



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 **March 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. Golf Course Effluent Project Update. **Ken Wilson, Division Head of Parks & Leisure Services**
 - 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 _____, March 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: 03/15/2011

Information

Subject

Golf Course Effluent Project Update. *Ken Wilson, Division Head of Parks & Leisure Services*

City Council Workshop

Item #: C. 2.

Date: 03/15/2011

Information

Subject

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



City of Copperas Cove

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

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in the Copperas Cove Public Library, City Hall and
on the City's Web Page, www.ci.copperas-cove.tx.us*

Notice is hereby given that a **Regular Council Meeting** of the City of Copperas Cove, Texas, will be held on **March 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. Proclamation: 100th Anniversary of the National Exchange Club. ***John Hull, Mayor***
- F. **CITIZENS FORUM** – At this time, citizens will be allowed to speak for a length of time not to exceed five minutes per person. Thirty minutes total has been allotted for this section. Pursuant to §551.042 of the Texas Open Meetings Act, any deliberation or decision about the subject of inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.
- G. **CONSENT AGENDA** – All matters listed under this item are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and considered separately.
 - 1. Consideration and action on approving the minutes from the workshop council meeting of January 11, 2011. ***Jane Lees, City Secretary***
 - 2. Consideration and action on approving the minutes from the workshop council meeting of March 1, 2011. ***Stefanie Brown, Deputy City Secretary***

3. Consideration and action on approving the minutes from the regular council meeting of March 1, 2011. **Stefanie Brown, Deputy City Secretary**
4. Consideration and action on authorizing the City Manager to execute a lease agreement with McLain Decision Support Systems LLC, for the lease purchase of the mCIP module software. **Andrea M. Gardner, City Manager**
5. Consideration and action on authorizing the Mayor to execute a letter to the Federal Legislative Officials regarding the impact of HR 1 on the Texas Workforce System. **Andrea M. Gardner, City Manager**
6. Consideration and action on approving a resolution supporting House Joint Resolution 56 calling for an amendment to the Texas Constitution to prohibit imposing unfunded mandates on local governments. **Andrea M. Gardner, City Manager**

H. **PUBLIC HEARINGS/ACTION**

1. Public hearing and action on the final plat of Skyline Flats, Phase Two, Section One. **Joseph Pace, Planner**

I. **ACTION ITEMS**

1. Consideration and action on authorizing the City Manager to revoke the thirty (30) days notice provided to First Southwest Asset Management, Inc. and authorize execution of an amendment to the agreement dated March 27, 2009. **Andrea M. Gardner, City Manager**
2. Presentation of the Fiscal Year 2010 Comprehensive Annual Financial Report. **Andrea M. Gardner, City Manager**
3. Consideration and action on the appointment of the chairperson position for the Copperas Cove Animal Shelter Advisory Committee. **Mike Heintzelman, Deputy Chief of Police**
4. Consideration and action on appointment of members to the Keep Copperas Cove Beautiful Commission. **Silvia Rhoads, Executive Director, Keep Copperas Cove Beautiful**
5. Consideration and action on the reappointment/appointment of individuals to the Copperas Cove Public Library Advisory Board. **Margaret Handrow, Library Director**
6. Discussion on establishing a Golf Course Advisory Board. **Kenn Smith, City Council Place 5**
7. Discussion on feeding the deer within the corporate limits of the City of Copperas Cove ("The Deer Issue"). **Danny Palmer, City Council Place 4**

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

K. **ITEMS FOR FUTURE AGENDAS**

L. **EXECUTIVE SESSION**

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

N. **ADJOURNMENT**

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

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

Item #: E. 1.

Date: 03/15/2011

Information

Subject

Proclamation: 100th Anniversary of the National Exchange Club. *John Hull, Mayor*

Attachments

Link: [Exchange Club Proclamation](#)



PROCLAMATION

WHEREAS, family, community and nation are important core values in the lives of Americans; and

WHEREAS, Exchange Clubs have been serving communities throughout the United States for 100 years, the first Exchange Club having been formed in Detroit, Michigan in 1911; and

WHEREAS, the National Exchange Club is celebrating its 100th anniversary serving our communities; and

WHEREAS, the National Exchange Club, a strictly American organization, is a group of volunteers unselfishly working together to make our community a better place to live through programs of service in Americanism, community service, youth activities, and its national project, the prevention of child abuse; and

WHEREAS, the Exchange Club of Copperas Cove, Texas, is affiliated with the National Exchange Club and provides significant and invaluable contributions to the citizens of the City of Copperas Cove; and

WHEREAS, experience teaches us that government by itself cannot solve all of our nation's social problems and that volunteers are vital to our future as a caring and productive city, state and nation.

NOW THEREFORE, BE IT RESOLVED, that I, John Hull, Mayor, of the City of Copperas Cove, Texas do hereby proclaim March 27, 2011 as

"National Exchange Club Day"

and urge the citizens of Copperas Cove to recognize the past and ongoing contributions of the National Exchange Club and support the Exchange Club of Copperas Cove in their efforts.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City to be affixed on this 15th day of March 2011.

John Hull, Mayor

Attest:

Jane Lees, City Secretary

City Council Regular

Item #: G. 1.

Date: 03/15/2011

Information

Subject

Consideration and action on approving the minutes from the workshop council meeting of January 11, 2011. ***Jane Lees, City Secretary***

Attachments

Link: [workshop minutes 1-11-11](#)

**CITY OF COPPERAS COVE
CITY COUNCIL WORKSHOP MEETING MINUTES
January 11, 2011 – 10:00 A.M.**

A CALL TO ORDER

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

C WORKSHOP ITEMS

- 1 Teambuilding for the Strategic Management Planning Process with the Council Members and City Manager.

G. Chris Hartung, President, Chris Hartung Consulting of Bedford, Texas, led the Council and the City Manager in a teambuilding exercise to assist in the strategic management planning process for the City.

D ADJOURNMENT

There being no further business, Mayor Hull adjourned the meeting at 3:00 p.m.

John Hull, Mayor

ATTEST:

Jane Lees, City Secretary

City Council Regular

Item #: G. 2.

Date: 03/15/2011

Information

Subject

Consideration and action on approving the minutes from the workshop council meeting of March 1, 2011.

Stefanie Brown, Deputy City Secretary

Attachments

Link: [Workshop Minutes 030111](#)

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

A CALL TO ORDER

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
Stefanie Brown

C WORKSHOP ITEMS

- 1 Update and discussion on the adopted Capital Improvement Plan FY 2010 - FY 2014 and other Capital Projects. **Andrea M. Gardner, City Manager**

Ms. Gardner gave updates on the adopted Capital Improvement Plan FY 2010 - FY 2014 and other Capital Projects. A copy of the presentation is attached to and made a part of these minutes.

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

No direction given.

D ADJOURNMENT

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

John Hull, Mayor

ATTEST:

Stefanie Brown, Deputy City Secretary



City of Copperas Cove

2010- 2011 CIP Update

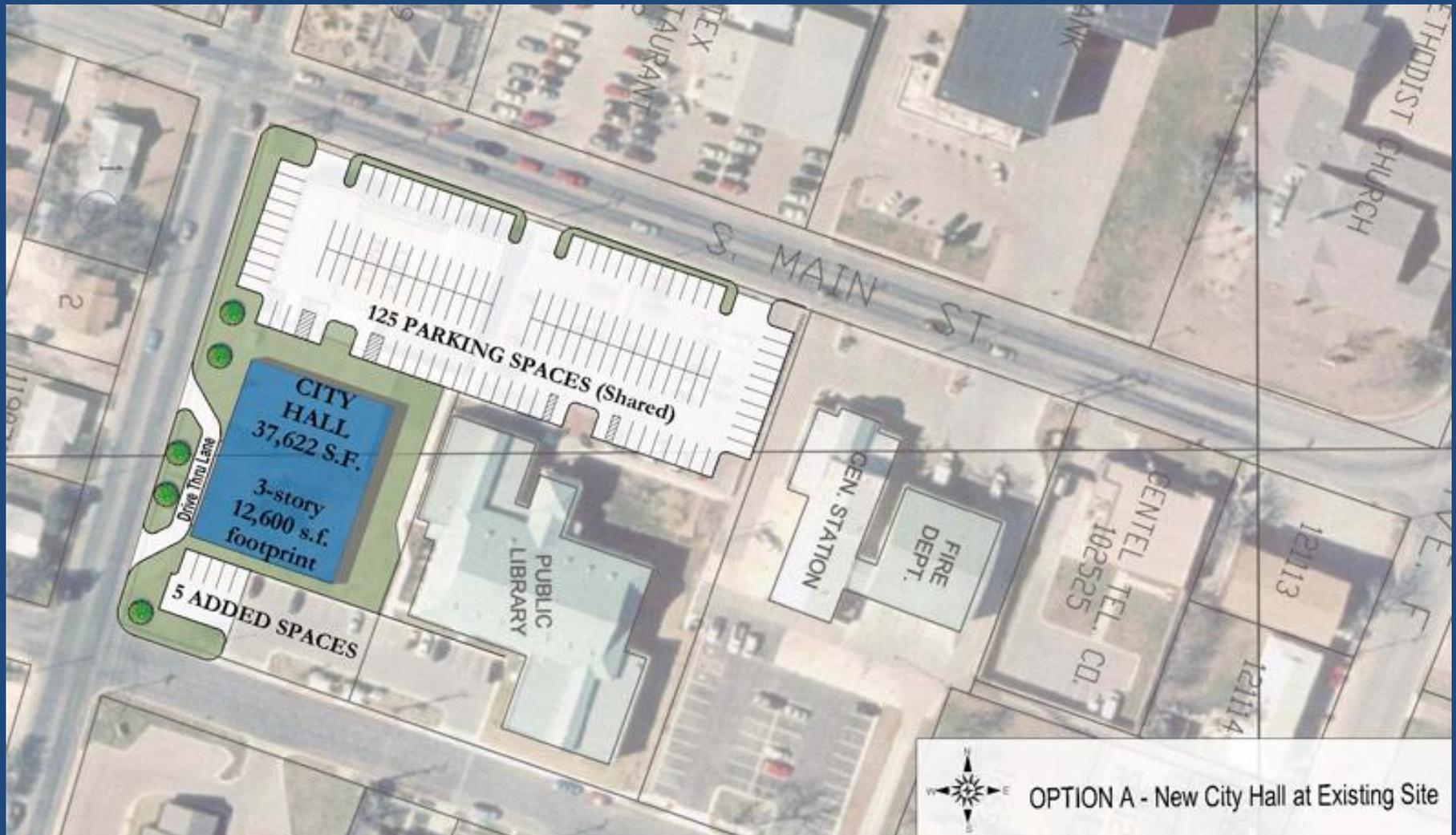
Andrea Gardner

City Manager

FY 2010 - FY 2014 Capital Improvement Projects Administration



City Hall Needs Assessment



2010-2011 CIP Update

Municipal Court Content Manager



2010-2011 CIP Update

Allin House Roof Renovations



2010-2011 CIP Update

Police Station



2010-2011 CIP Update

FY 2010 - FY 2014 Capital Improvement Projects Drainage

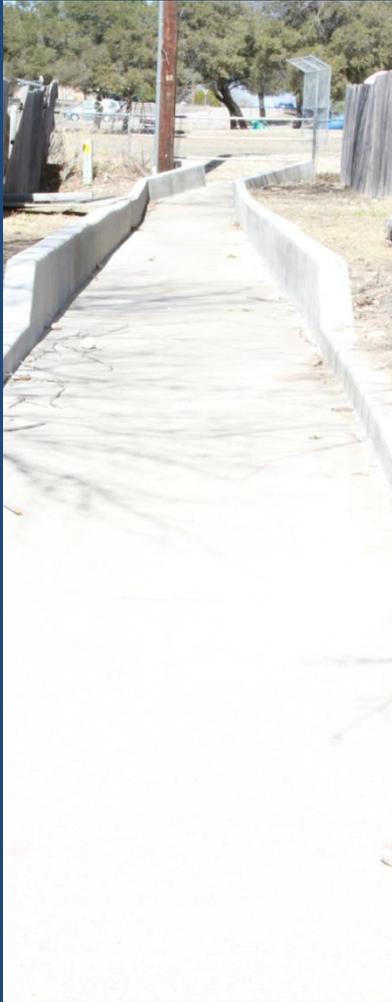


Curry Street Drainage Improvements



2010-2011 CIP Update

Martin Walker Elementary School Area Drainage



2010-2011 CIP Update

Rolling Heights Drainage



2010-2011 CIP Update

South 25th Street Drainage



2010-2011 CIP Update

FY 2010 - FY 2014 Capital Improvement Projects Fire Department



Fire Station 4



2010-2011 CIP Update

Fire Station # 2



2010-2011 CIP Update

FY 2010 - FY 2014 Capital Improvement Projects Library



Library Renovations



2010-2011 CIP Update



FY 2010 - FY 2014 Capital Improvement Projects Golf Course



Golf Course Effluent Storage Project



2010-2011 CIP Update



Cart Storage Project



2010-2011 CIP Update

FY 2010 - FY 2014 Capital Improvement Projects Parks and Recreation



Civic Center Renovations



2010-2011 CIP Update

Parks Needs Assessment



2010-2011 CIP Update

South Park Pool Renovations



2010-2011 CIP Update

FY 2010 - FY 2014 Capital Improvement Projects Solid Waste



Recycle Center Expansion



2010-2011 CIP Update

Transfer Station Renovations



2010-2011 CIP Update

Transfer Station Tipping Floor Resurfacing



2010-2011 CIP Update

FY 2010 - FY 2014 Capital Improvement Projects Streets



Bradford Drive Extension



2010-2011 CIP Update

Lutheran Church Road



2010-2011 CIP Update

Northeast Bypass (State Highway 9)



2010-2011 CIP Update



Southeast Bypass



2010-2011 CIP Update



West Ave F Reconstruction Phase 1



2010-2011 CIP Update



West Ave F Reconstruction Phase 2



2010-2011 CIP Update



FY 2010 - FY 2014 Capital Improvement Projects Water and Sewer



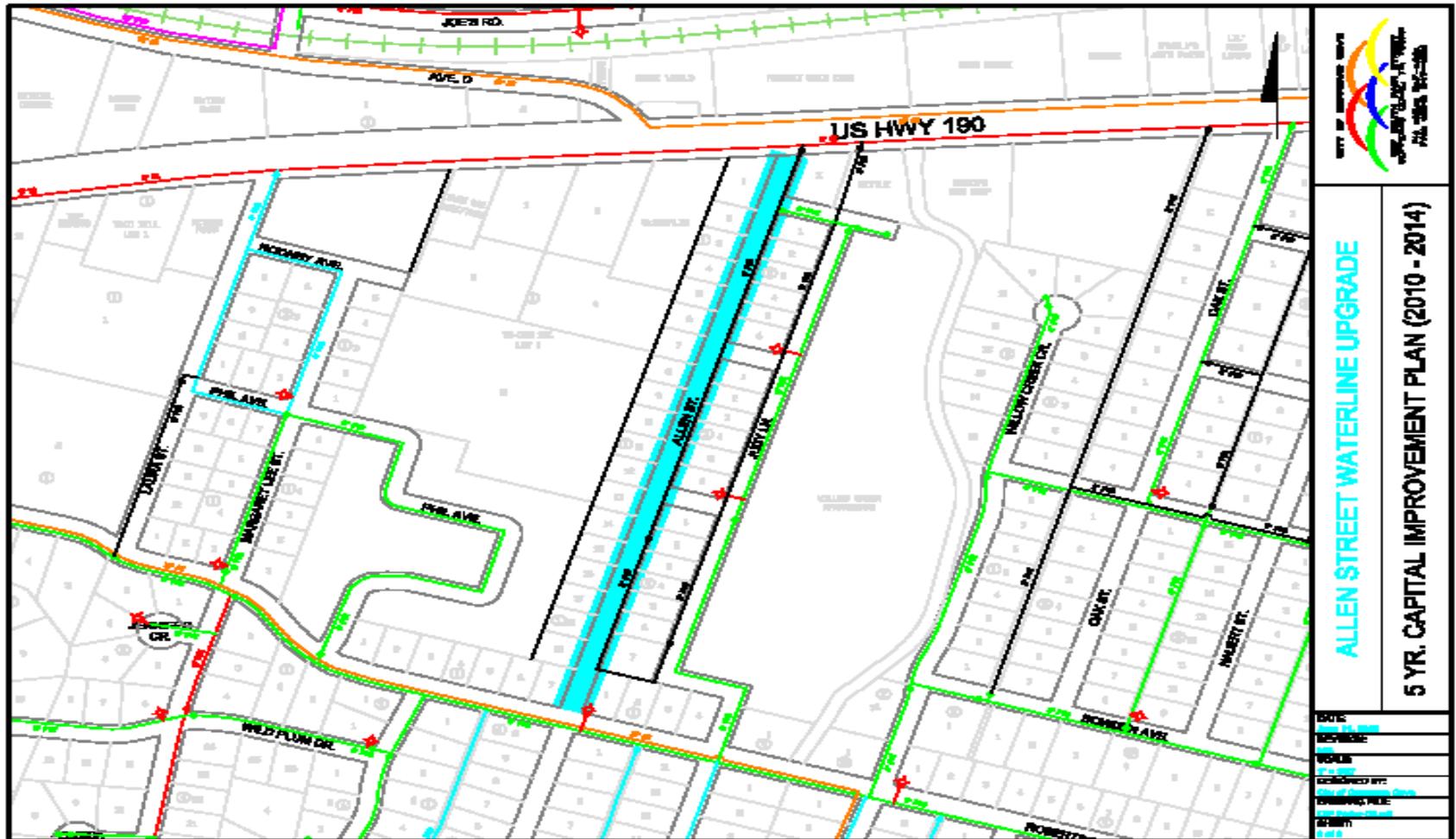
Fourth Year Sewer Rehabilitation



2010-2011 CIP Update



Allen Street Waterline Upgrade



Page 115

2010-2011 CIP Update

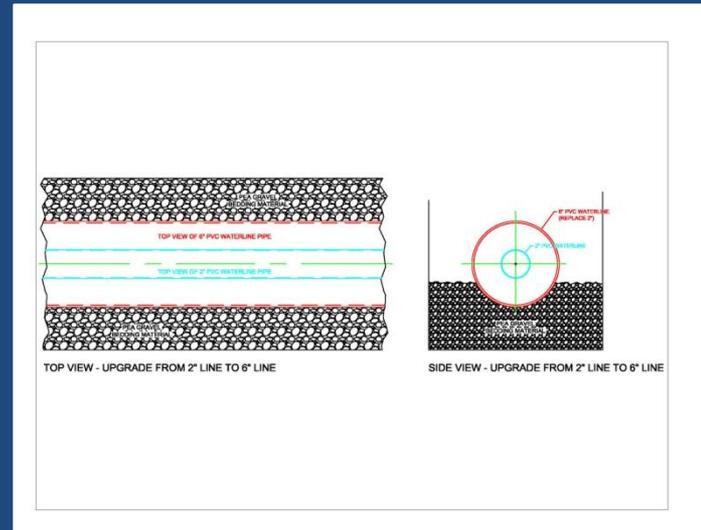
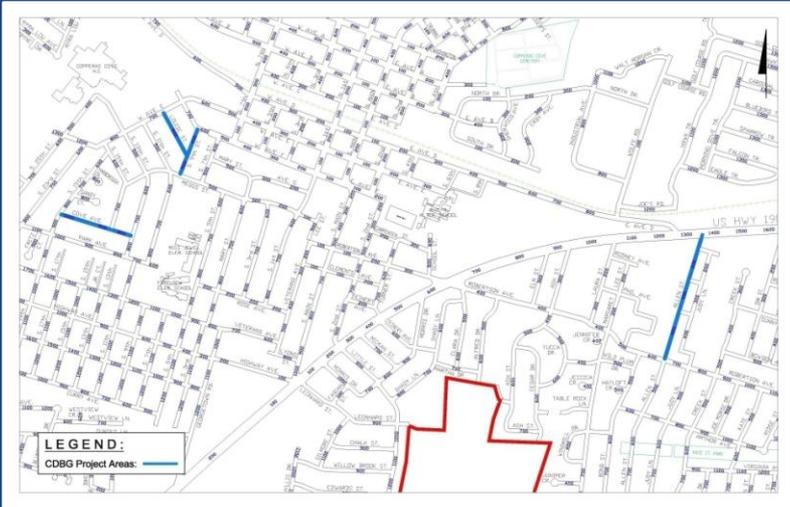


