

DRAFT



**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 **April 19, 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. Update and discussion on the Copperas Cove Business Park area development and City Projects in the Business Park area. ***Andrea M. Gardner, City Manager and Polo Enriquez, EDC Director***
2. Direction to staff on 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 _____, April 15, 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

Information

Subject

Update and discussion on the Copperas Cove Business Park area development and City Projects in the Business Park area. ***Andrea M. Gardner, City Manager and Polo Enriquez, EDC Director***

City Council Workshop

Item #: C. 2.

Date: 04/19/2011

Information

Subject

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



**NOTICE OF MEETING
OF THE
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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 **April 19, 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. City Retirement Recognition – Robert McKinnon, Public Works Division Head - April 4, 1983 to April 30, 2011. **Andrea M. Gardner, City Manager.**
 - 2. Certificates of Appreciation for assistance in the production of the Cen-Tex Sustainable Communities Partnership video to promote regional recycling. **Andrea M. Gardner, City Manager**
- 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 minutes from the workshop council meeting of April 5, 2011. **Jane Lees, City Secretary**

2. Consideration and action on approving minutes from the regular council meeting of April 5, 2011. **Jane Lees, City Secretary**
3. Consideration and action on accepting an Oncor Take A Load Off, Texas, City Matching Grant. **Robert M. McKinnon, Division Head Public Works**
4. Consideration and action on adopting a resolution of the City of Copperas Cove revising the City Goals. **Andrea M. Gardner, City Manager**
5. Consideration and action on a resolution revising the City of Copperas Cove Vision and Mission Statements. **Andrea M. Gardner, City Manager**
6. Consideration and action on adopting a resolution establishing the Mission of the Copperas Cove City Council. **Andrea M. Gardner, City Manager**
7. Consideration and action on a resolution authorizing the City Manager to accept a right-of-way dedication from 4JC Partnership for Bradford Drive Improvements. **Wesley Wright, City Engineer**
8. Consideration and action on a resolution authorizing the City Manager to accept a right-of-way dedication from Charles Grimes for Bradford Drive Improvements. **Wesley Wright, City Engineer**

H. **PUBLIC HEARINGS/ACTION**

1. Public hearing and action on an ordinance amending the 2010-11 fiscal year budget for the City of Copperas Cove. **Andrea M. Gardner, City Manager**
2. Public hearing and action on amending Chapter Four of the 2007 Comprehensive Plan of the City of Copperas Cove, Texas; providing for changes in the Future Land Use Plan; providing for changes on Plate 4-1, the Future Land Use Map. **Joseph R. Pace, Planner**
3. Public hearing and action on a request to rezone Lot 3, Block 3 of the Crest View Heights Subdivision, generally known as 1005 Phil Avenue, from R-2 (Two-Family Residential) to B-3 (Local Business). **Joseph R. Pace, Planner**

I. **ACTION ITEMS**

1. Consideration and action accepting the 2011 access line rates as provided by the Public Utility Commission of Texas. **Ryan Haverlah, Assistant Director of Financial Services/Budget Director**
2. Consideration and action on authorizing the City Manager to provide Espey Consultants, Inc. with fourteen (14) days written notice to terminate the Agreement for Planning Services. **Andrea M. Gardner, City Manager**
3. Consideration and action on authorizing the City Manager to execute a contract with Bell Air Conditioning, Inc., Belton, Texas to upgrade and install sixteen energy efficient Heating Ventilating & Air Conditioning (HVAC) units in designated City facilities. **Robert M. McKinnon, Division Head of Public Works**
4. Consideration and action on an ordinance adopting a new Personnel Policy No. 134, Payroll Direct Deposit. **Kelli Sames, Human Resources Division Head**

5. Consideration and action awarding the bid for fire equipment and the bid for rescue equipment and approving the purchase of said equipment for the Fire Department. **J. Mike Baker, Fire Chief**
 6. Consideration and action on authorizing the City Manager to enter into a contract with Big Tex Paving for the 2011 Street Seal Coat Project. **James A. Trevino, Director of Public Works.**
 7. Consideration and action on authorizing the City Manager to enter into a contract with APAC – Texas for the 2011 Street Hot Mix Asphalt Concrete (HMAC) Overlay Project. **James A. Trevino, Director of Public Works**
 8. Consideration and action on approving a resolution accepting a dedication of a fifteen foot permanent water and wastewater easement and a fifteen foot temporary construction easement by Benny M. Boyd and Benny C. Boyd for the completion of the Northeast Sewer Line project and authorizing the City Manager to execute said easement documents to include the disbursement of agreed funds to Mr. Benny M. Boyd and Mr. Benny C. Boyd in consideration for the easements. **Andrea M. Gardner, City Manager**
 9. Consideration and action on approving a resolution accepting a dedication of a fifteen foot permanent water and wastewater easement and a fifteen foot temporary construction easement by Copperas Cove Storage, LLC through the managing partner, Donald R. Clauson, for the completion of the Northeast Sewer Line project and authorizing the City Manager to execute said easement documents to include the disbursement of agreed funds to Copperas Cove Storage, LLC through Mr. Donald R. Clauson, Managing Partner, in consideration for the easements. **Andrea M. Gardner, City Manager**
 10. Consideration and action on authorizing the City Manager to release funds for the reimbursement to Jack Bowen for the cost of constructing a fence adjacent to City property known as Ogletree Gap Park. **Andrea M. Gardner, City Manager**
 11. Consideration and action on authorizing the City Manager to enter into an agreement for Planning Services with Stewart Planning Consulting, LLC. **Andrea M. Gardner, City Manager**
- 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 _____, April 15, 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: 04/19/2011

Information

Subject

City Retirement Recognition – Robert McKinnon, Public Works Division Head - April 4, 1983 to April 30, 2011. ***Andrea M. Gardner, City Manager.***

City Council Regular

Item #: E. 2.

Date: 04/19/2011

Information

Subject

Certificates of Appreciation for assistance in the production of the Cen-Tex Sustainable Communities Partnership video to promote regional recycling. ***Andrea M. Gardner, City Manager***

City Council Regular

Item #: G. 1.

Date: 04/19/2011

Information

Subject

Consideration and action on approving minutes from the workshop council meeting of April 5, 2011. ***Jane Lees, City Secretary***

Attachments

Link: [4/5/11 workshop minutes](#)

**CITY OF COPPERAS COVE
CITY COUNCIL WORKSHOP MEETING MINUTES
April 5, 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
Jane Lees

C WORKSHOP ITEMS

- 1 Program/Budget Action Conference (Section 6.11(a) of the City Charter). **Andrea M. Gardner, City Manager**

Ms. Gardner discussed a PowerPoint presentation with the Council, which is attached and made a part of these minutes. She explained that the workshop fulfills a requirement in the City Charter. The presentation showed the beginning fiscal year position of the major funds, a discussion of unplanned items in the current fiscal year, the City's current financial position, and proposed budget amendment and management changes.

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

Ms. Gardner stated that no direction would be required at this meeting, however, she will be looking for direction from the Council at the upcoming workshop next week on April 11, 2011.

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

John Hull, Mayor

ATTEST:

Jane Lees, City Secretary

BUDGET/ PROGRAM CONFERENCE

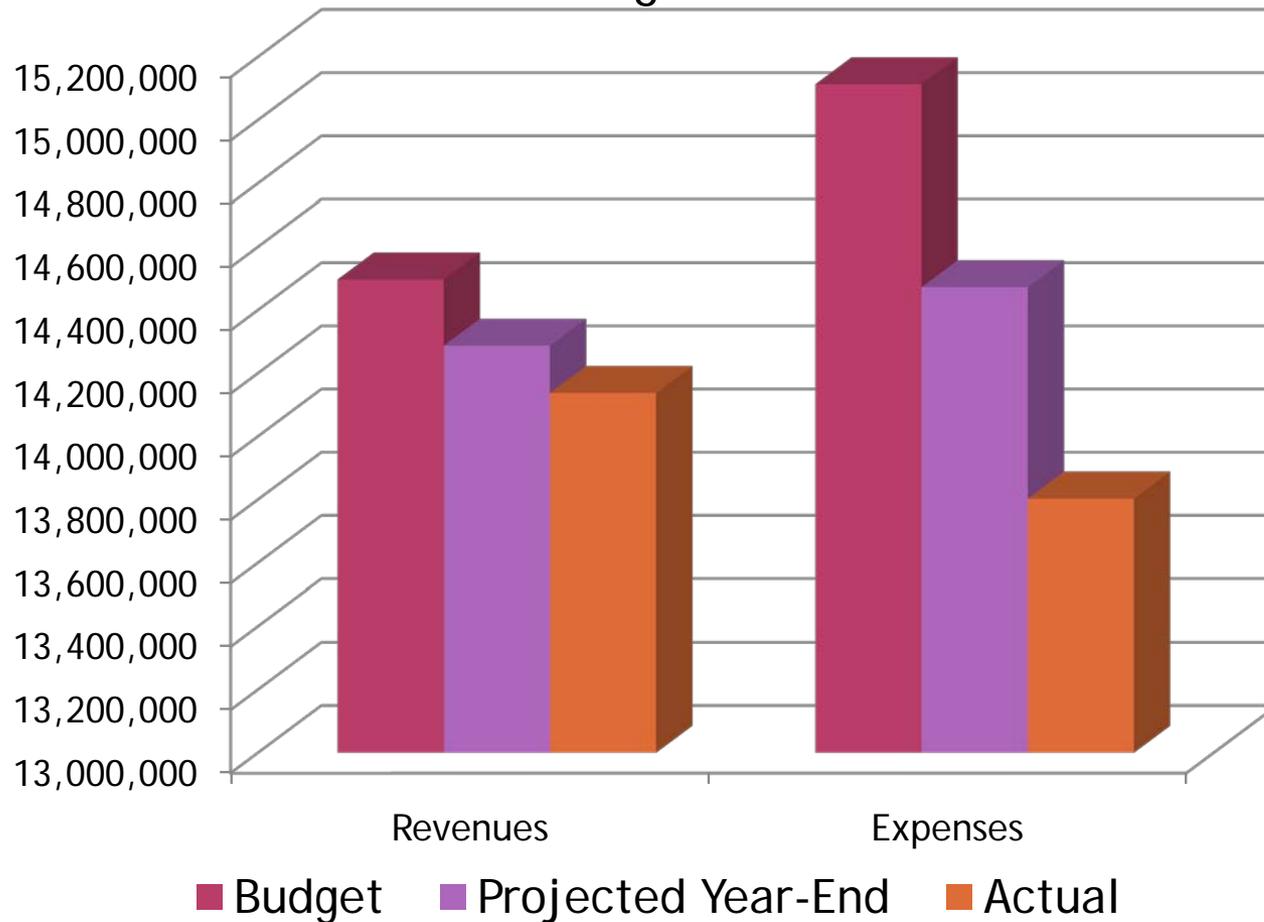
APRIL 5, 2011

BEGINNING FISCAL YEAR POSITION

BEGINNING FISCAL YEAR POSITION

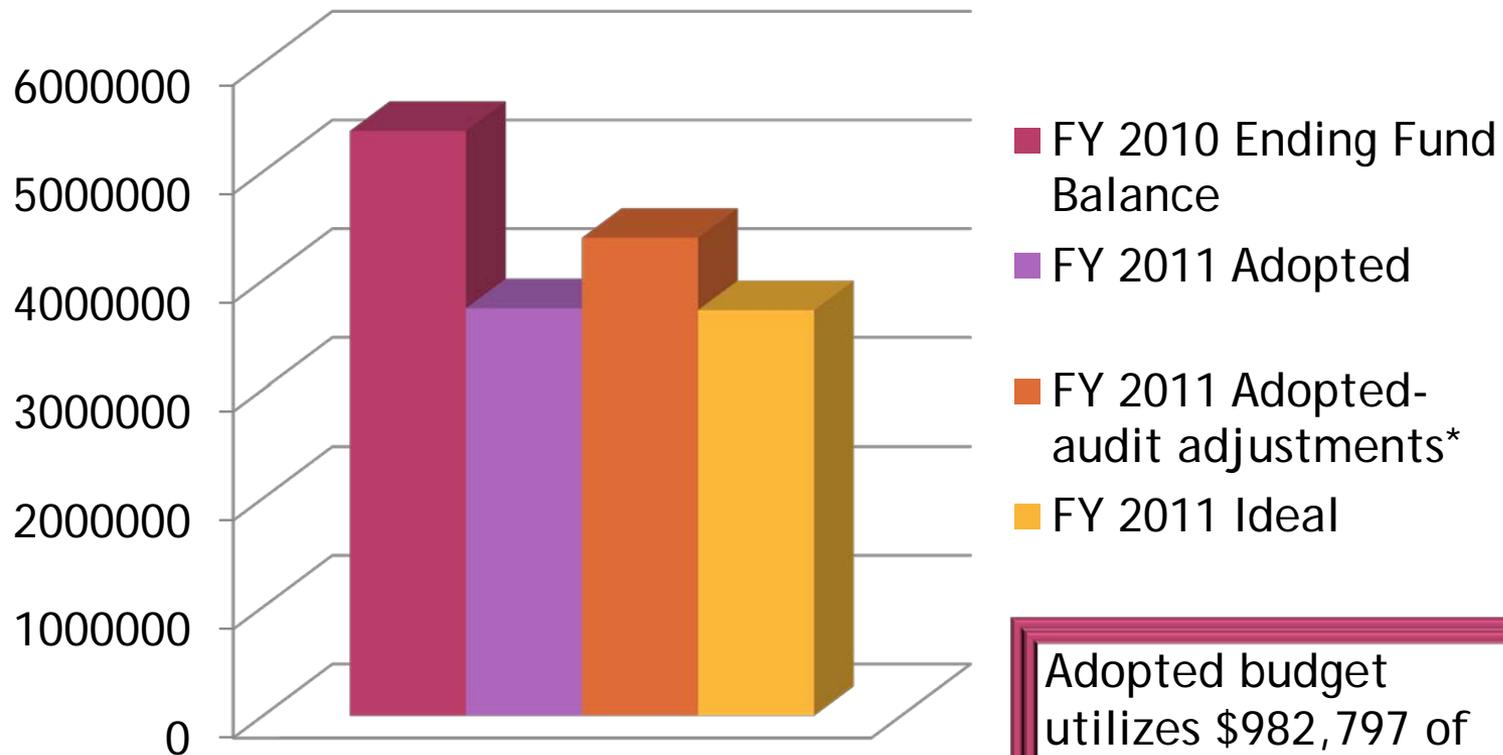
General Fund

FY 2010 Budget vs. Actual



BEGINNING FISCAL YEAR POSITION

General Fund Fund Balances



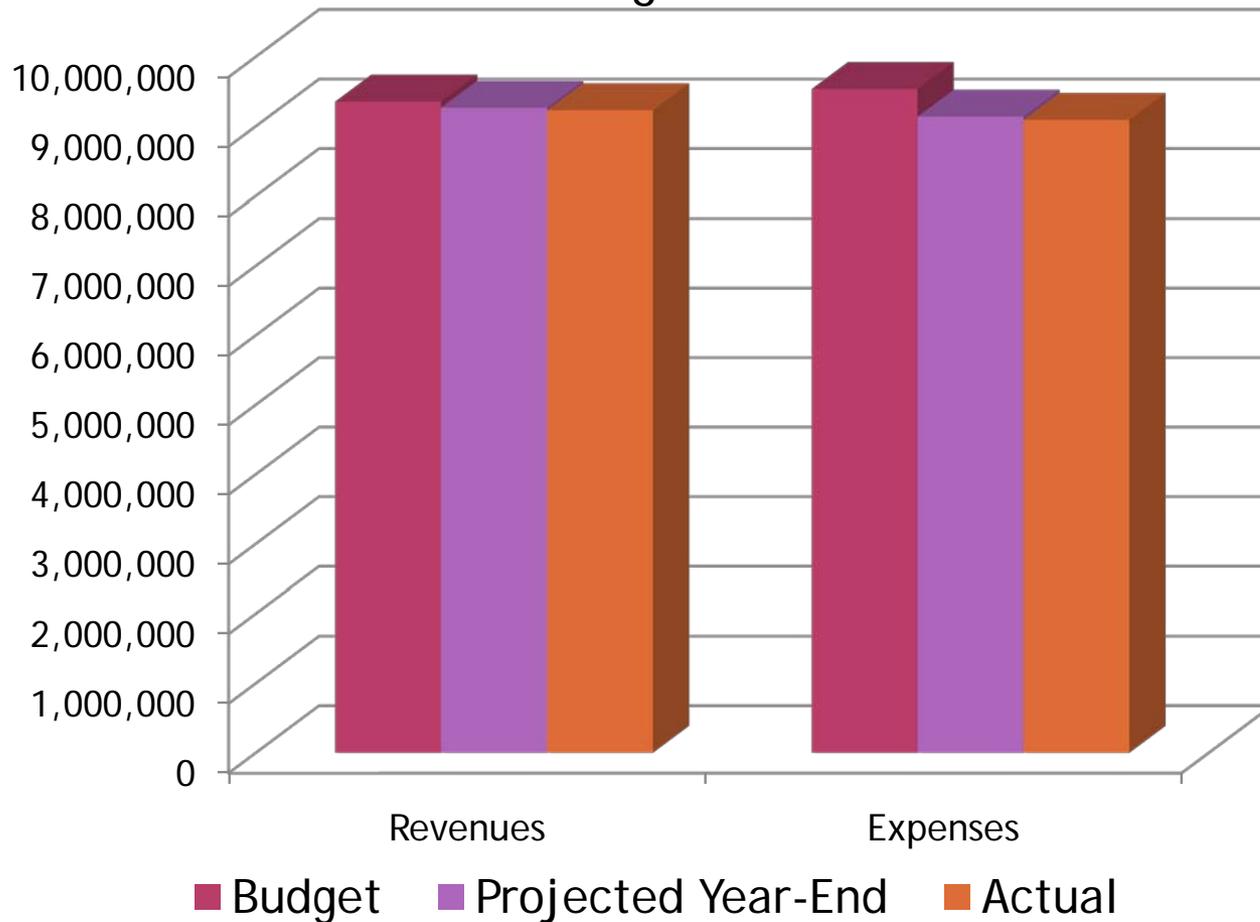
Adopted budget
utilizes \$982,797 of
fund balance.

*adjusted based on audited figures

BEGINNING FISCAL YEAR POSITION

Water & Sewer Fund

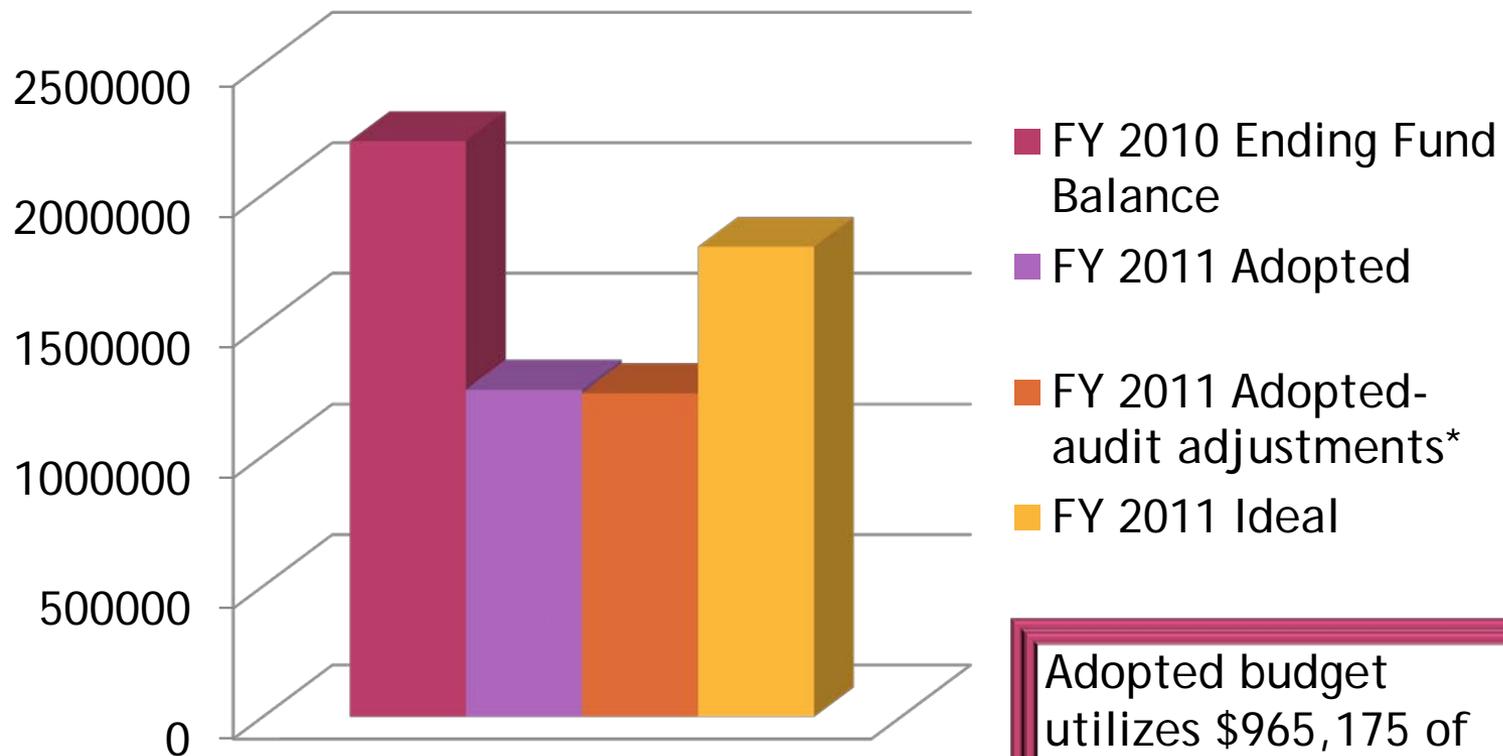
FY 2010 Budget vs. Actual



BEGINNING FISCAL YEAR POSITION

Water & Sewer Fund

Fund Balances



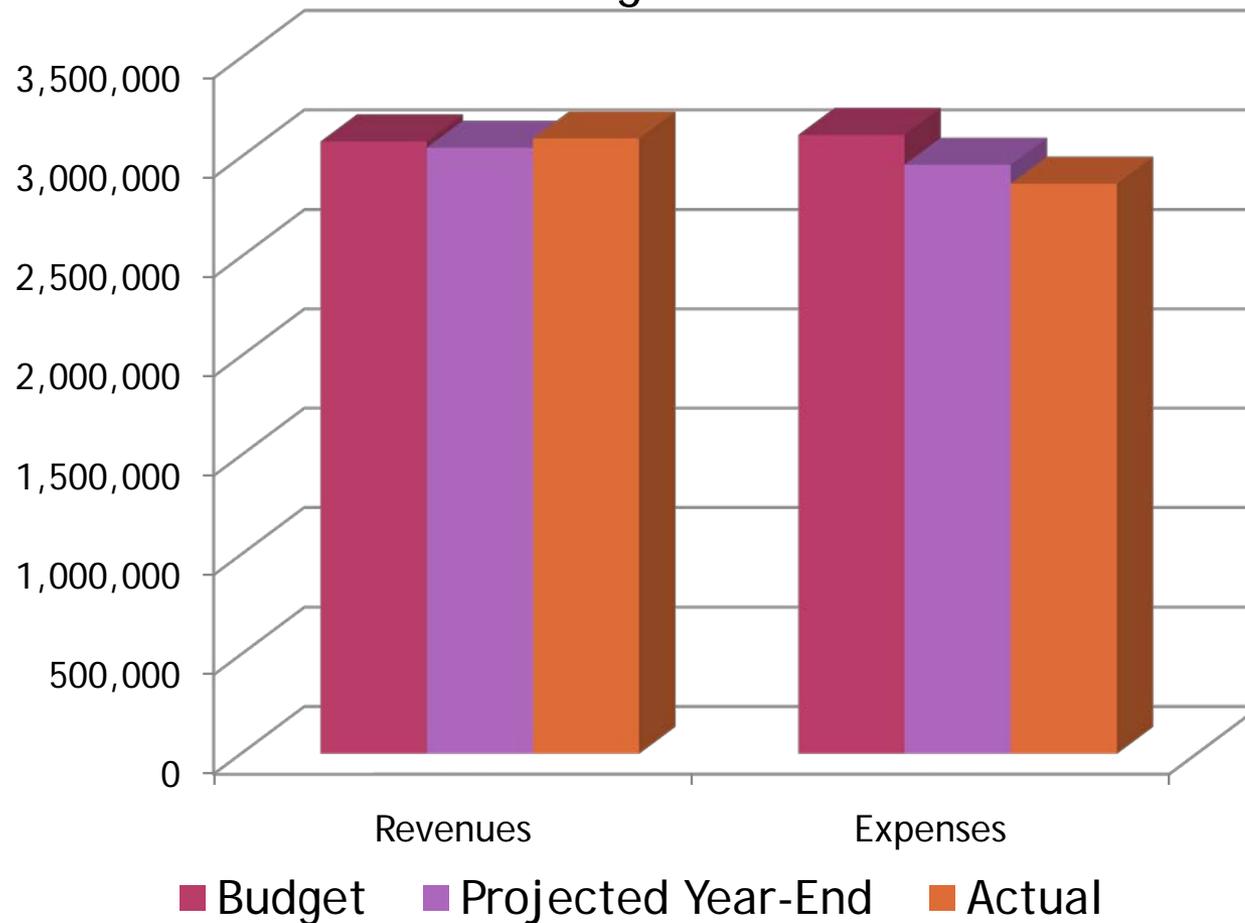
Adopted budget
utilizes \$965,175 of
fund balance.

