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 **February 15, 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. 2011 Legislative Update on Tourism. ***J. Bragiel, General Counsel for Texas Lodging***

2. 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 _____, February 11, 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 Council Workshop **Item #: C. 1.**
Date: 02/15/2011

Information

SUBJECT

2011 Legislative Update on Tourism. ***J. Bragiel, General Counsel for Texas Lodging***

BACKGROUND/HISTORY

FINDINGS/CURRENT ACTIVITY

ACTION OPTIONS/RECOMMENDATION

City Council Workshop **Item #: C. 2.**
Date: 02/15/2011

Information

SUBJECT

Direction to City staff regarding Item C-1 above. ***Andrea M. Gardner, City Manager***

BACKGROUND/HISTORY

FINDINGS/CURRENT ACTIVITY

ACTION OPTIONS/RECOMMENDATION

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 **Regular Council Meeting** of the City of Copperas Cove, Texas, will be held on **February 15, 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. 2009/10 Employee Recognition Committee Acknowledgement. ***Andrea M. Gardner, City Manager***

   - Stefanie Brown, Deputy City Secretary
   - Linda Acevedo, Accounting Technician
   - Kevin Bell, Parks & Recreation Light Equipment Operator
   - William Ortiz, Solid Waste Heavy Equipment Operator
   - Robert Martin, Division Chief of Prevention/Fire Marshal

F. **CITIZENS FORUM** – At this time, citizens will be allowed to speak for a length of time not to exceed five minutes per person. Thirty minutes total has been allotted for this section. Pursuant to §551.042 of the Texas Open Meetings Act, any deliberation or decision about the subject of inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.

G. **CONSENT AGENDA** – All matters listed under this item are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and considered separately.

1. Consideration and action on approving the minutes from the workshop council meeting of February 1, 2011. ***Jane Lees, City Secretary***

2. Consideration and action on approving the minutes from the regular council meeting of February 1, 2011. ***Jane Lees, City Secretary***

3. Consideration and action on authorizing the City Manager to execute a purchase contract for a 2011 Dodge Ambulance from Dallas Dodge Chrysler Jeep. ***Mike Baker, Fire Chief***

4. Consideration and action on approving a resolution establishing rules and regulations regarding the use of excessive force during nonviolent civil rights demonstrations, including physically barring entrance to a facility or location which is the subject of such demonstrations, and providing penalties for violations thereof. ***Andrea M. Gardner, City Manager***

5. Consideration and action on approval of a resolution to support the legislative activities of Atmos Texas Municipalities during the 82nd Session of the Texas Legislature for gas utility ratemaking legislation. ***Andrea M. Gardner, City Manager***

6. Consideration and action on the presentation of the 2010 Racial Profiling Report for the Copperas Cove Police Department. ***Eddie Wilson, Police Captain***

7. Consideration and action on approval of a resolution amending the authorized TexSTAR representatives for the City of Copperas Cove, Texas. ***Andrea M. Gardner, City Manager***

8. Consideration and action on approval of a resolution amending the authorized Texas Local Government Investment Pool (TexPool) representatives for the City of Copperas Cove, Texas. ***Andrea M. Gardner, City Manager***

H. PUBLIC HEARINGS/ACTION

1. Public hearing and action on approval of an ordinance amending the Capital Improvement Plan (CIP) for Fiscal years 2010-2014 for the City of Copperas Cove. ***Andrea M. Gardner, City Manager***

I. ACTION ITEMS

1. Consider and take action on an ordinance of the City Council of the City of Copperas Cove, Texas, authorizing the issuance and sale of City of Copperas Cove, Texas, General Obligation Bonds, Series 2011, in the aggregate principal amount of $5,530,000; levying a tax in payment thereof; authorizing the execution and delivery of a bond purchase contract and a paying agent/registrar agreement; approving the official statement; finding and determining that the meeting at which this ordinance is passed is open to the public as required by law; and enacting other provisions relating thereto. ***Andrea M. Gardner, City Manager***

2. Consider and take action on an ordinance of the City of Copperas Cove, Texas, authorizing the issuance and sale of City of Copperas Cove, Texas, Contract Revenue and Limited Tax Bonds, Series 2011, in the aggregate principal amount of $39,140,000; pledging certain contract revenues to the payment of the bonds; levying a tax in payment of the bonds; authorizing the execution and delivery of a bond purchase contract and a paying agent/registrar agreement; approving the official statement; finding and determining that the meeting at which this ordinance is passed is open to the public as required by law; and enacting other provisions relating thereto. ***Andrea M. Gardner, City Manager***

3. Consideration and action on appointment to the Animal Shelter Advisory Committee. ***Mike Heintzelman, Deputy Chief of Police***

4. Consideration and possible action on authorizing the City Manager to execute a letter to indicate the City's interpretation of the franchise agreement between the City and Atmos Energy Corporation regarding the inclusion of franchise fees other than value of gas transported and/or franchise fees on value of gas transported be included in the terms "gross receipts" or "gross revenues" as well as the election of the City to receive an additional payment consistent with the City's historical interpretation of the franchise agreement. ***Andrea M. Gardner, City Manager***

5. Consideration and action on authorizing the City Manager to execute a contract with N.G. Painting, Kerrville, Texas for rehabilitation of the 200,000 gallon Long Mountain water storage tank located on Mickan Mountain. ***Robert M. McKinnon, Division Head of Public Works***

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

7. Consideration and action on an ordinance updating Personnel Policy No. 410, Employee Conduct and Work Rules/Disciplinary Action. ***Kelli Sames, Human Resources Division Head***

8. Consideration and action on a resolution declaring support of Copperas Cove Brookview Village Apartment's application for 2010 Housing Tax Credits. ***Andrea M. Gardner, City Manager***

9. Consideration and action on authorizing the Mayor to execute a cost sharing and reimbursement agreement between the City of Copperas Cove, Copperas Cove Economic Development Corporation and the Copperas Cove Industrial Foundation for a development review process improvement project. ***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 - Sale of City property.

2. Pursuant to §551.071 of the Open Meetings Act, Tex. Gov't Code, Council will meet in Executive Session to consult with the City Attorney regarding legal issues associated with the possible sale of the Ogletree Gap property.

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

N. **ADJOURNMENT**

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_____

Jane Lees, TRMC, CMC
City Secretary

City Council Regular **Item #: E. 1.**

Date: 02/15/2011

Information

Subject

2009/10 Employee Recognition Committee Acknowledgement. ***Andrea M. Gardner, City Manager***

- Stefanie Brown, Deputy City Secretary
- Linda Acevedo, Accounting Technician
- Kevin Bell, Parks & Recreation Light Equipment Operator
- William Ortiz, Solid Waste Heavy Equipment Operator
- Robert Martin, Division Chief of Prevention/Fire Marshal

City Council Regular **Item #: G. 1.**

Date: 02/15/2011

Information

SUBJECT

Consideration and action on approving the minutes from the workshop council meeting of February 1, 2011. ***Jane Lees, City Secretary***

BACKGROUND/HISTORY

FINDINGS/CURRENT ACTIVITY

ACTION OPTIONS/RECOMMENDATION

Attachments

Link: workshop minutes 2-1-11

CITY OF COPPERAS COVE
CITY COUNCIL WORKSHOP MEETING MINUTES
February 1, 2011 – 6:00 P.M.

A **CALL TO ORDER -** Mayor Hull called the meeting to order at 6:00 p.m.

B **ROLL CALL**

Present: John Hull
Cheryl L. Meredith
Charlie D. Youngs
Gary L. Kent
Danny Palmer
Kenn Smith
Jim Schmitz
Frank Seffrood
Attendees: Andrea M. Gardner
Jane Lees

C **WORKSHOP ITEMS**

1 Parks Needs Assessment. ***Ken Wilson, Division Head of Parks & Leisure Services***

Mr. Wilson thanked all the members of the Parks & Recreation Committee, which was formed in January 2010, for their assistance and hard work with the parks needs assessment. The Committee members were Chairperson Inez Faison, Patricia Thomas, Lisa Wilson, Teressa Hawkins and Tammy Howard. He introduced Ms. Faison who stated that the Committee felt that the City would benefit the greatest by updating what they now have and plan for the future.

Mr. Brent Luck of Luck Design, gave a presentation on the final results of the assessment. The presentation is attached as part of these minutes.

2 Direction to City staff regarding item C-1 above. ***Andrea M. Gardner, City Manager***

No direction given by the Council. Ms. Gardner did request that the Council think about funding options in order to make a decision when the CIP Planning Session takes place. The options are 1) package the bond issue as one proposition to be issued in phases; or 2) package as a series of separate propositions. Ms. Gardner said that if packaged separately, the bond issue costs would be greater, however, the ability to get the issues approved will be greater as well.

D **ADJOURNMENT**

There being no further business, Mayor Hull adjourned the meeting at 6:47 p.m.

_____
John Hull, Mayor

ATTEST:

_____
Jane Lees, City Secretary

City Council Workshop
February 1, 2011

City of Copperas Cove

Parks Needs Assessment

What have we been doing the last eight months?

May- June 2010 –A Needs Assessment Survey was Conducted with City Residents.

June 2010 – An Inventory was Completed for all Eight of the City's Parks.

July 2010 – We had Interviews with all the City Council Members, the Mayor and the City Manager.

What have we been doing the last eight months?

September 13, 2010 – A Public Meeting was facilitated with Key Parks and Recreation Stakeholders.

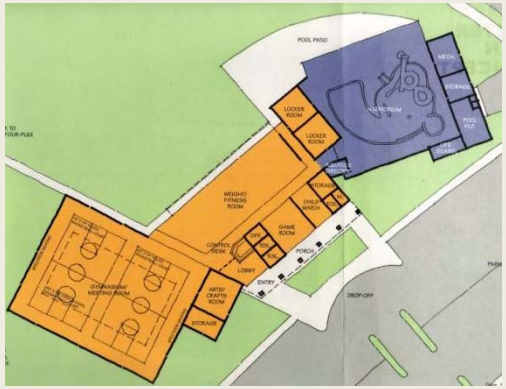
December 7, 2010 – A Joint Council / Resident Teens Workshop was held to discuss youth needs in parks.

May 2010 thru January 2011 – Eight Meetings have been held with members of the Parks Committee and City Staff.

What did we learn… from residents?

High Park Priorities :

1. Multi-Purpose Center
2. Hike & Bike trails
3. Playground Areas
4. Pavilions



What did we learn… from residents?

Medium Park Priorities :

5. Picnic Tables
6. Fishing / Access Areas
7. Basketball Courts
8. Tennis Courts
9. Skateboard Park
10. Volleyball Courts
11. Natural / Open Spaces
12. Senior Center

What did we learn… from residents?

Low Park Priorities:

13. Soccer Fields
14. Botanic Flower Garden Areas
15. Football Fields*
16. Baseball Fields*
17. Softball Fields*
18. Community Gardens
19. In-Line Skate/ Hockey Rink

Your Parks Committee overwhelmingly believes that football, baseball and softball fields ranked too low in the resident needs assessment survey.

What did we learn… from residents?

61.6% Favor issuing bonds that my increase taxes for new and added park facilities.

When questioned if the City has enough parkland?

43.15% replied “Yes”
37.50% replied “No”
19.35% replied “Don’t Know”

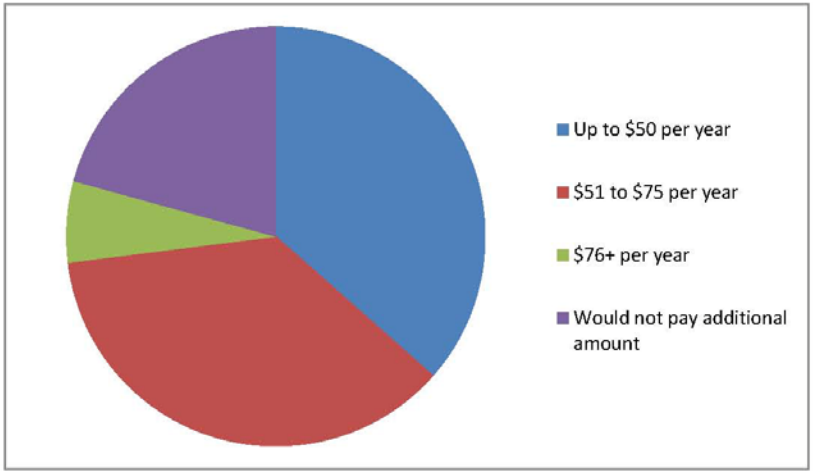
When residents think of Copperas Cove Parks they identify with City Park and Ogletree Gap Park.

73.26% replied they use these two facilities.

What did we learn… from residents?

6) On average the City of Copperas Cove spends $45.10 (per person) per year for park system services. How much do you think they should spend?

Up to $50 per year	88
$51 to $75 per year	88
$76+ per year	15
Would not pay additional amount	50
Total	**241**



What did we learn… from City Leadership?

"Update What You Got!!!"

Provide a diversity and equal distribution of activity or recreation opportunities; sprinkle in fresh ideas.

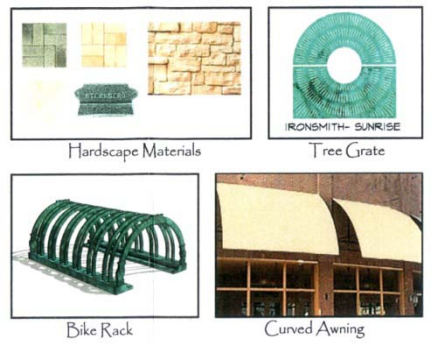
Neighborhood parks are important; they should receive some attention.

Market our parks! Most people do not know what we have.

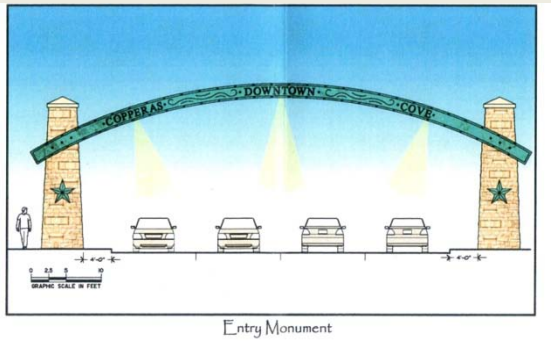
What did we learn… from City Leadership?

Our sister cities are investing in their parks. The City of Copperas Cove needs to do the same.

Comparison: Cove v. Harker Heights 1984
Cove v. Harker Heights 2011



There is a great opportunity to tie the adopted Downtown Improvements Master Plan 2008 with upgrades and new developments within the City's parks.

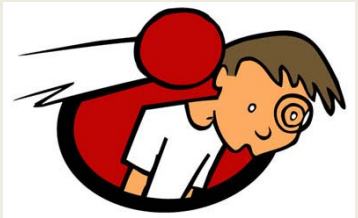


What did we learn… from our Youth Workshop?

They want variety and a forum for socialization!

Top "Recreation" Priorities:

1. Ropes Course
2. Bowling
3. Skateboarding
4. Spray Parks
5. Dodge ball
6. Movies in the Park
7. Paint Ball
8. Ghengis Grill!!!



What did we learn… from Key Stakeholders?

Our parks need to be readily accessible.

Both sizes of parks (Neighborhood Parks and Community Parks) need to be developed.

Provide a Diversity of activity or recreation opportunities.

Enhance partnership relationships:

- Schools
- Churches
- Businesses
- Military Officials
- Major Employees in the Area
- Developers

What did we learn…
from Key Stakeholders?

Single most important issues:

-Multi-purpose Center

(over ½ of those in attendance stated this.)

-Connectivity thru Hike and Bike Trails

-Fill in the gaps with park activities.

-Update what you have – plan for the future!!!

Where do we go from here?

"Update what you have – plan for the future!!!"

We outlined a vision for the following parks:

- High Chaparral Park
- Heritage Park
- Highland Park
- City Park
- Ogletree Gap Park

- South Park was not included in the visioning because it was renovated in the summer of 2010.
- Kate Street Park was not included because there is an agreement with the utility company that this use as a park will expire when the existing park equipment needs to be replaced.

LUCK DESIGN TEAM

HIGH CHAPARRAL PARK MASTER PLAN - Preliminary

City of Copperas Cove

November 23, 2010

TEXAS
SESQUICENTENNIAL
HERITAGE PARK
THIS PARK WAS DEVELOPED DURING THE TEXAS SESQUI-CENTENNIAL FOR THE ENJOYMENT OF THE CITIZENS OF COPPERAS COVE.
IN GRATEFUL APPRECIATION TO THOSE CITIZENS OF OUR COMMUNITY WHOSE GENEROUS CONTRIBUTIONS MADE THIS PROJECT POSSIBLE.
SPECIAL RECOGNITION IS GIVEN TO THOSE ORGANIZATIONS WHOSE GIFTS ADDED TO THE PLEASURE AND BEAUTY OF THIS PARK.
LEDGER CORPORATION
EXCHANGE CLUB
KNIGHTS OF COLUMBUS
LIONS CLUB
JUNIOR HISTORIANS
HISTORICAL SOCIETY
COVE STATE BANK
SESQUICENTENNIAL COMMITTEE
COVE OASIS SHRINE CLUB
COVE CB RADIO CLUB
VETERANS OF FOREIGN WARS AND AUXILIARY-POST 8777
AMERICAN LEGION AND AUXILIARY-POST 562
AMERICAN ASSOCIATION OF UNIVERSITY WOMEN
RETIRED SERGEANTS MAJOR ASSOCIATION
DEDICATED 1987

HERITAGE
PARK
1987
COPPERAS
COVE

HIGHLAND PARK MASTER PLAN - Preliminary

City of Copperas Cove

January 24, 2011

LUCK DESIGN TEAM

CITY PARK MASTER PLAN - Preliminary

City of Copperas Cove

January 24, 2011

LUCK DESIGN TEAM

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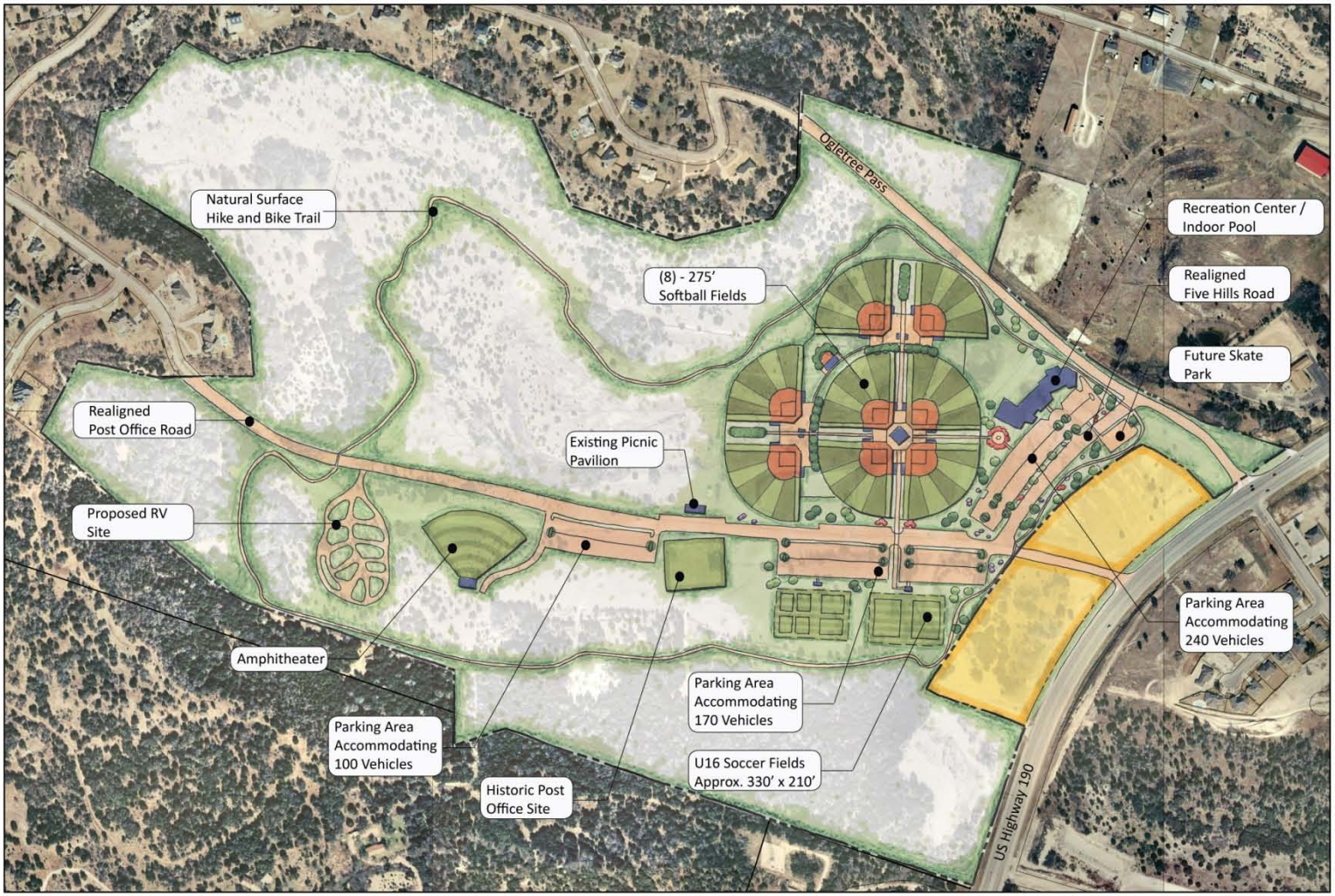

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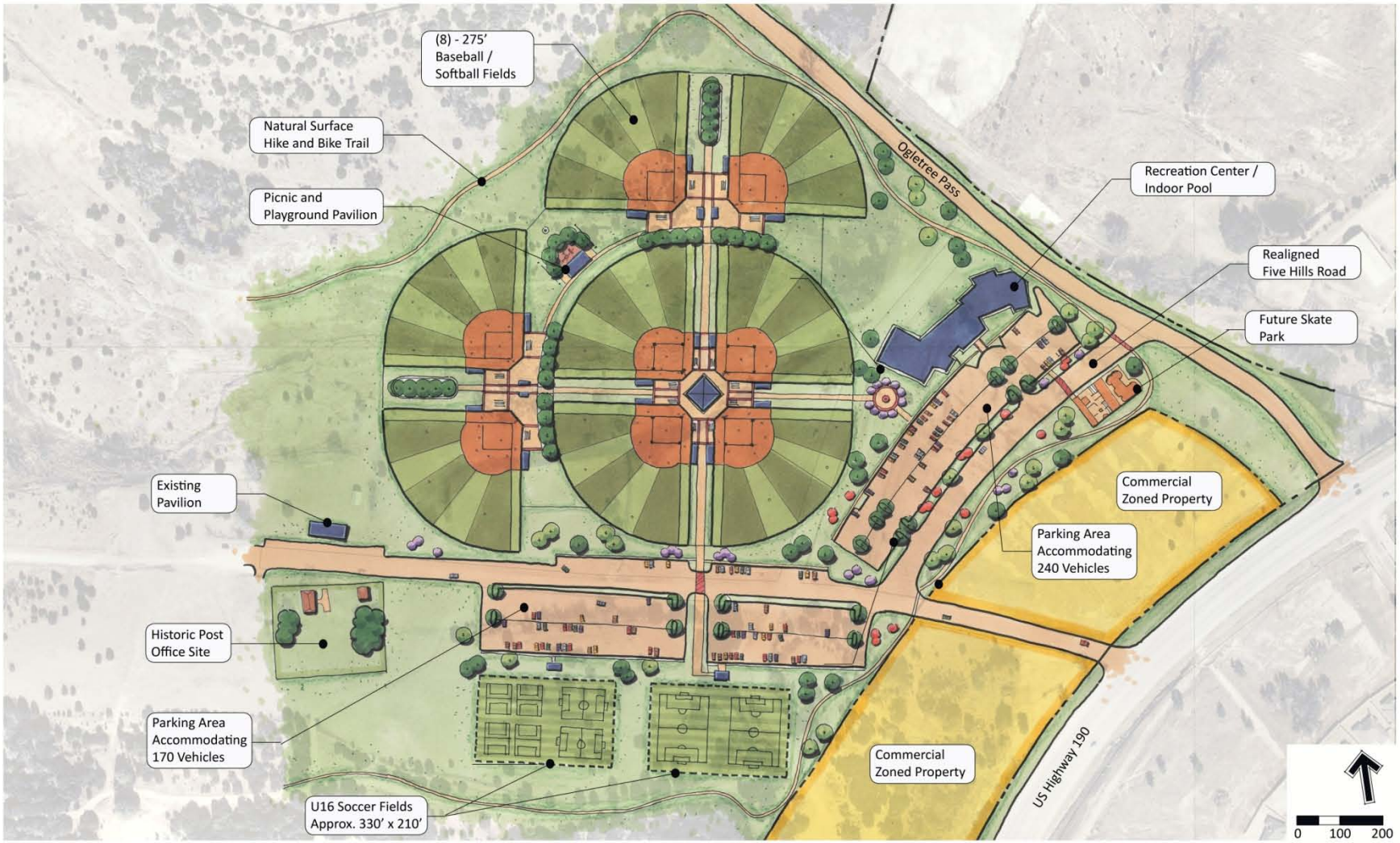
OGLETREE GAP PARK MASTER PLAN - Preliminary

City of Copperas Cove

January 24, 2011

LUCK DESIGN TEAM

Note: This preliminary master plan builds upon the "Community Recreation Complex in Ogletree Gap Park - Park Plan 2019" originally prepared for the City of Copperas Cove by F&S Partners dated March 10, 2007. Per City direction, elements as shown in that original plan remained the same or were modified to the plan representation depicted on this graphic master plan.



OGLETREE GAP PARK MASTER PLAN ENLARGEMENT - Preliminary

City of Copperas Cove

January 24, 2011

LUCK DESIGN TEAM

Note: This preliminary master plan builds upon the "Community Recreation Complex in Ogletree Gap Park - Park Plan 2019" originally prepared for the City of Copperas Cove by F&S Partners dated March 10, 2007. Per City direction, elements as shown in that original plan remained the same or were modified to the plan representation depicted on this graphic master plan.

PROPOSED SEQUENCE OF PARK IMPROVEMENTS

	OPINION OF CONSTRUCTION COST*	CONSULTANT COSTS^	TOTAL COST	REMARKS
HIGH CHAPARRAL PARK	$589,300	$100,200	$689,500	LOCK IN A WIN! -"Take care of what you got!" - Make park amenities ADA compliant. - Show residents we heard what they said were their highest priorities.
HERITAGE PARK	$181,900	$31,000	$212,900	
HIGHLAND PARK	$156,000	$26,500	$182,500	
CITY PARK	$5,768,500	$980,700	$6,749,200	
OGLETREE GAP - PHASE ONE	$3,386,600	$575,700	$3,962,300	EACH PLAN RELIES ON THE OTHER.
OGLETREE GAP - PHASE TWO	$4,953,000	$842,000	$5,795,000	
OGLETREE GAP - PHASE THREE	$9,579,800	$1,628,566	$11,208,366	
TOTALS	**$24,615,100**	**$4,184,666**	**$28,799,766**	

* - This Opinion of Construction Costs is based on 2011 construction costs and does does not include escalations for yearly cost increases.

^ - The consultants costs (including design/survey/environmental explorations/permitting) are shown as 15-17% of the "Opinion of Construction Cost". This is congruent with the methodologies used in the "Community Recreation Complex in Ogletree Gap Park - Park Plan 2019" originally prepared for the City of Copperas Cove by F&S Partners dated March 10, 2007.

Thank you for your review and comments tonight.

We are excited about the future growth of the City of Copperas Cove Parks system and what it means for the overall quality of life for its residents!

City Council Workshop
February 1, 2011

City of Copperas Cove

Parks Needs Assessment

LUCK DESIGN TEAM

Brent Luck, Park Planner / Landscape Architect
bluck@luckdesignteam.com

City Council Regular **Item #: G. 2.**
Date: 02/15/2011

Information

SUBJECT

Consideration and action on approving the minutes from the regular council meeting of February 1, 2011.
Jane Lees, City Secretary

BACKGROUND/HISTORY

FINDINGS/CURRENT ACTIVITY

ACTION OPTIONS/RECOMMENDATION

Attachments

Link: regular minutes 2-1-11

CITY OF COPPERAS COVE
CITY COUNCIL REGULAR MEETING MINUTES
February 1, 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 -** Rev. Johnny White, Senior Minister, Thomas Chapel - AME Church 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
Charles E. Zech
Jane Lees

D **ANNOUNCEMENTS -** Council Member Meredith wished Andrea Gardner a "Happy Birthday" coming up on Thursday, and also to Mayor Hull, whose birthday was today. Council Member Kent asked residents to look out for seniors, especially during the cold weather days expected this week.

E **PUBLIC RECOGNITION**

1 Certificate of Appreciation - Silvia Rhoads. ***Andrea M. Gardner, City Manager/Robert C. Schumacher, KCCB Past President***

Ms. Rhoads was presented with a certificate of appreciation for her exceptional leadership, planning and coordination of Copperas Cove's first annual Eco-Harvest event, held November 19-20, 2010.

2 Employee Service Awards – February 2011. ***Andrea M. Gardner, City Manager***

- Ryan Baker, Firefighter/Paramedic, 5 Years
- Mark Flock, Operator II, Water Distribution, 5 Years
- Brandi Wolfe, Firefighter/Paramedic, 5 Years

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 January 18, 2011. ***Jane Lees, City Secretary***

2 Consideration and action on approving the minutes from the regular council meeting of January 18, 2011. ***Jane Lees, City Secretary***

3 Consideration and action on authorizing street closures for calendar year 2011. ***Tim Molnes, Police Chief***

4 Consideration and action on authorizing the purchase of a Caterpillar 924 Wheel Loader for the Solid Waste Department. ***James A. Trevino, Director of Public Works***

5 Consideration and action on authorizing the purchase of a Caterpillar 420 Backhoe Loader for the Street Department. ***James A. Trevino, Director of Public Works***

6 Consideration and action on authorizing the purchase of a bucket truck for the Street Department. ***James A. Trevino, Director of Public Works***

Council Member Palmer requested that items G-4, G-5 and G-6 be removed from the Consent Agenda for further discussion.

Council Member Kent made a motion to approve Consent Agenda items G-1, G-2 and G-3 as presented. Council Member Smith seconded the motion, which passed unanimously.

Consent Agenda item G-4: Council Member Palmer asked the City Manager if the item was in the 2010-2011 budget process and tax notes and if they were listed individually. Ms. Gardner said yes. Council Member Kent made a motion to approved Consent Agenda item G-4 as presented. Council Member Palmer seconded the motion, which passed unanimously.

Consent Agenda item G-5: Council Member Palmer said that his question was the same as the previous one for this item and item G-6. There was a short discussion on how the buying cooperatives worked for the City. Council Member Palmer made a motion to approve Consent Agenda item G-5 as presented. Council Member Smith seconded the motion, which passed unanimously.

Consent Agenda item G-6: Council Member Palmer made a motion to approve Consent Agenda item G-6 as presented. Council Member Kent seconded the motion, which passed unanimously.

H **PUBLIC HEARINGS/ACTION**

1 Public hearing, consideration and action on amending Chapter Four of the 2007 Comprehensive Plan of the City of Copperas Cove, Texas; providing for changes in the Future Land Use Plan; providing for changes on Plate 4-1, the Future Land Use Map. ***Joseph Pace, Planner***

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

Speaking: Council Member Seffrood asked a question on buffering in the R-3 zoning area.

Mayor Hull closed the public hearing at 7:30 p.m.

ORDINANCE NO. 2011-05

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, AMENDING CHAPTER FOUR OF THE 2007 COMPREHENSIVE PLAN OF THE CITY OF COPPERAS COVE, TEXAS; PROVIDING FOR CHANGES IN THE FUTURE LAND USE PLAN; PROVIDING FOR CHANGES ON PLATE 4-1; THE FUTURE LAND USE PLAN.

No action was taken by the Council on Ordinance No. 2011-05.

2 Public hearing, consideration and action on an ordinance to rezone Lot 5, Block 4 of Long Mountain Estates, generally known as 426 Robertson Avenue from R-1 (Single-Family Residential) to R-2 (Two-Family Residential). ***Joseph Pace, Planner***

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

Speaking: None.

Mayor Hull closed the public hearing at 7:33 p.m.

ORDINANCE NO. 2011-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, APPROVING A ZONING CHANGE OF LOT 5, BLOCK 4, OF LONG MOUNTAIN ESTATES, GENERALLY KNOWN AS 426 ROBERTSON AVENUE, FROM R-1 (SINGLE-FAMILY RESIDENTIAL) TO R-2 (TWO-FAMILY RESIDENTIAL).

Council Member Seffrood made a motion to approve Ordinance No. 2011-04 as presented. Council Member Smith seconded the motion, which passed unanimously.

3 Public hearing, consideration and action on an ordinance amending the 2010-11 fiscal year budget for the City of Copperas Cove. ***Andrea M. Gardner, City Manager***

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

Speaking: Council Member Smith asked if the EDC would come back to the Council to get permission to use the $75,000. Ms. Gardner said probably not since it has been before the Council several times.

Mayor Hull closed the public hearing at 7:43 p.m.

ORDINANCE NO. 2011-06

AN ORDINANCE APPROVING AND ADOPTING AN AMENDMENT TO THE BUDGET FOR OPERATING THE MUNICIPAL GOVERNMENT OF THE CITY OF COPPERAS COVE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2010, AND ENDING ON SEPTEMBER 30, 2011; REPEALING ALL ORDINANCES AND APPROPRIATIONS IN CONFLICT WITH THE PROVISIONS OF THIS ORDINANCE; AND ESTABLISHING A SAVINGS CLAUSE AND AN EFFECTIVE DATE.

Council Member Schmitz made a motion to approve Ordinance No. 2011-06 as presented. Council Member Kent seconded the motion, which passed unanimously.

4 Public hearing, consideration and action on an ordinance amending the Capital Improvement Plan (CIP) for Fiscal years 2010-2014 for the City of Copperas Cove. ***Andrea M. Gardner, City Manager***

Mayor Hull opened the public hearing at 7:47 p.m.

Speaking: None.

Mayor Hull closed the public hearing at 7:48 p.m.

ORDINANCE NO. 2011-07

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, AMENDING THE CAPITAL IMPROVEMENT PLAN FOR FISCAL YEARS 2010-2014.

Council Member Seffrood made a motion to approve Ordinance No. 2011-07 as presented. Council Member Meredith seconded the motion, which passed unanimously.

I **ACTION ITEMS**

1 Consideration and action on the appointment of an elected official from the City of Copperas Cove to the Hill Country Transit District Board of Directors. ***John Hull, Mayor***

Council Member Kent made a motion to nominate Mayor Hull to the HCTD Board of Directors. Counbcil Member Palmer seconded the motion, which passed unanimously.

2 Consideration and action on a resolution ordering and establishing procedures for a General Election on May 14, 2011 in Copperas Cove, Texas, naming an election judge and an alternate election judge, and approving joint election agreements with Copperas Cove Independent School District (CCISD) and Central Texas College District (CTCD). ***Jane Lees, City Secretary***

RESOLUTION NO. 2011-03

A RESOLUTION ORDERING AND ESTABLISHING PROCEDURES FOR A GENERAL ELECTION ON MAY 14, 2011 IN COPPERAS COVE, TEXAS, NAMING AN ELECTION JUDGE AND AN ALTERNATE ELECTION JUDGE, AND APPROVING JOINT ELECTION AGREEMENTS WITH COPPERAS COVE INDEPENDENT SCHOOL DISTRICT (CCISD) AND CENTRAL TEXAS COLLEGE DISTRICT (CTCD).

Council Member Youngs made a motion to approve Resolution No. 2011-003 as presented. Council Member Meredith seconded the motion, which passed unanimously.

3 Discussion on future planning session dates for the annual Council/Staff Retreat, CIP Planning Session and FY 2011-12 Budget Planning Session. ***Andrea M. Gardner, City Manager***

Council came to consensus on the following dates:

Council/Staff Retreat - March 14, 2011.

CIP Planning Workshop - April 11, 2011.

Budget Planning Workshop - April 12, 2011.

4 Consideration and action on approving the Southeast Bypass Overpass project of the Copperas Cove Economic Development Corporation. ***Polo Enriquez, Executive Director of the CCEDC***

Council Member Seffrood made a motion to approve the Southeast Bypass Overpass project of the Copperas Cove Economic Development Corporation. Council Member Kent seconded the motion, which passed unanimously.

5 Consideration and action on authorizing the City Manager to execute an Agreement with the Copperas Cove Economic Development Corporation providing for reimbursement of expenditures and debt interest costs for the Overpass at Old Copperas Cove Road included in the SE Bypass project plans. ***Andrea M. Gardner, City Manager***

Council Member Palmer made a motion to authorizing the City Manager to execute an agreement with the Copperas Cove Economic Development Corporation as presented. Council Member Smith seconded the motion, which passed unanimously.

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

1 Presentation on economic development projects by the CCEDC. ***Polo Enriquez, Executive Director, CCEDC***

Mr. Enriquez updated several projects: Stoney Brook Assisted Living Center, Project Fiber - VEC Technologies, Constitution Court, Extension of Constitution Drive, Shops at Five Hills, Joint Image Campaign, Fort Hood Economic Region, Team Texas and TexasOne.

K **ITEMS FOR FUTURE AGENDAS**

Council Member Palmer requested an excused absence from the February 15, 2011 Council Meeting.

Council Member Youngs requested an excused absence from the February 15, 2011 Council Meeting.

There was Council consensus on both of the above requests.

L **EXECUTIVE SESSION -** Mayor Hull recessed the open meeting at 8:28 p.m. and announced that the Council would hold Executive Session to discuss the purchase of real property and the Atmos Franchise Agreement. The items listed on the Executive Session for discussion of sale of city property and the possible sale of Ogletree Gap property would not be discussed.

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 - Sale of City property and purchase of real property.

2 Pursuant to §551.071 of the Open Meetings Act, Tex. Gov't Code, Council will meet in Executive Session to consult with the City Attorney regarding legal issues associated with the possible sale of the Ogletree Gap property and the Atmos Franchise Agreement.

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

Mayor Hull reconvened the open meeting at 8:54 p.m. and announced that there was no action to be taken by the Council as a result of discussions in Executive Session.

N **ADJOURNMENT**

There being no further business, Mayor Hull adjourned the meeting at 8:55 p.m.

ATTEST:

_____
John Hull, Mayor

_____
Jane Lees, City Secretary

City Council Regular **Item #: G. 3.**

Date: 02/15/2011

Contact: James Piper, Division Fire Chief,
Fire Department

Information

SUBJECT

Consideration and action on authorizing the City Manager to execute a purchase contract for a 2011 Dodge Ambulance from Dallas Dodge Chrysler Jeep. ***Mike Baker, Fire Chief***

BACKGROUND/HISTORY

In November 2010 the City Council approved tax notes that included provisions for a new ambulance for the Fire Department. $125,000 was identified within that plan to purchase an ambulance.

The Fire Department has been working over the last 8 years to standardize the Department's ambulance fleet that will generate cost savings and repair through the remount of the ambulance module on a new chassis. Thus, as a unit reaches the service life, only the chassis is replaced. Furthermore, the chassis from a given unit may be eligible for placement on an auction or as a trade-in on the new chassis to offset some costs.

FINDINGS/CURRENT ACTIVITY

Frazer Ambulance submitted quotes through Dallas Dodge Chrysler Jeep using HGAC contract number AM04-10 Line LA06 and Buy Board purchasing cooperative for an ambulance that matches the same specifications of the Department's current fleet. The only difference in the two quotes is the fee charged by the cooperative purchasing agent. HGAC's fee is $1,000 and Buy Board's fee is $800.

ACTION OPTIONS/RECOMMENDATION

City staff recommends Council authorize the City Manager to execute the purchase through the Buy Board contract for the new ambulance in the amount of $123,375.00 including the cooperative purchasing agreement fee.

Fiscal Impact

Funds available Y/N?: Y

FINANCIAL IMPACT:

The recommended quote will fall within the budgeted amount. No negative financial impact will result from the purchase. A total of $125,000 is available in Fund 60 (November 2010 Tax Notes).

Attachments

Link: Dealer Quote

Link: Detail Quote

Link: Fleet Endorsment

Link: Copperas Cove Buy Board Quote

Link: Copperas Cove Buy Board Detail

FRAZER
The Leader in Generator Powered EMS Modules

January 26, 2011

James Piper
Division Chief of Training & EMS
Copperas Cove Fire Department
Email: jpiper@ci.copperas-cove.tx.us

Quote # 6814B-HGAC

Chief Piper,

Below is itemized pricing from HGAC contract number AM04-10 for one (1) Type I 12' Generator Powered Module mounted on a 2011 Dodge Ram 3500 6.7L diesel chassis with air suspension systems.

LA06: Type I 12' on Dodge Ram 3500 Diesel DRW Cab/Chassis, Gen Pwrd Mod	$	114,000.00

Published Options (Form E):

58	Granning air suspension system for Dodge Ram 3500 w/ compressor below front I/O	$	5,500.00
1170	Single 8" 3M reflective stripe with non-reflective pinstripe and basic reflective lettering	$	1,800.00
390	4 high glove box holder above the squad bench cushions	$	175.00
431	2 high powder coated aluminum "D" cylinder holder in front I/O facing rear	$	150.00
6	(2) large aluminum map holders on rear of console	$	350.00
136	Additional 120VAC duplex outlet in corner area below shelf on driver's side wall	$	150.00
208	Furnish and install (2) dry erase boards above squad bench	$	100.00
181	Bolster at the head of the squad bench	$	350.00

Module and chassis	$	114,000.00
Published Options	$	8,575.00
HGAC fee	$	1,000.00
Total	$	123,575.00

All pricing is F.O.B. Houston.

Please make your purchase order out to Dallas Dodge Chrysler Jeep (1150 LBJ Freeway, Dallas, TX 75238). Please email a copy of your purchase order and this quote to Steve Dornak with Dallas Dodge Chrysler Jeep at sdornak@swbell.net and to Laura Richardson at lrichardson@frazerbilt.com.
Thank you for the opportunity to quote this job. If you have any questions please call me at 888-372-9371.

Best Regards,

Laura Richardson

Laura Richardson
Frazer, Ltd.

LGR:AF

FRAZER
The Leader in Generator Powered EMS Modules

January 26, 2011

James Piper
Division Chief of Training & EMS
Copperas Cove Fire Department
Email: jpiper@ci.copperas-cove.tx.us

Quote # 6814B

Chief Piper,

Per your request we are quoting one (1) Frazer Type I 12' Generator Powered Module mounted on a 2011 Dodge Ram 3500 6.7L diesel chassis with air suspension systems. For your convenience all pricing has been itemized below.

Frazer Type I 12' GPM	$	68,500.00
*2011 Dodge Ram 3500 6.7L diesel chassis	$	37,250.00
Granning air suspension system	$	5,500.00
Heat shielding for diesel chassis	$	1,500.00
Optional items (see below)	$	9,825.00
HGAC fee	$	1,000.00
Total	$	123,575.00

Optional items:

Paint entire module Dodge white to match chassis	$	incl.
3M white diamond grade conspicuity w/ red overlay in chevron pattern on entire rear of module	$	1,400.00
Striping and lettering w/ 32” Star of Life on roof of module (red belt-line stripe w/ blue lettering)	$	1,900.00
Outside only lower rear storage w/ shelf 21 3/4” ID from floor to bottom of shelf	$	N/C
Buell 10" & 12" air horns w/ compressor and foot switch	$	1,900.00
‘M’ oxygen cylinder setup in lieu of standard	$	N/C
Stainless steel wheel covers	$	incl.
(8) Federal Signal QuadraFlare 6x4 series red LED box lights	$	incl.
(5) Federal Signal QuadraFlare 6x4 series LEDs on front wall (A-R-C-R-A)	$	N/C
(3) Federal Signal QuadraFlare 6x4 series amber LEDs on rear wall	$	incl.
(2) Federal Signal QuadraFlare 6x4 series red wheel well LEDs	$	incl.
(2) Whelen 508 series load lights	$	incl.
(4) Federal Signal QuadraFlare 6x4 series red/clear grille and intersect LEDs in lieu of standard	$	425.00
Triple blank insert in console	$	100.00
Console layout: (double switch panel – siren – triple blank insert)	$	N/C
2 high powder coated aluminum "D" cylinder holder in front I/O facing rear	$	150.00
(2) large aluminum map holders (1 at rear of console, 1 on laydown O2)	$	350.00
Fire extinguisher on floor between laydown O2 and front I/O	$	N/C
Double locking drug box	$	250.00
Additional 120VAC duplex outlet in driver's side front corner area below shelf	$	125.00

3 receptacle 12VDC outlet, no medical diode isolator at action wall	$	100.00
Furnish and install (2) single Cat-6 phone jacks in front driver's side corner area below shelf, (1) single jack at the action wall, and (1) single jack at the front wall (connect jacks together w/ Cat-6 cable)	$	225.00
4 high powder coated aluminum glove box holder on rear wall	$	175.00
Squad bench cabinet w/ padding on the end	$	500.00
Furnish and install (2) dry erase boards above squad bench	$	125.00
Extra sharps container and bracket above squad bench	$	75.00
Bolster cabinet at front of squad bench w/ short grab bar above it	$	50.00
(2) 2 high powder coated aluminum glove box holders in bolster cabinet	$	250.00
Large trash can & bracket on side entry door	$	75.00
Furnish and install (2) NMOB connectors through roof	$	100.00
Blue cushions	$	incl.
EVS captain's chair with built-in child safety seat	$	700.00
175-3 single position cot mount	$	incl.
Akro bins (36 small, 12 large)	$	325.00
Oxygen regulator	$	175.00
Ramp at rear entry doors	$	incl.
LED in ceiling above captains chair switched at action wall and rear entry doors in lieu of at console	$	N/C
(8) Grote LED interior ceiling lights	$	incl.
Double-pane entry door windows	$	incl.
Tiger Foam E-84 fire rated polyurethane foam insulation in ceiling, walls, and entry doors	$	incl.
Ferno Washington antler and bar	$	350.00

All pricing is F.O.B. Houston.

*There are a limited number of chassis available at this price. Once these chassis are gone the chassis price will increase $ 5,000.00.

Per TMVCC we are quoting this through our licensed franchise dealer, Dallas Dodge Chrysler Jeep.

Of course this module has standard Frazer features including all aluminum powder coated cabinets, seamless cushions, horizontally mounted “M” oxygen cylinder setup, filtered air conditioning, 100% vinyl flooring, protective cot plates, all LED emergency lighting, LED interior ceiling lights, Impact self-contained suction, on-board battery charger, double-pane entry door windows, and stainless steel grab handles, just to name a few.

Thank you for the opportunity to quote this job. If you have any questions please call me at 888-372-9371.

Best Regards,

Laura Richardson

Laura Richardson
Frazer, Ltd.

LGR:AF.