CDBG 09-10 Waterline



2010-2011 CIP Update

CDBG 2012



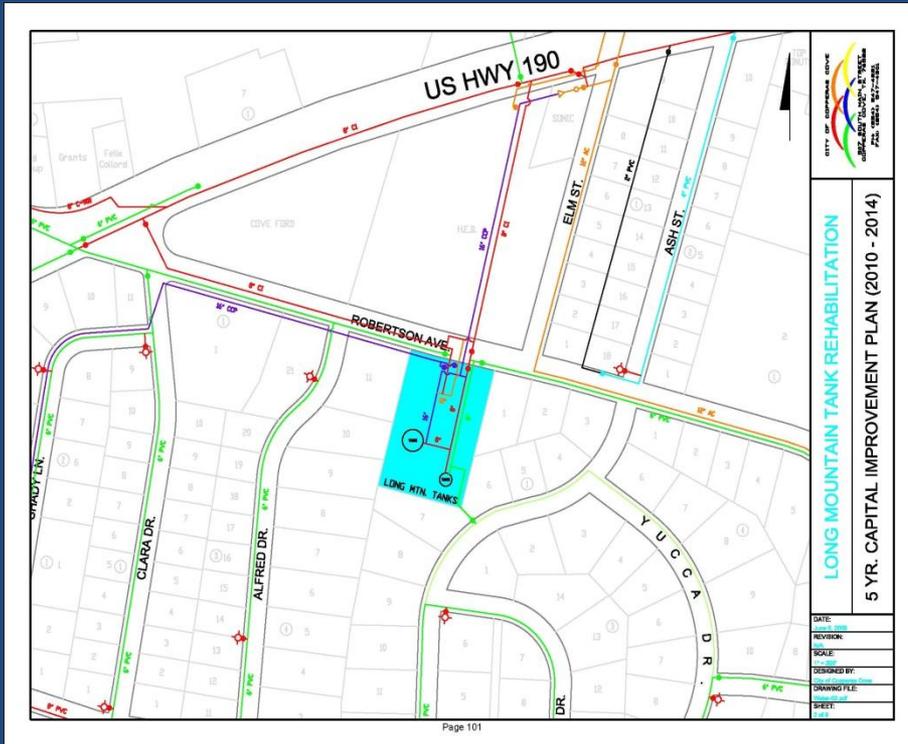
2010-2011 CIP Update

Compost Renovation



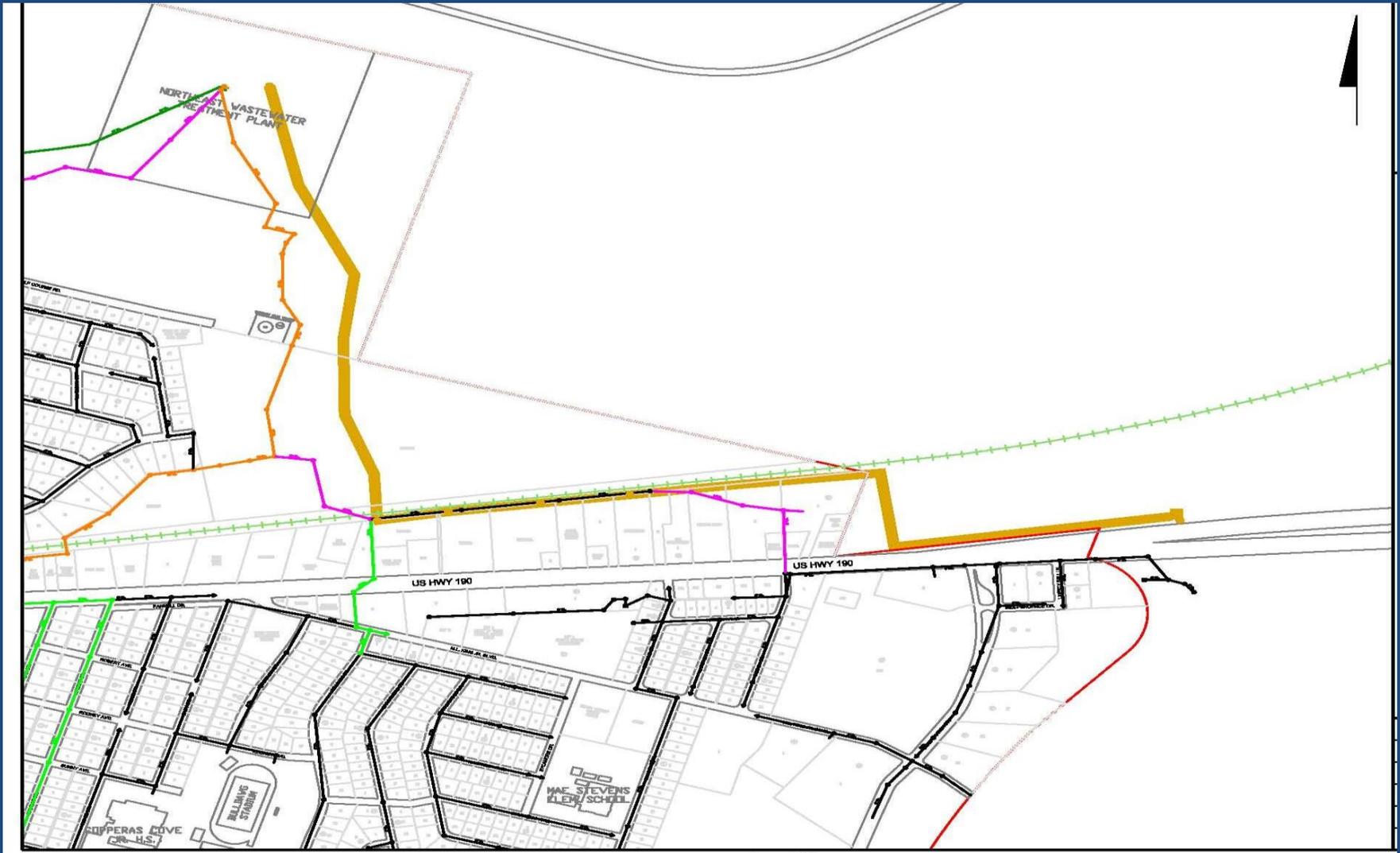
2010-2011 CIP Update

Long Mountain Storage Tank



2010-2011 CIP Update

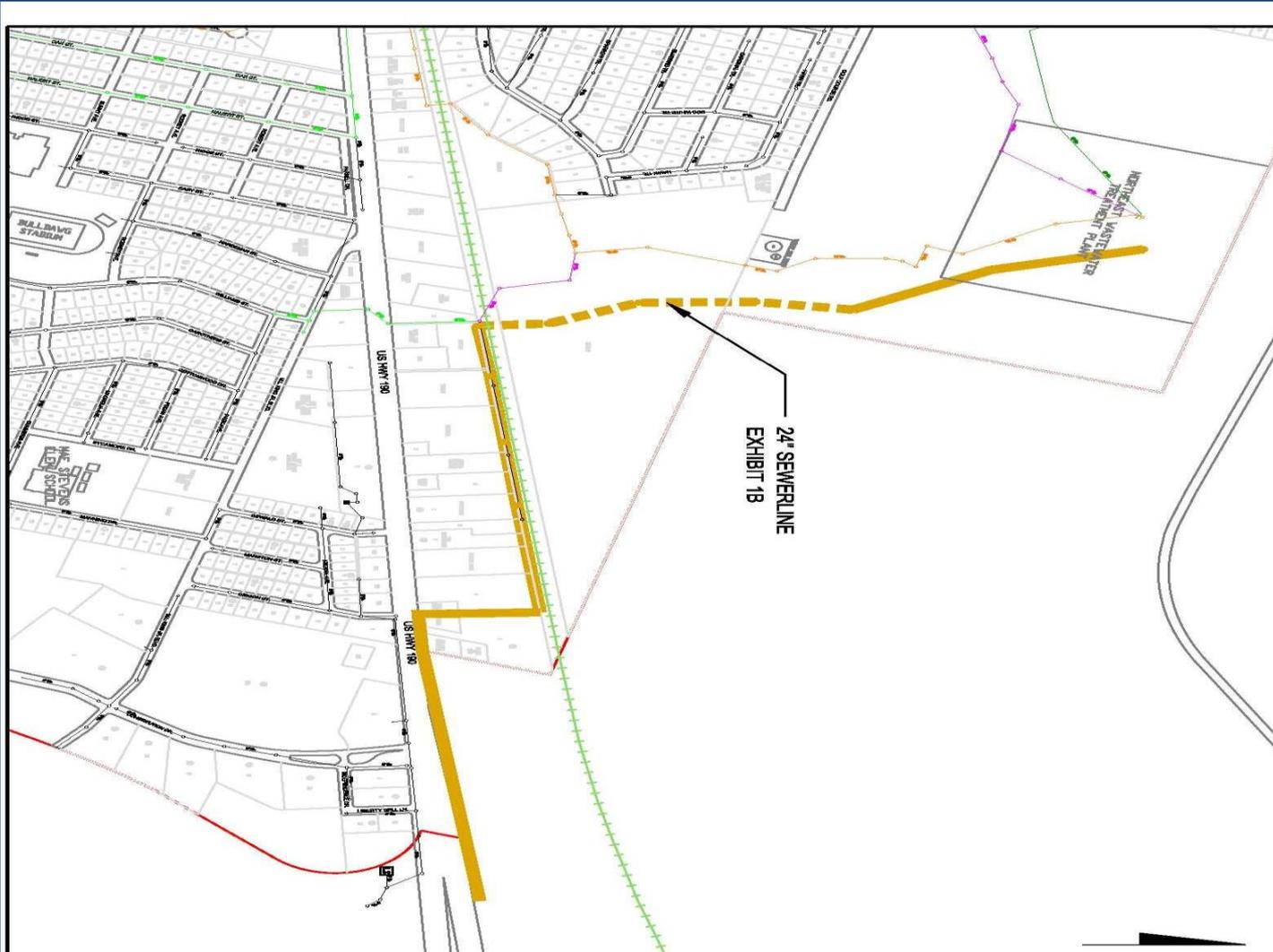
Northeast Sewer Line – Phase I-A



2010-2011 CIP Update



Northeast Sewer Line – Phase I-B



2010-2011 CIP Update

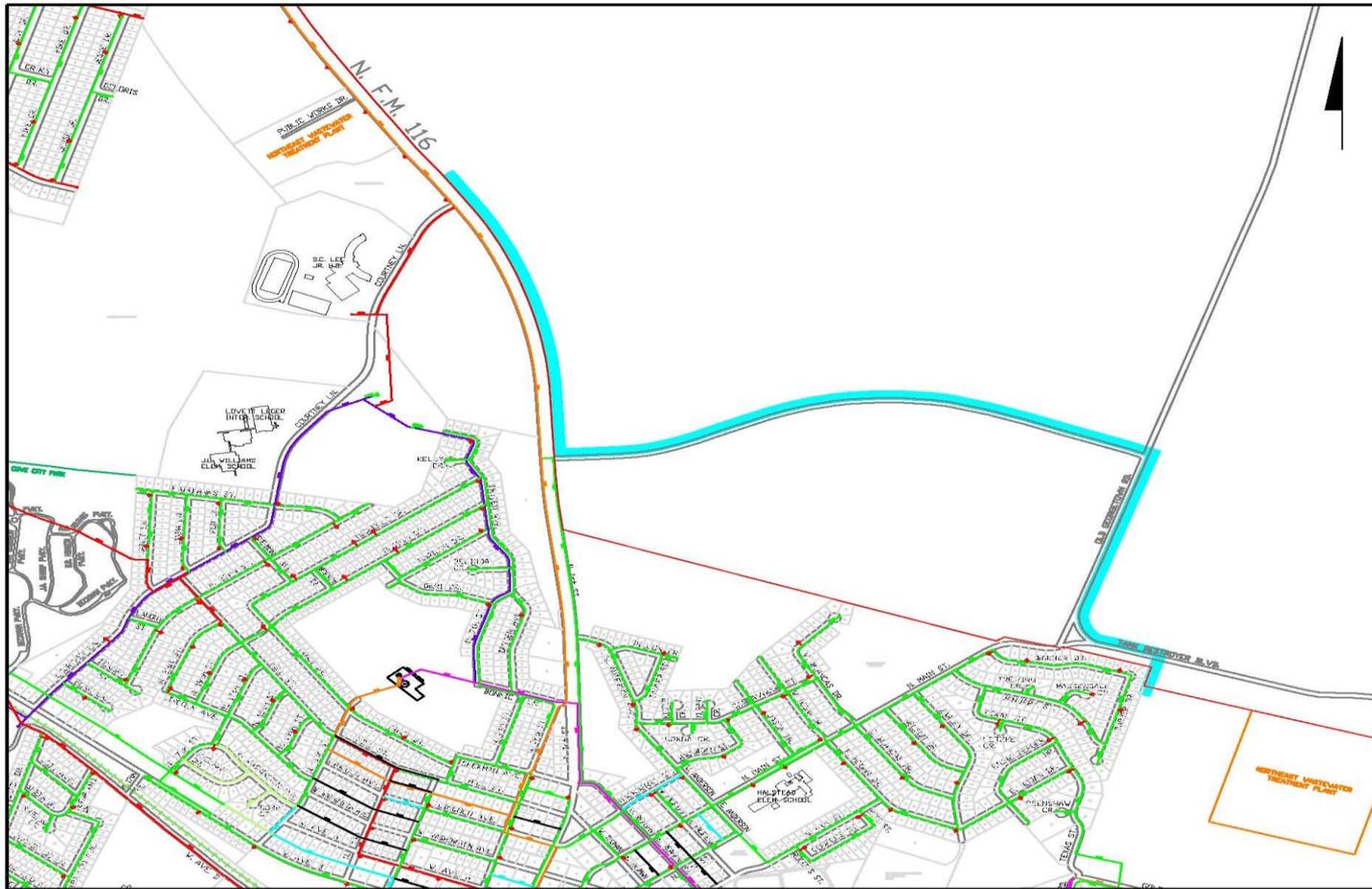
Northeast Sewer Line – Phase 2



2010-2011 CIP Update



North Water Loop



NORTH LOOP - 30" WATER LINE PROJECT

5 YR. CAPITAL IMPROVEMENT PLAN (2010 - 2014)

DATE:	March 03, 2010
REVISION:	
SCALE:	N.T.S.
DESIGNED BY:	City of Copperas Cove
DRAWING FILE:	Water-016.dwg
SHEET:	1 of 7

2010-2011 CIP Update

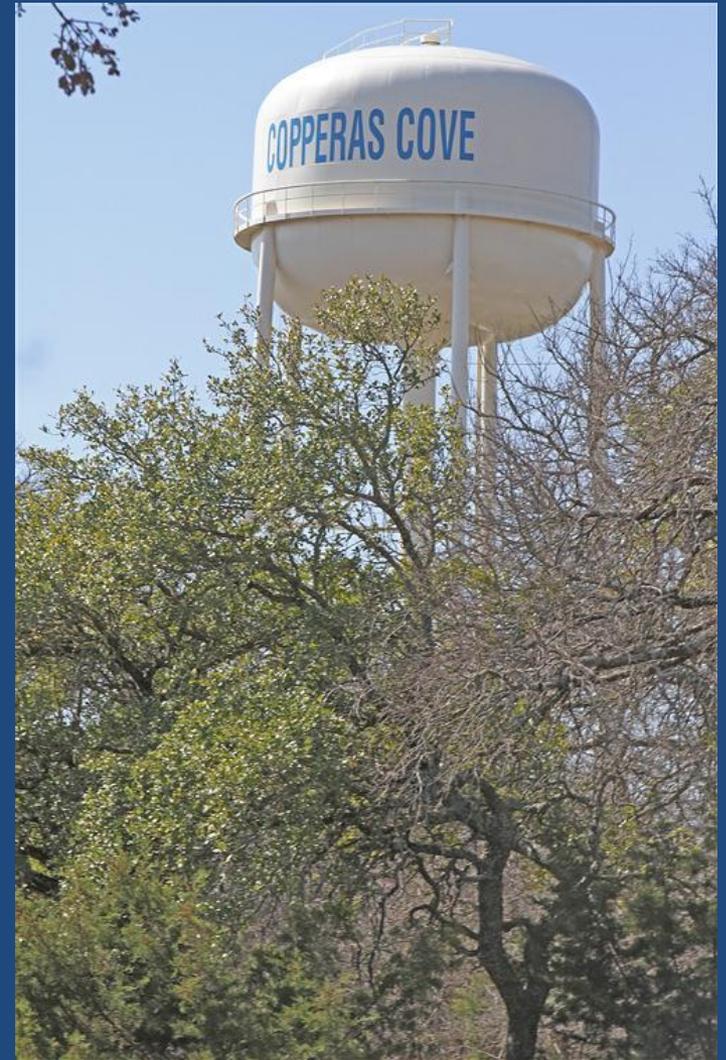


South Plant West Clarifier Retrofit



2010-2011 CIP Update

Taylor Mountain Water Tank Rehaul



2010-2011 CIP Update



Weir Gate Replacement



2010-2011 CIP Update

City Council Regular

Item #: G. 3.

Date: 03/15/2011

Information

Subject

Consideration and action on approving the minutes from the regular council meeting of March 1, 2011.

Stefanie Brown, Deputy City Secretary

Attachments

Link: [Regular Minutes 030111](#)

**CITY OF COPPERAS COVE
CITY COUNCIL REGULAR MEETING MINUTES
March 1, 2011 – 7:00 P.M.**

A **CALL TO ORDER** - Mayor Hull called the meeting to order at 7:10 p.m.

B **INVOCATION AND PLEDGE OF ALLEGIANCE** - Pastor Timothy O'Neal, Hillside Ministries in Copperas Cove gave the invocation. 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
 Stefanie Brown

D **ANNOUNCEMENTS** - Council Member Seffrood stated that there will be a meeting on Thursday night at the Killeen Civic Center regarding the 190 expansion in the future from 6:00 - 8:00 p.m. Council Member Kent informed the citizens that the Street Sweepers schedule is now available on the City's website.