*adjusted based on audited figures

BEGINNING FISCAL YEAR POSITION

Solid Waste Fund

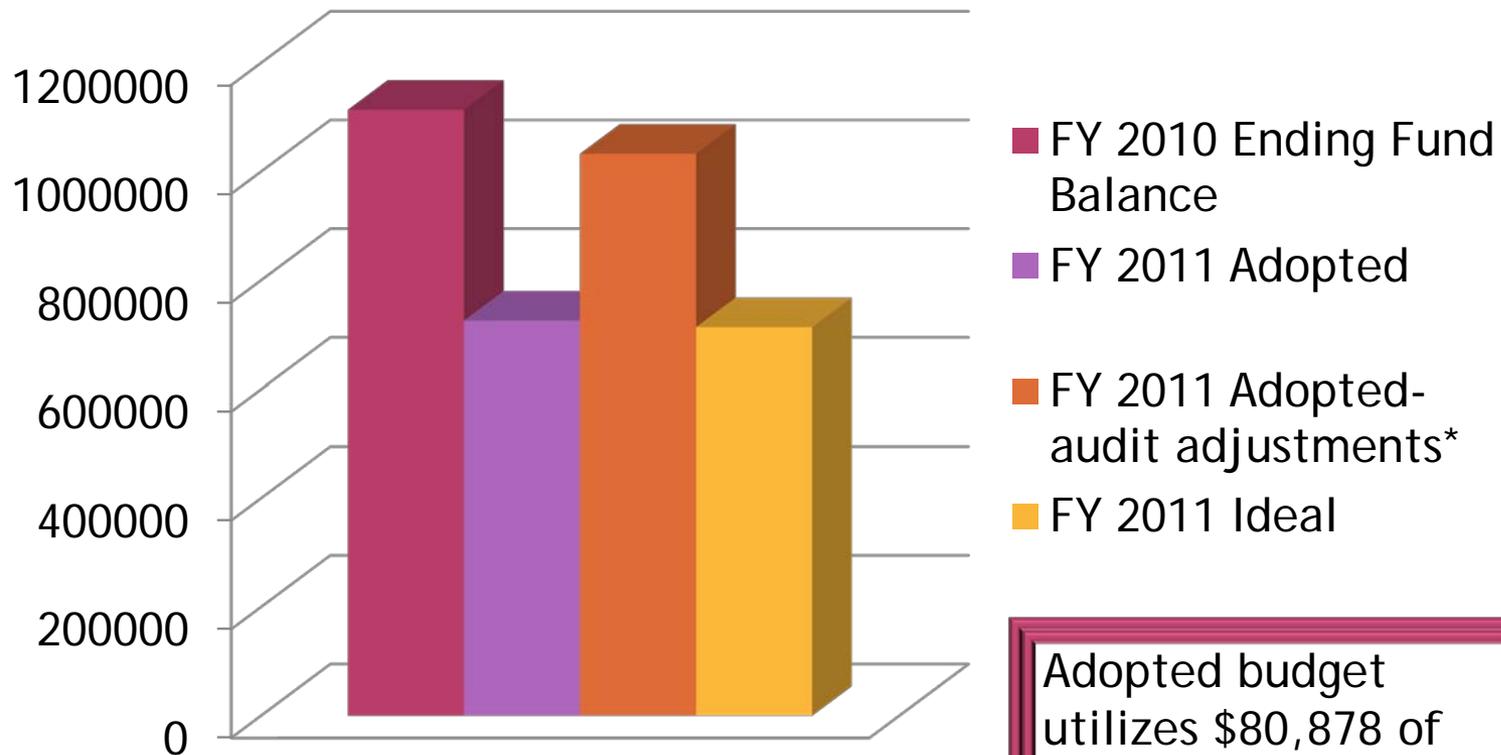
FY 2010 Budget vs. Actual



BEGINNING FISCAL YEAR POSITION

Solid Waste Fund

Fund Balances



Adopted budget utilizes \$80,878 of fund balance.

*adjusted based on audited figures

UNPLANNED ITEMS

UNPLANNED ITEMS

- ◉ November 2010 Refunding Bond - Long-term savings in debt service schedules
- ◉ Arbitrage payments
- ◉ Personnel/Salary items
 - Fire Department overtime/EMS certifications
 - Human Resources staffing transition
 - Water Distribution employee retirement
- ◉ Technology
 - Electronic ticket writers
 - Municipal Court upgrades
 - Server for Building, Planning, & GIS

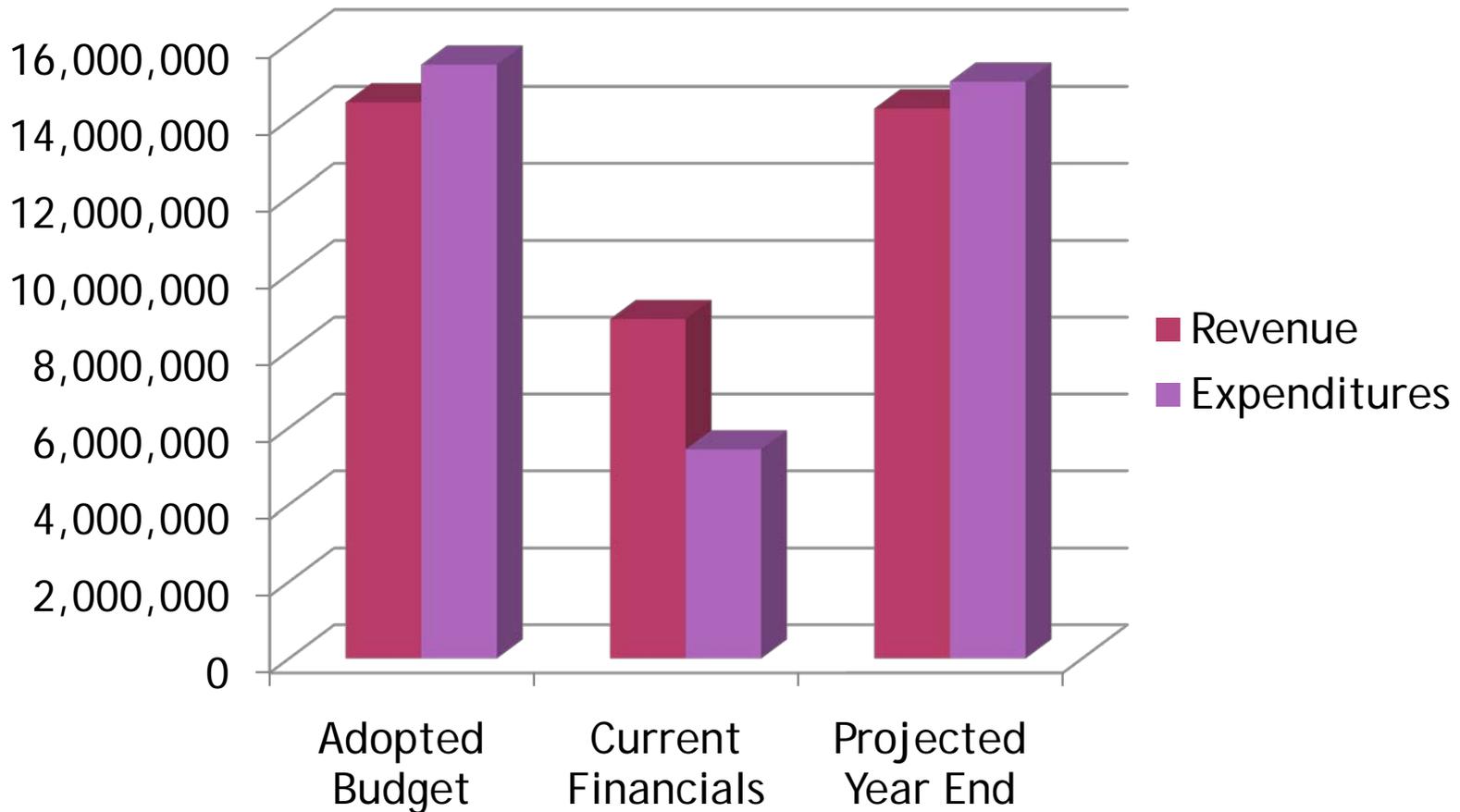
UNPLANNED ITEMS

- Ogletree Gap fencing (citizen request)
- Employee committee expenses
- Boost in internet speed
- Water/Sewer
 - Water Model Update
 - Fort Hood easement purchases
 - CCN filings
- Library gifts/Citizen donations
- Grants (8 sources)
- FM 1113 sidewalk grant - final invoice (audit close-out comment)
- Savings - Election expense for runoff

CURRENT FINANCIAL POSITION

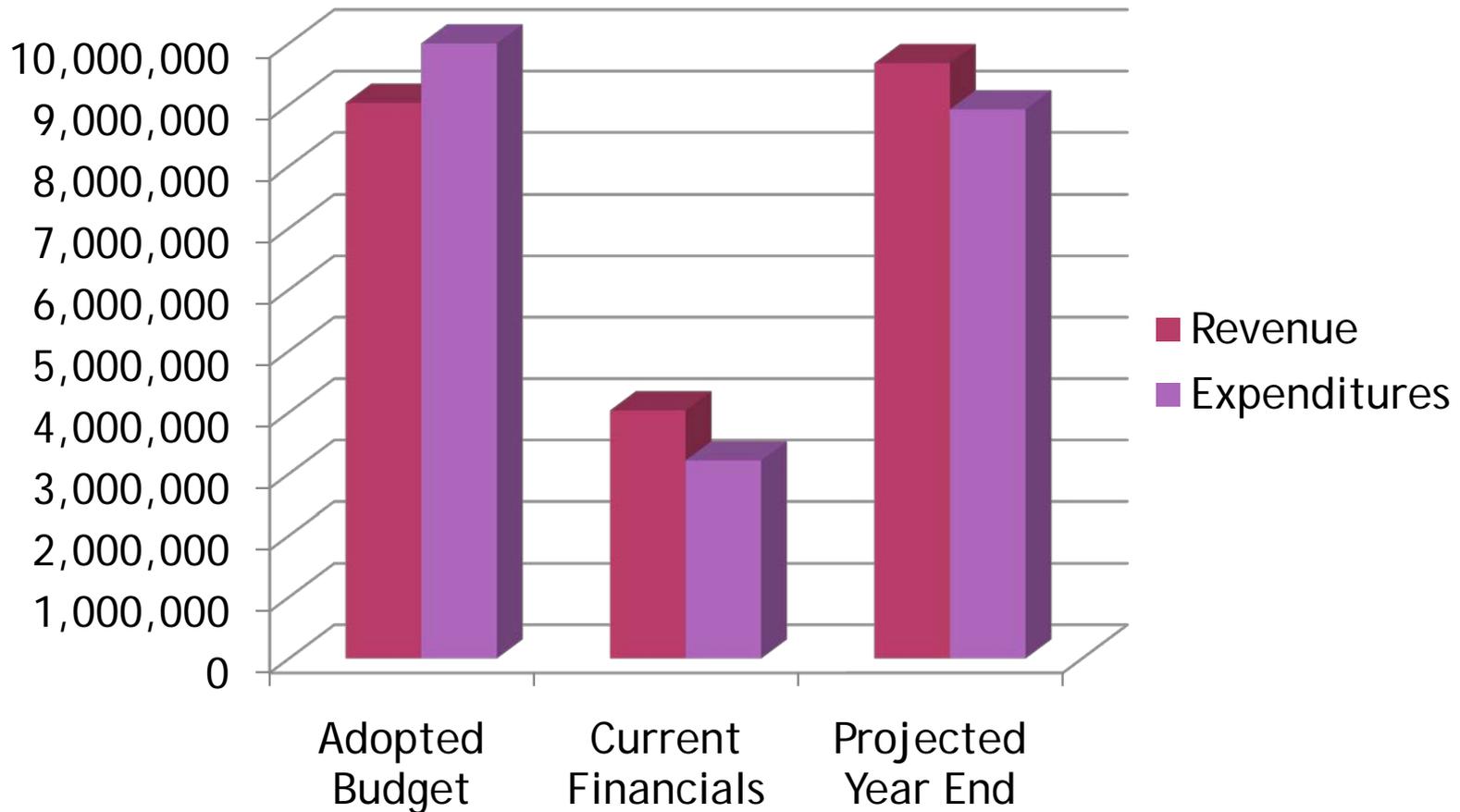
CURRENT FINANCIAL POSITION

General Fund



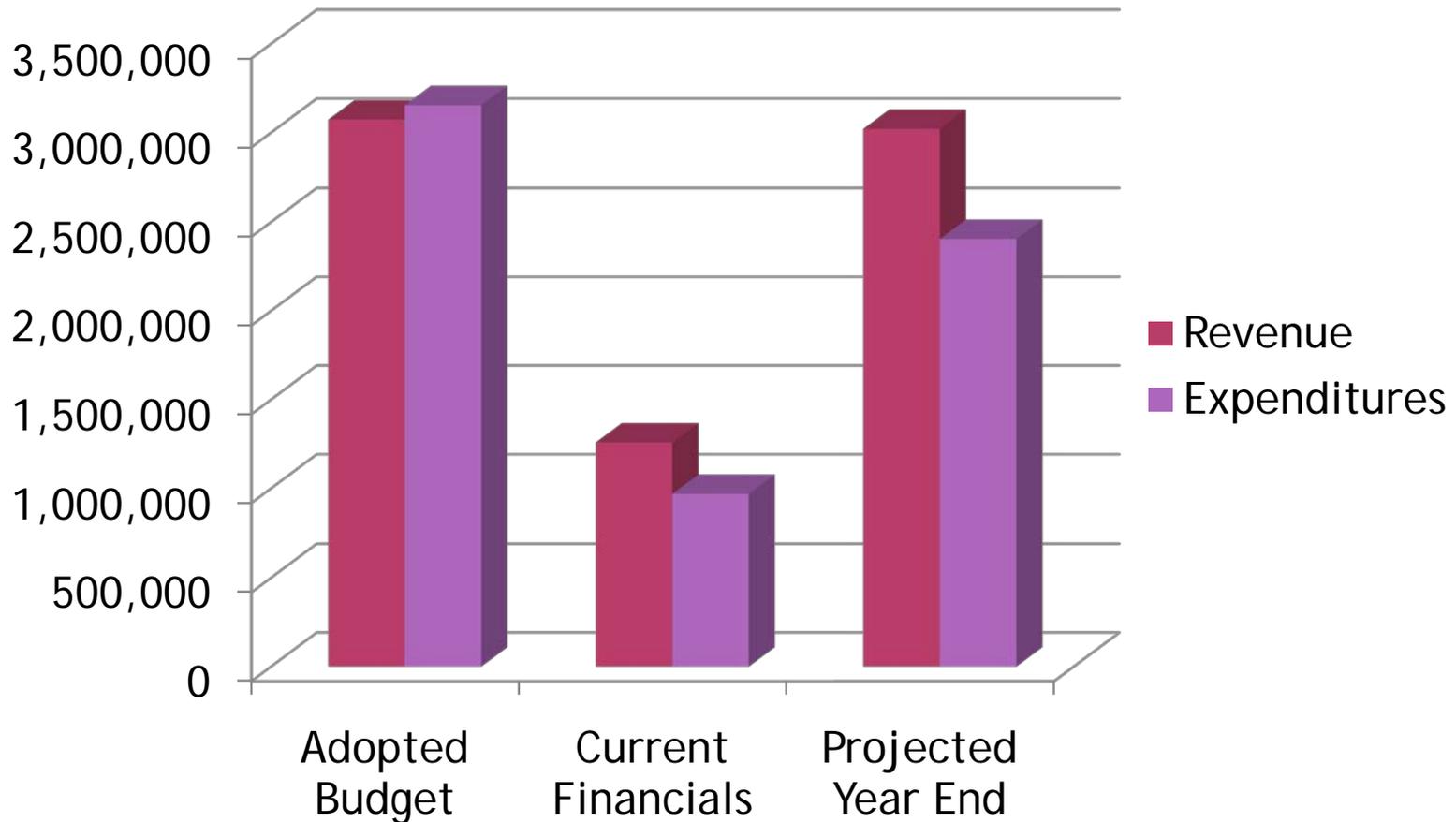
CURRENT FINANCIAL POSITION

Water & Sewer Fund



CURRENT FINANCIAL POSITION

Solid Waste Fund



PROPOSED BUDGET
AMENDMENT AND
MANAGEMENT CHANGES

GENERAL FUND

Department	Adopted Budget 10/1/10	Actual YTD as of 02/28/11	Proposed Budget Amendment	FY 2011 Budget (after Budget Amendment)
Fire - Overtime & Certification	3,365,909	1,284,567	100,141	3,466,050
Parks & Recreation - Ogletree Gap Fence	1,111,123	371,640	9,230	1,120,353
Other Adjustments	1,059,433	245,076	10,328	1,041,261
Total General Fund	\$15,442,528	\$5,430,670	\$119,699	\$15,562,227

Available Ending Fund Balance	4,392,081
Fund Balance Adjustment	(119,699)
Proposed Ending Fund Balance	\$4,272,382

WATER AND SEWER FUND

Department / Object	Adopted Budget 10/1/10	Actual YTD as of 02/28/11	Proposed Budget Amendment	FY 2011 Budget (after Budget Amendment)
NON-DEPARTMENTAL				
Professional Services - Water Model	0	0	10,000	10,000
Land - Fort Hood Easement	3,400	0	8,900	12,300
Debt - Refunding	2,702,095	637,579	311,965	3,014,060
Total Water & Sewer Fund	\$9,996,725	\$3,214,972	\$330,865	\$10,327,590

Available Ending Fund Balance	1,239,912
Fund Balance Adjustment	(330,865)
Proposed Ending Fund Balance	\$909,047

DEBT SERVICE FUND

Object	Adopted Budget 10/1/10	Actual YTD as of 02/28/11	Proposed Budget Amendment	FY 2011 Budget (after Budget Amendment)
Principal	1,103,932	10,000	135,425	1,239,357
Interest	971,832	413,331	(16,938)	954,894
Bond Paying Agent Fee	0	(2,770)	6,245	6,245
Arbitrage Rebate Service	0	12,800	12,800	12,800
Arbitrage Rebate	0	0	57,481	57,481
Total Debt Service	\$2,075,764	\$433,361	\$195,013	\$2,270,777

Available Ending Fund Balance	1,033,005
Fund Balance Adjustment	(195,013)
Proposed Ending Fund Balance	\$837,992

OTHER FUNDS

Fund	Adopted Budget 10/1/10	Actual YTD as of 02/28/11	Proposed Budget Amendment	FY 2011 Budget (after Budget Amendment)
Solid Waste Fund	3,154,328	968,776	8,022	3,162,350
Golf Course Fund	619,018	230,762	3,250	622,268
Grant Fund	407,268	160,516	1,273	408,541
Court Technology Fund	56,449	35,592	7,210	63,659

Note: Budget amendments are also included for the Library Gifts and Memorials, the City-Wide Donations, the 2003 Certificate of Obligations (Tax Supported), and the 2010A Limited Tax Notes (Tax Supported) funds. The budget amendments result in no change to fund balance.

MANAGEMENT CHANGES

- ◉ Hold on vacant positions until leave payoff absorbed
- ◉ Delaying expenses - operating and capital project
- ◉ Control expenses at golf course
- ◉ Delay health insurance benefits for new hires
- ◉ Water Model Update
- ◉ Utility Rate Study
- ◉ Fuel prices being monitored

City Council Regular

Item #: G. 2.

Date: 04/19/2011

Information

Subject

Consideration and action on approving minutes from the regular council meeting of April 5, 2011. ***Jane Lees, City Secretary***

Attachments

Link: [4/5/11 regular minutes](#)

CITY OF COPPERAS COVE
CITY COUNCIL REGULAR MEETING MINUTES
April 5, 2011 – 7:00 P.M.

A CALL TO ORDER

B INVOCATION AND 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, City Manager
Charles E. Zech, City Attorney
Jane Lees, City Secretary

D ANNOUNCEMENTS - Council Member Kent said that he was excited to be a part of this great community and very happy to see citizens attend the Council Meetings. He encouraged everyone to come out to the meetings and support the City Council. Ms. Gardner introduced the new Director of Financial Services to the Council, Velia Kay. She also announced that the Keep Copperas Cove Beautiful (KCCB) Commission is hosting a composting class on Saturday, April 16, 2011 from 10 a.m. to Noon. If anyone would like additional information on this class, please contact Silvia Rhoads at 254-547-4242 or email yardofthemonth@ci.copperas-cove.tx.us. Mayor Hull thanked everyone who came out to help KCCB with their cleanup efforts last Saturday, April 2, 2011.

E PUBLIC RECOGNITION

- 1 Employee Service Awards - April 2011. **Andrea M. Gardner, City Manager**
 - Kevin Keller, Police Sergeant, 10 Years
 - Jean Williams, Sr. Customer Service Representative, Municipal Utilities, 10 Years
 - Maria Burns, Police Communications Operator, 10 Years
 - Allan Thompson, Firefighter/EMT, 5 Years
 - Marcus Waechter, Firefighter/Paramedic, 5 Years
- 2 Proclamation: Public Safety Telecommunicators Week, April 10-16, 2011. **John Hull, Mayor**
- 3 Proclamation: Child Abuse Prevention Month, April 2011. **John Hull, Mayor**

4 Proclamation: Fair Housing Month in the Central Texas Region, April 2011. **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.