Jamey Piper - Div. Chief of Training

From: Mike Baker- Fire Chief
Sent: Thursday, January 27, 2011 1:54 PM
To: Katy Wolf- Fire Dept.; Kimberly Baxter - Fire Dept.
Cc: Jamey Piper - Div. Chief of Training; Gary Young - Deputy Fire Chief
Subject: FW: Copperas Cove Fire Department Quotes # 6814B

The below email will need to be included with the information for the Council Agenda Item for the new ambulance

J. Mike Baker
Fire Chief / Emergency Management Coordinator
City of Copperas Cove
415 S Main St
Copperas Cove Texas 76522
254-547-2514 - Office
254-547-3578 - Fax
mbaker@ci.copperas-cove.tx.us

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This transmission is intended for the individual or entity to which it is addressed, and may be information that is PRIVILEGED & CONFIDENTIAL. If you are not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient and have received this information in error, you are hereby notified that any dissemination, distribution, or copying of this communications is prohibited. If you have received this communication in error, please notify us immediately by replying to the message and deleting it from your computer. Thank you.

From: Fleet Department
Sent: Thursday, January 27, 2011 1:38 PM
To: Mike Baker- Fire Chief
Subject: RE: Copperas Cove Fire Department Quotes # 6814B

Chief

Looks ok to me, hope you can get it in time to save the 5,000.00.,
Mike

From: Mike Baker- Fire Chief
Sent: Wednesday, January 26, 2011 1:23 PM
To: Fleet Department; Gary Young - Deputy Fire Chief; Jamey Piper - Div. Chief of Training
Cc: Mike Ramminger - FD Battalion Chief
Subject: FW: Copperas Cove Fire Department Quotes # 6814B

Mike King

Attached is the HGAC quote for our new ambulance. In the past I had always asked Jon to look them over to make sure Fleet didn't see any issues. The quote is for a unit like the one we bought before and should move us closer to standardizing the fleet. Our plans are to place this as an agenda item for the February 15th Council meeting. Please let me know if you have any comments or questions.

Thanks

J. Mike Baker
Fire Chief / Emergency Management Coordinator
City of Copperas Cove
415 S Main St
Copperas Cove Texas 76522
254-547-2514 - Office
254-547-3578 - Fax
mbaker@ci.copperas-cove.tx.us

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From: Jamey Piper - Div. Chief of Training
Sent: Wednesday, January 26, 2011 11:12 AM
To: Mike Baker- Fire Chief
Cc: Gary Young - Deputy Fire Chief
Subject: FW: Copperas Cove Fire Department Quotes # 6814B

Here is the latest and greatest quote from Frazer. White with mounting hardware and no cot. This should be the final product.

Jamey

From: Adam Fischer [mailto:afischer@frazerbilt.com]
Sent: Wednesday, January 26, 2011 10:59 AM
To: Jamey Piper - Div. Chief of Training
Subject: Copperas Cove Fire Department Quotes # 6814B

Chief,

Attached is the revised quote w/ the corresponding HGAC quote.

--
Thank you,
Adam Fischer
Frazer, Ltd.
afischer@frazerbilt.com
Toll-free: 888-372-9371
www.frazerbilt.com

FRAZER
The Leader in Generator Powered EMS Modules

January 31, 2011

James Piper
Division Chief of Training & EMS
Copperas Cove Fire Department
Email: jpiper@ci.copperas-cove.tx.us

Quote #6909-BBOARD

Chief Piper,

Below is itemized pricing for one (1) Frazer 12' Generator Powered Module mounted on a Dodge Ram 3500 6.7L diesel chassis.

Item 1 - 12' Modular Body on Dodge Ram 3500 Cummins diesel chassis	$	114,000.00

Published Options:

Granning air suspension system	$	5,500.00
Single 8" 3M reflective stripe with non-reflective pinstripe and basic reflective lettering	$	1,800.00
4 high powder coated aluminum glove box holder	$	175.00
2 high powder coated aluminum "D" cylinder holder	$	150.00
Large aluminum map holder (x 2)	$	350.00
Oxygen regulator	$	150.00
Dry erase board in module	$	100.00
Padded bolster cabinet at end of squad bench	$	350.00

Base Price	$	114,000.00
Published Options	$	8,575.00
Buy Board fee	$	800.00
Total	$	123,375.00

All pricing is F.O.B. Houston.

Per TMVCC we are quoting this through our licensed franchise dealer, Dallas Dodge Chrysler Jeep.

Please make your purchase order out to Dallas Dodge Chrysler Jeep (1150 LBJ Freeway, Dallas, TX 75238). Please email a copy of your purchase order and this quote to Steve Dornak with Dallas Dodge Chrysler Jeep at sdornak@swbell.net, BuyBoard at buyboard@tasb.org, and to Laura Richardson at lrichardson@frazerbilt.com.

Thank you for the opportunity to quote this job. If you have any questions please call me at 888-372-9371.

Best Regards,

Laura Richardson
Frazer, Ltd.

LGR:AF

FRAZER
The Leader in Generator Powered EMS Modules

January 31, 2011

James Piper
Division Chief of Training & EMS
Copperas Cove Fire Department
Email: jpiper@ci.copperas-cove.tx.us

Quote # 6909

Chief Piper,

Per your request we are quoting one (1) Frazer Type I 12' Generator Powered Module mounted on a 2011 Dodge Ram 3500 6.7L diesel chassis with air suspension systems. For your convenience all pricing has been itemized below.

Frazer Type I 12' GPM	$	68,500.00
*2011 Dodge Ram 3500 6.7L diesel chassis	$	37,250.00
Granning air suspension system	$	5,500.00
Heat shielding for diesel chassis	$	1,500.00
Optional items (see below)	$	9,825.00
BuyBoard fee	$	800.00
Total	$	123,375.00

Optional items:

Paint entire module Dodge white to match chassis	$	incl.
3M white diamond grade conspicuity w/ red overlay in chevron pattern on entire rear of module	$	1,400.00
Striping and lettering w/ 32” Star of Life on roof of module (red belt-line stripe w/ blue lettering)	$	1,900.00
Outside only lower rear storage w/ shelf 21 3/4” ID from floor to bottom of shelf	$	N/C
Buell 10" & 12" air horns w/ compressor and foot switch	$	1,900.00
‘M’ oxygen cylinder setup in lieu of standard	$	N/C
Stainless steel wheel covers	$	incl.
(8) Federal Signal QuadraFlare 6x4 series red LED box lights	$	incl.
(5) Federal Signal QuadraFlare 6x4 series LEDs on front wall (A-R-C-R-A)	$	N/C
(3) Federal Signal QuadraFlare 6x4 series amber LEDs on rear wall	$	incl.
(2) Federal Signal QuadraFlare 6x4 series red wheel well LEDs	$	incl.
(2) Whelen 508 series load lights	$	incl.
(4) Federal Signal QuadraFlare 6x4 series red/clear grille and intersect LEDs in lieu of standard	$	425.00
Triple blank insert in console	$	100.00
Console layout: (double switch panel – siren – triple blank insert)	$	N/C
2 high powder coated aluminum "D" cylinder holder in front I/O facing rear	$	150.00
(2) large aluminum map holders (1 at rear of console, 1 on laydown O2)	$	350.00
Fire extinguisher on floor between laydown O2 and front I/O	$	N/C
Double locking drug box	$	250.00
Additional 120VAC duplex outlet in driver's side front corner area below shelf	$	125.00

3 receptacle 12VDC outlet, no medical diode isolator at action wall	$	100.00
Furnish and install (2) single Cat-6 phone jacks in front driver's side corner area below shelf, (1) single jack at the action wall, and (1) single jack at the front wall (connect jacks together w/ Cat-6 cable)	$	225.00
4 high powder coated aluminum glove box holder on rear wall	$	175.00
Squad bench cabinet w/ padding on the end	$	500.00
Furnish and install (2) dry erase boards above squad bench	$	125.00
Extra sharps container and bracket above squad bench	$	75.00
Bolster cabinet at front of squad bench w/ short grab bar above it	$	50.00
(2) 2 high powder coated aluminum glove box holders in bolster cabinet	$	250.00
Large trash can & bracket on side entry door	$	75.00
Furnish and install (2) NMOB connectors through roof	$	100.00
Blue cushions	$	incl.
EVS captain's chair with built-in child safety seat	$	700.00
175-3 single position cot mount	$	incl.
Akro bins (36 small, 12 large)	$	325.00
Oxygen regulator	$	175.00
Ramp at rear entry doors	$	incl.
LED in ceiling above captains chair switched at action wall and rear entry doors in lieu of at console	$	N/C
(8) Grote LED interior ceiling lights	$	incl.
Double-pane entry door windows	$	incl.
Tiger Foam E-84 fire rated polyurethane foam insulation in ceiling, walls, and entry doors	$	incl.
Ferno Washington antler and bar	$	350.00

All pricing is F.O.B. Houston.

*There are a limited number of chassis available at this price. Once these chassis are gone the chassis price will increase $ 5,000.00.

Per TMVCC we are quoting this through our licensed franchise dealer, Dallas Dodge Chrysler Jeep.

Of course this module has standard Frazer features including all aluminum powder coated cabinets, seamless cushions, horizontally mounted “M” oxygen cylinder setup, filtered air conditioning, 100% vinyl flooring, protective cot plates, all LED emergency lighting, LED interior ceiling lights, Impact self-contained suction, on-board battery charger, double-pane entry door windows, and stainless steel grab handles, just to name a few.

Thank you for the opportunity to quote this job. If you have any questions please call me at 888-372-9371.

Best Regards,

Laura Richardson

Laura Richardson
Frazer, Ltd.

LGR:AF.

City Council Regular **Item #: G. 4.**

Date: 02/15/2011

Contact: Andrea Gardner, City Manager

Information

SUBJECT

Consideration and action on approving a resolution establishing rules and regulations regarding the use of excessive force during nonviolent civil rights demonstrations, including physically barring entrance to a facility or location which is the subject of such demonstrations, and providing penalties for violations thereof. ***Andrea M. Gardner, City Manager***

BACKGROUND/HISTORY

The City of Copperas Cove has received numerous Community Development Block Grant, CDBG, grants through HUD and administered and audited by the Texas Department of Rural Affairs, TDRA. As such, HUD and TDRA require the City to approve an excessive force policy to comply with the Section 906 of the Cranston-Gonzalez Affordable Housing Act of 1990 and the 2009 TxCDBG Project Implementation Manual requirements from Section A - Chapter 13 Compliance.

FINDINGS/CURRENT ACTIVITY

During the most recent audit performed by the Texas Department of Rural Affairs, the City was notified of the need for a Excessive Force Policy (see item 22 in the attached audit checklist). Thus, staff prepared the attached resolution for the governing body to consider adoption. Adoption of the resolution would prohibit the use of excessive force by law enforcement agencies within the City's jurisdiction against any individual engaged in nonviolent civil rights demonstrations. Furthermore, the resolution creating the policy establishes the enforcement of applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstration within the City's jurisdiction.

ACTION OPTIONS/RECOMMENDATION

City staff recommends approval of a resolution establishin rules and regulations regarding the use of excessive force.

Attachments

Link: Excessive Force Resolution

Link: 2009 TxCDBG Project Implementation Manual

RESOLUTION NO. 2011-04

A RESOLUTION ESTABLISHING RULES AND REGULATIONS REGARDING THE USE OF EXCESSIVE FORCE DURING NONVIOLENT CIVIL RIGHTS DEMONSTRATIONS, INCLUDING PHYSICALLY BARRING ENTRANCE TO A FACILITY OR LOCATION WHICH IS THE SUBJECT OF SUCH DEMONSTRATIONS, AND PROVIDING PENALTIES FOR VIOLATIONS THEREOF IN THE CITY OF COPPERAS COVE, CORYELL COUNTY, STATE OF TEXAS.

WHEREAS, Amendment 1 to the Constitution of the United States provides the right of people peaceably to assemble; and

WHEREAS, Section 906 of the Cranston-Gonzalez Affordable Housing Act of 1990 requires that a recipient of HUD funds adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within their jurisdiction against individuals engaged in nonviolent civil rights demonstrations; and

WHEREAS, jurisdictions receiving HUD funds must adopt and enforce a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstration within its jurisdiction; and

WHEREAS, the City of Copperas Cove recognizes by signing a grant contract administered by the Texas Department of Rural Affairs as a grant recipient, it agrees to pass and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

WHEREAS, the City further agrees to pass and enforce applicable State and local laws against physically barring entrance to or exit from, a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction; and

WHEREAS, the City considers receiving HUD funds administered by the Texas Department of Rural Affairs to be in the best interest of the City; and

WHEREAS, the governing body for the City of Copperas Cove, agrees an excessive force policy that complies with Section 906 of the Cranston-Gonzalez Affordable Housing Act of 1990 and the Texas Department of Rural Affairs 2009 Administration Manual, is required and in the best interest of the City; and

WHEREAS, the excessive force policy was considered at a meeting of the governing body posted in accordance with the Texas Open Meetings Act.

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

Section 1.

It is the policy of the City of Copperas Cove to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations. The city also prohibits the physical barring of any entrance to, or exit from, such a facility within its jurisdiction.

Section 2.

It is the policy of the city to enforce this policy to the full extent allowed by law.

PASSED, APPROVED, AND ADOPTED on this 15th day of February 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

728050

CIVIL RIGHTS and FAIR HOUSING REVIEW

		Y	N	N/A	DOCUMENT SOURCE AND COMMENTS
1.	Are equal opportunity guidelines followed in advertising vacancies, such as posting job vacancies and including equal opportunity language?	✓			
2.	Have any equal employment opportunity complaints been filed against the Grant Recipient?		✓		Nature of complaint?
3.	Has the Equal Employment Opportunity Commission investigated the complaints?				
4.	Has a determination of discrimination been made as a result of the investigations(s)?				Determination:
	If Yes, question 5 is applicable.		N/A		
5.	Has a plan been developed that identifies the effects of past discrimination and specifies those actions the Grant Recipient will take in order to overcome the identified effects?				
6.	TXCDBG CONTRACT CERTIFICATION III: Does the Grant Recipient have a written Section 3 Plan (or equivalent)?	✓			Date Section 3 Plan Adopted 6-17-08
7.	Are survey forms/census data that were used to document project beneficiaries on file?	✓			
8.	Is beneficiary data by race, ethnicity, and gender available for review?	✓			
9.	Is there evidence that the Grant Recipient affirmatively publicized to small, minority and women-owned businesses whenever possible?	✓			
	Check affirmative action(s) taken:				
	Acceptable procurement procedures used				
	Placed qualified small, minority, and women-owned firms in solicitation lists whenever they were potential sources				
	Divided project activities into smaller tasks or services to allow small business participation				
	Established delivery schedules to encourage participation				
	Utilized either: Minority Business Development Centers; the Small				

	Business Administration, Department of Minority Business Enterprise; the Texas Department of Economic Development, Business Development Division				
	Provided direct bonding assistance or SBA Surety Bond Guarantee Program				
	CITIZENS PARTICIPATION REQUIREMENTS				
12.	Did the Grant Recipient implement procedures that allow individuals with handicaps to obtain information concerning the existence and location of accessible services, activities, and facilities?	✓			
13.	Do the Grant Recipient's personnel policies demonstrate that the locality is reasonably accommodating the known needs of handicapped employees and applicants?	✓			
14.	Has the Section 504 Self-Evaluation Review Form been completed?				to be submitted w/ close docs
15.	Does the Grant Recipient have more than 15 employees?	✓			*If Yes,* questions 16, 17, and 18 are applicable.
16.	Did the Grant Recipient designate the Section 504 coordinator?	✓			Name: Brian Hawkins
17.	Did the Grant Recipient publish a notice in a general circulated newspaper in the affected community that identifies its Section 504 compliance coordinator, and states, where appropriate, that it does not discriminate in admission or access to, or treatment or employment in, its federally assisted programs?				Date Published: to be submitted w/ close docs
18.	Did the Grant Recipient adopt grievance procedures that incorporate due process standards and allow for prompt resolution of complaints alleging any action prohibited by 24 CFR Part 8?	✓			*(These grievance procedures do not need to cover either applicants for employment or applicants for housing.)*
19.	Does the Grant Recipient maintain written citizens' complaint procedures?	✓			
20.	Do the procedures provide a timely written response to complaints and grievances?	✓			
21.	Has the Grant Recipient notified its citizens of the location and hours at which they may obtain a copy of the written procedures and the address and telephone number for submitting complaints?	✓			

22.	TxCDBG CONTRACT: CERTIFICATION (6): Has the Grant Recipient adopted and enforced a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individual engaged in nonviolent civil rights demonstrations; and a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstration within its jurisdiction?				Date adopted: to be submitted w/close docs
	FAIR HOUSING REVIEW				
		Y	N	N/A	DOCUMENT SOURCE AND COMMENTS
23.	Did the Grant Recipient conduct acceptable activities to affirmatively further fair housing during the contract period?	✓			
	Proclamation/Declaration/Resolution	✓			Date Performed: 3-2-10
	Ordinance (municipalities only)				Date adopted/amended:
	• Does the ordinance/policy include all 7 federally protected classes? (race, color, religion, sex, handicap, familial status, and national origin)				
	• Does the ordinance contain a penalty clause?				
	Publicized Activities				
	Fair Housing Statement				Date:
	Policies				Date:
	Other: _____				Date:
	Message included on/with utility bill				Date:
	FAIR HOUSING REVIEW				
24.	Did the Grant Recipient appoint a Fair Housing Officer?	✓			Name: Brian Hawkins
25.	Has the Secretary of HUD investigated any complaint(s) of discrimination and non-compliance against the Grant Recipient?		✓		

If Yes, briefly describe the status of the complaint(s)?

City Council Regular **Item #: G. 5.**

Date: 02/15/2011

Contact: Andrea Gardner, City Manager

Information

SUBJECT

Consideration and action on approval of a resolution to support the legislative activities of Atmos Texas Municipalities during the 82nd Session of the Texas Legislature for gas utility ratemaking legislation.
Andrea M. Gardner, City Manager

BACKGROUND/HISTORY

The City has participated with a coalition of cities, known as Atmos Texas Municipalities ("ATM"), in Atmos Energy rate cases. The coalition was formed more than ten years ago to respond to rate increase requests by Atmos and a predecessor gas company. ATM has been active in many rate proceedings at the Railroad Commission of Texas. The Commission has appellate jurisdiction of all gas utility rate cases filed with the City. During 81st Legislative Session, ATM was active at the Legislature in preserving original jurisdiction for cities to set gas utility rates. ATM functions through a Steering Committee of representatives from the member cities.

FINDINGS/CURRENT ACTIVITY

The 82nd Legislative Session is extremely important. The Railroad Commission, which administers the Gas Utility Regulatory Act, is up for Sunset Review. During the Sunset Review process the Legislature decides whether to continue or alter the agency or reconstitute it in a new form. The Legislature may amend or abolish any of the laws which the agency administers. Prior to the beginning of the session the Sunset Advisory Commission recommended that the Railroad Commission be abolished and that a new agency known as the Texas Oil and Gas Commission be established to undertake most of the functions. Instead of three elected commissioners, the Advisory Commission recommended that the new agency would be run by one commissioner appointed by the Governor.

It is to be expected that several gas companies are going to push for a new regulatory process which would allow for annual rate increases based upon a formula or upon pre-set criteria with very little review of revenues and expenses. All gas utility regulation is on the table during the 82nd Session including provisions which allow for gas companies to charge ratepayers for taxes which are not paid to the Internal Revenue Service.

The City is invited to participate with the Steering Committee. A Sunset Review session only comes about every twelve (12) years. Municipalities play a vital role in seeing that gas utility rates are set in a manner which results in just and reasonable rates. The municipalities' vital role is at risk without significant participation at the Capitol by municipal coalitions like ATM.

ACTION OPTIONS/RECOMMENDATION

City staff and the Steering Committee of Atmos Texas Municipalities recommend the
City Council approve the adoption of the resolution to support the legislative activities of ATM during the 82nd Session of the Texas Legislature for gas utility ratemaking legislation.

Fiscal Impact

Funds available Y/N?: Y

FINANCIAL IMPACT:

ATM has sufficient funds availble, thus member City funding contributions aren't required to support the legislative effort.

Attachments

Link: Atmos Ratemaking resolution

RESOLUTION NO. 2011-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, SUPPORTING THE LEGISLATIVE ACTIVITY AND GOALS OF THE ATMOS TEXAS MUNICIPALITIES ("ATM") BEFORE THE TEXAS LEGISLATURE AS THEY RELATE TO THE SETTING OF NATURAL GAS RATES; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION WAS PASSED WAS IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of Copperas Cove, Texas, hereinafter referred to as "City," is a member of Atmos Texas Municipalities ("ATM"); and

WHEREAS, ATM has participated in numerous gas utility ratemaking proceedings before the Railroad Commission of Texas ("RRC"); and

WHEREAS, during the 82nd Regular Session of the Texas Legislature the Railroad Commission, which sets gas utility rates on appeal from decisions made by municipalities, is up for sunset review; and

WHEREAS, during sunset review the Legislature may consider abolishing or reconstituting the RRC and amending, altering or eliminating laws which affect gas utility ratemaking; and

WHEREAS, the City supports ATM's participation at the 82nd Texas Legislature in order to improve regulatory decision-making in gas utility ratemaking proceedings both before the City and before any state agency that is authorized to set rates that affect ratepayers within the City.

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

Section 1.

That the findings set out in the preamble to this resolution are hereby in all things approved and adopted.

Section 2.

The City directs ATM to oppose legislation which allows for:

- Annual rate increases based upon a formula or pre-set criteria.
- The elimination or reduction in the ability of incorporated municipalities to exercise original jurisdiction to set rates.
- The imposition of taxes on ratepayers which are not paid by the gas utility to the Internal Revenue Service or the Texas Comptroller of Accounts.
- The setting of rates which unfairly burden low use customers.
- The setting of rates which promote the waste or inefficient use of natural gas.
- Reduction in the number of Commissioners of the Railroad Commission or its successor agency to less than three.
- The setting of rates which does not permit a complete and thorough review of capital expenditures by gas utilities.

Section 3.

The City directs ATM to support legislation which allows for:

- The transfer of gas utility ratemaking functions to the Public Utility Commission.
- The continuation of original jurisdiction by municipalities over gas utility ratemaking.
- The State Office of Administrative Hearings ("SOAH") to preside over all contested hearings involving gas utility ratemaking where a state regulatory agency is exercising original or appellate jurisdiction.
- The designing of rates which encourage the wise and efficient use of natural gas.

Section 4.

The City authorizes the ATM Steering Committee to hire and direct legislative advocates to act on its behalf during the 82nd Regular Session of the Texas Legislature.

Section 5.

The City is not obligated to support the ATM legislative effort out of its own funds.

Section 6.

That a copy of this resolution shall be sent to Mr. Jim Boyle, Herrera & Boyle, PLLC, 816 Congress Avenue, Suite 1250, Austin, Texas 78701.

Section 7.

That the meeting at which the aforesaid bid was accepted was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code Chapter 551.

Section 8.

That this resolution shall become effective from and after its passage.

PASSED, APPROVED, AND ADOPTED on this 15th day of February 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

City Council Regular **Item #: G. 6.**

Date: 02/15/2011

Contact: Eddie Wilson, Police Captain,
Police Department

Information

SUBJECT

Consideration and action on the presentation of the 2010 Racial Profiling Report for the Copperas Cove Police Department. ***Eddie Wilson, Police Captain***

BACKGROUND/HISTORY

Beginning on January 1, 2002, the Copperas Cove Police Department, in accordance with the Texas Racial Profiling Law (S.B. No. 1074), has been collecting police contact data for the purpose of identifying and responding (if necessary) to concerns regarding racial profiling practices.

FINDINGS/CURRENT ACTIVITY

The information that is collected annually covers the time period from January 1 through December 31 of each year. The information collected shall be submitted, as outlined in the Texas Code of Criminal Procedures, Article 2.134 (2) (b), not later than March 1 of each year to the governing body of the municipality served by the Copperas Cove Police Department. The Racial Profiling Report that has been completed for the time period of January 1, 2010, through December 31, 2010, is presented to the governing body to satisfy the requirements of the Code of Criminal Procedures.

ACTION OPTIONS/RECOMMENDATION

No action is required by the governing body.

Fiscal Impact

FINANCIAL IMPACT:

There is no financial impact.

Attachments

Link: 2010 Racial Profiling Report

Copperas Cove Police Department

Racial Profiling Report 2010

Timothy V. Molnes
Chief of Police
302 East Avenue E
Copperas Cove, Texas 76522
(254) 547-8222

Copperas Cove Police Department
Racial Profiling Report

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Copperas Cove Police Department
Racial Profiling Report

Introduction

Racial Profiling is defined by Texas law as a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity. There are two corollary principles that follow from adopting this definition of racial profiling:

1) police may not use racial or ethnic stereotypes as factors in selecting whom to stop and search, and
2) police may use race or ethnicity to determine whether a person matches a specific description of a particular suspect.

One of the most important steps in addressing a problem is acknowledging its existence. The problem of racial profiling is complex and multifaceted. The majority of police officers are hard-working public servants who perform a dangerous job with dedication and honor. However, the perception that some police officers are engaging in racial profiling has created resentment and distrust of the police, particularly in minority communities. When law enforcement practices are perceived to be biased, unfair, or disrespectful, individuals as well as entire communities are less willing to trust and confide in police officers, report crimes, and participate in problem solving communities.

Since January 1, 2002, the Copperas Cove Police Department, in accordance with the Texas Racial Profiling Law (S.B. No. 1074), has been collecting police contact data for the purpose of identifying and responding (if necessary) to concerns regarding racial profiling practices. It is our hope that the findings provided in this report will serve as evidence that the Copperas Cove Police Department continues to strive towards the goal of maintaining strong relations with the community.

In this report, the reader will encounter several sections designed at providing background information on the rationale and objectives of the Texas Racial Profiling Law. Other sections contain information relevant to the institutional policies adopted by the Copperas Cove Police Department banishing the practice of racial profiling among its officers.

The final components of this report provide statistical data relevant to the public contacts made during the period of January 1, 2010 and December 31, 2010. This information has been analyzed and compared to the data from the US Census Bureau 2005-2009 American Community Survey for the City of Copperas Cove and the US Census 2000 Texas Fair Roads Standard. It should be noted that there was no population data available for Middle Eastern individuals and no Fair Roads data for American Indian or Middle Eastern individuals. It is our sincere hope that the channels of communication between community leaders and the Copperas Cove Police Department continue to strengthen as we move forward to meet the challenges of the near future.

Copperas Cove Police Department
Racial Profiling Report

Section 1 Department Policy on Racial Profiling

I. PURPOSE AND POLICY

This Racial Profiling Policy is adopted in compliance with the requirements of Articles 2.131 through 2.136, Texas Code of Criminal Procedure, which prohibits Texas peace officers from engaging in racial profiling.

II. DEFINITIONS

A. **Racial Profiling:** means a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity. Racial profiling pertains to persons who are viewed as suspects or potential suspects of criminal behavior. The term is not relevant as it pertains to witnesses, complainants, persons needing assistance, or other citizen contacts.

B. **Race or Ethnicity:** means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.

C. **Acts Constituting Racial Profiling:** are acts initiating law enforcement action, such as a traffic stop, a detention, a search, issuance of a citation, or an arrest based solely upon an individual's race, ethnicity, or national origin or on the basis of racial or ethnic stereotypes, rather than upon the individual's behavior, information identifying the individual as having possibly engaged in criminal activity, or other lawful reasons for the law enforcement action.

D. **Pedestrian Stop:** means an interaction between a peace officer and an individual who is being detained for the purposes of a criminal investigation in which the individual is not under arrest.

E. **Traffic Stop:** means the stopping of a motor vehicle by a peace officer for an alleged violation of law or ordinance regulating traffic.

III. PROHIBITION

A. Peace officers of the City of Copperas Cove are strictly prohibited from engaging in racial profiling.

B. The prohibition against racial profiling does not preclude the use of race, ethnicity, or national origin as factors in a detention decision by a peace officer. Race, ethnicity, or national origin may be legitimate factors in such a decision when used as part of a description of a suspect or witness for whom a peace officer is searching.

IV. COMPLAINT PROCESS AND PUBLIC EDUCATION

A. Any person who believes that a peace officer employed by the City has engaged in racial profiling with respect to that person may file a complaint with the City, and no person shall be discouraged, intimidated, or coerced from filing such a complaint, or be discriminated against because they have filed such a complaint.

B. The City shall accept and investigate citizen complaints alleging racial profiling by its peace officers. Such complaints shall be in writing, or the city employee, officer, or official receiving the complaint should reduce the same to writing, and should include the time, place, and details of the incident of alleged racial profiling, the identity or description of the peace officer or officers involved, and the identity and manner of contacting the complainant.

C. Any peace officer, city employee, or city official who receives a citizen complaint alleging racial profiling shall forward the complaint to the Chief of Police immediately.

D. Receipt of each complaint shall be acknowledged to the complainant in writing, all such complaints shall be reviewed and investigated by the Division Lieutenant within a reasonable period of time, and the results of the Division Lieutenant's review and investigation shall be filed with the Chief of Police and with the complainant.

E. In investigating a complaint alleging racial profiling, the Division Lieutenant shall seek to determine if the officer who is the subject of the complaint has engaged in a pattern of racial profiling that includes multiple acts constituting racial profiling for which there is no reasonable, credible explanation based on established police and law enforcement procedures. A single act constituting racial profiling may not be considered a pattern of racial profiling, and may not be grounds for corrective action.

D. In the event that a complaint of racial profiling filed by an individual involves an occurrence that was recorded on audio or video, the Division Lieutenant shall, upon commencement of the investigation of the complaint and upon written request of the officer, promptly provide a copy of the recording to the peace officer that is a subject of the complaint.

E. The police department shall provide education to the public concerning the racial profiling complaint process. A summary of the public education efforts made during the preceding year shall be included with the annual report filed with the governing body of the City of Copperas Cove under Part VI below.

V. CORRECTIVE ACTION

Any peace officer who is found, after investigation, to have engaged in racial profiling in violation of this policy shall be subject to corrective action, which may include reprimand; diversity, sensitivity or other appropriate training or counseling; paid or unpaid suspension; termination of employment, or other appropriate action as determined by the Chief of Police.

VI. COLLECTION OF INFORMATION AND ANNUAL REPORT WHEN CITATION ISSUED OR ARREST MADE

A. For each traffic stop in which a citation is issued and for each arrest resulting from such traffic stops, a peace officer involved in the stop shall collect information identifying the race or ethnicity of the person detained, stating whether a search was conducted, and if a search was conducted, whether the person detained consented to the search.

B. The information collected shall be compiled in an annual report covering the period January 1 through December 31 of each year, and shall be submitted to the governing body of the City of Copperas Cove no later than March 1 of the following year.

C. The annual report shall not include identifying information about any individual stopped or arrested, and shall not include identifying information about any peace officer involved in a stop or arrest.

VII. AUDIO AND VIDEO EQUIPMENT

A. The Chief of Police shall, immediately upon enactment of this policy, commence examination of the feasibility of installing video camera equipment and transmitter-activated equipment in each City motor vehicle regularly used to make traffic stops, and transmitter-activated equipment in each City motorcycle regularly used to make traffic stops, and shall report to the governing body of the City of Copperas Cove on the findings of such examination no later than six months following enactment of this policy. The report shall include funding options available to the City, including any funding available through the Department of Public Safety.

B. In the event that the findings of such examination support the installation of such equipment, the governing body shall consider and take action on installing the equipment, applying for funding to secure and install such equipment, or such other action as the governing body considers appropriate. In the event the examination does not support installing such equipment, the Chief of Police shall periodically update the governing body on such feasibility.

C. In the event that the governing body determines that funds are needed in order to install the equipment, it shall pass a resolution certifying that fact to the Department of Public Safety. On receipt of either sufficient funds or video and audio equipment, the governing body shall install video and transmitter-activated

equipment in each motor vehicle regularly used to make traffic stops, and shall install transmitter-activated equipment on each motorcycle regularly used to make traffic stops, and the governing body shall pass a resolution certifying to the Department of Public Safety that such equipment has been installed and is being used to record each traffic and pedestrian stop made by a peace officer employed by the City that is capable of being recorded by video and audio or audio equipment, as appropriate.

VIII. REVIEW OF VIDEO AND AUDIO DOCUMENTATION-STANDARDS

A. In the event that audio and video equipment is installed, each audio and video recording shall be retained for a minimum period of ninety (90) days unless a complaint is filed alleging that a peace officer of the City has engaged in racial profiling with respect to a traffic or pedestrian stop, in which case the recording shall be retained until final disposition of the complaint.

B. In conjunction with preparation of the annual report required under Part VI above, the Patrol Lieutenant shall periodically conduct reviews of a randomly-selected sampling of video and audio recordings made recently by peace officers employed by the City in order to determine if patterns of racial profiling exist.

C. In reviewing audio and video recordings, the Patrol Lieutenant shall seek to determine if the officer who is involved therein has engaged in a pattern of racial profiling that includes multiple acts constituting racial profiling for which there is no reasonable, credible explanation based on established police and law enforcement procedures.

D. A single act constituting racial profiling may not be considered a pattern of racial profiling, and shall not be grounds for corrective action.

IX. COLLECTION, COMPLIANCE, ANALYSIS, AND REPORTING REQUIREMENTS IN ABSENCE OF EITHER AUDIO AND VIDEO EQUIPMENT OR NON-FUNDING CERTIFICATION BY THE GOVERNING BODY

A. In addition to the annual report required when citations are issued and arrests made, and so long as the City of Copperas Cove has not equipped all motor vehicles and motorcycles regularly used to make traffic and pedestrian stops with audio and video equipment, as applicable, and so long as the City has not or is not able to certify to the Department of Public Safety that it needs funds for such audio and video equipment but has not received such funds, then each peace officer of the City shall make the following report for each traffic and pedestrian stop:

1. A physical description of each person detained as a result of the stop, including:

   a. the person's gender; and

b. the person's race or ethnicity, as stated by the person, or if the person does not state the person's race or ethnicity, as determined by the officer to the best of his or her ability;

2. The traffic law or ordinances alleged to have been violated or the suspected offense;

3. Whether the officer conducted a search as a result of the stop, and, if so, whether the person detained consented to the search;

4. Whether any contraband was discovered in the course of the search and the type of contraband discovered;

5. Whether probable cause to search existed and the facts supporting the existence of that probable cause;

6. Whether the officer made an arrest as a result of the stop or the search, including a statement of the offense charged;

7 The street address or approximate location of the stop; and

8. Whether the officer issued a warning or a citation as a result of the stop, including a description of the warning or a statement of the violation charged.

B. The information in each report shall be analyzed and compiled in a report that covers the period January 1 through December 31 of each year, and shall be submitted to the governing body of the City of Copperas Cove no later than March 1 of the following year. Each such report shall include:

1. A comparative analysis of the information compiled by each officer under Part IX (A) (1)-(8) to:

a. determine the prevalence of racial profiling by peace officers employed by the City; and

b. examine the disposition of traffic and pedestrian stops made by officers employed by the City, including searches resulting from such stops; and

2. Information relating to each complaint filed with the City alleging that a peace officer employed by the City had engaged in racial profiling.

C. The report required by Part IX may not include identifying information about a peace officer who makes a traffic or pedestrian stop or about an individual who is stopped or arrested by an officer.

D. The compilation of information, analysis, and report required by Part IX shall not be required for any calendar year during which:

1. The City has equipped all motor vehicles and motorcycles regularly used to make traffic and pedestrian stops with audio and video equipment, and each traffic and pedestrian stop made by a peace officer employed by the City that is capable of being recorded by video and audio or audio equipment, as appropriate, has been so recorded; or

2. The City has certified to the Department of Public Safety that it needs funds for such audio and video equipment, as described in Part VII(C) above, but has not received such funds.

X. PEACE OFFICER AND POLICE CHIEF TRAINING

A. Each peace officer employed by the City shall complete the comprehensive education and training program on racial profiling established by the Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE) not later than the second anniversary of the date the officer was licensed or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier.

B. The Chief of Police shall, in completing the training required by Section 96.641, Texas Education Code, complete the program on racial profiling established by the Bill Blackwood Law Enforcement Management Institute of Texas.

Section 2 Texas Laws on Racial Profiling

Code of Criminal Procedure

Art. 3.05. Racial Profiling
In this code, "racial profiling" means a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.

Art. 2.131. Racial Profiling Prohibited
A peace officer may not engage in racial profiling.

Art. 2.132. Law Enforcement Policy on Racial Profiling
(a) In this article:
(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make motor vehicle stops in the routine performance of the officers' official duties.
(2) "Motor vehicle stop" means an occasion in which a peace officer stops a motor vehicle for an alleged violation of a law or ordinance.
(3) "Race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, Native American, or Middle Eastern descent.
(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:
(1) clearly define acts constituting racial profiling;
(2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;
(3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;
(4) provide public education relating to the agency's complaint process;
(5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;
(6) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
(A) the race or ethnicity of the individual detained;
(B) whether a search was conducted and, if so, whether the individual detained consented to the search; and
(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and
(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
(A) the Commission on Law Enforcement Officer Standards and Education; and
(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

(c) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.
(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make motor vehicle stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make motor vehicle stops. If a law enforcement agency installs video or audio equipment as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.
(e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a motor vehicle stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).
(f) On the commencement of an investigation by a law enforcement agency of a complaint described by Subsection (b)(3) in which a video or audio recording of the occurrence on which the complaint is based was made, the agency shall promptly provide a copy of the recording to the peace officer who is the subject of the complaint on written request by the officer.
(g) On a finding by the Commission on Law Enforcement Officer Standards and Education that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b)(7), the commission shall begin disciplinary procedures against the chief administrator.

Art. 2.133. Reports Required for Motor Vehicle Stops
(a) In this article, "race or ethnicity" has the meaning assigned by Article 2.132(a).
(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of any person operating the motor vehicle who is detained as a result of the stop, including:
  (A) the person's gender; and
  (B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;
(2) the initial reason for the stop;
(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;
(4) whether any contraband or other evidence was discovered in the course of the search and a description of the contraband or evidence;
(5) the reason for the search, including whether:
  (A) any contraband or other evidence was in plain view;
  (B) any probable cause or reasonable suspicion existed to perform the search; or
  (C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle;
(6) whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;
(7) the street address or approximate location of the stop; and
(8) whether the officer issued a written warning or a citation as a result of the stop.

Art. 2.134. Compilation and Analysis of Information Collected

(a) In this article:

(1) "Motor vehicle stop" has the meaning assigned by Article 2.132(a).

(2) "Race or ethnicity" has the meaning assigned by Article 2.132(a).

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each law enforcement agency shall submit a report containing the incident-based data compiled during the previous calendar year to the Commission on Law Enforcement Officer Standards and Education and, if the law enforcement agency is a local law enforcement agency, to the governing body of each county or municipality served by the agency.

(c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities; and

(B) examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a motor vehicle stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).

(e) The Commission on Law Enforcement Officer Standards and Education, in accordance with Section 1701.162, Occupations Code, shall develop guidelines for compiling and reporting information as required by this article.

(f) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

(g) On a finding by the Commission on Law Enforcement Officer Standards and Education that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b), the commission shall begin disciplinary procedures against the chief administrator.

Art. 2.135. Partial Exemption for Agencies Using Video and Audio Equipment

(a) A peace officer is exempt from the reporting requirement under Article 2.133 and the chief administrator of a law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, is exempt from the compilation, analysis, and reporting requirements under Article 2.134 if:

(1) during the calendar year preceding the date that a report under Article 2.134 is required to be submitted:

(A) each law enforcement motor vehicle regularly used by an officer employed by the agency to make motor vehicle stops is equipped with video camera and transmitter-activated equipment and each law enforcement motorcycle regularly used to make motor vehicle stops is equipped with transmitter-activated equipment; and

(B) each motor vehicle stop made by an officer employed by the agency that is capable of being recorded by video and audio or audio equipment, as appropriate, is recorded by using the equipment; or

(2) the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a)(1)(A) and the agency does not receive from the state funds or video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.

(b) Except as otherwise provided by this subsection, a law enforcement agency that is exempt from the requirements under Article 2.134 shall retain the video and audio or audio documentation of each motor vehicle stop for at least 90 days after the date of the stop. If a complaint is filed with the law enforcement agency alleging that a peace officer employed by the agency has engaged in racial profiling with respect to a motor vehicle stop, the agency shall retain the video and audio or audio record of the stop until final disposition of the complaint.

(c) This article does not affect the collection or reporting requirements under Article 2.132.

(d) In this article, "motor vehicle stop" has the meaning assigned by Article 2.132(a).

Art. 2.136. Liability

A peace officer is not liable for damages arising from an act relating to the collection or reporting of information as required by Article 2.133 or under a policy adopted under Article 2.132.

Art. 2.137. Provision of Funding or Equipment

(a) The Department of Public Safety shall adopt rules for providing funds or video and audio equipment to law enforcement agencies for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), including specifying criteria to prioritize funding or equipment provided to law enforcement agencies. The criteria may include consideration of tax effort, financial hardship, available revenue, and budget surpluses. The criteria must give priority to:

(1) law enforcement agencies that employ peace officers whose primary duty is traffic enforcement;

(2) smaller jurisdictions; and

(3) municipal and county law enforcement agencies.

(b) The Department of Public Safety shall collaborate with an institution of higher education to identify law enforcement agencies that need funds or video and audio equipment for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A). The collaboration may include the use of a survey to assist in developing criteria to prioritize funding or equipment provided to law enforcement agencies.

(c) To receive funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency needs funds or video and audio equipment for that purpose.

(d) On receipt of funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency has installed video and audio equipment as described by Article 2.135(a)(1)(A) and is using the equipment as required by Article 2.135(a)(1).

Art. 2.138. Rules
The Department of Public Safety may adopt rules to implement Articles 2.131-2.137.

Art. 2.1385. Civil Penalty
(a) If the chief administrator of a local law enforcement agency intentionally fails to submit the incident-based data as required by Article 2.134, the agency is liable to the state for a civil penalty in the amount of $1,000 for each violation. The attorney general may sue to collect a civil penalty under this subsection.
(b) From money appropriated to the agency for the administration of the agency, the executive director of a state law enforcement agency that intentionally fails to submit the incident-based data as required by Article 2.134 shall remit to the comptroller the amount of $1,000 for each violation.
(c) Money collected under this article shall be deposited in the state treasury to the credit of the general revenue fund.

Education Code

96.641. Initial Training and Continuing Education for Police Chiefs
(a) The Bill Blackwood Law Enforcement Management Institute of Texas shall establish and offer a program of initial training and a program of continuing education for police chiefs. The curriculum for each program must relate to law enforcement management issues. The institute shall develop the curriculum for the programs. The curriculum must be approved by the Commission on Law Enforcement Officer Standards and Education.
(b) Each police chief must receive at least 40 hours of continuing education provided by the institute under this section each 24-month period. The Commission on Law Enforcement Officer Standards and Education by rule shall establish a uniform 24-month continuing education training period.
(c) An individual appointed or elected to that individual's first position as chief must receive not fewer than 80 hours of initial training for new chiefs in accordance with Subsections (d) and (e).
(d) A newly appointed or elected police chief shall complete the initial training program for new chiefs not later than the second anniversary of that individual's appointment or election as chief. The initial training program for new chiefs is in addition to the initial training and continuing education required by Chapter 1701, Occupations Code. The Commission on Law Enforcement Officer Standards and Education by rule shall establish that the first continuing education training period for an individual under Subsection (b) begins on the first day of the first uniform continuing education training period that follows the date the individual completed the initial training program.
(e) The institute by rule may provide for the waiver of:
(1) the requirement of all or part of the 80 hours of initial training for new chiefs to the extent the new chief has satisfactorily completed equivalent training in the 24 months preceding the individual's appointment or election; or

(2) the continuing education requirements of Subsection (b) for an individual who has satisfactorily completed equivalent continuing education in the preceding 24 months.

(f) An individual who is subject to the continuing education requirements of Subsection (b) is exempt from other continuing education requirements under Subchapter H, Chapter 1701, Occupations Code.

(g) In this section, "police chief" or "chief" means the head of a police department.

(h) The chief of a municipal police department must be licensed as a peace officer by the commission no later than one year after the date that the chief is appointed to the position of police chief. The commission shall establish requirements for licensing and for revocation, suspension, cancellation, or denial of peace officer license for a police chief.

(i) A police chief who does not comply with this section cannot continue to be the chief.

(j) As part of the initial training and continuing education for police chiefs required under this section, the institute shall establish a program on asset forfeiture under Chapter 59, Code of Criminal Procedure. The program must include an examination of the best practices for educating peace officers about asset forfeiture and monitoring peace officers' compliance with laws relating to asset forfeiture.

(k) As part of the initial training and continuing education for police chiefs required under this section, the institute shall establish a program on racial profiling. The program must include an examination of the best practices for:

(1) monitoring peace officers' compliance with laws and internal agency policies relating to racial profiling;

(2) implementing laws and internal agency policies relating to preventing racial profiling; and

(3) analyzing and reporting collected information.

(l) As part of the initial training and continuing education for police chiefs required under this section, the institute shall establish a program on de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments. The program must include an examination of the best practices for:

(1) monitoring peace officers' compliance with internal agency policies relating to de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments; and

(2) implementing internal agency policies relating to those techniques.

(m) A police chief may not satisfy the requirements of Subsection (l) by taking an online course on de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments.

Occupations Code

1701.402. Proficiency Certificates

(a) The commission shall issue certificates that recognize proficiency based on law enforcement training, education, and experience. For this purpose the commission shall use the employment records of the employing agency.

(b) As a requirement for a basic proficiency certificate, the commission shall require completion of local courses or programs of instruction on federal and state statutes that relate to employment issues affecting peace officers and county jailers, including:

(1) civil service;

(2) compensation, including overtime compensation, and vacation time;

(3) personnel files and other employee records;

(4) management-employee relations in law enforcement organizations;

(5) work-related injuries;
(6) complaints and investigations of employee misconduct; and
(7) disciplinary actions and the appeal of disciplinary actions.

(c) An employing agency is responsible for providing the training required by this section.

(d) As a requirement for an intermediate proficiency certificate, an officer must complete an education and training program on asset forfeiture established by the commission under Section 1701.253(g).

(e) As a requirement for an intermediate proficiency certificate, an officer must complete an education and training program on racial profiling established by the commission under Section 1701.253(h).

(f) As a requirement for an intermediate proficiency certificate, an officer must complete an education and training program on identity theft established by the commission under Section 1701.253(i).

(g) As a requirement for an intermediate proficiency certificate or an advanced proficiency certificate, an officer must complete the education and training program described by Section 1701.253 regarding de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments.

Text of subsection as added by Acts 2009, 81st Leg., R.S., Ch. 1002, Sec. 6

(h) As a requirement for an intermediate or advanced proficiency certificate issued by the commission on or after January 1, 2011, an officer must complete the basic education and training program on the trafficking of persons described by Section 1701.258(a).

Text of subsection as added by Acts 2009, 81st Leg., R.S., Ch. 1172, Sec. 17

(h) As a requirement for an intermediate proficiency certificate, an officer must complete an education and training program on investigative topics established by the commission under Section 1701.253(b).