E **PUBLIC RECOGNITION**

1 Employee of the Quarter Recognitions - 4th Quarter 2010. **Andrea M. Gardner, City Manager**

- Melissa Barlow, PT Library Assistant II/Children's Specialist
- Robert Browning, Information Systems Specialist II

2 Employee Service Awards - March 2011. **Andrea M. Gardner, City Manager**

- Patricia Dodge, Police Communications Operator, 15 years
- Walter Munsel, Fire Lieutenant/Paramedic, 10 years
- Christine Mandanici, Code and Health Administrative Assistant, 5 years

3 Recognition of the Animal Rescue Transfer Program Committee. **Andrea M. Gardner, City Manager**

The Animal Rescue Transfer Program Committee members were presented with a certificate of appreciation for their for their volunteer service from April 2010 through February 2011.

- 4 Recognition of the Chapter 3 - Animals and Fowl Review Committee. **Andrea M. Gardner, City Manager**

The Chapter 3 - Animals and Fowl Review Committee were presented with certificates of appreciation for their volunteer service from April 2010 through February 2011.

F **CITIZENS FORUM** – None.

G **CONSENT AGENDA**

- 1 Consideration and action on approving the minutes from the workshop council meeting of February 15, 2011. **Jane Lees, City Secretary**
- 2 Consideration and action on approving the minutes from the regular council meeting of February 15, 2011. **Jane Lees, City Secretary**
- 3 Consideration and action on authorizing the Mayor to execute a letter appointing a representative to the Central Texas Council of Governments Solid Waste Advisory Committee. **James A. Trevino, Public Works Director**
- 4 Consideration and action on authorizing the purchase of a Roll Off Truck for the Solid Waste Department. **James A. Trevino, Public Works Director**
- 5 Consideration and action on authorizing the purchase of a Side Loader Solid Waste Collection Truck. **James A. Trevino, Public Works Director**

Council Member Smith made a motion to approve Consent Agenda Items G-1, G-2, G-3, G-4 and G-5 as presented. Council Member Kent seconded the motion, which passed unanimously.

H **PUBLIC HEARINGS/ACTION** - None.

I **ACTION ITEMS**

- 1 Consideration and action on an ordinance updating Personnel Policy No. 420, Electronic Communications. **Kelli Sames, Human Resources Division Head**

ORDINANCE NO. 2011-13

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. 420, (ELECTRONIC COMMUNICATIONS AND SYSTEMS ACCESS USE), AND REPLACING THE EXISTING POLICY WITH A REVISED PERSONNEL POLICY, NO. 420, (ELECTRONIC COMMUNICATIONS) AND RATIFYING THE REMAINING SECTIONS OF THE PERSONNEL POLICIES AND PROCEDURES MANUAL; AND DECLARING AN EFFECTIVE DATE .

Council Member Meredith made a motion to approve Ordinance No. 2011-13 as presented. Council Member Palmer seconded the motion, which passed unanimously.

- 2 Consideration and action on authorizing the City Manager to release payment to the Texas Department of Transportation for the construction of Highway 190 (Southeast Bypass) project. **Andrea M. Gardner, City Manager**

Council Member Palmer made a motion to authorizing the City Manager to release payment to the Texas Department of Transportation for the construction of Highway 190 (Southeast Bypass) project. Council Member Smith seconded the motion, which passed unanimously.

J REPORTS FROM OUTSIDE ENTITIES, ADVISORY COMMITTEES AND BOARDS

- 1 Chamber of Commerce 4th Quarter Report for 2010. **Marty Smith, President, Copperas Cove Chamber of Commerce**

Ms. Smith gave the Chamber of Commerce 4th Quarter Report for 2010.

K ITEMS FOR FUTURE AGENDAS

Council Member Palmer requested a workshop in the near future to discuss the deer population control. There was agreement from Council Member Meredith and Council Member Kent.

L EXECUTIVE SESSION - None.

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

N ADJOURNMENT

There being no further business, Mayor Hull adjourned the meeting at 7:43 p.m.

ATTEST:

John Hull, Mayor

Stefanie Brown, Deputy City Secretary

Date: 03/15/2011

Contact: Andrea Gardner, City Manager

Information

SUBJECT

Consideration and action on authorizing the City Manager to execute a lease agreement with McLain Decision Support Systems LLC, for the lease purchase of the mCIP module software. **Andrea M. Gardner, City Manager**

BACKGROUND/HISTORY

During the FY 2011 Budget adoption process, discussions occurred regarding the compilation, updating and reporting for projects approved in the Adopted Five Year CIP. City staff recommended the funding for a software program that will provide such outcomes be included in the proposed tax note issuance. Thus, on November 16, 2010 a Tax Note issuance was approved by the City Council that included funding for CIP tracking software.

FINDINGS/CURRENT ACTIVITY

Request for proposals were distributed to vendors on December 03, 2010. RFP's were opened and reviewed by City staff and MDSS was selected to do a formal presentation of the mCIP software module. The mCIP module is designed to maintain the City's capital improvement projects and the budgets associated with the projects and is considered the most cost effective proposal and best value for the City.

The City Attorney, City Manager and Information Systems Director have reviewed the agreement.

ACTION OPTIONS/RECOMMENDATION

City staff recommends the City Council authorize the City Manager to execute an agreement between MDSS for the lease purchase of the mCIP module software.

Fiscal Impact

FINANCIAL IMPACT:

The agreement amount is for \$5,000 for an anticipated one year period. The renewal amounts for the remaining periods of the contract, which covers all maintenance and adaptation to the individual client needs, installation and training, will be an annual renewal fee of \$2,500.

Sufficient funds are available in Fund 60.

Attachments

Link: [McLain Agreement](#)

Link: [McLain History](#)

SOFTWARE USE AGREEMENT

This Software Use Agreement ("**Agreement**") is entered into as of the date set forth below, by and between the City of Copperas Cove (the "**City**"), a municipality, and McLain Decision Support Systems LLC, a Texas limited liability company ("**MDSS**").

I. GENERAL SCOPE OF WORK

- 1.01 **MDSS** shall furnish, install and make available to the **City** the Web-based software and services described in the Proposal of **MDSS**, attached hereto, and by this reference is incorporated herein as is fully set forth as Exhibit "A." This software is comprised of mCIP (collectively the "**Software**").
- 1.02 **MDSS** shall provide and furnish the training and support and shall permit the **City** with user access to the **City's** data and information and the use of the **Software**.
- 1.01 **MDSS** represents and warrants that all necessary licenses, consents, and permissions have been acquired in order for **MDSS** to grant the **City** the right to use the **Software** to the extent that any third-party software may be used as a component of the **Software**.

II. LICENSE

- 2.01 **MDSS** grant the **City** a limited, non-exclusive, and non-transferable license to access and use the **Software** by means of the Internet for the duration of this **Agreement**.
- 2.02 The **Software** is licensed and not sold. All rights not expressly granted to the **City** remain in **MDSS** or its licensors.
- 2.03 All rights of ownership in and to the **Software** are and remain vested in **MDSS** or its licensors.
- 2.04 The **City** shall not disassemble, decompile, or reverse engineer the software, or engage in any other means to determine the source code of the **Software**. The **Software** is only for the **City's** use and consequently the **City** may permit only those persons who are engaged in the **City's** business to use the **Software**. The **City** will not outsource, share, rent, or sublicense the **Software** (or use thereof) to any other person or entity.
- 2.05 The **Software** contains trade secrets and other proprietary information that is the property of **MDSS** or its licensors. The

City may never disclose the **Software**, except as expressly permitted by law.

III. TERM AND TERMINATION

- 3.01 This **Agreement** is for a period of one year beginning February 18, 2011 and ending February 18, 2012, unless sooner terminated. The **City** may renew this Agreement for additional terms of one year each by notifying **MDSS** 30 days before the end of the then current term and payment of the annual fee set forth in Article VI.
- 3.02 This **Agreement** may be terminated by **MDSS** upon the **City's** failure to remit the fees due within thirty (30) days of the date due. In such event, **MDSS** shall provide the **City** with written notice of its intent to terminate and the **City** shall have thirty (30) days from receipt of said written notice to cure the delinquency. If not cured, this **Agreement** will terminate on the date set forth in said notice, said date to be no earlier than the thirtieth day after receipt of said written notice.
- 3.03 The **City** may terminate this **Agreement**:
- (a) if, within thirty (30) days after the installation and commencement of use by the **City** of the software, and following the **City's** testing and verification of the software, the software fails to substantially perform all of the functions or provide all of the services set forth in this **Agreement**;
 - (b) if **MDSS** fails to provide the services described in this **Agreement** and said failure continues for a period of fifteen (15) days after written notice of said default is furnished by the **City** to **MDSS** and is not cured within the fifteen (15) days set forth in said written notice;
 - (c) if **MDSS** fails to adequately protect the **City's** data and information from corruption or unauthorized use. In this regard, **MDSS** represents and warrants that it has installed and will, throughout the duration of this **Agreement**, provide appropriate firewalls and virus protection to prevent corruption of data or unauthorized access to or use of the **City's** data and information. **MDSS** further warrants that it shall take appropriate measures to prevent the introduction or placement of commercial messages, advertisements, and/or commercial software, adware and spyware into the **Software**;
 - (d) or for convenience based upon determination of public necessity by the **City** Council, or the failure of the **City** to

appropriate sufficient funds in any budget for any fiscal year following the fiscal year in which this **Agreement** is entered into by providing not less than 21 calendar days prior written notice to **MDSS**. In any event, **MDSS** will cease work promptly upon receipt of such notice. If this **Agreement** is so terminated for convenience, as a condition precedent to the effectiveness of such termination for convenience, the **City** shall pay to **MDSS** all fees due, pro rated to the effective date of termination.

- (e) This contract may be terminated at any time by the **City** for any cause by 30 days' notice in writing to **MDSS**. Upon receipt of such notice, **MDSS** shall immediately discontinue all services.
- (f) Termination of this **Agreement** is the **City's** exclusive remedy and **MDSS'** sole liability for the **City's** termination in connection with this Section 3.03.

IV. INDEMNIFICATION

4.01 MDSS shall indemnify, hold harmless and defend the **City**, its officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including without limiting the generality of the foregoing all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, the acts, omissions or conduct of **MDSS**, its officers, agents, or employees in the execution or performance of this **Agreement**.

4.02 It is expressly understood and agreed that in the execution of this **Agreement**, the **City** does not waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to or against claims arising in the exercise of governmental functions relating hereto or otherwise. The terms and provisions of this **Agreement** are subject to the foregoing reservation of immunity. By entering into this **Agreement**, the **City** does not create any obligations, express or implied, other than those set forth herein, and this agreement shall not create any rights in any person not a signatory hereto.

V. NOTICES

Any notice or demand required or desired to be given to any party pursuant to this **Agreement** shall be in writing, shall be delivered to the address set forth below and shall be deemed validly served, given, delivered or made only if (i) personally delivered (including delivery by a commercially recognized courier which provides service between the point-of-origin and the point-of-destination); or (ii) deposited in the United States mail, certified, postage prepaid, return receipt requested. Service by United States mail shall be deemed made on the date actually received.

If to the **City**:

Andrea M. Gardner, City Manager
City of Copperas Cove
507 S. Main Street
Copperas Cove, Texas 76522

If to **MDSS**:

Kenneth P. McLain, Principal
McLain Decision Support Systems LLC
4016 Muscovy Drive
McKinney, Texas 75070-5121

VI. AGREEMENT AMOUNT

The **Agreement** amount is for an anticipated one year period. The renewal amount for the remaining periods of the contract, which covers all maintenance and adaptation to individual client needs, installation and training, is also listed below:

Year 1: \$5,000

Annual renewal fee: \$2,500

Year 1 payment is due at contract signing and software installation. Annual renewal fees are paid once each year, due at the renewal date, and cover software maintenance. **MDSS** will absorb its own expenses for travel, housing, meals, long distance telephone calls, and postage.

VII. PROGRAM IMPLEMENTATION

MDSS shall meet with the **City** to formulate and design a layout that will best fit the **City's** needs. A sample outline of such process is as follows:

- 7.01 Meet with the budget department to discuss an overview of the system.
- 7.02 Establish all budgetary charts of accounts, including fund, department, division and expenditures account numbers and titles.
- 7.03 Receipt of both historical data and current year budget data to upload all information possible in order to save start-up time for **City** staff.
- 7.04 Download all of mCIP fields and calculations.
- 7.05 Testing of the system with key budget officials before going live.
- 7.06 Train all staff that will require access to the program. This is expected to be at least two full-day training sessions in order to ensure that all budget managers are completely instructed on login, data entry, and report generation tasks.
- 7.07 Assist the **City** throughout the entire budget preparation and multi-year financial planning process. **MDSS** will assist the **City** in the monitoring of the progress of the budget preparation.
- 7.08 Post-budget assessment for reasonable changes and improvements that can better assist the next budget cycle.

VIII. TRAINING AND SUPPORT

MDSS will provide all training and support for the life of the contract. The training includes full technical assistance for using the **Software** provided by Kenneth McLain and limited technical assistance and advice on budgeting and multi-year financial planning by Lewis F. McLain, Jr. This **Agreement** will require a high degree of involvement by key financial staff members or additional consultants if the **City** staff is not able to commit sufficient time to internally coordinate this project. However, it is expected that internal staff coordinators can be sufficient if the level of staff involvement is equal to or greater than is usually required during budget preparation and multi-year financial planning in any given year.

IX. SECURITY AND PRIVACY

- 9.01 All names and passwords are kept on file with **MDSS**. Changes or additions can be made at any time, and must be submitted in writing. It will be imperative that all users keep their own passwords confidential. **MDSS** will provide a chronology of every authorized user login data throughout the project. **MDSS** will also suspend the ability for any data entry after a point in time so that budget staff can compile and complete the budget process.
- 9.02 The **City** shall be furnished a complete copy of all the **City's** data at the beginning of the process. An additional copy of the **City's** data shall be furnished to the **City** at the completion of the budget adoption process and upon a renewal of this **Agreement**.
- 9.03 All data and information submitted by the **City** is kept private. At no time during or after this **Agreement** has expired, will **MDSS** use the information for any purpose other than for the **City's** budget purposes.
- 9.04 **MDSS** shall provide daily backup of all data. Should any problem arise, the **City** will be notified immediately, and all data will be restored promptly. Backup copies will be provided to the **City** on a monthly basis.

X. SERVICE AVAILABILITY

In the event the system is inoperable and **MDSS** cannot remedy the problem within a reasonable time after notice (next business day), the **City** shall be notified immediately. Generally, any service or maintenance will be scheduled several days in advance, and is usually performed on the weekends and/or after normal business hours. The goal of any maintenance or service repair is to avoid service interruption or delays.

XI. FUTURE ADDITIONS AND UPDATES

This **Agreement** covers any updates, changes or additions to the **Software** that **MDSS**, in its sole discretion, implements. This includes future versions of the software, any updates to the problems content, or to add or subtract staff users to the system. The **City** will automatically receive any upgrades that **MDSS**, in its sole discretion, decides to implement, at no charge while the **Agreement** is in effect.

XII. DATABASE AND SOFTWARE GROWTH

There shall not be any additional cost for the **City** to expand the number of budget users while the **Agreement** is in effect.

XIII. OWNERSHIP OF DATA

MDSS owns the database **Software** while the **City** owns all data entered and generated by the software. **MDSS** will never use the data, either during or after the contract for any purpose not authorized by the **City**.

XIV. LIMITATION OF LIABILITY

14.01 EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, NEITHER MDSS NOR MDSS' LICENSORS MAKE ANY OTHER WARRANTY, EXPRESS OR IMPLIED, AND MDSS AND MDSS' LICENSORS EXPRESSLY DISCLAIM ALL SUCH EXPRESS OR IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

XV. MISCELLANEOUS PROVISIONS

15.01 Independent Contractor. **MDSS** is an independent contractor and not an officer, agent, servant or employee of the **City**. **MDSS** has exclusive control of, and exclusive right to control, the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants. Nothing herein shall be construed as creating a partnership or joint enterprise between the **City** and **MDSS**.

15.02 Compliance with Laws. **MDSS** shall at all time and in all respects observe and comply with all federal, state and local laws, ordinances, and regulations applicable to its performance of this **Agreement**.

15.03 Governing Law; Venue. This **Agreement** shall be governed by and construed in accordance with the laws of the State of Texas without regard to Texas' conflicts of laws rules. Venue for any causes of action arising under the terms or provisions of this **Agreement** or work to be performed hereunder shall be in the state courts or appropriate jurisdiction of Coryell County, Texas.

- 15.04 **Binding Agreement; Assignment.** This **Agreement** is binding on the parties, their successors, and permitted assigns. This **Agreement** is not assignable and shall not be assigned by any party without the written consent of the other party, which consent shall not be unreasonably withheld.
- 15.05 **Amendments.** This **Agreement** may be amended by the parties only by a written agreement duly executed by both parties.
- 15.06 **No Waiver.** No delay or omission by either party to exercise any right or power it has under this **Agreement** shall impair or be construed as a waiver of such right or power. A waiver by any party of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing and signed by the party waiving its rights.
- 15.07 **Legal Construction.** The provisions of this **Agreement** are herein declared to be severable; in the event that any term, provision or part hereof is determined to be invalid, void, or unenforceable, such determination shall not affect the validity or enforceability of the remaining terms, provisions and parts, and this **Agreement** shall be read as if the invalid, void or unenforceable portion had not been included herein.
- 15.08 **Entire Agreement.** Both parties have participated fully in the review and revision of this **Agreement**. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this **Agreement**. This **Agreement** is the entire agreement between the parties with respect to the subject matter covered herein. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this **Agreement**, except as provided in any Exhibits attached hereto.
- 15.09 **Authority.** Both the **City** and **MDSS**, and the signatories represent that they have full capacity and authority to grant all rights and assume all obligations they have granted and assumed under this **Agreement**.
- 15.10 **Counterparts.** This **Agreement** may be executed in single or multiple counterparts, each of which shall be deemed an original. Faxed copies of manually executed signature pages to this **Agreement** shall be fully binding and enforceable without the need for delivery of the original manually executed signature page.

15.11 **Headings.** Captions or headings are only for reference and are not to be considered in interpreting this **Agreement**

[The next page is the signature page]

The **City** and **MDSS** have executed this **Agreement** to be effective as of March _____, 2011.

CITY OF COPPERAS COVE

By: _____
Andrea M. Gardner, City Manager

EXECUTED this ____ day of March 2011.

MCLAIN DECISION SUPPORT SYSTEMS LLC

By: _____
Kenneth P. McLain, Principal

EXECUTED this ____ day of March, 2011.

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EXECUTIVE SUMMARY

It is with great pleasure that McLain Decision Support Systems (MDSS) provides The City of Copperas Cove (City) with this proposal. We believe that our software is the best in the government industry and will provide the City with a decision management tool that on the cutting edge of technology. This proposal is for the mCIP module, which is our capital projects budget (CIP) management portal.

mCIP is a full functioning online 100% web based budget system capable of having unlimited users and licenses. The only computer technology (IT) assistance that will be needed is to provide Internet access to all users and to download budget and actual historical data for as many past months as possible. The City will also need to provide a download of CIP data. Everything else will be hosted by and set up by MDSS. Our goal is to take as much work off the staff as possible.