Neggi Loudermilk, 2005 Babb Street, and Mr. Pennock. Ms. Loudermilk stated that she was the President of the Killeen Japanese Ladies Club. She asked citizens and businesses to do what they could to help raise money for the people in Japan.

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 March 14, 2011. **Jane Lees, City Secretary**

2 Consideration and action on approving the minutes from the workshop council meeting of March 15, 2011. **Jane Lees, City Secretary**

3 Consideration and action on approving the minutes from the regular council meeting of March 15, 2011. **Jane Lees, City Secretary**

4 Consideration and action, authorizing the City Manager to enter into a contract with Zip Cleaners for uniform rental and cleaning services, with an additional one year optional renewal. **Gary D. Young, Deputy Fire Chief**

5 Consideration and action on a resolution accepting the quarterly investment report as presented for the quarter ending December 31, 2010 per the Investment Policy. **Andrea M. Gardner, City Manager**

Council Member Kent made a motion to approve consent items G-1, G-2, G-3, G-4 and G-5 as presented. Council Member Seffrood seconded the motion, which passed unanimously.

H **PUBLIC HEARINGS/ACTION**

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

ORDINANCE NO. 2011-05

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

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

Speaking: None.

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

Action will be taken on Ordinance No. 2011-05 at the April 19, 2011 Council Meeting.

I **ACTION ITEMS**

- 1 Consideration and action approving the purchase of new Self Contained Breathing Apparatus (SCBA) for the Fire Department. **J. Mike Baker, Fire Chief**

Council Member Smith made a motion to approve the purchase of SCBA for the Fire Department. Council Member Palmer seconded the motion, which passed unanimously.

- 2 Consideration and action on the appointment of the City Manager to represent the City of Copperas Cove by serving as a member of the Cen-Tex Sustainable Communities Partnership Executive Committee. **John Hull, Mayor**

Mayor Hull nominated Andrea Gardner, City Manager, to represent Copperas Cove on the Cen-Tex Sustainable Communities Partnership Executive Committee. Council Member Meredith made a motion to appoint Andrea Gardner to the Committee. Council Member Smith seconded the motion, which passed unanimously.

- 3 Consideration and action on authorizing City staff to remove the trees planted on Main Street in the Downtown area. **Andrea M. Gardner, City Manager**

Council Member Smith made a motion to not authorize removal of the trees planted on Main Street in the Downtown area. Council Member Youngs seconded the motion, which passed unanimously.

- 4 Consideration and action on authorizing the City Manager to enter into an interlocal agreement with North Central Texas Council of Governments (NCTCOG) and a master agreement with Gabriel, Roeder, Smith & Co. (GRS) for actuarial services for the fiscal year 2010-11 audit. **Andrea M. Gardner, City Manager**

Council Member Meredith made a motion to authorize the City Manager to enter into an interlocal agreement with NCTCOG and a master agreement with GRS for actuarial services for the fiscal year 2010-11 audit. Council Member Kent seconded the motion, which passed unanimously.

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

K **ITEMS FOR FUTURE AGENDAS** - Council Member Kent requested a follow-up workshop to discuss developing activities with the City's youth. The Council concurred.

L **EXECUTIVE SESSION - None.**

M **RECONVENE INTO OPEN SESSION FOR POSSIBLE ACTION RESULTING FROM ANY ITEMS POSTED AND LEGALLY DISCUSSED IN EXECUTIVE SESSION - None.**

N **ADJOURNMENT** - There being no further business, Mayor Hull adjourned the meeting at 7:55 p.m.

ATTEST:

John Hull, Mayor

Jane Lees, City Secretary

Date: 04/19/2011

Contact: Bob McKinnon, Division Head of Public Works

Information

SUBJECT

Consideration and action on accepting an Oncor Take A Load Off, Texas, City Matching Grant. **Robert M. McKinnon, Division Head Public Works**

BACKGROUND/HISTORY

In 2010 the City received an Energy Efficiency and Conservation Block Grant (EECBG) through the State Energy Conservation Office (SECO) for replacement of numerous Heating Ventilating & Air Conditioning (HVAC) units, in the amount of \$86,365.00. When applying for the SECO grant, staff was informed that Oncor had a "City Matching Grant Program". Thus, staff found that by packaging HVAC replacements into projects we could be eligible for the grant. Therefore, staff submitted two projects, containing numerous units for replacement. Staff was also informed that the SECO grant funds could be utilized for the City's match on the grant.

FINDINGS/CURRENT ACTIVITY

On March 31, 2011, the City received notification from Oncor that our application had been accepted and the City is eligible to receive \$42,653.00 in an Oncor "Take A Load Off, Texas" City Matching Grant. A copy of the grant acceptance letter is attached.

ACTION OPTIONS/RECOMMENDATION

City staff recommends the council accept Oncor's Take A Load Off, Texas, City Matching Grant.

Fiscal Impact

FINANCIAL IMPACT:

There will be no negative financial impact.

Attachments

Link: [Oncor - City Matching Grant Letter 033111](#)



City Matching Grant Program

March 31, 2011

Bob McKinnon
City of Copperas Cove
507 S. Main St.
Copperas Cove, TX 76522
bmckinnon@ci.copperas-cove.tx.us

Dear Bob:

Thank you for your Application to Oncor's Take A Load Off, TexasSM City Matching Grant Program. We are pleased to inform you that your grant application requests in the amounts of \$28,582.00 and \$13,771.00 have been accepted. Your receipt of matching grant funds is contingent upon compliance with all of the Program's guidelines. Additionally, the awarded grant amount is based on the information you provided on your Application and could change if the verified project costs or energy savings achieved differ from your Application.

Your Program Representative from CLEAResult will be in touch with you soon to discuss the next steps. In the meantime, please feel free to contact me with any questions.

Thank you for your commitment to advancing energy efficiency in Texas. On behalf of Oncor, we offer our congratulations and look forward to working with you to make your project a success.

Sincerely,

A handwritten signature in black ink, appearing to read "Karl Green".

Karl Green
317 N. 2nd Street
Killeen, TX 76541
254-554-2262
karl.green@oncor.com

Take A Load Off, Texas[®] is provided by Oncor Electric Delivery LLC as part of the company's commitment to reduce energy consumption and demand. CLEAResult Consulting, Inc. implements the Take A Load Off, Texas City Matching Grant Program as an independent contractor. For more information, visit www.takealoadofftexas.com.

www.takealoadofftexas.com



Date: 04/19/2011

Contact: Andrea Gardner, City Manager

Information

SUBJECT

Consideration and action on adopting a resolution of the City of Copperas Cove revising the City Goals.
Andrea M. Gardner, City Manager

BACKGROUND/HISTORY

Copperas Cove Top 10 Goals were approved on November 13, 2000 and include the following:

1. Ensure continued quality public safety
2. Improve and expand City infrastructure
3. Promote economic development activities
4. Continued support of the Combined Image Campaign
5. Expand parks and recreation programs and construct a multi-purpose facility
6. Retain and attract quality employees
7. Enhance solids waste programs
8. Support non-municipal community youth programs
9. Maintain or reduce the property tax rate
10. Improve land developer relations

City Council and staff revisited the goals a number of times since adoption in 2000; however, no changes were approved by the Council as result of the discussion.

FINDINGS/CURRENT ACTIVITY

On March 14, 2011 during a Council Retreat, the City Council agreed to revise the goals of the City to the following:

- Conduct long range planning.
- Continue sustainability initiatives.
- Develop and maintain partnerships with local, regional, state and federal entities.
- Maintain, improve and expand City infrastructure, facilities and programs to include parks and leisure programs.
- Ensure continued quality public safety.
- Exercise fiscal responsibility.
- Adopt an ad valorem tax rate sufficient to fund service level requirements consistent with the City's Vision and Mission Statements.
- Attract and retain quality employees.
- Support economic development activities.
- Participate in Fort Hood activities and programs in support of the military's mission.

ACTION OPTIONS/RECOMMENDATION

City staff recommends the City Council adopt Resolution No. 2011-14, approving the goals of the City of Copperas Cove.

Fiscal Impact

FINANCIAL IMPACT:

None

Attachments

Link: [City Goals Resolution](#)

RESOLUTION NO. 2011-14

A RESOLUTION OF THE CITY OF COPPERAS COVE ADOPTING THE CITY OF COPPERAS COVE'S GOALS.

WHEREAS, the City of Copperas Cove has determined engaging in a goal setting process to establish its priorities for the community is in the best interest of the City; and

WHEREAS, many of the goals of Council from previous years continue to remain active and guide the actions of both Council and the Administration in their budgeting and programming initiatives; and

WHEREAS, the City Council endeavors to be strategic in its deliberations regarding these goals so that the current opportunities, needs and challenges facing the community are fully considered; and

WHEREAS, the City Council desires to formally adopt its goals to help guide the City in shaping its future.

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

Section 1.

That, as a result of the goal-setting process, the City Council of Copperas Cove hereby adopts the following goals, which represent those major areas of emphasis upon which the City's existing and new goals will continue to focus:

CITY OF COPPERAS COVE GOALS

- **Conduct long range planning.**
- **Continue sustainability initiatives.**
- **Develop and maintain partnerships with local, regional, state and federal entities.**
- **Maintain, improve and expand City infrastructure, facilities and programs to include parks and leisure programs.**
- **Ensure continued quality public safety.**
- **Exercise fiscal responsibility.**
- **Adopt an ad valorem tax rate sufficient to fund service level requirements consistent with the City's Vision and Mission Statements.**
- **Attract and retain quality employees.**
- **Support economic development activities.**
- **Participate in Fort Hood activities and programs in support of the military's mission.**

Section 2.

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

PASSED, APPROVED, AND ADOPTED on this 19th day of April 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: 04/19/2011

Contact: Andrea Gardner, City Manager

Information

SUBJECT

Consideration and action on a resolution revising the City of Copperas Cove Vision and Mission Statements. **Andrea M. Gardner, City Manager**

BACKGROUND/HISTORY

The Vision Statement of the City of Copperas Cove was adopted on November 13, 2000 as the following:

The vision of Copperas Cove is to foster the highest quality of life enabling all citizens to work, play and grow in a protected and productive environment.

The Mission Statement of the City of Copperas Cove was adopted on November 13, 2000 as the following:

The mission of the City of Copperas Cove is to provide excellence in public service to meet the needs of our diverse community through quality customer services while exercising cost effective management and maintaining fiscal responsibility.

FINDINGS/CURRENT ACTIVITY

During the Council Retreat held on March 14, 2011, the members of the governing body agreed on the following vision and mission statements of the City:

The Vision of the City of Copperas Cove is a military friendly and environmentally sensitive community with a high quality of life in a safe environment where people genuinely care about the City.

The Mission of the City of Copperas Cove is to provide excellent public services using revenues effectively to meet the needs of our diverse community.

ACTION OPTIONS/RECOMMENDATION

City staff recommends the City Council adopt Resolution No. 2011-15, revising the Vision and Mission Statements of the City of Copperas Cove.

Fiscal Impact

FINANCIAL IMPACT:

None

Attachments

Link: [Vision & Mission Statements Resolution](#)

RESOLUTION NO. 2011-15

**A RESOLUTION OF THE CITY OF COPPERAS COVE
ADOPTING A VISION AND MISSION STATEMENT FOR
THE CITY OF COPPERAS COVE.**

WHEREAS, the City Council of the City of Copperas Cove determined the Vision and Mission Statements of the City should be revised during a Council/Staff Retreat held on March 14, 2011; and

WHEREAS, the Vision and Mission Statements serve as a guide for the actions of both Council and the Administration in their budgeting and operating activities; and

WHEREAS, the City Council desires to formally adopt its Vision and Mission Statements to help guide the City in shaping its future.

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

Section 1.

That, as a result of the Council/Staff Retreat discussions, the City Council of Copperas Cove hereby adopts the following as the City's Vision and Mission Statements:

CITY OF COPPERAS COVE VISION STATEMENT

The Vision of the City of Copperas Cove is a military friendly and environmentally sensitive community with a high quality of life in a safe environment where people genuinely care about the City.

CITY OF COPPERAS COVE MISSION STATEMENT

The Mission of the City of Copperas Cove is to provide excellent public services using revenues effectively to meet the needs of our diverse community.

Section 2.

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

PASSED, APPROVED, AND ADOPTED on this 19th day of April 2011 at a regular meeting of the City Council of the City of Copperas Cove, Texas which meeting was held in compliance with the Open Meetings Act, Tex. Gov't Code, §551.001, et.seq. at which meeting a quorum was present and voting.

John Hull, Mayor

ATTEST:

Jane Lees, City Secretary

APPROVED AS TO FORM:

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

City Council Regular

Item #: G. 6.

Date: 04/19/2011

Contact: Andrea Gardner, City Manager

Information

SUBJECT

Consideration and action on adopting a resolution establishing the Mission of the Copperas Cove City Council. *Andrea M. Gardner, City Manager*

BACKGROUND/HISTORY

The City Council considered the Mission Statement of the City to also serve as the Mission of the City Council, thus did not establish a separate Mission Statement for the governing body.

FINDINGS/CURRENT ACTIVITY

During discussion at the March 14, 2011 City Council Retreat, the Council concluded a Mission Statement for the Council should be separate from that of the City, just as with all other departments of the City. Thus, the following Mission Statement was drafted:

The Mission of the City of Copperas Cove City Council is to develop effective public policy and provide direction to staff in accordance with the City Charter.

ACTION OPTIONS/RECOMMENDATION

City staff recommends the City Council approve a resolution of the City of Copperas Cove adopting a Mission Statement for the City of Copperas Cove City Council.

Fiscal Impact

FINANCIAL IMPACT:

None

Attachments

Link: [Council Mission Statement Resolution](#)

RESOLUTION NO. 2011-16

**A RESOLUTION OF THE CITY OF COPPERAS COVE
ADOPTING A VISION AND MISSION STATEMENT FOR
THE CITY COUNCIL OF THE CITY OF COPPERAS
COVE.**

WHEREAS, the City Council of the City of Copperas Cove determined the Mission Statement for the City Council should be separate from that of the City; and

WHEREAS, the City Council of the City of Copperas Cove developed the Mission Statement for the City Council during discussions at the March 14, 2011 Council/Staff Retreat; and

WHEREAS, the Mission Statement of the City Council will serve as a guide for the development of the City Council's annual operating departmental budget activities; and

WHEREAS, the City Council desires to formally adopt its Mission Statement.

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

Section 1.

That, as a result of the Council/Staff Retreat discussions, the City Council of Copperas Cove hereby adopts the following as the City Council's Mission Statement:

CITY OF COPPERAS COVE CITY COUNCIL MISSION STATEMENT

The Mission of the City Council is to develop effective public policy and provide direction to staff in accordance with the City Charter.

Section 2.

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

PASSED, APPROVED, AND ADOPTED on this 19th day of April 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: 04/19/2011

Contact: Wesley Wright, Projects Director/City Engineer

Information

SUBJECT

Consideration and action on a resolution authorizing the City Manager to accept a right-of-way dedication from 4JC Partnership for Bradford Drive Improvements. **Wesley Wright, City Engineer**

BACKGROUND/HISTORY

In late 2008, design began on the proposed extension of Bradford Drive to connect to FM 1113 (Ave B). The project will result in a new, signalized railroad crossing and the closure of the existing Olive Street crossing.

In late 2010, a design change order was approved to expand the scope of the proposed Bradford Drive improvements. The changes will result in a 24' wide Bradford Drive from FM 1113 (Ave B) across the BNSF Railroad to intersect with Olive Street.

The BNSF Railroad has installed concrete crossing panels and signal arms are operational. Also, the design of the Bradford Drive improvements is completed. All that remains prior to bidding the project is to acquire two right-of-way tracts.

FINDINGS/CURRENT ACTIVITY

For several months, staff has been negotiating with Jimmy Clark of 4JC Partnership for the dedication of 0.90 acres necessary to construct the proposed Bradford Drive Improvements. In an effort to save project costs to allow Bradford Drive to be extended and widened to 24' from FM 1113 (Ave B) to Olive Street, staff requested a donation from Mr. Clark.

After consideration, Mr. Clark has graciously and generously agreed to donate the needed 0.90 acres of right-of-way under the condition that the remaining property be allowed driveway access to the future Bradford Drive.

ACTION OPTIONS/RECOMMENDATION

City staff recommends City Council adopt Resolution No. 2011-11, authorizing the City Manager to accept a right-of-way dedication from 4JC Partnership for Bradford Drive Improvements.

Fiscal Impact

FINANCIAL IMPACT:

None.

Attachments

Link: [Dedication resolution](#)

Link: [Exhibit A - 4JC Partnership ROW Description](#)

Link: [Bradford Drive Project Layout](#)

Link: [Bradford Dr ROW Dedication - Clark](#)

RESOLUTION NO. 2011-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, ACCEPTING A DEDICATION OF 0.90 ACRES OF RIGHT-OF-WAY BY 4JC PARTNERSHIP FOR THE COMPLETION OF THE BRADFORD DRIVE IMPROVEMENTS (“THE PROJECT”)

WHEREAS, the City Council of the City of Copperas Cove previously resolved that a public necessity exists for the implementation and completion of the Bradford Drive Improvements to further improve the general welfare, health and public safety of the Citizens of the City of Copperas Cove, Texas and the general public at large; and

WHEREAS, the City Council has previously resolved and authorized the City to enter into an agreement for design services for The Project; and

WHEREAS, through diligent efforts to avoid costs and other expenditure of resources to acquire certain property rights through eminent domain, the City has been able approach various property owners to negotiate the acquisition of certain property in order to further the development of The Project; and

WHEREAS, 4JC Partnership, a limited partnership, has graciously offered to dedicate 0.90 acres of right-of-way to the City for the construction, development and maintenance of the The Project, a portion of which is to be constructed adjacent to the 4JC Partnership property; and

WHEREAS, 4JC Partnership has requested and the City Council agrees to allow driveway access to The Project; and

WHEREAS, without the offer of 4JC Partnership to dedicate and convey the right-of-way to the City of Copperas Cove for this necessary public works project, the citizens of the City of Copperas Cove would have had to incur expenses including costs of appraisals, litigation, special commissioners’ and attorney’s fees associated with condemnation of the property.

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

SECTION 1. That the City Council hereby finds and determines that it is in the best interest of the citizens of the City of Copperas Cove to accept the dedication of 0.90 acres of right-of-way, as described in the attached Exhibit “A”, by 4JC Partnership for use in the construction, development and maintenance of The Project and for any and all other uses required by the project engineers and as agreed to and accepted by 4JC Partnership.

SECTION 2. That the City Council of Copperas Cove authorizes the City Manager to accept the dedication of the 0.90 acre of right-of-way for these purposes and wholeheartedly thanks and offers its gratitude to 4JC Partnership for this dedication to the citizens of the City of Copperas Cove.

PASSED, APPROVED, AND ADOPTED on this 19th day of April, 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

EXHIBIT A

DESCRIPTION OF A 0.90 ACRE TRACT OUT OF THE J. P. FUDGE SURVEY, ABSTRACT NO. 1412 AND THE D.A. PARRISH SURVEY, ABSTRACT NO., AND BEING A PORTION OF TRACT 19 OF BRADFORD OAKS RANCH, AS CONVEYED TO 4JC PARTNERS, L.P. IN INSTRUMENT NO. 201678 IN THE OFFICIAL PUBLIC RECORDS OF CORYELL COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an capped iron rod found for the northwestern corner of the Tract 19, and also being on the northeastern corner of Tract 18, as conveyed to Charles R. Grimes in Instrument No. 196896 in the official public records of Coryell County, Texas and also on the southern property line of Tract 1, as Trafalgar Property Inc. Instrument No. 95922, from which points an iron rod found on the southwestern property line of Tract 1, the southeastern property line of Tract 2, Trafalgar Property Inc. Instrument No. 95922, and the northeastern property corner of Tract 17, as conveyed to James W. Clark II in Instrument No. 220039, in the official public records of Coryell County, Texas, bears N 71° 43' 51" W (N 71° 26' 01" W), 795.63 feet (Bearing Basis);

THENCE S 70° 02' 23" E, a distance of 201.35 (201.10) feet, along and with the common property line of Tract 1 and Tract 19, to an iron rod found on the northeastern corner of Tract 19 and on the southern right-of-way line of Burlington Northern Railroad,

THENCE S 26° 53' 25" E, a distance of 137.96 feet, along and with the common property line of Tract 19 and the right-of-way line of Burlington Northern Railroad, to a set iron pin point on a non-tangent curve to the right,

THENCE a distance of 314.55 feet along said curve, having a radius of 335.00 feet and a chord bearing and distance of N 80° 09' 17" W, 303.12 feet, to a set iron pin,

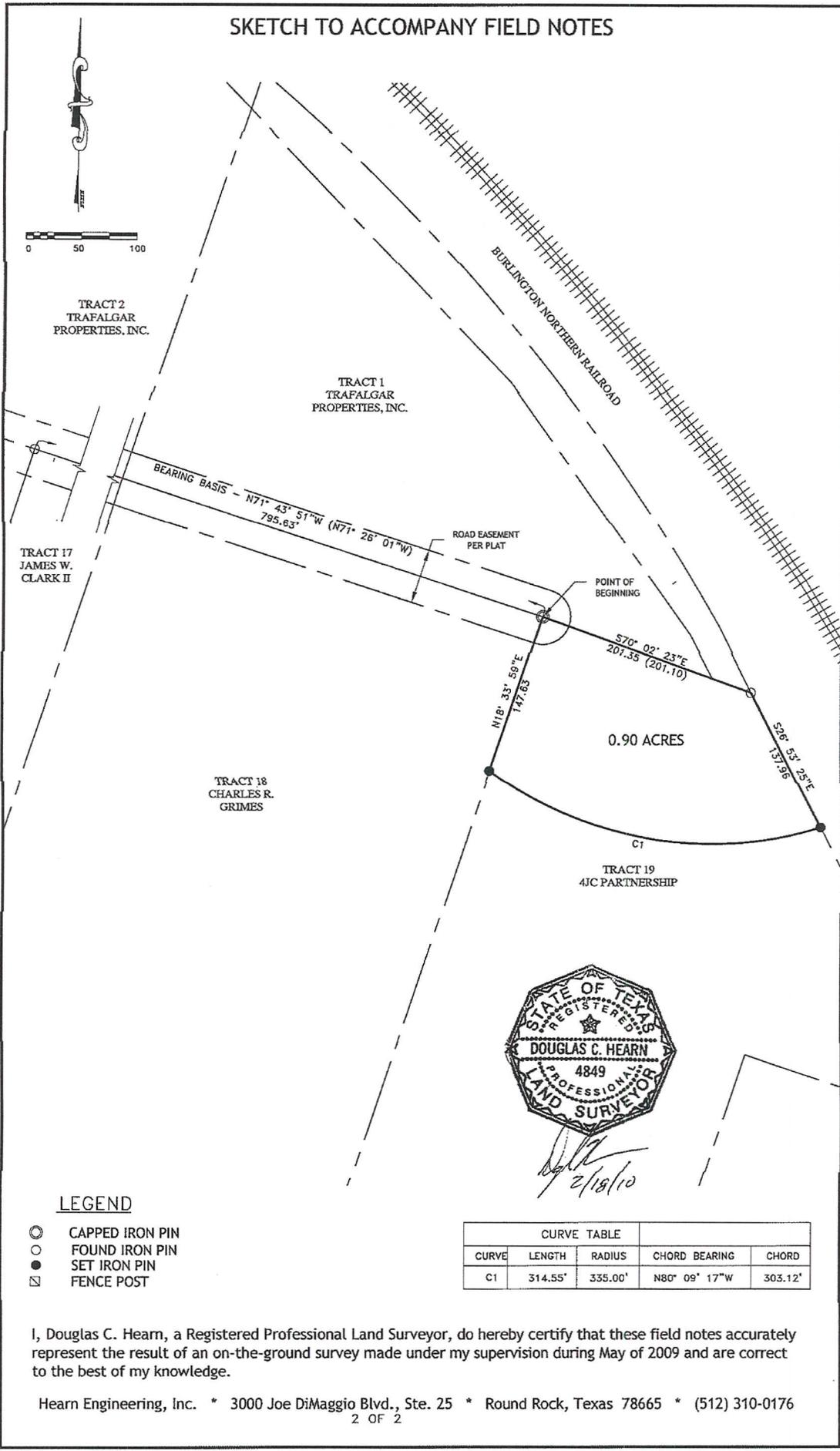
THENCE N 18° 33' 59" E, along and common property line of Tract 18, and Tract 19, a distance of 147.63 feet to the **POINT OF BEGINNING**, and containing 0.90 acres, more or less.