(i) As a requirement for an intermediate proficiency certificate, an officer must complete an education and training program on civil rights, racial sensitivity, and cultural diversity established by the commission under Section 1701.253(c).

Transportation Code

543.202. Form of Record

(a) In this section, "race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.

(b) The record must be made on a form or by a data processing method acceptable to the department and must include:

(1) the name, address, physical description, including race or ethnicity, date of birth, and driver's license number of the person charged;
(2) the registration number of the vehicle involved;
(3) whether the vehicle was a commercial motor vehicle as defined by Chapter 522 or was involved in transporting hazardous materials;
(4) the person's social security number, if the person was operating a commercial motor vehicle or was the holder of a commercial driver's license or commercial driver learner's permit;

(5) the date and nature of the offense, including whether the offense was a serious traffic violation as defined by Chapter 522;
(6) whether a search of the vehicle was conducted and whether consent for the search was obtained;
(7) the plea, the judgment, whether the individual was adjudicated under Article 45.0511, Code of Criminal Procedure, and whether bail was forfeited;
(8) the date of conviction; and
(9) the amount of the fine or forfeiture.

Section 3 Baseline Data

Before statistics can be evaluated, it is necessary to define the baseline for comparison. Several methods for determining a baseline have been proposed throughout the state and none are perfect. There are shortcomings with each proposed method. Generally, the following methods for determining baselines have been suggested:

(1) The ACLU's Fair Roads Standard that uses census data to determine the number of households with vehicles available.
(2) Census data for specific jurisdictions such as the racial demographics for Copperas Cove.
(3) Licensed driver data for the geographic area.

The Texas Fair Roads Standard uses Census data on the number of households with vehicles available to calculate a statistical baseline by which departments can estimate the prevalence of racial profiling as required in Texas state law. This method tends to exclude the underprivileged families who may share vehicles with other members of their family not living in the same residence or others who drive periodically for various reasons. In the specific area of Southern Coryell County, it tends to exclude untold numbers of soldiers who were not counted in the census as being residents of Coryell County at all or who tend not to own a car but drive none the less.

Using Census data is problematic because of the regional nature of Copperas Cove. Due to Fort Hood, this area experiences a high fluctuation of not just population but also racial demographics. With the Census only being completed once every ten years, this baseline will become less and less accurate every year. Many of the personnel on Fort Hood are not native to the Central Texas area and may not be counted on the Census at all.

Driver license data is also difficult for this geographic area because large numbers of the area's population are not licensed drivers in Texas. Additionally, driver license data does not separate white from Hispanic drivers. They are considered the same by Texas DPS driver license data.

Additional concerns for baseline comparison arise from the evaluation of mixed race individuals. Officers are instructed to make their best estimate as to the race or ethnicity of a driver if they cannot gather the information from the driver license information. Many times individuals are encountered with those who are Hispanic but have an Anglo last name. A person who is black and Caucasian mixed may appear black but not have been counted as "one race" black by the census. And finally, a person may be a white Hispanic or black Hispanic. Black Hispanics would most likely be categorized as black by a police officer but counted as Hispanic in the census. There is and continues to be a concern regarding the Census undercounting of minorities.

With these many issues in mind, this report will utilize the "race alone or in combination with one or more other races" Census Data and the Fair Roads Standard Data for Copperas Cove.

Section 4 Department Statistics

Table 1

The Copperas Cove Police Department performed 12121 traffic and pedestrian stops in CY 2010. Of these stops, 63.1% of the individuals were white, 23.4% were black, 10.5% were Hispanic, 2.4% were Asian, 0.3% was American Indian, and 0.3% was Middle Eastern. These statistics revealed no anomalies when compared to the baseline data. Although there was a decrease of 580 stops over the previous year, the percentage of stops on each race reflected very little change over CY 2009.

Table 2

7568 or 62.4% of the 12121 stops were conducted on residents of Copperas Cove and 4553 or 37.6% were conducted on non-residents. This statistic reveals that a large percentage of police contacts are performed on individuals who reside outside of Copperas Cove making the available baseline data even less accurate. There is currently no system in place which measures the demographics of non-residents who visit, drive through, or work in Copperas Cove.

Table 3

The officer was unaware of the race or ethnicity of the driver or pedestrian prior to making the stop on 11682 or 96.4% of the 12121 stops. This statistic reveals that a large percentage of police contacts are performed on individuals prior to any knowledge of race or ethnicity.

Table 4

Of the 12121 stops, 5746 or 47.4% resulted in citations being issued. A total of 9854 charges were filed. 62.5% were issued to white individuals, 22.9% were issued to black individuals, 11.3% were issued to Hispanic individuals, 2.7% were issued to Asian individuals, and the remaining 0.6% was issued to American Indian and Middle Eastern individuals. Like Table 1, these statistics revealed no anomalies when compared to the baseline data and reflected very little change over CY 2009.

Table 5

3565 or 62% of the 5746 citation stops were conducted on residents of Copperas Cove and 2181 or 38% were conducted on non-residents. Like Table 2, this statistic reveals that a large percentage of citation stops were conducted on individuals who reside outside of Copperas Cove.

Table 6

The Copperas Cove Police Department arrested or detained a total of 1827 individuals during CY 2010 with 1606 being adults (individuals over the age of 16). 334 or 20.8% of the 1606 arrests occurred during a stop. Of the 334 arrests, 52.7% were white, 31.1% were black, 14.7% were Hispanic, and 1.2% were Asian. Only one American Indian individual was arrested and none were Middle Eastern.

Statistics also revealed that of the 1606 total adult arrests, 618 or 38.5% of the arrests involved warrants being issued from a court. The remaining 988 or 61.5% were based on the officer's discretion. When broken down, a discrepancy is revealed among the four most common race categories. This discrepancy reflects not only in the arrest percentages but also in the search percentages since the majority of searches are performed after an arrest is made. The breakdown of total adult arrests compared to warrant arrests by race is as follows;

White – 326 out of 887 total arrests or 36.8% of arrests were for warrants.
Black – 232 out of 524 total arrests or 44.3% of arrests were for warrants.
Hispanic – 49 out of 162 total arrests or 30.2% of arrests were for warrants.
Asian – 11 out of 32 total arrests or 34.4% of arrests were for warrants.

Table 7

A review of these same 12121 stops revealed that arrests were made on 334 of the stops which is a frequency of 2.8% or about once every 36 stops. 2.3% of white individuals stopped were arrested, 3.7% for black individuals, 3.8% for Hispanics, 1.4% for Asians, and 1.3% for American Indians and Middle Easterners.

Table 8

225 or 67.4% of the 334 arrests were for residents of Copperas Cove and 109 or 32.6% were for non-residents. Like Tables 2 and 5, this statistic reveals that a large percentage of arrests are against individuals who reside outside of Copperas Cove.

Table 9

Of the 334 arrests, 82 involved an individual who also received a citation for a Transportation Code violation. 52.4% of those arrested and cited were white, 31.7% were black, 12.2% were Hispanic, and 2.4% were Asian. One American Indian individual was arrested and cited and none were Middle Eastern.

Table 10

50 or 61% of the 82 arrested and cited were residents of Copperas Cove and 32 or 39% were for non-residents. Like Tables 2, 5, and 8 this statistic reveals that a large percentage of those arrested and cited are individuals who reside outside of Copperas Cove.

Table 11

Of the 12121 stops, 449 searches were conducted. Of these 449 searches, 129 were based on consent from the individual and 320 were based on probable cause, incident to an arrest, or a vehicle inventory. 53.7% of those searched were white, 31.2% were black, 13.6% were Hispanic, and 2.5% were Asian or American Indian. No searches were conducted on Middle Easterners.

Table 12

An analysis of searches shows that a search was performed on 3.7% of all stops or about once every 27 stops. 3.1% of white individuals stopped were searched, 4.9% for black individuals, 4.8% for Hispanics, 2.1% for Asians, and 1.3% for American Indians.

Table 13

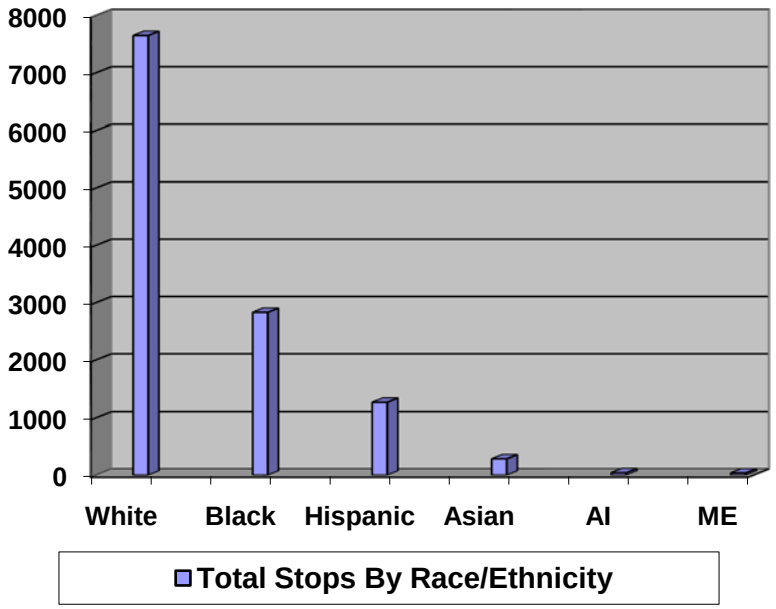
296 or 65.9% of the 449 searches were conducted on residents of Copperas Cove and 153 or 34.1% were on non-residents. Like Tables 2, 5, 8, and 10 this statistic reveals that a large percentage of searches are conducted on individuals who reside outside of Copperas Cove.

The law requires no discussion of formal complaints filed against the department or any individual officers for racial profiling but it should be known that during the calendar year of 2010, the Copperas Cove Police Department received no formal complaints for racial profiling.

Copperas Cove Police Department
Racial Profiling Report

Table 1: Total Traffic / Pedestrian Stops by Race/Ethnicity

	Total	% of Total	Population	Fair Roads
White	7652	63.1%	67.3%	65.2%
Black	2831	23.4%	26.7%	19.5%
Hispanic	1273	10.5%	12.0%	9.2%
Asian	285	2.4%	6.6%	2.6%
AI	42	0.3%	1.7%	N/A
ME	38	0.3%	N/A	N/A
Total Stops	**12121**	**100%**		

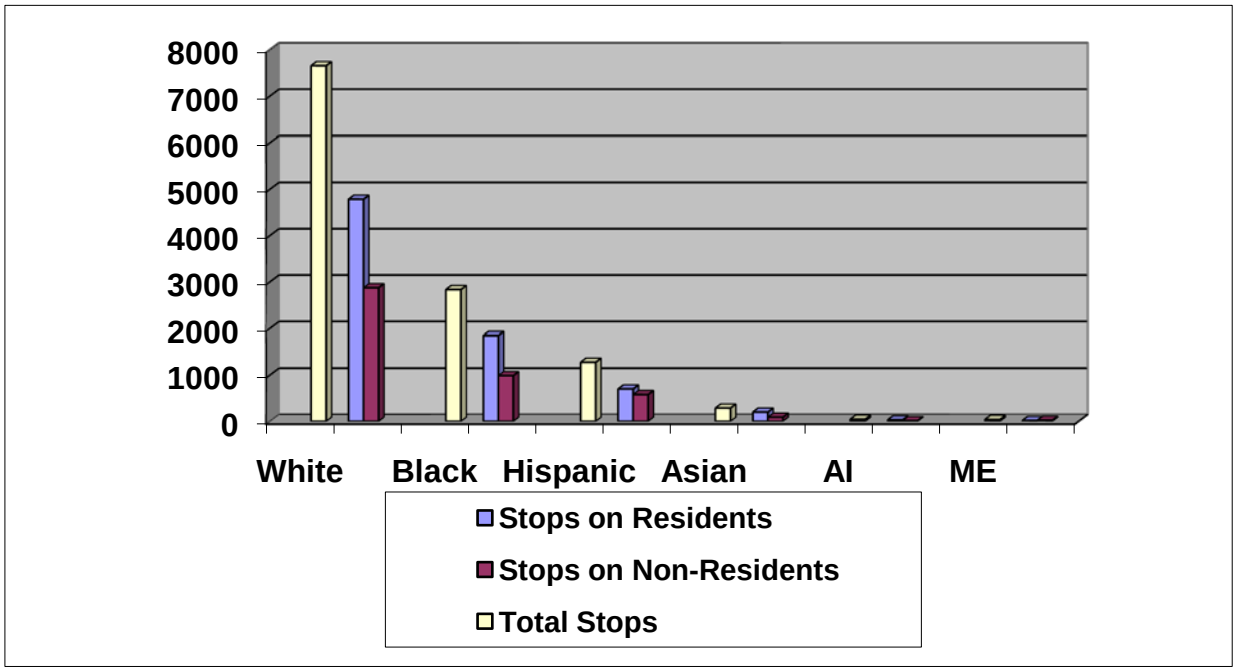


AI- American Indian
ME-Middle Eastern

Copperas Cove Police Department
Racial Profiling Report

Table 2: Total Traffic / Pedestrian Stops by Resident & Non-Resident

	Total Stops	Stops on Residents	% of Stops on Residents	Stops on Non-Residents	% of Stops on Non-Residents
White	7652	4782	62.5%	2870	37.5%
Black	2831	1846	65.2%	985	34.8%
Hispanic	1273	697	54.8%	576	45.2%
Asian	285	198	69.5%	87	30.5%
AI	42	29	69.0%	13	31.0%
ME	38	16	42.1%	22	57.9%
Total Stops	**12121**	**7568**	**62.4%**	**4553**	**37.6%**

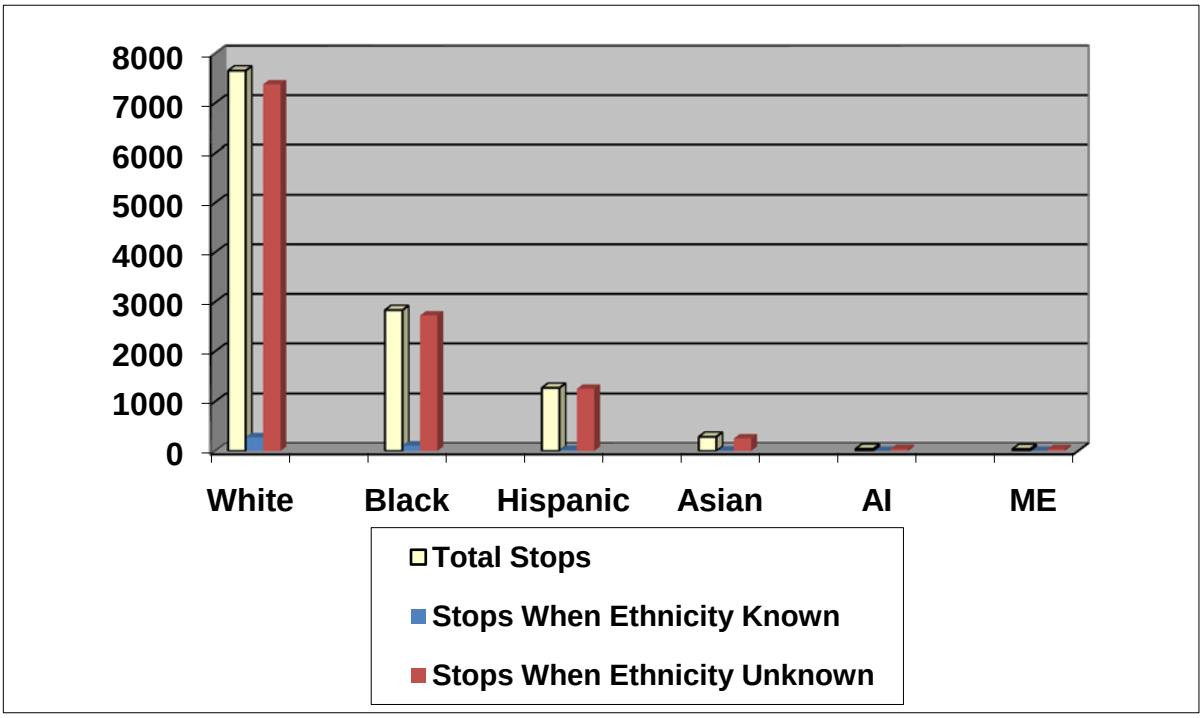


AI- American Indian
ME-Middle Eastern

Copperas Cove Police Department
Racial Profiling Report

Table 3: Total Traffic / Pedestrian Stops When Ethnicity Known & Unknown Prior to Stop

	Total Stops	Ethnicity Known	% of Stops on Ethnicity Known	Ethnicity Unknown	% of Stops on Ethnicity Unknown
White	7652	276	3.6%	7376	96.4%
Black	2831	110	3.9%	2721	96.1%
Hispanic	1273	19	1.5%	1254	98.5%
Asian	285	4	1.4%	251	98.6%
AI	42	0	0.0%	42	100.0%
ME	38	0	0.0%	38	100.0%
Total Stops	**12121**	**409**	**3.4%**	**11682**	**96.4%**

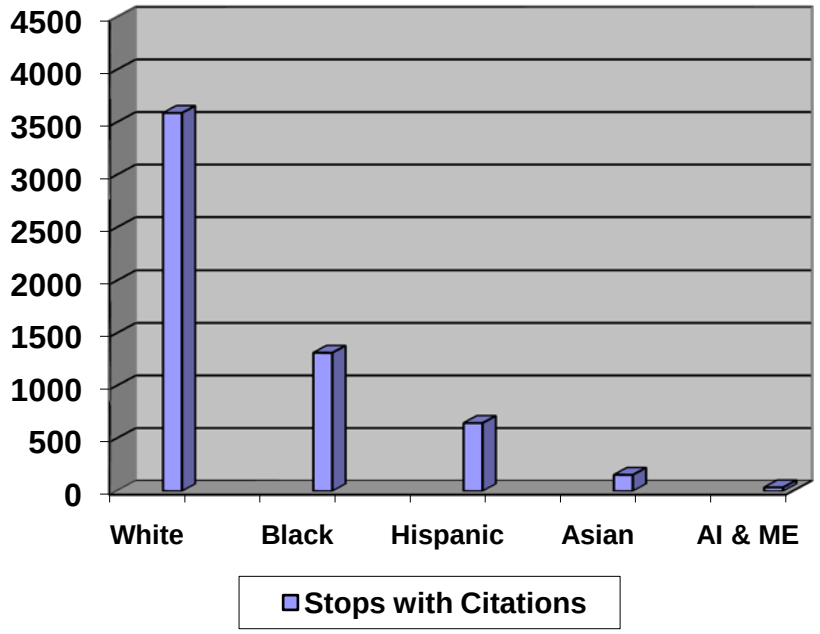


AI- American Indian
ME-Middle Eastern

Copperas Cove Police Department
Racial Profiling Report

Table 4: Traffic / Pedestrian Stops with Citations Issued

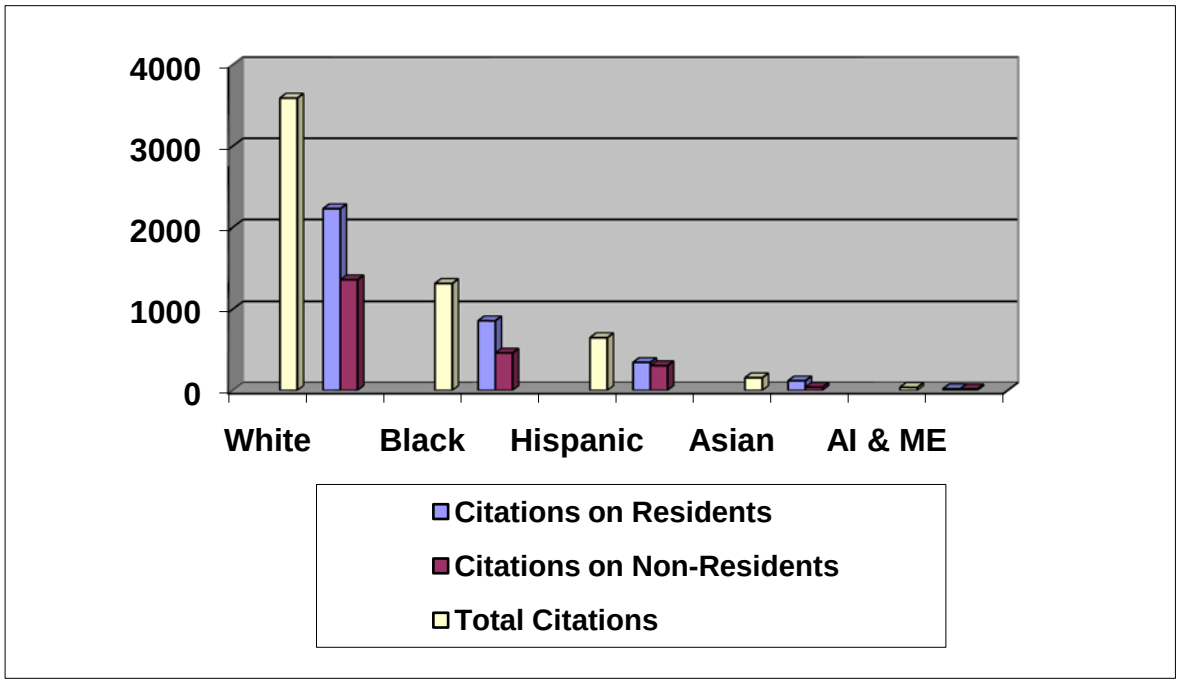
	Total	% of Total	Population	Fair Roads
White	3591	62.5%	67.3%	65.2%
Black	1316	22.9%	26.7%	19.5%
Hispanic	648	11.3%	12.0%	9.2%
Asian	155	2.7%	6.6%	2.6%
AI & ME	36	0.6%	1.7%	N/A
Total Stops w/ Citations	**5746**	**100%**		
Total Citation Charges	**9854**			



AI- American Indian
ME-Middle Eastern

Table 5: Traffic / Pedestrian Citations by Resident & Non-Resident

	Total Citations	Citations on Residents	% of Citations on Residents	Citations on Non-Residents	% of Citations on Non-Residents
White	3591	2229	62.1%	1362	37.9%
Black	1316	856	65.0%	460	35.0%
Hispanic	648	344	53.1%	304	46.9%
Asian	155	117	75.5%	38	24.5%
AI & ME	36	19	52.8%	17	47.2%
Total Stops	**5746**	**3565**	**62.0%**	**2181**	**38.0%**

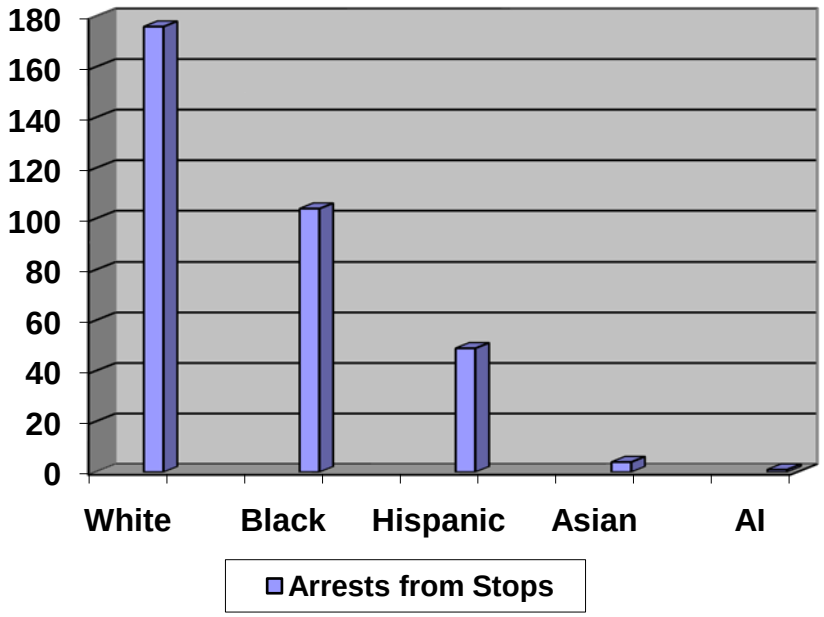


AI- American Indian
ME-Middle Eastern

Copperas Cove Police Department
Racial Profiling Report

Table 6: Traffic / Pedestrian Stops with Arrests

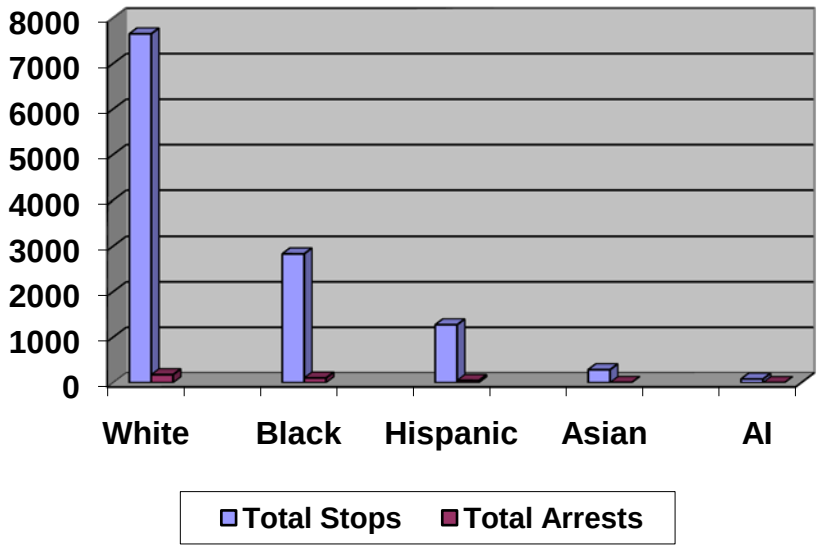
	Total	% of Total	Population	Fair Roads
White	176	52.7%	67.3%	65.2%
Black	104	31.1%	26.7%	19.5%
Hispanic	49	14.7%	12.0%	9.2%
Asian	4	1.2%	6.6%	2.6%
AI	1	0.3%	1.7%	N/A
Total Stops w/ Arrests	**334**	**100%**		
Total Adult Arrests	**1606**			
Total Juvenile Detentions	**221**			
Total Department Arrests	**1827**			



AI- American Indian

Table 7: Percentage of Persons Arrested on Stops

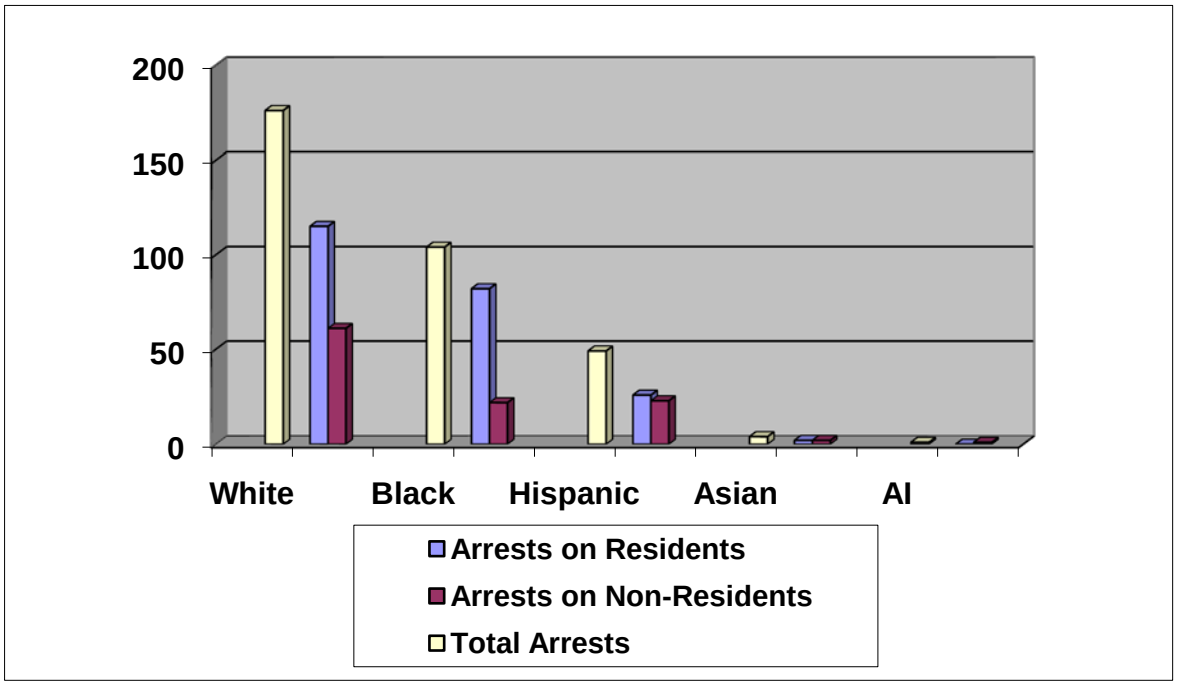
	Total Stops	Total Arrests	% Arrested on Stops
White	7652	176	2.3%
Black	2831	104	3.7%
Hispanic	1273	49	3.8%
Asian	285	4	1.4%
AI	80	1	1.3%
Totals	**12121**	**334**	**2.8%**



AI- American Indian

Table 8: Traffic / Pedestrian Arrests by Resident & Non-Resident

	Total Arrests	Arrests on Residents	% of Arrests on Residents	Arrests on Non-Residents	% of Arrests on Non-Residents
White	176	115	65.3%	61	34.7%
Black	104	82	78.8%	22	21.2%
Hispanic	49	26	53.1%	23	46.9%
Asian	4	2	50.0%	2	50.0%
AI	1	0	0.0%	1	100.0%
Total Stops	**334**	**225**	**67.4%**	**109**	**32.6%**

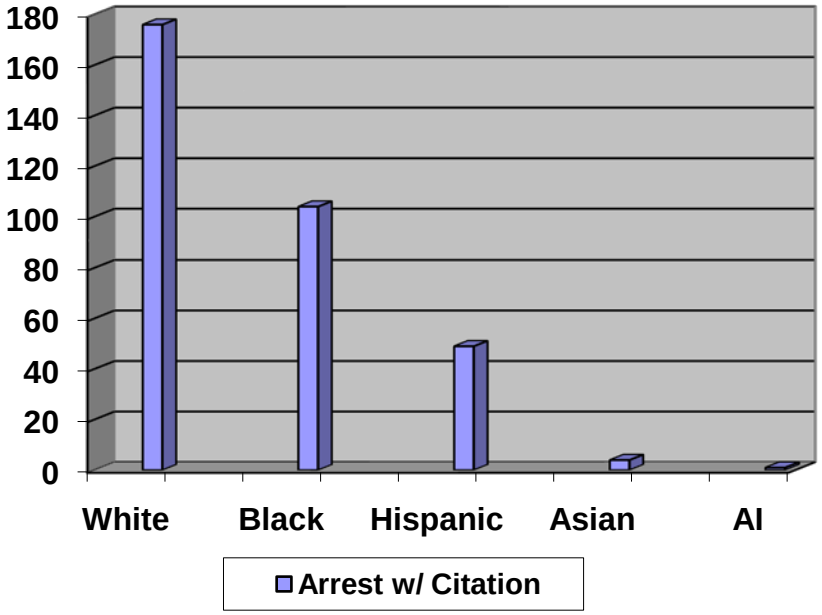


AI- American Indian

Copperas Cove Police Department
Racial Profiling Report

Table 9: Arrests With Citation Issued

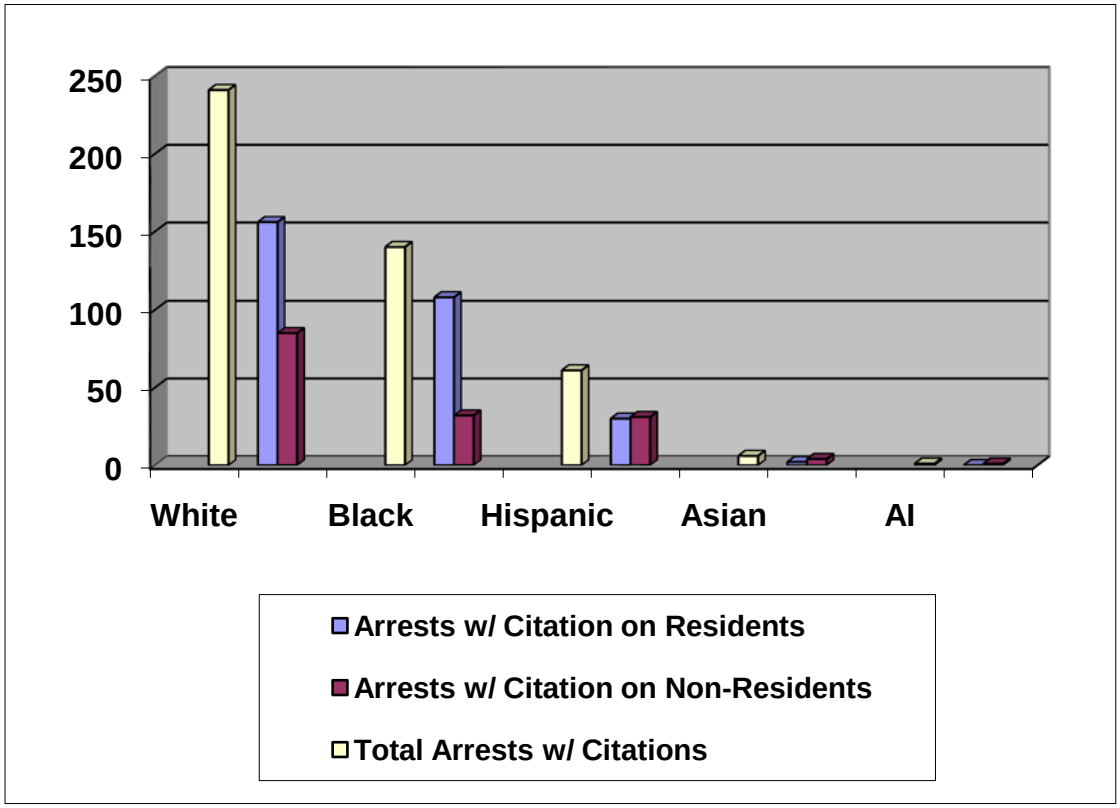
	Total	% of Total	Population	Fair Roads
White	43	52.4%	67.3%	65.2%
Black	26	31.7%	26.7%	19.5%
Hispanic	10	12.2%	12.0%	9.2%
Asian	2	2.4%	6.6%	2.6%
AI	1	1.2%	1.7%	N/A
Total Arrests w/ Citation	**82**	**100%**		



AI- American Indian

Table 10: Arrests With Citation Issued by Resident & Non-Resident

	Total Arrests w/Citation	Arrests w/Citation Residents	% of Arrests w/Citation on Residents	Arrests w/Citation Non-Residents	% of Arrests w/Citation on Non-Residents
White	43	22	51.2%	21	48.8%
Black	26	19	73.1%	7	26.9%
Hispanic	10	8	80.0%	2	20.0%
Asian	2	1	50.0%	1	50.0%
AI	1	0	0.0%	1	100.0%
Total Stops	**82**	**50**	**61.0%**	**32**	**39.0%**

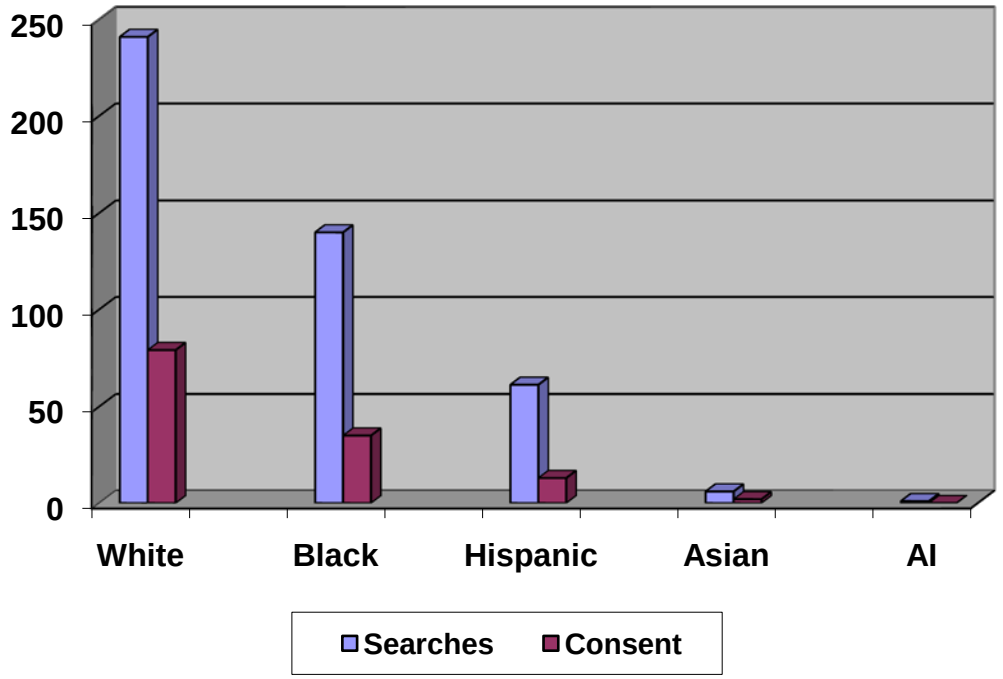


AI- American Indian

Copperas Cove Police Department
Racial Profiling Report

Table 11: Searches During Traffic / Pedestrian Stops

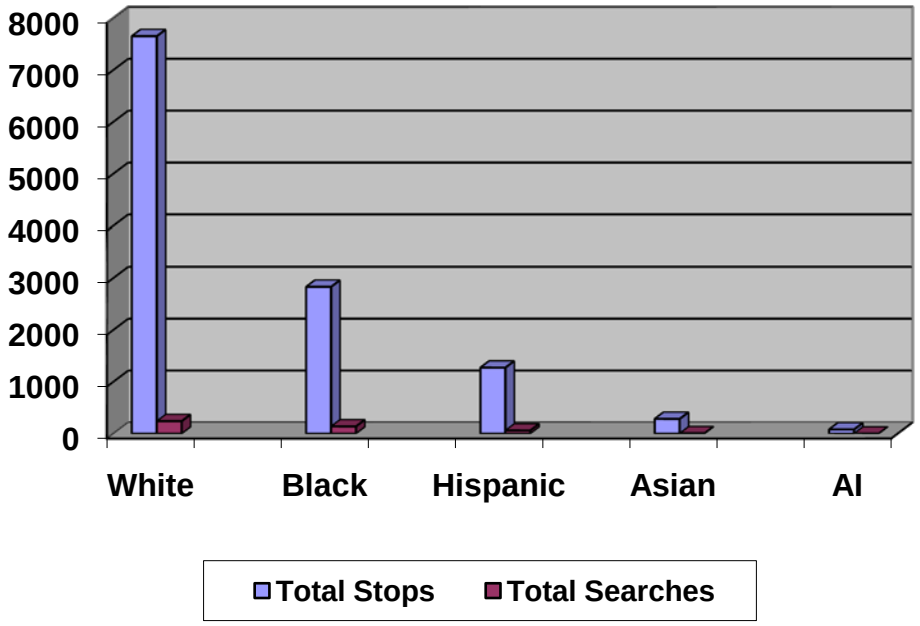
	Total	% of Total	Consent Searches	% of Consent	Population	Fair Roads
White	241	53.7%	79	61.2%	67.3%	65.2%
Black	140	31.2%	35	27.1%	26.7%	19.5%
Hispanic	61	13.6%	13	10.1%	12.0%	9.2%
Asian	6	1.3%	2	1.6%	6.6%	2.6%
AI	1	0.2%	0	0.0%	1.7%	N/A
Total Stops w/ Searches	**449**	**100%**	**129**	**100%**		



AI- American Indian

Table 12: Percentage of Persons Searched on Stops

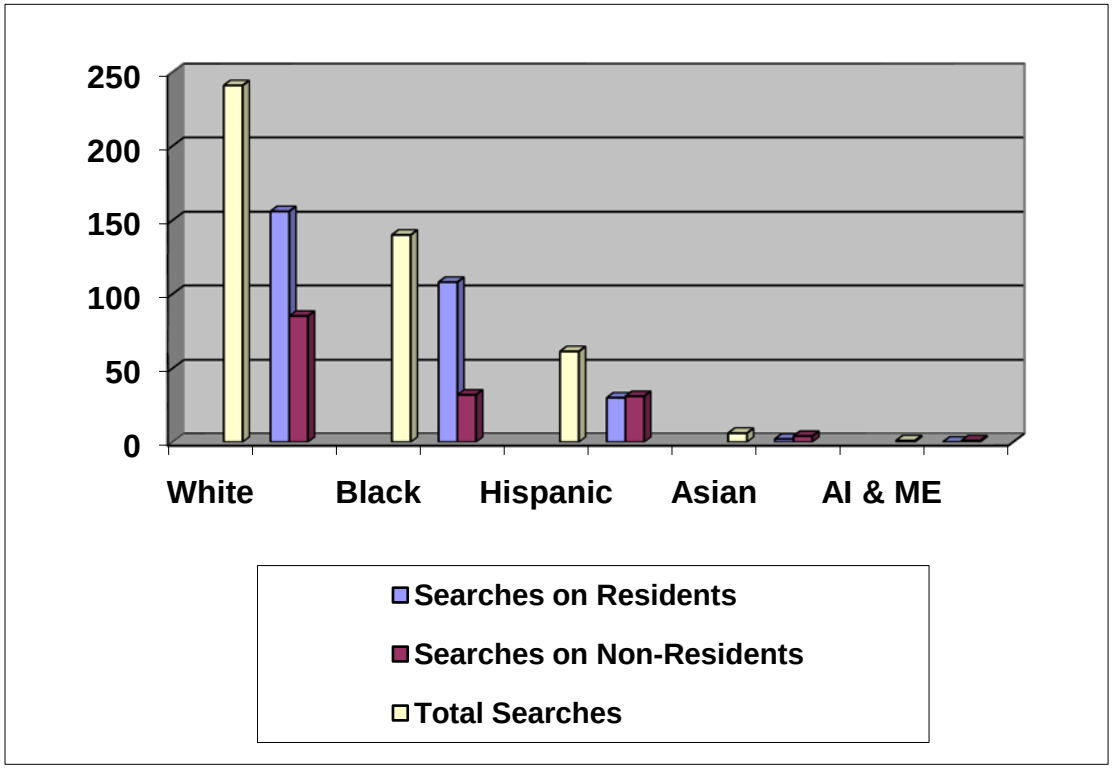
	Total Stops	Total Searches	% Searched on Stops
White	7652	241	3.1%
Black	2831	140	4.9%
Hispanic	1273	61	4.8%
Asian	285	6	2.1%
AI	80	1	1.3%
Totals	**12121**	**449**	**3.7%**



AI- American Indian

Table 13: Traffic / Pedestrian Searches by Resident & Non-Resident

	Total Searches	Searches on Residents	% of Searches on Residents	Searches on Non-Residents	% of Searches on Non-Residents
White	241	156	64.7%	85	35.3%
Black	140	108	77.1%	32	22.9%
Hispanic	61	30	49.2%	31	50.8%
Asian	6	2	33.3%	4	66.7%
AI & ME	1	0	0.0%	1	100.0%
Total Stops	**449**	**296**	**65.9%**	**153**	**34.1%**



AI- American Indian
ME-Middle Eastern

City Council Regular **Item #: G. 7.**

Date: 02/15/2011

Contact: Andrea Gardner, City Manager

Information

SUBJECT

Consideration and action on approval of a resolution amending the authorized TexSTAR representatives for the City of Copperas Cove, Texas. ***Andrea M. Gardner, City Manager***

BACKGROUND/HISTORY

The City of Copperas Cove, Texas currently participates in TexSTAR. On October 19, 2010, the City Council approved a resolution authorizing the City Manager, Director of Financial Services, Interim Assistant Director of Financial Services, and Police Chief/Assistant City Manager to serve as authorized representatives to invest City funds in, or withdraw funds from, TexSTAR with the Interim Assistant Director of Financial Services listed as the primary representative responsible for performing transactions and receiving confirmations and monthly statements. Furthermore, the approval of the resolution granted inquiry only access to the City's investment history to the Project Accountant.

FINDINGS/CURRENT ACTIVITY

The City Manager is listed as the primary representative on all investment documents for the City of Copperas Cove. Thus, City staff requests the Council approve a resolution changing the primary representative from the Interim Assistant Director of Financial Services to the City Manager.

ACTION OPTIONS/RECOMMENDATION

City staff recommends approval of Resolution No. 2011-06, amending the authorized TexSTAR representatives for the City of Copperas Cove, Texas.

Attachments

Link: TexStar Resolution

Link: TexStar Add/Delete Form

RESOLUTION NO. 2011-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, CORYELL COUNTY, TEXAS, AMENDING AUTHORIZED TEXSTAR REPRESENTATIVES FOR THE CITY OF COPPERAS COVE.

WHEREAS, the City of Copperas Cove, Texas ("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investment; purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the TexSTAR, a public funds investment pool, was created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1.

A. That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexSTAR and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.

B. That an Authorized Representative of the Participant may be deleted by a written instrument signed by all remaining Authorized Representatives provided that the deleted Authorized Representatives (1) is assigned job duties that no longer require access to the Participant's TexSTAR account or (2) is no longer employed by the Participant; and

C. That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participants;

Authorized Representatives of the Participant are listed below. These individuals will be issued P.I.N. numbers.

1. Name: Andrea M. Gardner Title: City Manager

   Signature:_____

   Phone Number: (254) 547-4221

2. Name: "Vacant Position at this Time" Title: Director of Financial Services

   Signature:_____

   Phone Number: (254) 547-4221

3. Name: Cynthia L. Taylor Title: Interim Assistant Director of Financial Services

   Signature:_____

   Phone Number: (254) 547-4221

4. Name: Tim Molnes Title: Police Chief/Assistant City Manager

   Signature:_____

List the names of the Authorized Representatives listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Name: Andrea M. Gardner

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. This limited representative cannot make deposits or withdrawals. If the Participant desires to designate a representative with inquiry rights only, complete the following information:

4. Name: Stephanie Potvin Title: Project Accountant

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexSTAR receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at a regular meeting held on the 15th day of February 2011.

_____
John Hull, Mayor

ATTEST:

_____
Jane Lees, City Secretary

APPROVED AS TO FORM:

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

ADDITION/DELETION FORM FOR AUTHORIZED REPRESENTATIVES

PARTICIPANT NAME: City of Copperas Cove **LOCATION NUMBER:** 05004

PART I: DELETIONS - Please enter the Authorized Representatives to be *deleted*

1. _____ 3. _____

2. _____

PART II: ADDITIONS - Please enter the Authorized Representatives to be *added*

1. Name: _____ Title: _____

   Signature: _____ Phone: _____

   Email: _____

2. Name: _____ Title: _____

   Signature: _____ Phone: _____

   Email: _____

PART III: APPROVALS - Please enter the names of *all* currently Authorized Representatives to authorize the deletions and additions of the individuals above.