It is our preference that we train those who will actually be preparing the CIP. This includes supervisory and even clerical staff. We have found that many of the top officials coming to training are not the ones actually building the CIP and entering the data. Therefore, our reduction of risk is directly tied to our ability to train and communicate with the working staff. Lastly, there will need to be a coordinating person or persons within the CIP office to assist with training scheduling, setting up meetings, being the central person for contact and communication.

We pledge to not only implement a software system but to train the staff in good CIP budgeting practices that takes full advantage of all the features in mCIP. It is with certainty that we will set ourselves apart from other good competitors with excellent training on the communication and instruction of translating the CIP data into managerial decisions, a centerpiece of our services.

Included in this bid package is a CD-ROM with a copy of this proposal, screen shots, report samples and other important information. Please feel free to contact me regarding any questions.

Sincerely,

Kenneth P. McLain

McLain Decision Support Systems

MDSS PROFILE

Based in McKinney, Texas, McLain Decision Support Systems (MDSS) has three principals: Kenneth P. McLain, Lewis F. McLain, Jr. and J. Robert McLain.

Kenneth has developed government software and Citizen Relationship Management (CRM) systems over the past nine years. His consulting practice has evolved to include the conversion of a software package developed by Lewis into a web based enabled product called "mBudget." There are other product enhancements in the development stage that are all designed to facilitate governmental policy makers and managers in their challenges to plan methodically, to prepare well-documented budgets and to integrate decision-making features.

Lewis has been continuously involved in government finance since 1973. His background includes being the Budget Director for the City of Garland and the first County Budget Officer in the State of Texas when he joined Dallas County in 1977. He then spent two years in public finance for a large bank before beginning a consulting career in 1980. He has worked for over 60 local governments on a variety of consulting assignments involving budgeting, long range financial planning, cost of service analyses and utility rate studies.

Robert (Bob) provides a variety of consulting services to government owned utilities. He has prepared water and wastewater cost of service and rate design studies since 1982. His ability to address cost and financial issues, policy implications has resulted in our 98% client retention rate. Bob has performed over 175 utility rate studies across the nation, for utilities as large as the Chicago Water Department.

Hence, MDSS is focused on placing into practice the concepts that fall under the family of topics commonly known as "decision support systems."

REFERENCES AND CLIENTS

MDSS currently has over 35 clients using the mBudget software family of products. We have over a hundred clients using our services combined with our consulting practices. You are encouraged to contact any of the following clients:

City of Hurst – Clay Caruthers, Director of Finance 817-788-7011

City of University Park – Kent Austin, Director of Finance 214-987-5310

City of Highland Village – Ken Heerman, Director of Finance 972-899-5089

City of Cleburne – Kim Galvin, Director of Budget 817-645-0951

City of Duncanville – Kent Cagle, City Manager 972-780-5000

City of Midlothian – Teresa Bateman, Director of Budget 972-775-7196

City of Conroe – Collin Boothe, Director of Budget 936-522-3049

Client List

City of Anna, TX
City of Boca Raton, FL
City of Bullhead City, AZ
City of Burlington, WI
City of Bridgeport, TX
City of Casa Grande, AZ
City of Celina, TX
City of Cedar Park, TX
City of Clayton, MO
City of Cleburne, TX
City of Conroe, TX
City of Deland, FL
City of DeSoto, TX
City of Duncanville, TX
City of Forest Hill, TX
City of Friendswood, TX
City of Greenville, TX
City of Highland Village, TX
City of Huntsville, TX
City of Hurst, TX
City of Hyattsville, MD
City of Maricopa, AZ
City of Melissa, TX
City of Midlothian, TX
City of Nacogdoches, TX
City of Oak Point, TX
City of Plano, TX
City of Rowlett, TX
City of Seagoville, TX
City of Sedona, AZ
City of Shenandoah, TX
City of Southlake, TX
City of University Park, TX
District of Columbia Superior Courts, DC
Government Finance Officers Association of Texas
Seacoast Utility Authority, FL
Town of Argyle, TX
Town of Flower Mound, TX
Town of Palm Beach, FL

MDSS PHILOSOPHY

MDSS takes a serious approach to customer service and client relations. We strive to deliver more than the client expects and exceed those expectations tenfold. We answer the phone and emails on the weekends and after hours because we understand that if you need to be working, then so do we.

PROJECT TEAM LEADERSHIP

Kenneth P. McLain

After graduating from the University of North Texas in 1997, Kenneth has been involved with municipal governments and helping them become successful by using the internet. He co-created CityBase.Net, Inc., a resource and data portal for cities, and is still associated with the company. In 1999, he was selected by the Government Finance Officers Association of Texas (GFOAT) to build and maintain their web site. He is now their Director of Internet Services.

Kenneth also has served as the creator of web sites for the City of Southlake, City of Sachse, City of Hurst, City of Colleyville and the Government Treasures Officers of Texas (GTOT). Other clients have included the City of Frisco, TXU Energy, Impact DataSource, DMG-Maximus, City of

North Richland Hills and the City of La Porte. Kenneth is an expert in municipal internet issues, and has spoken at the GFOA national conferences in Chicago and New York City.

In 2000, Kenneth was approached by a City Manager to discuss a new topic - Citizen Relationship Management. This new concept was just starting to evolve and find a home in local governments. A year later, he introduced City-CRM, a 100% web based program for cities. Since then, it has been renamed mCRM and was brought under the MDSS family of software products.

Kenneth joined forces with Lewis McLain almost ten years ago to create the mBudget platform. It has now become a complete web based program for cities to prepare their budget. The response has been great from all clients, and he has enjoyed taking the program nationally over the last few years. In 2004, mPersonnel was added to the software lineup. In 2008, mCIP was finalized and installed for new clients.

Kenneth, along with his wife DeAnne, resides in McKinney, TX with their three children: Lindsey, Lillian and Anderson.

Lewis F. McLain, Jr., Training

Academic: Graduated from University of North Texas in December 1971 with a BBA in Accounting. Taught Undergraduate and Graduate Courses at Southern Methodist University (1979 - 1983), University of Dallas (1983) and University of North Texas (1993).

Employment: Boise Cascade Envelope Division – Assistant Controller (1972-1973); Garland - Budget Director (1973-1977); Dallas County - Budget Officer (1977-1979); First National Bank in Dallas – Vice President Public Finance (1979-1980); Fiscal Planning Consultant (1981 - 2001); Director of Administration, North Central Texas Council of Governments (2001-2002); President, CityBase.Net, Inc., (2000-), Principal, McLain Decision Support Systems (2004-), Partner, GovSTAND (2006-).

Consulting Experience:

Areas of Specialty: Impact Fees; Water & Sewer Rate Studies; Stormwater Drainage Fees; Multi-Year Financial Planning; Budgeting & Performance Analyses; Computer Modeling (Excel); Financial Analysis; Build-Out Analysis;

Seminars With National, State and Regional Organizations (100+). Orientation to Microcomputers, Impact Fees, Utility Rate Making, Fiscal Impact Analyses, Budgeting/Multi-Year Financial Planning, Finance/Budget Officer Mentoring and Development and Ethics & Various Managerial Topics. Most Recently Municipal Problem Solving Using Excel as The Analytical Tool.

Other Government Leadership Roles:

Executive Director, GFOAT: Engaged by the Government Finance Officers Association of Texas (GFOAT), an 800+ member organization, to be the contractual Executive Director in a part-time

relationship from 1999 to 2004. Duties included general leadership, coordination and assistance to the GFOAT Board and standing committees. Remained as Newsletter Editor until June 2006.

Recipient of the first GFOAT Ethics Award in 2003 and given the honor of having the award being named, "The Lewis F. McLain, Jr. Ethics in Leadership Award."

Mark Strother, Technology

Mark is the president of Pacific Online, and is in charge of the servers and domains. Please reference the information below for more on Pacific Online.

TECHNOLOGY PARTNERSHIP

MDSS has a technology partnership with Pacific Online. They act as our technology and information technology department. Based in Vancouver, Canada since 1995, Pacific Online has hosted web sites using the latest Microsoft technology. They currently host sites for thousands of customers in countries around the world. Among their customers are individuals, small businesses, charities, governments and the some of the world's largest companies.



Their committed and experienced team of Microsoft experts is dedicated to supporting the latest emerging technology. As a Microsoft Partner and member of the ASP.NET Hosting Advantage Program we work closely with Microsoft to ensure deployment of the latest software in a timely and secure manner.

They have reliable servers and great technology require outstanding support. That is why Pacific Online is dedicated to offering the best support in the hosting industry. We truly are committed their excellence in customer support, competitive prices and maximum uptime to security and attentive service. They are available to us and the client 24 hours a day, seven days a week.



Pacific Online guarantees its network will be available 100% of the time excluding outages that have been scheduled for regular maintenance. Customers are eligible for a credit in the event that the uptime guarantee is not met in any given month.

- 100% Network Uptime
- Shortest path BGP routing
- Multiple Tier 1 upstream providers
- Minimal latency
- 24x7 Network Operations Center
- Cisco powered network
- Dell PowerEdge Servers
- On-site replacement components
- Redundant HVAC
- Particle filtering and humidity control
- UPS and diesel generators
- Pre-action dry pipe fire suppression
- 24x7 on site security
- Closed circuit TV monitoring
- Military grade access control
- Datacenter entries and exits logged
- Firewalls and intrusion protection
- Daily backups with offsite archives



ASP SOLUTION

All three modules are hosting by MDSS. This includes all databases and other software related items. Technically, the only requirement to run the program from the client's perspective is an internet connection, and a recent version of an internet browser. This takes the stress of the information technology department and allows MDSS to completely manage the programs. Other benefits include:

- Eliminate the need to upgrade IT infrastructure.
- Reduced responsibility in terms of upgrades and maintenance.
- Allows MDSS to maintain the program and upgrades without having to be onsite and install patches on every desktop.

mCIP INFORMATION

The mCIP module is a detailed and highly organized software package for managing capital improvement projects. mCIP is a separate product that works in conjunction with all of the MDSS modules. It will allow users to track projects from start to finish, including revenue management, expenditure management, timelines and integrated GIS functions. It is not just a financial decision making tool. It is an agency wide tool: management, administrative, finance and oversight.

PROJECT MANAGEMENT SECTIONS

PROJECT DETAILS

This section contains information related to the projects that are filled in by the users. The default fields include:

- Project Title
- Project ID
- Category
- Expenditure Type
- Budget Category
- Ranking
- Department / Orgunit
- Description
- Justification
- Location
- Year Built
- Condition
- Extent of Use
- Target Completion / Percentage Complete
- Status
- SQFT / Miles



PROJECT DETAILS	EXPENDITURES	CALENDAR & TIMELINE
PROJECT TEAM	PROJECT EVALUATION	REVENUES
HISTORICAL ANALYSIS	GIS	IMAGES AND FILLS

PROJECT DETAILS

New Courtroom (072011-12-101)

PROJECT NAME	New Courtroom	PROJECT NUMBER	CT2011-12-101	PROJECT CATEGORY	City Hall Plaza City Hall Plaza
BUDGET CATEGORY	Construction Construction	RANK / PRIORITY	3 3	DEPARTMENT	N/A N/A
LOCATION	N/A	YEAR FUNDED	N/A	YEAR BUILT	N/A
START DATE	N/A	COMPLETION DATE	N/A	PCT COMPLETE	N/A
STATUS	N/A	STAGE OF PROJECT	N/A	SQFT	N/A
MILES	N/A	PROJECT DESCRIPTION	Addition of courtroom by remodeling unused patio area between the existing court offices and the police department.	PROJECT JUSTIFICATION	This project will allow Sedona to have a fully dedicated court with a jury room, jury box, witness waiting area, facilities for witness interviews, depositions, and victim sequestration and provide additional security measures. At the present time,
IMPACT	The council chamber does not comply with some of the Supreme Court guidelines for court security. For instance, those guidelines stress the importance of not having lightweight moveable furniture, such as chairs, because they can be	NEGATIVE IMPACT	N/A	CONDITION	It does not necessarily require repair, but does involve the remodeling of existing infrastructure by roofing over an open, unused patio area between two existing buildings and then finishing the interior of the resulting new area. It should also be noted
EXTENT OF USE	Based on the court's annual caseload, thousands of people will benefit. The court handles over 4000 cases each year, and most cases require a minimum of three separate appearances by the defendants, often many more, since the court must				

UPDATE PROJECT DETAILS

PROJECT EXPENDITURES / COSTS

These accounts are tied to your financial system. They are entered at the line item level and rolled into the category level. Or if you have our mBudget product, we can tie them into the budget chart of accounts. This tab is built on a roll up philosophy. That means that you can enter multiple categories of expenses (like Operating) and tie them to multiple accounts. The expense categories or cost categories are set up by the City. The default installed fields include:

- Account Number
- Planning FY 1
- Planning FY 7
- Cost Category
- Planning FY 2
- Planning FY 8
- Check Number / ID
- Planning FY 3
- Planning FY 9
- Prior FY / Historical
- Planning FY 4
- Planning FY 10
- Estimate
- Planning FY 5
-
- Proposed
- Planning FY 6



MCLAIN DECISION SUPPORT SYSTEMS
HELPING GOVERNMENTS MAKE BETTER DECISIONS

PROJECT MANAGEMENT
ADMIN FUNCTIONS

***SELECT A PROJECT**
▼
***SELECT A FUNCTION**
▼

PROJECT DETAILS	EXPENDITURES	CALENDAR & TIMELINE
PROJECT TEAM	PROJECT EVALUATION	REVENUES
HISTORICAL ANALYSIS	GIS	IMAGES AND FILES

EXPENDITURES

CRP Package (TT2011-12-103)

LINE ITEMS										
E/A	CATEGORY	ACCOUNT	PRIOR	ESTIMATE	2011	2012	2013	2014	2015	FUTURE
<input type="button" value="EDIT"/>	Technology	25-5245-00-720	\$0	\$50,000	\$45,000	\$5,000	\$0	\$0	\$0	\$0
<input type="button" value="EDIT"/>	Technology	59-5250-01-720	\$0	\$25,000	\$25,000	\$0	\$0	\$0	\$0	\$0
<input type="button" value="EDIT"/>	Technology	24-5245-00-720	\$0	\$50,000	\$45,000	\$5,000	\$0	\$0	\$0	\$0
<input type="button" value="EDIT"/>	Technology	21-5245-00-720	\$0	\$125,000	\$100,000	\$25,000	\$0	\$0	\$0	\$0
<input type="button" value="SAVE"/>	***SELECT A CATEGORY***	***SELECT AN ACCOUNT***								
<input type="button" value="RS"/>	After updating or deleting you must click on the refresh button.									

SUMMARY										
CATEGORY	PRIOR	ESTIMATE	2011	2012	2013	2014	2015	FUTURE		
Technology	\$0	\$250,000	\$215,000	\$35,000	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$250,000	\$215,000	\$35,000	\$0	\$0	\$0	\$0	\$0	\$0

PROJECT REVENUES / FUNDING

These accounts are tied to your financial system. They are entered at the line item level and rolled into the category level. Or if you have our mBudget product, we can tie them into the budget chart of accounts. This tab is built on a roll up philosophy. That means that you can enter multiple categories of revenues (like Grants) and tie them to multiple accounts. The revenue categories or funding categories are set up by the City. The default installed fields include:

- Account Number
- Funding Category
- Payee / ID
- Prior FY / Historical
- Estimate
- Proposed
- Planning FY 1
- Planning FY 2
- Planning FY 3
- Planning FY 4
- Planning FY 5
- Planning FY 6
- Planning FY 7
- Planning FY 8
- Planning FY 9
- Planning FY 10



MCLAIN DECISION SUPPORT SYSTEMS
HELPING GOVERNMENTS MAKE BETTER DECISIONS

PROJECT MANAGEMENT

SELECT A PROJECT VIEW

ADMIN FUNCTIONS

SELECT A FUNCTION VIEW

PROJECT DETAILS	EXPENDITURES	CALENDAR & TIMELINE
PROJECT TEAM	PROJECT EVALUATION	REVENUES
HISTORICAL ANALYSIS	GIS	IMAGES AND FILES

REVENUES

ERP Package (IT2011-12-103)

LINE ITEMS											
E/A	SOURCE	ACCOUNT	PRIOR	ESTIMATE	2011	2012	2013	2014	2015	FUTURE	
EDIT	CFD - Fairfield	24-4000-00-110	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
EDIT	CFD - Summit	25-4000-00-110	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SAVE	***SELECT A CATEGORY***	***SELECT AN ACCOUNT***									
FS	After updating or deleting you must click on the refresh button.										

SUMMARY									
SOURCE	PRIOR	ESTIMATE	2011	2012	2013	2014	2015	FUTURE	
CFD - Fairfield	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CFD - Summit	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$40,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

CALENDAR AND TIMELINE

This tab allows the user to record important meetings, deadlines and other events. It can be incorporated graphically into a Gantt chart. Fields that are installed include:

- Description
- Start Date
- End Date
- Comments

The screenshot shows the top navigation bar with the MCLAIN DECISION SUPPORT SYSTEMS logo and tagline. Below it, a menu bar contains 'PROJECT MANAGEMENT' and 'ADMIN FUNCTIONS'. The main content area has a red header for 'CALENDAR & TIMELINE' and a sub-menu with 'REVENUES' and 'IMAGES & FILES'.

CALENDAR & TIMELINE

ERP Package (IT2011-12-103)

CALENDAR				
E/A	DESCRIPTION	START DATE	END DATE	COMMENTS
SAVE	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<p>PS After updating or deleting you must click on the refresh button.</p>				

PROJECT TEAM MANAGEMENT

The users can keep track of staff and contractors through a variety of fields and data. This is useful to track contact information both on the City side and the vendor / contractor side. Fields that are installed include:

- Last Name
- First Name
- Entity
- Address
- Phone / Fax
- Email
- Cell

The screenshot shows the top navigation bar with the MCLAIN DECISION SUPPORT SYSTEMS logo and tagline. Below it, a menu bar contains 'PROJECT MANAGEMENT' and 'ADMIN FUNCTIONS'. The main content area has a red header for 'PROJECT TEAM' and a sub-menu with 'REVENUES' and 'IMAGES & FILES'.

PROJECT TEAM

ERP Package (IT2011-12-103)

TEAM						
E/A	ENTITY	NAME	EMAIL	PHONE	ROLE / POSITION	COMMENTS
EDIT	Sedone	Barbara Ashley	bashley@sedonkiaz.gov	(928) 204-7193	Finance	
SAVE	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<p>PS After updating or deleting you must click on the refresh button.</p>						

PROJECT EVALUATION

The Project Evaluation tab is comprised of two sections: the evaluation matrix and evaluation questions. This section can be used to help answer questions related to the project and get a general direction and feedback. In the past, several clients have allowed their city councils and other administrators use this section.