Record information is shown in parenthesis.

I, Douglas C. Hearn, a Registered Professional Land Surveyor, do hereby certify that these field notes are based on record information, supplemental field surveys, and calculations performed under my supervision in May of 2009 and are correct to the best of my knowledge and belief.



SKETCH TO ACCOMPANY FIELD NOTES



G:\A_Projects\Coppers_Cove\Beaforde_Div\Emt.Doc\ES\ITF-2.dwg, 2/18/2010 1:19:55 PM, gerry

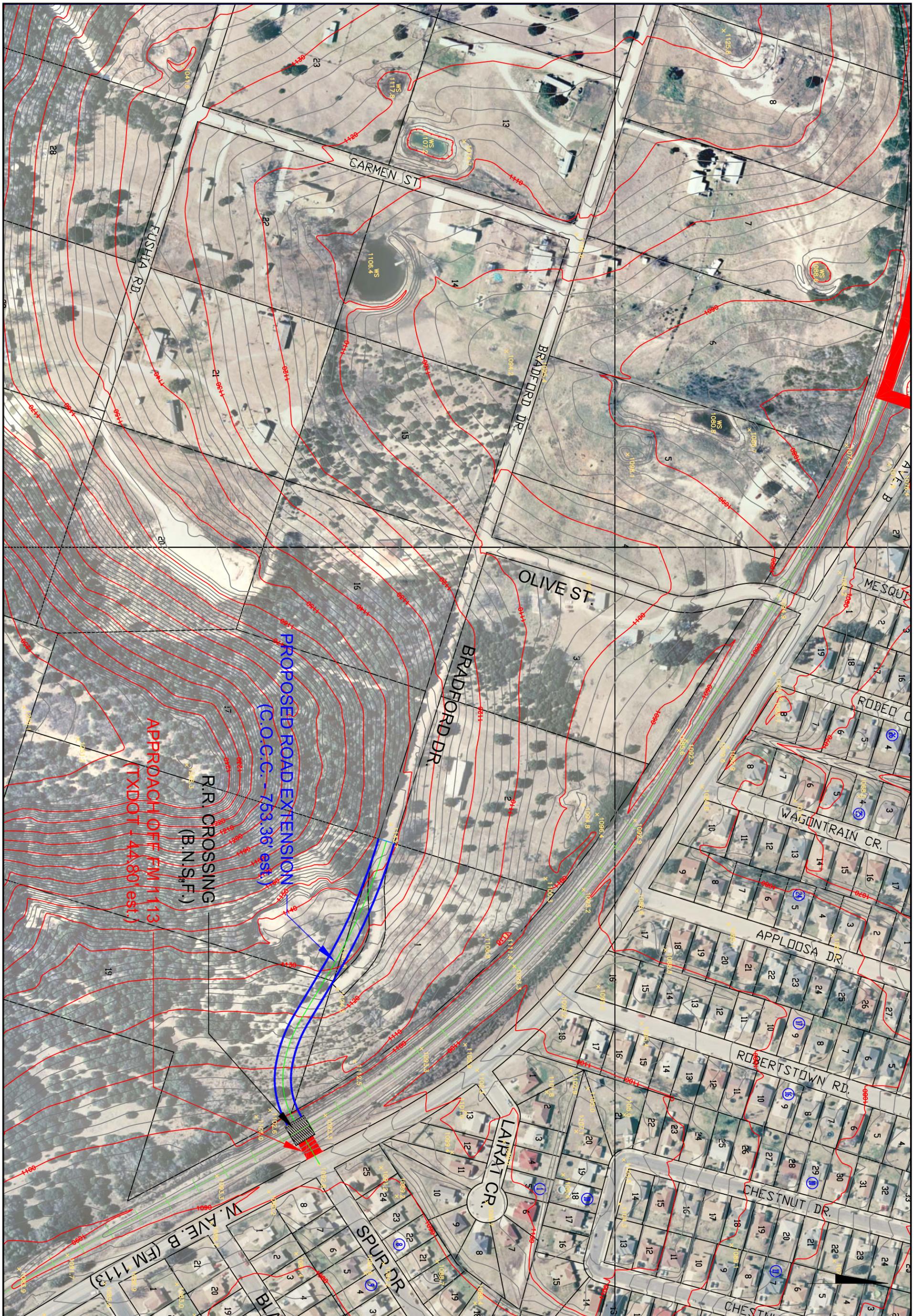
LEGEND

- CAPPED IRON PIN
- FOUND IRON PIN
- SET IRON PIN
- FENCE POST

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD BEARING	CHORD
C1	314.55'	335.00'	$N80^{\circ} 09' 17'' W$	303.12'

I, Douglas C. Hearn, a Registered Professional Land Surveyor, do hereby certify that these field notes accurately represent the result of an on-the-ground survey made under my supervision during May of 2009 and are correct to the best of my knowledge.

Hearn Engineering, Inc. * 3000 Joe DiMaggio Blvd., Ste. 25 * Round Rock, Texas 78665 * (512) 310-0176



PROPOSED RAILROAD CROSSING

FM 1113 & Spur/Bradford Dr. (Extension)



DATE: JULY 29, 2008
SCALE: N.T.S.
DESIGNED BY: City of Copperas Cove, Texas
DRAWN BY: City of Copperas Cove, Texas
DRAWING FILE: Proposed RR Crossing.dwg
SHEET: 1 of 1

CITY OF COPPERAS COVE RIGHT-OF-WAY DEDICATION INSTRUMENT

STATE OF TEXAS §

COUNTY OF CORYELL §

For and in consideration of the sum of ten dollars (\$10.00) in hand paid by the City of Copperas Cove, Texas, the receipt of which is hereby acknowledged, and other good and valuable consideration, including the benefits that will accrue to my property, _____, of Coryell County, Texas, as the owner of that certain tract of land in Coryell County, Texas depicted by metes and bounds description in Exhibit "A", attached hereto and incorporated herein for all purposes of this dedication (the "ROW"), and as more particularly described by drawing as set forth in the "Drawing of Exhibit B", attached hereto and incorporated herein for all purposes of this dedication, do hereby dedicate same to the City of Copperas Cove, Coryell County, Texas for the use and benefit of the public as a perpetual right-of-way for the passage and accommodation of vehicular and pedestrian traffic, and the construction, operation, use, maintenance, inspection, repair, alteration, and replacement of a paved road within the boundaries of the ROW and for all other purposes for which a public street and right-of-way is commonly used, including installing, repairing, maintaining, altering, replacing, relocating and operating utilities in, into, upon, over, across, and under said ROW, and including but not limited to all such uses permitted by the Laws of the State of Texas and the Ordinances and Charter of the City of Copperas Cove, Texas.

TO HAVE AND TO HOLD said ROW unto the City of Copperas Cove, its successors and assigns, and GRANTOR(S) hereby bind(s) itself (themselves), its (their) successors and assigns to warrant and forever defend, all and singular, said premises unto the City of Copperas Cove, its successor: and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

GRANTOR covenants and agrees that GRANTOR and GRANTOR'S heirs, representatives, successors and assigns shall at no time erect, place or construct, or cause to be erected, placed or constructed in, into, upon, over, across or under the ROW granted herein any temporary or permanent structures, except compliance with the City's Subdivision regulations; and it is further agreed that the City of Copperas Cove shall have the right to excavate, fill and remove any fences, buildings or other obstructions as may now, or in the future, be found upon said Right of Way.

It is further intended that the ROW herein granted to the City of Copperas Cove shall run with the land and forever be a burden in and to the land belonging to GRANTOR, and GRANTOR'S successors and assigns, and said grant is expressly excepted from any right of reversion of said premises under any prior deeds in GRANTOR'S chain of title. The ROW rights and privileges granted herein are exclusive, and GRANTOR covenants that it will not convey any other easement or conflicting rights within the area covered by the grant to any other person.

IN WITNESS WHEREOF, this dedication instrument is executed this _____ day of _____, 20_____.

BY: _____

GRANTOR

BY: _____

GRANTOR

ACKNOWLEDGEMENT

THE STATE OF TEXAS,

COUNTY OF _____

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 20____.

NOTARY SEAL

Notary Public, State of Texas

Notary's Name (Printed)

Notary's Commission Expires

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest and real property conveyed by this dedication instrument the _____ day of _____, 20____, from _____ to the CITY OF COPPERAS COVE, has

been duly accepted subject to all terms and conditions contained therein, and the City Council has consented to recordation of such dedication instrument by its duly authorized officer.

Dated

City Manager, CITY OF COPPERAS COVE

ATTEST:

City Secretary

AFTER EXECUTION BY GRANTOR, PLEASE RETURN ORIGINAL TO:
CITY OF COPPERAS COVE
C/o City Engineer
PO Box 1449
Copperas Cove, TX 76522

AFTER RECORDING, PLEASE RETURN ORIGINAL TO:
CITY OF COPPERAS COVE
C/o City Secretary
PO Box 1449
Copperas Cove, TX 76522

Date: 04/19/2011

Contact: Wesley Wright, Projects Director/City Engineer

Information

SUBJECT

Consideration and action on a resolution authorizing the City Manager to accept a right-of-way dedication from Charles Grimes for Bradford Drive Improvements. **Wesley Wright, City Engineer**

BACKGROUND/HISTORY

In late 2008, design began on the proposed extension of Bradford Drive to connect to FM 1113 (Ave B). The project will result in a new, signalized railroad crossing and the closure of the existing Olive Street crossing.

In late 2010, a design change order was approved to expand the scope of the proposed Bradford Drive improvements. The changes will result in a 24' wide Bradford Drive from FM 1113 (Ave B) across the BNSF Railroad to intersect with Olive Street.

The BNSF Railroad has installed concrete crossing panels and signal arms are operational. Also, the design of the Bradford Drive improvements is completed. All that remains prior to bidding the project is to acquire two right-of-way tracts.

FINDINGS/CURRENT ACTIVITY

For several months, staff has been negotiating with Charles Grimes for the dedication of 0.54 acres necessary to construct the proposed Bradford Drive Improvements. In an effort to save project costs to allow Bradford Drive to be extended and widened to 24' from FM 1113 (Ave B) to Olive Street, staff requested a donation from Mr. Grimes.

After consideration, Mr. Grimes has graciously and generously agreed to donate the needed 0.54 acres of right-of-way under two conditions. First, Mr. Grimes has asked for a nominal fee of \$300. Second, Mr. Grimes has asked that a five-strand barbed wire fence and 12'/14' pipe gate be constructed along the new property line.

ACTION OPTIONS/RECOMMENDATION

City staff recommends City Council adopt Resolution No. 2011-17, authorizing the City Manager to accept a right-of-way dedication from Charles Grimes for Bradford Drive Improvements.

Fiscal Impact

Funds available Y/N?: Y

FINANCIAL IMPACT:

Mr. Grimes has requested a \$300 fee and construction of a fence and gate estimated at approximately \$1,000.

If approved, construction of the fence and gate will be included with the Bradford Drive project.

Attachments

Link: [Grimes ROW Resolution](#)

Link: [Exhibit A - Grimes ROW Description](#)

Link: [Grimes Email Correspondence](#)

Link: [Bradford Drive Project Layout](#)

Link: [Bradford Dr Dedication - Grimes](#)

RESOLUTION NO. 2011-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, ACCEPTING A DEDICATION OF 0.54 ACRES OF RIGHT-OF-WAY BY CHARLES R. GRIMES FOR THE COMPLETION OF THE BRADFORD DRIVE IMPROVEMENTS (“THE PROJECT”)

WHEREAS, the City Council of the City of Copperas Cove previously resolved that a public necessity exists for the implementation and completion of the Bradford Drive Improvements to further improve the general welfare, health and public safety of the Citizens of the City of Copperas Cove, Texas and the general public at large; and

WHEREAS, the City Council has previously resolved and authorized the City to enter into an agreement for design services for The Project; and

WHEREAS, through diligent efforts to avoid costs and other expenditure of resources to acquire certain property rights through eminent domain, the City has been able approach various property owners to negotiate the acquisition of certain property in order to further the development of The Project; and

WHEREAS, Charles R. Grimes, individually, has graciously offered to dedicate 0.54 acres of right-of-way to the City for the construction, development and maintenance of the The Project, a portion of which is to be constructed adjacent to Mr. Grimes’ property; and

WHEREAS, Mr. Grimes has requested a fee of three hundred dollars (\$300); and

WHEREAS, Mr. Grimes has requested the construction of a five-strand barbed wire fence with a 12’-14’ pipe gate along the new property line; and

WHEREAS, without the offer of Mr. Grimes to dedicate and convey the right-of-way to the City of Copperas Cove for this necessary public works project, the citizens of the City of Copperas Cove would have had to incur expenses including costs of appraisals, litigation, special commissioners’ and attorney’s fees associated with condemnation of the property.

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

SECTION 1. That the City Council hereby finds and determines that it is in the best interest of the citizens of the City of Copperas Cove to accept the dedication of 0.54 acres of right-of-way, as described in the attached Exhibit “A”, by Charles R. Grimes for use in the construction, development and maintenance of The Project and

for any and all other uses required by the project engineers and as agreed to and accepted by Mr. Grimes.

SECTION 2. That the City Council of Copperas Cove authorizes the City Manager to accept the dedication of the 0.54 acre of right-of-way for these purposes and wholeheartedly thanks and offers its gratitude to Charles R. Grimes for this dedication to the citizens of the City of Copperas Cove.

PASSED, APPROVED, AND ADOPTED on this 19th day of April, 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

EXHIBIT A

DESCRIPTION OF A 0.54 ACRE TRACT OUT OF THE J. P. FUDGE SURVEY, ABSTRACT NO. 1412 AND THE D.A. PARRISH SURVEY, ABSTRACT NO., AND BEING A PORTION OF TRACT 18, AS CONVEYED TO CHARLES R. GRIMES IN INSTRUMENT NO. 196896 IN THE OFFICIAL PUBLIC RECORDS OF CORYELL COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an capped iron rod found for the northeastern corner of the Tract 18, and also being on the northwestern corner of Tract 19, as conveyed to 4JC Partners, L.P. in Instrument No. 201678 in the official public records of Coryell County, Texas, and also on the southern property line of Tract 1, as Trafalgar Property Inc. Instrument No.95922, from which points an iron rod found on the southwestern property line of Tract 1, the southeastern property line of Tract 2, Trafalgar Property Inc. Instrument No.95922, and the northeastern property corner of Tract 17, as conveyed to James W. Clark II in Instrument No. 220039, in the official public records of Coryell County, Texas, bears N 71° 43' 51" W (N 71° 26' 01" W), 795.63 feet (Bearing Basis);

THENCE S 18° 33' 59" W, a distance of 157.02 feet, along and with the common property line of Tract 18, and Tract 19, to a set iron pin;

THENCE N 36° 25' 32" W, a distance of 172.97 feet, to a set iron pin point on a non-tangent curve to the left;

THENCE a distance of 175.52 feet along said curve, having a radius of 475.00 feet and a chord bearing and distance of N 61° 08' 52" W, 174.53 feet, to a set iron pin;

THENCE N 71° 43' 51" W, a distance of 86.60 feet, to a set iron pin on the western property line of Tract 18, and the eastern property line of Tract 17;

THENCE N 18° 33' 59" E, a distance of 25.00 feet, along and with the common line of Tract 17 and Tract 18, to a set iron pin on the northwestern corner of Tract 18, and the southeastern corner of Tract 17;

THENCE S 71° 43' 51" E (N 71° 26' 01" W), along and with the common property line of Tract 18 and Tract 1, a distance of 400.00 feet to the **POINT OF BEGINNING**, and containing 0.54 acres, more or less.

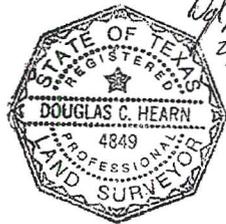
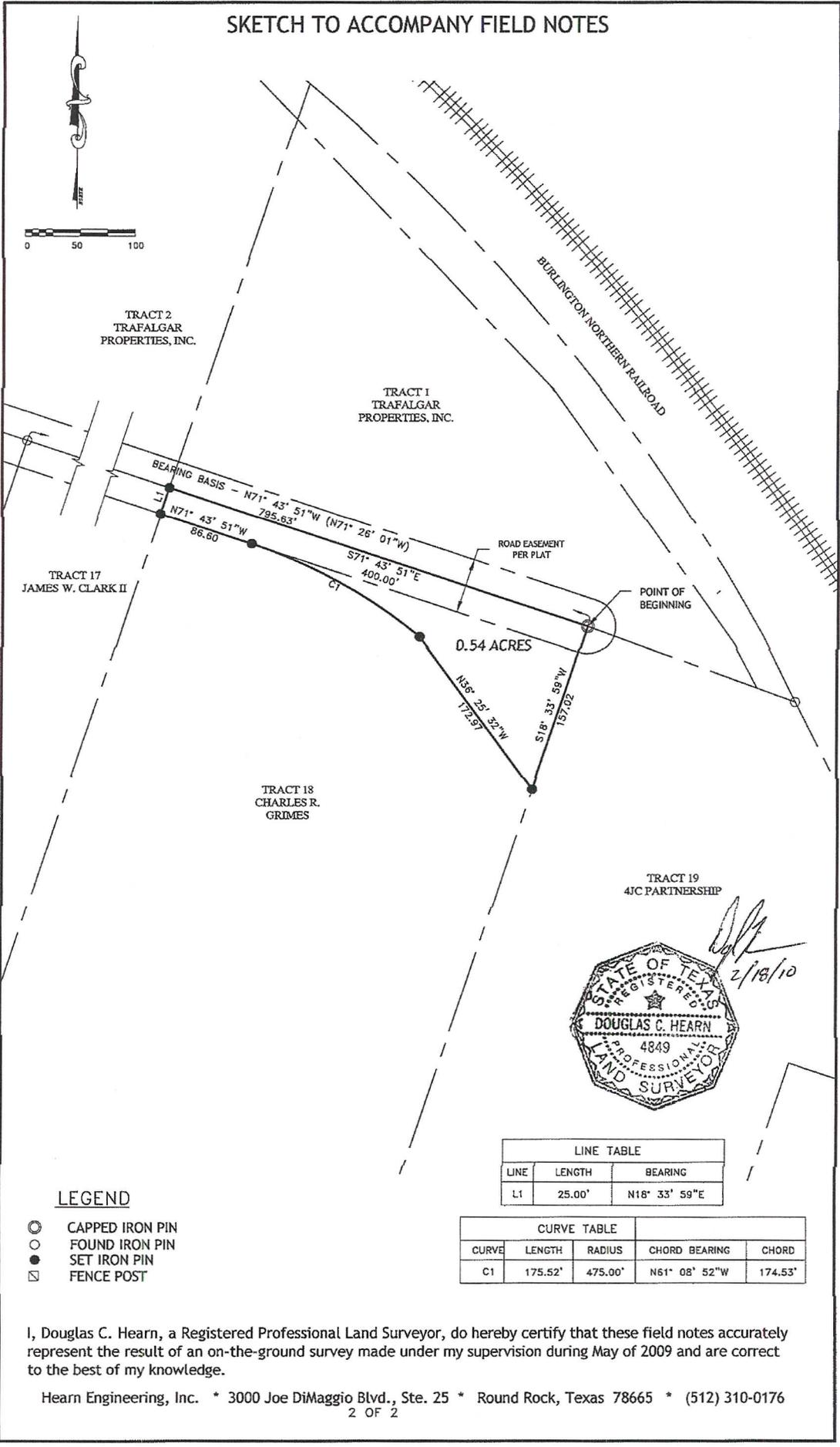
Record information is shown in parenthesis.

I, Douglas C. Hearn, a Registered Professional Land Surveyor, do hereby certify that these field notes are based on record information, supplemental field surveys, and calculations performed under my supervision in May of 2009 and are correct to the best of my knowledge and belief.



Doug C. Hearn
2/18/10

SKETCH TO ACCOMPANY FIELD NOTES



DCH
2/18/10

LEGEND

- CAPPED IRON PIN
- FOUND IRON PIN
- SET IRON PIN
- FENCE POST

LINE TABLE		
LINE	LENGTH	BEARING
L1	25.00'	$N18^{\circ} 33' 59'' E$

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD BEARING	CHORD
C1	175.52'	475.00'	$N61^{\circ} 08' 52'' W$	174.53'

I, Douglas C. Hearn, a Registered Professional Land Surveyor, do hereby certify that these field notes accurately represent the result of an on-the-ground survey made under my supervision during May of 2009 and are correct to the best of my knowledge.

Hearn Engineering, Inc. * 3000 Joe DiMaggio Blvd., Ste. 25 * Round Rock, Texas 78665 * (512) 310-0176

G:\A_Projects\Coppers_Cove\Bradford Dr\ESMT.Doc\ESMT.dwg, 2/18/2010 11:33:50 AM, gerry

Wesley Wright- City Engineer

From: c g [cgrimes052@att.net]
Sent: Monday, March 14, 2011 9:18 AM
To: Wesley Wright- City Engineer
Subject: Bradford Oaks
Attachments: FENCE.doc

Mr. Wright,

I am a bit rushed by circumstances, but we were talking about \$300.00 and a fence at the new property line along the new road.

My ideas on the fence are as follows:

Five strand barbed-wire fence with posts 14 to 16 feet apart on the straight runs and 10 to 12 feet apart on the curves.