1. Name: Andrea M. Gardner

   Signature: _____

   Title: City Manager

2. Name: _____

   Signature: _____

   Title: _____

3. Name: _____

   Signature: _____

   Title: _____

4. Name: _____

   Signature: _____

   Title: _____

Official Seal of Participant (required)

Attested By: _____

Title: _____

Mail originals to TexSTAR Participant Services * 325 North St. Paul Street, Suite 800 * Dallas, Texas 75201

ADDITION/DELETION FORM FOR AUTHORIZED REPRESENTATIVES

PART IV: PRIMARY CONTACT [required] - If the Primary Contact on file with TexSTAR was deleted in Part I of this form, please provide the name of the Authorized Representative that will be the Primary Contact. The Primary Contact is the individual who will receive the daily transaction confirmations, monthly statements, monthly newsletter, TexSTAR updates and other program mailings.

Name: _____

Email Address: _____

Phone Number: _____

PART V: INQUIRY ONLY [optional] - If an Inquiry Only Representative was deleted in Part I and you wish to replace this representative or add an inquiry only representative to your TexSTAR account for the first time, please list this individual below. This limited representative cannot make deposits or withdrawals or sign Bank Information Sheets.

Name: Stephanie Potvin Title: Project Accountant

Signature: _____ Phone: 254-547-4221

Email: spotvin@ci.copperas-cove.tx.us

If you have any questions regarding this form or the Authorized Representatives currently on file with TexSTAR for your entity, please contact TexSTAR Participant Services at 1-800-839-7827.

Forms with alterations (i.e. white out, mark out, etc.) will not be accepted
Mail originals to TexSTAR Participant Services * 325 North St. Paul Street, Suite 800 * Dallas, Texas 75201

City Council Regular **Item #: G. 8.**

Date: 02/15/2011

Contact: Andrea Gardner, City Manager

Information

SUBJECT

Consideration and action on approval of a resolution amending the authorized Texas Local Government Investment Pool (TexPool) representatives for the City of Copperas Cove, Texas. ***Andrea M. Gardner, City Manager***

BACKGROUND/HISTORY

The City of Copperas Cove, Texas currently participates in the Texas Local Government Investment Pool (TexPool). On October 19, 2010, the City Council approved a resolution amending the authorized representatives to invest city funds in, or withdraw funds from, TexPool to the City Manager, Director of Financial Services, Interim Assistant Director of Financial Services, and Police Chief/Assistant City Manager with the Interim Assistant Director of Financial Services listed as the primary representative responsible for performing transactions and receiving confirmations and monthly statements. Furthermore, the approved resolution granted inquiry only access to the Project Accountant.

FINDINGS/CURRENT ACTIVITY

The City Manager is listed as the primary representative on all investment documents for the City of Copperas Cove. The attached resolution authorizes the City Manager, Director of Financial Services, Interim Assistant Director of Financial Services and the Police Chief/Assistant City Manager to make investment decisions for the City of Copperas Cove with the City Manager as the primary representative.

ACTION OPTIONS/RECOMMENDATION

City staff recommends approval of Resolution No. 2011-07, amending the authorized Texas Local Government Investment Pool (TexPool) representatives for the City of Copperas Cove, Texas.

Attachments

Link: TexPOOL Resolution

RESOLUTION NO. 2011-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, CORYELL COUNTY, TEXAS, AMENDING AUTHORIZED TEXPOOL REPRESENTATIVES FOR THE CITY OF COPPERAS COVE.

WHEREAS, the City of Copperas Cove, Texas ("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investment; purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool"), a public funds investment pool, was created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1.

A. That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.

B. That an Authorized Representative of the Participant may be deleted by a written instrument signed by all remaining Authorized Representatives provided that the deleted Authorized Representatives (1) is assigned job duties that no longer require access to the Participant's TexPool account or (2) is no longer employed by the Participant; and

C. That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participants;

Authorized Representatives of the Participant are listed below. These individuals will be issued P.I.N. numbers.

1. Name: Andrea M. Gardner Title: City Manager

   Signature:_____

   Phone Number: (254) 547-4221

2. Name: "Vacant Position at this Time" Title: Director of Financial Services

   Signature:_____

   Phone Number: (254) 547-4221

3. Name: Cynthia L. Taylor Title: Interim Assistant Director of Financial Services

   Signature:_____

   Phone Number: (254) 547-4221

4. Name: Tim Molnes Title: Police Chief/Assistant City Manager

   Signature:_____

List the names of the Authorized Representatives listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Name: Andrea M. Gardner

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. This limited representative cannot make deposits or withdrawals. If the Participant desires to designate a representative with inquiry rights only, complete the following information:

4. Name: Stephanie Potvin Title: Project Accountant

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at a regular meeting held on the 15th day of February 2011.

_____
John Hull, Mayor

ATTEST:

_____
Jane Lees, City Secretary

APPROVED AS TO FORM:

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

City Council Regular **Item #: H. 1.**

Date: 02/15/2011

Contact: Andrea Gardner, City Manager

Information

SUBJECT

Public hearing and action on approval of an ordinance amending the Capital Improvement Plan (CIP) for Fiscal years 2010-2014 for the City of Copperas Cove. ***Andrea M. Gardner, City Manager***

BACKGROUND/HISTORY

Section 6.02(p) requires a Capital Program be submitted to the council each fiscal year in conjunction with the operating budget. Thus, the FY 2010-11 CIP was submitted to the Council and discussed at the annual Council/Staff Retreat and at a Council Workshop prior to adoption on August 31, 2010. Furthermore, Section 6.11(b)(1) of the Copperas Cove City Charter, in order for the City Council to amend the CIP budget it must first hold a public hearing on the proposed amendments.

FINDINGS/CURRENT ACTIVITY

On November 2, 2010, the Council authorized the redistribution of 2009 Limited Tax Note (Water & Sewer) funds from the Long Mountain Tank Rehab project to cover additional funds required for completion of the West Clarifier Retrofit in the amount of $34,984 and authorized $55,000 for the 2012 CDBG grant for City matching funds. City staff was optimistic that the bids for the Long Mountain Tank Rehabilitation Project would come in lower than engineer's estimate. Although the bids submitted were lower than the engineer's estimate, the available budget funds weren't sufficient to cover the low bid submitted. Therefore, a redistribution of $40,000 from the 2012 CDBG Match is required in order to cover the cost of the project. A redistribution from the 2012 CDBG matching funds will require a budget appropriation for FY 2012 of $40,000 in the Water & Sewer Fund. The grant award notification is expected in summer/fall 2011 and the total match will be required by fiscal year end 2012.

In November 2010, the City Council authorized a General Obligation Bond Refunding which included the refunding from a number of prior issues to include the 2011 Drainage Bond debt payment requirement of $255,000. Thus, the funds originally budgeted in the Drainage Fund ($255,000) to cover the debt payment due on the 1998 General Obligation Refunding due in February 2011 and August 2011 will no longer be required and were transferred to the Curry Street Drainage Project in the Non-Departmental Drainage Fund Operating Budget.

The proposed amendments to the Capital Improvement Plan for FY 10-11 will be funded by the November 2010 Limited Tax Notes (Water & Sewer) is as follows:

Water & Sewer

- CDBG 2012 Match ($40,000)
- Long Mountain Tank Rehabilitation $40,000

The funding Source for the Curry Street Drainage Project is being amended as follows:

Drainage

- CO- Drainage ($190,000)
- Drainage Fund Operating $190,000

ACTION OPTIONS/RECOMMENDATION

City staff recommends that the City Council hold a public hearing and approve the Ordinance amending the Capital Improvement Plan (CIP) for FY 10-11.

Fiscal Impact

Funds available Y/N?: y

FINANCIAL IMPACT:

See attached ordinance and Project sheets.

Attachments

Link: CIP Ordinance
Link: Long Mt project sheet
Link: Curry St. project sheet
Link: Public Notice

ORDINANCE NO. 2011-11

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, AMENDING THE CAPITAL IMPROVEMENT PLAN FOR FISCAL YEARS 2010-2014.

WHEREAS, The City Council adopted the City's FY 2010-2014 Capital Improvement Plan on October 13, 2009, and amended it on August 31, 2010, December 7, 2010 and February 1, 2011; and

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

WHEREAS, The Governing Body conducted workshops to discuss the Five Year Capital Improvement Plan and the specific funding details for projects included in Fiscal Year 2011; and

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

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

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

SECTION I.

That the City Council of the City of Copperas Cove, Texas hereby amends the Capital Improvement Plan (CIP) for FY 2010-2014.

SECTION II.

That the City Council provides that capital project appropriations and contract awards approved during fiscal year 2011 will be consistent with the Approved CIP. If a proposed ordinance includes appropriations for a major capital project that is not included in the Approved CIP, the Approved CIP will be amended to incorporate the new project.

SECTION III.

That the City Council provides that all ordinances appropriating funds for capital projects included in the CIP as approved or amended will include information citing the CIP project name along with appropriate financial accounting information.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, this 15th day of February 2011, such meeting was held in compliance with the Open Meetings Act (*Tex. Gov't Code* 551.001, et.seq), at which meeting a quorum was present and voting.

_____
John Hull, Mayor

ATTEST:

_____
Jane Lees, City Secretary

APPROVED AS TO FORM:

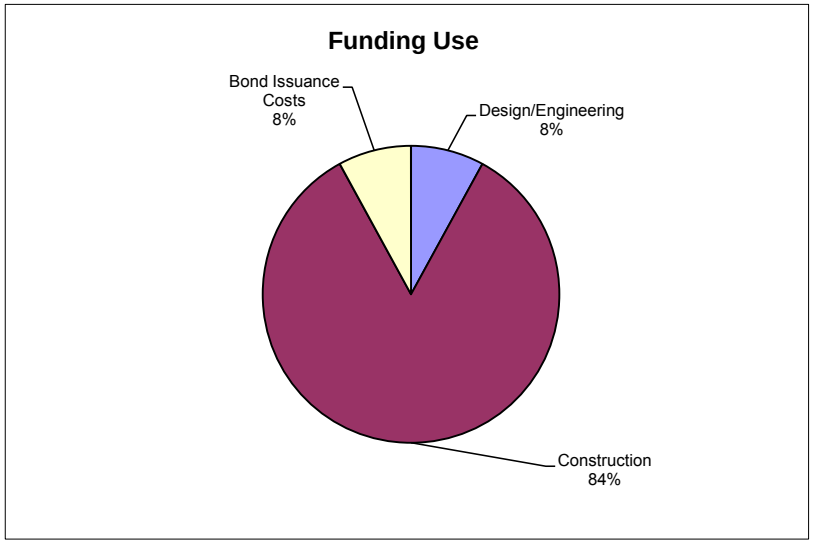
_____
Denton, Navarro, Rocha
& Bernal, P.C., City Attorney

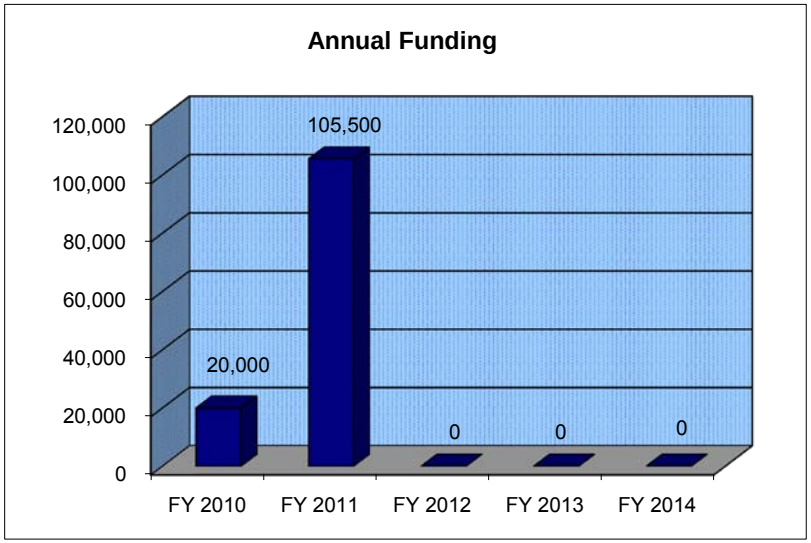
CIP Project Detail

Project Name:	Long Mountain Tank Rehabilitation	**Program:**	Water
Description:	Rehabilitate the existing 250,000 gallon steel ground storage tank.	**Justification:**	A tank inspection conducted by Dunham Engineering revealed numerous rust spots along the floor, sidewalls, and rafters. Rehabilitation will prevent further damage, maintain compliance with TCEQ rules and regulations, and prevent possible contamination of water supply.

FUNDING SOURCE:	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	TOTAL
2009 Limited Tax Notes - Water and Sew	20,000	65,500				85,500
2010 Tax Notes - Water and Sewer		40,000				40,000
TOTAL FUNDING SOURCES	**20,000**	**105,500**	**0**	**0**	**0**	**125,500**

FUNDING USE:	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	TOTAL
Design/Engineering	10,000	0	0	0	0	10,000
Construction	0	105,500	0	0	0	105,500
Bond Issuance Costs	10,000	0	0	0	0	10,000
TOTAL FUNDING USE	**20,000**	**105,500**	**0**	**0**	**0**	**125,500**



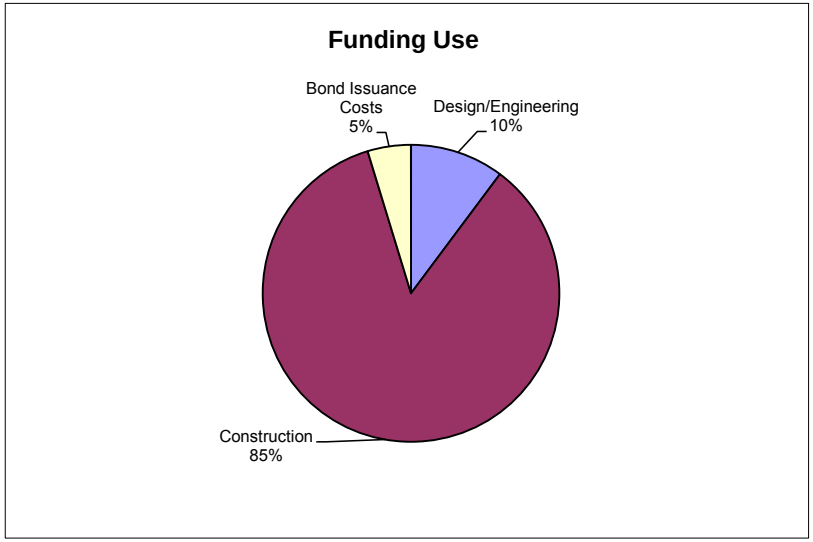


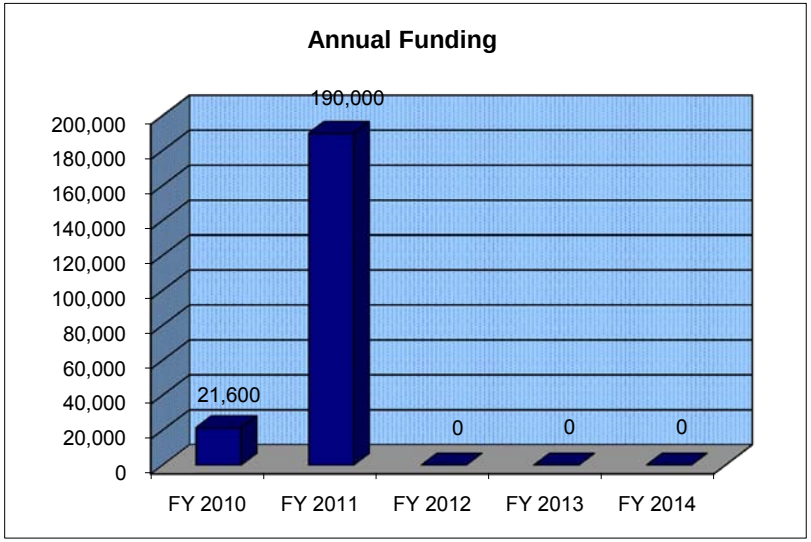
CIP Project Detail

Project Name:	Curry Street Drainage Improvements	**Program:**	Drainage
Description:	Construct a series of inlet boxes along Curry Street.	**Justification:**	The subdivision on Curry Street was constructed without a means to get runoff into the drainage creek. Storm water floods the street and tops the curb on Curry St. between South 5th St. and South 13th St. which creates flooding conditions in the area. The construction of inlet boxes would decrease the water level by piping the water into the existing creek in the area.

FUNDING SOURCE:	**FY 2010**	**FY 2011**	**FY 2012**	**FY 2013**	**FY 2014**	**TOTAL**
Operating - Drainage Fund	21,600	190,000				211,600
TOTAL FUNDING SOURCES	**21,600**	**190,000**	**0**	**0**	**0**	**211,600**

FUNDING USE:	**FY 2010**	**FY 2011**	**FY 2012**	**FY 2013**	**FY 2014**	**TOTAL**
Design/Engineering	21,600	0	0	0	0	21,600
Construction	0	180,000	0	0	0	180,000
Bond Issuance Costs	0	10,000	0	0	0	10,000
TOTAL FUNDING USE	**21,600**	**190,000**	**0**	**0**	**0**	**211,600**





NOTICE OF PUBLIC HEARING

On February 15, 2011, during a Regular City Council Meeting, the City Council of the City of Copperas Cove will hold a public hearing on the ordinance to amend the FY 2010-2014 Capital Improvement Plan Budget for the City of Copperas Cove. The February 15, 2011 City Council Meeting will begin at 7:00 pm and will be held in the City Council Chambers at City Hall, 507 South Main Street, Copperas Cove, Texas 76522.

Capital Improvement Plan Budget

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

	Increase (Decrease)
2010 Limited Tax Note (Water & Sewer)	
2012 CDBG Match	($40,000)
Long Mountain Tank Rehabilitation	$40,000
Amend Funding Source	
CO- Drainage (Curry St. Drainage Project)	($190,000)
Drainage Fund Operating (Curry St. Drainage Project)	$190,000

City Council Regular **Item #: I. 1.**

Date: 02/15/2011

Contact: Andrea Gardner, City Manager

Information

SUBJECT

Consider and take action on an ordinance of the City Council of the City of Copperas Cove, Texas, authorizing the issuance and sale of City of Copperas Cove, Texas, General Obligation Bonds, Series 2011, in the aggregate principal amount of $5,530,000; levying a tax in payment thereof; authorizing the execution and delivery of a bond purchase contract and a paying agent/registrar agreement; approving the official statement; finding and determining that the meeting at which this ordinance is passed is open to the public as required by law; and enacting other provisions relating thereto. ***Andrea M. Gardner, City Manager***

BACKGROUND/HISTORY

The Southeast Bypass (Reliever Route) has been under consideration since the 1990s and discussions on the U.S. Highway 190 Reliever Route began in June 2001 with the Texas Department of Transportation Commission in a Commission Meeting.

Since that date, the project was voted as the top priority for the region by the K-T MPO (previously named KTUTS) Policy Board. On October 3, 2007, the City entered into an agreement with Hearn Engineering for the preparation of plans and specifications for the relocations of water and wastewater lines near the intersections of the proposed Southeast Bypass. Hearn Engineering is continuing efforts to ensure the design of the utility relocates is completed in a timeframe sufficient for the Texas Department of Transportation.

A consensus of the City Council was reached at the April 15, 2008 Regular Meeting of the City Council to include a resolution of support for the Southeast Bypass Project on a future Council Agenda. Thus, Resolution 2008-11 was approved by the City Council.

On January 19, 2010, the City Council approved a resolution authorizing the City Manager to execute an Advance Funding Agreement with the Texas Department of Transportation to contribute funds for the voluntary utility relocation of water and wastewater lines associated with the project. Furthermore, at the same meeting the Council approved a resolution supporting the redesignation of U.S. Highway 190 to Business 190.

On February 16, 2010, the City Council approved a resolution supporting the submittal of a pass-through financing application to the Texas Department of Transportation.

In May 2010, City staff submitted a pass-through financing application pledged for repayment with Category 3 funds, pass-through financing funds and local contributions to the Texas Department of Transportation. Unfortunately, the City's application wasn't selected by the Texas Department of Transportation for funding.

The governing body approved a resolution authorizing the execution of an Advance Funding Agreement with the Texas Department of Transportation for the construction of the Copperas Cove Bypass on December 7, 2010.

On February 1, 2011, the Council approved the agreement with the CCEDC for repayment of the costs associated with the construction of the overpass at Old Copperas Cove.

FINDINGS/CURRENT ACTIVITY

At least sixty (60) days prior to the date set for receipt of the construction bids, the City shall pay to the State the State's estimated construction cost amount specified in Attachment C of the Advanced Funding Agreement. Thus, City staff is requesting the Council to authorize the issuance of General Obligation Bonds, Series 2011, as authorized by the voters of Copperas Cove in November 2008 for the construction of the Southeast Bypass.

ACTION OPTIONS/RECOMMENDATION

City staff recommends the City Council approve an ordinance authorizing the issuance and sale of City of Copperas Cove, Texas, General Obligation Bonds, Series 2011, in the aggregate principal amount of $5,530,000.

Fiscal Impact

Funds available Y/N?: Y

FINANCIAL IMPACT:

With the issuance of General Obligation Bonds, Series 2011 and Contract Revenue and Limited Tax Bonds, Series 2011, and previously issued funds, sufficient funds exist for the let of the SE Bypass Project.

The City's Financial Advisory, Garry Kimball, will provide the debt issuance documentation during the meeting.

Attachments

Link: GO Bond Ordinance

Link: TxDOT Advance Funding Agreement

Link: Agreement with EDC

ORDINANCE NO. 2011-08

AUTHORIZING THE
ISSUANCE OF

$5,530,000
CITY OF COPPERAS COVE, TEXAS
GENERAL OBLIGATION BONDS
SERIES 2011

Dated: February 1, 2011

Adopted: February 15, 2011

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Exhibit A - Description of Annual Disclosure of Financial Information

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, AUTHORIZING THE ISSUANCE AND SALE OF CITY OF COPPERAS COVE, TEXAS, GENERAL OBLIGATION BONDS, SERIES 2011, IN THE AGGREGATE PRINCIPAL AMOUNT OF $5,530,000; LEVYING A TAX IN PAYMENT THEREOF; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE CONTRACT AND A PAYING AGENT/REGISTRAR AGREEMENT; APPROVING THE OFFICIAL STATEMENT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND ENACTING OTHER PROVISIONS RELATING THERETO.

WHEREAS, the bonds hereinafter authorized were duly and favorably voted, as required by the Constitution and laws of the State of Texas, at an election held in the City of Copperas Cove, Texas (the "City"); and

WHEREAS, at an election held on November 4, 2008, the following are among the purposes and amounts of bonds which were authorized, reflecting any amount previously issued pursuant to each voted authorization, the amount therefrom being issued, if any, pursuant to this Ordinance, and the balance that remains unissued after the issuance of the bonds herein authorized, to wit:

Purpose	Amount Voted	Amount Previously Issued	Amount Being Issued	Unissued Balance
2008 Election				
Street Improvements	$ 8,025,000	$ 2,495,000	$ 5,530,000	-0-
Waterworks and Sewer System Bonds	5,125,000	3,260,000	-0-	1,865,000

WHEREAS, the City Council has found and determined that it is necessary and in the best interest of the City and its citizens that it authorize by this Ordinance the issuance and delivery of its bonds in a single series at this time; and

WHEREAS, the meeting at which this Ordinance is considered 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 by Chapter 551, Texas Government Code, as amended; therefore

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

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01. Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Ordinance, the following terms shall have the meanings specified below:

"Bond" means any of the Bonds.

"Bond Date" means the date designated as the date of the Bonds by Section 3.02(a) of this Ordinance.

"Bond Purchase Contract" means the bond purchase contract, between the City and the Underwriters, pertaining to the sale of the Bonds.

"Bonds" means the City's bonds authorized to be issued by Section 3.01 of this Ordinance and designated as "City of Copperas Cove, Texas, General Obligation Bonds, Series 2011."

"Business Day" means any day which is not a Saturday, Sunday or legal holiday, or day on which banking institutions in the State of Texas or the city in which the Designated Payment/Transfer Office is located are generally authorized or obligated by law or executive order to close.

"City" means the City of Copperas Cove, Texas.

"Closing Date" means the date of the initial delivery of and payment for the Bonds.

"Designated Payment/Transfer Office" means (i) with respect to the initial Paying Agent/Registrar named herein, its office in Austin, Texas, or at such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

"DTC" means The Depository Trust Company of New York, New York, or any successor securities depository.

"DTC Participant" means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"Event of Default" means any event of default as defined in Section 10.01 of this Ordinance.

"Fiscal Year" means such fiscal year as shall from time to time be set by the City Council.

"Initial Bond" means the Initial Bond authorized by Section 3.04 of this Ordinance.

"Interest and Sinking Fund" means the interest and sinking fund established by Section 2.02 of this Ordinance.

"Interest Payment Date" means the date or dates on which interest on the Bonds is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being February 15 and August 15, commencing August 15, 2011.

"MSRB" means the Municipal Securities Rulemaking Board.

"Owner" means the person who is the registered owner of a Bond or Bonds, as shown in the Register.

"Paying Agent/Registrar" means initially Wells Fargo Bank, National Association, Austin, Texas, or any successor thereto as provided in this Ordinance.

"Project" means the purposes for which the Bonds are issued as set forth in Section 3.01(i).

"Record Date" means the last Business Day of the month next preceding an Interest Payment Date.

"Register" means the bond register specified in Section 3.06(a) of this Ordinance.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

"Special Payment Date" means the Special Payment Date prescribed by Section 3.03(b) of this Ordinance.

"Special Record Date" means the Special Record Date prescribed by Section 3.03(b) of this Ordinance.

"Unclaimed Payments" means money deposited with the Paying Agent/Registrar for the payment of principal of, redemption premium, if any, or interest on the Bonds as the same come due and payable or money set aside for the payment of Bonds duly called for redemption prior to maturity.

"Underwriters" means the entities or persons named in the Bond Purchase Contract.

Section 1.02. Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Ordinance are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.03. Table of Contents, Titles and Headings.

The table of contents, titles and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.04. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Any action required to be taken on a date which is not a Business Day shall be taken on the next succeeding Business Day and have the same effect as if taken on the date so required.

(c) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Ordinance.

(d) Article and section references shall mean references to articles and sections of this Ordinance unless otherwise designated.

ARTICLE II

SECURITY FOR THE BONDS; INTEREST AND SINKING FUND

Section 2.01. Tax Levy.

(a) Pursuant to the authority granted by the Texas Constitution and the laws of the State of Texas, there shall be levied and there is hereby levied for the current year and for each succeeding year thereafter while any of the Bonds or any interest thereon is outstanding and unpaid, an ad valorem tax on each one hundred dollars valuation of taxable property within the City, at a rate sufficient, within the limit prescribed by law, to pay the debt service requirements of the Bonds, being (i) the interest on the Bonds, and (ii) a sinking fund for their redemption at maturity or a sinking fund of 2% per annum (whichever amount is greater), when due and payable, full allowance being made for delinquencies and costs of collection.

(b) The ad valorem tax thus levied shall be assessed and collected each year against all property appearing on the tax rolls of the City most recently approved in accordance with law and the money thus collected shall be deposited as collected to the Interest and Sinking Fund.

(c) Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Interest and Sinking Fund are hereby pledged and committed irrevocably to the payment of the principal of and interest on the Bonds when and as due and payable in accordance with their terms and this Ordinance.

Section 2.02. Interest and Sinking Fund.

(a) The City hereby establishes a special fund or account, to be designated the "City of Copperas Cove, Texas, General Obligation Bonds, Series 2011, Interest and Sinking Fund," said fund to be maintained at an official depository bank of the City separate and apart from all other funds and accounts of the City.

(b) Money on deposit in or required by this Ordinance to be deposited to the Interest and Sinking Fund shall be used solely for the purpose of paying the interest on and principal of the Bonds when and as due and payable in accordance with their terms and this Ordinance.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.01. Authorization.

The City's bonds to be designated "City of Copperas Cove, Texas, General Obligation Bonds, Series 2011," are hereby authorized to be issued and delivered in accordance with Tex. Const. art. XI, Sec. 5, and Chapter 1331, Texas Government Code. The Bonds shall be issued in the aggregate principal amount of $5,530,000, for the purpose of providing funds to make the following permanent public improvements authorized in the following amount, to wit: (a) constructing, acquiring and improving city streets, including, without limitation, the U.S. 190 Southeast Bypass, as further described in Attachments A and B to the "Local Transportation Project Advance Funding Agreement For A Category 10 – Federal Earmark Project On-System," between the City and the Texas Department of Transportation (the "Project"), and (b) pay the costs of issuing the Bonds.

Section 3.02. Date, Denomination, Maturities and Interest.

(a) The Bonds shall be dated February 1, 2011. The Bonds shall be in fully registered form, without coupons, in the denomination of $5,000 or any integral multiple thereof, and shall be numbered separately from one upward or such other designation acceptable to the City and the Paying Agent/Registrar, except the Initial Bond, which shall be numbered T-1.

(b) The Bonds shall mature on August 15 in the years and in the principal amounts and shall bear interest at the per annum rates set forth in the following schedule:

Year	Principal Amount	Interest Rate	Year	Principal Amount	Interest Rate
2015			2022		
2016			2023		
2017			2024		
2018			2025		
2019			2026		
2020			2027		
2021					

(c) Interest shall accrue and be paid on each Bond respectively until its maturity or prior redemption, from the later of the Bond Date or the most recent Interest Payment Date to which interest has been paid or provided for at the rates per annum for each respective maturity specified in the schedule contained in subsection (b) above. Such interest shall be payable semiannually on each Interest Payment Date until maturity or prior redemption. Interest on the Bonds shall be calculated on the basis of a 360-day year composed of 12 months of thirty (30) days each.

Section 3.03. Medium, Method and Place of Payment.

(a) The principal of and interest on the Bonds shall be paid in lawful money of the United States of America.

(b) Interest on the Bonds shall be payable to the Owners as shown in the Register at the close of business on the Record Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which date shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) Business Days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Owner of a Bond appearing in the Register at the close of business on the last Business Day next preceding the date of mailing of such notice.

(c) Interest on each Bond shall be paid by check, dated as of the Interest Payment Date, and mailed on or before such Interest Payment Date, by first class United States mail, postage prepaid, by the Paying Agent/Registrar to each Owner at the address of each Owner as it appears in the Register, or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the Owner; provided, however, that such Owner shall bear all risk and expense of such other customary banking arrangements.

(d) The principal of each Bond shall be paid to the Owner thereof on the due date (whether at the maturity date or the date of prior redemption thereof) upon presentation and surrender of such Bond at the Designated Payment/Transfer Office.

(e) If the date for the payment of the principal of or interest on the Bonds is not a Business Day, the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due and no additional interest shall be due by reason of nonpayment on the date on which such payment is otherwise stated to be due and payable.

(f) Unclaimed Payments of amounts due hereunder shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Bonds to which such Unclaimed Payments pertain. Subject to Title 6 of the Texas Property Code, any Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three years after the applicable payment or redemption date shall be applied to the next payment or payments on the Bonds thereafter coming due and, to the extent any such money remains three years after the retirement of all outstanding Bonds, such money shall be paid to the City to be used for any lawful purpose. Thereafter, neither the City, the Paying Agent/Registrar nor any other person shall be liable or responsible to any holders of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds, subject to Title 6 of the Texas Property Code.

Section 3.04. Execution and Registration of Bonds.

(a) The Bonds shall be executed on behalf of the City by the Mayor and the City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Bonds. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bond delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by her duly authorized agent, which certificate shall be evidence that the Initial Bond has been duly approved by the Attorney General of the State of

Texas and that it is a valid and binding obligation of the City, and that it has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, one initial Bond (the "Initial Bond"), representing the entire principal amount of all Bonds, payable in stated installments to the initial purchaser, or its designee, executed by the manual or facsimile signatures of the Mayor and City Secretary of the City, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the representative of the Underwriters or its designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver to DTC on behalf of the Underwriters one registered definitive Bond for each year of maturity of the Bonds in the aggregate principal amount of all Bonds for such maturity, registered in the name of Cede & Co., as nominee of DTC.

Section 3.05. Ownership.

(a) The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment of the principal thereof, for the further purpose of making and receiving payment of the interest thereon, and for all other purposes (except interest will be paid to the person in whose name such bond is registered on the Record Date or Special Record Date, as applicable), whether or not such Bond is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Bond shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.06. Registration, Transfer and Exchange.

(a) So long as any Bonds remain outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Ordinance.

(b) The ownership of a Bond may be transferred only upon the presentation and surrender of the Bond at the Designated Payment/Transfer Office with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office for a Bond or Bonds of the same maturity and interest rate and in any denomination or denominations of any integral multiple of $5,000 and in an aggregate principal amount equal to the unpaid principal amount of the Bonds presented for exchange. The Paying Agent/Registrar is hereby authorized to authenticate and deliver Bonds exchanged for other Bonds in accordance with this Section.

(d) Each exchange Bond delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to

the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such exchange Bond is delivered.

(e) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different denomination of any of the Bonds. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer or exchange of a Bond.

(f) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond called for redemption, in whole or in part, within forty-five (45) calendar days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond.

Section 3.07. Cancellation.

All Bonds paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Ordinance, shall be cancelled and proper records shall be made regarding such payment, redemption, exchange or replacement. The Paying Agent/Registrar shall dispose of cancelled Bonds in accordance with the Securities Exchange Act of 1934.

Section 3.08. Temporary Bonds.

(a) Following the delivery and registration of the Initial Bond and pending the preparation of definitive Bonds, the proper officers of the City may execute and, upon the City's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Bonds that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any authorized denomination, substantially of the tenor of the definitive Bonds in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.

(b) Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit and security of this Ordinance.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar the Bonds in definitive form; thereupon, upon the presentation and surrender of the Bonds in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds in temporary form and shall authenticate and deliver in exchange therefor Bonds of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount, as the Bonds in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.09. Replacement Bonds.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar to save it and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.10. Book-Entry Only System.

The definitive Bonds shall be initially issued in the form of a separate typewritten fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of such Bonds shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.11 hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Bondholder, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a Bondholder, as shown in the Register of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on the Bonds, for the purpose of all matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an owner, as shown in the Register, shall receive a Bond certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

Section 3.11. Successor Securities Depository; Transfer Outside Book-Entry Only System.

In the event that the City or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the City to DTC, and that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, or in the event DTC discontinues the services described herein, the Issuer or the Paying Agent/Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such

event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

Section 3.12. Payments to Cede & Co.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the representation letter of the City to DTC.

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.01. Limitation on Redemption.

The Bonds shall be subject to redemption before their scheduled maturity only as provided in this Article IV.

Section 4.02. Optional Redemption.

(a) The City reserves the option to redeem Bonds maturing on and after August 15, 2021, in whole or in part in principal amounts of $5,000 or any integral multiple thereof before their respective scheduled maturity dates, on August 15, 2020, or on any date thereafter, such redemption date or dates to be fixed by the City, at a price equal to the principal amount of the Bonds so called for redemption plus accrued interest to the date fixed for redemption.

(b) If less than all of the Bonds are to be redeemed pursuant to an optional redemption, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Bonds, or portions thereof, within such maturity or maturities and in such principal amounts for redemption.

(c) The City, at least forty-five (45) days before the redemption date, unless a shorter period shall be satisfactory to the Paying Agent/Registrar, shall notify the Paying Agent/Registrar of such redemption date and of the principal amount of Bonds to be redeemed.

Section 4.03. Mandatory Sinking Fund Redemption.

(a) The Bonds stated to mature on August 15 in each of the years ____, ____ and 2027 (the "Term Bonds") are subject to scheduled mandatory redemption and will be redeemed by the City, in part at a price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, out of moneys available for such purpose in the Interest and Sinking Fund, on August 15 in the years and in the respective principal amounts as set forth in the following schedule:

Term Bonds Maturing August 15, ____

Redemption Date (August 15)	Principal Amount

Term Bonds Maturing August 15, ____

Redemption Date (August 15)	Principal Amount

Term Bonds Maturing August 15, ____

Redemption Date (August 15)	Principal Amount

Term Bonds Maturing August 15, ____

Redemption Date (August 15)	Principal Amount

(b) At least forty-five (45) days prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Bonds equal to the aggregate principal amount of such Term Bonds to be redeemed, shall call such Term Bonds for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.05.

(c) The principal amount of the Term Bonds required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.03 shall be reduced, at the option of the City, by the principal amount of any Term Bonds which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

Section 4.04. Partial Redemption.

(a) A portion of a single Bond of a denomination greater than $5,000 may be redeemed, but only in a principal amount equal to $5,000 or any integral multiple thereof. If such a Bond is to be partially redeemed, the Paying Agent/Registrar shall treat each $5,000 portion of the Bond as though it were a single Bond for purposes of selection for redemption.

(b) Upon surrender of any Bond for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Ordinance, shall authenticate and deliver an exchange Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, such exchange being without charge, notwithstanding any provision of Section 3.06 to the contrary.

(c) The Paying Agent/Registrar shall promptly notify the City in writing of the principal amount to be redeemed of any Bond as to which only a portion thereof is to be redeemed.

Section 4.05. Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Bonds by sending notice by United States mail, first class, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed, at the address shown in the Register at the close of business on the Business Day next preceding the date of mailing such notice.

(b) The notice shall state the redemption date, the redemption price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed.

(c) The City reserves the right to give notice of its election or direction to redeem Bonds under Section 4.02; provided, that such notice may state that (i) the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) the City retains the right to rescind such notice at any time prior to and including the scheduled redemption date upon delivery of written instructions to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice. Upon such rescission, the notice and redemption shall be of no effect. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption where redemption has been rescinded shall remain Outstanding, and the rescission shall not constitute an Event of Default.

(d) Any notice or instructions given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Section 4.06. Payment Upon Redemption.

(a) Before or on each redemption date, the City shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust an amount from the Interest and Sinking Fund or otherwise received by the Paying Agent/Registrar from the City and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Bonds being redeemed.

(b) Upon presentation and surrender of any Bond called for redemption at the Designated Payment/Transfer Office on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Bond to the date of redemption from the money set aside for such purpose.

Section 4.07. Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 4.04 of this Ordinance and subject, in the case of an optional redemption under Section 4.02, to any conditions or rights reserved by the City under Section 4.04(c), the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the City defaults in its obligation to make provision for the payment of the principal thereof, redemption premium, if any, or accrued interest thereon, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

(b) If the City shall fail to make provision for payment of all sums due on a redemption date, then any Bond or portion thereof called for redemption shall continue to bear interest at the rate stated on the Bond until due provision is made for the payment of same.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01. Appointment of Initial Paying Agent/Registrar.

Wells Fargo Bank, National Association, Austin, Texas, is hereby appointed as the initial Paying Agent/Registrar for the Bonds.

Section 5.02. Qualifications.

Each Paying Agent/Registrar shall be a commercial bank, a trust company organized under the laws of the State of Texas, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Bonds.

Section 5.03. Maintaining Paying Agent/Registrar.

(a) At all times while any Bonds are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Ordinance. The Mayor is hereby authorized and directed to execute an agreement with the Paying Agent/Registrar specifying the duties and responsibilities of the City and the Paying Agent/Registrar in substantially the form presented at this meeting, the form, terms and provisions of which are hereby approved. The signature of the Mayor shall be attested by the City Secretary.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement, provided no such resignation shall be effective until a successor Paying Agent/Registrar has accepted the duties of Paying Agent/Registrar for the Bonds.

Section 5.04. Termination.

The City, upon not less than sixty (60) days notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination, provided, that such termination shall not be effective until a successor Paying Agent/Registrar has been appointed and has accepted the duties of Paying Agent/Registrar for the Bonds.

Section 5.05. Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner by first class United States mail, postage prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06. Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar and executing the Paying Agent/Registrar Agreement, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed thereby.

Section 5.07. Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Bonds to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE BONDS

Section 6.01. Form Generally.

(a) The Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas to accompany the Initial Bond, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Bonds, (i) shall be substantially in the form set forth in this Article, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Bonds, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(c) The definitive Bonds shall be typewritten, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.

(d) The Initial Bond submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 6.02. Form of the Bonds.

The form of the Bonds, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, to accompany the Initial Bond, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Bonds, shall be substantially as follows:

(a) Form of Bonds.

REGISTERED REGISTERED
No. _____ $_____

United States of America
State of Texas

CITY OF COPPERAS COVE, TEXAS
GENERAL OBLIGATION BOND
SERIES 2011

INTEREST RATE:	MATURITY DATE:	BOND DATE:	CUSIP NUMBER:
_____%	August 15, ____	February 1, 2011	_____ ___

The City of Copperas Cove, Texas (the "City"), in the Counties of Coryell, Lampasas and Bell, State of Texas, for value received, hereby promises to pay to

_____

or registered assigns, on the Maturity Date specified above, the sum of

_____ DOLLARS

unless this Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provided for, and to pay interest on such principal amount from the later of the Bond Date specified above or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on February 15 and August 15 of each year, commencing February 15, 2011.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the designated office in Austin, Texas, of Wells Fargo Bank, National Association, as Paying Agent/Registrar (the "Designated Payment/Transfer Office"), or, with respect to a successor paying agent/registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the interest payment date, and will be mailed on or before such interest payment date, by first class United States mail, postage prepaid, by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar, or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expense of such other customary banking arrangements. For the purpose of the payment of interest on this Bond, the registered owner

shall be the person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the last Business Day (as hereinafter defined) of the month next preceding such interest payment date; provided, however, that in the event of nonpayment of interest on a scheduled interest payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which date shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) Business Days (as hereinafter defined) prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each registered owner of a Bond appearing on the books of the Paying Agent/Registrar at the close of business on the last Business Day next preceding the date of mailing of such notice.

If the date for the payment of the principal of or interest on this Bond is not a Business Day, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday or legal holiday, or day on which banking institutions in the State of Texas or the city in which the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are generally authorized or obligated by law or executive order to close (a "Business Day"), and payment on such date shall for all purposes be deemed to have been made on the original date payment was due.

This Bond is one of a series of fully registered bonds specified in the title hereof issued in the aggregate principal amount of $5,530,000 (herein referred to as the "Bonds"), issued pursuant to a certain ordinance of the City (the "Ordinance") for the purpose of providing funds to make certain permanent public improvements within the City and to pay the costs of issuing the Bonds.

The City has reserved the option to redeem the Bonds maturing on or after August 15, 2021 in whole or in part before their respective scheduled maturity dates, on August 15, 2020 or on any date thereafter, at a price equal to the principal amount of the Bonds so called for redemption plus accrued interest to the date fixed for redemption. If less than all of the Bonds are to be redeemed, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Bonds, or portions thereof, within such maturity and in such principal amounts, for redemption.

The Bonds stated to mature on August 15 in each of the years ____, ____ and 2027 (the "Term Bonds") are subject to scheduled mandatory redemption and will be redeemed by the City, in part at a price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, out of moneys available for such purpose in the Interest and Sinking Fund, on August 15 in the years and in the respective principal amounts as set forth in the following schedule:

At least forty-five (45) days prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Bonds equal to the aggregate principal

amount of such Term Bonds to be redeemed and shall call such Term Bonds for redemption on such scheduled mandatory redemption date.

The principal amount of the Term Bonds required to be redeemed on any mandatory sinking fund redemption date shall be reduced, at the option of the City, by the principal amount of any Term Bonds which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to an optional redemption and not previously credited to a mandatory sinking fund redemption.

Not less than thirty (30) days prior to a redemption date for the Bonds, the City shall cause a notice of redemption to be sent by United States mail, first class, postage prepaid, to the Owners of the Bonds to be redeemed at the address of the Owner appearing on the registration books of the Paying Agent/Registrar at the close of business on the business day next preceding the date of mailing such notice.

In the Ordinance, the City reserves the right, in the case of an optional redemption, to give notice of its election or direction to redeem Bonds conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the City retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption and such redemption has been rescinded shall remain Outstanding, and the rescission of such redemption shall not constitute an Event of Default. Further, in the case of a conditional redemption, the failure of the City to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an Event of Default. Any notice so mailed shall be conclusively presumed to have been duly given, whether or not the registered owner receives such notice. Notice having been so given and subject, in the case of an optional redemption, to any rights or conditions reserved by the City in the notice, the certificates called for redemption shall become due and payable on the specified redemption date, and notwithstanding that any obligation or portion thereof has not been surrendered for payment, interest on such obligation or portion thereof shall cease to accrue.

As provided in the Ordinance, and subject to certain limitations therein set forth, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Bonds of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within forty-five (45) calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.

The City, the Paying Agent/Registrar, and any other person may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Bond is registered on the "Record Date" or "Special Record Date," as applicable) and for all other purposes, whether or not this Bond be overdue, and neither the City, nor the Paying Agent/Registrar nor any other person shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law and has been authorized by a vote of the properly qualified electors of the City; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that ad valorem taxes upon all taxable property in the City have been levied for and pledged to the payment of the debt service requirements of the Bonds, within the limit prescribed by law.

IN WITNESS WHEREOF, the City has caused this Bond to be executed by the manual or facsimile signature of the Mayor of the City and countersigned by the manual or facsimile signature of the City Secretary of the City, and the official seal of the City has been duly impressed or placed in facsimile on this Bond.

_____	_____
Jane Lees, City Secretary City of Copperas Cove, Texas	John Hull, Mayor City of Copperas Cove, Texas

[SEAL]

(b) Form of Comptroller's Registration Certificate.

The following Comptroller's Registration Certificate may be deleted from the definitive Bonds if such certificate on the Initial Bond is fully executed.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO. _____
OF THE STATE OF TEXAS	§	

I hereby certify that there is on file and of record in my office a certificate of the Attorney General of the State of Texas to the effect that this Bond has been examined by him as required by law, that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that it is a valid and binding obligation of the City of Copperas Cove, Texas, and that this Bond has this day been registered by me.

Witness my hand and seal of office at Austin, Texas, .

_____
Comptroller of Public Accounts
of the State of Texas

[SEAL]

(c) Form of Certificate of Paying Agent/Registrar.

The following Certificate of Paying Agent/Registrar may be deleted from the Initial Bond if the executed Comptroller's Registration Certificate appears thereon.

CERTIFICATE OF PAYING AGENT/REGISTRAR

The records of the Paying Agent/Registrar show that the Initial Bond of this series of bonds was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and that this is one of the Bonds referred to in the within-mentioned Ordinance.

WELLS FARGO BANK, NATIONAL
ASSOCIATION,
as Paying Agent/Registrar

Dated: _____ By: _____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and Zip Code of transferee):

_____

_____

_____

(Social Security or other identifying number: _____) the within Bond and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

Signature Guaranteed By:

_____
Authorized Signatory

(e) The Initial Bond shall be in the form set forth in paragraphs (a), (b) and (d) of this Section, except for the following alterations:

(i) immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and the words "CUSIP NUMBER" deleted; and

(ii) in the first paragraph of the Bond, the words "on the Maturity Date specified above," shall be deleted and the following will be inserted: "on August 15 in each of the years, in the principal installments and bearing interest at the per annum rates in accordance with the following schedule:

Year	Principal Installment	Interest Rate

(Information to be inserted from
schedule in Section 3.02 of this Ordinance)

Section 6.03. CUSIP Registration.