- Evaluation Matrix
 - Legal Mandates
 - Fiscal and Budget Impacts
 - Health and Safety Impacts
 - Economic Development Impacts
 - Environmental, Aesthetic and Social Effects
 - Project Feasibility
 - Distributional Effects
 - Impact of Deferral
 - Uncertainty or Risk
 - Relationship to Other Projects
- Evaluation Questions
 - How many months during the year can this project be utilized? If this project is to accommodate peak demand, please explain.
 - Approximately how many citizens will directly benefit from this project? Explain how number was derived.
 - How does this project impact the level of service currently being provided? Does it bring up to the adopted minimum standard? Does it maintain, improve or provide a new level of service?
 - Does this project address life safety issues, health requirements, mandated minimum health or safety standards, or ADA? If so, how?
 - Does this further the County's mission statement or impact the community's quality of life? If so, how?
 - Does this project primarily include repair to existing infrastructure? If so, please explain.
 - Are there any fiscal benefits of constructing this project in conjunction with another city or outside agency project, or is this a multidivisional project? If so, please explain.
 - Will the completion of this project improve the efficiency of current County programs or operations? If so, state which specific operations will be affected and how they will be improved.
 - What are the implications of delaying or deferring this project beyond the year(s) for which funding is requested?

HISTORICAL ANALYSIS

This tab is used to capture data as related to the project in terms of trends, growth, etc. Items can include population numbers, police calls, or number of fire stations. This is an extension of performance measures. The fields that are installed include:

- Unit of Measure
- Prior
- Estimate
- Proposed
- Planning Fiscal Years

The screenshot shows the top navigation bar with the MCLAIN logo and the text "MCLAIN DECISION SUPPORT SYSTEMS HELPING GOVERNMENTS MAKE BETTER DECISIONS". Below this is a secondary navigation bar with "PROJECT MANAGEMENT" and "ADMIN FUNCTIONS". The "PROJECT MANAGEMENT" section contains a dropdown menu labeled "***SELECT A PROJECT***" with a "VIEW" button. The "ADMIN FUNCTIONS" section contains a dropdown menu labeled "***SELECT A FUNCTION***" with a "VIEW" button. Below this is a main navigation menu with tabs: PROJECT DETAILS, PROJECT TEAM, HISTORICAL ANALYSIS (highlighted in blue), EXPENDITURES, PROJECT EVALUATION, GIS, CALENDAR & TIMELINE, REVENUES, and IMAGES AND FILES.

HISTORICAL ANALYSIS

ERP Package (172011-12-103)

ANALYSIS									
E/A	UNIT	PRIOR	ESTIMATE	2012	2013	2014	2015	2016	FUTURE
SAVE									
<p>FB After updating or deleting you must click on the refresh button.</p>									

GIS INTERFACE

The GIS Interface tab is designed to either link to the City's internal mapping system or to a 3rd party platform (such as Google Maps).

The screenshot shows the same top navigation bar as above. The main navigation menu has "PROJECT EVALUATION" and "GIS" (highlighted in blue) selected. The "ADMIN FUNCTIONS" section contains a dropdown menu labeled "***SELECT A FUNCTION***" with a "VIEW" button.

GIS INTERFACE

ERP Package (172011-12-103)



IMAGES AND ATTACHMENTS

The users can upload any amount of files for the project. Examples are:

- Power Points
- Excel Files
- Word Files
- Pictures
- PDFs
- Movies

MCLAIN DECISION SUPPORT SYSTEMS
HELPING GOVERNMENTS MAKE BETTER DECISIONS

PROJECT MANAGEMENT ADMIN FUNCTIONS

SELECT A PROJECT VIEW ***SELECT A FUNCTION*** VIEW

PROJECT DETAILS EXPENDITURES CALENDAR & TIMELINE
PROJECT TEAM PROJECT EVALUATION REVENUES
HISTORICAL ANALYSIS GIS IMAGES AND FILES

IMAGES AND FILES

Uptown Parking Lot Rehabilitation2 (MT2011-104)

File Name:

File on Drive: Browse...

SAVE

File	Delete
Uptown Parking Lot Rehabilitation Memo.pdf	Yes

ADMINISTRATIVE FUNCTIONS

The Administrative Function area is for global admin users. In this section, they can manage categories (described in the following sections), add new projects and run reports.

PROJECT CATEGORIES

Listed below are some examples of Project Categories:

- Airport
- Alley Improvements
- Asset Maintenance and Protection
- Building Construction
- Building Improvements
- Community Services
- Completion of a Current Capital Project

- Contractual Services / Studies
- Economic Development
- Enhance the Effectiveness of City Operations
- Facilities Improvements
- Fields
- General Government
- Golf Course
- Irrigation / Landscaping
- Land Acquisition
- Land Purchase
- Legal or Regulatory Compliance
- Library
- Miscellaneous
- New Equipment or Vehicle
- Park Improvements
- Parks Development
- Protection of Life / Enhancement of Safety
- Public Safety - Fire
- Public Safety - Police
- Public works
- Replacement Equipment or Vehicle
- Sidewalk Improvements
- Signage
- Storm Water
- Street Construction
- Street Lighting
- Street Resurfacing
- Traffic Signals
- Trails
- Transportation
- Trees
- Utility
- Wastewater Collection
- Wastewater Treatment

BUDGET CATEGORIES

Listed below are some examples of Budget Categories:

- Bond Reserve
- Buildings
- Computer
- Equipment
- Furniture and Fixtures
- Heavy Equipment
- Improvement
- Land
- Machinery
- Maintenance
- New
- Replacement
- Vehicles

COST CATEGORIES

Listed below are some examples of Cost Categories:

- Admin/Miscellaneous
- Bond Debt Service
- Building
- Construction
- Design
- Engineering
- Equipment
- Fixtures / Furnishings
- Infrastructure
- Land
- Land Acquisition / Easement
- Legal Services
- Operating Expense
- Personnel
- Planning / Design
- Professional Services
- Supplies / Materials
- Technology
- Vehicle

FUNDING SOURCES / CATEGORIES

Listed below are some examples of Funding Sources or Categories:

- Bond Proceeds
- Bonds
- BONDS
- Contribution
- County Tax
- Federal Aid
- Federal Grant
- Flood Control
- Fund Balance
- General Fund
- Impact Fees
- Investment Income
- Lease
- Operating Revenue
- Sale Proceeds
- Sewer Fund
- State Aid
- State Grant
- Street Fund
- Unfunded
- User Fees

mCIP CUSTOM PROGRAMMING AND REPORTING

It is anticipated that there will be customized programming as it relates to mCIP. This is for those options, colors, header, etc that are specifically related to the County. This will make take the initial program installed with the default options and make it tailored for the County.

Some of these items may or may not include:

- Customized reports with logos, colors, etc.
- Detailed GIS maps and other graphics.

mCIP DATA EXPORTS

As related to the reporting, all screens and tabs can be exported to Excel, Word and printer friendly screens. In addition, all reports in the ReportServer can be exported to PDF, TIF, XML and CSV files. In the past, clients have requested certain downloads or exports for screens. Of

course, this is expected throughout the life of the contract and can easily be customized to meet the needs of the individual client.

SERVER INFRASTRUCTURE AND DATACENTER

Pacific Online dedicated servers combine the world class Dell server technology with our state-of-the-art datacenter to offer the best overall value for your dedicated server solution. Every dedicated server includes initial OS installation, major service pack upgrades, critical patches, daily backups, reboots and OS re-imaging when necessary.

Our datacenter has been designed from the ground up to provide maximum uptime through the use of state-of-the-art technology. Extensive UPS and generator systems ensure a clean supply of uninterrupted power. Redundant air conditioners, with comprehensive environmental and climate monitoring, ensure provide reliable cooling and server friendly humidity levels. Security measures include closed circuit television monitoring, personalized access cards, highly secure man traps, and security officers on site. All door access is monitored, recorded and time stamped.

The Network Operations Centre is manned 24 hours a day, 7 days a week. Of course a world-class datacenter needs a world-class network to back it up. By connecting only with globally based Tier 1 Internet providers, public Network Access Points (NAPs), as well as hundreds of peering partners worldwide, our clients receive unsurpassed network performance that other carriers find difficult to match.

DELL SERVERS

All servers are Dell PowerEdge Servers, set up on their own IP address and bandwidth allotment. These are reliable servers that we have used for all clients and have shown outstanding dependability. The following is an anticipated Server setup:



Processor: 2.8 GHz Quad Core Intel Xeon

Operating System: Windows Server 2008R2

Memory: 16gb

Hard Drives: 2 x 450 GB (15,000 RPM SAS) mirrored RAID 1

Database: SQL Server 2008R2

DATA BACKUP AND SAFETY PRECAUTIONS

All data, databases and code are backed up hourly throughout the budget season. The backed up files are saved in multiple locations, both on site and off site, and in different parts of the country. Also, if requested, an FTP server site can be set up for the client so you can download the backed up files and save them on your own devices. As added insurance, all code files are given to the client to be kept in a secure location.

Also, all pages are installed on a 128-bit encryption SSL. SSL certificates allow you to conduct business online - safer and faster. A SSL certificate is represented by the "lock" appearing in the corner of your browser. It contains your name, a serial number, expiration dates, a key for encrypting and decrypting information and the digital signature of the issuing authority that customers can use to verify that the certificates are real.

We offer GeoTrust Quick SSL certificates. GeoTrust is the safest and fastest growing second largest Certification Authority worldwide, and are compatible with 99% of all web browsers. The certificates immediately establish and confirm encrypted, confidential and secure communications and will help you develop a strong and trusting relationship with your customers.

SQL SERVER 2008 R2

Each server contains a license for SQL SERVER 2008 R2. This will allow the program to operate at maximum capacity and efficiently. By utilizing the Enterprise Edition, the County will not have any limitations on users or the number of processes per users. The following information is taken from the Microsoft web site and can be found at:

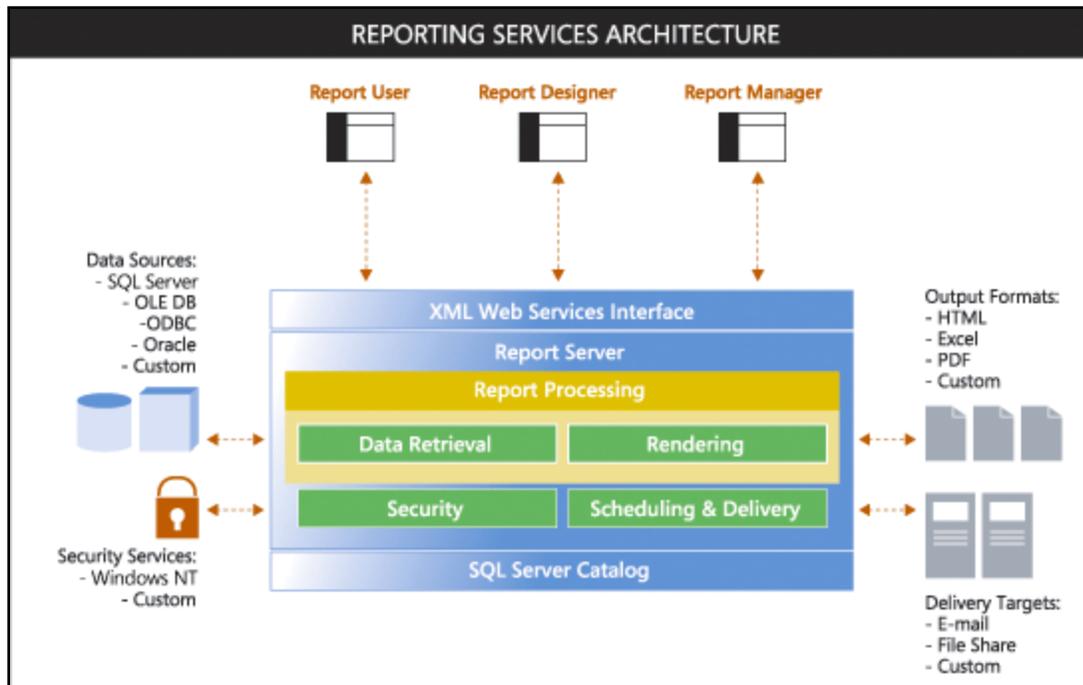
<http://www.microsoft.com/sqlserver/2008>.



SQL SERVER 2008 REPORTING SERVICES

All modules include a license for and utilize SQL Server Reporting Services as the primary reporting tool. This allows MDSS to quickly deploy reports across the organization and for the County to view, download and print the reports. The following information is taken from the Microsoft web site and can be found at:

<http://www.microsoft.com/sqlserver/2008/en/us/reporting.aspx>.



OVERVIEW OF REPORTING SERVICES

Microsoft SQL Server 2008 Reporting Services provides a complete, server-based platform designed to support a wide variety of reporting needs enabling organizations to deliver relevant information where needed across the entire enterprise.

Top New Features

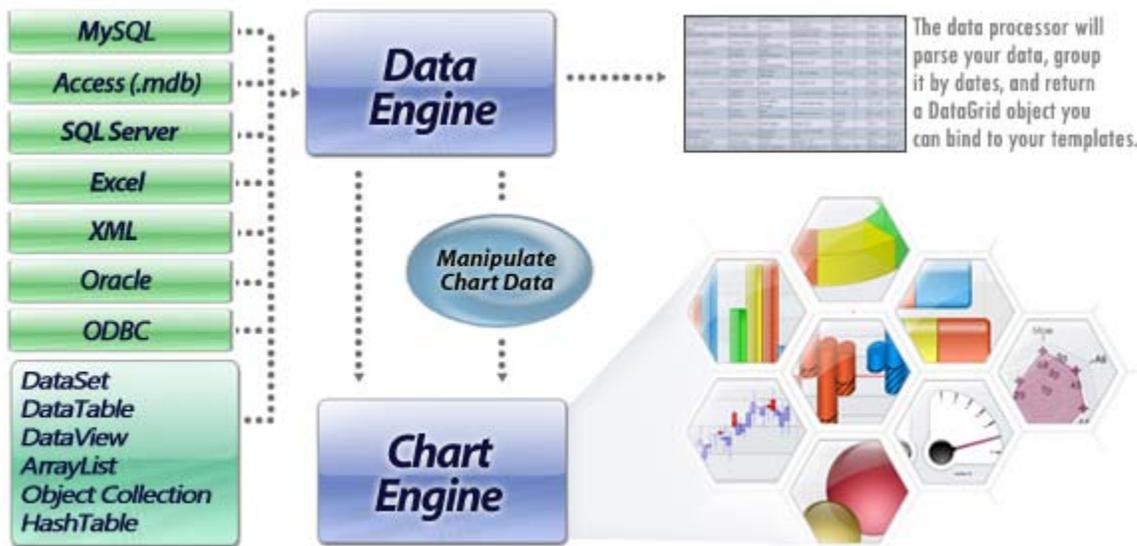
- Design reports with any structure by using the new unique layout capabilities of Flexible Report Layout.
- Benefit from enhanced performance and scalability to reach all users throughout the enterprise.
- Render reports into Microsoft Office Word format.
- Integrate Reporting Services with Microsoft Office SharePoint Services for central delivery and management of business insight.
- Create reports with richly formatted text.
- Display data graphically with enhanced visualization capabilities.
- Empower business users to create dashboards connected to company databases.
- Extend and maximize the value of your current IT solutions with highly visual front-ends.
- Develop live business dashboards without writing a single line of code.
- Deliver up-to-the-second views of your business performance

.NET CHARTING

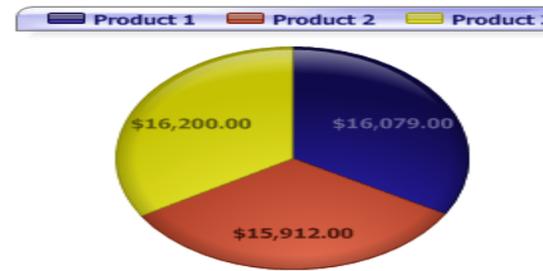
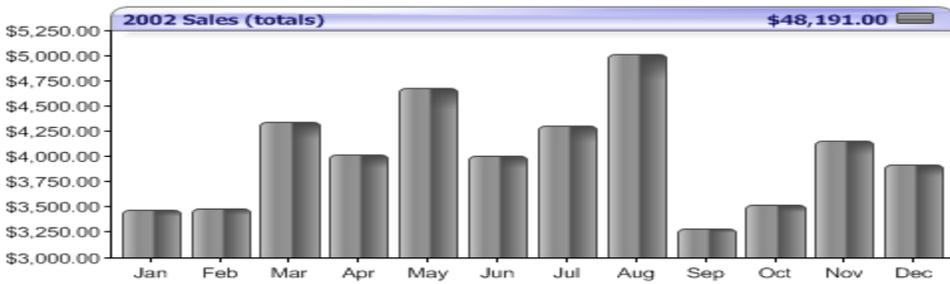
.netCharting, a real time ASP.Net graphics tool, will be installed and utilized for graphics throughout all three modules. The following information was taken from the .netCharting web site and can be found at:

<http://www.dotnetcharting.com/home.aspx>

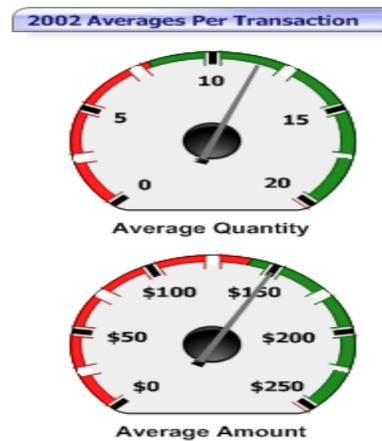
.netCHARTING combines visually stunning graphics and a comprehensive interface to bring you one of the most compelling charting solutions available for any platform.



.netCHARTING utilizes the .NET framework and GDI+ providing a managed charting solution for C# and VB.NET developers working with ASP.NET or WinForms. Using the latest Microsoft technologies has enabled us to step beyond existing visual charting standards and produce visuals much stronger than typical dynamic charting solutions.



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1	\$1,244.00	\$1,200.00	\$1,374.00	\$1,355.00	\$1,508.00	\$1,348.00	\$1,555.00	\$1,621.00	\$1,137.00	\$1,314.00	\$1,320.00	\$1,103.00
2	\$1,167.00	\$1,318.00	\$1,367.00	\$1,191.00	\$1,654.00	\$1,192.00	\$1,451.00	\$1,652.00	\$976.00	\$1,056.00	\$1,384.00	\$1,504.00
3	\$1,058.00	\$967.00	\$1,600.00	\$1,468.00	\$1,512.00	\$1,470.00	\$1,301.00	\$1,735.00	\$1,172.00	\$1,146.00	\$1,458.00	\$1,313.00
Total	\$3,469.00	\$3,485.00	\$4,341.00	\$4,014.00	\$4,674.00	\$4,010.00	\$4,307.00	\$5,008.00	\$3,285.00	\$3,516.00	\$4,162.00	\$3,920.00



IMPLEMENTATION AND TRAINING

MDSS will meet with the staff to formulate and design a layout that will best fit each client's needs. A sample outline is as follows:

1. Meet with the Finance, Budget, Human Resources and IT departments and with Administration to discuss an overview of the system.
2. Establish all budgetary charts of accounts, including fund, department, division and expenditures account numbers and titles.
3. Receipt of both historical data and current year budget data to upload all information possible in order to save start-up time for the staff.
4. Testing of the system with key Budget officials before going live.
5. Train all staff that will require access to the program. This is expected to be at least two full-day training sessions in order to ensure that all budget managers are completely instructed on login, data entry and report generation tasks.
6. Assist the staff throughout the entire budget preparation and multi-year financial planning process. We assist you in the monitoring of the progress of the budget preparation.