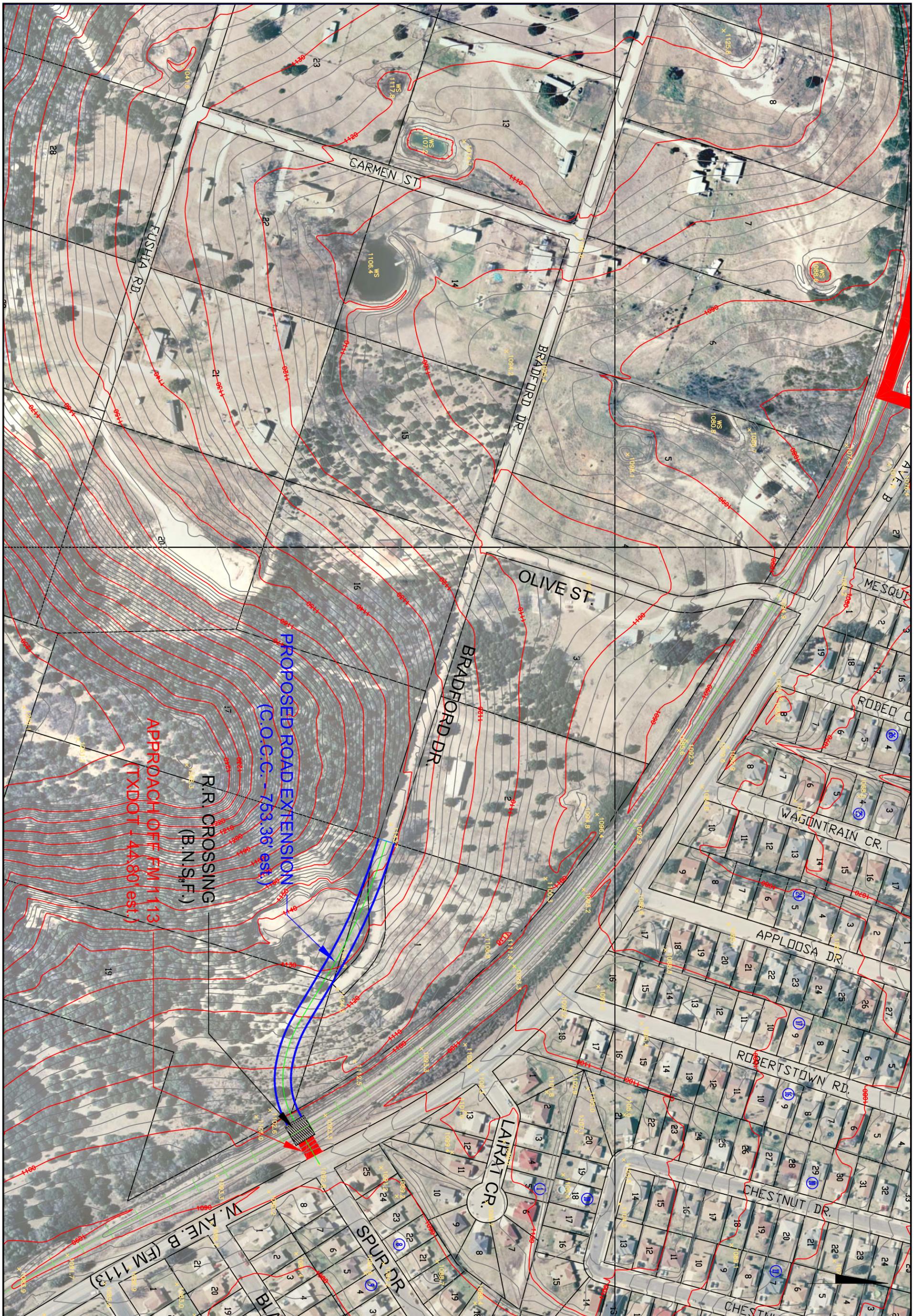
12-1/2 gage galvanized barbed wire with barbs at 4 inch spacing

corner or end-brace assemblies using cedar posts from the land and 9-gage galvanized smooth wire. I found some details and diagrams attached to the document. Website is included.

12 or 14 foot pipe gate for street access at the upper end of the land

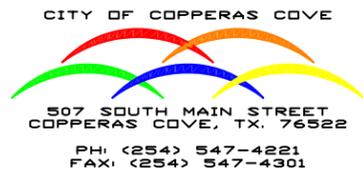
Does this sound acceptable? How do we proceed?

Charles Grimes



PROPOSED RAILROAD CROSSING

FM 1113 & Spur/Bradford Dr. (Extension)



DATE: JULY 29, 2008
 SCALE: N.T.S.
 DESIGNED BY: City of Copperas Cove, Texas
 DRAWN BY: City of Copperas Cove, Texas
 DRAWING FILE: Proposed RR Crossing.dwg
 SHEET: 1 of 1

CITY OF COPPERAS COVE RIGHT-OF-WAY DEDICATION INSTRUMENT

STATE OF TEXAS §

COUNTY OF CORYELL §

For and in consideration of the sum of three hundred dollars (\$300.00) in hand paid by the City of Copperas Cove, Texas, the receipt of which is hereby acknowledged, and other good and valuable consideration, including the benefits that will accrue to my property, _____, of Coryell County, Texas, as the owner of that certain tract of land in Coryell County, Texas depicted by metes and bounds description in Exhibit "A", attached hereto and incorporated herein for all purposes of this dedication (the "ROW"), and as more particularly described by drawing as set forth in the "Drawing of Exhibit B", attached hereto and incorporated herein for all purposes of this dedication, do hereby dedicate same to the City of Copperas Cove, Coryell County, Texas for the use and benefit of the public as a perpetual right-of-way for the passage and accommodation of vehicular and pedestrian traffic, and the construction, operation, use, maintenance, inspection, repair, alteration, and replacement of a paved road within the boundaries of the ROW and for all other purposes for which a public street and right-of-way is commonly used, including installing, repairing, maintaining, altering, replacing, relocating and operating utilities in, into, upon, over, across, and under said ROW, and including but not limited to all such uses permitted by the Laws of the State of Texas and the Ordinances and Charter of the City of Copperas Cove, Texas.

In further consideration for the ROW the City of Copperas Cove hereby agrees to construct along the ROW described herein a 4-strand barbed wire fence (the "Fence") to be approximately four foot in height and approximately 400 feet in length. Should the City of Copperas Cove fail to construct the Fence as provided for herein within 24 months of the execution of this right of way dedication instrument than this dedication shall be automatically revoked.

TO HAVE AND TO HOLD said ROW unto the City of Copperas Cove, its successors and assigns, and GRANTOR(S) hereby bind(s) itself (themselves), its (their) successors and assigns to warrant and forever defend, all and singular, said premises unto the City of Copperas Cove, its successor: and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

GRANTOR covenants and agrees that GRANTOR and GRANTOR'S heirs, representatives, successors and assigns shall at no time erect, place or construct, or cause to be erected, placed or constructed in, into, upon, over, across or under the ROW granted herein any temporary or permanent structures, except as agreed to in writing by the City of Copperas Cove, and it is further agreed that the City of Copperas Cove shall have the right to excavate, fill and remove any fences, buildings or other obstructions as may now, or in the future, be found upon said Right of Way.

It is further intended that the ROW herein granted to the City of Copperas Cove shall run with the land and forever be a burden in and to the land belonging to GRANTOR, and GRANTOR'S successors and assigns, and said grant is expressly excepted from any right of reversion of said premises under any prior deeds in GRANTOR'S chain of title. The ROW rights and privileges granted herein are exclusive, and GRANTOR covenants that it will not convey any other easement or conflicting rights within the area covered by the grant to any other person.

IN WITNESS WHEREOF, this dedication instrument is executed this _____ day of _____, 20____.

BY: _____

GRANTOR

BY: _____

GRANTOR

ACKNOWLEDGEMENT

THE STATE OF TEXAS,

COUNTY OF _____

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 20____.

NOTARY SEAL

Notary Public, State of Texas

Notary's Name (Printed)

Notary's Commission Expires

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest and real property conveyed by this dedication instrument the _____ day of _____, 20____, from _____ to the CITY OF COPPERAS COVE, has been duly accepted subject to all terms and conditions contained therein, and the City Council has consented to recordation of such dedication instrument by its duly authorized officer.

Dated

City Manager, CITY OF COPPERAS COVE

ATTEST:

City Secretary

AFTER EXECUTION BY GRANTOR, PLEASE RETURN ORIGINAL TO:
CITY OF COPPERAS COVE
C/o City Engineer
PO Box 1449
Copperas Cove, TX 76522

AFTER RECORDING, PLEASE RETURN ORIGINAL TO:
CITY OF COPPERAS COVE
C/o City Secretary
PO Box 1449
Copperas Cove, TX 76522

Date: 04/19/2011

Contact: Cynthia Taylor, Budget Analyst,
Finance

Information

SUBJECT

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

BACKGROUND/HISTORY

The 2010-11 budget was adopted on September 7, 2010 with a budget amendment approved on February 1, 2011. According to Section 6.11(b)(1) of the Copperas Cove City Charter, in order for the City Council to amend the 2010-11 budget it must first hold a public hearing on the proposed amendments. The Charter also provides a requirement that when fund balance is to be used to fund increases in expenditures that two public hearings be held. The proposed budget amendment will require the use of fund balance. The public hearing will be the second of two public hearings held as required by the Charter. The first Public Hearing was held on April 5, 2011.

FINDINGS/CURRENT ACTIVITY

The General Fund requires a redistribution of \$14,936 and an increase of \$115,199 in expenditure appropriations.

In order to adequately fund the expenditures for the following departmental budgets, a budget amendment is required:

- Human Resources - \$4,148

The current HR Coordinator is scheduled to terminate employment at the end of April 2011. The increase in expenditure appropriations is to cover exiting expenses for the HR Coordinator and eighty (80) cross-training hours for the incoming HR Coordinator.

- Fire Department - \$100,141

Ninety thousand one hundred forty-one dollars (\$90,141) is to cover the projected overtime pay shortage. Any funds not used will be returned to fund balance at year end.

Ten thousand dollars (\$10,000) is being appropriated to cover the cost for three current Firefighter/EMTs to attend the 2011 Fall Semester at CTC to begin the process of obtaining paramedic certification.

- Parks and Recreation - \$9,230

Funds are being appropriated to cover the costs of replacing a 2,840-foot fence at Ogletree Gap.

- Non-Departmental - \$7,180

Four thousand five hundred dollars (\$4,500) will be used to provide funding for the various Employee committees (Unity Committee, Employee Appreciation, Employee Christmas, etc.). One thousand six hundred eighty dollars (\$1,680) is required to cover a portion of the City website access costs.

The redistribution of appropriations includes the following:

- In March 2011 Planning and Code and Health Compliance departments switched locations moving Code and Health Compliance to City Hall and Planning to the Building Department location. Code and Health Compliance expenditures that are shared with the Building Department are being transferred to the Planning Department.

- The speaker system in the Council Chamber was damaged due to a leak in the roof. The cost to replace the speaker system was \$2,353.50. TML covered all but \$1,000 of the cost.

The Water and Sewer Fund requires a redistribution of \$15,000 and an increase of \$330,865 in expenditure appropriations, all in Non-Departmental and primarily due to debt and interest payments.

The fifteen thousand dollars (\$15,000) is being redistributed from the Contingency account to the Purchase of CCN account to file the CCN purchase of nine (9) parcels of land with TCEQ. The filing of the water rights total cost is \$21,000.

Increases in expenses include \$10,000 to cover development costs associated with the 2010 water model updates and \$8,900 to pay in full an easement from Fort Hood. The total amount to pay in full for the easement is \$12,300.

The remaining changes in expenses are for debt principal and interest payments due in the current fiscal year. For the 2003 Certificate of Obligation, \$57,212 is required for principal and \$23,914 is required for interest. A recalculation of the 2010 Tax Notes resulted in a \$15,322 decrease in interest payments in the current fiscal year. A \$1,208 interest payment is due during the year on the Tax Notes acquired in November 2010. For the current fiscal year, the 2010 Refunding resulted in an interest payment reduction of \$14,485 for the 2001 Certificate of Obligation; an interest payment reduction of \$19,800 for the 2003A General Obligation Bonds; a 2010 Refunding principal payment of \$235,125; and a 2010 Refunding interest payment of \$44,113.

The Solid Waste Fund requires a redistribution of \$5,000 and an increase of \$8,022 in expenditure appropriations.

Five thousand dollars (\$5,000) in Contingency is requested to be appropriated to cover the costs associated with the SCS Engineers contract overages to install four (4) gas probes (\$2,000) necessary due to the closing of the City landfill. An additional \$3,000 is required to provide groundwater monitoring services and closure costs for the landfill.

The increase in expenses is for an interest payment of \$8,022 due in the current fiscal year on the Tax Notes acquired November 2010.

The Debt Service Fund will require an increase in expenditure appropriations in the amount of \$195,013.

An increase of \$10,000 in expenses is required to cover principal for the 2008 Tax Notes shortage. A recalculation of the 2010 Tax Notes resulted in a \$15,322 increase in interest payments in the current fiscal year. Six thousand two hundred forty-five dollars (\$6,245) is required to cover the bond agent fee for the November 2010 Refunding. For the November 2010 bond issue, a \$12,800 increase is required to cover the computational fee in connection with arbitrage calculations. An increase of \$57,481 is required as a result of positive arbitrage on the Series 2005 Certificate of Obligation paid to the Internal Revenue Service.

The following debt payment changes are required due to the 2010 Refunding.

Principal - 1998 General Obligation Bonds	(\$80,000)
Principal - 2010 Refunding	\$205,425
Interest - 1998 General Obligation Bonds	(\$11,210)
Interest - 2001 Certificate of Obligation	(\$4,015)
Interest - 2003 Certificate of Obligation	(\$55,575)
Interest - 2010 Refunding	\$38,540

The Golf Course Fund will require an increase in expenditure appropriations in the amount of \$3,250 to cover property tax assessed on the Club Car Cart Lease with Agricredit Acceptance, LLC.

The Library Gifts and Memorials Fund will require an increase in expenditure appropriations in the amount of \$4,749. The increase in appropriations is primarily being funded by a donation from the Five Hills Genealogy Society (\$3,654) as well as other smaller donations from various sources resulting in revenues for the current fiscal of \$4,749.

The City-Wide Donations Fund will require an increase in expenditure appropriations in the amount of \$5,082. Four thousand five hundred seven dollars (\$4,507) are donations received in a prior fiscal year and \$575 is donations received in the current fiscal year. Donations are received from various sources primarily for National Night Out.

The Grants Fund will require an increase in expenditure appropriations in the amount of \$67,934. The increase in appropriations is being funded in the current fiscal year as follows.

JAG Grant	\$763
TCLEOSE Grant	\$4,914
TFS Grant	\$7,921
Emergency Management	\$30,000
Centex Trauma Council	\$14,382
Homeland Security	\$5,181
CTRAC - SOW	\$3,500

One thousand two hundred seventy-three dollars (\$1,273) is revenue received in a prior fiscal year from TCLEOSE.

The Court Technology Fund will require an increase of \$7,210 in expenditure appropriations. The expenditure increase includes funds to cover the monthly rental (\$1,100) of a Kyocera copier. The remaining \$6,110 is needed to upgrade the court computer system enabling the system to work with Windows 7.

The 2003 Certificate of Obligations Fund (Tax Supported) will require a redistribution of \$4,017 from the Reliever Route to the FM 1113 Sidewalk Improvement project to cover the expenses used to complete the project.

The 2010A Limited Tax Notes Fund (Tax Supported) will require a redistribution of \$5,198 from funds allocated to purchase an ambulance (\$4,498) and funds to replace a hydrant, hose, and nozzle (\$700) to the Electronic Equipment account to purchase a new server.

ACTION OPTIONS/RECOMMENDATION

City staff recommends that the City Council hold a public hearing and approve Ordinance No. 2011-05, amending the fiscal year 2010-11 Budget.

Fiscal Impact

Funds available Y/N?: Y

FINANCIAL IMPACT:

See attached ordinance and proposed amendments.

Attachments

Link: [Ordinance](#)

Link: [Combined Fund Summaries](#)

Link: [Public Notice](#)

ORDINANCE NO. 2011-05

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

WHEREAS, the City Council desires to amend the operating budget of the municipal government of the City of Copperas Cove for the fiscal year October 1, 2010 to September 30, 2011; and

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

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

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

SECTION I.

That the City Council of the City of Copperas Cove ratify, approve and adopt the amendments to the budget considered for the fiscal year of October 1, 2010 to September 30, 2011, as identified in "Attachment A" of this ordinance.

SECTION II.

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

SECTION III.

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

SECTION IV.

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

PASSED, APPROVED AND ADOPTED this 19th day of April 2011, at a regular called meeting of the City Council of the City of Copperas Cove, Texas, which meeting was held in compliance with the Open Meetings Act, *Tex. Gov't Code* 551.001, et.seq., at which meeting a quorum was present and voting.

John Hull, Mayor

ATTEST:

Jane Lees, City Secretary

APPROVED AS TO FORM:

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

**CITY OF COPPERAS COVE, TEXAS
FISCAL YEAR 2010-11 BUDGET
GENERAL FUND**

SUMMARY OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

Description	Actual FY 2009-10	Budget* FY 2010-11	Proposed Amendment	Amended Budget FY 2010-11
BEGINNING FUND BALANCE:				
Unreserved, Undesignated	\$ 3,911,173	\$ 3,725,957	\$ -	\$ 3,725,957
Unreserved, Designated	1,000,000	1,000,000	-	1,000,000
TOTAL BEGINNING FUND BALANCE	\$ 4,911,173	\$ 4,725,957	\$ -	\$ 4,725,957
REVENUES:				
Taxes	\$ 10,622,505	\$ 10,880,942	\$ -	\$ 10,880,942
Permits & Licenses	239,555	227,680	-	227,680
Charges for Services	853,828	878,635	-	878,635
Fines	796,724	892,984	-	892,984
Administrative Reimbursements	1,250,501	1,250,500	-	1,250,500
Miscellaneous Revenue	379,057	328,990	-	328,990
TOTAL REVENUES	\$ 14,142,169	\$ 14,459,731	\$ -	\$ 14,459,731
TOTAL FUNDS AVAILABLE	\$ 19,053,342	\$ 19,185,688	\$ -	\$ 19,185,688
EXPENDITURES:				
City Council (21)	\$ 26,270	\$ 47,920	\$ -	\$ 47,920
City Manager (22)	257,379	260,591	-	260,591
City Secretary (23)	167,620	166,819	-	166,819
City Attorney (24)	78,679	83,256	-	83,256
Finance (31)	661,182	785,049	-	785,049
Human Resources (34)	298,883	274,268	4,148	278,416
Public Affairs Office (4250)	100,007	-	-	-
Information Systems (35)	220,466	275,596	-	275,596
Municipal Court (41)	404,868	424,738	-	424,738
Police (42)	4,439,024	5,001,204	-	5,001,204
Animal Control (43)	204,999	247,072	-	247,072
Fire/EMS (44)	3,022,582	3,347,568	100,141	3,447,709
Emergency Management (4420)	2,267	5,548	-	5,548
Engineering (51)	185,187	149,043	-	149,043
Street (53)	696,009	591,179	-	591,179
Fleet Services (55)	260,029	241,369	-	241,369
Facility Maintenance (57)	99,994	68,956	-	68,956
Planning (61)	73,765	166,456	13,936	180,392
Building Development (52)	220,349	239,408	-	239,408
Code & Health (72)	185,632	227,146	(13,936)	213,210
Parks and Recreation (54)	1,007,456	1,094,698	9,230	1,103,928
Library (71)	472,272	541,918	-	541,918
Non-Departmental (75)	555,952	713,055	6,180	719,235
TOTAL EXPENDITURES	\$ 13,640,872	\$ 14,952,857	\$ 119,699	\$ 15,072,556
OTHER EXPENDITURES:				
Capital Outlay	\$ 161,842	\$ 123,494	\$ -	\$ 123,494
Capital Lease Payments	-	58,517	-	58,517
Capital Improvement Projects	-	264,050	-	264,050
Transfers Out	-	43,610	-	43,610
TOTAL OTHER EXPENDITURES	\$ 161,842	\$ 489,671	\$ -	\$ 489,671
TOTAL EXPENDITURES	\$ 13,802,715	\$ 15,442,528	\$ 119,699	\$ 15,562,227
ENDING FUND BALANCE:				
Unreserved, Undesignated	\$ 4,250,627	\$ 2,743,160	\$ -	\$ 2,623,461
Unreserved, Designated	1,000,000	1,000,000	-	1,000,000
TOTAL ENDING FUND BALANCE	\$ 5,250,627	\$ 3,743,160	\$ (119,699)	\$ 3,623,461

*This budget reflects a 2010-2011 budget amendment that was approved by City Council on February 1, 2011.

**CITY OF COPPERAS COVE
FISCAL YEAR 2010-11 BUDGET
WATER & SEWER FUND
SUMMARY OF REVENUES, EXPENSES AND CHANGES IN FUND BALANCE**

Description	Actual FY 2009-10	Budget* FY 2010-11	Proposed Amendment	Amended Budget FY 2010-11
BEGINNING FUND BALANCE:				
Unreserved, Undesignated	\$ 2,089,155	\$ 2,218,541	\$ -	\$ 2,218,541
TOTAL BEGINNING FUND BALANCE	\$ 2,089,155	\$ 2,218,541	\$ -	\$ 2,218,541
Water Revenue	\$ 4,745,557	\$ 4,950,000	\$ -	\$ 4,950,000
Sewer Revenue	3,775,039	3,700,000	-	3,700,000
Senior Citizen Discount	(143,484)	(142,000)	-	(142,000)
Water Tap Fees	83,567	70,000	-	70,000
Sewer Tap Fees	18,150	20,000	-	20,000
Connect Fee	62,810	58,000	-	58,000
Meter Box Reset Fee	-	150	-	150
Composting Sales Revenue	17,622	15,500	-	15,500
Subtotal	<u>\$ 8,559,262</u>	<u>\$ 8,671,650</u>	<u>\$ -</u>	<u>\$ 8,671,650</u>
Admin Reimb-Drainage	\$ 20,000	\$ 20,000	\$ -	\$ 20,000
Transfer from Bond Funds	300,000	-	-	-
Interest Revenue	6,949	6,000	-	6,000
Late Charge For Billing	297,500	278,000	-	278,000
Miscellaneous Revenues	43,861	49,900	-	49,900
Insurance Proceeds	430	-	-	-
Riser Forfeiture Revenue	870	1,000	-	1,000
Auction Proceeds	-	5,000	-	5,000
Subtotal	<u>\$ 669,611</u>	<u>\$ 359,900</u>	<u>\$ -</u>	<u>\$ 359,900</u>
TOTAL REVENUE	\$ 9,228,873	\$ 9,031,550	\$ -	\$ 9,031,550
TOTAL FUNDS AVAILABLE	\$ 11,318,028	\$ 11,250,091	\$ -	\$ 11,250,091
OPERATING EXPENSES:				
Public Works (80)	\$ 175,969	\$ 325,206	\$ -	\$ 325,206
Utility Administration (81)	555,384	638,276	-	638,276
Water Distribution (82)	1,249,364	1,394,988	-	1,394,988
Sewer Collection (83)	471,264	527,996	-	527,996
Wastewater Treatment (84)	1,189,824	1,145,143	-	1,145,143
Composting (84-01)	172,480	198,768	-	198,768
Non-Departmental (85)	2,897,764	2,968,565	18,900	2,987,465
TOTAL OPERATING EXPENSES	\$ 6,712,050	\$ 7,198,942	\$ 18,900	\$ 7,217,842
OTHER EXPENSES:				
Capital Outlay	\$ 26,426	\$ 45,688	\$ -	\$ 45,688
Principal & Int Debt Pymts	2,436,685	3,133,259	91,600	3,224,859
Principal & Int Pymts in Bond Funds	(83,596)	(431,164)	220,365	(210,799)
Transfer to Bond Funds	-	50,000	-	50,000
TOTAL OTHER EXPENSES	\$ 2,379,514	\$ 2,797,783	\$ 311,965	\$ 3,109,748
TOTAL EXPENSES	\$ 9,091,566	\$ 9,996,725	\$ 330,865	\$ 10,327,590
ENDING FUND BALANCE:				
Unreserved, Undesignated	\$ 2,226,463	\$ 1,253,366	\$ (330,865)	\$ 922,501
TOTAL ENDING FUND BALANCE	\$ 2,226,463	\$ 1,253,366	\$ (330,865)	\$ 922,501

*This budget reflects a 2010-2011 budget amendment that was approved by City Council on February 1, 2011.