The City may secure identification numbers through the CUSIP Service Bureau Division of Standard & Poor's Corporation, New York, New York, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the City nor the attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

Section 6.04. Legal Opinion.

The approving legal opinion of Vinson & Elkins L.L.P., Bond Counsel, may be printed on the reverse side of or attached to each Bond over the certification of the City Secretary of the City, which may be executed in facsimile.

Section 6.05. Statement of Insurance.

A statement relating to a municipal bond insurance policy, if any, to be issued for the Bonds may be printed on or attached to each Bond.

ARTICLE VII

SALE AND DELIVERY OF BONDS; OFFICIAL STATEMENT; DEPOSIT OF PROCEEDS

Section 7.01. Sale of Bonds, Official Statement.

(a) The Bonds are hereby sold and awarded and shall be delivered to the Underwriters at the price and on the terms specified in the Bond Purchase Contract. The form, terms and provisions of the Bond Purchase Contract are hereby approved and the Mayor is hereby authorized and directed to execute and deliver such Bond Purchase Contract. It is hereby found, determined and declared that the terms of this sale are the most advantageous reasonably available. The Bonds shall be initially registered in the name of the representative of the Underwriters or its designee.

(b) The form and substance of the Preliminary Official Statement, and any addenda, supplement or amendment thereto, and the final Official Statement (the "Official Statement") presented to and considered at this meeting, are hereby in all respects approved and adopted, and the Preliminary Official Statement is hereby deemed final as of its date (except for the omission of pricing and related information) within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. The Mayor and City Secretary of the City are hereby authorized and directed to execute the same and deliver appropriate numbers of copies thereof to the Underwriters. The Official Statement as thus approved and delivered, with such appropriate variations as shall be approved by the Mayor of the City and the Underwriters, may be used by the Underwriters in the public offering and sale thereof. The use and distribution of the Preliminary Official Statement in the public offering of the Bonds by the Underwriters are hereby ratified, approved and confirmed. The City Secretary is hereby authorized and directed to include and maintain a copy of the Official Statement and

any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Official Statement and the preliminary public offering of the Bonds by the Underwriters are hereby ratified, approved and confirmed.

(c) All officers of the City are authorized to execute such documents, certificates and receipts, and to make such elections with respect to the tax-exempt status of the Bonds, as they may deem appropriate in order to consummate the delivery of the Bonds. Further, in connection with the submission of the record of proceedings for the Bonds to the Attorney General of the State of Texas for examination and approval of such Bonds, the appropriate officer of the City is hereby authorized and directed to issue a check of the City payable to the Attorney General of the State of Texas as a nonrefundable examination fee in the amount required by Chapter 1202, Texas Government Code (such amount to be the lesser of (i) 1/10th of 1% of the principal amount of the Bonds or (ii) $9,500.

(d) The obligation of the Underwriters to accept delivery of the Bonds is subject to the representative of the Underwriters being furnished with the final, approving opinion of Vinson & Elkins L.L.P., Bond Counsel for the City, which opinion shall be dated and delivered the Closing Date.

(e) Bond Counsel is hereby authorized to make nonsubstantive changes to the terms of this Ordinance if necessary or desirable to carry out the purposes hereof or in connection with the approval of the issuance of the Bonds by the Attorney General of Texas.

Section 7.02. Control and Delivery of Bonds.

(a) The Mayor of the City is hereby authorized to have control of the Initial Bond and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State of Texas and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts of the State of Texas, delivery of the Bonds shall be made to the Purchaser under and subject to the general supervision and direction of the Mayor, against receipt by the City of all amounts due to the City under the terms of sale.

(c) In the event the Mayor or City Secretary is absent or otherwise unable to execute any document or take any action authorized herein, the Mayor Pro Tem and the Assistant City Secretary, respectively, shall be authorized to execute such documents and take such actions, and the performance of such duties by the Mayor Pro Tem and the Assistant City Secretary shall for the purposes of this Ordinance have the same force and effect as if such duties were performed by the Mayor and City Secretary, respectively.

Section 7.03. Deposit of Proceeds.

(a) All amounts received on the Closing Date as accrued interest on the Bonds from the Bond Date to the Closing Date shall be deposited to the Interest and Sinking Fund.

(b) The remaining proceeds of the Bonds shall be used to pay the costs of the Project and the costs of issuing the Bonds. Amounts remaining after payment of costs of the Project and costs of issuance shall be deposited to the Interest and Sinking Fund and applied to the payment of debt service on the Bonds.

ARTICLE VIII

INVESTMENTS

Section 8.01. Investments.

(a) Money in the Interest and Sinking Fund created by this Ordinance, at the option of the City, may be invested in such securities or obligations as permitted under applicable law as in effect on the date of the investment.

(b) Any securities or obligations in which money in the Interest and Sinking Fund is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the Interest and Sinking Fund.

Section 8.02. Investment Income.

(a) Interest and income derived from investment of the Interest and Sinking Fund shall be credited to such Fund.

(b) Interest and income derived from the investment of funds deposited pursuant to Section 7.03(b) hereof shall be credited to the fund or account where deposited until completion of the Project; thereafter, to the extent such interest and income are present, such interest and income shall be deposited to the Interest and Sinking Fund.

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01. Payment of the Bonds.

On or before each Interest Payment Date for the Bonds and while any of the Bonds are outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay such interest on and principal of the Bonds as will accrue or mature on the applicable Interest Payment Date, maturity date or date of prior redemption. Such transfer of funds shall be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar not later than the close of business on the Business Day next preceding the date of payment for the Bonds.

Section 9.02. Other Representations and Covenants.

(a) The City will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and in each Bond; the City will promptly

pay or cause to be paid the principal of and interest on each Bond on the dates and at the places and manner prescribed in such Bond; and the City will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

(b) The City is duly authorized under the laws of the State of Texas to issue the Bonds; all action on its part for the creation and issuance of the Bonds has been duly and effectively taken; and the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

Section 9.03. Federal Income Tax Exclusion.

(a) General. The City intends that the interest on the Bonds will be excludable from gross income for federal income tax purposes pursuant to sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), and the applicable Treasury regulations promulgated thereunder (the "Regulations"). The City covenants and agrees not to take any action, or omit to take any action within its control, that if taken or omitted, respectively, would (i) cause the interest on the Bonds to be includable in the gross income, as defined in section 61 of the Code, for federal income tax purposes or (ii) result in the violation of or failure to satisfy any provision of Section 103 and 141 through 150 of the Code and the applicable Regulations that is applicable to the Bonds. In particular, the City covenants and agrees to comply with each requirement of this Section 9.03; provided, however, that the City shall not be required to comply with any particular requirement of this Section 9.03, if the City has received an opinion of nationally recognized bond counsel ("Counsel's Opinion") that (i) such noncompliance will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds or (ii) that compliance with some other requirement set forth in this Section 9.03, will satisfy the applicable requirements of the Code and the Regulations, in which case compliance with such other requirement specified in such Counsel's Opinion shall constitute compliance with the corresponding requirement specified in this Section 9.03.

(b) No Private Use or Payment and No Private Loan Financing. The City covenants and agrees that it will make such use of the proceeds of the Bonds, including interest or other investment income derived from Bond proceeds, regulate the use of property financed, directly or indirectly, with such proceeds, and take such other and further action as may be required so that the Bonds will not be "private activity bonds" within the meaning of section 141 of the Code and the Regulations. Moreover, the City will certify, through an authorized officer, employee or agent, that, based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be "private activity bonds" within the meaning of section 141 of the Code and the Regulations.

(c) No Federal Guarantee. The City covenants and agrees that it has not taken and will not take any action, and has not knowingly omitted and will not knowingly omit to take any action within its control, that, if taken or omitted, respectively, would cause the Bonds to be "federally guaranteed" within the meaning of section 149(b) of the Code and the Regulations, except as permitted by section 149(b)(3) of the Code and the Regulations.

(d) Bonds are not Hedge Bonds. The City covenants and agrees that it has not taken and will not take any action, and has not knowingly omitted and will not knowingly omit to take any action within its control, that, if taken or omitted, respectively, would cause the Bonds to be "hedge bonds" within the meaning of section 149(g) of the Code and the Regulations.

(e) No-Arbitrage Covenant. The City covenants and agrees that it will make such use of the proceeds of the Bonds including interest or other investment income derived from Bond proceeds, regulate investments of proceeds of the Bonds, and take such other and further action as may be required so that the Bonds will not be "arbitrage bonds" within the meaning of section 148(a) of the Code and the Regulations. Moreover, the City shall certify, through an authorized officer, employee or agent, that, based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of section 148(a) of the Code and the Regulations.

(f) Arbitrage Rebate. If the City does not qualify for an exception to the requirements of Section 148(f) of the Code relating to the required rebate to the United States, the City will take all necessary steps to comply with the requirement that certain amounts earned by the City on the investment of the "gross proceeds" of the Bonds (within the meaning of section 148(f)(6)(B) of the Code), be rebated to the federal government. Specifically, the City will (i) maintain records regarding the investment of the gross proceeds of the Bonds as may be required to calculate the amount earned on the investment of the gross proceeds of the Bonds separately from records of amounts on deposit in the funds and accounts of the City allocable to other bond issues of the City or moneys which do not represent gross proceeds of any bonds of the City, (ii) determine at such times as are required by the Regulations, the amount earned from the investment of the gross proceeds of the Bonds which is required to be rebated to the federal government, and (iii) pay, not less often than every fifth anniversary date of the delivery of the Bonds or on such other dates as may be permitted under the Regulations, all amounts required to be rebated to the federal government. Further, the City will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Bonds that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if the arrangement had been at arm's length and had the yield on the issue not been relevant to either party.

(g) Information Reporting. The City covenants and agrees to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Bonds are issued, an information statement concerning the Bonds, all under and in accordance with section 149(e) of the Code and the Regulations.

(h) Record Retention. The City will retain all pertinent and material records relating to the use and expenditure of the proceeds of the Bonds until six years after the last Bond is redeemed, or such shorter period as authorized by subsequent guidance issued by the Department of Treasury, if applicable. All records will be kept in a manner that ensures their complete access throughout the retention period. For this purpose, it is acceptable that such records are

kept either as hardcopy books and records or in an electronic storage and retrieval system, provided that such electronic system includes reasonable controls and quality assurance programs that assure the ability of the City to retrieve and reproduce such books and records in the event of an examination of the Bonds by the Internal Revenue Service.

(i) Registration. The Bonds will be issued in registered form.

(j) Continuing Obligation. Notwithstanding any other provision of this Ordinance, the City's obligations under the covenants and provisions of Section 9.03, shall survive the defeasance and discharge of the Bonds.

ARTICLE X

DEFAULT AND REMEDIES

Section 10.01. Events of Default.

Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, which default materially and adversely affects the rights of the Owners, including but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of sixty (60) days after notice of such default is given by any Owner to the City.

Section 10.02. Remedies for Default.

(a) Upon the happening of any Event of Default, then any Owner or an authorized representative thereof, including but not limited to, a trustee or trustees therefor, may proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Bonds then outstanding.

Section 10.03. Remedies Not Exclusive.

(a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter

existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

ARTICLE XI

DISCHARGE

Section 11.01. Discharge.

The Bonds may be refunded, discharged or defeased in any manner permitted by applicable law.

ARTICLE XII

CONTINUING DISCLOSURE UNDERTAKING

Section 12.01. Annual Reports.

(a) The City shall provide annually to the MSRB, within six (6) months after the end of each Fiscal Year, financial information and operating data with respect to the City of the general type included in the final Official Statement, being the information described in Exhibit A hereto. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit A hereto, and (ii) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the City shall provide notice that audited financial statements are not available and shall provide unaudited financial statements for the applicable Fiscal Year to the MSRB. Thereafter, when and if audited financial statements become available, the City shall provide such audited financial statements as required to the MSRB.

(b) If the City changes its Fiscal Year, it will notify the MSRB of the change (and of the date of the new Fiscal Year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

Section 12.02. Material Event Notices.

(a) The City shall provide notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than 10 business days after the occurrence of the event:

(i) principal and interest payment delinquencies;

(ii) nonpayment related defaults, if material;

(iii) unscheduled draws on debt service reserves reflecting financial difficulties;

(iv) unscheduled draws on credit enhancements reflecting financial difficulties;

(v) substitution of credit or liquidity providers, or their failure to perform;

(vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(vii) modifications to rights of Owners, if material;

(viii) bond calls, if material and tender offers;

(ix) defeasance;

(x) release, substitution, or sale of property securing repayment of the Bonds, if material; and

(xi) rating changes.

(xii) bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;

(xiii) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

(xiv) appointment of a successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material.

For these purposes, any event described in the immediately preceding clause (xii) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other

proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets of business of the.

(b) The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with Section 12.02 of this Ordinance by the time required by such Section.

Section 12.03. Limitations, Disclaimers and Amendments.

(a) The City shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the City remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with Article XI that causes Bonds no longer to be Outstanding.

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Bonds, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(c) No default by the City in observing or performing its obligations under this Article shall comprise a breach of or default under the Ordinance for purposes of any other provisions of this Ordinance.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (i) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Ordinance that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (B) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Bonds. The provisions of this Article may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent the Purchaser of the initial public offering of the Bonds from lawfully purchasing or selling Bonds in such offering. If the City so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 12.02 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

ARTICLE XIII

EFFECTIVE IMMEDIATELY

Section 13.01. Effective Immediately.

This Ordinance shall become effective immediately upon its adoption at this meeting pursuant to Section 1201.028, Texas Government Code.

PASSED AND ADOPTED this February 15, 2011, by the City Council of the City of Copperas Cove, Texas.

EXHIBIT A

DESCRIPTION OF ANNUAL DISCLOSURE OF FINANCIAL INFORMATION

The following information is referred to in Article XII of this Ordinance:

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Article are as specified (and included in the Appendix or other headings of the Official Statement referred to) below:

1. The portions of the financial statements of the City appended to the Official Statement as Appendix B, but for the most recently concluded Fiscal Year.

2. Statistical and financial data set forth in Tables numbered 1 through 4 and 6 through 16, each inclusive.

Accounting Principles

The accounting principles referred to in such Article are the accounting principles described in the notes to the financial statements referred to in Paragraph 1 above.

Local Transportation Project Advance Funding Agreement

US 190
Copperas Cove Reliever Route (Southeast Bypass)

Copperas Cove

Texas Department of Transportation

CSJ #0231-19-002, etc.
District # Waco (09)
Code Chart 64 #09750
Project: US 190 SE Bypass
CFDA # 20.205

STATE OF TEXAS §

COUNTY OF TRAVIS §

LOCAL TRANSPORTATION PROJECT ADVANCE FUNDING AGREEMENT For A Category 10 – Federal Earmark Project On-System

THIS AGREEMENT (the Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation hereinafter called the "State", and the City of Copperas Cove, acting by and through its duly authorized officials, hereinafter called the "Local Government."

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

WHEREAS, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall design, construct and operate a system of highways in cooperation with local governments; and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

WHEREAS, the Texas Transportation Commission passed Minute Order 112237, authorizing the State to undertake and complete a highway improvement generally described as the construction of US 190 Copperas Cove Southeast Bypass and,

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance dated the 19th day of October 2010, which is attached hereto and made a part hereof as Attachment "A" for the construction of US 190 Copperas Cove Southeast Bypass at the location shown on the Map in Attachment "B" hereinafter referred to as the Project.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

AGREEMENT

1. **Period of the Agreement**
   This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

2. **Scope of Work**
   The construction US 190 Copperas Cove Southeast Bypass as shown on Attachment "B".

3. **Local Project Sources and Uses of Funds**
   a. The total estimated cost of the Project is shown in the Project Budget - Attachment "C" which is attached hereto and made a part hereof. The expected cash contributions from the Federal or State government, the Local Governments, or other parties is shown in Attachment "C". The cost of the project includes both construction and any required utility relocation work called for in the construction plans. The State will pay for only those project costs that have been approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before the issuance of a formal Letter of Authority by the Federal Highway Administration. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal Letter of Authority is formally issued.

   A bid add alternate component is included in this agreement as part of Attachment "C" that shall allow both the Local Government and the State to consider accepting additional work of an underpass at FM 2657 as an additional project component but only in the event that the base low bid is sufficiently below the Engineer's estimate to allow the additional project component and stay within the overall budget of the project.

   If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before a letter of authority is issued. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

   b. This project cost estimate shows how necessary resources for completing the project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of utility work; (2) costs of environmental assessment and remediation; (3) cost of construction; and (4) any other local project costs.

c. The State will be responsible for securing the Federal and State share of the funding required for the development and construction of the local project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
d. The Local Government will be responsible for all non-Federal or non-State participation costs associated with the Project, including any overruns in excess of the approved local project budget unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement.
e. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall pay to the State the State's estimated construction cost amount specified in Attachment C.
f. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
g. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to the State Project.
h. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government, the State, or the Federal government will be promptly paid by the owing party. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement.
i. The State will not pay interest on any funds provided by the Local Government.
j. At the State's discretion, it may decide not to charge the Local Government for the indirect costs the State incurs on the local project. However, should this Agreement be terminated at the request of the Local Government prior to completion of the project, then the indirect State costs must be paid by the Local Government.
k. If the project has been approved for a "fixed price" or an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment "C" will clearly state the amount of the fixed price or the incremental payment schedule.
l. If the Local government is an Economically Disadvantaged County and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
m. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

n. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.

The State will not execute the contract for the construction of the project until the required funding has been made available by the Local Government in accordance with this Agreement.

4. Termination of this Agreement

This Agreement shall remain in effect until the project is completed and accepted by all parties, unless:

a. the Agreement is terminated in writing with the mutual consent of the parties;
b. the Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party; or
c. the Local Government elects not to provide funding after the completion of preliminary engineering, specifications and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project.

5. Amendments

Amendments to this Agreement due to changes in the character of the work or terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

6. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

7. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

8. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The State shall be responsible for these activities.

9. Compliance with Texas Accessibility Standards and ADA

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services – Not Applicable

The State has responsibility for the performance of architectural and engineering services.

For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum conform to applicable *American Association of State Highway and Transportation Officials* design standards.

The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges*, and the special specifications and special provisions related thereto.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases.

Professional services contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters.

11. Construction Responsibilities

a. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders, which may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
b. The State will use its approved contract letting and award procedures to let and award the construction contract.
c. Prior to their execution, the Local Government will be given the opportunity to review contract change orders that will result in an increase in cost to the Local Government.
d. Upon completion of the Project, the party constructing the project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.
e. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.
f. The State shall manage and inspect the construction.

12. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads after completion of the work and the State shall be responsible for maintenance of state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

13. Right of Way and Real Property – Not Applicable

The State is responsible for the provision and acquisition of any needed right of way or real property.

14. Notices

All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

Local Government:	State:
City of Copperas Cove	Director of Contract Services
P.O. Drawer 1449	Texas Department of Transportation
507 South Main Street	125 E. 11th
Copperas Cove, Texas 76522	Austin, Texas 78701

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

15. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

16. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

17. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

18. Compliance with Laws

The parties shall comply with all Federal, State, and Local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

19. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

20. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable and allocable to the Project.

21. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

22. Inspection of Books and Records

a. The parties to this Agreement shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

b. Whenever American Recovery and Reinvestment Act of 2009 (ARRA) funds are used and the Local Government is performing any work, either directly or through a contractor, it must comply with the following provisions. If a Local Government is receiving ARRA funds, but is not performing any work, the following provisions apply, if appropriate, and to the extent necessary to comply with ARRA regulations.

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

   i. examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to the contract or subcontract; and

   ii. interview any officer or employee of the contractor or any of its subcontractors, or any State or local agency administering the contract regarding such contracts.

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

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

   i. to examine any records of the contractor or grantee, any of its subcontractors or sub-grantees, or any State or local agency administering such contract that pertain to and involve transactions relating to the contract, subcontract, grant, or sub-grant; and

   ii. to interview any officer or employee of the contractor, grantee or sub-grantee, or agency regarding such transactions.

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

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

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

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

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

23. Office of Management and Budget (OMB) Audit Requirements

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

Whenever funds from the American ARRA are distributed to a Local Government, the Local Government must complete its Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC), as required by OMB Circular A-133, and separately identify any ARRA expenditures for Federal Awards.

24. Civil Rights Compliance

The Local Government shall comply with the regulations of the Department of Transportation as they relate to nondiscrimination (49 CFR Chapter 21 and 23 CFR §710.405(B)), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

25. Disadvantaged Business Enterprise Program Requirements

The parties shall comply with the Disadvantaged/Minority Business Enterprise Program requirements established in 49 CFR Part 26.

26. Debarment Certifications

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

27. Lobbying Certification

In executing this Agreement, the signatories certify to the best of his or her knowledge and belief, that:

a. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or

an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

By executing this Agreement, the parties affirm this lobbying certification with respect to the individual projects and affirm this certification of the material representation of facts upon which reliance will be made. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352.

Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

28. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

29. Signatory Warranty

The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

[this space intentionally left blank]

IN TESTIMONY HEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE LOCAL GOVERNMENT

Andrea M. Gardner
Name

Andrea M. Gardner
Printed Name

City Manager – City of Copperas Cove
Title

12/13/10
Date

THE STATE OF TEXAS

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

Janice Mullenix
Director of Contract Services
Texas Department of Transportation

December 16, 2010
Date

CSJ #0231-19-002, etc.
District # Waco (09)
Code Chart 64 #09750
Project: US 190 SE Bypass
CFDA # 20.205

ATTACHMENT A

Resolution or Ordinance

RESOLUTION NO. 2010-41

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, SUPPORTING THE EXECUTION OF AN ADVANCED FUNDING AGREEMENT BETWEEN THE TEXAS DEPARTMENT OF TRANSPORTATION AND THE CITY OF COPPERAS COVE, AND AUTHORIZING THE CITY MANAGER TO ACT ON THE CITY'S BEHALF TO NEGOTIATE THE TERMS OF THE AGREEMENT PRIOR TO FINAL APPROVAL BY THE CITY, AND PLEDGING THAT THE CITY OF COPPERAS COVE WILL COMPLY WITH THE AGREEMENT REQUIREMENTS OF THE TEXAS DEPARTMENT OF TRANSPORTATION.

WHEREAS, on October 5, 2010, the City of Copperas Cove submitted a written proposal to the Texas Department of Transportation Waco District Engineer for funding of the Southeast Bypass Reliever Route Project (the "Projcct"); and

WHEREAS, the Texas Transportation Commission may enter into an Advanced Funding Agreement as authorized by Texas Government Code §1510.002; and

WHEREAS, the Texas Department of Transportation is considering the approval of the October 5, 2010 proposal; and

WHEREAS, the City of Copperas Cove has identified the Project as a candidate for funding through the Pass-Through Finance Program; and

WHEREAS, the Project was originally proposed to be constructed as a four lane controlled access roadway from existing U.S. 190 west of FM 2657 eastward to U.S. 190 east of Copperas Cove City limits ; and

WHEREAS, the development of the Project will reduce congestion on U.S. 190 and improve mobility and safety through the area; and

WHEREAS, the Project has received overwhelming local and regional support, which includes top military officials assigned to Fort Hood; and

WHEREAS, the Project is included in the short-range portion of the Metropolitan Transportation Plan (MTP), as well as, the City's Master Thoroughfare Plan and Comprehensive Plan; and

WHEREAS, the Advanced Funding Agreement is planned to include a portion of the bond payback from State Category 3 funds allocated to the K-T MPO; and

WHEREAS, the Project has major impact on future development in the City; and

WHEREAS, the voters approved a bond issuance totaling $5,500,000 in November 2008 for the construction of the Project; and

WHEREAS, a federal appropriation is available for the Project construction in the sum of $1,000,000.00 under Minute Order 108087; and

WHEREAS, the Copperas Cove Economic Development Corporation approved a resolution on September 9, 2010, committing funding not to exceed $1,100,000.00 to enable the construction of an overpass located at US 190 at the interchange near Old Copperas Cove Road; and

WHEREAS, the City of Copperas Cove commits to the advance issuance of debt with repayment terms for Category 3 funds to include thirty percent (30%) in September 2012, forty percent (40%) in September 2013 and thirty percent (30%) in year 2014; and

WHEREAS, the City of Copperas Cove understands the Category 3 funding reimbursements will be based on actual costs for the project rather than a fixed amount and will not exceed $42,318,422.00; and

WHEREAS, the Project would not be completed without additional local funds, a federal appropriation or funding from other federal sources, but for the execution of an Advanced Funding Agreement.

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

Section 1.

That the City of Copperas Cove, through the City Manager, is authorized to negotiate the terms of an Advanced Funding Agreement with the Texas Department of Transportation for the construction of the Project, a State Mobility project.

Section 2.

The City of Copperas Cove supports the Project, as it will provide a critical link along the National Highway System and Trunk Systems to provide for uninterrupted traffic flow.

Section 3.

The City of Copperas Cove supports the October 5, 2010 proposal submitted to the Texas Department of Transportation Waco District Engineer.

Section 4.

The City of Copperas Cove supports future debt issuance pledged by an Advanced Funding Agreement with the Texas Department of Transportation.

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

John Hull, Mayor

Attest:

Jane Lees, City Secretary

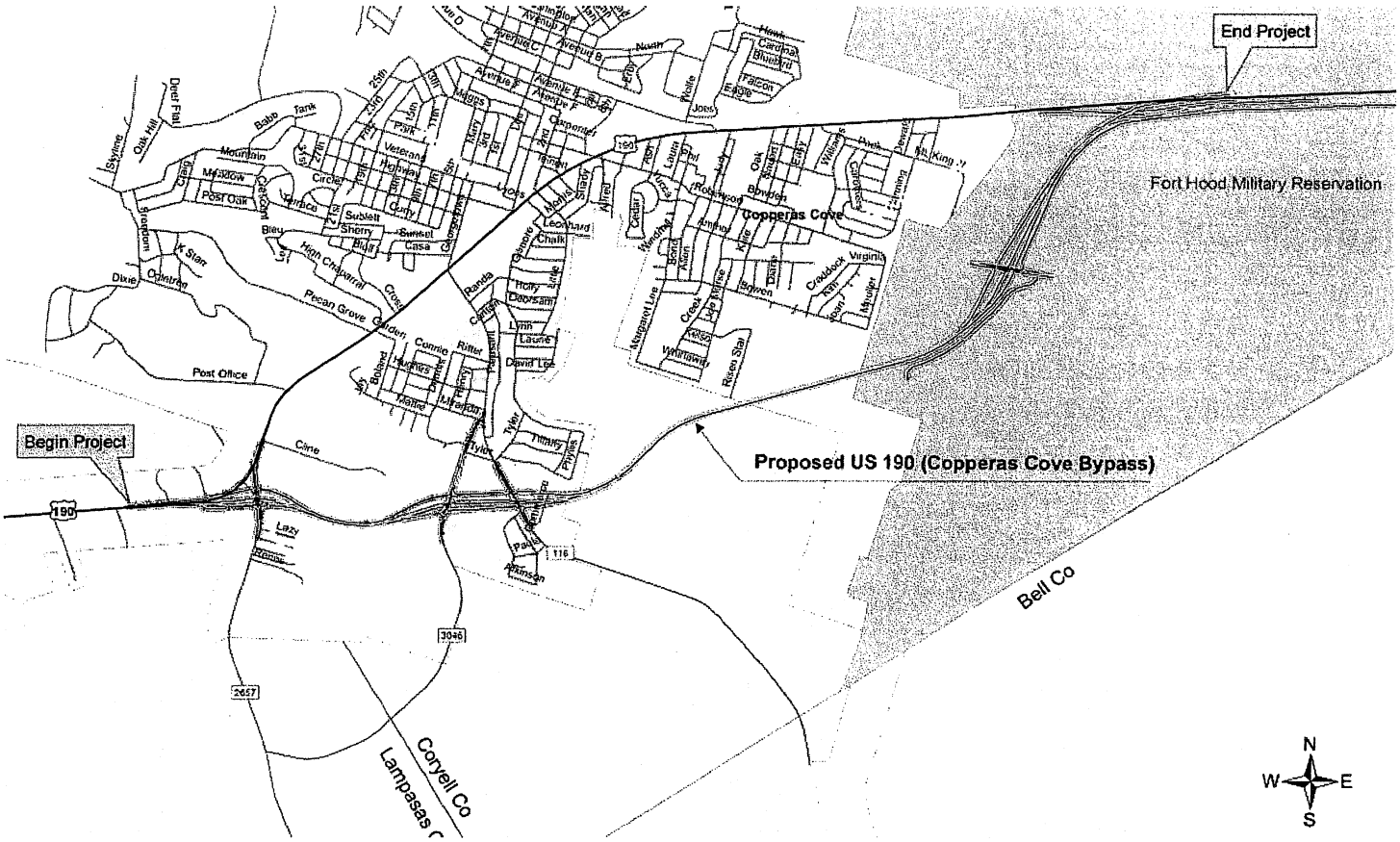
APPROVED AS TO FORM:

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

CSJ #0231-19-002, etc.
District # Waco (09)
Code Chart 64 #09750
Project: US 190 SE Bypass
CFDA # 20.205

ATTACHMENT B

Location Map Showing Project



ATTACHMENT C

The Local Government will initially pay for the construction of the new location US 190 Copperas Cove reliever route and over time be reimbursed as outlined below in the repayment terms. The project begins on US 190 west of Copperas Cove and ends on US 190 west of Clarke Road. The project will construct two lanes of an ultimate four lane controlled access facility. Interchanges will be constructed at FM 3046, FM 116, Old Copperas Cove Road and a direct connector at existing US 190 east of Copperas Cove. The project plans will include a bid add alternate to allow for an underpass at FM 2657 to be added to the project in the event that the base low bid is sufficiently below the engineer's estimate and the cost of the additional work will stay within the overall budget of the project.

The State has estimated the project construction cost and maximum available funding to be as follows:

Description	Estimated Construction Cost	Maximum Funds Available	Maximum Federal Participation	Maximum State Participation	Maximum Local Participation
Construction Cost and *Environmental Remediation (Landfill relocation)	$45,700,000.00	$49,618,000.00	$33,854,400.00	$8,463,600.00	$7,300,000.00
*Utility Relocation	$700,000.00	$700,000.00	$0.00	$0.00	$700,000.00
Category 10 Federal Earmark	($1,000,000.00)	$1,000,000.00	$1,000,000.00	$0.00	$0.00
TOTAL	**$45,400,000.00**	**$51,318,000.00**	**$34,854,400.00**	**$8,463,600.00**	**$8,000,000.00**

* Included in the construction plans

The Category 10 federal earmark of $1,000,000 will be taken off the top of the awarded construction cost at the time of letting.

The State will reimburse the Local Government the actual final construction cost, less the actual final utility relocation cost in the construction bid, plus the actual final construction cost of a bid add alternate, if applicable, not to exceed $42,318,000.

Repayment terms:
30% of the awarded construction contract low bid amount, less the utility relocation amount and the category 10 federal earmark, not to exceed $12,695,400 in September, 2012.
40% of the awarded construction contract low bid amount, less the utility relocation amount and the category 10 federal earmark, not to exceed $16,927,200 in September, 2013.
and the remaining unreimbursed construction cost, less the utility relocation amount and the category 10 federal earmark, not to exceed $12,695,400, based upon actual final construction cost in September, 2014.

The City intends to utilize capitalized interest sufficient to bridge the period between the first interest due on its project-related bonds and the first anticipated receipt of Category 3 funds from the local Metropolitan Planning Organization, Killeen-Temple MPO.

CITY OF COPPERAS COVE ECONOMIC DEVELOPMENT GRANT AGREEMENT

STATE OF TEXAS §
COUNTY OF CORYELL §

Authority

This Agreement is made under the authority of the TEX. LOC. GOV. CODE Chapters 501, 502 and 504, as amended (the "Code").

Parties

This Agreement is made and entered into by and between the City of Copperas Cove Economic Development Corporation (the "CCEDC") organized under the Code, and the City of Copperas Cove (the "GRANTEE"), and shall be effective when duly executed by signature of the authorized representatives of both CCEDC and Grantee ("Effective Date").

Preamble

WHEREAS, the CCEDC held a meeting concerning the expenditure of the funds that are the subject of this agreement on January 31, 2011; and

WHEREAS, upon the recommendation of the CCEDC, the City Council of Copperas Cove, Texas on February 1, 2011, approved the expenditure of said funds; and

NOW THEREFORE, in view of the above and foregoing, and in consideration of the mutual agreements herein contained, CCEDC and Grantee hereby agree as follows:

Terms

In consideration for the mutual promises and covenants given and the mutual benefits received, which is hereby acknowledged by the Parties, the Parties agree as follows:

1) Purpose; Allocation; Schedule of Payments

   i) CCEDC shall allocate one million six hundred fifty thousand dollars ($1,650,000.00) ("Funds") for the purpose of constructing an over-pass located at U.S. 190 Reliever Route (the "By-Pass Project") at the interchange near Old Copperas Cove Road (the "Over-Pass") in order to facilitate access

to the future Copperas Cove Business & Technology Park and allowing for the development of said Park to GRANTEE.

ii) Said Funds allocated shall be used by GRANTEE for the purpose of providing funding to TxDOT for the construction of the Over-Pass. Said Over-Pass is instrumental to the CCEDC in the promotion and development of new and expanded business enterprises in the City of Copperas Cove and shall benefit the CCEDC in their goals of creating and expanding business in the City of Copperas Cove

iii) The exact cost of the project shall be determined after the By-Pass Project has been let with a separate schedule set forth solely for the purpose of the construction of the Over-Pass. Regardless of the determined cost the CCEDC shall not be obligated for more than the required allocated Funds.

iv) The schedule for payment of the Grant to the City shall be based on a 10 year timeline beginning in August 2011 and ending in August 2020, with a minimum of two semi-annual payments due on or before January 15 and August 15, at an interest rate to be determined upon the bond issuance by the City to pay for the By-Pass Project (the "Note").

v) The CCEDC reserves the right, at its option, to redeem principal on the Note with a stated maturity on and after August 15, 2016, in whole or in part in principal amounts of $5,000 or any integral multiple thereof, on August 15, 2015, or any date thereafter, at the stated principal value thereof plus accrued interest to the date of redemption.

vi) CCEDC understands and agrees that the Funds include all amounts for change orders which cannot be known at the time of project let. Method of payment by CCEDC for any change orders shall be agreed upon by CCEDC and City at the time of the change order. If an agreement cannot be reached by CCEDC and City within 45 days of the issuance of any change order CCEDC shall make said payment to the City in a single lump-sum payment within 60 days of written demand by the City.

2) <u>Default</u>

i) This Agreement may be terminated if it is determined that GRANTEE has used the funds for any purpose other than those identified in Section 1(i) of this agreement. Termination of this Agreement may be effected if any such default is not cured within ninety (90) days after written notice by CCEDC to GRANTEE.

ii) In the event of termination for default under this agreement CCEDC's sole remedy shall be termination of this agreement and reimbursement of the funds determined to be improperly used.

3) Miscellaneous

i) Assignment. GRANTEE may not assign this Agreement.

ii) No Right of Renewal. It is understood and agreed that the receipt of these funds by GRANTEE shall not imply any right of automatic renewal of this contract.

iii) Notice. Any notice required under the provisions of this Agreement shall be in writing and delivered in person, by fax or deposited in the United States Mail, registered or certified, return receipt requested. Any such notice must be addressed to CCEDC or GRANTEE at the following addresses. Any notice shall be deemed received three days after the date of deposit in the United States Mail, unless proof is offered to the contrary. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

CCEDC: Dan Yancey, Chairman
City of Copperas Cove Economic Development Corporation
210 South First St
Copperas Cove, Texas 76522

GRANTEE: Andrea M. Gardner, City Manager
City of Copperas Cove
P.O. Drawer 1449
Copperas Cove, Texas 76522

Either party may designate a different address or fax number by giving the other party written notice.

iv) Binding Agreement. This Agreement has been duly executed and delivered by both parties and constitutes a legal, valid and binding obligation of the parties. Each person executing this Agreement on behalf of each party represents and warrants that they have full right and authority to enter into this Agreement.

v) Amendment. This Agreement may not be amended except in a written instrument specifically referring to this Agreement and signed by the parties hereto.

vi) Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The State of Texas shall have jurisdiction over this Agreement and the parties hereto, and venue of

any legal action filed by either CCEDC or GRANTEE shall be in Coryell County, Texas.

vii) Severability. In the event that one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, but shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

viii) Execution. CCEDC executes this Agreement by and through its Chairman, Dan Yancey. GRANTEE executes this Agreement by and through its City Manager, Andrea M. Gardner. The parties further agree that this Agreement may be executed in multiple counterparts, each of which shall be considered an original.

COPPERAS COVE ECONOMIC DEVELOPMENT CORPORATION:

2-1, **2011**
Date

Dan Yancey, Chairman

ATTEST:

Ray Don Clayton, Corporation Secretary

CITY OF COPPERAS COVE :

2/1, **2011**
DATE

Andrea M. Gardner, City Manager

ATTEST:

Jane Lees, City Secretary

City Council Regular **Item #: I. 2.**

Date: 02/15/2011

Contact: Andrea Gardner, City Manager

Information

SUBJECT

Consider and take action on an ordinance of the City of Copperas Cove, Texas, authorizing the issuance and sale of City of Copperas Cove, Texas, Contract Revenue and Limited Tax Bonds, Series 2011, in the aggregate principal amount of $39,140,000; pledging certain contract revenues to the payment of the bonds; levying a tax in payment of the bonds; authorizing the execution and delivery of a bond purchase contract and a paying agent/registrar agreement; approving the official statement; finding and determining that the meeting at which this ordinance is passed is open to the public as required by law; and enacting other provisions relating thereto. ***Andrea M. Gardner, City Manager***

BACKGROUND/HISTORY

The Southeast Bypass (Reliever Route) has been under consideration since the 1990s and discussions on the U.S. Highway 190 Reliever Route began in June 2001 with the Texas Department of Transportation Commission in a Commission Meeting.

Since that date, the project was voted as the top priority for the region by the K-T MPO (previously named KTUTS) Policy Board. On October 3, 2007, the City entered into an agreement with Hearn Engineering for the preparation of plans and specifications for the relocations of water and wastewater lines near the intersections of the proposed Southeast Bypass. Hearn Engineering is continuing efforts to ensure the design of the utility relocates is completed in a timeframe sufficient for the Texas Department of Transportation.

A consensus of the City Council was reached at the April 15, 2008 Regular Meeting of the City Council to include a resolution of support for the Southeast Bypass Project on a future Council Agenda. Thus, Resolution 2008-11 was approved by the City Council.

On January 19, 2010, the City Council approved a resolution authorizing the City Manager to execute an Advance Funding Agreement with the Texas Department of Transportation to contribute funds for the voluntary utility relocation of water and wastewater lines associated with the project. Furthermore, at the same meeting the Council approved a resolution supporting the redesignation of U.S. Highway 190 to Business 190.

On February 16, 2010, the City Council approved a resolution supporting the submittal of a pass-through financing application to the Texas Department of Transportation.

In May 2010, City staff submitted a pass-through financing application pledged for repayment with Category 3 funds, pass-through financing funds and local contributions to the Texas Department of Transportation. Unfortunately, the City's application wasn't selected by the Texas Department of Transportation for funding.

The governing body approved a resolution authorizing the execution of an Advance Funding Agreement with the Texas Department of Transportation for the construction of the Copperas Cove Bypass on December 7, 2010.

On February 1, 2011, the Council approved the agreement with the CCEDC for repayment of the costs associated with the construction of the overpass at Old Copperas Cove.

FINDINGS/CURRENT ACTIVITY

At least sixty (60) days prior to the date set for receipt of the construction bids, the City shall pay to the State the State's estimated construction cost amount specified in Attachment C of the Advanced Funding Agreement. Thus, City staff is requesting the Council to authorize the issuance of Contract Revenue and Limited Tax Bonds, Series 2011, with repayment based on the payment of Category 3 Funds from the State of Texas through the Killeen-Temple Metropolitan Planning Organization as outlined in Schedule C of the Advanced Funding Agreement.

ACTION OPTIONS/RECOMMENDATION

City staff recommends the City Council approve an ordinance authorizing the issuance and sale of City of Copperas Cove, Texas Contract Revenue and Limited Tax Bonds, Series 2011, in the aggregate principal amount of $39,140,000.

Fiscal Impact

Funds available Y/N?: Y

FINANCIAL IMPACT:

With the issuance of General Obligation Bonds, Series 2011 and Contract Revenue and Limited Tax Bonds, Series 2011, and previously issued funds, sufficient funds exist for the let of the SE Bypass Project.

The City's Financial Advisory, Garry Kimball, will provide the debt issuance documentation during the meeting.

Attachments

Link: Contract Rev. & Limited Tax Bonds Ordinance

Link: TxDOT Advance Funding Agreement

Link: Agreement with EDC

ORDINANCE NO. 2011-09

AUTHORIZING THE
ISSUANCE OF

$39,140,000
CITY OF COPPERAS COVE, TEXAS
CONTRACT REVENUE
AND LIMITED TAX BONDS
SERIES 2011

Dated: February 1, 2011

Adopted: February 15, 2011

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EXECUTION

Exhibit A - Description of Annual Disclosure of Financial Information

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, AUTHORIZING THE ISSUANCE AND SALE OF CITY OF COPPERAS COVE, TEXAS, CONTRACT REVENUE AND LIMITED TAX BONDS, SERIES 2011, IN THE AGGREGATE PRINCIPAL AMOUNT OF $39,140,000; PLEDGING CERTAIN CONTRACT REVENUES TO THE PAYMENT OF THE BONDS; LEVYING A TAX IN PAYMENT OF THE BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE CONTRACT AND A PAYING AGENT/REGISTRAR AGREEMENT; APPROVING THE OFFICIAL STATEMENT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND ENACTING OTHER PROVISIONS RELATING THERETO.

WHEREAS, Chapter 1510 of the Texas Government Code, as amended (the "Enabling Act"), authorizes a municipality to issue bonds to provide funds for the design, development, financing, construction, maintenance, operation, extension, expansion or improvement of a nontoll project or facility on the state highway system located in the municipality (as defined and described in Article I hereof, the "Project"); and

WHEREAS, to provide for payment of bonds issued under the Enabling Act, a municipality may (i) pledge revenue from any available source, including payments received under an agreement with the Texas Department of Transportation ("TxDOT"); (ii) pledge, levy and collect taxes, subject to any constitutional limitation; or (iii) pledge any combination of revenue and taxes described in clauses (i) and (ii); and

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

WHEREAS, Sections 201.103 and 222.052, Texas Transportation Code, as amended, require the State of Texas (the "State"), operating by and through TxDOT, to design, construct and operate a system of highways in cooperation with local governments; and

WHEREAS, the City and TxDOT have entered into that certain "Local Transportation Project Advance Funding Agreement for A Category 10 – Federal Earmark Project On-System" (the "Advance Funding Agreement"), authorizing TxDOT to undertake and complete the Project and the City, by resolution adopted on October 19, 2010, has authorized the City's financial participation in the Project; and

WHEREAS, the Project is a nontoll project on the state highway system located within the limits of the City; and

WHEREAS, to the extent revenues from the Advance Funding Agreement are insufficient to pay principal of and interest due on the bonds hereinafter authorized (the "Bonds"), the City shall levy and pledge, within the limits prescribed by law, an annual ad valorem tax on all taxable property in the City sufficient to make payments on the Bonds as authorized by the Enabling Act;

WHEREAS, a municipality that issues bonds under the Enabling Act may exercise any of the rights and powers granted to the governing body of an issuer under Chapter 1371, Texas Government Code; and

WHEREAS, pursuant to this ordinance (the "Ordinance"), the Enabling Act and any other applicable laws, the City deems it necessary and in the public interest of the City to issue the Bonds to finance the Project and pay the costs of issuing the Bonds; and

WHEREAS, the meeting at which this Ordinance is considered 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 by Chapter 551, Texas Government Code, as amended; therefore

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

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01 Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Ordinance, the following terms shall have the meanings specified below:

"Advance Funding Agreement" means that certain "Local Transportation Project Advance Funding Agreement for A Category 10 – Federal Earmark Project On-System" between TxDOT and the City relating to the construction of and payment and reimbursement of costs of the Project as provided therein.

"Annual Debt Service Requirements" means, for any Fiscal Year, the principal of, premium, if any, and interest on the Bonds coming due at maturity, whether at stated maturity or pursuant to a scheduled mandatory redemption.

"Bond" means any of the Bonds.

"Bond Date" means the date designated as the date of the Bonds by Section 3.02(a) of this Ordinance.

"Bond Purchase Contract" means the Purchase Contract between the City and the Underwriters pertaining to the Bonds.

"Bonds" means the City's bonds authorized to be issued by Section 3.01 of this Ordinance and designated as "City of Copperas Cove, Texas, Contract Revenue and Limited Tax Bonds, Series 2011."

"Business Day" means any day which is not a Saturday, Sunday or legal holiday, or day on which banking institutions in the State of Texas or the city in which the Designated

Payment/Transfer Office is located are generally authorized or obligated by law or executive order to close.

"Capitalized Interest Account" means the Capitalized Interest Account established in and as part of the Interest and Sinking Fund. Any reference herein to amounts on deposit in the Interest and Sinking Fund shall include amounts on deposit in the Capitalized Interest Account unless the text specifically requires otherwise.

"City" means the City of Copperas Cove, Texas.

"Closing Date" means the date of the initial delivery of and payment for the Bonds.

"Contract Revenues" means the amounts received by the City from TxDOT pursuant to the provisions of Attachment C to the Advance Funding Agreement.

"Designated Payment/Transfer Office" means (i) with respect to the initial Paying Agent/Registrar named herein, its office in Austin, Texas, or at such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

"DTC" means The Depository Trust Company of New York, New York, or any successor securities depository.

"DTC Participant" means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"Enabling Act" means Chapter 1510 Texas Government Code, as amended.

"Event of Default" means any event of default as defined in Section 10.01 of this Ordinance.

"Fiscal Year" means such fiscal year of the City as shall from time to time be set by the City Council.

"Initial Bond" means the Initial Bond authorized by Section 3.04 of this Ordinance.

"Interest and Sinking Fund" means the interest and sinking fund established by Section 2.03 of this Ordinance, and shall include the Capitalized Interest Account.

"Interest Payment Date" means the date or dates on which interest on the Bonds is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being February 15 and August 15, commencing August 15, 2011.

"MSRB" means the Municipal Securities Rulemaking Board.

"Owner" means the person who is the registered owner of a Bond or Bonds, as shown in the Register.

"Paying Agent/Registrar" means initially Wells Fargo Bank, National Association, Austin, Texas, or any successor thereto as provided in this Ordinance.

"Project" means the highway improvements generally described as the construction of US 190 Copperas Cove Southeast Bypass, as further described in Attachments A and B to the Advance Funding Agreement.

"Record Date" means the last Business Day of the month next preceding an Interest Payment Date.