7. Post-budget assessment for reasonable changes and improvements that can better assist the next budget cycle.
8. The project is considered implemented when the staff is satisfied with all modules and all budgets users are trained and using the system.

Our goal is to train the trainers. That is, teach each client how to use the system in that they can teach others. Your success is our success.

SUPPORT, MAINTENANCE AND WARRANTY

MDSS will provide all training and support for the life of the contract. The training includes full technical assistance for using the software provided by Kenneth P. McLain and by Lewis F. McLain, Jr., a thirty-five year veteran in government budgeting. This contract will require a high degree of involvement by key financial staff members or additional consultants if the staff is not able to commit sufficient time to internally coordinate this project. However, it is expected that internal staff coordinators can be sufficient if the level of staff involvement is equal to or greater than is usually required during budget preparation and multi-year financial planning in any given year.

MDSS also conducts a user's group meeting every year, usually in October or November. This provides a forum for all users to interact with MDSS and with each other to help make the system better and a more robust product. All training manuals, forums and frequently asked questions are kept updated online for all users. MDSS is available 24x7 via telephone, email, fax or mail. The preferred contact with all clients is email, so that there is documentation on both sides to better track the problem and the remedy.

The MDSS contract covers any updates, changes or additions to the software code and the contents. This includes future versions of the software, any updates to the problems content, or to add or subtract staff from the system. The County and the clients will automatically receive upgrades at no charge throughout the life of the contract. It is possible that add-on products will be developed and offered in the future for an additional cost. For instance, the mPersonnel software was not a part of the original mBudget software and is an add-on product. On the other hand, there have been substantial enhancements to the mBudget and mPersonnel software products that have been provided to our clients at no additional costs.

The mBudget system can grow substantially with the client. It is expected that each client the County will be adding new users to the system every year, and MDSS is ready to handle the growth. There is no additional cost for each to expand the number of budget users.

All modules are constantly updated throughout the budget season. As each client is added to the MDSS family, new ideas and functions are added. All of the updates and upgrades are included in the contract throughout the life of the contract.

Also, the warranty for the software is for the life of the contract.

PRICING AND LICENSING

The contract amount is for a five-year period, renewed annually. All costs include implementation, training and ongoing support and maintenance. This also **includes unlimited amount of users and licensees**. The renewal amount for the remaining periods of the contract, which covers all maintenance and adaptation to individual client needs, installation and training, is also listed below:

Year one purchase price: \$5,000.

The annual renewal rate is \$2,500 per year. This is a fixed yearly amount, and does not increase. For example, over five years:

2010: \$5,000

2011: \$2,500

2012: \$2,500

2013: \$2,500

2014: \$2,500

2015: \$2,500



Date: 03/15/2011

Contact: Andrea Gardner, City Manager

Information

SUBJECT

Consideration and action on authorizing the Mayor to execute a letter to the Federal Legislative Officials regarding the impact of HR 1 on the Texas Workforce System. **Andrea M. Gardner, City Manager**

BACKGROUND/HISTORY

HR 1 completely zeroes out all new funding for Workforce Investment Act's (WIA) (Title I) Adult and Dislocated Workers and Youth formula grant programs in Program Year 2011. In addition, HR 1 eliminates nearly all funding for WIA's national discretionary grants and rescinds \$175 million in unobligated Dislocated Worker Reserve and Emergency Grant funding. As of July 1, 2011, no new WIA grants to states and local workforce areas under the current proposed Continuing Resolution (CR).

Department of Labor (DOL) reports that the WIA system carried over \$1.1 billion from PY 2009 to PY 2010. The data represents a 28% carryover of the total available in PY 2009; however, much of the carryover isn't actually available though shown as unexpended. The dollars are either obligated or encumbered, particularly at the current time of increased demand for training services. States and local areas that have provided increased levels of services to meet demand will likely have very little true carryover to provide services for PY 2011 should the cuts be enacted.

FINDINGS/CURRENT ACTIVITY

Should the House version of the Federal Budget pass, the impact to Texas includes the following:

- 148 of 227 one-stop centers will close July 1, 2011
- 2,000 staff will be laid off July 1, 2011
- Texas will lose about \$170 million in WIA funding

Should the House version of the Federal Budget pass, the impact to Central Texas includes the following:

- 4 of 6 one-stop centers will close July 1, 2011
- Customers in six rural counties will have to drive 1+ hours to receive staff assisted workforce services
- 40 of 87 staff will be laid off July 1, 2011
- 46% reduction in staff to provide services to job seekers and business owners

The average number of customers served and trained by Texas Workforce Program from PY 2007 to PY 2009 are as follows:

Program/Population	Statewide Average PY07-PY09	Central Texas Average PY07-PY09
Unemployment Insurance (UI) Claimants & UI Exhaustees	729,740	12,663
WIA Adult Served	34,606	353
WIA Dislocated Workers Served	15,895	600
WIA Youth Served	26,207	509
WIA In Training	24,264	644

The average number of job seekers entering employment from PY 2007 to PY 2009 are as follows:

Program/Population	Statewide Average PY07-PY09	Central Texas Average PY07-PY09
---------------------------	------------------------------------	--

Unemployment Insurance (UI) Claimants & UI Exhaustees	280,201	4,407
WIA Adult	12,966	80
WIA Dislocated Workers	5,104	171
WIA Youth Placed in Employment or Education	4,324	81

On March 4, 2011, the Senate unveiled a draft budget containing \$51 billion in cuts. The Workforce was not included in the proposed cuts; however, passage of the proposed budget by the Senate is unclear.

ACTION OPTIONS/RECOMMENDATION

City staff recommends the City Council authorize the Mayor to execute a letter to the Federal Legislative Officials regarding the impact of HR 1 on the Texas Workforce System.

Attachments

Link: [Draft of Letter](#)

March 16, 2011

The Honorable XXX
XXX
XXX

Ref: Adverse Impact of H.R. 1 on Workforce Services to Business and Job Seekers

Dear Congressman XXX:

As a community representative on the Workforce Board in Central Texas, I write to express my extreme concern regarding proposed cuts to funding of the Workforce Investment Act of 1998 (WIA). While I admire efforts to reduce the deficit and eliminate duplication whenever possible, I believe the plans to eliminate funding for WIA services, as proposed in H.R. 1, fails to take into consideration recommendations made in the January 2011 GAO report on Multiple Employment and Training Programs. Although the report does identify national issues, the best advice in the report is to reauthorize WIA to mirror the integrated systems found in Texas and Florida.

The Central Texas Workforce Area includes seven counties; 1 urban and 6 rural. Specific to Central Texas, following are some substantial benefits obtained in 2010 and related potential impacts projected for 2011 when services are cut by 46% if H.R. 1 were to be enacted; this is particularly devastating when considering that the cuts would be even larger if Texas did not already have an integrated system.

- Services were provided for 45,825 job seekers in 2010; that number will be reduced to 24,746 under the proposed funding.
- In 2010, provided staff-assisted, direct services for over 29,889 local job seekers find jobs; 2011 with 46% reduction, 16,140 local job seekers could get help finding jobs.
- Assisted 4,367 laid off workers transition from dislocation into new jobs; in 2011 proposed reductions would mean over 2,000 dislocated workers will not receive the assistance they need to rapidly return to the workforce.
- Workforce Center staff provided over 232,450 employment and training services to connect local job seekers with job openings in 2010; services will be reduced to 174,119 in 2011 under H.R. 1.

In addition to this data, Central Texas has specific success stories for both business and job seekers which I will gladly make available to you. As one example among many, a military spouse came to Fort Hood with a Bachelor's degree, took Texas teacher certification courses and is now working at a local elementary school.

Again, I admire efforts to improve and streamline government services. However, I do not believe local businesses have the resources necessary to hire a skilled, work-ready job applicant without a fully-staffed integrated workforce service system. Should H.R. 1 move forward, I strongly believe the legislative proposal will dismantle the workforce system and drastically impact business' bottom line.

Sincerely,

John Hull, Mayor

Date: 03/15/2011

Contact: Andrea Gardner, City Manager

Information

SUBJECT

Consideration and action on approving a resolution supporting House Joint Resolution 56 calling for an amendment to the Texas Constitution to prohibit imposing unfunded mandates on local governments.

Andrea M. Gardner, City Manager

BACKGROUND/HISTORY

Representative Burt Solomons of Carrollton wrote House Joint Resolution 56 aimed to restrict the state from creating, modifying or expanding an activity within local governments that would require additional expenditures without providing payment or reimbursement outside of the local government's current sources of revenue. Several members of the House of Representatives co-authored the proposed legislation that was filed on January 12, 2011.

FINDINGS/CURRENT ACTIVITY

Each year, the City of Copperas Cove is negatively impacted by unfunded mandates from the State. Some include but are not limited to the following:

- The Disabled Veteran exemption from property tax
- TCEQ fee increases on water and waste water licensing
- Reductions in TxDOT funding limiting State participation in financing new roadway projects
- Adoption of NFPA 1851 - standard on structural fire fighter personal protective equipment (PPE)
- TCFP fee increases for fire fighter certification
- TDSHS fee increases for EMS certification of paramedics and emergency medical technicians

Often times, the unfunded mandates create budget shortfalls for local governments and generate to raise user fees and taxes to the citizens.

ACTION OPTIONS/RECOMMENDATION

City staff recommends the Council approve a resolution supporting House Joint Resolution 56 calling for an amendment to the Texas Constitution to prohibit imposing unfunded mandates on local governments.

Attachments

Link: [Unfunded Mandates resolution](#)

RESOLUTION NO. 2011-09

**A RESOLUTION OF THE CITY OF COPPERAS COVE,
TEXAS, SUPPORTING HOUSE JOINT RESOLUTION 56
CALLING FOR AN AMENDMENT TO THE TEXAS
CONSTITUTION TO PROHIBIT IMPOSING UNFUNDED
MANDATES ON LOCAL GOVERNMENTS.**

WHEREAS, The rising costs of local government are driven by two main factors: growth in demand as the population grows and growth in required services or levels of service mandated by the state; and

WHEREAS, Many in state government rightly oppose unfunded federal mandates on the states, yet every legislative session at least a few new unfunded mandates on local governments are passed; and

WHEREAS, The time delay between the legislature mandating a certain level of services and the setting of local budgets to provide those services, Copperas Cove residents often do not know whom to hold accountable for the budget decisions that must be made to accommodate unfunded mandates; and

WHEREAS, HJR 56 provides cities, counties and community colleges with protection against unfunded mandates by providing that a mandate on local government that requires the spending of additional local funds has no effect unless the state provides funding or reimbursement; and

WHEREAS, HJR 56 is modeled on the same practice the legislature has followed for many years in establishing new mandates on state agencies – if a proposed mandate increases costs, a legislator must have funds included in the appropriations act or identify a new funding source to pay for the new mandates; and

WHEREAS, HJR 56 is a budgetary reform measure that provides an incentive for the legislature to tie funding to mandates passed on to local governments; and

WHEREAS, HJR 56 will improve accountability to taxpayers and voters and represents common sense reform that both statewide and local constituents are demanding.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF
COPPERAS COVE SUPPORTS THE PASSAGE OF HJR 56 AS FILED BY
REPRESENTATIVE SOLOMONS TO PROVIDE RELIEF FROM UNFUNDED
MANDATES FOR LOCAL GOVERNMENTS.**

PASSED, APPROVED, AND ADOPTED on this 15th day of March 2011 at a regular meeting of the City Council of the City of Copperas Cove, Texas which meeting was held in compliance with the Open Meetings Act, *Tex. Gov't Code*, §551.001, et.seq. at which meeting a quorum was present and voting.

John Hull, Mayor

ATTEST:

Jane Lees, City Secretary

APPROVED AS TO FORM:

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

Date: 03/15/2011

Contact: Joseph Pace, Planner

Information

SUBJECT

Public hearing and action on the final plat of Skyline Flats, Phase Two, Section One. **Joseph Pace, Planner**

BACKGROUND/HISTORY

Mitchell & Associates, Inc., agent for Bellpas, Inc., submitted an application on November 15, 2010, for a final plat on Skyline Flats, Phase Two, Section One. On December 6, 2010, the Planning and Zoning Commission (P&Z) recommended City Council approve the final plat. City Council unanimously approved the final plat for Skyline Flats, Phase Two, Section One, on January 10, 2011.

FINDINGS/CURRENT ACTIVITY

Mitchell & Associates, Inc. agent for Bellpas, Inc., submitted an application on January 31, 2011, for a final plat for Skyline Flats, Phase Two, Section One. The newly submitted plat increased the lot sizes in Block Two: thereby reducing the number of lots in Block Two from 14 to 13. The decrease in lots in Block Two reduced the overall number of lots in the final plat from 32 to 31.

The final plat request is not considered a "replat" or an "amending plat" since the final plat, approved by City Council on January 4, 2011, has not been recorded with the Coryell County Clerk's Office. Therefore, the final plat request should be considered as an entirely new final plat. The P&Z held a public hearing on February 28, 2011, and in a unanimous vote, recommended approval of the final plat.

ACTION OPTIONS/RECOMMENDATION

P&Z and City staff recommend the City Council approve the final plat for Skyline Flats, Phase Two, Section One.

Fiscal Impact

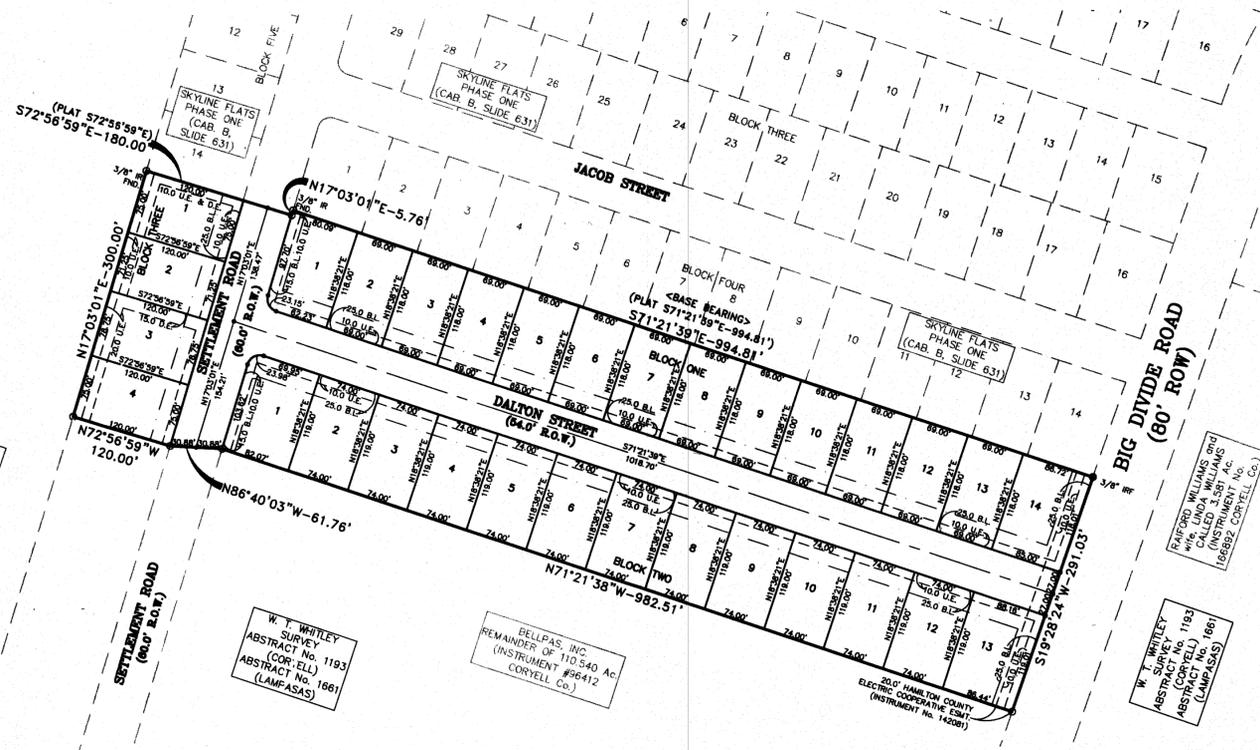
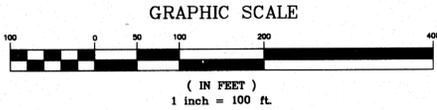
FINANCIAL IMPACT:

None

Attachments

Link: [New Skyline Flats Plat](#)

Link: [Old Skyline Flats Plat](#)



BELLPAS, INC.
REMAINDER OF 110.540 AC.
(INSTRUMENT #96412
CORYELL CO.)

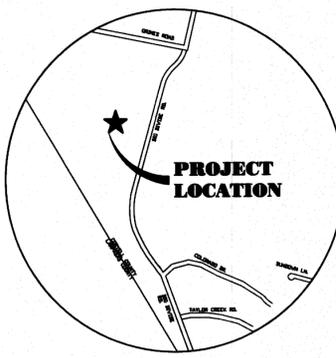
W. T. WHITLEY
SURVEY
ABSTRACT No. 1193
(CORYELL)
ABSTRACT No. 1661
(LAMPASAS)

W. T. WHITLEY
SURVEY
ABSTRACT No. 1193
(CORYELL)
ABSTRACT No. 1661
(LAMPASAS)

BELLPAS, INC.
REMAINDER OF 110.540 AC.
(INSTRUMENT #96412
CORYELL CO.)

PAFFORD WILLIAMS SR.
W. T. WHITLEY
SURVEY
ABSTRACT No. 1193
(CORYELL)
ABSTRACT No. 1661
(LAMPASAS)

W. T. WHITLEY
SURVEY
ABSTRACT No. 1193
(CORYELL)
ABSTRACT No. 1661
(LAMPASAS)



VICINITY MAP
SCALE: N.T.S.

- NOTES:**
1. ALL RIGHT-OF-WAY RETURN RADII ARE 15.0'.
 2. ADDITIONAL ELECTRIC UTILITY EASEMENT 2.5' ON EITHER SIDE OF SERVICE LINE FROM THE TRANSFORMER TO THE METER.
 3. ALL CORNERS ARE 1/2" IRON RODS WITH CAPS SET, UNLESS OTHERWISE NOTED
 4. ALL OPEN DRAINAGE CHANNELS MUST BE A MINIMUM OF 90% VEGETATED WITHIN ONE YEAR OF ACCEPTANCE, INCLUDING ALONG BIG DIVIDE ROAD
 5. WATER SERVICE PROVIDED BY CITY OF COPPERAS COVE. CCN #10449
 6. ELECTRIC SERVICE PROVIDED BY HAMILTON COUNTY ELECTRIC COOPERATIVE ASSOCIATION.
 7. LOTS ALONG BIG DIVIDE ROAD SHALL NOT HAVE DRIVEWAY ACCESS TO BIG DIVIDE ROAD.
 8. 4' SIDEWALKS SHALL BE INSTALLED AS EACH LOT IS BEING DEVELOPED ADJACENT TO ALL PUBLIC STREETS INCLUDING BIG DIVIDE ROAD, PER CITY OF COPPERAS COVE STANDARDS.
 9. ALL INTERIOR LOT CORNERS MARKED WITH 1/2" IR & CAP STAMPED "M & ASSOC., KILLEEN" SET AFTER CONSTRUCTION COMPLETED.
 10. INTERIOR SIDE BUILDING LINE = 7.5'
REAR BUILDING LINE = 25.0'
 11. PROPERTY OWNER:
WESLEY ATKINSON
P.O. BOX 280
KEMPNER, TX 76539
(254) 290-9869

The Coryell County Tax Office, the taxing authority for all entities in Coryell County, Texas does hereby certify that there are currently no delinquent taxes due or owing on the property described by this plat.