**CITY OF COPPERAS COVE
FISCAL YEAR 2010-11 BUDGET
SOLID WASTE FUND
SUMMARY OF REVENUES, EXPENSES AND CHANGES IN FUND BALANCE**

Description	Actual FY 2009-10	Budget* FY 2010-11	Proposed Amendment	Amended Budget FY 2010-11
BEGINNING FUND BALANCE:				
Unreserved, Undesignated	\$ 721,390	\$ 806,954	\$ -	\$ 806,954
TOTAL BEGINNING FUND BALANCE	\$ 721,390	\$ 806,954	\$ -	\$ 806,954
REVENUES:				
Refuse Collection Fees	\$ 2,538,532	\$ 2,522,300	\$ -	\$ 2,522,300
Senior Discount	(42,325)	(41,500)	-	(41,500)
Sanitary Landfill Fees	336,267	345,000	-	345,000
Recycling Proceeds	35,973	33,000	-	33,000
Sale of Kraft Bags	8,345	9,600	-	9,600
Sale of Scrap Metal	13,007	14,000	-	14,000
Container Reload-On Site	2,739	9,500	-	9,500
Rtn Svce-Overload Container	7,413	1,500	-	1,500
Auto-Lid Locks	871	850	-	850
Rear Load Dumpster Rental	2,311	2,000	-	2,000
Roll-Off Rental Income	19,254	27,500	-	27,500
Bulky/White Goods Collection	2,998	10,000	-	10,000
Container Removal from Curb	563	6,500	-	6,500
Subtotal	<u>\$ 2,925,947</u>	<u>\$ 2,940,250</u>	<u>\$ -</u>	<u>\$ 2,940,250</u>
Interest Revenue	\$ 1,791	\$ 1,700	\$ -	\$ 1,700
Late Charge For Billing	149,002	125,000	-	125,000
Auction Proceeds	15,827	5,000	-	5,000
Miscellaneous Revenues	1,316	1,500	-	1,500
Subtotal	<u>\$ 167,936</u>	<u>\$ 133,200</u>	<u>\$ -</u>	<u>\$ 133,200</u>
TOTAL REVENUES	<u>\$ 3,093,883</u>	<u>\$ 3,073,450</u>	<u>\$ -</u>	<u>\$ 3,073,450</u>
TOTAL FUNDS AVAILABLE	<u>\$ 3,815,273</u>	<u>\$ 3,880,404</u>	<u>\$ -</u>	<u>\$ 3,880,404</u>
OPERATING EXPENSES:				
Solid Waste Operations (90)	\$ 220,617	\$ 252,058	\$ -	\$ 252,058
Solid Waste Collection - Residential (91-01)	296,907	308,360	-	308,360
Solid Waste Collection - Recycling (91-02)	139,026	134,985	-	134,985
Solid Waste Collection - Brush (91-03)	137,638	147,293	-	147,293
Solid Waste Collection - Commercial (91-04)	311,214	241,719	-	241,719
Solid Waste Collection - KCCB (91-05)	23,426	26,239	-	26,239
Solid Waste Disposal (92)	1,131,849	1,238,017	5,000	1,243,017
Non-Departmental (95)	500,933	507,354	(5,000)	502,354
TOTAL OPERATING EXPENSES	<u>\$ 2,761,611</u>	<u>\$ 2,856,025</u>	<u>\$ -</u>	<u>\$ 2,856,025</u>
OTHER EXPENSES:				
Capital Lease Payments	\$ -	\$ 159,133	\$ -	\$ 159,133
Principal & Int Debt Pymts	106,253	139,170	8,022	147,192
TOTAL OTHER EXPENSES	<u>\$ 106,253</u>	<u>\$ 298,303</u>	<u>\$ 8,022</u>	<u>\$ 306,325</u>
TOTAL EXPENSES	<u>\$ 2,867,862</u>	<u>\$ 3,154,328</u>	<u>\$ 8,022</u>	<u>\$ 3,162,350</u>
ENDING FUND BALANCE:				
Unreserved, Undesignated	\$ 947,411	\$ 726,076	\$ (8,022)	\$ 718,054
Capital Improvement Reserve	-	-	-	-
Unreserved, Designated	-	-	-	-
TOTAL ENDING FUND BALANCE	<u>\$ 947,411</u>	<u>\$ 726,076</u>	<u>\$ (8,022)</u>	<u>\$ 718,054</u>

*This budget reflects a 2010-2011 budget amendment that was approved by City Council on February 1, 2011.

**CITY OF COPPERAS COVE
FISCAL YEAR 2010-11 BUDGET
TAX INTEREST AND SINKING FUND
SUMMARY OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE**

Account	Description	Actual FY 2009-10	Budget* FY 2010-11	Proposed Amendment	Amended Budget FY 2010-11
BEGINNING FUND BALANCE:					
	Unreserved, Undesignated	\$ 424,489	\$ 326,868	\$ -	\$ 326,868
TOTAL BEGINNING FUND BALANCE		<u>\$ 424,489</u>	<u>\$ 326,868</u>	<u>\$ -</u>	<u>\$ 326,868</u>
REVENUES					
07-310-1001	Ad Valorem Taxes	\$ 1,768,772	\$ 1,875,766	\$ -	\$ 1,875,766
07-310-1002	Delinquent Ad Valorem Taxes	16,768	15,500	-	15,500
07-310-1003	Penalty & Interest	13,732	12,000	-	12,000
07-370-6001	Interest Revenue	2,323	2,600	-	2,600
07-370-6002	Accrued Interest Revenue	20,684	-	-	-
TOTAL REVENUES		<u>\$ 1,822,278</u>	<u>\$ 1,905,866</u>	<u>\$ -</u>	<u>\$ 1,905,866</u>
TOTAL FUNDS AVAILABLE		<u>\$ 2,246,767</u>	<u>\$ 2,232,734</u>	<u>\$ -</u>	<u>\$ 2,232,734</u>
EXPENDITURES					
4701-0700-2218	Principal (Aug)-'98 GO	\$ 75,000	\$ 80,000	\$ (80,000)	\$ -
4701-0700-2220	Principal (Aug)-'01C/O	105,000	110,000	-	110,000
4701-0700-2225	Principal '03 C/O	70,000	65,000	-	65,000
4701-0700-2226	Principal Refunding C/O	394,037	9,000	-	9,000
4701-0700-2227	Principal (Aug) Ref '06 C/O	1,000	418,932	-	418,932
4701-0700-2228	Principal '06 Tax Notes	160,000	165,000	-	165,000
4701-0700-2229	Principal '07 C/O	5,000	20,000	-	20,000
4701-0700-2230	Principal '07 C/O Refunding	6,000	6,000	-	6,000
4701-0700-2231	Principal '08 Tax Notes	130,000	-	10,000	10,000
4701-0700-2232	Principal '08A Tax Notes	40,000	110,000	-	110,000
4701-0700-2233	Principal '09 GO	25,000	45,000	-	45,000
4701-0700-2234	Principal '09 Tax Notes	50,000	50,000	-	50,000
4701-0700-2237	Principal '10 Refunding	-	-	205,425	205,425
4701-0700-2238	Principal '10A Tax Notes	-	25,000	-	25,000
4701-0700-2318	Interest (Fb/Ag)-'98 GO	14,435	11,210	(11,210)	-
4701-0700-2320	Interest (Fb/Ag)-'01 C/O	13,272	8,740	(4,015)	4,725
4701-0700-2325	Interest '03 C/O	112,632	109,212	(55,575)	53,637
4701-0700-2326	Interest Refunding C/O '06	37,422	37,384	-	37,384
4701-0700-2327	Interest Refunding C/O	76,139	61,738	-	61,738
4701-0700-2328	Interest '06 Tax Notes	26,566	20,247	-	20,247
4701-0700-2329	Interest '07 Proposed C/O Bond	208,028	207,835	-	207,835
4701-0700-2330	Interest '07 C/O Refund	54,312	54,077	-	54,077
4701-0700-2331	Interest '08 Tax Notes	34,998	-	-	-
4701-0700-2332	Interest '08A Tax Notes	37,364	35,920	-	35,920
4701-0700-2333	Interest '09 GO	207,175	206,424	-	206,424
4701-0700-2334	Interest '09 Tax Notes	16,819	15,818	-	15,818
4701-0700-2335	Interest '10 GO	-	72,129	-	72,129
4701-0700-2336	Interest '10 Tax Notes	-	6,098	15,322	21,420
4701-0700-2337	Interest '10 Refunding	-	-	38,540	38,540
4701-0700-2338	Interest '10A Tax Notes	-	125,000	-	125,000
4701-0700-2340	Interest '11 GO Bonds	-	-	-	-
4701-0700-2401	Bond Paying Agent Fees	900	-	6,245	6,245
4701-0700-6014	Arbitrage Rebate Service	-	-	12,800	12,800
4701-0700-6016	Arbitrage Rebate	-	-	57,481	57,481
TOTAL EXPENDITURES		<u>\$ 1,901,098</u>	<u>\$ 2,075,764</u>	<u>\$ 195,013</u>	<u>\$ 2,270,777</u>
TOTAL ENDING FUND BALANCE		<u>\$ 345,669</u>	<u>\$ 156,970</u>	<u>\$ (195,013)</u>	<u>\$ (38,043)</u>

*This budget reflects a 2010-2011 budget amendment that was approved by City Council on February 1, 2011.

**CITY OF COPPERAS COVE
FISCAL YEAR 2010-11 BUDGET
GOLF COURSE FUND
SUMMARY OF REVENUES, EXPENSES AND CHANGES IN FUND BALANCE**

Description	Actual FY 2009-10	Budget* FY 2010-11	Proposed Amendment	Amended Budget FY 2010-11
BEGINNING FUND BALANCE:				
Unreserved, Undesignated	\$ (162,922)	\$ (130,913)	\$ -	\$ (130,913)
TOTAL BEGINNING FUND BALANCE	\$ (162,922)	\$ (130,913)	\$ -	\$ (130,913)
REVENUES:				
Swimming Pool Receipts	\$ 381	\$ 500	\$ -	\$ 500
Green Fees	96,418	155,000	-	155,000
Cart Rental Fees	103,556	155,000	-	155,000
Membership Dues	65,070	94,250	-	94,250
Tournament-Green Fees	11,589	15,500	-	15,500
Tournament-Cart Fees	2,291	11,900	-	11,900
Cart Storage Fees	38,027	43,000	-	43,000
Trail Fees	15,673	16,500	-	16,500
Pro Shop Sales	37,138	40,000	-	40,000
Facility Rental Income	3,145	8,700	-	8,700
Driving Range Fees	22,839	31,500	-	31,500
Snack Bar Revenue-Food & Beverage	15,457	12,000	-	12,000
Food & Beverage (Non-Tax)	606	500	-	500
Snack Bar Revenue-Alcohol Sale	11,389	20,000	-	20,000
Miscellaneous Revenue	83	-	-	-
Auction Proceeds	350	-	-	-
Transfer from General Fund	-	4,316	-	4,316
Special Green Fees	14,031	15,600	-	15,600
Golf Lesson Revenue	1,767	4,500	-	4,500
TOTAL REVENUES	\$ 439,809	\$ 628,766	\$ -	\$ 628,766
TOTAL FUNDS AVAILABLE	\$ 276,886	\$ 497,853	\$ -	\$ 497,853
OPERATING EXPENSES:				
Golf Course - Operations	\$ 188,863	\$ 240,220	\$ 3,250	\$ 243,470
Golf Course - Concessions	22,472	-	-	-
Golf Course - Maintenance	315,631	325,028	-	325,028
TOTAL OPERATING EXPENSES	\$ 526,967	\$ 565,248	\$ 3,250	\$ 568,498
OTHER EXPENSES:				
Capital Lease Payments	\$ -	\$ 31,768	\$ -	\$ 31,768
Principal & Int Debt Pymts	22,708	22,002	-	22,002
Principal & Int Pymts in Bond Funds	(10,973)	-	-	-
TOTAL OTHER EXPENSES	\$ 11,735	\$ 53,770	\$ -	\$ 53,770
TOTAL EXPENSES	\$ 538,701	\$ 619,018	\$ 3,250	\$ 622,268
ENDING FUND BALANCE:				
Unreserved, Undesignated	\$ (261,814)	\$ (121,165)	\$ (3,250)	\$ (124,415)
TOTAL ENDING FUND BALANCE	\$ (261,814)	\$ (121,165)	\$ (3,250)	\$ (124,415)

*This budget reflects a 2010-2011 budget amendment that was approved by City Council on February 1, 2011.

City of Copperas Cove, Texas
2003 Certificates of Obligation
Tax Supported Capital Projects
FY 2010-11

Account	Description	Total Project Budget**	Current Year Actual FY 2010-11	Total Project Actual FY 2010-11	Proposed Amendment	Total Amended Project Budget
Beginning Fund Balance						
70-300-0001	Fund Balance	\$ -	\$ 315,766	\$ -	\$ -	\$ -
Revenues						
70-390-1003	Bond Proceeds	\$ 4,190,000	\$ -	\$ 4,190,000	\$ -	\$ 4,190,000
70-370-6001	Interest Revenue	235,900	186	235,671	-	235,900
70-370-6005	Miscellaneous Revenue	1,953	-	1,953	-	1,953
Total Revenues		\$ 4,427,853	\$ 186	\$ 4,427,624	\$ -	\$ 4,427,853
Expenditures*						
70-231-0920	Bond Issuance Costs	\$ 82,543	\$ -	\$ 82,543	\$ -	\$ 82,543
70-231-0922	Unamortized Bond Discount	20,061	-	20,061	-	20,061
70-4615-4400-9021	Communications System	1,611,545	-	1,611,545	-	1,611,545
70-4615-4400-9023	Fire Department Pumper Truck	247,064	-	247,064	-	247,064
70-4615-5100-xxxx	Salary/Benefits	5,344	-	5,344	-	5,344
70-4615-4200-9039	Police Department Bldg. Repairs	22,537	-	22,537	-	22,537
70-4615-5300-9029	Improvements to FM 1113	444,187	-	444,187	4,017	448,204
70-4615-5400-9025	Renovation of Civic Center	132,691	-	132,691	-	132,691
70-4615-5400-9027	Construction of Skate Park	24,750	-	24,750	-	24,750
70-4615-5400-9035	City Hall Roof Repairs	11,441	-	11,441	-	11,441
70-4615-5400-9037	Human Resources' Bldg. Repairs	94,312	-	94,312	-	94,312
70-4615-8500-6014	Arbitrage Rebate Service Fee	2,750	-	2,750	-	2,750
70-4615-8500-9019	Construction of Big Divide	957,924	-	957,924	-	957,924
70-4615-8500-9033	Feeder Road (SE Bypass)	520,647	-	204,464	(4,017)	516,630
70-4615-8500-9043	Street Reconstruction	250,058	-	250,058	-	250,058
Total Expenditures		\$ 4,427,853	\$ -	\$ 4,111,671	\$ -	\$ 4,427,853
Ending Fund Balance						
70-300-0001	Fund Balance	\$ -	\$ 315,953	\$ 315,953	\$ -	\$ -

* Prior year expenditures have been reconciled to the fund cash balance.

** This budget reflects all previous Capital Improvement Plan budget amendments as approved by City Council.

City of Copperas Cove, Texas
2010A Limited Tax Notes
Tax Supported
FY 2010-11

Account	Description	Total Project Budget**	Current Year Actual FY 2010-11	Total Project Actual FY 2010-11	Proposed Amendment	Total Amended Project Budget
Beginning Fund Balance						
60-300-0001	Fund Balance	\$ -	\$ -	\$ -	\$ -	-
Revenues						
60-390-1001	Bond Proceeds	\$ 1,380,000	\$ 1,380,000	\$ 1,380,000	\$ -	\$ 1,380,000
60-370-6001	Interest Revenue	-	321	321	-	-
Total Revenues		<u>\$ 1,380,000</u>	<u>\$ 1,380,321</u>	<u>\$ 1,380,321</u>	<u>\$ -</u>	<u>\$ 1,380,000</u>
Expenditures*						
60-4190-7500-8300	Vehicles					
	Police - Utility Sport & Pursuit Vehicle (3)	\$ 96,800	\$ -	\$ -	\$ -	\$ 96,800
	Fire - Ambulance, Defibril. & Prevention	185,175	21,583	21,583	(4,498)	180,677
	Street - Bucket Truck	65,985	-	-	-	65,985
	Parks - Pickup Truck	44,000	-	-	-	44,000
60-4190-7500-8400	General Equipment					
	HVAC Equipment	50,000	-	-	-	50,000
	Fire - SCBA Units, PPE Racks, etc.	161,500	-	-	(700)	160,800
	Street - Backhoe Loader	100,000	-	-	-	100,000
	Parks - Lawn Machines	122,399	-	-	-	122,399
60-4190-7500-8402	Electronic Equipment - Information Systems	63,006	60,371	60,371	5,198	68,204
60-4190-7500-8404	Software					
	City Secretary - Document Imaging	45,000	-	-	-	45,000
	Finance - Payroll Time Keeping Module	56,000	-	-	-	56,000
	Fire - Fire House	7,456	7,455	7,455	-	7,456
	I.S. - incl. Fin CIP Tracking, HR App Tracking	57,956	911	911	-	57,956
60-4190-7500-8500	Facilities - Fire	308,000	71	71	-	308,000
60-4190-7500-9500	Bond Issuance Costs	16,723	26,294	26,294	-	16,723
Total Expenditures		<u>\$ 1,380,000</u>	<u>\$ 116,685</u>	<u>\$ 116,685</u>	<u>\$ -</u>	<u>\$ 1,380,000</u>
Ending Fund Balance						
60-300-0001	Fund Balance	<u>\$ -</u>	<u>\$ 1,263,636</u>	<u>\$ 1,263,636</u>	<u>\$ -</u>	<u>-</u>

* Prior year expenditures have been reconciled to the fund cash balance.

** This budget reflects all previous Capital Improvement Plan budget amendments as approved by City Council.

NOTICE OF PUBLIC HEARING

On April 19, 2011, during a Regular City Council Meeting, the City Council of the City of Copperas Cove will hold a public hearing on the ordinance to amend the FY 2010-11 Annual Operating Budget for the City of Copperas Cove. The April 19, 2011 City Council Meeting will begin at 7:00 pm and will be held in the City Council Chambers at City Hall, 507 South Main Street, Copperas Cove, Texas 76522.

Operating Budget

The proposed amendments to the FY 2010-11 Annual Operating Budget are as follows:

	Increase (Decrease)
General Fund	
Expenditure Appropriations - Human Resources	\$4,148
Expenditure Appropriations - Fire Department	\$100,141
Expenditure Appropriations - Parks & Recreation	\$9,230
Expenditure Appropriations - Planning	\$13,936
Expenditure Appropriations - Code & Health Compliance	(\$13,936)
Expenditure Appropriations - Non-Departmental	\$7,180
Expenditure Appropriations - Contingency	(\$1,000)
Water & Sewer Fund	
Expenditure Appropriations - Non-Departmental	\$33,900
Expenditure Appropriations - Contingency	(\$15,000)
Expenditure Appropriations - Principal - '03 C/O	\$57,212
Expenditure Appropriations - Principal - '10 Refunding	\$235,125
Expenditure Appropriations - Interest - '01 C/O	(\$14,485)
Expenditure Appropriations - Interest - '03 C/O	\$23,914
Expenditure Appropriations - Interest - '03A GO	(\$19,800)
Expenditure Appropriations - Interest - '10 Tax Notes	(\$15,322)
Expenditure Appropriations - Interest - '10 Refunding	\$44,113
Expenditure Appropriations - Interest - '10A Tax Notes	\$1,208
Solid Waste Fund	
Expenditure Appropriations - Disposal Transfer Station	\$5,000
Expenditure Appropriations - Non-Departmental	\$8,022
Expenditure Appropriations - Contingency	(\$5,000)
Debt Service Fund	
Expenditure Appropriations - Principal - '98 GO	(\$80,000)
Expenditure Appropriations - Principal - '08 Tax Notes	\$10,000
Expenditure Appropriations - Principal - '10 Refunding	\$205,425
Expenditure Appropriations - Interest - '98 GO	(\$11,210)
Expenditure Appropriations - Interest - '01 C/O	(\$4,015)
Expenditure Appropriations - Interest - '03 C/O	(\$55,575)
Expenditure Appropriations - Interest - '10 Tax Notes	\$15,322
Expenditure Appropriations - Interest - '10 Refunding	\$38,540
Expenditure Appropriations - Bond Paying Agent Fee	\$6,245
Expenditure Appropriations - Arbitrage Rebate Service	\$12,800
Expenditure Appropriations - Arbitrage Rebate	\$57,481
Golf Course Fund	
Expenditure Appropriations - Operations	\$3,250

Library Gifts & Memorials Fund

Revenue Appropriations	\$4,749
Expenditure Appropriations	\$4,749

City-Wide Donations Fund

Revenue Appropriations	\$5,082
Expenditure Appropriations	\$5,082

Grant Fund

Revenue Appropriations	\$66,661
Expenditure Appropriations	\$67,934*

*\$1,273 in Grant funds received and recorded in a prior year and planned for expenditures in fiscal year 2010-11.

Court Technology Fund

Expenditure Appropriations	\$7,210
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2003 CO's Fund - Tax Supported

Expenditure Appropriations - Reliever Route	(\$4,017)
Expenditure Appropriations - FM 1113 Sidewalk Imprvmt	\$4,017

2010A Limited Tax Notes - Tax Supported

Expenditure Appropriations - Fire - Ambulance	(\$4,498)
Expenditure Appropriations - Fire General Equipment	(\$700)
Expenditure Appropriations - Electronic Equipment	\$5,198

Date: 04/19/2011

Information

SUBJECT

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

BACKGROUND/HISTORY

The 2007 Comprehensive Plan of the City of Copperas Cove states:

“Approval of development proposals that are inconsistent with the Future Land Use Plan will often result in inconsistency between the Future Land Use plan and zoning regulations. It is recommended that Copperas Cove amend the Future Land Use Plan prior to rezoning land that would result in such inconsistency, if proposed zoning were appropriate. In order to expedite the process of amending the Future Land Use Plan to ensure zoning regulations correspond, the related amendment recommendation(s) should be forwarded simultaneously with the rezoning request(s).”

The 2007 Comprehensive Plan continues:

“Rezoning... for land uses not consistent with the Future Land Use Plan, except previously established and approved land uses, should not be considered until the Comprehensive Plan has been amended as necessary to provide for such land uses.”