"Register" means the bond register specified in Section 3.06(a) of this Ordinance.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

"Security" means, collectively, the Contract Revenues and the proceeds of the ad valorem tax levied pursuant to Section 2.01 hereof, plus any additional revenues, income, receipts, or other resources, including, without limitation, any additional revenues derived from any grants, donations or income received or to be received from the United States Government, or any other public or private source, whether pursuant to an agreement or otherwise, that are hereafter pledged by the City to the payment of the Bonds.

"Special Payment Date" means the Special Payment Date prescribed by Section 3.03(b) of this Ordinance.

"Special Record Date" means the Special Record Date prescribed by Section 3.03(b) of this Ordinance.

"Unclaimed Payments" means money deposited with the Paying Agent/Registrar for the payment of principal of, redemption premium, if any, or interest on the Bonds as the same come due and payable or money set aside for the payment of Bonds duly called for redemption prior to maturity.

"Underwriters" means, collectively, the underwriters named in the Bond Purchase Contract.

Section 1.02 Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Ordinance are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.03 Table of Contents, Titles and Headings.

The table of contents, titles and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.04 Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Any action required to be taken on a date which is not a Business Day shall be taken on the next succeeding Business Day and have the same effect as if taken on the date so required.

(c) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Ordinance.

(d) Article and section references shall mean references to articles and sections of this Ordinance unless otherwise designated.

ARTICLE II

SECURITY FOR THE BONDS; INTEREST AND SINKING FUND

Section 2.01 Tax Levy and Pledge.

(a) Pursuant to the authority granted by the Texas Constitution and the laws of the State of Texas, there shall be levied and there is hereby levied for the current year and for each succeeding year thereafter while any of the Bonds or any interest thereon is outstanding and unpaid, an ad valorem tax on each one hundred dollars valuation of taxable property within the City, at a rate sufficient, within the limit prescribed by law, to pay the debt service requirements of the Bonds, being (i) the interest on the Bonds, and (ii) a sinking fund for their redemption at maturity or a sinking fund of 2% per annum (whichever amount is greater), when due and payable, full allowance being made for delinquencies and costs of collection.

(b) The ad valorem tax thus levied shall be assessed and collected each year against all property appearing on the tax rolls of the City most recently approved in accordance with law and the money thus collected shall be deposited as collected to the Interest and Sinking Fund.

(c) Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Interest and Sinking Fund are hereby pledged and committed irrevocably to the payment of the principal of and interest on the Bonds when and as due and payable in accordance with their terms and this Ordinance.

Section 2.02 Pledge of Contract Revenues.

(a) All amounts representing Contract Revenues are hereby pledged to the payment of debt service on the Bonds when due.

(b) The Contract Revenues shall be deposited as received to the Interest and Sinking Fund upon receipt thereof and applied as set forth in Section 2.04 hereof.

(c) The payment of Contract Revenues by TxDOT is subject to appropriation as provided in Section 3.n. of the Advance Funding Agreement.

Section 2.03 Annual Determination of Tax Rate.

(a) The amount of ad valorem taxes to be provided annually for the payment of debt service on the Bonds shall be determined as set forth in this Section 2.03.

(b) The City's annual budget shall reflect:

(i) the amount of Annual Debt Service Requirements to become due on the Bonds in the next succeeding Fiscal Year;

(ii) the amount then on deposit in the Interest and Sinking Fund, from any lawfully available source, as of the date such budget is prepared (after giving effect to any payments of debt service on the Bonds required to be made from the Interest and Sinking Fund during the remainder of the then current Fiscal Year); and

(iii) the amount of Contract Revenues and other lawfully available funds of the City budgeted and appropriated for the payment of the Annual Debt Service Requirements on the Bonds during the next succeeding Fiscal Year.

(c) The amount required to be provided in the succeeding Fiscal Year from ad valorem taxes shall be the amount, if any, that the Annual Debt Service Requirements to be paid on the Bonds in the next succeeding Fiscal Year exceeds the sum of (i) the amount shown to be on deposit in the Interest and Sinking Fund (after giving effect to any debt service payments on the Bonds required to be made from the Interest and Sinking Fund during the remainder of the then current Fiscal Year) at the time the annual budget is prepared, and (ii) the Contract Revenues and other lawfully available funds of the City shown to be budgeted, appropriated and available for payment of the Annual Debt Service Requirements.

(d) Following the final approval of the annual budget of the City, the governing body of the City shall, by ordinance, establish an ad valorem tax rate sufficient to produce tax revenues in the amount determined in paragraph (c) above with full allowance being made for delinquencies and costs of collection, to be utilized for purposes of paying the principal of and interest on the Bonds in the next succeeding Fiscal Year.

(e) If the liens and provisions of this Ordinance shall be released in a manner permitted by applicable law, then the collection of such ad valorem tax may be suspended or

appropriately reduced, as the facts may permit, and further deposits to the Interest and Sinking Fund may be suspended or appropriately reduced, as the facts may permit.

(f) The City has appropriated from lawfully available funds of the City an amount which, together with amounts on deposit in the Capitalized Interest Account, will be sufficient to pay debt service on the Bonds on August 15, 2011.

Section 2.04 Interest and Sinking Fund.

(a) The City hereby establishes a special fund to be designated the "City of Copperas Cove, Texas, Contract Revenue and Limited Tax Bonds, Series 2011, Interest and Sinking Fund," said fund to be maintained at an official depository bank of the City separate and apart from all other funds and accounts of the City.

(b) Money on deposit in, or required by this Ordinance to be deposited to the Interest and Sinking Fund, shall be used solely for the purpose of paying the interest on and principal of the Bonds when and as due and payable in accordance with their terms and this Ordinance.

(c) There is hereby established within the Interest and Sinking Fund, the Capitalized Interest Account. A portion of the proceeds of the Bonds shall be deposited to the Capitalized Interest Account and shall be applied to pay interest on the Bonds when due. The amount on deposit in the Capitalized Interest Account shall be included in the calculation of the amount on deposit in the Interest and Sinking Fund computed in accordance with Section 2.03(b)(ii).

Section 2.05 Security Interest.

Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the Security under this Ordinance, and such pledge is therefore valid, effective, and perfected. If State law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of the Security granted hereunder is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, then in order to preserve for the owners of the Bonds the perfection of the security interest in such pledge, the City agrees to take such measures as it determines are reasonable and necessary under State law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.01 Authorization.

The City's bonds to be designated "City of Copperas Cove, Texas, Contract Revenue and Limited Tax Bonds, Series 2011," are hereby authorized to be issued and delivered in accordance with the Enabling Act. The Bonds shall be issued in the aggregate principal amount of $39,140,000 for the purpose of providing funds to (i) pay the costs of the Project, (ii) make a deposit to the Capitalized Interest Account and (iii) pay the costs of issuing the Bonds.

Section 3.02 Date, Denomination, Maturities and Interest.

(a) The Bonds shall be dated February 1, 2011. The Bonds shall be in fully registered form, without coupons, in the denomination of $5,000 or any integral multiple thereof, and shall be numbered separately from one upward or such other designation acceptable to the City and the Paying Agent/Registrar, except the Initial Bond, which shall be numbered T-1.

(b) The Bonds shall mature on August 15 in the years and in the principal amounts and shall bear interest at the per annum rates set forth in the following schedule:

Year	Principal Amount	Interest Rate
2013	$10,995,000	%
2014	15,895,000	
2015	12,250,000	

(c) Interest shall accrue and be paid on each Bond respectively until its maturity or prior redemption, from the later of the Bond Date or the most recent Interest Payment Date to which interest has been paid or provided for at the rates per annum for each respective maturity specified in the schedule contained in subsection (b) above. Such interest shall be payable semiannually on each Interest Payment Date until maturity or prior redemption. Interest on the Bonds shall be calculated on the basis of a 360-day year composed of 12 months of thirty (30) days each.

Section 3.03 Medium, Method and Place of Payment.

(a) The principal of and interest on the Bonds shall be paid in lawful money of the United States of America.

(b) Interest on the Bonds shall be payable to the Owners as shown in the Register at the close of business on the Record Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which date shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) Business Days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Owner of a Bond appearing in the Register at the close of business on the last Business Day next preceding the date of mailing of such notice.

(c) Interest on each Bond shall be paid by check, dated as of the Interest Payment Date, and mailed on or before such Interest Payment Date, by United States mail, first class, postage prepaid, by the Paying Agent/Registrar to each Owner at the address of each Owner as it appears in the Register, or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the Owner; provided, however, that such Owner shall bear all risk and expense of such other customary banking arrangements.

(d) The principal of each Bond shall be paid to the Owner thereof on the due date (whether at the maturity date or the date of prior redemption thereof) upon presentation and surrender of such Bond at the Designated Payment/Transfer Office.

(e) If the date for the payment of the principal of or interest on the Bonds is not a Business Day, the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due and no additional interest shall be due by reason of nonpayment on the date on which such payment is otherwise stated to be due and payable.

(f) Unclaimed Payments of amounts due hereunder shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Bonds to which such Unclaimed Payments pertain. Subject to Title 6 of the Texas Property Code, any Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three years after the applicable payment or redemption date shall be applied to the next payment or payments on the Bonds thereafter coming due and, to the extent any such money remains three years after the retirement of all outstanding Bonds, such money shall be paid to the City to be used for any lawful purpose. Thereafter, neither the City, the Paying Agent/Registrar nor any other person shall be liable or responsible to any holders of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds, subject to Title 6 of the Texas Property Code.

Section 3.04 Execution and Registration of Bonds.

(a) The Bonds shall be executed on behalf of the City by the Mayor and the City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Bonds. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bond delivered on the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by her duly authorized agent, which certificate shall be evidence that the Initial Bond has been duly approved by the Attorney General of the State of

Texas and that it is a valid and binding obligation of the City, and that it has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, one Initial Bond representing the entire principal amount of all Bonds, payable in stated installments to the representative of the Underwriters, or its designee, executed by the manual or facsimile signatures of the Mayor and City Secretary of the City, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the representative of the Underwriters or its designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver to DTC on behalf of the representative of the Underwriters one registered definitive Bond for each year of maturity of the Bonds in the aggregate principal amount of all Bonds for such maturity, registered in the name of Cede & Co., as nominee of DTC.

Section 3.05 Ownership.

(a) The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment of the principal thereof, for the further purpose of making and receiving payment of the interest thereon, and for all other purposes (except interest will be paid to the person in whose name such bond is registered on the Record Date or Special Record Date, as applicable), whether or not such Bond is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Bond shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.06 Registration, Transfer and Exchange.

(a) So long as any Bonds remain outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Ordinance.

(b) The ownership of a Bond may be transferred only upon the presentation and surrender of the Bond at the Designated Payment/Transfer Office with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office for a Bond or Bonds of the same maturity and interest rate and in any denomination or denominations of any integral multiple of $5,000 and in an aggregate principal amount equal to the unpaid principal amount of the Bonds presented for exchange. The Paying Agent/Registrar is hereby authorized to authenticate and deliver Bonds exchanged for other Bonds in accordance with this Section.

(d) Each exchange Bond delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to

the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such exchange Bond is delivered.

(e) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different denomination of any of the Bonds. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer or exchange of a Bond.

(f) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond called for redemption, in whole or in part, within forty-five (45) calendar days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond.

Section 3.07 Cancellation.

All Bonds paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Ordinance, shall be cancelled and proper records shall be made regarding such payment, redemption, exchange or replacement. The Paying Agent/Registrar shall dispose of cancelled Bonds in accordance with the Securities Exchange Act of 1934.

Section 3.08 Temporary Bonds.

(a) Following the delivery and registration of the Initial Bond and pending the preparation of definitive Bonds, the proper officers of the City may execute and, upon the City's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Bonds that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any authorized denomination, substantially of the tenor of the definitive Bonds in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.

(b) Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit and security of this Ordinance.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar the Bonds in definitive form; thereupon, upon the presentation and surrender of the Bonds in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds in temporary form and shall authenticate and deliver in exchange therefor Bonds of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount, as the Bonds in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.09 Replacement Bonds.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar to save it and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.10 Book-Entry Only System.

The definitive Bonds shall be initially issued in the form of a separate typewritten fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of such Bonds shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.11 hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Bondholder, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a Bondholder, as shown in the Register of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of and interest on the Bonds, for the purpose of all matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an owner, as shown in the Register, shall receive a Bond certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

Section 3.11 Successor Securities Depository; Transfer Outside Book-Entry Only System.

In the event that the City or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the City to DTC, and that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, or in the event DTC discontinues the services described herein, the Issuer or the Paying Agent/Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such

event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

Section 3.12 Payments to Cede & Co.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the representation letter of the City to DTC.

ARTICLE IV

NO REDEMPTION OF BONDS BEFORE MATURITY

Section 4.01 Limitation on Redemption.

The Bonds shall not be subject to redemption prior to stated maturity.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01 Appointment of Initial Paying Agent/Registrar.

Wells Fargo Bank, National Association, Austin, Texas, is hereby appointed as the initial Paying Agent/Registrar for the Bonds.

Section 5.02 Qualifications.

Each Paying Agent/Registrar shall be a commercial bank, a trust company organized under the laws of the State of Texas, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Bonds.

Section 5.03 Maintaining Paying Agent/Registrar.

(a) At all times while any Bonds are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Ordinance. The Mayor is hereby authorized and directed to execute an agreement with the Paying Agent/Registrar specifying the duties and responsibilities of the City and the Paying Agent/Registrar in substantially the form presented at this meeting, the form, terms and provisions of which are hereby approved. The signature of the Mayor shall be attested by the City Secretary.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement, provided no such resignation shall be effective until a

successor Paying Agent/Registrar has accepted the duties of Paying Agent/Registrar for the Bonds.

Section 5.04 Termination.

The City, upon not less than sixty (60) days notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination, provided, that such termination shall not be effective until a successor Paying Agent/Registrar has been appointed and has accepted the duties of Paying Agent/Registrar for the Bonds.

Section 5.05 Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner by United States mail, first class, postage prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06 Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar and executing the Paying Agent/Registrar Agreement, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed thereby.

Section 5.07 Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Bonds to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE BONDS

Section 6.01 Form Generally.

(a) The Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas to accompany the Initial Bond, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Bonds, (i) shall be substantially in the form set forth in this Article, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Bonds, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(c) The definitive Bonds shall be typewritten, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.

(d) The Initial Bond submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 6.02 Form of the Bonds.

The form of the Bonds, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, to accompany the Initial Bond, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Bonds, shall be substantially as follows:

(a) Form of Bonds.

REGISTERED REGISTERED

No. _____ $_____

United States of America
State of Texas

CITY OF COPPERAS COVE, TEXAS
CONTRACT REVENUE AND LIMITED TAX BONDS
SERIES 2011

INTEREST RATE:	MATURITY DATE:	BOND DATE:	CUSIP NUMBER:
_____%	August 15, ____	February 1, 2011	_____ ___

The City of Copperas Cove, Texas (the "City"), in Coryell, Lampasas and Bell Counties, State of Texas, for value received, hereby promises to pay to

_____

or registered assigns, on the Maturity Date specified above, the sum of

_____ DOLLARS

and to pay interest on such principal amount from the later of the Bond Date specified above or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on February 15 and August 15 of each year, commencing August 15, 2011.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the designated office in Austin, Texas, of Wells Fargo Bank, National Association, as Paying Agent/Registrar (the "Designated Payment/Transfer Office"), or, with respect to a successor paying agent/registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the interest payment date, and will be mailed on or before such interest payment date, by United States mail, first class, postage prepaid, by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar, or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expense of such other customary banking arrangements. For the purpose of the payment of interest on this Bond, the registered owner shall be the person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the last business day of the month next preceding such interest payment

date; provided, however, that in the event of nonpayment of interest on a scheduled interest payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which date shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) Business Days (as hereinafter defined) prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each registered owner of a Bond appearing on the books of the Paying Agent/Registrar at the close of business on the last Business Day next preceding the date of mailing of such notice.

If the date for the payment of the principal of or interest on this Bond is not a Business Day, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday or legal holiday, or day on which banking institutions in the State of Texas or the city in which the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are generally authorized or obligated by law or executive order to close (a "Business Day"), and payment on such date shall for all purposes be deemed to have been made on the original date payment was due.

This Bond is one of a series of fully registered bonds specified in the title hereof issued in the aggregate principal amount of $39,140,000 (herein referred to as the "Bonds"), issued pursuant to a certain ordinance of the City (the "Ordinance") for the purpose of providing funds to pay the costs of the Project (as defined and described in the Ordinance), make a deposit to a capitalized interest account and pay the costs of issuing the Bonds. Capitalized terms used herein and not otherwise defined shall have the meaning assigned thereto in the Ordinance.

The Bonds are not subject to redemption prior to the stated maturity date thereof.

As provided in the Ordinance, and subject to certain limitations therein set forth, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Bonds of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

The City, the Paying Agent/Registrar, and any other person may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Bond is registered on the "Record Date" or "Special Record Date," as applicable) and for all other purposes, whether or not this Bond be overdue, and neither the City, nor the Paying Agent/Registrar nor any other person shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that (i) the Contract Revenues (as defined in the Ordinance) have been pledged to the payment of the

principal of and interest on the Bonds, and (ii) ad valorem taxes upon all taxable property in the City have been levied for and pledged to the payment of the debt service requirements of the Bonds, within the limit prescribed by law.

IN WITNESS WHEREOF, the City has caused this Bond to be executed by the manual or facsimile signature of the Mayor of the City and countersigned by the manual or facsimile signature of the City Secretary of the City, and the official seal of the City has been duly impressed or placed in facsimile on this Bond.

_____	_____
Jane Lees, City Secretary	John Hull, Mayor
City of Copperas Cove, Texas	City of Copperas Cove, Texas

[SEAL]

(b) Form of Comptroller's Registration Certificate.

The following Comptroller's Registration Certificate may be deleted from the definitive Bonds if such certificate on the Initial Bond is fully executed.

REGISTRATION CERTIFICATE OF COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO. _____
OF THE STATE OF TEXAS	§	

I hereby certify that there is on file and of record in my office a certificate of the Attorney General of the State of Texas to the effect that this Bond has been examined by him as required by law, that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that it is a valid and binding obligation of the City of Copperas Cove, Texas, and that this Bond has this day been registered by me.

Witness my hand and seal of office at Austin, Texas, _____.

_____
Comptroller of Public Accounts
of the State of Texas

[SEAL]

(b) Form of Certificate of Paying Agent/Registrar.

The following Certificate of Paying Agent/Registrar may be deleted from the Initial Bond if the executed Comptroller's Registration Certificate appears thereon.

CERTIFICATE OF PAYING AGENT/REGISTRAR

The records of the Paying Agent/Registrar show that the Initial Bond of this series of bonds was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and that this is one of the Bonds referred to in the within-mentioned Ordinance.

WELLS FARGO BANK, NATIONAL ASSOCIATION, as
Paying Agent/Registrar

Dated: _____ By: _____
Authorized Signatory

(c) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and Zip Code of transferee):

_____

_____

_____

(Social Security or other identifying number: _____) the within Bond and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Dated: _____

_____

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

Signature Guaranteed:

_____

Authorized Signatory

(d) The Initial Bond shall be in the form set forth in paragraphs (a), (b) and (d) of this Section, except for the following alterations:

(i) immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and the words "CUSIP NUMBER" deleted; and

(ii) in the first paragraph of the Bond, the words "on the Maturity Date specified above the sum of _____ DOLLARS," shall be deleted and the following will be inserted: "on August 15 in each of the years, in the principal installments and bearing interest at the per annum rates in accordance with the following schedule:

Years	Principal Installments	Interest Rate"

(Information to be inserted from
schedule in Section 3.02 of this Ordinance)

Section 6.03 CUSIP Registration.

The City may secure identification numbers through the CUSIP Service Bureau Division of Standard & Poor's Corporation, New York, New York, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the City nor the attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

Section 6.04 Legal Opinion.

The approving legal opinion of Vinson & Elkins L.L.P., Bond Counsel, may be printed on the reverse side of or attached to each Bond over the certification of the City Secretary of the City, which may be executed in facsimile.

ARTICLE VII

SALE AND DELIVERY OF BONDS, DEPOSIT OF PROCEEDS

Section 7.01 Sale of Bonds, Official Statement.

(a) The Bonds are hereby officially sold and awarded to and shall be delivered to the Underwriters at the price and on the terms specified in the Bond Purchase Contract. The form, terms and provisions of the Bond Purchase Contract are hereby approved and the Mayor is hereby authorized and directed to execute and deliver, and the City Secretary is hereby authorized to attest, such Bond Purchase Contract. It is hereby officially found, determined and declared that the terms of this sale are the most advantageous reasonably obtainable. The Bonds shall initially be registered in the name of the representative of the Underwriters, or its designee.

(b) The form and substance of the Preliminary Official Statement, and any addenda, supplement or amendment thereto, and the final Official Statement (the "Official Statement") presented to and considered at this meeting, are hereby in all respects approved and adopted, and the Preliminary Official Statement is hereby deemed final as of its date (except for the omission of pricing and related information) within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. The Mayor and City Secretary of the City are hereby authorized and directed to execute the same and deliver appropriate numbers of copies thereof to the Underwriters. The Official Statement as thus approved and delivered, with such appropriate variations as shall be approved by the Mayor of the City and the Underwriters, may be used by the Underwriters in the public offering and sale thereof. The use and distribution of the Preliminary Official Statement in the public offering of the Bonds by the Underwriters is hereby ratified, approved and confirmed. The City Secretary is hereby authorized and directed to include and maintain a copy of the Official Statement and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Official Statement and the preliminary public offering of the Bonds by the Underwriters is hereby ratified, approved and confirmed.

(c) All officers of the City are authorized to execute such documents, certificates and receipts, and to make such elections with respect to the tax-exempt status of the Bonds, as they

may deem appropriate in order to consummate the delivery of the Bonds. Further, in connection with the submission of the record of proceedings for the Bonds to the Attorney General of the State of Texas for examination and approval of such Bonds, the appropriate officer of the City is hereby authorized and directed to issue a check of the City payable to the Attorney General of the State of Texas as a nonrefundable examination fee in the amount required by Chapter 1202, Texas Government Code (such amount to be the lesser of (i) 1/10th of 1% of the principal amount of the Bonds or (ii) $9,500).

(d) The obligation of the Underwriters to accept delivery of the Bonds is subject to the Underwriters being furnished with the final, approving opinion of Vinson & Elkins L.L.P., Bond Counsel for the City, which opinion shall be dated and delivered the Closing Date.

(e) Bond Counsel is hereby authorized to make nonsubstantive changes to the terms of this Ordinance if necessary or desirable to carry out the purposes hereof or in connection with the approval of the issuance of the Bonds by the Attorney General of Texas.

Section 7.02 Control and Delivery of Bonds.

(a) The Mayor of the City is hereby authorized to have control of the Initial Bond and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State of Texas and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts of the State of Texas, delivery of the Bonds shall be made to the representative of the Underwriters thereof under and subject to the general supervision and direction of the Mayor, against receipt by the City of all amounts due to the City under the terms of sale.

(c) In the event the Mayor or City Secretary is absent or otherwise unable to execute any document or take any action authorized herein, the Mayor Pro Tem and the Assistant City Secretary, respectively, shall be authorized to execute such documents and take such actions, and the performance of such duties by the Mayor Pro Tem and the Assistant City Secretary shall for the purposes of this Ordinance have the same force and effect as if such duties were performed by the Mayor and City Secretary, respectively.

Section 7.03 Deposit of Proceeds.

(a) All amounts received on the Closing Date as accrued interest on the Bonds from the Bond Date to the Closing Date shall be deposited to the Interest and Sinking Fund.

(b) Bond proceeds in the amount of $_____ shall be deposited to the Capitalized Interest Account and applied to the payment of interest on the Bonds during the construction period.

(c) The remaining proceeds of the Bonds shall be deposited to a special construction fund held by the City, separate and apart from other funds and accounts of the City, at the City's depository bank. Amounts on deposit in such construction fund shall be applied to the payment

of the costs of the Project, at such times as required by the Advance Funding Agreement, or at such earlier times as may be determined to be in the best interests of the City, and to pay the costs of issuing the Bonds. Any amounts remaining in the special construction fund after completion of the Project and the payment of the costs of issuing the Bonds shall be transferred to the Interest and Sinking Fund and applied to the payment of debt service on the Bonds.

ARTICLE VIII

INVESTMENTS

Section 8.01 Investments.

(a) Money in the Interest and Sinking Fund created by this Ordinance, at the option of the City, may be invested in such securities or obligations as permitted under applicable law as in effect on the date of the investment.

(b) Any securities or obligations in which money in the Interest and Sinking Fund is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the Interest and Sinking Fund.

Section 8.02 Investment Income.

(a) Interest and income derived from investment of the Interest and Sinking Fund shall be credited to such Fund.

(b) Interest and income derived from the investment of funds on deposit in the construction fund shall be credited to such fund.

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01 Payment of the Bonds.

On or before each Interest Payment Date for the Bonds and while any of the Bonds are outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay such interest on and principal of the Bonds as will accrue or mature on the applicable Interest Payment Date, maturity date or date of prior redemption. Such transfer of funds shall be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar not later than the close of business on the Business Day next preceding the date of payment for the Bonds.

Section 9.02 Other Representations and Covenants.

(a) The City will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and in each Bond; the City will promptly pay or cause to be paid the principal of and interest on each Bond on the dates and at the places

and manner prescribed in such Bond; and the City will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

(b) The City is duly authorized under the laws of the State of Texas to issue the Bonds; all action on its part for the creation and issuance of the Bonds has been duly and effectively taken; and the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

(c) The City hereby reserves the right to issue bonds for the purpose of defeasing or refunding the Bonds in any manner then applicable to such defeasance or refunding and to pledge the Contract Revenues as security for the payment of such refunding bonds on a parity with the pledge of such Contract Revenues as security for the Bonds.

Section 9.03 Provisions Concerning Federal Income Tax Exclusion.

The City intends that the interest on the Bonds shall be excludable from gross income for purposes of federal income taxation pursuant to sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), and the applicable regulations promulgated thereunder (the "Regulations"). The City covenants and agrees not to take any action, or knowingly omit to take any action within its control, that if taken or omitted, respectively, would cause the interest on the Bonds to be includable in the gross income, as defined in section 61 of the Code, of the holders thereof for purposes of federal income taxation. In particular, the City covenants and agrees to comply with each requirement of Sections 9.03 through 9.12, inclusive; provided, however, that the City shall not be required to comply with any particular requirement of Sections 9.03 through 9.12, inclusive, if the City has received an opinion of nationally recognized bond counsel ("Counsel's Opinion") that such noncompliance will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds or if the City has received a Counsel's Opinion to the effect that compliance with some other requirement set forth in Sections 9.03 through 9.12, inclusive, will satisfy the applicable requirements of the Code, in which case compliance with such other requirement specified in such Counsel's Opinion shall constitute compliance with the corresponding requirement specified in Sections 9.03 through 9.12, inclusive.

Section 9.04 No Private Use or Payment and No Private Loan Financing.

The City shall certify, through an authorized officer, employee or agent, that, based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be "private activity bonds" within the meaning of section 141 of the Code and the Regulations. The City covenants and agrees that it will make such use of the proceeds of the Bonds, including interest or other investment income derived from Bond proceeds, regulate the use of property financed, directly or indirectly, with such proceeds, and take such other and further action as may be required so that the Bonds will not be "private activity bonds" within the meaning of section 141 of the Code and the Regulations.

Section 9.05 No Federal Guarantee.

The City covenants and agrees not to take any action, or knowingly omit to take any action within its control, that, if taken or omitted, respectively, would cause the Bonds to be "federally guaranteed" within the meaning of section 149(b) of the Code and the Regulations, except as permitted by section 149(b)(3) of the Code and the Regulations.

Section 9.06 Bonds are not Hedge Bonds.

The City covenants and agrees not to take any action, or knowingly omit to take any action, and has not knowingly omitted to take any action, within its control, that, if taken or omitted, respectively, would cause the Bonds to be "hedge bonds" within the meaning of section 149(g) of the Code and the Regulations.

Section 9.07 No-Arbitrage Covenant.

The City shall certify, through an authorized officer, employee or agent, that, based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, the City will reasonably expect that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of section 148(a) of the Code and the Regulations. Moreover, the City covenants and agrees that it will make such use of the proceeds of the Bonds including interest or other investment income derived from Bond proceeds, regulate investments of proceeds of the Bonds, and take such other and further action as may be required so that the Bonds will not be "arbitrage bonds" within the meaning of section 148(a) of the Code and the Regulations.

Section 9.08 Arbitrage Rebate.

If the City does not qualify for an exception to the requirements of Section 148(f) of the Code relating to the required rebate to the United States, the City will take all necessary steps to comply with the requirement that certain amounts earned by the City on the investment of the "gross proceeds" of the Bonds (within the meaning of section 148(f)(6)(B) of the Code), be rebated to the federal government. Specifically, the City will (i) maintain records regarding the investment of the gross proceeds of the Bonds as may be required to calculate the amount earned on the investment of the gross proceeds of the Bonds separately from records of amounts on deposit in the funds and accounts of the City allocable to other bond issues of the City or moneys which do not represent gross proceeds of any bonds of the City, (ii) calculate at such times as are required by the Regulations, the amount earned from the investment of the gross proceeds of the Bonds which is required to be rebated to the federal government, and (iii) pay, not less often than every fifth anniversary date of the delivery of the Bonds or on such other dates as may be permitted under the Regulations, all amounts required to be rebated to the federal government. Further, the City will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Bonds that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if the

arrangement had been at arm's length and had the yield on the issue not been relevant to either party.

Section 9.09 Information Reporting.

The City covenants and agrees to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Bonds are issued, an information statement concerning the Bonds, all under and in accordance with section 149(e) of the Code and the Regulations.

Section 9.10 Record Retention.

The City will retain all pertinent and material records relating to the use and expenditure of the proceeds of the Bonds until six years after the last Bond is redeemed, or such shorter period as authorized by subsequent guidance issued by the Department of Treasury, if applicable. All records will be kept in a manner that ensures their complete access throughout the retention period. For this purpose, it is acceptable that such records are kept either as hardcopy books and records or in an electronic storage and retrieval system, provided that such electronic system includes reasonable controls and quality assurance programs that assure the ability of the City to retrieve and reproduce such books and records in the event of an examination of the Bonds by the Internal Revenue Service.

Section 9.11 Registration.

The Bonds will be issued in registered form.

Section 9.12 Continuing Obligation.

Notwithstanding any other provision of this Ordinance, the City's obligations under the covenants and provisions of Sections 9.03 through 9.11, inclusive, shall survive the defeasance and discharge of the Bonds.

ARTICLE X

DEFAULT AND REMEDIES

Section 10.01 Events of Default.

Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, which default materially and adversely affects the rights of the Owners, including but not limited to, their prospect or ability to be repaid in

accordance with this Ordinance, and the continuation thereof for a period of sixty (60) days after notice of such default is given by any Owner to the City.

Section 10.02 Remedies for Default.

(a) Upon the happening of any Event of Default, then any Owner or an authorized representative thereof, including but not limited to, a trustee or trustees therefor, may proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Bonds then outstanding.

Section 10.03 Remedies Not Exclusive.

(a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

ARTICLE XI

DISCHARGE

Section 11.01 Discharge.

The Bonds may be refunded, discharged or defeased in any manner permitted by applicable law.

ARTICLE XII

CONTINUING DISCLOSURE UNDERTAKING

Section 12.01 Annual Reports.

(a) The City shall provide annually to the MSRB, within six (6) months after the end of each Fiscal Year, financial information and operating data with respect to the City of the general type included in the final Official Statement, being the information described in Exhibit A hereto. Any financial statements so to be provided shall be (i) prepared in accordance with the

accounting principles described in Exhibit A hereto, and (ii) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the City shall provide notice that audited financial statements are not available and shall provide unaudited financial statements for the applicable Fiscal Year to the MSRB. Thereafter, when and if audited financial statements become available, the City shall provide such audited financial statements as required to the MSRB.

(b) If the City changes its Fiscal Year, it will notify the MSRB of the change (and of the date of the new Fiscal Year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

Section 12.02 Material Event Notices.

The City shall provide notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than 10 business days after the occurrence of the event:

(i) principal and interest payment delinquencies

(ii) nonpayment related defaults, if material;

(iii) unscheduled draws on debt service reserves reflecting financial difficulties;

(iv) unscheduled draws on credit enhancements reflecting financial difficulties;

(v) substitution of credit or liquidity providers, or their failure to perform;

(vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(vii) modifications to rights of Owners, if material;

(viii) bond calls, if material and tender offers;

(ix) defeasance;

(x) release, substitution, or sale of property securing repayment of the Bonds, if material; and

(xi) rating changes.

(xii) bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;

(xiii) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

(xiv) appointment of a successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material.

For these purposes, any event described in the immediately preceding clause (xii) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets of business of the.

(b) The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with Section 12.02 of this Ordinance by the time required by such Section.

Section 12.03 Limitations, Disclaimers and Amendments.

(a) The City shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the City remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with Article XI that causes Bonds no longer to be Outstanding.

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Bonds, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The City does

not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(c) No default by the City in observing or performing its obligations under this Article shall comprise a breach of or default under the Ordinance for purposes of any other provisions of this Ordinance.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

(e) The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (i) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Ordinance that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (B) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Bonds. The provisions of this Article may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent underwriters of the initial public offering of the Bonds from lawfully purchasing or selling Bonds in such offering. If the City so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 12.02 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

Section 12.04 Approval of TxDOT Continuing Disclosure Agreement.

The execution and delivery of a continuing disclosure agreement pertaining to the Bonds, by and between the City and TxDOT, having the substantially final form, terms and provisions submitted herewith, are hereby approved and authorized. The Mayor of the City is hereby authorized and directed to execute and deliver such agreement.

ARTICLE XIII

EFFECTIVE IMMEDIATELY

Section 13.01 Effective Immediately.

Notwithstanding the provisions of the City Charter, this Ordinance shall become effective immediately upon its adoption at this meeting pursuant to Section 1201.028, Texas Government Code.

PASSED AND APPROVED this 15th day of February, 2011.

EXHIBIT A

DESCRIPTION OF ANNUAL DISCLOSURE OF FINANCIAL INFORMATION

The following information is referred to in Article XII of this Ordinance.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Article are as specified (and included in the Appendix or other headings of the Official Statement referred to) below:

1. The portions of the financial statements of the City appended to the Official Statement as Appendix B, but for the most recently concluded Fiscal Year.

2. Statistical and financial data set forth in Tables numbered 1 through 4 and 6 through 16, each inclusive.

Accounting Principles

The accounting principles referred to in such Article are the accounting principles described in the notes to the financial statements referred to in Paragraph 1 above, as such principles may be changed from time to time to comply with State law.

Local Transportation Project Advance Funding Agreement

US 190
Copperas Cove Reliever Route (Southeast Bypass)

Copperas Cove

Texas Department of Transportation

CSJ #0231-19-002, etc.
District # Waco (09)
Code Chart 64 #09750
Project: US 190 SE Bypass
CFDA # 20.205

STATE OF TEXAS §

COUNTY OF TRAVIS §

LOCAL TRANSPORTATION PROJECT ADVANCE FUNDING AGREEMENT For A Category 10 – Federal Earmark Project On-System

THIS AGREEMENT (the Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation hereinafter called the "State", and the City of Copperas Cove, acting by and through its duly authorized officials, hereinafter called the "Local Government."

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

WHEREAS, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall design, construct and operate a system of highways in cooperation with local governments; and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

WHEREAS, the Texas Transportation Commission passed Minute Order 112237, authorizing the State to undertake and complete a highway improvement generally described as the construction of US 190 Copperas Cove Southeast Bypass and,

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance dated the 19th day of October 2010, which is attached hereto and made a part hereof as Attachment "A" for the construction of US 190 Copperas Cove Southeast Bypass at the location shown on the Map in Attachment "B" hereinafter referred to as the Project.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

AGREEMENT

1. **Period of the Agreement**
   This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

2. **Scope of Work**
   The construction US 190 Copperas Cove Southeast Bypass as shown on Attachment "B".

3. **Local Project Sources and Uses of Funds**
   a. The total estimated cost of the Project is shown in the Project Budget - Attachment "C" which is attached hereto and made a part hereof. The expected cash contributions from the Federal or State government, the Local Governments, or other parties is shown in Attachment "C". The cost of the project includes both construction and any required utility relocation work called for in the construction plans. The State will pay for only those project costs that have been approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before the issuance of a formal Letter of Authority by the Federal Highway Administration. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal Letter of Authority is formally issued.

   A bid add alternate component is included in this agreement as part of Attachment "C" that shall allow both the Local Government and the State to consider accepting additional work of an underpass at FM 2657 as an additional project component but only in the event that the base low bid is sufficiently below the Engineer's estimate to allow the additional project component and stay within the overall budget of the project.

   If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before a letter of authority is issued. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

   b. This project cost estimate shows how necessary resources for completing the project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of utility work; (2) costs of environmental assessment and remediation; (3) cost of construction; and (4) any other local project costs.

c. The State will be responsible for securing the Federal and State share of the funding required for the development and construction of the local project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
d. The Local Government will be responsible for all non-Federal or non-State participation costs associated with the Project, including any overruns in excess of the approved local project budget unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement.
e. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall pay to the State the State's estimated construction cost amount specified in Attachment C.
f. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
g. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to the State Project.
h. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government, the State, or the Federal government will be promptly paid by the owing party. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement.
i. The State will not pay interest on any funds provided by the Local Government.
j. At the State's discretion, it may decide not to charge the Local Government for the indirect costs the State incurs on the local project. However, should this Agreement be terminated at the request of the Local Government prior to completion of the project, then the indirect State costs must be paid by the Local Government.
k. If the project has been approved for a "fixed price" or an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment "C" will clearly state the amount of the fixed price or the incremental payment schedule.
l. If the Local government is an Economically Disadvantaged County and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
m. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

n. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.

The State will not execute the contract for the construction of the project until the required funding has been made available by the Local Government in accordance with this Agreement.

4. Termination of this Agreement

This Agreement shall remain in effect until the project is completed and accepted by all parties, unless:

a. the Agreement is terminated in writing with the mutual consent of the parties;
b. the Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party; or
c. the Local Government elects not to provide funding after the completion of preliminary engineering, specifications and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project.

5. Amendments

Amendments to this Agreement due to changes in the character of the work or terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

6. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

7. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

8. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The State shall be responsible for these activities.

9. Compliance with Texas Accessibility Standards and ADA

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services – Not Applicable

The State has responsibility for the performance of architectural and engineering services.

For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum conform to applicable *American Association of State Highway and Transportation Officials* design standards.

The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges*, and the special specifications and special provisions related thereto.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases.

Professional services contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters.

11. Construction Responsibilities

a. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders, which may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
b. The State will use its approved contract letting and award procedures to let and award the construction contract.
c. Prior to their execution, the Local Government will be given the opportunity to review contract change orders that will result in an increase in cost to the Local Government.
d. Upon completion of the Project, the party constructing the project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.
e. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.
f. The State shall manage and inspect the construction.

12. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads after completion of the work and the State shall be responsible for maintenance of state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

13. Right of Way and Real Property – Not Applicable

The State is responsible for the provision and acquisition of any needed right of way or real property.

14. Notices

All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

Local Government:	State:
City of Copperas Cove	Director of Contract Services
P.O. Drawer 1449	Texas Department of Transportation
507 South Main Street	125 E. 11th
Copperas Cove, Texas 76522	Austin, Texas 78701

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

15. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

16. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

17. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

18. Compliance with Laws

The parties shall comply with all Federal, State, and Local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

19. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

20. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable and allocable to the Project.

21. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

22. Inspection of Books and Records

a. The parties to this Agreement shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

b. Whenever American Recovery and Reinvestment Act of 2009 (ARRA) funds are used and the Local Government is performing any work, either directly or through a contractor, it must comply with the following provisions. If a Local Government is receiving ARRA funds, but is not performing any work, the following provisions apply, if appropriate, and to the extent necessary to comply with ARRA regulations.

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

   i. examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to the contract or subcontract; and

   ii. interview any officer or employee of the contractor or any of its subcontractors, or any State or local agency administering the contract regarding such contracts.

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

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

   i. to examine any records of the contractor or grantee, any of its subcontractors or sub-grantees, or any State or local agency administering such contract that pertain to and involve transactions relating to the contract, subcontract, grant, or sub-grant; and

   ii. to interview any officer or employee of the contractor, grantee or sub-grantee, or agency regarding such transactions.

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

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

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

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

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

23. Office of Management and Budget (OMB) Audit Requirements

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

Whenever funds from the American ARRA are distributed to a Local Government, the Local Government must complete its Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC), as required by OMB Circular A-133, and separately identify any ARRA expenditures for Federal Awards.

24. Civil Rights Compliance

The Local Government shall comply with the regulations of the Department of Transportation as they relate to nondiscrimination (49 CFR Chapter 21 and 23 CFR §710.405(B)), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

25. Disadvantaged Business Enterprise Program Requirements

The parties shall comply with the Disadvantaged/Minority Business Enterprise Program requirements established in 49 CFR Part 26.

26. Debarment Certifications

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

27. Lobbying Certification

In executing this Agreement, the signatories certify to the best of his or her knowledge and belief, that:

a. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or

an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

By executing this Agreement, the parties affirm this lobbying certification with respect to the individual projects and affirm this certification of the material representation of facts upon which reliance will be made. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352.

Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

28. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

29. Signatory Warranty

The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

[this space intentionally left blank]

IN TESTIMONY HEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE LOCAL GOVERNMENT

Andrea M. Gardner
Name

Andrea M. Gardner
Printed Name

City Manager – City of Copperas Cove
Title

12/13/10
Date

THE STATE OF TEXAS

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

Janice Mullenix
Director of Contract Services
Texas Department of Transportation

December 16, 2010
Date

CSJ #0231-19-002, etc.
District # Waco (09)
Code Chart 64 #09750
Project: US 190 SE Bypass
CFDA # 20.205

ATTACHMENT A

Resolution or Ordinance

RESOLUTION NO. 2010-41

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, SUPPORTING THE EXECUTION OF AN ADVANCED FUNDING AGREEMENT BETWEEN THE TEXAS DEPARTMENT OF TRANSPORTATION AND THE CITY OF COPPERAS COVE, AND AUTHORIZING THE CITY MANAGER TO ACT ON THE CITY'S BEHALF TO NEGOTIATE THE TERMS OF THE AGREEMENT PRIOR TO FINAL APPROVAL BY THE CITY, AND PLEDGING THAT THE CITY OF COPPERAS COVE WILL COMPLY WITH THE AGREEMENT REQUIREMENTS OF THE TEXAS DEPARTMENT OF TRANSPORTATION.

WHEREAS, on October 5, 2010, the City of Copperas Cove submitted a written proposal to the Texas Department of Transportation Waco District Engineer for funding of the Southeast Bypass Reliever Route Project (the "Projcct"); and

WHEREAS, the Texas Transportation Commission may enter into an Advanced Funding Agreement as authorized by Texas Government Code §1510.002; and

WHEREAS, the Texas Department of Transportation is considering the approval of the October 5, 2010 proposal; and

WHEREAS, the City of Copperas Cove has identified the Project as a candidate for funding through the Pass-Through Finance Program; and

WHEREAS, the Project was originally proposed to be constructed as a four lane controlled access roadway from existing U.S. 190 west of FM 2657 eastward to U.S. 190 east of Copperas Cove City limits ; and

WHEREAS, the development of the Project will reduce congestion on U.S. 190 and improve mobility and safety through the area; and

WHEREAS, the Project has received overwhelming local and regional support, which includes top military officials assigned to Fort Hood; and

WHEREAS, the Project is included in the short-range portion of the Metropolitan Transportation Plan (MTP), as well as, the City's Master Thoroughfare Plan and Comprehensive Plan; and

WHEREAS, the Advanced Funding Agreement is planned to include a portion of the bond payback from State Category 3 funds allocated to the K-T MPO; and

WHEREAS, the Project has major impact on future development in the City; and

WHEREAS, the voters approved a bond issuance totaling $5,500,000 in November 2008 for the construction of the Project; and

WHEREAS, a federal appropriation is available for the Project construction in the sum of $1,000,000.00 under Minute Order 108087; and

WHEREAS, the Copperas Cove Economic Development Corporation approved a resolution on September 9, 2010, committing funding not to exceed $1,100,000.00 to enable the construction of an overpass located at US 190 at the interchange near Old Copperas Cove Road; and

WHEREAS, the City of Copperas Cove commits to the advance issuance of debt with repayment terms for Category 3 funds to include thirty percent (30%) in September 2012, forty percent (40%) in September 2013 and thirty percent (30%) in year 2014; and

WHEREAS, the City of Copperas Cove understands the Category 3 funding reimbursements will be based on actual costs for the project rather than a fixed amount and will not exceed $42,318,422.00; and

WHEREAS, the Project would not be completed without additional local funds, a federal appropriation or funding from other federal sources, but for the execution of an Advanced Funding Agreement.

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

Section 1.

That the City of Copperas Cove, through the City Manager, is authorized to negotiate the terms of an Advanced Funding Agreement with the Texas Department of Transportation for the construction of the Project, a State Mobility project.

Section 2.

The City of Copperas Cove supports the Project, as it will provide a critical link along the National Highway System and Trunk Systems to provide for uninterrupted traffic flow.

Section 3.

The City of Copperas Cove supports the October 5, 2010 proposal submitted to the Texas Department of Transportation Waco District Engineer.

Section 4.

The City of Copperas Cove supports future debt issuance pledged by an Advanced Funding Agreement with the Texas Department of Transportation.