Dated this _____ day of _____, A.D. 2011

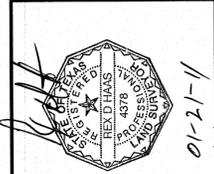
CORYELL COUNTY TAX OFFICE

BY: _____

FILED FOR RECORD this _____ day of _____, 2011, in Cabinet _____
Slide _____, Plat Records of Coryell County, Texas. Dedication Instrument
in Instrument # _____, Deed Records of Coryell County, Texas.

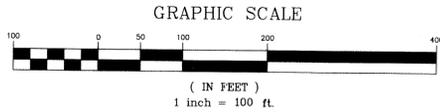
No.	DATE	REMARKS	BY
1	1/14/2011	LOT SIZES/LOT 1-14, BLOCK 2 FRB	

SKYLINE FLATS PHASE TWO, SECTION ONE
COPPERAS COVE, CORYELL COUNTY, TEXAS
FINAL PLAT



MITCHELL & ASSOCIATES, INC.
ENGINEERING & SURVEYING
102 N. COLLEGE
KILLEEN, TEXAS 76541
PHONE: (254) 634-5541
FAX: (254) 634-2141
TEXAS BOARD OF PROFESSIONAL ENGINEERS FIRM REGISTRATION NO. 1241
T. B. L. S. FIRM REGISTRATION NO. 100204-00

DWG No. 10-307-d
DATE: OCT. 2010
SCALE: 1"=100'
REF.: 06-504-D
SHEET: 3
BLOCKS: 3
LOTS: 31
AREA: 7.834 AC.



BELLPAS, INC.
REMAINDER OF 110.540 AC.
(INSTRUMENT #96412
CORYELL CO.)

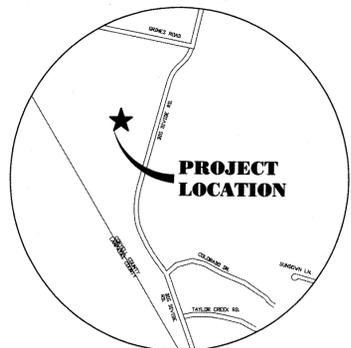
W. T. WHITLEY
SURVEY
ABSTRACT No. 1193
(CORYELL)
ABSTRACT No. 1661
(LAMPASAS)

W. T. WHITLEY
SURVEY
ABSTRACT No. 1193
(CORYELL)
ABSTRACT No. 1661
(LAMPASAS)

BELLPAS, INC.
REMAINDER OF 110.540 AC.
(INSTRUMENT #96412
CORYELL CO.)

W. T. WHITLEY
SURVEY
ABSTRACT No. 1193
(CORYELL)
ABSTRACT No. 1661
(LAMPASAS)

PAUL W. WILLIAMS CIVIL
ENGINEER
1001 N. COLLEGE
KILLEEN, TEXAS 76541
PHONE: (254) 634-5541
FAX: (254) 634-2141
T. & P. L. S. FIRM REGISTRATION NO. 102094-00



VICINITY MAP
SCALE: N.T.S.

- NOTES:**
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 - INTERIOR SIDE BUILDING LINE = 7.5'
REAR BUILDING LINE = 25.0'
 - PROPERTY OWNER:
WESLEY ATKINSON
P.O. BOX 280
KEMPNER, TX 76539
(254) 290-9869

The Coryell County Tax Office, the taxing authority for all entities in Coryell County, Texas does hereby certify that there are currently no delinquent taxes due or owing on the property described by this plat.

Dated this _____ day of _____, A.D. 2010

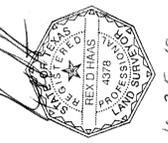
CORYELL COUNTY TAX OFFICE

BY: _____

FILED FOR RECORD this _____ day of _____, 2010, in Cabinet _____ Slide _____, Plat Records of Coryell County, Texas. Dedication Instrument in Instrument # _____, Deed Records of Coryell County, Texas.

SKYLINE FLATS PHASE TWO, SECTION ONE
COPPERAS COVE, CORYELL COUNTY, TEXAS

FINAL PLAT



MITCHELL & ASSOCIATES, INC.
ENGINEERING & SURVEYING
1027 N. COLLEGE
KILLEEN, TEXAS 76541
PHONE: (254) 634-5541
FAX: (254) 634-2141
TEXAS BOARD OF PROFESSIONAL ENGINEERS FIRM REGISTRATION NO. 3241
T. & P. L. S. FIRM REGISTRATION NO. 102094-00



DWG. No.	DATE	SCALE	REF.	AREA
10-307-D	OCT. 2010	1"=100'	08-504-D	7.834 AC.
			3 LOTS	
			3 BLOCKS	

No.	DATE	REMARKS	BY

Date: 03/15/2011

Contact: Andrea Gardner, City Manager

Information

SUBJECT

Consideration and action on authorizing the City Manager to revoke the thirty (30) days notice provided to First Southwest Asset Management, Inc. and authorize execution of an amendment to the agreement dated March 27, 2009. **Andrea M. Gardner, City Manager**

BACKGROUND/HISTORY

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

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

In November 2010, the City met with a representative from a competing firm and received a quotation for services. Comparing the fees charged by First Southwest to the competing firm, created the realization the City wasn't under agreement at a rate considered in the best interest of the City.

FINDINGS/CURRENT ACTIVITY

On January 15, 2011, the Council authorized a thirty (30) day notice be provided to First Southwest Asset Management, Inc.

First Southwest contacted the City Manager upon receipt of the cancellation notice and requested an opportunity to revise the fee schedule included in the March 27, 2009 agreement. Therefore, the City Manager through the Purchasing Officer requested proposals be obtained from two other firms providing a total of four proposals for the City to consider and evaluate. A compilation of the proposals is provided below:

Proposals for Arbitrage Rebate Compliance

Description	BNY Mellon	ACS	BLX	First Southwest
Base Fees:				
Annual Report	\$1,500.00	\$950.00	\$1,250.00	\$950.00
Multi-Year Reports (Optional):				
Two Year Report	\$2,000.00	\$1,450.00	\$1,750.00	\$1,900.00
Three Year Report	\$2,500.00	\$1,950.00	\$2,250.00	\$2,850.00
Four Year Report	\$3,000.00	\$2,450.00	\$2,750.00	\$3,800.00
Five Year Report	\$3,500.00	\$2,950.00	\$3,250.00	\$4,750.00
The Annual Report Fee Includes:				
On-Site Document Collection	Not Specified	Included	Included	Included
On-Site Personnel Training	Not Specified	Included	Included	Included
Calculation of Arbitrage Rebate Liability	Included	Included	Included	Included
Calculation of the Project Fund Yield Restriction Liability	\$250	Included	Included	Included
Uncommingling of Funds	\$500	Included	Included	Included
Legal Opinion	Not Specified	Included	Included	Not Included
Spending Exception Calculations	\$500	Included	Included	Included
Amendment(s) of Calculations if Affected by Regulation Changes	Not Specified	Included	Included	Included
Preparation of Form 8038-T	Not Specified	Included	Included	Included
Record Retention	Not Specified	Included	Included	Included
IRS Audit Assistance	Not Specified	Included	Included	Included
Transferred Proceeds Transactions Due to Refundings	\$500 per refunding	Not Specified	Included	Not Specified
Variable Rate Bond Issues	\$500	Not Specified	Included	Not Specified
Inclusion of Qualified Hedge Transactions in Bond Yield Calculation	\$1,000	Not Specified	Included	Not Specified
Debt Service Fund and Reserve Fund Allocations	\$500	Not Specified	Included	Included
Universal Cap Calculations	Not Specified	Not Specified	Included	Included
IRS Refund Request	Not Specified	Not Specified	Not Requested	\$750
Commercial Paper Calculation (Per Issue)	Not Specified	Not Specified	Included	\$1,600
Off-Site Personnel Training (Course Fee Waived)	Not Specified	Not Specified	Included	Yes

ACTION OPTIONS/RECOMMENDATION

City staff recommends that City Council authorize the City Manager to revoke the thirty (30) days notice provided to First Southwest Asset Management, Inc. and authorize execution of an amendment to the agreement dated March 27, 2009.

Fiscal Impact

FINANCIAL IMPACT:

The fee in the existing agreement is \$2,000 per annual report and the revised fee will be \$950 per report.

Attachments

Link: [First Southwest Agreement](#)

Link: [Amendment One](#)

Link: [Appendix A to Amendment 1](#)

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

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

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

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

Covenants of First Southwest

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

Covenants of the Issuer

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

Bonds Issued Subsequent to Initial Contract

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

Effective Date of Agreement

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

Acceptance of Agreement

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

Governing Law

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

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

Respectfully submitted,

FIRST SOUTHWEST ASSET MANAGEMENT, INC.

By Hill A. Feinberg

Hill A. Feinberg, Chairman & Chief Executive Officer

Date _____

ISSUER'S ACCEPTANCE CLAUSE

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

By Andrea Gardner
Authorized Representative

Title City manager

Printed Name ANDREA GARDNER

APPENDIX A - FEES

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

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

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

EXPLANATION OF ADJUSTMENTS TO BASE FEE

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

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

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

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

Per issue fees for each circumstance itemized below shall be:

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

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

**FIRST AMENDMENT TO AGREEMENT FOR
ARBITRAGE REBATE COMPLIANCE SERVICES**

WITNESSETH:

WHEREAS, the City of Copperas Cove (the "Issuer"), and First Southwest Asset Management, Inc. ("First Southwest"), previously entered into a certain Agreement for Arbitrage Rebate Compliance Services, effective as of March 27, 2009 (the "Agreement"); and

WHEREAS, the Issuer and First Southwest desire to amend the Agreement to adjust the fees to be charged for the provision of such Arbitrage Rebate Compliance Services.

NOW THEREFORE, the Issuer and First Southwest, in consideration of the mutual covenants and agreements contained in the Agreement and those set forth herein, do hereby agree to amend the Agreement as follows:

AMENDMENTS

The section entitled "Appendix A - Fees" set forth in the Agreement shall be replaced in its entirety with the sections entitled "Appendix A - Fees" and "Explanation of Terms" attached hereto as Attachment A.

MODIFICATIONS

The Agreement, except as amended by this First Amendment to Agreement for Arbitrage Rebate Compliance Services, remains in effect in all other respects.

IN WITNESS WHEREOF, the parties have made and executed this Amendment in multiple copies, each of which shall be an original, effective as of March _____, 2011.

FIRST SOUTHWEST ASSET MANAGEMENT, INC.

By: Rebecca Vega
Rebecca Vega
Senior Vice President

CITY OF COPPERAS COVE

By: _____

Name: _____

Title: _____

APPENDIX A - FEES

The Obligations to be covered initially under this contract include all issues of tax-exempt obligations delivered subsequent to the effective dates of the rebate requirements, under the Code, except as set forth in Section I of the Agreement.

The fee for any Obligations under this contract shall only be payable if a computation is required under Section 148(f)(2) of the Code. In the event that any of the Obligations fall within an exclusion to the computation requirement as defined by Section 148 of the Code or related regulations and no calculations were required by First Southwest to make that determination, no fee will be charged for such issue. For example, certain obligations are excluded from the rebate computation requirement if the proceeds are spent within specific time periods. In the event a particular issue of Obligations fulfills the exclusion requirements of the Code or related regulations, the specified fee will be waived by First Southwest if no calculations were required to make the determination.

First Southwest’s fee for arbitrage rebate services is based upon a fixed annual fee per issue. The annual fee is charged based upon the number of years that proceeds exist subject to rebate from the delivery date of the issue to the computation date.

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

The fee for each of the Obligations included in this contract shall be based on the table below.

Description	Annual Fee
ANNUAL FEE	\$950
<i>COMPREHENSIVE ARBITRAGE COMPLIANCE SERVICES INCLUDE:</i>	
<ul style="list-style-type: none"> • Commingled Funds Analysis & Calculations • Spending Exception Analysis & Calculations • Yield Restriction Analysis & Calculations (for yield restricted Project Funds, Reserve Funds, Escrow Funds, etc.) • Parity Reserve Fund Allocations • Transferred Proceeds Calculations • Universal Cap Calculations • Debt Service Fund Calculations (including earnings test when required) • Preparation of all Required IRS Paperwork for Making a Rebate Payment / Yield Reduction Payment • Retention of Records Provided for Arbitrage Computations • IRS Audit Assistance • Delivery of Rebate Calculations Each Year That Meets the Timing Requirements of the Audit Schedule • On-Site Meetings, as Appropriate, to Discuss Calculation Results / Subsequent Planning Items 	INCLUDED
<i>OTHER SERVICES AVAILABLE:</i>	
IRS Refund Request – Update calculation, prepare refund request package, and assist issuer as necessary in responding to subsequent IRS Information Requests	\$750
Commercial Paper Calculations – Per allocated issue	\$1,600

First Southwest is also pleased to offer the City complimentary attendance at any of the annual Arbitrage Rebate Conferences for up to 2 attendees during the contract period.

EXPLANATION OF TERMS:

- a. **Computation Year:** A “Computation Year” represents a one year period from the delivery date of the issue to the date that is one calendar year after the delivery date, and each subsequent one-year period thereafter. Therefore, if a calculation is required that covers more than one “computation year,” the annual fee is multiplied by the number of computation years contained in the calculation being performed. If a calculation includes a portion of a computation year, i.e., if the calculation includes 1 ½ computation years, then the base fee will be multiplied by 1.5.
- b. **Electronic Data Submission:** The data should be provided electronically in MS Excel or ASCII text file (comma delimited text preferred) with the date, description, dollar amount, and an activity code (if not in debit and credit format) on the same line in the file.
- c. **Variable/Floating Rate Bond Issues:** Special services are also required to perform the arbitrage rebate calculations for variable rate bonds. A bond is a variable rate bond if the interest rate paid on the bond is dependent upon an index which is subject to changes subsequent to the issuance of the bonds. The computational requirements of a variable rate issue are more complex than those of a fixed rate issue and, accordingly, require significantly more time to calculate. The additional complexity is primarily related to the computation of the bond yield, which must be calculated on a “bond year” basis. Additionally, the regulations provide certain flexibility in computing the bond yield and determining the arbitrage amount over the first IRS reporting period; consequently, increased calculations are required to determine which bond yield calculation produces the lowest arbitrage amount.
- d. **Commingled Fund Allocations:** By definition, a commingled fund is one that contains either proceeds of more than one bond issue or proceeds of a bond issue and non-bond proceeds (i.e., revenues) of \$25,000 or more. The arbitrage regulations, while permitting the commingling of funds, require that the proceeds of the bond issue(s) be “carved out” for purposes of determining the arbitrage amount. Additionally, interest earnings must be allocated to the portion of the commingled fund that represents proceeds of the issue(s) in question. Permitted “safe-harbor” methods (that is, methods that are outlined in the arbitrage regulations and, accordingly, cannot be questioned by the IRS under audit), exist for allocating expenditures and interest earnings to issues in a commingled fund. First Southwest uses one of the applicable safe-harbor methods when doing these calculations.
- e. **Debt Service Reserve Funds:** The authorizing documents for many revenue bond issues require that a separate fund be established (the “Reserve Fund”) into which either bond proceeds or revenues are deposited in an amount equal to some designated level, such as average annual debt service on all parity bonds. This Reserve Fund is established for the benefit of the bondholders as additional security for payment on the debt. In most cases, the balance in the Reserve Fund remains stable throughout the life of the bond issue. Reserve Funds, whether funded with bond proceeds or revenues, must be included in all rebate calculations.
- f. **Debt Service Fund Calculations:** Issuers are required under the regulations to analyze the invested balances in their debt service funds annually to determine whether the fund depletes as required during the year and is, therefore, “bona fide” (i.e., potentially exempt from rebate in that year). It is not uncommon for surplus balances to develop in the debt service fund that services an issuer’s tax supported debt, particularly due to timing differences of when the funds were due to be collected versus when the funds were actually collected. First Southwest performs this formal analysis of the debt service fund and, should it be determined that a surplus balance exists in the fund during a given year, allocates the surplus balance among the various issues serviced by the fund in a manner that is acceptable under IRS review.
- g. **Earnings Test for Debt Service Funds:** Certain types of bond issues require an additional level of analysis for the debt service fund, even if the fund depletes as required under the regulations and is “bona fide.” For short-term, fixed rate issues, private activity issues, and variable rate issues, the regulations require that an “earnings test” be performed on a bona fide debt service fund to determine if the interest earnings reached \$100,000 during the year. In cases where the earnings reach or exceed the \$100,000 threshold, the entire fund (not just the surplus or residual portion) is subject to rebate.
- h. **Transferred Proceeds Calculations:** When a bond issue is refinanced (refunded) by another issue, special services relating to “transferred proceeds” calculations may need to be performed. Under the regulations, when proceeds of a refunding issue are used to retire principal of a prior issue, a pro-rata portion of the unspent proceeds of the prior

issue becomes subject to rebate and/or yield restriction as transferred proceeds of the refunding issue. The refunding issue essentially “adopts” the unspent proceeds of the prior issue for purposes of the arbitrage calculations. These calculations are required under the regulations to ensure that issuers continue to exercise due diligence to complete the project(s) for which the prior bonds were issued.

- i. **Universal Cap:** Current regulations provide an overall limitation on the amount of gross proceeds allocable to an issue. Simply stated, the value of investments allocated to an issue cannot exceed the value of all outstanding bonds of the issue. For example, this situation can occur if an issuer encounters significant construction delays or enters into litigation with a contractor. It may take months or even years to resolve the problems and begin or resume spending the bond proceeds; however, during this time the debt service payments are still being paid, including any scheduled principal payments. Thus, it’s possible for the value of the investments purchased with bond proceeds to exceed the value of the bonds outstanding. In such cases, a “de-allocation” of proceeds may be required to comply with the limitation rules outlined in the regulations.

- j. **Yield Restriction Analysis/Yield Reduction Computations:** The IRS strongly encourages issuers to spend the proceeds of each bond issue as quickly as possible to achieve the governmental purpose for which the bonds were issued. Certain types of proceeds can qualify for a “temporary period,” during which time the proceeds may be invested at a yield higher than the yield on the bonds without jeopardizing the tax-exempt status of the issue. The most common temporary period is the three-year temporary period for capital project proceeds. After the end of the temporary period, the proceeds must be yield restricted or the issuer must remit the appropriate yield reduction payment when due. First Southwest performs a comprehensive yield restriction analysis when appropriate for all issues having proceeds remaining at the end of the applicable temporary period and also calculates the amount of the yield reduction payment due to the IRS.