FINDINGS/CURRENT ACTIVITY

Please see the Public Hearing/Consideration/Action on an Amendment to the Future Land Use Plan, prepared by Chris Stewart, AICP, Espey Consultants, Inc.

Please see attached photographs and existing zoning exhibit for reference.

City Council is the final approving authority for all Comprehensive Plan updates.

ACTION OPTIONS/RECOMMENDATION

The Planning and Zoning Commission of the City of Copperas Cove held a public hearing on March 28, 2011, and voted to recommend that Plate 4-1 of the Future Land Use Plan be amended to change the area north of Phil Avenue, east of Laura Street, and west of Margaret Lee Street from low density residential to retail/commercial.

City staff and Espey Consultants do not recommend that Plate 4.1 of the Future Land Use Plan be amended to change the area north of Phil Avenue, east of Laura Street, and west of Margaret Lee Street from low density residential to retail/commercial.

Attachments

Link: [FLUP Write Up](#)

Link: [Zoning Map](#)

Link: [Pictures](#)

Link: [Plat](#)

Link: [FLUP Ordinance](#)

ITEM: PUBLIC HEARING / CONSIDERATION / ACTION ON AN AMENDMENT
TO THE FUTURE LAND USE PLAN

PREPARED BY: Chris Stewart, AICP, Espey Consultants, Inc.
CONTACT: cstewart@espeyconsultants.com, 512-326-5659
or Wes Wright, City Engineer

BACKGROUND

At issue is a single-family lot for which R-2 zoning currently exists, for which B-3 zoning is requested, and for which the Future Land Use Plan, Plate 4.1, shows the area as Low Density Residential.

ANALYSIS

Land Use Intensity

The area of consideration is generally of lighter intensity, including adjacent single-family and medium density residential. Although the zoning for the adjacent properties is mostly business district, the current *uses* are all residential, and that is what the Future Land Use Plan reflects.

The retail/commercial area along US 190 to the north is bounded at Rodney Avenue. This is a clear separation of the intensity. To the east, the retail and commercial use area is bounded at the common property line of the homes along Margaret Lee St.. Accordingly, Margaret Lee St. is single-family use on either side from Rodney Avenue to Robertson Avenue, and Phil Avenue from the apartment complex to Laura Avenue is a uniform corridor of single family use. These streets and blocks function as an integral single-family neighborhood.

Land Use Quantity

The Future Land Use Plan discusses the concept of “over-zoning”, a condition in which “the available supply of zoned land exceeds the projected demand for the use of the land” (see page 4.11, 4.12).

Analysis conducted previously indicates that the city is currently over-zoned with respect to the total acreage of retail and retail/commercial oriented districts, and yet under-zoned with respect to true retail zoning.

Land Use Compatibility

A request to zone to a higher intensity use, where a low intensity use is shown on the map and where existing residential is adjacent naturally brings about questions of land use compatibility. Generally, the Future Land Use Plan attempts to locate retail and commercial land uses along major roadways and away from established neighborhoods, and also provide a transition of use intensity between the extremes.

The buffer, or transition, between the proposed use and the existing lower intensity use is then an important consideration to be made (page 4.12, Future Land Use Plan). Under the current zoning ordinance, a screening device would be required (Sec. 20-19[6], Zoning Ordinance) for a commercial use adjacent to a residential use.

STAFF RECOMMENDATION

Following is staff's summary review of the guidance questions:

- Will the proposed change enhance the site and the surrounding area?
 - The change would offer increased service opportunities to the surrounding area, but would be an encroachment into the integral neighborhood.
- Is the proposed change a better use than that recommended by the Future Land Use Plan?
 - The Future Land Use Plan recognizes the area as an integral neighborhood and preserves the block structure.
 - The area is served by local streets which were not intended to offer high visibility or access associated with a commercial or retail use.
- Will the proposed use impact adjacent residential areas in a negative manner? Alternatively, will the proposed use be compatible with, and/or enhance, adjacent residential areas?
 - The set of uses that can be placed on the site under the current or proposed zoning classification have the potential to impact adjacent areas negatively in terms of traffic, lighting/glare, noise, hours of operation, and odor.
- Are uses adjacent to the proposed use similar in nature in terms of appearance, hours of operation, and other general aspects of compatibility?
 - Current, adjacent uses are similar in terms of appearance, but the lots are smaller than most commercial lots, as they were originally platted with the intent of residential use.
- Does the proposed use present a significant benefit to the public health, safety, and welfare of the community? Would it contribute to the City's long-term economic well-being?
 - The proposed use would contribute valuable tax base to the City.
 - The city has ample existing zoning at the B-4 level, and is over-zoned for higher-intensity zoning districts.

Staff does not recommend that Plate 4.1 of the Future Land Use plan be amended to change the area north of Phil Ave., east of Laura St., and west of Margaret Lee St. from low density residential to retail / commercial.



YIELD



WINDY HILL DR

ORDINANCE NO. 2011-14

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

WHEREAS, Tex. Loc. Gov't Code Chapter 211 authorizes the City of Copperas Cove to adopt rules and regulations regarding the zoning of land within the City limits of the City of Copperas Cove for the purposes of promoting the safe, orderly, and healthful development of the City of Copperas Cove; and

WHEREAS, Tex. Loc. Gov't Code Chapter 211 empowers the City to provide for the administration, enforcement, and amendment of those zoning rules and regulations; and

WHEREAS, a rezone application was received on March 4, 2011, requesting that 1005 Phil Avenue be rezoned from R-2 (Two-Family Residential) to B-3 (Local Business); and

WHEREAS, such a rezone request for the hereinabove described property warrants consideration of amending Chapter Four of the 2007 Comprehensive Plan of the City of Copperas Cove, Texas, providing for changes in the Future Land Use Plan, providing for changes on Plate 4-1, the Future Land Use Map; and

WHEREAS, a notice of amending Chapter Four of the 2007 Comprehensive Plan of the City of Copperas Cove, Texas, providing for changes in the Future Land Use Plan providing for changes on Plate 4-1, the Future Land Use Map was published on March 11, 2011, in the Cove Leader Press; and

WHEREAS, the Planning and Zoning Commission of the City of Copperas Cove held a public hearing on March 28, 2011, and voted to recommend approval to amend the Future Land Use Plan, Plate 4-1 to the City Council of the City of Copperas Cove; and

WHEREAS, the City Council of the City of Copperas Cove held the required public hearing concerning the change to the Future Land Use Plan on April 19, 2011, and approved the change; and

WHEREAS, the City Council of the City of Copperas Cove has determined it to be in the public interest to amend the City's Comprehensive Plan, which in its

best judgment promotes the health, safety, morals, and general welfare and protect the use and enjoyment or property throughout the City.

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

SECTION 1.

That Plate 4-1 of the 2007 Comprehensive Plan of the City of Copperas Cove be amended and updated to designate the area north of Phil Avenue, east of Laura Street, and west of Margaret Lee Street as retail/commercial.

SECTION 2.

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

SECTION 3.

That this ordinance shall go into effect upon passage.

PASSED, APPROVED AND ADOPTED this 19th day of April 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: 04/19/2011

Contact: Joseph Pace, Planner

Information

SUBJECT

Public hearing and action on a request to rezone Lot 3, Block 3 of the Crest View Heights Subdivision, generally known as 1005 Phil Avenue, from R-2 (Two-Family Residential) to B-3 (Local Business).

Joseph R. Pace, Planner

BACKGROUND/HISTORY

On March 4, 2011, Woodrow W. Deck Jr, submitted an application for a zoning change from R-2 (Two-Family Residential) to B-3 (Local Business) for Lot 3, Block 3, of the Crest View Heights Subdivision, generally known as 1005 Phil Avenue.

The zoning in the area is very diverse and inconsistent, see attached zoning map. The said property is located in Block 3 of the Crest View Heights Subdivision. Block 3 is predominately zoned B-4 (Business), with the exception of 1003 and 1005 Phil Avenue which are zoned R-2. Regardless of the current zoning, all lots in Block 3 appear to be utilized as single family homes.

According to the application, Mr. Deck stated, “[I want to] open a small, low impact, home based business.” Mr. Deck explained, via the telephone, to staff that he would like to start a small driving school at 1005 Phil Avenue.

According to Section 20-28 of the zoning ordinance, a driving school is not an allowable home based business. It should also be noted, that a rezone to B3 would make any use allowable in B-3 a permitted use, including but not limited to an playground, office, and/or a bank.

FINDINGS/CURRENT ACTIVITY

Please see accompanying report and exhibit prepared by Gabriel Rojas, AICP, of Espey Consultants Inc., regarding the proposed zoning change request.

City Council is the final approval authority on all rezones in the City of Copperas Cove.

ACTION OPTIONS/RECOMMENDATION

The Planning and Zoning Commission of the City of Copperas Cove held a public hearing on March 28, 2011, and voted to recommend approval to rezone Lot 3, Block 3, Crest View Heights Subdivision, generally known as 1005 Phil Avenue from R-2 (Two-Family Residential) to B-3 (Local Business). However, City staff and Espey Consultants recommend the City Council deny the zoning change request from R-2 to B-3.

Attachments

Link: [Espey Rezone Write Up](#)

Link: [Zoning Map](#)

Link: [Pictures](#)

Link: [Plat](#)

Link: [Rezone Ordinance](#)



DATE: March 21, 2011
TO: Planning and Zoning Commission

FROM: Gabriel Rojas, AICP - Espey Consultants, Inc.

RE: 1005 Phil Avenue Rezoning

BACKGROUND:

The petitioner requests approval of a Zone Change from Single-Family Residential (R-2) to Business District (B-3) for the property located at 1005 Phil Avenue. The property is within the city limits. The applicant has indicated their intent to convert the existing single-family residence on the lot to a driving school.

COMPREHENSIVE PLAN:

This property indicates a *Low Density Residential* designation within the Future Land Use Map component of the Comprehensive Plan. This property is also at the entrance to a neighborhood off of US 190 which marks the boundary edge between the *Retail* areas located adjacent to US 190 and *Low Density Residential* areas directly behind that.

The Thoroughfare component of the Comprehensive Plan does not identify Phil Avenue, therefore, it can be assumed that it is envisioned to remain a local street.

SPECIFIC DEVELOPMENT:

Zoning:

The zoning in this area is diverse and inconsistent with the *Low Density Residential* designation laid out on the Future Land Use Map. This property is zoned R-2 with one adjacent lot, 1003 Phil Avenue, zoned R-2. The other adjoining lot to the back of this property is zoned B-4 and all properties directly facing this property on the opposite side of Phil Avenues and Margaret Lee Street are zoned B-4. Their use, however, remains as single-family residences. The zoning district requested for this lot, B-3, is inconsistent with the location of this property as the lot regulations require a 50 foot side yard setback from any residentially zoned area. According to this criterion, the existing house on the lot would be a non-compliant structure once the zoning is changed to Business District (B-3) and the use becomes commercial with the subsequent operation of a driving school.

Land Use Compatibility:

Single Family Residences describe the land uses surrounding this property.

Access:

Access to this lot is not an issue and is currently provided by Phil Avenue.

CONCLUSION:

The applicant has stated the intent to operate a driving school from the residence as a “small, low impact, home-based business.” A driving school requires visitors/customers to the house so it can not be operated as a home occupation under the current zoning class, R-2. As a result, the applicant has requested B-3 zoning yet, to operate, he would have to observe the 50 foot side yard setback from the lot directly adjacent to his, 1003 Phil Avenue.

The zoning requested, B-3, is inconsistent with the Future Land Use Map in this area. This area appears to be successfully serving as a transition zone between the higher intensity highway commercial uses to the north and the single-family neighborhood to the south. As market forces take advantage of the pre-existing business district zoning, and the area transitions to a small lot neighborhood commercial district with the single-family use becoming less dominant, the zoning recommendation presented below may be ripe for reconsideration.

Staff recommends denial of this zoning change request from R-2 to B-3.

PLANNING AND ZONING COMMISSION OPTIONS:

1. Recommend approval of the request for a zone change to B-3, contingent upon:
 - A successful amendment to the Future Land Use Map to reflect a commercial intent for this area, prior to City Council final action on the item.
2. Recommend denial of the zone change request with findings.
3. Table the request to a future meeting.
 - Staff does not recommend that an item be tabled, unless the Commission describes in its motion specific information that it needs to make a fair and complete review of the application.



**Figure 1: Future Land Use Map
(Yellow-Low Density Residential; Red-Retail; Brown-High Density Residential)**

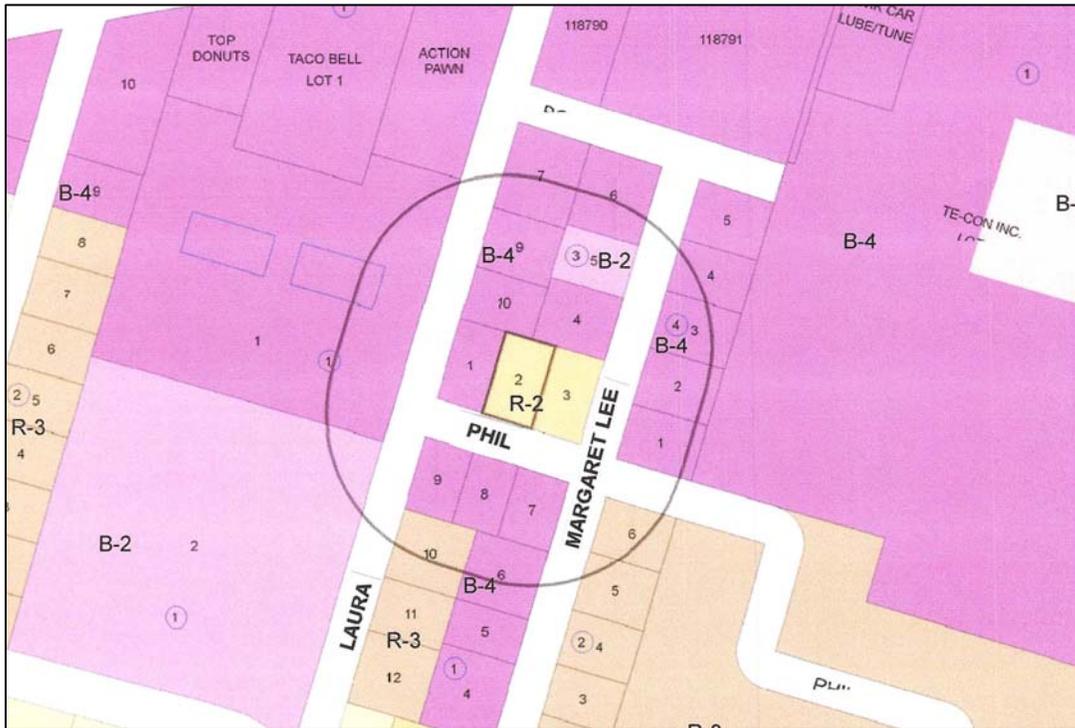
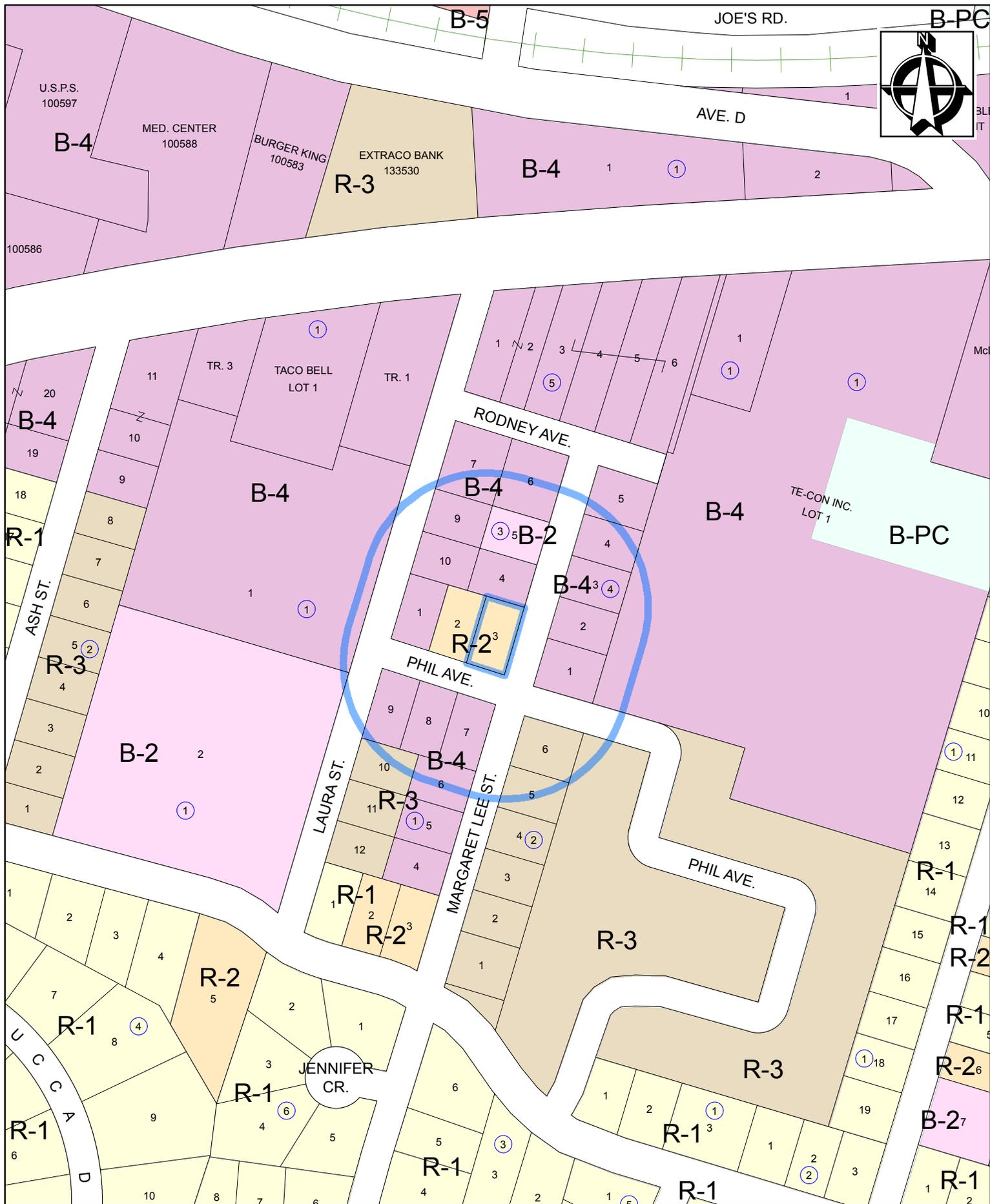


Figure 2: Zoning Map



1005 PHIL AVE.
200' REZONE RADIUS





YIELD



WINDY HILL DR

Scale: 1"=100'

U.S. Highway No. 190

THE STATE OF TEXAS
COUNTY OF CORYELL

I, Arvin McDonald, Licensed State and Surveyor, do hereby certify the attached plat to be a true and correct subdivision of 18.4 acres of land located in the City of Gopuras Cove, Coryell County, Texas, and the 1/4 section survey and the W & P. Sardeson Survey as shown by the ground.

Witness my hand and seal of office this 14th day of December, 1954.

Arvin McDonald
Surveyor

THE STATE OF TEXAS
COUNTY OF CORYELL

I, L. L. Meggs, Mayor of the City of Gopuras Cove, Texas, do hereby certify that the plat shown on the attached plat is a true and correct subdivision of 18.4 acres of land located in the City of Gopuras Cove, Coryell County, Texas, and the 1/4 section survey and the W & P. Sardeson Survey as shown by the ground.

Witness my hand and seal of office this 14th day of December, 1954.

L. L. Meggs
Mayor

THE STATE OF TEXAS
COUNTY OF CORYELL

Before me the undersigned authority, on this day appeared _____ and for Coryell County, Texas, on this day appeared _____ whose names are known to me to be the persons whose names are subscribed to the foregoing instrument and who acknowledged to me that they executed the same for the purposes and consideration therein expressed.

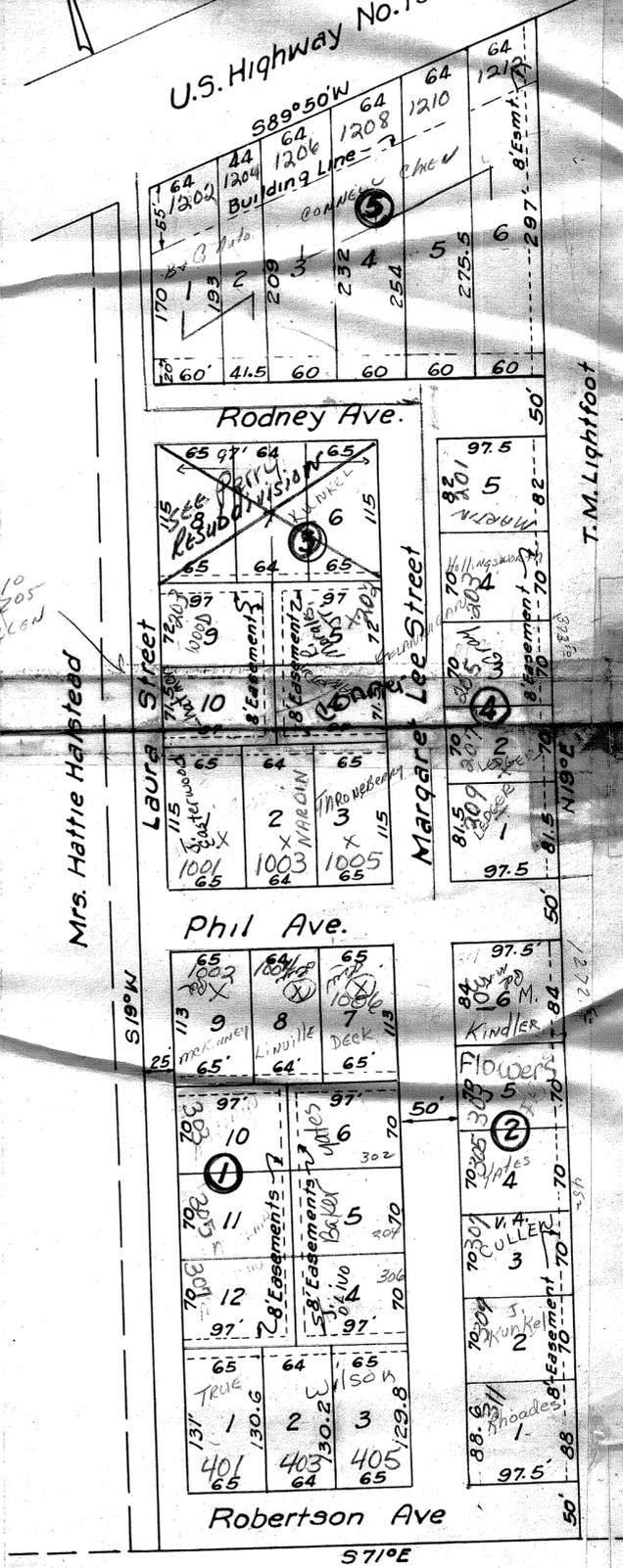
Witness my hand and seal of office this 14th day of December, 1954.