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

John Hull, Mayor

Attest:

Jane Lees, City Secretary

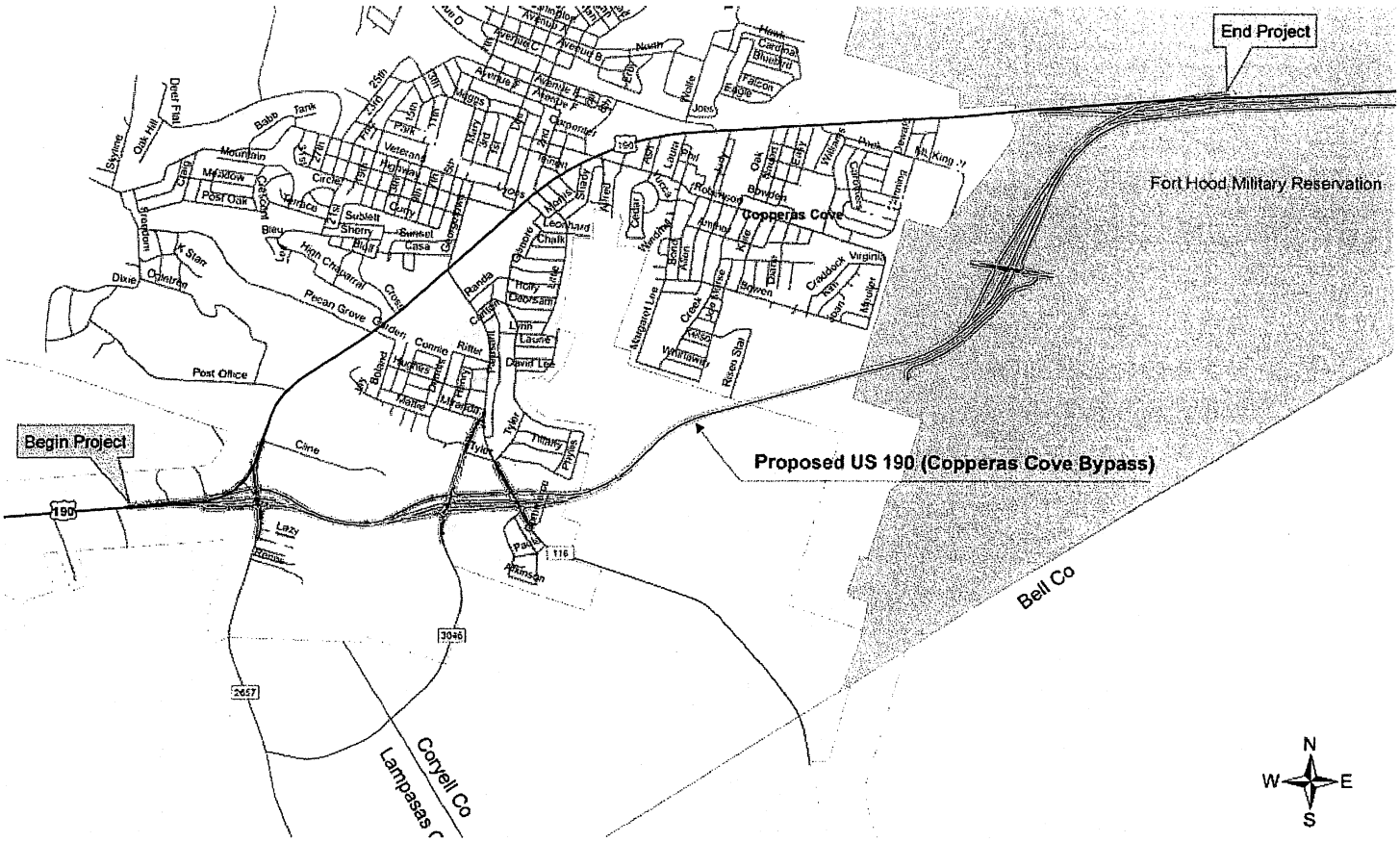
APPROVED AS TO FORM:

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

CSJ #0231-19-002, etc.
District # Waco (09)
Code Chart 64 #09750
Project: US 190 SE Bypass
CFDA # 20.205

ATTACHMENT B

Location Map Showing Project



ATTACHMENT C

The Local Government will initially pay for the construction of the new location US 190 Copperas Cove reliever route and over time be reimbursed as outlined below in the repayment terms. The project begins on US 190 west of Copperas Cove and ends on US 190 west of Clarke Road. The project will construct two lanes of an ultimate four lane controlled access facility. Interchanges will be constructed at FM 3046, FM 116, Old Copperas Cove Road and a direct connector at existing US 190 east of Copperas Cove. The project plans will include a bid add alternate to allow for an underpass at FM 2657 to be added to the project in the event that the base low bid is sufficiently below the engineer's estimate and the cost of the additional work will stay within the overall budget of the project.

The State has estimated the project construction cost and maximum available funding to be as follows:

Description	Estimated Construction Cost	Maximum Funds Available	Maximum Federal Participation	Maximum State Participation	Maximum Local Participation
Construction Cost and *Environmental Remediation (Landfill relocation)	$45,700,000.00	$49,618,000.00	$33,854,400.00	$8,463,600.00	$7,300,000.00
*Utility Relocation	$700,000.00	$700,000.00	$0.00	$0.00	$700,000.00
Category 10 Federal Earmark	($1,000,000.00)	$1,000,000.00	$1,000,000.00	$0.00	$0.00
TOTAL	**$45,400,000.00**	**$51,318,000.00**	**$34,854,400.00**	**$8,463,600.00**	**$8,000,000.00**

* Included in the construction plans

The Category 10 federal earmark of $1,000,000 will be taken off the top of the awarded construction cost at the time of letting.

The State will reimburse the Local Government the actual final construction cost, less the actual final utility relocation cost in the construction bid, plus the actual final construction cost of a bid add alternate, if applicable, not to exceed $42,318,000.

Repayment terms:
30% of the awarded construction contract low bid amount, less the utility relocation amount and the category 10 federal earmark, not to exceed $12,695,400 in September, 2012.
40% of the awarded construction contract low bid amount, less the utility relocation amount and the category 10 federal earmark, not to exceed $16,927,200 in September, 2013.
and the remaining unreimbursed construction cost, less the utility relocation amount and the category 10 federal earmark, not to exceed $12,695,400, based upon actual final construction cost in September, 2014.

The City intends to utilize capitalized interest sufficient to bridge the period between the first interest due on its project-related bonds and the first anticipated receipt of Category 3 funds from the local Metropolitan Planning Organization, Killeen-Temple MPO.

CITY OF COPPERAS COVE ECONOMIC DEVELOPMENT GRANT AGREEMENT

STATE OF TEXAS §
COUNTY OF CORYELL §

Authority

This Agreement is made under the authority of the TEX. LOC. GOV. CODE Chapters 501, 502 and 504, as amended (the "Code").

Parties

This Agreement is made and entered into by and between the City of Copperas Cove Economic Development Corporation (the "CCEDC") organized under the Code, and the City of Copperas Cove (the "GRANTEE"), and shall be effective when duly executed by signature of the authorized representatives of both CCEDC and Grantee ("Effective Date").

Preamble

WHEREAS, the CCEDC held a meeting concerning the expenditure of the funds that are the subject of this agreement on January 31, 2011; and

WHEREAS, upon the recommendation of the CCEDC, the City Council of Copperas Cove, Texas on February 1, 2011, approved the expenditure of said funds; and

NOW THEREFORE, in view of the above and foregoing, and in consideration of the mutual agreements herein contained, CCEDC and Grantee hereby agree as follows:

Terms

In consideration for the mutual promises and covenants given and the mutual benefits received, which is hereby acknowledged by the Parties, the Parties agree as follows:

1) Purpose; Allocation; Schedule of Payments

   i) CCEDC shall allocate one million six hundred fifty thousand dollars ($1,650,000.00) ("Funds") for the purpose of constructing an over-pass located at U.S. 190 Reliever Route (the "By-Pass Project") at the interchange near Old Copperas Cove Road (the "Over-Pass") in order to facilitate access

to the future Copperas Cove Business & Technology Park and allowing for the development of said Park to GRANTEE.

ii) Said Funds allocated shall be used by GRANTEE for the purpose of providing funding to TxDOT for the construction of the Over-Pass. Said Over-Pass is instrumental to the CCEDC in the promotion and development of new and expanded business enterprises in the City of Copperas Cove and shall benefit the CCEDC in their goals of creating and expanding business in the City of Copperas Cove

iii) The exact cost of the project shall be determined after the By-Pass Project has been let with a separate schedule set forth solely for the purpose of the construction of the Over-Pass. Regardless of the determined cost the CCEDC shall not be obligated for more than the required allocated Funds.

iv) The schedule for payment of the Grant to the City shall be based on a 10 year timeline beginning in August 2011 and ending in August 2020, with a minimum of two semi-annual payments due on or before January 15 and August 15, at an interest rate to be determined upon the bond issuance by the City to pay for the By-Pass Project (the "Note").

v) The CCEDC reserves the right, at its option, to redeem principal on the Note with a stated maturity on and after August 15, 2016, in whole or in part in principal amounts of $5,000 or any integral multiple thereof, on August 15, 2015, or any date thereafter, at the stated principal value thereof plus accrued interest to the date of redemption.

vi) CCEDC understands and agrees that the Funds include all amounts for change orders which cannot be known at the time of project let. Method of payment by CCEDC for any change orders shall be agreed upon by CCEDC and City at the time of the change order. If an agreement cannot be reached by CCEDC and City within 45 days of the issuance of any change order CCEDC shall make said payment to the City in a single lump-sum payment within 60 days of written demand by the City.

2) <u>Default</u>

i) This Agreement may be terminated if it is determined that GRANTEE has used the funds for any purpose other than those identified in Section 1(i) of this agreement. Termination of this Agreement may be effected if any such default is not cured within ninety (90) days after written notice by CCEDC to GRANTEE.

ii) In the event of termination for default under this agreement CCEDC's sole remedy shall be termination of this agreement and reimbursement of the funds determined to be improperly used.

3) Miscellaneous

i) Assignment. GRANTEE may not assign this Agreement.

ii) No Right of Renewal. It is understood and agreed that the receipt of these funds by GRANTEE shall not imply any right of automatic renewal of this contract.

iii) Notice. Any notice required under the provisions of this Agreement shall be in writing and delivered in person, by fax or deposited in the United States Mail, registered or certified, return receipt requested. Any such notice must be addressed to CCEDC or GRANTEE at the following addresses. Any notice shall be deemed received three days after the date of deposit in the United States Mail, unless proof is offered to the contrary. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

CCEDC: Dan Yancey, Chairman
City of Copperas Cove Economic Development Corporation
210 South First St
Copperas Cove, Texas 76522

GRANTEE: Andrea M. Gardner, City Manager
City of Copperas Cove
P.O. Drawer 1449
Copperas Cove, Texas 76522

Either party may designate a different address or fax number by giving the other party written notice.

iv) Binding Agreement. This Agreement has been duly executed and delivered by both parties and constitutes a legal, valid and binding obligation of the parties. Each person executing this Agreement on behalf of each party represents and warrants that they have full right and authority to enter into this Agreement.

v) Amendment. This Agreement may not be amended except in a written instrument specifically referring to this Agreement and signed by the parties hereto.

vi) Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The State of Texas shall have jurisdiction over this Agreement and the parties hereto, and venue of

any legal action filed by either CCEDC or GRANTEE shall be in Coryell County, Texas.

vii) Severability. In the event that one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, but shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

viii) Execution. CCEDC executes this Agreement by and through its Chairman, Dan Yancey. GRANTEE executes this Agreement by and through its City Manager, Andrea M. Gardner. The parties further agree that this Agreement may be executed in multiple counterparts, each of which shall be considered an original.

COPPERAS COVE ECONOMIC DEVELOPMENT CORPORATION:

2-1, **2011**
Date

Dan Yancey, Chairman

ATTEST:

Ray Don Clayton, Corporation Secretary

CITY OF COPPERAS COVE :

2/1, **2011**
DATE

Andrea M. Gardner, City Manager

ATTEST:

Jane Lees, City Secretary

City Council Regular **Item #: I. 3.**
Date: 02/15/2011

Information

SUBJECT

Consideration and action on appointment to the Animal Shelter Advisory Committee. ***Mike Heintzelman, Deputy Chief of Police***

BACKGROUND/HISTORY

During a regular council meeting on June 21, 2005, Ordinance No. 2005-12 was approved allowing for the formation of the Animal Shelter Advisory Committee. Section 823.005(b) of the State of Texas Health & Safety Code states the following:

"The advisory committee must be composed of at least one licensed veterinarian, one county or municipal official, one person whose duties include the daily operation of an animal shelter, and one representative from an animal welfare organization."

On August 25, 2009 City Council approved appointments to serve a two (2) year term. The current term began on September 1, 2009 and will expire on August 31, 2011.

FINDINGS/CURRENT ACTIVITY

A vacancy currently exists on the committee. On November 9, 2010 Dr. Kevin Kruse, DVM, submitted a resignation from the committee as the licensed veterinarian. The City seeks an appointment to fill the unexpired term of a licensed veterinarian on the committee and comply with Section 823.005(b) of the State of Texas Health & Safety Code. The following is a list of all qualified applications submitted:

Dr. D. Logan Beene, DVM

ACTION OPTIONS/RECOMMENDATION

Request the City Council to appoint one person to serve as a licensed veterinarian for the unexpired term of the vacant position on the Copperas Cove Animal Shelter Advisory Committee.

Attachments

Link: DL Beene application

Candidate Application for City Council-Appointed Boards & Commissions

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

HOME RESIDENCE IS KILLEEN.

Please attach your resume (optional).

Board Preference 1: ANIMAL ADVISOR

Board Preference 2: _____

Name: D. LOGAN BERNE DVM

Street Address: 1101 S. FM 116, COVE

City Resident: 15 years Personal E-Mail: LOGOVET@AOL.COM

Primary Phone: (254) 542-8700 Home Fax: 254-542-8703

Profession: VET

Business Name: CROSSROADS VET HOSPITAL

Business Address: SEE ABOVE

City: " State " Zip: "

Business Phone: _____ Business Fax: _____

Business E-Mail: DRBERNE@HOT-RR.COM

Experience or special knowledge applicable to City board or commission function:

_____

_____

Civic Activities/Professional Affiliations _____

_____

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

Signature _____ Date 1-31-11

Please return completed application and resume to:
City Secretary's Office, City Hall
507 S. Main Street, Copperas Cove, Texas 76522
Phone: (254) 547-4221

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

City Council Regular **Item #: I. 4.**

Date: 02/15/2011

Contact: Andrea Gardner, City Manager

Information

SUBJECT

Consideration and possible action on authorizing the City Manager to execute a letter to indicate the City's interpretation of the franchise agreement between the City and Atmos Energy Corporation regarding the inclusion of franchise fees other than value of gas transported and/or franchise fees on value of gas transported be included in the terms "gross receipts" or "gross revenues" as well as the election of the City to receive an additional payment consistent with the City's historical interpretation of the franchise agreement. ***Andrea M. Gardner, City Manager***

BACKGROUND/HISTORY

On February 2, 2010, the City Council adopted Ordinance 2010-07 granting to Atmos Energy Corporation a franchise to construct, maintain and operate pipelines and equipment in the City of Copperas Cove, Coryell County, Texas. Section 5B of the franchise agreement defines gross revenues as:

1. all revenues received by Atmos Energy from the sale of gas to all classes of customers (excluding gas sold to another gas utility in the City for resale to its customers within City) within the City;
2. all revenues received by Atmos Energy from the transportation of gas through the System of Atmos Energy within the City to customers located within the City (excluding any gas transported to another gas utility in City for resale to its customers within City);
3. the value of gas transported by Atmos Energy for Transport Customers through the System of Atmos Energy within the City ("Third Party Sales")(excluding the value of any gas transported to another gas utility in City for resale to its customers within City), with the value of such gas to be established by utilizing Atmos Energy's monthly Weighted Average Cost of Gas charged to industrial customers in the Mid-Tex division, as reasonably near the time as the transportation service is performed; and
4. "Gross revenues" shall also include:

- other revenues derived from the following 'miscellaneous charges':
    - charges to connect, disconnect, or reconnect gas within the City;
    - charges to handle returned checks from consumers within the City;
    - such other service charges and charges as may, from time totime, be authorized in the rates and charges on file with the City; and
- revenues billed but not ultimately collected or received by Atmos

FINDINGS/CURRENT ACTIVITY

On December 8, 2010, the City received the attached letter from Atmos Energy Corporation providing detail information on an internal franchise review completed by Atmos years prior. Following the internal review, Atmos Energy concluded there was insufficient support to include franchise fees in the definition of "gross revenues". Thus, Atmos discontinued paying franchise fees on franchise fees as of January 1, 2009. Subsequently, several cities approached Atmos requesting franchise fees be re-included in the definition of "gross revenues". As a result, Atmos has agreed to offer cities the option to clarify the City's intent to include franchise fees in the definition of "gross revenues" with the understanding that all franchise fee amounts paid to the City will be recovered from customers. Furthermore, the option to make the clarification effective back to January 1, 2009 is available. Should the City elect to backdate its election, Atmos will remit a make up payment for the time period from January 1, 2009 to present, when franchise fees were not included in "gross revenues". The anticipated recovery timeframe for the make up payment will last approximately twelve (12) months.

On February 1, 2011, the Council received legal guidance from the City Attorney regarding the matter during a posted Executive Session.

ACTION OPTIONS/RECOMMENDATION

City staff recommends the Council provide direction to the City Manager to indicate the City's interpretation of the franchise agreement between the City and Atmos Energy Corporation as "disagreement" to including franchise fees in "gross revenues" for franchise fees other than on value of gas transported and franchise fees on value of gas transported.

Fiscal Impact

Funds available Y/N?: Y

FINANCIAL IMPACT:

The impact to City revenues if the City elects to include franchise fees in the definition of "gross revenues" is a .0025% increase. However, the impact to customers by effectively raising the amount billed above the percentage reflected in the agreement (5%) in order to recover the franchise fees paid on franchise fees.

There is no impact to City revenues or customers if the City elects not to include franchise fees in the definition of "gross revenues.

Attachments

Link: Atmos Energy

December 8, 2010

To the Honorable Mayor and
Members of the City Council
City of Copperas Cove
PO Box 1449
Copperas Cove, Texas 76522

RE: Interpretation of Franchise Agreement Terms – Fee on Fee

Dear City Officials:

Following an internal franchise review, Atmos determined that there was no clear legal support allowing the inclusion of the recovery of fees pursuant to a franchise fee agreement in the definition of Gross Revenues and discontinued including franchise fees recovered from customers, including street and alley fees, in the calculation of the franchise payment as of January 1, 2009. In short, the Company determined that the franchises did not require the Company to pay franchise fees on franchise fees.

Later Atmos was approached by several cities that interpreted the definition of Gross Revenues in their franchise agreement to include these franchise fees. Even though there is a difference in opinion, Atmos Energy is willing to include franchise fees in the definition of Gross Revenues with the understanding that it will be recovered from our customers within your city, as are franchise fees associated with the other components of Gross Revenues.

The attached election letter provides the opportunity to add franchise fees to the definition of Gross Revenues, conditioned upon the ability of the Company to recover in full all franchise fees paid. Additionally, the election letter provides the opportunity to make the election effective as of January 1, 2009, resulting in an additional payment that reflects the inclusion of franchise fees in Gross Revenues for prior periods beginning January 1, 2009.

It is important to note that the election to include fee on fee will impact customers within your city by effectively raising the amount billed above the percentage reflected in the agreement in order to recover the amount of fee paid on franchise fees. Due to the fee charged on the value of volumes of gas transported, transportation customers will see the most dramatic increase on their bill. Any additional makeup payment will also be recovered from customers. Atmos anticipates that this recovery will last approximately twelve months.

Atmos Energy Corporation
1500 W Loop 340 Waco, Texas 76712
P 254-662-7418 F 254-662-7400 atmosenergy.com

If a municipality has passed a new franchise with an effective date on or after January 1, 2009, it may be necessary for the Council to pass a franchise amendment in addition to signing the election letter. This is because Atmos Energy clarified franchise compensation language following its internal review.

In the interest of certainty with respect to contract administration, the Company will discontinue the opportunity to add franchise fees on franchise fees and request a makeup payment for the prior period as of March 31, 2011. Any election not postmarked by that date will not be accepted. Please contact me at 254-662-7418 or email me at Doug.Hill@atmosenergy.com should you have any questions.

Sincerely,

Doug Hill

Attachments: 1) Messaging for City Council
2) Fee on Fee Election Letter

On or Before March 31, 2011

Mr. David Park
Vice President Rates and Regulatory Affairs
Atmos Energy Corporation, Mid-Tex Division
5420 LBJ Freeway, Ste. 1862
Dallas, TX 75240

RE: Franchise Fees on Franchise Fees

Dear Mr. Park:

To the extent that the following paragraphs are applicable, the selections below indicate the City's interpretation of the franchise agreement between the City and Atmos Energy Corporation ("Atmos") as well as the election of the City to receive an additional payment consistent with the City's historical interpretation of the franchise agreement. The City has selected 'Y' to indicate agreement or 'N' to indicate disagreement.

Franchise Fees other than on Value of Gas Transported

Y or N — The City intends that all amounts billed to and collected from customers for franchise fees (other than those assessed on the value of transported gas) be added to the revenue amount that Atmos uses to calculate the City's franchise fee payment.

Y or N — The City elects to receive an additional payment for the period of time beginning with January 1, 2009 that franchise fees (other than those assessed on the value of transported gas) were not included in the calculation of the City's franchise fee payment.

Franchise Fees on Value of Gas Transported

Y or N — The City intends that the amount billed to and collected from transportation customers for franchise fees assessed on the value of gas transported on behalf of the customer be added to the revenue amount that Atmos uses to calculate the City's franchise fee payment.

Y or N — The City elects to receive an additional payment for the period of time beginning with January 1, 2009 that franchise fees on the value of transported gas were not included in the calculation of the City's franchise fee payment.

It is understood that by indicating agreement to any or all of the above statements, the City explicitly agrees that any additional franchise fee amounts paid to the City by Atmos are recoverable by Atmos from Company's customers within the City. It is also understood that by indicating disagreement with or choosing not to select any or all of the above statements, the City is explicitly releasing Atmos from any future claims with respect to those items.

The City understands that this election letter must be returned to David Park at the address above and postmarked on or before March 31, 2011 after which the City shall be deemed to have rejected the options contained herein.

Sincerely,

_____	_____
Signature	Date
_____	
Printed Name	
_____	_____
Title	City

City Council Regular **Item #: I. 5.**

Date: 02/15/2011

Contact: Bob McKinnon, Division Head of Public Works

Information

SUBJECT

Consideration and action on authorizing the City Manager to execute a contract with N.G. Painting, Kerrville, Texas for rehabilitation of the 200,000 gallon Long Mountain water storage tank located on Mickan Mountain. ***Robert M. McKinnon, Division Head of Public Works***

BACKGROUND/HISTORY

Two water storage tanks are currently located on Mickan Mountain, both were built in the 1970's. One is a 200,000 gallon steel tank known as the Long Mountain tank which serves the area east and south of Mickan Mountain.

All cities with water systems are required by the Texas Commission On Environmental Quality (TCEQ), to have a water storage inspection program. Steel tanks usually require some type of repairs and/or repainting approximately every 10 years. The latest rehabilitation completed on the Long Mountain Tank was ten years ago (Jan 2001).

FINDINGS/CURRENT ACTIVITY

The tank was inspected March 5, 2008 and during that inspection numerous areas were noted to have evidence of corrosion and be in need of repairs and removal of rust. Both the inside and outside of the tank require repainting.

The City hired Dunham Engineering to prepare plans and specifications for rehabilitation of the 200,000 gallon Long Mountain tank. The engineer's estimate of probable cost was $125,000. Fourteen bids were received and were opened January 5, 2011 with N.G. Painting, Kerrville, Texas submitting the lowest qualified base bid of $102,500 and an additive bid of $3,000 for a total bid of $105,500. A copy of the bid tabulation and the engineer's recommendation is attached.

ACTION OPTIONS/RECOMMENDATION

City staff recommends the City Manager be authorized to execute a contract with N.G. Painting, Kerrville, Texas for rehabilitation of the 200,000 gallon Long Mountain water storage tank located on Mickan Mountain.

Fiscal Impact

Funds available Y/N?: y

FINANCIAL IMPACT:

The recommended bid is below the budgeted amount. Thus, City staff prepared and presented a budget amendment to provide funding for the total bid amount through the 2009 Limited Tax Notes and May 2010 Limited Tax Notes – Water and Sewer. If the budget amendment included on the 2/15/11 agenda is approved, no negative financial impact will result from approval of the attached bid.

Attachments

Link: Duhnam Eng. Agreement

DUNHAM ENGINEERING
Specializing in Water Tanks & Corrosion Control

DUNHAM ENGINEERING, INC.

www.DunhamEngineering .com Texas Registration Number: F- 002253

13141 Hill Rd. • College Station, TX 77845 • Phone: (979) 690-6555 • Fax: (979) 690-7034

January 5, 2011

City of Copperas Cove
PO Box 1449
507 S. Main St.
Copperas Cove, Texas 76522

Attn: Bob McKinnon, Director of Public Works

Ref.: Long Mountain Water Storage Tank Rehabilitation Project

The purpose of this letter is to recommend a contractor for the ref. construction project. The low bidder per the Bid Tabulation Sheet provided is N.G. Painting of Kerrville, Texas.

N. G. Painting is a specialty contractor that rehabilitates water storage tanks. They have completed several similar projects under the direction of our firm. The most recent project was completed in Missouri City, Texas in 2010. A similar project was also completed in Nueces County on Mustang Island in 2009.

We recommend award of the project to the low bidder, N. G. Painting of Kerrville, Texas. Please call if we can provide additional information.

Sincerely,

Jimmy D. Dunham, P. E.

DUNHAM ENGINEERING
Specializing in Water Tanks & Corrosion Control

DUNHAM ENGINEERING, INC.

www.DunhamEngineering .com Texas Registration Number: F- 002253

13141 Hill Rd. • College Station, TX 77845 • Phone: (979) 690-6555 • Fax: (979) 690-7034

Bid Tabulation Sheet
Long Mountain Water Rehabilitation Project - Copperas Cove, Texas – Bid #2011-05-82
Bids to be opened 2:00 PM, January 5, 2011 @ City Office

Contractor	Base Bid	Additive 1	Additive 2
A&M Construction	$136,552	$2,500	$No Bid
C & Z Enterprises	$159,000	$6,200	$No Bid
Caldwell Tanks	$121,250	$3,000	$No Bid
Classic Protective Coatings	$190,000	$8,500	$No Bid
L.C. United Painting	$111,000	$2,000	$No Bid
M.C. Sandblasting	$122,350	$7,700	$+5,000
M.K. Painting	$113,000	$3,000	$No Bid
Mike Larsen Co.	$149,945	$5,890	$-6,890
N.G. Painting	$102,500	$3,000	$No Bid
Tank Pro	$151,823	$3,000	$No Bid
TMI Coatings	$220,700	$2,000	$No Bid
Tri Borthers	$115,000	$5,000	$No Bid
Utility Service Co.	$153,900	$7,000	$No Bid
Whitehead Brothers	$128,250	$1,500	$No Bid
	$	$	$

City Council Regular **Item #: I. 6.**

Date: 02/15/2011

Contact: Andrea Gardner, City Manager

Information

SUBJECT

Consideration and action on an ordinance amending Chapter 3 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. On February 1, 2011, the City Manager finalized the recommended changes for Council consideration with the City Attorney.

ACTION OPTIONS/RECOMMENDATION

City staff recommends the Council approve an ordinance amending Chapter 3 of the Code of Ordinances.

Fiscal Impact

Funds available Y/N?: Y

FINANCIAL IMPACT:

None.

Attachments

Link: Ord. No. 2011-12 Chap. 3

Link: Ord. No. 2011-02

ORDINANCE NO. 2011-12

AN ORDINANCE OF THE CITY OF COPPERAS COVE, TEXAS, AMENDING CHAPTER 3 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 that adopting animal regulations in order to ensure the public safety, promote pet adoptions and responsible pet care that is in the best interest of the City; and

WHEREAS, the City Council established an "Ad Hoc" committee in 2010 to make recommendations for revising Chapter 3 of the Copperas Cove Code of Ordinances; 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

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 3-1 of the City's Code of Ordinances is hereby amended as follows:

Add:

Adequate shelter shall provide protection from the weather, shall be appropriately sized, shall have a roof, three enclosed sides at a minimum, a doorway and be structurally sound and in good repair.

Change the definition label:

From *Animal control supervisor* to Animal control designee

Add the definition of *Foster volunteer*:

means an approved volunteer agreeing to provide care for animals that are too young to be spayed or neutered and adopted into permanent homes, animals that are nursing a litter or animals that are being treated due to injuries or illness.

Add the definition of *Non-profit rescue*:

shall mean a registered 501c3 non-profit agency that has animals for rescue, rehabilitation or adoption in their temporary custody.

Add the definition of *Releasing agency*:

shall mean the agency responsible for ensuring compliance with the State of Texas Health & Safety Code regulations regarding the adoption, transfer or release of animals.

Change the definition of *Secure enclosure* as follows:

means a fenced pen, kennel, or structure that is locked and is capable of preventing the entry of the general public, including children; is capable of preventing the escape or release of an animal; is clearly marked as containing a quarantined or dangerous animal; and is in conformance with any additional requirements for enclosures as established and provided in writing to the owner by the animal control department.

Change the definition of Wild animal (5) Animal not listed as follows:

The animal control designee may declare any species of animal not listed in this subsection as prohibited if the confinement of the animal within the city can be shown to constitute a threat to public health and safety; and does not mean any bird kept in a cage or aviary that is not regulated by international, federal, or state law, or a gerbil, hamster, guinea pig, or laboratory mouse or rat.

That Section 3-6 be named as Animal Control Department and revised as follows:

(a) The City Manager shall designate an individual to be responsible for the daily operations of the animal control department.

That renumbered Section 3-9 be named as Public nuisance animals prohibited and revised as follows:

> It shall be unlawful for any person to own, keep, or harbor any animal that is a public nuisance.

That the previously number Section 3-9 Noisy animals prohibited be deleted.

That Section 3-10 label be amended to Outdoor shelter for dogs and revised as follows:

> It shall be unlawful for the person caring for a dog(s) to fail to provide the animal, which is kept primarily outdoors, with proper and adequate shelter.

That Section 3-11 be repealed.

That Section 3-12 be renumbered as Section 3-11 and revised as follows:

> (1) It shall be unlawful for any person to tie or stake out any animal on or across any street or other public way or so near thereto that such animal can gain access to such street or other public way. The animal control officer may impound such animals.
> (2) A tied animal may only be left outside of a residence unattended if the animal is on a cable or line tether (no chains allowed) which must be at least 10 feet long, swivels at both ends, and is attached to a properly fitted leather, nylon collar or harness. The animal also must have adequate shelter and no-spill water and food bowl within reach.

That Section 3-13 be renumbered to Section 3-12.

That Section 3-14 be repealed.

That Section 3-15 be renumbered to Section 3-13.

That Section 3-16 be renumbered to Section 3-14 and Subsection (c) be revised as follows:

> (c) Any person, business or entity selling animals within the city limits shall be subject to inspections by an animal control officer without prior notification.

That Section 3-17 be renumbered to Section 3-15 and revised as follows:

It shall be unlawful for a person to cause, instigate or encourage any animal, other than a dog, to fight another animal of its own species or with another animal of a different species or person. It is unlawful for any person to train or keep any animal, other than a dog, for the purpose of fighting. It is unlawful for any person to maintain a place where any animal, other than a dog, is permitted to fight for exhibition or for wager or for sport. This section shall not apply to nor be interpreted to restrict rodeos, 4H clubs or FFA Club activities and operations. Texas Penal Code Section 42.10 regulates the fighting of animals other than dogs.

That Section 3-18 be renumbered to Section 3-16 and revised as follows:

It is unlawful to raise or kill a domestic pet for the skin, fur, or food.

That Section 3-19 be renumbered to Section 3-17.

That Section 3-20 be renumbered to Section 3-18 and delete the following language:

A person transporting an animal shall provide the animal with adequate food, water, air and space.

That Section 3-21 be renumbered to Section 3-19, change Subsection (c) and add Subsection (d) as follows:

(c) Animals are allowed in city parks if the animal is under the complete control of the owner or caretaker by means of a leash. Animals are not allowed in any playing fields, bleachers, or spectator areas.

(d) All performing animal exhibitors, circuses, petting zoos, pony rides, or other animal exhibitors are required to have a state permit to operate within the city. A copy of the license or permit will be provided at the city official's request. All of these entities may be inspected by an animal control officer to ensure that the animals are being provided with adequate shelter, food, water, medical and humane care and treatment.

That Section 3-22 be renumbered to Section 3-20.

That Section 3-23 be renumbered to Section 3-21 and Subsection (a) be revised as follows:

(a) All pens, enclosures, or fenced yards of all animals or fowl within the city shall be maintained and kept in such condition as not to become unsanitary, offensive, or disagreeable to persons residing in the vicinity thereof. The pens, enclosures, or fenced yards shall be maintained in a manner to prevent the breeding of flies in any manner which may cause injury to the health or comfort to the public, or to any person working or residing in the vicinity of such pen, enclosure, or fenced yard. All pens and enclosures shall be cleaned once per week times the number of animals kept in that area and the manure or refuse from such pens or enclosures shall be promptly removed from the vicinity after each cleaning.

That Section 3-24 be renumbered to Section 3-22 and revised as follows:

Section 42.092 of the State Penal Code of Texas regulates cruelty to animals.

That Section 3-25 be renumbered to Section 3-23.

That Section 3-26 be renumbered to Section 3-24 and revised as follows:

The City may revoke any permit or license of any person regulated by this chapter if the person holding the permit or license refuses or fails to comply with this chapter or any law governing the protection and keeping of animals.

That Section 3-27 be renumbered to Section 3-25 and delete Subsection (g).

That Article 3 be repealed and reserved.

That Section 3-33 be renumbered to Section 3-26 and add the following to Subsection (d):

(d)(3) Ear tipping shall be allowed instead of license tag for cats in managed feral cat colonies.

That Section 3-34 be renumbered to Section 3-27.

That Section 3-35 be renumbered to Section 3-28.

That Section 3-36 be renumbered to Section 3-29.

That Section 3-37 be renumbered to Section 3-30.

That Section 3-38 be renumbered to Section 3-31.

That Section 3-39 be renumbered to Section 3-32 and revised as follows:

(a) *Number restricted*. It shall be unlawful for any person, firm, or corporation to keep, cause to be kept, or harbor more than four (4) dogs and/or cats over the age of four (4) months within the city limits.

(b) *Exceptions*. The following are exceptions to the limit of four (4) dogs and/or cats over the age of four (4) months:

(1) On property zoned for kennel purposes;

(2) Other similar zones as may be provided by ordinance, which zone designation specifically authorizes a greater number of pets;

(3) Veterinary clinics and authorized rescues;

(4) Foster volunteers may temporarily foster up to (4) additional dogs or cats;

(5) Agriculturally exempt property.

(c) Prior approval mandatory. A foster volunteer desiring to foster shall obtain the animal control officer's written approval.

(d) Procedure to obtain approval. To obtain the animal control officer's written approval to foster, the foster volunteer must first request this exception from the animal control officer. After a request is received, the animal control officer shall inspect the premises and facilities where said dogs and/or cats are to be kept or harbored. After inspection of the premises and facilities, the animal control officer then may grant written approval. The animal control officer shall have the authority to place any terms and conditions upon the foster volunteer.

(e) Approval limited and not transferable. The animal control officer's written approval for a foster volunteer shall be limited to the premises and facilities inspected. Further, the animal control officer's approval shall also be limited only to the foster volunteer obtaining the approval. The animal control officer's written approval shall not be transferable to any other premises and facilities not inspected nor to any other person, firm, or corporation.

That Section 3-40 be renumbered to 3-33 and revised as follows:

Every female dog or cat in heat shall be confined in a building or secure enclosure in such a manner that such female dog or cat cannot come into contact with another animal except for planned breeding unless under direct supervision of the owner.

That Section 3-41 be renumbered to 3-34.

That Section 3-34 – 3-37 be reserved.

That Section 3-46 be renumbered to 3-38 and add Subsections (e) and (f) as follows:

(e) An owner reclaiming an impounded domestic pet for the second time within one year of the first violation is required to pay for such animal to be micro-chipped by the animal control department prior to release.

(f) An owner reclaiming an impounded domestic pet for the third time within one year of the first violation has thirty (30) days to provide the animal control department with proof that the animal has been sterilized.

That Section 3-47 be renumbered to 3-39 and revised as follows:

Any domestic animal that is found to be at-large within the city limits shall be impounded by an animal control officer, police officer, or private individual [except as provided in section 3-41 of this chapter] and said impounded animal shall be taken and delivered to the animal shelter. A peace officer or animal control officer upon reasonable belief may enter an enclosure from which an animal has previously escaped and returned to protect the public from harm if the likelihood still exists that the animal will once again escape.

That Section 3-48 be renumbered to 3-40.

That Section 3-49 be renumbered to 3-41 and revised as follows:

Any person, other than a law enforcement officer or an animal control officer, who impounds any animal under the provisions of this chapter shall immediately give notice to the animal shelter of said impoundment. If the individual wishes to keep the animal at their residence instead of turning it in to the animal control department, the animal must be brought to the animal shelter first to be scanned for micro-chip, checked for tattoos, or any other identifying information and the individual must complete a lost/found report with appropriate information. The citizen shall hold the animal for three (3) business days and if not contacted by the owner or animal control department, the animal then becomes the property of the finder. Any Copperas Cove resident who delivers an

animal to the animal shelter within three (3) business days (under provisions of this chapter) may not be charged any fee. The animal control department shall hold and dispose of such animal as though said animal had been impounded by animal control officer.

That Section 3-50 be renumbered to 3-42 and revise Subsections (a) and (c) as follows:

(a) An owner of any impounded domestic animal, whether licensed or not, shall retrieve his pet within three (3) business days after the animal's impoundment, exclusive of Saturdays, Sunday and all city holidays. If after reasonable effort to locate the owner of the impounded animal and the owner failed to redeem his pet within this three-day time period, the animal shall be considered abandoned and becomes the property of the City.

(c) If an owner of any unlicensed domestic pet that is impounded redeems the animal within the time period allowed, the owner shall provide proof of ownership, license the animal, pay the license, impounding and care fees at the time the pet is recovered, have said pet vaccinated against rabies as required by this chapter, and shall provide proof of said rabies vaccination as required by this chapter.

That Section 3-51 be renumbered to 3-43.

That Section 3-52 be renumbered to 3-44.

The Sections 3-45, 3-46 be reserved.

That Division 2, Sections 3-55, 3-56, 3-57 and 3-58 be deleted.

That Section 3-59, 3-60, 3-61, 3-62, 3-63 be renumbered to 3-47, 3-48, 3-49, 3-50 and 3-51, respectively.

That Section 3-64 be renumbered to Section 3-52 and revise Subsection (b)(3) and (e) as follows:

(b) Quarantine of a dog, cat, or other quadruped animal shall be accomplished by one of the following methods:

(3)At any other location upon the approval of the animal control department.

(e) In lieu of animal quarantine at the animal shelter or other quarters, the animal control department may authorize the animal to be quarantined on the owner's premises if the following two (2) requirements are satisfied:

That Section 3-65 be renumbered to Section 3-53.

That Section 3-66 be renumbered to Section 3-54.

That Section 3-67 be renumbered to Section 3-55 and reserved.

That Section 3-68 be renumbered to Section 3-56.

That Section 3-68.1 be renumbered to Section 3-56.1.

That Section 3-69.2 be renumbered to Section 3-57.2.

That Section 3-69.3 be renumbered to Section 3-57.3.

That Section 3-69 be renumbered to Section 3-58.

That Section 3-70 be renumbered to Section 3-59.

That Section 3-71 be renumbered to Section 3-60.

That Section 3-72 be renumbered to Section 3-61.

That Section 3-73 be renumbered to Section 3-62.

That Section 3-74 be renumbered to Section 3-63.

That Section 3-75 be renumbered to Section 3-64.

That Section 3-76 be reserved.

That Article IX be deleted.

That Section 3-83 be renumbered to Section 3-65.

That Section 3-84 be renumbered to Section 3-66.

That Section 3-85 be renumbered to Section 3-67.

That Section 3-86 be renumbered to Section 3-68.

That Section 3-87 be renumbered to Section 3-69.

That Section 3-70 and 3-71 be reserved.

That Section 3-90 be renumbered to Section 3-72.

That Section 3-91 be renumbered to Section 3-73 and revise Subsection (a) as follows:

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

That Section 3-91.1 be renumbered to Section 3-73.1 and revise Subsection (b) as follows:

(b) The city manager’s designee may order a dog, cat, or other animal destroyed only in the three (3) following circumstances:

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

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

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

That Section 3-92 be renumbered to Section 3-74.

That Section 3-93 be renumbered to Section 3-75.

That Section 3-76 and 3-77 be reserved.

That Section 3-96 be renumbered to Section 3-78.

That Section 3-97 be renumbered to Section 3-79.

That Section 3-98 be renumbered to Section 3-80 and revised as follows:

The animal shelter advisory committee shall consist of the deputy chief of police, animal control department representative as designated by the city manager and five (5) members appointed by the city council as follows:

One (1) licensed veterinarian;
One (1) representative from an animal welfare organization; and
Three (3) individuals who reside within the city limits.

That Section 3-99 be renumbered to Section 3-81 and revised as follows:

The terms of office of each appointed committee member shall be two (2) years. The city council shall fill any and all vacancies on the committee excluding the member of city staff.

That Section 3-100 be renumbered to Section 3-82 and revised as follows:

The city council shall appoint annually a member to serve as the chairperson. The committee shall elect a member to serve as the secretary and the secretary shall keep a record of all proceedings of the committee and provide copies of the committee approved minutes to the city secretary. In addition, the committee shall have a vice-chairperson who is to be elected by the committee's members and shall serve a one (1) year term.

That Section 3-101 be renumbered to Section 3-83 and revised as follows:

The animal shelter advisory committee shall meet as required by state law. A simple majority of the committee shall constitute a quorum. A vote of the simple majority of the quorum shall be required for any action taken by the committee.

That Section 3-102 be renumbered to Section 3-84 and revised as follows:

Any appointed committee member may be removed by the mayor with the consent of the city council.

That Section 3-103 be renumbered to Section 3-85 and revised as follows:

The committee shall have the following duties:

To assist the animal control unit of the city in complying with requirements of V.T.C.A., Health and Safety Code, ch. 823 and other applicable state and local laws, by submitting recommendations to the city council.

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 15th day of February 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

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 euthanasia 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

City Council Regular **Item #: I. 7.**

Date: 02/15/2011

Contact: Kelli Sames, Division Head of Human Resources, Human Resources

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Information

SUBJECT

Consideration and action on an ordinance updating Personnel Policy No. 410, Employee Conduct and Work Rules/Disciplinary Action. ***Kelli Sames, Human Resources Division Head***

BACKGROUND/HISTORY

The City of Copperas Cove currently has in effect an Employee Personnel Policies and Procedures Manual that was adopted by City Council August 15, 2006 with an effective date of September 1, 2006. Many revisions to the personnel policies and procedures have taken place since the original adoption.

FINDINGS/CURRENT ACTIVITY

Included in the manual is Personnel Policy No. 410, Employee Conduct and Work Rules and Disciplinary Action. The policy establishes the expectations for professional behavior for all City employees.

The policy also outlines various levels of progressive discipline that may be utilized (i.e. oral warning, written reprimand, discharge, etc). The policy does not however, include language regarding the submission of completed documentation to the Human Resources Department.

The following language has been added to the policy –

All written disciplinary actions, including documented oral counseling/warnings, must be forwarded to Human Resources in a timely manner.

ACTION OPTIONS/RECOMMENDATION

City staff recommends approval of an ordinance updating Personnel Policy No. 410, Employee Conduct and Work Rules/Disciplinary Action.

Attachments

Link: Ordinance, Personnel Policy 410

ORDINANCE NO. 2011-10

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, APPROVING THE ATTACHED PERSONNEL POLICIES AND PROCEDURES OF THE CITY OF COPPERAS COVE BY REPEALING THE CURRENT PERSONNEL POLICY, NO. 410, (EMPLOYEE CONDUCT AND WORK RULES/DISCIPLINARY ACTION), AND REPLACING THE EXISTING POLICY WITH A REVISED PERSONNEL POLICY, NO. 410, (EMPLOYEE CONDUCT AND WORK RULES/DISCIPLINARY ACTION) AND RATIFYING THE REMAINING SECTIONS OF THE PERSONNEL POLICIES AND PROCEDURES MANUAL; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, The City of Copperas Cove has not updated this ordinance since August 15, 2006.

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

Section 1.

That the Personnel Policies and Procedures Manual dated September 1, 2006, hereinafter set forth and included with this Ordinance as Exhibit "A" is hereby amended by repealing the current Personnel Policy, No. 410, (Employee Conduct and Work Rules/Disciplinary Action) and replacing the existing policy with a revised Personnel Policy, No. 410, (Employee Conduct and Work Rules/Disciplinary Action) correctly shown by the attached Exhibit “A”;

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

That this ordinance shall be effective February 15, 2011.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF COPPERAS COVE. TEXAS, this 15th day of February 2011, such meeting held in compliance with the Open Meeting Act (Texas Government Code, Chapter 551.001 et.seq.), at which a quorum was present and voting.

_____
John Hull, Mayor

ATTEST:

_____
Jane Lees, City Secretary

APPROVED AS TO FORM:

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

EMPLOYEE CONDUCT AND WORK RULES/DISCIPLINARY ACTION
Policy #410

February 2011

The City of Copperas Cove expects all employees to act professionally on the job, and to refrain from behavior, on and off the job, that could adversely impact the City's reputation or mission. Furthermore, to ensure orderly and productive operations and provide the best possible work environment, the City requires employees to follow rules of conduct that will protect the interests of the City and the safety of employees and citizens.

Criminal History.
Employees must immediately report to their Department Director any misdemeanor or felony arrest, charge, indictment, conviction, deferred adjudication or a plea of nolo contendere, whether related to on-duty or off-duty conduct. However, employees who do not drive as part of their job duties with the City are not required to report minor traffic violations. During the pending of any charges, the Department Director, Human Resources Director, and the City Manager will determine whether the employee will remain in their current position, be placed on administrative leave, transferred, demoted or released. An employee who fails to timely report any events described herein may be disciplined up to and including termination.

Progressive Discipline. In certain instances, the City will use a progressive disciplinary system. The City is not obligated to use all of the progressive disciplinary steps available to it, and may begin the disciplinary process at any level, up to and including immediate discharge, depending upon the severity of the conduct, the employee's work performance and prior disciplinary history, the employee's length of service, and any other mitigating circumstances. Depending on the circumstances of each individual case, disciplinary action may consist of one or more of the following:

- oral warning
- written reprimand
- suspension (with or without pay)
- possible reduction in rate of pay
- demotion
- discharge

All written disciplinary actions, including documented oral counseling/warnings, must be forwarded to Human Resources in a timely manner.

Review by Human Resources Department. Any proposed disciplinary action in excess of an oral warning must be reviewed by Human Resources prior to being given to the employee.

Prohibited Activities. Disciplinary action will be imposed for violations of City or Departmental policies and procedures, codes of conduct, rules and regulations, either

EMPLOYEE CONDUCT AND WORK RULES/DISCIPLINARY ACTION
Policy #410

February 2011

written or verbal. In addition, acts which are not specifically addressed in policies and procedures, codes of conduct, and rules and regulations, yet may adversely affect the City or put the health, safety, or well-being of fellow employees, citizens, or others at risk, will also likely result in disciplinary action. It is impossible to list all the forms of behavior that are considered unacceptable in the workplace. The following are some examples, not an exhaustive list, of conduct that will likely result in disciplinary action, up to and including termination of employment:

Theft or inappropriate removal or use of property not your own.

Falsification of timekeeping or other records, including employment application.

Working under the influence of alcohol or illegal drugs.

Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating City-owned equipment.

Sexual or other unlawful harassment.

Interfering with work schedules or another employee's ability to work.

Misuse of City telephones, computers, mail systems, etc.

Excessive absenteeism, tardiness or absence without notice.

Breaks in excess of the allotted time allowed.

Violation of smoking ordinance.