Date: 03/15/2011

Contact: Andrea Gardner, City Manager

Information

SUBJECT

Presentation of the Fiscal Year 2010 Comprehensive Annual Financial Report. **Andrea M. Gardner, City Manager**

BACKGROUND/HISTORY

Article 8, Section 8.01(c)(4) of the City Charter requires the Director of Finance to prepare, as of the end of each fiscal year, a complete financial statement and report. The accounting firm of Pattillo, Brown and Hill was selected on October 5, 2010 by the City Council to perform the fiscal year 2009-10 annual audit in compliance with GASB34. The requirement has been complied with and the auditors' opinion is included in the report as an exhibit.

FINDINGS/CURRENT ACTIVITY

The financial statements attached present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Copperas Cove, Texas as of September 30, 2010, and the respective changes in financial position and cash flows, where applicable, thereof for the year ended in conformity with accounting principles generally accepted in the United States of America.

ACTION OPTIONS/RECOMMENDATION

City staff recommends the acceptance of the Comprehensive Annual Financial Report for fiscal year ending September 30, 2010.

Date: 03/15/2011

Contact: Mike Heintzelman, Deputy Police Chief,
Animal Control

Information

SUBJECT

Consideration and action on the appointment of the chairperson position for the Copperas Cove Animal Shelter Advisory Committee. **Mike Heintzelman, Deputy Chief of Police**

BACKGROUND/HISTORY

On February 15, 2011, City Council approved Ordinance No. 2011-12 to become effective on March 15, 2011. The ordinance states in Section 3-82 that the City Council shall appoint annually a member to serve as the chairperson on the Copperas Cove Animal Shelter Advisory Committee.

FINDINGS/CURRENT ACTIVITY

Currently the Copperas Cove Animal Shelter Advisory Committee consists of the following members. Applications from other than staff are attached for Council consideration and approval:

- D. Logan Beene, DVM (licensed veterinarian)
- Barbara Story (rep. from animal welfare organization)
- Dorothy McClure (resident within city limits)
- Patricia Thomas (resident within city limits)
- Beau Brabbin (senior animal control officer)
- Mike Heintzelman (deputy chief of police)

ACTION OPTIONS/RECOMMENDATION

City staff recommends that the City Council appoint one member as chairperson to the Copperas Cove Animal Shelter Advisory Committee.

Attachments

Link: [2009-2011 ASAC applications](#)

Link: [2009-2011 ASAC applications](#)

Link: [2009-2011 ASAC applications](#)

Link: [2009-2011 ASAC applications](#)

**Appointment Resource Form
For
Volunteers**

Name: Barbara Story

25 Jun 2009

Address: 614 S. 15th St.

Home Phone: 547-8455

Office Phone: 286-7233

Fax _____ E-mail: barbara.story@amedd.army.mil

Occupation _____

Volunteer/Community Service _____

Professional Affiliations _____

Areas of Interest _____

Education _____

I would like to be reappointed as a Representative of an Animal Welfare Organization position on the Copperas Cove Animal Advisory Committee
I am a life member of the Cen-Tex Humane Society (Second Chance Animal Shelter). I served on their Board of Directors from 1999-2002 and 2005-2008. While serving on the Board I headed the committee that revised the bylaws of the Humane Society.
I have been a member of the ASPCA since 2002 and active in animal rescue.
I have resided in Copperas Cove since 1983.

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

Candidate Application for City Council-Appointed Boards & Commissions

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

HOME RESIDENCE
IS KILGAM

Please attach your resume (optional).

Board Preference 1: ADMIN ADVISOR

Board Preference 2: _____

Name: D. LOGAN BLEWE DVM

Street Address: 1101 S. FM 116, COVE

City Resident: 15 years Personal E-Mail: LOGAN@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: DBLEW@HOT-RC.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] _____
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





Date Received: 071609

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

Name Dorothy McClure Date 7-16-09

Address 611 S. 15th Street, Copperas Cove, TX

Home Phone 254-290-8650 Office Phone 547-8131

Cell Phone 290-8650 Fax 547-1488 E-mail dorothymc@centexbiz.r.r.com

Occupation Title plant manager

Volunteer/Community Service Citizens Police Academy Alumni Assn.

Professional Affiliations _____

Areas of Interest _____

Education Associates Degree in Management

I would like to be considered for the following:

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

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



RECEIVED
BY SP DATE 04-2-09

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

Name Patricia Thomas Date April 30, 2009

Address 2004 Liberty St.

Home Phone 547-2799 Office Phone - Mobile Phone 371-6313

Fax - E-mail ropdthomas@embermail.com

Occupation retired educator Homebound Teacher

Volunteer/Community Service Meals on wheels, Boy and Girls Club, Noon Exchange, Senior Service, Church, 2000 Census, jury duty,

Library Adv. Board, Board of Adjustment, Housing Authority, Food

Professional Affiliations CC Retired Teachers Assn. Surrogate Parent for CCISD Special

Areas of Interest Sewing, Gardening, Bridge, Real Estate, cooking

Education post graduate M.Ed. + various Certificates and licenses

I would like to be considered for the following:

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

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

Date: 03/15/2011

Contact: Silvia Rhoads, Executive Director,
Keep Copperas Cove Beautiful

Information

SUBJECT

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

BACKGROUND/HISTORY

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

FINDINGS/CURRENT ACTIVITY

During a Regular City Council Meeting on January 4, 2011 four (4) members were re-appointed by the City Council bringing the total on the commission to eight (8). Since that day, one new member has applied to be on the commission. With Council approval on the appointment, the number of vacant seats on the commission will be six (6).

The following individual is seeking appointment to the Keep Copperas Cove Beautiful Commission:

Ms. Koren Moffett

The application is attached for Council review and consideration. Keep Copperas Cove Beautiful will continue to seek new members to fill the remaining six (6) positions.

ACTION OPTIONS/RECOMMENDATION

City staff recommends that the City Council appoint Ms. Koren Moffett to the Keep Copperas Cove Beautiful Commission.

Fiscal Impact

FINANCIAL IMPACT:

None

Attachments

Link: [Koren Moffett KCCB 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.

Please attach your resume (optional).

Board Preference 1: Keep Copperas Cove Beautiful

Board Preference 2: _____

Name: Koren L. Moffett

Street Address: 2802 Willow Loop, Kempner, TX 76539

City Resident: 10+ years Personal E-Mail: Koren.Moffett@yahoo.com

Primary Phone: 254.681.5527 Home Fax: _____

Profession: Operations Research Analyst

Business Name: Directorate of Public Works - Maintenance Division

Business Address: Bldg 4213 - 77th St

City: Ft. Hood State TX Zip: 76544

Business Phone: 254.618.7012 Business Fax: _____

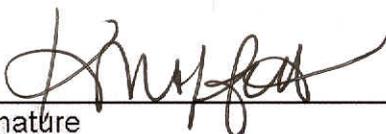
Business E-Mail: Koren.Moffett@us.army.mil

Experience or Special Knowledge applicable to City board or commission function:
2+ years of monthly meeting attendance and involvement in KCCB activities as a volunteer.

4 years of emergency and routine infrastructure and Army Real Property maintenance management.

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

07 Feb 2011
Date

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


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

Date: 03/15/2011

Contact: Margaret Handrow, Library Director,
Library

Information

SUBJECT

Consideration and action on the reappointment/appointment of individuals to the Copperas Cove Public Library Advisory Board. ***Margaret Handrow, Library Director***

BACKGROUND/HISTORY

Library Advisory Board members are appointed by the City Council for a three year term. The terms for Janice Glosson, Elizabeth Snow and Peggy Youngs expire on March 31, 2011. Christine Warren's term expires on March 31, 2011. Ms. Warren has elected not to seek reappointment to the Library Advisory Board.

FINDINGS/CURRENT ACTIVITY

Janice Glosson, Elizabeth Snow and Peggy Youngs have submitted applications to serve on the Board. Copies of the applications are attached.

Christine Warren has submitted her letter of resignation from the Library Advisory Board. A copy of the resignation letter is attached.

Sarah Parker-Andrews submitted an application to serve on the Library Advsiory Board. A copy of the application is attached.

Board vacancies are advertised on the City's Government Access Channel and on the Copperas Cove Library information board.

ACTION OPTIONS/RECOMMENDATION

City staff recommends reappointing Janice Glosson, Elizabeth Snow and Peggy Youngs, and appointing Sarah Parker-Andrews to the Library Advisory Board.

Attachments

Link: [Glosson](#)

Link: [Snow](#)

Link: [Youngs](#)

Link: [Warren Res](#)

Link: [Parker](#)

Candidate Application for City Council-Appointed Boards & Commissions

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

Please attach your resume (optional).

Board Preference 1: Library Advisory Board

Board Preference 2: _____

Name: Janice Glosson

Street Address: 1409 Pony Express Lane

City Resident: 20 years Personal E-Mail: jglosson@hotmail.com

Primary Phone: 254-547-0877 Home Fax: _____

Profession: Clinical Social Work

Business Name: retired

Business Address: _____

City: _____ State _____ Zip: _____

Business Phone: _____ Business Fax: _____

Business E-Mail: _____

Experience or special knowledge applicable to City board or commission function:

served on the Copperas Cove Library Advisory Board
November, 2008 to March, 2011.

Civic Activities/Professional Affiliations Copperas Cove Chamber of Commerce

Military Affairs Committee, National Assn. of Social Workers, Texas
Society of Clinical Social Work.

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.

Janice Glosson
Signature

2/14/2011
Date

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



Candidate Application for City Council-Appointed Boards & Commissions

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

Please attach your resume (optional).

Board Preference 1: Library Advisory Board

Board Preference 2: _____

Name: Elizabeth Snow

Street Address: 913 Risen Star Lane

City Resident: 24 years Personal E-Mail: _____

Primary Phone: 542-5807 Home Fax: _____

Profession: Educator retired, CCISD

Business Name: _____

Business Address: _____

City: _____ State _____ Zip: _____

Business Phone: _____ Business Fax: _____

Business E-Mail: _____

Experience or special knowledge applicable to City board or commission function:

I have served two terms on the Library Advisory Board.

Civic Activities/Professional Affiliations I am a member of the Friends of the Library and Copperas Cove Retired Teachers

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.

Elizabeth Snow 1-18-11
Signature Date

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



Candidate Application for City Council-Appointed Boards & Commissions

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

Please attach your resume (optional).

Board Preference 1: Library Advisory Board

Board Preference 2: _____

Name: Peggy Youngs

Street Address: 609 Ash St.

City Resident: 19 years Personal E-Mail: peggy_youngs@yahoo.com

Primary Phone: 547-0308 Home Fax: _____

Profession: retired school librarian

Business Name: _____

Business Address: _____

City: _____ State _____ Zip: _____

Business Phone: _____ Business Fax: _____

Business E-Mail: _____

Experience or special knowledge applicable to City board or commission function:

Masters degree in Library and Information Science
Experience as an elementary and high school librarian

Civic Activities/Professional Affiliations Copperas Cove Retired
Teachers Association, Altrusa

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.

Peggy Youngs 24 January 2011
Signature Date

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



Christine Warren
407 Carothers Street
Copperas Cove, TX 76522
254-371-1081

February 10, 2011

Marion Palumbo
President
Library Advisory Board
Copperas Cove, TX 76522

I would like to inform you that I am resigning my position as Library Advisory Board director. It has been my pleasure to serve on the Board as director for three years.

I wish the Library Advisory Board only the best for the future, and regret any inconvenience my resignation may cause.

Respectfully,



Christine Warren

Candidate Application for City Council-Appointed Boards & Commissions

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

Please attach your resume (optional).

Board Preference 1: Library Advisory Board

Board Preference 2: _____

Name: Sarah Parker-Andrews

Street Address: 1903 Patricia

City Resident: 30+ years Personal E-Mail: _____

Primary Phone: 254-547-8705 Home Fax: _____

Profession: Retired State of TX Administrator

Business Name: _____

Business Address: _____

City: _____ State _____ Zip: _____

Business Phone: _____ Business Fax: _____

Business E-Mail: _____

Experience or special knowledge applicable to City board or commission function:

Ex-Officio Member of both Bell + Williamson County Child Welfare Boards. Served in advisory capacity as a direct responsibility of related job

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.

Sarah Parker-Andrews
Signature _____ Date _____

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 Council Regular

Item #: I. 6.

Date: 03/15/2011

Contact: Kenn Smith

Information

SUBJECT

Discussion on establishing a Golf Course Advisory Board. ***Kenn Smith, City Council Place 5***

BACKGROUND/HISTORY

During the Regular Meeting of the City Council Meeting held on February 15, 2011, Council Member Smith requested an item to discuss establishing a Golf Course Advisory Board be placed on a future agenda.

FINDINGS/CURRENT ACTIVITY

ACTION OPTIONS/RECOMMENDATION

City staff recommends the City Council discuss establishing a Golf Course Advisory Board.

City Council Regular

Item #: I. 7.

Date: 03/15/2011

Contact: Danny Palmer

Information

SUBJECT

Discussion on feeding the deer within the corporate limits of the City of Copperas Cove ("The Deer Issue"). *Danny Palmer, City Council Place 4*

BACKGROUND/HISTORY

During the Regular Meeting of the City Council Meeting held on March 1, 2011, Council Member Palmer requested an item to discuss feeding deer within the corporate limits of the City of Copperas Cove ("the deer issue").

The issue of feeding deer was previously discussed with the City Council on August 20, 2009 during a Special Meeting of the governing body. At the time of discussion, Council provided direction to staff to continue operating under the regulations set by Ordinance 2007-03.

FINDINGS/CURRENT ACTIVITY

ACTION OPTIONS/RECOMMENDATION

City staff recommends the City Council discuss the issue of feeding deer within the corporate limits of the City of Copperas Cove.

Attachments

Link: [Deer Ordinance No. 2007-03](#)

ORDINANCE NO. 2007-03

AN ORDINANCE OF THE CITY OF COPPERAS COVE, CORYELL COUNTY, TEXAS; AMENDING THE CODE OF ORDINANCES, CHAPTER 3, "ANIMALS AND FOWL; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR CODIFICATION; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE ASSESSMENT OF AN ADMINISTRATIVE FEE FOR ANY VIOLATION OF THIS SECTION; AND DECLARING COMPLIANCE WITH THE OPEN MEETING ACT.

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

Section 1. That Chapter 3, "Animals and Fowl", Article VII. "Wild Animals", shall be amended by adding Section 3-69 (a), "Feeding of Deer".

Sec. 3-69 (a). Feeding of Deer.

No person shall purposely feed or provide food (as herein described) through a ground-feeding station, salt lick, or by any other means to the wild deer on public property, privately owned property, and/or public or private easements of less than ten (10) acres, such as drainage and roadway easements, or any other privately owned land of any description in the City of Copperas Cove, Texas.

(1) It shall be declared a public nuisance for any person to have purposely fed or caused deer to be fed and it shall be prima facie evidence of violation of this ordinance if the person places wheat, pelleted livestock food, corn in any form, fruit, vegetables, hay or alfalfa, any form of commercially sold wildlife feed, birdseed or livestock feed, or any other edible matter that deer will consume (not including live vegetation such as ornamental landscaping, ornamental bushes, grass, fruit trees or flowers) on the ground or within reach of deer, or by any other means in the City of Copperas Cove.

(2) Exception: It shall not be a violation of this ordinance to maintain a gardening area.

(3) Affirmative defense. - It shall be an affirmative defense if the person is engaged in caring for domestic livestock on the premises.

Section 2. That Chapter 3, "Animals and Fowl", Article VII. "Wild Animals", shall be amended by adding Section 3-69 (b), "Assessment of Administrative Fee", as below:

Sec. 3-69 (b). Assessment of Administrative Fee.

Any person, firm, or corporation, who violates, disobeys, omits, neglects, or refuses to comply with, or who resists enforcement of the provision of this article shall be assessed an administrative fee for each offense. The administrative fee for each violation shall be established by the city council in the city fee schedule. Each violation of this article shall be deemed a separate offense. The administrative fee should not be construed as exclusive, and the city shall be authorized to pursue all other civil and administrative remedies to which it is entitled under the authority of other ordinances or state law.

Section 3. That Chapter 3, "Animals and Fowl", Article VII. "Wild Animals", shall be amended by adding Section 3-69 (c), "Appeal of Assessment of Administrative Fee", as below:

Sec. 3-69 (c). Appeal of Assessment of Administrative Fee

An assessment of an administrative fee may be appealed to the municipal judge sitting as an administrative hearing officer.

(1) If a person believes that an administrative fee has been improperly assessed, that person may appeal that determination by filing a notice of appeal of assessment with Municipal Court within ten (10) days from the date of the assessment of administrative fee. In the notice of appeal, the person shall set out the specific basis upon which the person is contesting the assessment of the administrative fee.

(2) To facilitate the appeal the appellant shall post a bond of twice the amount of the administrative fee. If the appellant does not prevail the bond shall be forfeited to pay the costs of court and the administrative fee.

(3) The administrative hearing officer shall conduct a hearing to determine if the alleged violation should be dismissed or sustained. The burden of proof shall be upon the City to prove the violation by a preponderance of the evidence. At the hearing, the administrative hearing officer shall not be bound by the rules of evidence applicable in a court proceeding but may rely upon that evidence which a reasonable person would rely upon in reaching a decision. The administrative hearing officer may request additional information from the violator or any city department.

(4) The hearing shall be conducted within a reasonable time after the notice of appeal is filed. At the conclusion of the hearing, the administrative hearing officer shall provide the violator and the animal control supervisor with written notice of his determination within a reasonable time.

(5) The decision of the administrative hearing officer shall be final.

Section 4. That this ordinance shall become and be a part of the Code of Ordinances of the City of Copperas Cove, Texas, and that Chapter 3, Article VII, Sections 3-69 (a), 3-69 (b), and 3-69 (c) may be renumbered or re-lettered to accomplish such intention.

Section 5. That all ordinances or parts of ordinances which are in conflict with the provisions of this ordinance are hereby repealed.

Section 6. That if any provision of this ordinance shall be held invalid or unconstitutional, the remainder of this ordinance shall continue in full force and affect the same as if such invalid or unconstitutional provision had never been a part thereof.

Section 7. That a public hearing was held and that public notice of the time, place, and purpose of said public hearing was given as required by *Tex. Loc. Gov't Code Ann. § 402.045(d)*.

Section 8. That the meeting at which this ordinance passed is open to the public as required by law and that public notice of the time, place, and purpose of said meeting was given as required.

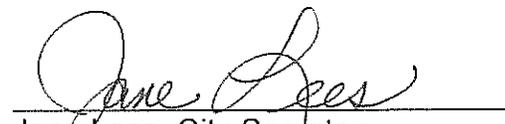
Section 9. That this ordinance shall become effective on May 1, 2007.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, this 6th day of February 2007, such meeting held in compliance with the Open Meeting Act (*Tex. Gov't. Code Ann. §551.001 et. Seq.*), at which meeting a quorum was present and voting.



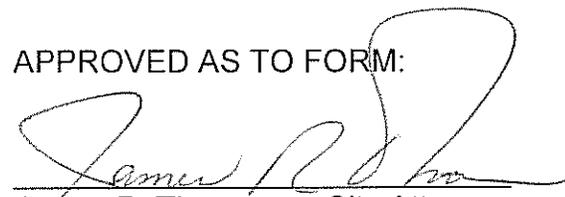
Roger P. O'Dwyer, Mayor

ATTEST:



Jane Lees, City Secretary

APPROVED AS TO FORM:



James R. Thompson, City Attorney