Violation of safety or health rules and failure to immediately report an on-the-job injury.

Profanity or abusive language.

Unauthorized disclosure of confidential information.

Violation of City or Departmental policies, codes of conduct, rules and procedures.

Failure to be considerate of co-workers.

Coercion, intimidation, or threats against citizens, supervisors, coworkers, or City officials.

EMPLOYEE CONDUCT AND WORK RULES/DISCIPLINARY ACTION
Policy #410

February 2011

Making or publishing false, vicious, or malicious statements about the City, a coworker, or a supervisor.

Unsatisfactory performance or conduct.

Fighting, provoking or instigating a fight, or threatening violence in the workplace.

Disruptive activity in the workplace.

Conduct, which results in waste or damage of co-workers', City or citizen-owned property.

Insubordination or other disrespectful conduct.

Possession of weapons on City time, City premises, or while on City business (except for licensed peace officers).

Violation of local, state or federal law.

Behavior which causes discredit to the employee and/or brings the City into disrepute.

Failure to timely return to work upon conclusion of authorized leave or disciplinary suspension.

Outside employment that conflicts with, or potentially conflicts with, City interests.

Failure or refusal to follow lawful orders.

Sleeping on the job (except for Fire Department Personnel who are governed by applicable Fire Department Rules and Regulations).

Dishonesty, including misrepresentation during the hiring process.

Destruction or unauthorized use of City property or equipment or failure to report damage to City property or equipment.

Refusing to follow the specific instructions of a supervisor, providing the instructions are legal, safe, and not in conflict with city policy.

EMPLOYEE CONDUCT AND WORK RULES/DISCIPLINARY ACTION
Policy #410

February 2011

Physical violence, threats, abusive or vulgar language, intimidation, harassment or coercion directed toward any employee or citizen.

Failure to cooperate in, or obstruction of, a city investigation.

Unauthorized overtime.

Felonies and Misdemeanors. An employee charged or indicted for a felony or misdemeanor, or accused by information of official misconduct or other serious criminal violation, may be placed on administrative leave (with or without pay) until the charge, indictment or information is dismissed or fully adjudicated without trial, and if tried, until the trial and appeal (if any) are completed and all related administrative matters are concluded. In most instances, however, the City will conduct its own investigation and take appropriate action before the matter is fully adjudicated. The Department Director, the Director of Human Resources and the City Manager will make such a determination. An employee on administrative leave may be reinstated to the position held before being placed on administrative leave (if available) without loss of benefits if the indictment or information is dismissed, the employee is acquitted, or the conviction is reversed on appeal.

Disciplinary Conference. A disciplinary conference will normally be scheduled prior to the imposition of a disciplinary suspension, demotion or termination. The Department Director, the affected employee, the Human Resources Director (or designee) and anyone else deemed necessary by the Department Director typically attend the disciplinary conference. During the conference, the affected employee will be given an opportunity to present an explanation of the conduct leading up to the proposed disciplinary action. Employees will usually be given 2 days advance notice prior to the conference. Employees may, in the City's sole discretion, be placed on administrative leave prior to, during, or after the disciplinary conference. The employee will be notified of the City's determination following the conference.

Administrative Leave. During an investigation into alleged offenses or violations of City policies, the City may, in its sole discretion, place the employee on administrative leave. The leave may be with or without pay.

Human Resource Forms applicable to this policy: #116

EMPLOYEE CONDUCT AND WORK RULES/DISCIPLINARY ACTION
Policy #410

February 2011

Form # 116 for Personnel Policy Employee Conduct and Work Rules/Disciplinary Action (Policy #410)

CITY OF COPPERAS COVE CORRECTIVE ACTION NOTICE

Employee Name: _____ Department: _____
Date Presented: _____ Supervisor: _____

Disciplinary Level

___Verbal Correction ___Written Warning
___Final Written Warning ___Disciplinary Suspension
___Discharge ___Other (_____)

Incident: (Attach additional sheets if needed.)

_____

_____

_____

Prior notifications: (Attach additional sheets if needed.)

_____

_____

_____

Statement of City/Department policy: (Attach additional sheets if needed.)

_____

_____

_____

Summary of corrective action to be taken: (Attach additional sheets if needed.)

_____

_____

_____

Performance Improvement Plan

Measurable/Tangible Improvement Goals: (Attach additional sheets if needed.)

_____

_____

Exhibit A
Ordinance No. 2011-10

EMPLOYEE CONDUCT AND WORK RULES/DISCIPLINARY ACTION
Policy #410

February 2011

EMPLOYEE CONDUCT AND WORK RULES/DISCIPLINARY ACTION
Policy #410

February 2011

Training or Special Direction to be Provided: (if applicable)

_____

_____

_____

(Attach additional sheets if needed.)

Interim Performance Evaluation Necessary? (Attach additional sheets if needed.)

_____

_____

_____

_____

Consequences: Further occurrences of this type conduct or other instances of misconduct or unacceptable performance will likely result in additional disciplinary action up to and including termination.

Employee Comments and/or Rebuttal (Attach additional sheets if needed.)

_____

_____

_____

Employee Acknowledgment

I understand that the City of Copperas Cove is an "at-will" employer, meaning that my employment has no specified term and that the employment relationship may be terminated any time at the will of either party on notice to the other. I also realize that the City of Copperas Cove is opting to provide me with corrective action measures, and can terminate such corrective measures at any time, solely at its own discretion, and that the use of discipline will not change my at-will employment status. In addition, this document will be placed in my personnel file. I understand that my signature indicates only that this incident has been reviewed with me and does not indicate agreement or disagreement with action taken.

_____	_____	_____	_____
Employee Signature	Date	Supervisor's Signature	Date

Witness: (if employee refuses to sign)

_____	_____
Name	Date

EMPLOYEE CONDUCT AND WORK RULES/DISCIPLINARY ACTION
Policy #410

February 2011

EE given a copy of policy #631, Employee Appeals Process, Employee Initials _____

City Council Regular **Item #: I. 8.**
Date: 02/15/2011

Information

SUBJECT

Consideration and action on a resolution declaring support of Copperas Cove Brookview Village Apartment's application for 2010 Housing Tax Credits. ***Andrea M. Gardner, City Manager***

BACKGROUND/HISTORY

On December 17, 2010, MacDonald Companies submitted a letter to various City representatives to include the Mayor and members of the City Council, requesting a meeting to discuss the companies plans for a proposed new project in Copperas Cove.

FINDINGS/CURRENT ACTIVITY

On December 8, 2010, the Mayor and City Manager met with G. Granger MacDonald from MacDonald Companies regarding the companies plans to submit an application for 2010 Housing Tax Credits by Copperas Cove Brookview Village Apartments, L.P. to the Texas Department of Housing and Community Affairs (TDHCA) to develop affordable Senior Citizens' rental housing. Furthermore, Mr. MacDonald requested a letter of support from the City for Brookview's application submission. As such, the matter is presented to the Council for consideration.

ACTION OPTIONS/RECOMMENDATION

City staff recommends approval of Resolution 2011-08, supporting an application for 2010 Housing Tax Credits by the Copperas Cove Brookview Village Apartments, L.P.

Attachments

Link: Res. No. 2011-08, Letter, Info. on Brookview

RESOLUTION NO. 2011-08

A RESOLUTION OF THE CITY OF COPPERAS COVE, TEXAS, SUPPORTING AN APPLICATION FOR 2010 HOUSING TAX CREDITS BY COPPERAS COVE BROOKVIEW VILLAGE APARTMENTS, L.P. TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (TDHCA) TO DEVELOP AFFORDABLE SENIOR CITIZENS' RENTAL HOUSING.

WHEREAS, Copperas Cove Brookview Village Apartments, L.P. has proposed a development for affordable senior citizens' rental housing at in the 100 Block of U.S Highway 190, named Brookview Village, in the City of Copperas Cove;

WHEREAS, Copperas Cove Brookview Village Apartments, L.P. intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2010 Housing Tax Credits for Brookview Village;

WHEREAS, the City of Copperas Cove finds that a need exists for such affordable rental housing for senior citizens within its boundaries.

NOW, THEREFORE, BE IT RESOLVED that the City of Copperas Cove supports Copperas Cove Brookview Village Apartments, L.P. in their application to TDHCA for Housing Tax Credits for seniors housing;

BE IT FURTHER RESOLVED that the Mayor is authorized to sign a letter to TDHCA conveying such support.

PASSED, APPROVED, AND ADOPTED on this 15th day of February 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

City of Copperas Cove

The City Built for Family Living

February 15, 2011

Texas Department of Housing and Community Affairs
801 Austin Ave. #910
Austin, TX 76701-1941

RE: Copperas Cove Brookview Village Apartments, L.P.

To Whom It May Concern:

Please accept this letter as the City of Copperas Cove's support for the 2010 Housing Tax Credit application prepared and submitted by Copperas Cove Brookview Village Apartments, L.P.

The City of Copperas Cove considers itself to be a good neighbor to Fort Hood to the east. Our family oriented community welcomes all Fort Hood soldiers and seeks to attract those soldiers exiting the military service through retirement. As such, a large number of retirees reside within our community providing the need for affordable senior citizens' rental housing.

In last few months the City has welcomed an assisted living facility that is considered a great addition to our community and provides a level of housing needed for those citizens requiring continual medical treatment or observation; however, the City doesn't currently have enough appropriately sized or priced housing specific to the senior citizen community.

Therefore, we ask the Texas Department of Housing and Community Affairs to favorably consider Copperas Cove Brookview Village Apartments' 2010 application for housing tax credits.

Thank you for your consideration of this request.

Sincerely,

John Hull, Mayor

P. O. Drawer 1449 • 507 South Main Street • Copperas Cove, Texas 76522
Phone: (254) 547-4221 • Fax: (254) 547-4301
www.ci.copperas-cove.tx.us

MACDONALD COMPANIES
MULTI-FAMILY DEVELOPMENT • CONSTRUCTION • MANAGEMENT

December 17, 2010

The Honorable Mayor John Hull
City of Copperas Cove
507 S. Main St.
Copperas Cove, TX 76522

Dear Mayor Hull:

We, or a client of ours, are currently looking to construct a 96 unit apartment community for families, to be located on US Hwy 190, Copperas Cove, Texas, within your city. It is our company's practice to consult local elected officials before building such a community, to be sure that the area's needs would be met with such a project.

To that end, we would like to schedule a meeting with you, at your earliest convenience, to more fully discuss our plans. Please feel free to contact either myself or Justin MacDonald at (830) 257-5323 or tjmacdonald@macdonald-companies.com so that we can set up such a meeting.

Finally, we realize that you most likely do not keep records in your office relating to neighborhood, homeowners' or property owners' associations; however, we are required by the State of Texas to request such information from you if you do have it. Please see the attached official letter for more information on that.

Thank you in advance for your consideration. We look forward to hearing from you and working with you.

Sincerely,

G. Granger MacDonald

2951 Fall Creek Road • Kerrville, Texas 78028 • (830) 257-5323 • Fax (830) 257-3168

MACDONALD COMPANIES
MULTI-FAMILY DEVELOPMENT • CONSTRUCTION • MANAGEMENT

Dec. 17, 2010

Via Certified Mail, Return Receipt

The Honorable Mayor John Hull
City of Copperas Cove
507 S. Main St.
Copperas Cove, Texas 76522

Dear Mayor Hull,

An affiliate of MacDonald Companies is considering a possible submission of an application for the Housing Tax Credits through the Texas Department of Housing and Community Affairs (the "Department"). In accordance with the Department's rules, this letter serves as a request for a list from your records of any neighborhood organizations which are on record with the county or state and whose boundaries include the following area: Approx. 7.14 acres of land located on US Hwy 190, Copperas Cove, Texas. (see attached map)

If there are no such neighborhood organizations on record with your municipality or county, or if your office does not keep these records and you know the appropriate entity to request this list from, please respond by letter, email or fax stating such. Please respond by December 31, 2010.

Please note that this request is to ensure compliance with §§2306.6704(b)(1) and 2306.6705(9)(A) of Texas Government Code, which requires that we notify "any neighborhood organizations on record with the state or county in which the development is to be located and whose boundaries contain the proposed development". This notification must be made prior to submitting an application to the Department. Unfortunately, although this is a statutory requirement that must be met, there is not a specific central agency with the state that keeps a searchable list of these neighborhood organizations and their boundaries.

In general, neighborhood organization lists are kept within local municipalities; therefore, we are required to request a list of these neighborhood organizations from your office no later than December 20, 2010, to be eligible for the Housing Tax Credit Program. Should we decide to submit an application, we are required to use any list you provide to identify all neighborhood organizations on record with the state or county whose boundaries include the proposed development site. We will notify all of those neighborhood organizations prior to submitting an application to the Department.

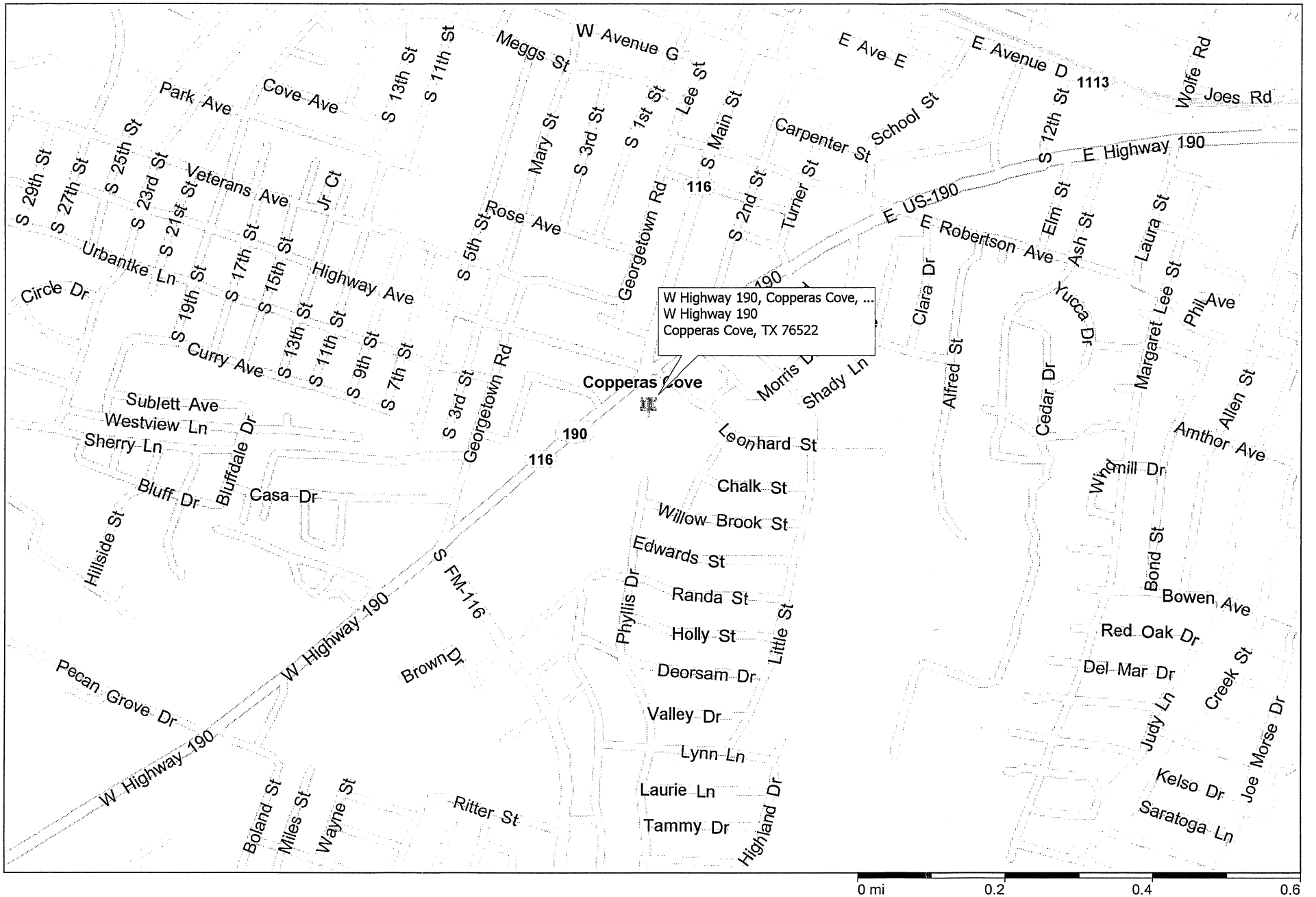
It should also be noted that if we choose to submit an application, we are required to notify you under separate letter prior to submitting the proposed application. That notification will provide details of all relevant information to the proposed application. If you do not receive this notification, it is because we have decided not to submit an application to the Department.

I thank you in advance for any assistance in meeting these statutory requirements.

Sincerely,

G. Granger MacDonald

2951 Fall Creek Road • Kerrville, Texas 78028 • (830) 257-5323 • Fax (830) 257-3168



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Brookview Village Apartments

MACDONALD COMPANIES

MULTI-FAMILY DEVELOPMENT • CONSTRUCTION • MANAGEMENT

2951 Fall Creek Road • Kerrville, Texas 78028 • (830) 257-5323 • FAX (830) 257-3168

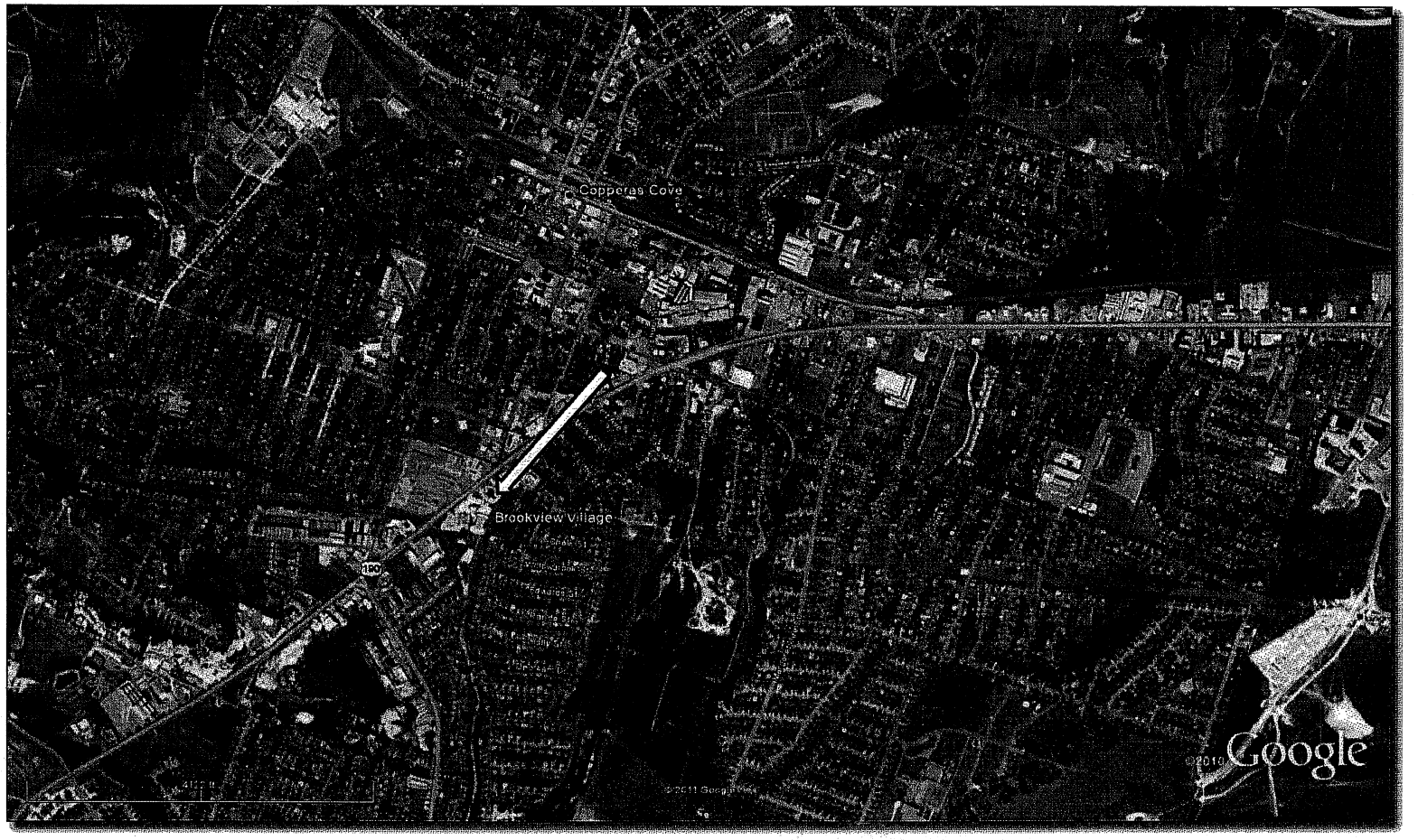
Summary

- 96-unit Apartment Community for Seniors
- Located in 100 Block of Hwy 190, behind First National Bank
- Independent Living, not Assisted Living or Nursing Facility

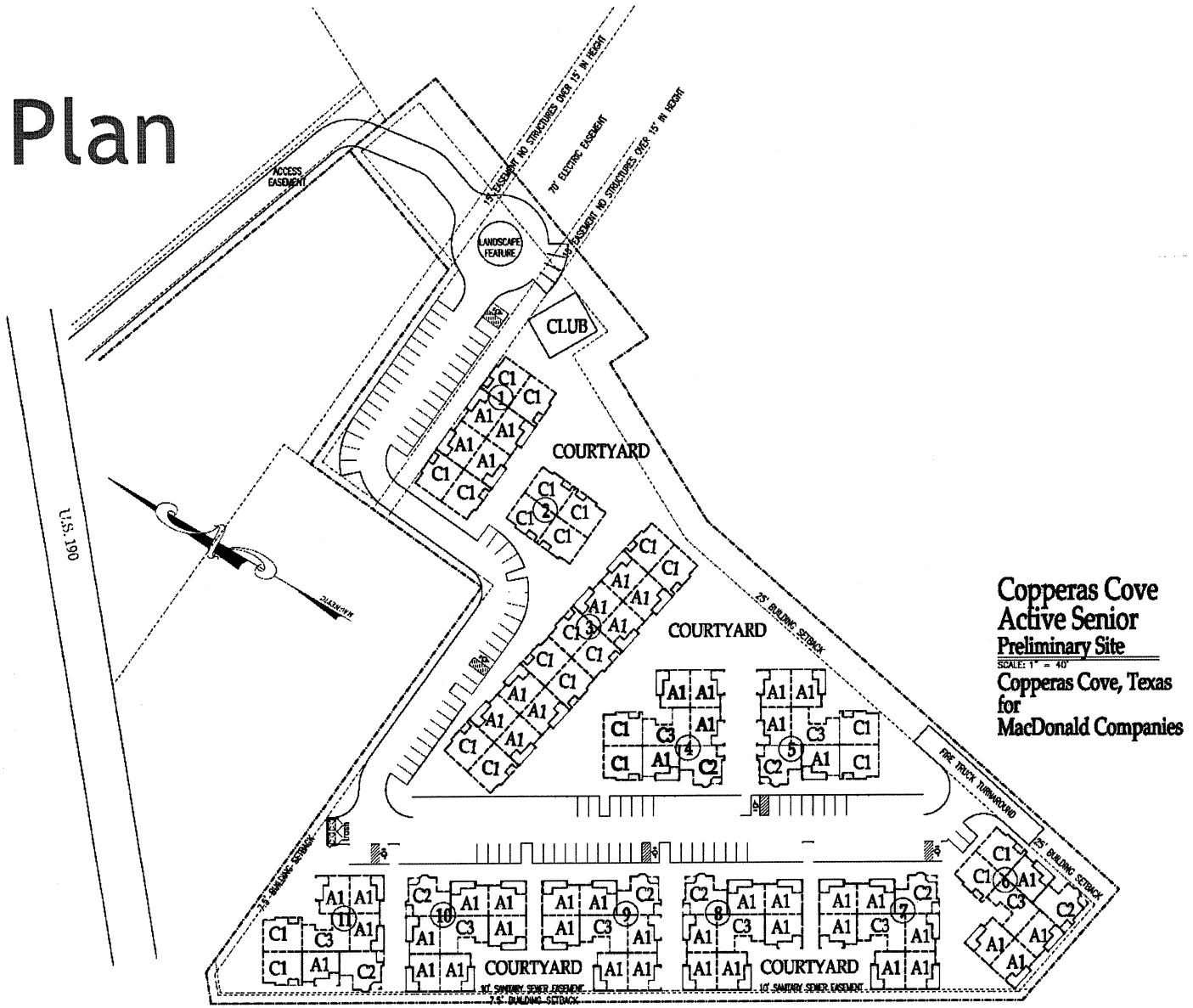
Affordable

- Affordability is maintained through use of federal Housing Tax Credits (HTC)
- HTC's incentivize private investment in affordable housing, rather than having public involvement
- NOT "Section 8" Housing
- Targets retired schoolteachers, police, firefighters, service workers
- Allows seniors on fixed-incomes to enjoy nice, safe housing and still be able to afford food, medicine, transportation, etc.

Location

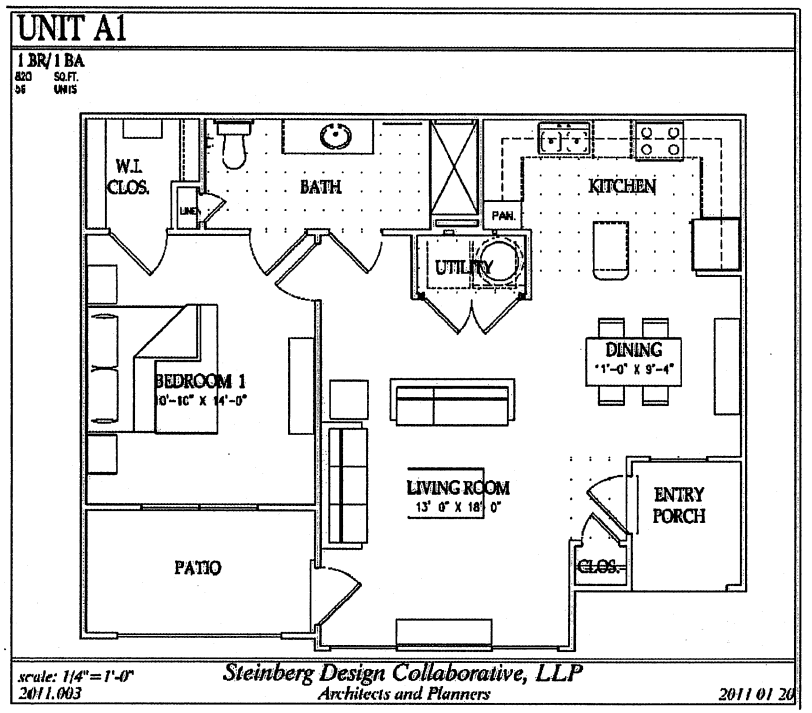


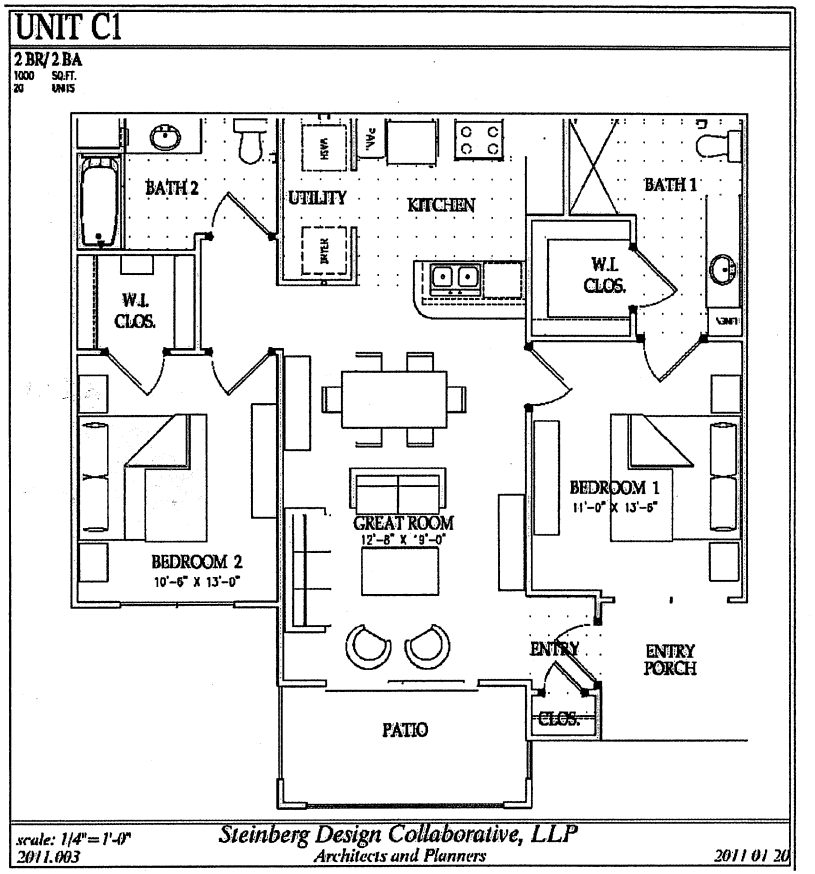
Site Plan



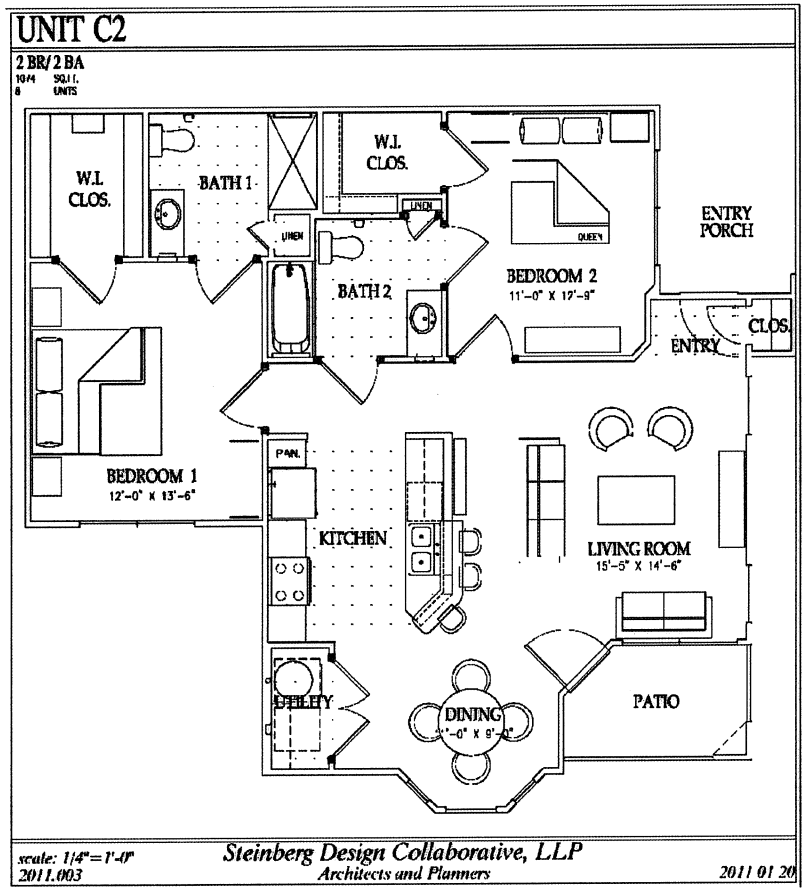
Copperas Cove Active Senior
Preliminary Site
SCALE: 1" = 40'
Copperas Cove, Texas for MacDonald Companies

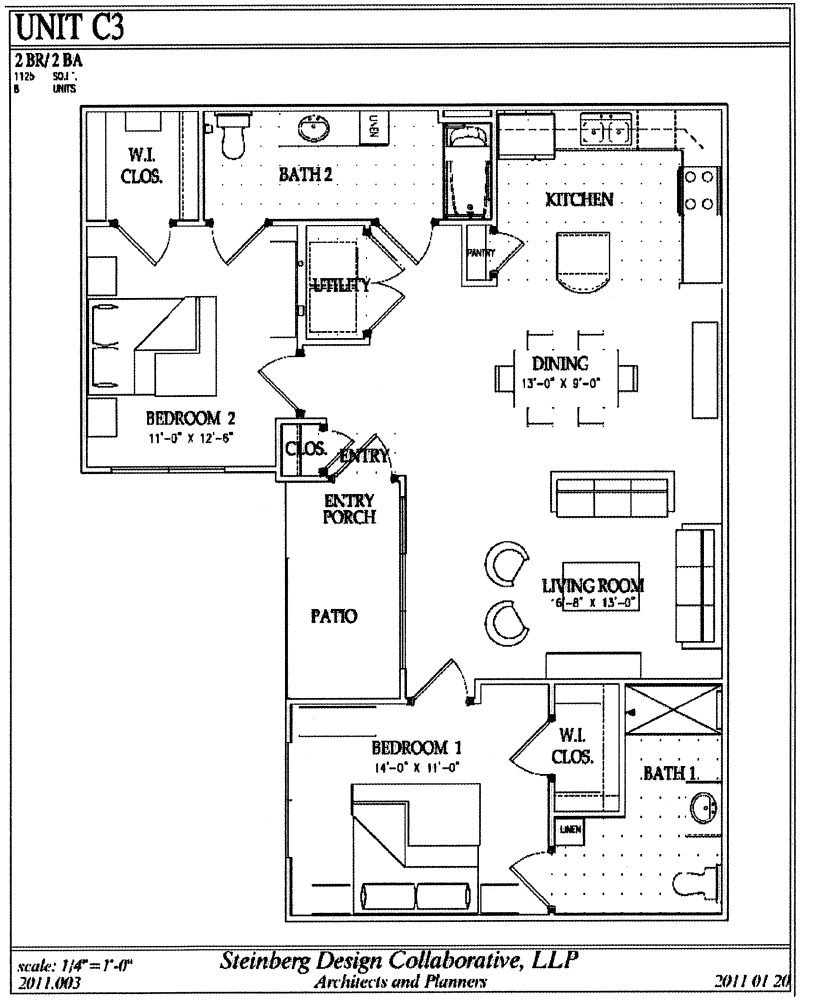
Floor Plans


UNIT A1
1 BR/1 BA
820 SQ.FT.
56 UNITS
W.I. CLOS.
LINEN
BATH
KITCHEN
PAN.
UTILITY
BEDROOM 1
10'-10" X 14'-0"
DINING
11'-0" X 9'-4"
LIVING ROOM
13' 0" X 18' 0"
ENTRY PORCH
CLOS.
PATIO
scale: 1/4"=1'-0"
2011.003
Steinberg Design Collaborative, LLP
Architects and Planners
2011 01 20


UNIT C1
2 BR/2 BA
1000 SQ.FT.
20 UNITS
BATH 2
UTILITY
KITCHEN
BATH 1
W.I. CLOS.
W.I. CLOS.
BEDROOM 2
10'-6" X 13'-0"
GREAT ROOM
12'-8" X 19'-0"
BEDROOM 1
11'-0" X 13'-6"
ENTRY
ENTRY PORCH
CLOS.
PATIO
scale: 1/4"=1'-0"
2011.003
Steinberg Design Collaborative, LLP
Architects and Planners
2011 01 20

Floor Plans


UNIT C2
2 BR/2 BA
W.I. CLOS.
BATH 1
LINEN
W.I. CLOS.
LINEN
QUEEN
BEDROOM 2
11'-0" X 12'-9"
ENTRY PORCH
BATH 2
CLOS.
ENTRY
BEDROOM 1
12'-0" X 13'-6"
PAN.
KITCHEN
LIVING ROOM
15'-5" X 14'-6"
UTILITY
DINING
PATIO
scale: 1/4"=1'-0"
2011.003
Steinberg Design Collaborative, LLP
Architects and Planners
2011 01 20


UNIT C3
2 BR/2 BA
W.I. CLOS.
BATH 2
LINEN
KITCHEN
PANTRY
UTILITY
DINING
13'-0" X 9'-0"
BEDROOM 2
11'-0" X 12'-6"
CLOS.
ENTRY
ENTRY PORCH
PATIO
LIVING ROOM
13'-0" X 13'-0"
BEDROOM 1
14'-0" X 11'-0"
W.I. CLOS.
BATH 1
LINEN
scale: 1/4"=1'-0"
2011.003
Steinberg Design Collaborative, LLP
Architects and Planners
2011 01 20

Community Amenities

- Swimming Pool
- Fitness/Exercise Center
- On-site Coin Laundry
- Resident Services Coordinator
- On-site Management & Maintenance
- Trash Pickup
- Coordinated Social Events
- Periodic Health Screening and Education

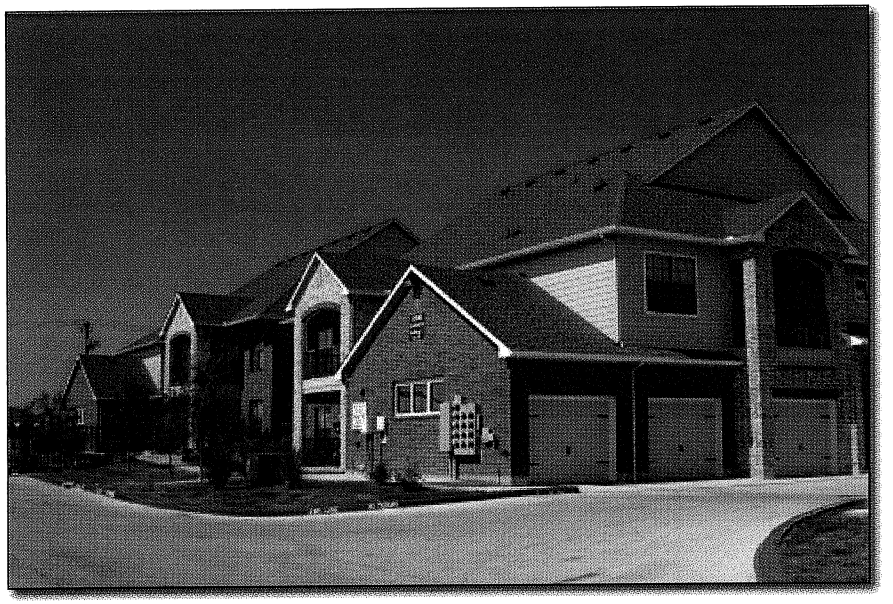
Unit Amenities

- “Green” Water Conservation & Energy Efficiency Features
- Plank Flooring
- Full Kitchen w/ Microwave, Full-size Range & Dishwasher
- Laundry Connections
- All Units Accessible/Adaptable for Persons with Disabilities

About us

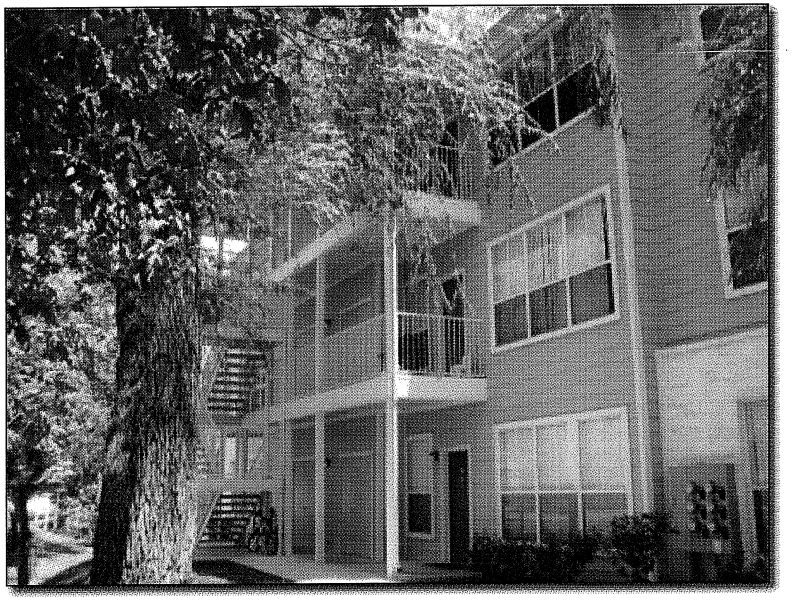
- Based in Kerrville
- Third-generation Family Business
- Owners & Operators, not Speculators
- Own/Operate more than 3,200 Units in Texas, including about 1,000 Units for Seniors

Some of Our Other Communities



Some of Our Other Communities

Some of Our Other Communities



Questions?

Thank you for your consideration!

MACDONALD COMPANIES

MULTI-FAMILY DEVELOPMENT • CONSTRUCTION • MANAGEMENT

2951 Fall Creek Road • Kerrville, Texas 78028 • (830) 257-5323 • FAX (830) 257-3168

City Council Regular **Item #: I. 9.**
Date: 02/15/2011

Information

SUBJECT

Consideration and action on authorizing the Mayor to execute a cost sharing and reimbursement agreement between the City of Copperas Cove, Copperas Cove Economic Development Corporation and the Copperas Cove Industrial Foundation for a development review process improvement project.
Andrea M. Gardner, City Manager

BACKGROUND/HISTORY

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's interest on improving our 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.

With the expressed 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 an agreement for professional services was contingent on plan funding and agreement approval by the City's governing body approval.

FINDINGS/CURRENT ACTIVITY

On January 18, 2010, City Council authorized the City Manager to enter into a contractual agreement with Conbrio Consulting for the Development Review Process Improvement Project.

The implementation plan includes the consultant conducting interviews with pre-selected participants. The interviews with participants were conducted during January 24, 2011 - January 26, 2011 and February 2, 2011 - February 4, 2011.

A two day group session is planned for February 14-15, 2011 and March 2-3, 2011. The first two day group session is designed to establish the City's existing process and the needed improvements to the process. The second two day group session is to agree on a new development process and begin implementation of a plan to change the process.

The CCEDC Board considered and approved the agreement on January 27, 2011 and the CCIF approved the agreement on February 10, 2011.

ACTION OPTIONS/RECOMMENDATION

City staff recommends the City Council authorize the Mayor to execute a cost sharing and reimbursement agreement between the City of Copperas Cove, the Copperas Cove Economic Development Corporation and the Copperas Cove Industrial Foundation for a development review process improvement project.

Fiscal Impact

Funds available Y/N?: Y

FINANCIAL IMPACT:

The estimated consulting fees are $69,000 and the travel/miscellaneous expenses $6,000 for a total of $75,000. CCEDC and CCIF agreed to participate in the process and funding with a 1/3 contribution of the estimated cost to complete the development process, not to exceed a total contribution of $25,000.

The Council approved a budget amendment on February 1, 2011 to relocate funds within the General Fund Operating Budget for funding of the development review improvement process project.

Attachments

Link: Cost Sharing Agreement for Dev Rev Process

COST SHARING AND REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF COPPERAS COVE, THE COPPERAS COVE ECONOMIC DEVELOPMENT CORPORATION AND THE COPPERAS COVE INDUSTRIAL FOUNDATION FOR A DEVELOPMENT REVIEW PROCESS IMPROVEMENT PROJECT

THIS AGREEMENT is entered into by and between the following Parties; the City of Copperas Cove, a Home Rule City located in Copperas Cove, Texas, (the "City") the Copperas Cove Economic Development Corporation, Texas, (the "CCEDC") a political subdivision of the State of Texas and the Copperas Cove Industrial Foundation (the "CCIF") (herein referred to separately as "Party" and collectively as "Parties").

WHEREAS, On January 18, 2011, City Council authorized the City Manager to enter into a contractual agreement with Conbrio Consulting for the Development Review Process Improvement Project (the "Project"); and

WHEREAS, the estimated consulting fees are $69,000 and the miscellaneous expenses out of pocket expense are $6,000 for a total of $75,000; and

WHEREAS, the City of Copperas Cove requests the CCEDC's participation in the process and funding for 1/3 of the estimated cost to complete the development process, not to exceed a total contribution of $25,000 ("Reimbursement Funds"); and

WHEREAS, the City of Copperas Cove requests the CCIF's participation in the process and funding for 1/3 of the estimated cost to complete the development process, not to exceed a total contribution of $25,000 ("Reimbursement Funds").

NOW, THEREFORE, in consideration of the promises and mutual agreements hereinafter set forth, the Parties hereby do mutually agree as follows:

1.0 Parties Obligations

The Parties agree that the City will execute an agreement with Conbrio Consulting ("Conbrio") for the purpose of leading a development review process improvement project for the City of Copperas Cove.

The City agrees to pay all initial costs for the Project in consideration for CCEDC's and CCIF's agreement to provide prompt reimbursement to the City as provided for herein.

The CCEDC agrees to allocate an amount not to exceed twenty-five thousand dollars ($25,000) towards the project for reimbursement to the City.

The CCIF agrees to allocate an amount not to exceed twenty-five thousand dollars ($25,000) towards the project for reimbursement to the City.

2.0 Reimbursements

The CCEDC and the CCIF shall each reimburse the City one-third of the actual amounts paid by the City to Conbrio for the Project within 30 days of the City requesting said reimbursement in writing.

The City shall include evidence of the amount of payment to Conbrio with its written request for reimbursement.

3.0 Breach

The failure of either Party to comply with their obligations or reimbursement shall be considered a breach of this agreement.

If either CCEDC or CCIF shall fail to reimburse the City pursuant to the requirements herein then said failure shall be considered a breach of this agreement and the full amount of the then allocated but not yet paid Reimbursement Funds shall be due and payable within 30 days of the City's written demand for payment for such breach.

4.0 Waiver

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

5.0 Term, Termination

This Agreement shall automatically terminate after final reimbursement by both CCEDC and CCIF to the City upon completion of the Project or the City's termination of its agreement with Conbrio whichever should occur first. This Agreement is not subject to early termination by any Party.

6.0 Texas Law to Apply

This agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the Parties created hereunder are performable in Coryell County, Texas.

7.0 Notice

All notices, whether for reimbursement or otherwise, shall be in writing and may be hand delivered, or sent by registered or certified mail, postage prepaid, return receipt requested to the following addresses:

City of Copperas Cove
Attention: City Manager
PO Drawer 1449
Copperas Cove, TX 76522

Copperas Cove Economic Development Corporation
Attention: Polo Enriquez, Executive Director
210 S 1st St
Copperas Cove, TX 76522

Copperas Cove Industrial Foundation

8.0 Legal Construction

If any one or more of the provisions contained in this agreement shall for any reason be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

9.0 Entire Agreement

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

10.0 Parties Bound

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

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

By: _____
Dan Yancey, Chairman
Copperas Cove Economic Development Corporation

Date: _____

By: _____
John Hull, Mayor
City of Copperas Cove

Date: _____

By: _____
Jimmy Clark, President
Copperas Cove Industrial Foundation

Date: 1-9-11

City Council Regular **Item #: L. 1.**

Date: 02/15/2011

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 - Sale of City property.

City Council Regular **Item #: L. 2.**

Date: 02/15/2011

Information

SUBJECT

Pursuant to §551.071 of the Open Meetings Act, Tex. Gov't Code, Council will meet in Executive Session to consult with the City Attorney regarding legal issues associated with the possible sale of the Ogletree Gap property.