Henry Zigler
Notary Public, Coryell County, Texas

THE STATE OF TEXAS
COUNTY OF CORYELL

I, Marvlin Nichols, Mayor of the City of Gopuras Cove, Coryell County, Texas, do hereby certify the attached plat is herewith approved by the City Council of said city at its meeting on the 14th day of December, 1954.

Secretary of the City of Gopuras Cove, Texas
A. P. Houser



Cres VIEW Hgt.

ORDINANCE NO. 2011-15

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS APPROVING A ZONING CHANGE BY REZONING LOT 3, BLOCK 3 OF THE CREST VIEW HEIGHTS SUBDIVISION, LOCALLY KNOWN AS 1005 PHIL AVENUE, FROM R-2 (TWO-FAMILY RESIDENTIAL) TO B-3 (LOCAL BUSINESS).

- WHEREAS,** Tex. Loc. Gov't Code Chapter 211 authorizes the City of Copperas Cove to adopt rules and regulations regarding zoning of land within the City limits of the City of Copperas Cove for the purpose of promoting the safe, orderly, and healthful development of the City of Copperas Cove; and
- WHEREAS,** Tex. Loc. Gov't Code Chapter 211 empowers the City to provide for the administration, enforcement, and amendment of those zoning rules and regulations; and
- WHEREAS,** the hereinabove described property has a current zoning of R-2 (Two-Family Residential); and
- WHEREAS,** an application was received on March 4, 2011 requesting that such property be rezoned from R-2 (Two-Family Residential) to B-3 (Local Business); and
- WHEREAS,** a notice of the rezone request has been distributed via regular U.S. Mail to all property owners located within two-hundred (200) feet of the property; and
- WHEREAS,** a notice of the rezone request was published on March 11, 2011 in the Cove Leader Press; and
- WHEREAS,** the property has a proposed future use of Retail/Commercial as currently indicated on Plate 4-1 of the Future Land Use Plan; and
- WHEREAS,** the Planning and Zoning Commission of the City of Copperas Cove on March 28, 2011, held a public hearing on the rezone request; and
- WHEREAS,** the City Council of the City of Copperas Cove held the required public hearing concerning the rezone request on April 19, 2011; and
- WHEREAS,** the City Council of the City of Copperas Cove has determined it to be in the public interest to amend the City's Comprehensive Zoning Regulations and Zoning Map, which in its best judgment promotes the health, safety,

morals, and general welfare and protect the use and enjoyment of property throughout the City.

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

SECTION 1.

That the hereinabove described property, locally known as 1005 Phil Avenue, be given the permanent zoning of B-3 (Local Business);

SECTION 2.

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

SECTION 3.

That this ordinance shall go into effect upon passage.

PASSED, APPROVED AND ADOPTED this 19th day of April 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: 04/19/2011

Contact: Ryan Haverlah, Asst Dir Finance/Budget Dir,
Finance

Information

SUBJECT

Consideration and action accepting the 2011 access line rates as provided by the Public Utility Commission of Texas. *Ryan Haverlah, Assistant Director of Financial Services/Budget Director*

BACKGROUND/HISTORY

The Public Utility Commission (PUC) of Texas notified the City of Copperas Cove the City's 2010 maximum access line rates have increased by 0.84% due to inflation. The PUC measures inflation by the consumer price index (CPI). The City chose to adjust rates last year in April 2010 to the maximum rates. The current/preferred 2010 rates and the default 2011 rates are as follows:

2010 Preferred Rates: Residential \$0.43; Non-Residential \$0.84; Point-to-Point \$0.84

2011 Default Rates: Residential \$0.44; Non-Residential \$0.85; Point-to-Point \$0.85

FINDINGS/CURRENT ACTIVITY

The City is not required to respond to the PUC to accept the 2011 access line rates. Should the City elect to decline the rate increases, Council must direct staff to decline the default rates and choose different rates.

ACTION OPTIONS/RECOMMENDATION

City staff recommends the City Council accept the default 2011 rates as notified by the PUC.

Fiscal Impact

Funds available Y/N?: Y

FINANCIAL IMPACT:

Current rates: Residential \$0.43; Non-residential \$0.84; Point-to-point \$0.84.

Proposed rates: Residential \$0.44; Non-residential \$0.85; Point-to-point \$0.85.

Attachments

Link: [PUC Notice](#)



Public Utility Commission of Texas

1701 N. Congress Ave., PO Box 13326, Austin, TX 78711-3326

2011 CONSUMER PRICE INDEX ADJUSTMENT TO MUNICIPAL TELECOMMUNICATIONS RIGHT-OF-WAY ACCESS LINE RATES

March 28, 2011

PURPOSE

This letter is to notify you that your city's 2010 maximum access line rates have increased by 0.84% due to inflation, as measured by the CPI. This adjustment has been made pursuant to Chapter 283 of the Local Government Code (House Bill 1777)

DEFAULT RATES FOR 2011: INCREASE

Based on the choices made by your city in April 2010, your city's 2011 rate will either be adjusted for inflation, or will remain the same as your 2010 rate. According to our records, when similar CPI adjustments were made in April 2010, your city chose the MAXIMUM allowable CPI-adjusted rates. Therefore, your 2011 rates will reflect an increase of 0.84% from your 2010 rates. You have the option to decline this increase in rates by taking the action explained below.

ACTION BY CITY: TO REFUSE THE INCREASE

(1) You do not have to respond to accept the increased access line rates. (2) Respond ONLY if you want to DECLINE the increase in access line rates. (3) To decline, notify the PUC using page 2 of this letter no later than April 30, 2011. (4) The PUC does not require City council authorization; however, if your city charter requires it, please do so immediately. (5) Verify your contact information and highlight any changes. (6) Make a copy of this document.

WHAT HAPPENS IF A CITY DOES NOT RESPOND BY APRIL 30, 2011?

If a city does not respond by April 30, 2011, the rates for your city will increase from 2010 levels. The next opportunity to adjust your rates will be September 1, 2011.

WHAT HAPPENS NEXT?

The PUC will notify telephone companies of your desired rates and you will be compensated accordingly no later than July 1, 2011.

FUTURE REVISIONS TO CPI

The access line rates will be revised annually in March depending on whether the CPI changes for the previous year. If the CPI changes for the year 2011, you will receive a similar letter in March 2012.

See over...

CITY OF COPPERAS COVE

Section 1: Your 2010 city preferred rates are as follows:

Residential _____ \$0.43 **Non-Residential** _____ \$0.84 **Point-to-Point** _____ \$0.84

Section 2: Your default rates for 2011 are as follows. Note: These are higher than the 2010 rates due to the CPI inflation adjustment.

Residential _____ \$0.44 **Non-Residential** _____ \$0.85 **Point-to-Point** _____ \$0.85

To decline your default increase in rates, notify the PUC by completing the section below. You can mail or fax this page to the PUC. To accept rates in Section 2, no action is required.

I _____, Title _____, am an authorized representative for the City/Town/Village of _____. The City declines to accept the default rates indicated in Section 2 above. Instead, we choose the following rates: Residential _____; Non-Residential _____; Point_to_Point _____.

Date: _____

Signature: _____

Other Comments:

HOW TO RESPOND

Mail: Stephen Mendoza
Public Utility Commission
P.O. Box 13326
Austin, Texas 78711-3326

INQUIRIES

Inquiries only. NOT for sending your response.
HB1777@puc.state.tx.us
Phone No: 512-936-7394

OR FAX TO Stephen Mendoza at: 512-936-7428

CITY CONTACT INFORMATION

Please notify us if the contact information we have on file for your city has changed. Thank you.

Phone No. 1 (254) 547-4221

Phone No. 2 (254) 535-4814

Fax No: (254) 547-2800

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

Address

CHRISTINE M JULIUS ASSISTANT DIRECTOR OF FINANC
or current city official responsible for right-of-way issues
CITY OF COPPERAS COVE
PO BOX 1449
COPPERAS COVE TX 76522

City Council Regular

Item #: I. 2.

Date: 04/19/2011

Contact: Andrea Gardner, City Manager

Information

SUBJECT

Consideration and action on authorizing the City Manager to provide Espey Consultants, Inc. with fourteen (14) days written notice to terminate the Agreement for Planning Services. **Andrea M. Gardner, City Manager**

BACKGROUND/HISTORY

Espey Consultants has provided the City planning services since November 2009.

FINDINGS/CURRENT ACTIVITY

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

A copy of the existing agreement with Espey Consultants is attached for Council review.

ACTION OPTIONS/RECOMMENDATION

City staff recommends that City Council direct the City Manager to provide 14-day notice to Espey Consultants to terminate all services provided to the City under the agreement dated November 30, 2009.

Fiscal Impact

FINANCIAL IMPACT:

See attached fee schedule.

Attachments

Link: [Planning Services Agreement](#)

GENERAL AGREEMENT FOR PROFESSIONAL PLANNING SERVICES

(Planning Consulting Agreement)

Espey Consultants, Inc.
November 30, 2009

Client

City of Copperas Cove, Texas
507 S. Main St.
Copperas Cove, Texas 76522

Consultant

Espey Consultants, Inc.
4801 Southwest Parkway, Parkway 2, Suite 150
Austin, Texas 78735

This agreement ("Agreement") is by and between *the City of Copperas Cove* (hereafter "Client"), and **ESPEY CONSULTANTS, INC.** (hereafter "Consultant") who agree as follows. Client hereby engages Consultant to perform the services described below and to commence the Services upon execution of this Agreement and specific authorization of the Client. Client and Consultant agree that this Agreement and the attachments referred to herein, constitute the entire agreement between them relating to the Project.

Project:

- I. **Project Scope:** The scope of work generally involves providing professional planning consulting services to support City Staff, the Planning and Zoning Commission, the City Council, and Board of Adjustment in the administration and application of their respective authorities related to planning, land use, zoning, subdivision, and utilities. The scope of work may contain any combination of the following tasks:
- i. Preparation of new land development regulations
 - ii. Revision of current land development regulations
 - iii. Assistance in the preparation of City-initiated comprehensive plan amendments
 - iv. Assistance in the preparation of Comprehensive Plan Evaluation and Appraisal Report-based amendments.
 - v. Assistance in the preparation of special studies
 - vi. Review of applications for development orders, development permits, comprehensive plan amendments, deviations, appeals, change of zoning, annexation, development agreements, planned unit developments, planned development districts, request for variance, and review of plats and replats.
 - vii. On-call availability during normal business hours to respond to City staff and applicant Requests.
 - viii. Consultation to City staff and applicants, either in person, or via email and/or Telecommunications.
 - ix. Attendance and participation at meetings with City staff and applicants.
 - x. Attendance and participation and City Council, Planning and Zoning, Board of Adjustments, and Development Review Committee meetings.
 - xi. Attendance and participation at meetings with City staff and other governmental Agencies.
 - xii. Preparation of written reports and memoranda.
 - xiii. Development and maintenance of a Concurrency tracking system.
 - xiv. Review and coordination of 2010 Census programs.

- II. Consultant's Responsibilities: The Consultant shall perform or furnish the Services described under this Agreement in a timely manner.
- III. Client's Responsibilities: The Client shall do the following in a timely manner so as not to delay the Services:
- A. Furnish Consultant with all reports, studies, background case information and similar information in its possession relating to the Project. Unless otherwise specified, Consultant may rely upon Client-furnished information without independent verification.
 - B. Designate a single representative for the Project who will have the authority to issue instructions, receive information, interpret and define Client's policies, and make decisions with respect to the Consultant's activities under this Agreement.
 - C. Provide all criteria and full information as to Client requirements for the Project, attend Project-related meetings, provide interim reviews, make decisions on Project alternatives, and generally participate in the Project to the extent necessary to allow the Consultant to perform the Services.
 - D. Provide the Consultant with safe and legal access to any premises necessary for the consultant to provide the Services.
 - E. Make payment to the Consultant for services rendered as provided hereunder.
- IV. Compensation:
- A. Consulting and analysis services will be billed monthly at the then current standard rate of individual firm members. All time and expense based fees, which are authorized and performed hereunder, shall be invoiced in accordance with this Agreement and the Rate Schedule. The current Rate Schedule is attached hereto as Exhibit "A" and is incorporated herein by reference for all purposes.
 - B. Terms of Payment – All fees and expenses will be invoiced monthly based on the amount of progress made by the Engineer each month during the Project. Invoices are due within 30 days. Payments received more than thirty (30) days after the invoice date will be subject to a late charge of 1% per month. The Consultant reserves the right to stop work on the Project should invoices not be paid in full within sixty (60) days of Client receiving the invoice.
- VI. Termination/Suspension: Either party may terminate this Agreement for any reason after providing the other party with fourteen (14) days written notice. In the event either party defaults in its obligations under this Agreement (including Client's obligation to make the payments required hereunder), the non-defaulting party may suspend performance under this Agreement after providing seven (7) days written notice of its intention to do so. In the event that either party provides the other with a seven (7) day notice under this provision, the Agreement will be considered terminated at the end of the seven day period if the defaulting party has not fully cured or, in the opinion of the noticing party, has not made a good faith effort to fully cure such default. If termination or suspension occurs, the Client agrees to and shall pay the Consultant for all Services rendered, including profit relating thereto and expenses, incurred prior to the expiration of the termination notice period, plus any expenses of termination.

VII. Insurance: The Consultant shall obtain and maintain, throughout the term of the Agreement, insurance of the types in the minimum amounts set forth below.

The Consultant shall furnish certificates of insurance to the Client evidencing compliance with the insurance requirements hereof. Certificates shall indicate name of the consultant, name of insurance company, policy number, term of coverage and limits of coverage. The Consultant shall cause its insurance companies to provide the Client with at least thirty (30) days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. The Consultant shall obtain such insurance from such companies having a Bests rating of B+/VII or better, licensed or approved to transact business in the state in which the Services shall be performed, and shall obtain such insurance of the following types and minimum limits:

- A. Workers' Compensation insurance in accordance with the laws of the State of Texas, or state of hire/location of Services, and Employer's Liability coverage with a limit of not less than \$500,000 each employee for Occupational Disease; \$500,000 policy limit for Occupational Disease, and Employer's Liability of \$500,000 each accident.
- B. Commercial General Liability insurance including coverage for Products/Completed Operations, Blank Contractual Contractors' Protective Liability Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:

\$2,000,000	General aggregate limit
1,000,000	Each occurrence, combined single limit
1,000,000	Aggregate Products, combined single limit
1,000,000	Aggregate Personal Injury/Advertising Liability
50,000	Fire Legal Liability
5,000	Premises Medical
- C. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits of not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- D. Umbrella Excess Liability insurance written as excess of Employer's Liability, with limits of not less than \$1,000,000 each occurrence combined single limit.
- E. Professional Liability insurance with limits of not less than \$1,000,000 each claim/annual aggregate.

VIII. Liability: Under no circumstance will Consultant be liable for any loss, damage, or liability arising from any negligent act, error or omission by Client, its subcontractors, agents, staff, or consultants which cause any injury or damages to any person or property.

X. Jurisdiction / Venue / Choice of Law: This Agreement is entered into and performable in Coryell County, Texas. This Agreement is intended to be interpreted pursuant to the laws of the State of Texas. The parties agree that venue for any dispute or claim arising from or involving this agreement will lie in Coryell County, Texas. In the event of any dispute arising from this Agreement, the parties hereby agree to mediate the dispute prior to instituting formal legal proceeding against the other party.

- XI. Compliance: The Consultant agrees to perform the work hereunder in accordance with generally accepted standards applicable thereto and shall use a degree of care and skill commensurate with the local planning profession to comply with all applicable state, federal and local laws, ordinances, rules and regulations relating to the work to be performed hereunder.
- XII. Ownership of Documents: All project documents prepared by the Consultant, including original drawings, cost estimates, technical specifications, reports and other data, shall be the property of the Client. All drawings, charts, calculations, plans, specifications and other data prepared under or pursuant to this Agreement shall be made available, upon request, to the City without restriction or limitation on the further use of such materials provided, however, that such materials are not intended or represented to be suitable for reuse by the City or others. Any reuse without prior verification or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability to the Consultant. Where applicable, Consultant shall retain all pre-existing proprietary rights in the materials provided to the City but shall grant to the City a non-exclusive, perpetual, royalty-free license to use such proprietary information solely for the purposes for which the information was provided. The Consultant may, at Consultant's expense, have copies made of the documents or any other data furnished to the City under or pursuant to this Agreement.
- XIII. Miscellaneous:
- A. Amendment - This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.
 - B. Assignment - The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.
 - C. Prevailing Party Litigation Costs - In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs and attorney's fees from the other party.
 - D. No Waiver - In the performance of any particular section of this Agreement, waiver by either party of a default by the other party shall not invalidate any section of this Agreement or operate as a waiver of any future default.
 - E. No Third-Party Beneficiary - Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit or inure to the benefit of any third party, including the Client's contractors, if any.
 - F. Severability - The various terms, provisions and covenants herein shall be deemed separate and severable and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.
 - G. Authority - The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.
- XIV. Address of Notices and Communication: All notices and communications to the Consultant under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to the Consultant at the following address:

Espey Consultants, Inc.
4801 Southwest Parkway
Parkway II, Suite 150
Austin, Texas 78704
Attention: Keith A. Moody, P.E.

All notices and communications to the Client under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to the Client at the following address:

City of Copperas Cove
507 S. Main Street
Copperas Cove, Texas 76522
Attn: City Manager

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

AGREED TO:

CITY OF COPPERAS COVE

By: Andrea Gardner

Printed Name: Andrea Gardner

Title: City Manager

Date: 11/30/09

AGREED TO:

ESPEY CONSULTANTS, INC.

By: 

Printed Name: Keith A. Moody P.E.

Title: Vice President

Date: 11/30/09

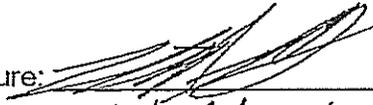
M:\active\p0161.09 Copperas Cove\EC Base Contract.doc

**PROPOSAL FORM
RFP - PROFESSIONAL PLANNING SERVICES**

Item #	HOURLY RATE SCHEDULE	Hourly Rate
	POSITION	
1	City PLANNER	\$ 130.00
2	Research Analyst	\$ 90.00
3	Administrative Assistant	\$ 65.00
4	Clerical Staff	\$
5	OTHER: <i>Engineer</i>	\$ 130.00
	OPTIONAL PRICING STRUCTURE	
6	Annual Lump Sum	\$
7	Annual Retainer - plus	\$
	A Monthly Fee	\$ _____/Month

THE ABOVE RATES INCLUDE SALARY COSTS, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN AND PROFIT. THEY DO NOT INCLUDE DIRECT EXPENSES.

*Attach Additional Pricing Sheets if Necessary.

Authorized Signature:  Address: 3809 S. Second St. B-300
 Printed Name & Title: Keith Pawly Vice President
 City: Austin State: TX Zip Code: 78704
 Company: Espey Consultants, Inc. Date: 9-9-09
 Phone No.: _____ Fax No.: _____

~~112~~ **EXHIBIT 'A'**



CERTIFICATE OF LIABILITY INSURANCE

OP ID JU
ESPEY-2DATE (MM/DD/YYYY)
03/25/10

PRODUCER Texas Associates Insurors Building 3, Suite 300 1120 Capital of Texas Hwy S. Austin TX 78746 Phone: 512-328-7676 Fax: 512-327-8337		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW	
INSURED Espey Consultants, Inc Parkway 2, Suite 150 4801 Southwest Parkway Austin TX 78735		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Hartford Lloyd's Ins Co	38253
		INSURER B: Hartford Underwriters	30104
		INSURER C: Endurance American Spec-PLUS	41718
		INSURER D:	
		INSURER E:	

RECEIVED
APR 06 2010

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Business Owners GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	65SBAER7175	04/01/10	04/01/11	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	65UECUY1207	04/01/10	04/01/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$10000	65SBAER7175	04/01/10	04/01/11	EACH OCCURRENCE \$ 5000000 AGGREGATE \$ 5000000 \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below <input type="checkbox"/> Y/N	65WECZK3818	04/01/10	04/01/11	<input checked="" type="checkbox"/> WVC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
C		Professional Liab	ECC101006576	04/01/10	04/01/11	Each/Agg 2000000
C		Pollution Liab	ECC101006576	04/01/10	04/01/11	Deduct. 50000

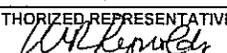
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Re: 9075.00 Copperas Cove Planning Services
 *except for non-pay which is 10 days.

CERTIFICATE HOLDER

CITY
City of Copperas Cove 507 South Main Street Copperas Cove TX 76522

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE 

Date: 04/19/2011

Contact: Bob McKinnon, Division Head of Public Works

Information

SUBJECT

Consideration and action on authorizing the City Manager to execute a contract with Bell Air Conditioning, Inc., Belton, Texas to upgrade and install sixteen energy efficient Heating Ventilating & Air Conditioning (HVAC) units in designated City facilities. **Robert M. McKinnon, Division Head of Public Works**

BACKGROUND/HISTORY

In 2010 the City applied for an Energy Efficiency and Conservation Block Grant (EECBG) through the State Energy Conservation Office (SECO) for replacement of numerous HVAC units throughout the city. In June of 2010 the city received the grant in the amount of \$86,365.00. The City contracted with Langford Community Management Services to administer the grant in the amount of \$6,045.00. Thus \$80,320.00 remains for HVAC replacements. All HVAC units within the City were evaluated and placed on a rating summary sheet.

During the evaluation process, staff was informed of the possibility of another grant which could be awarded and work together with the EECBG. The grant is provided through Oncor's City Matching Grant Program and is called "Take A Load Off, Texas". Thus, staff contacted Oncor and found that by grouping needed HVAC units together, and that met program requirements, into projects we could qualify for rebates under "Take A Load Off, Texas". Therefore, staff grouped 16 needed HVAC units that met requirements into two projects for bidding.

FINDINGS/CURRENT ACTIVITY

Langford Community Management Services prepared specifications for replacement of 16 HVAC units throughout the City. Four bids were received and were opened February 23, 2011 with Bell Air Conditioning, Inc, Belton, Texas submitting the lowest qualified bid of \$94,550.00. A copy of the bid tabulation is attached. Staff contacted Oncor "Take A Load Off, Texas" and found that the City is eligible to receive \$42,653.00 in rebates from the program.

ACTION OPTIONS/RECOMMENDATION

City staff recommends the City Manager be authorized to execute a contract with Bell Air Conditioning, Inc., Belton, Texas to upgrade and install 16 energy efficient Heating Ventilating & Air Conditioning (HVAC) units in designated City facilities.

Fiscal Impact

Funds available Y/N?: n

FINANCIAL IMPACT:

Even though the recommended bid is above the EECBG grant amount, funds from the Oncor "Take A Load Off, Texas" can be used to fund the overage. Both the EECBG grant and the Take A Load Off, Texas program are fully reimbursable. If the agenda item is approved there will be no negative financial impact.

Attachments

Link: [EECBG Spreadsheet](#)

2011-07-57 EECBG Energy Efficiency Improvements - SECO GRANT

BUILDING/LOC	UNIT DESCRIPTION	QTY	<i>Bell Air Cond</i>	<i>Fox Services</i>	<i>Miller's Srvc's</i>	<i>DMI Corp</i>	<i>Johnson Contrls</i>
Library – 501 S. Main Street	10 ton split system 3 phase 11 EER or better efficiency rating	1	\$8,672.00	\$8,235.23	\$11,008.00	\$14,398.00	\$20,404.00
Fire Station – 415 S. Main Street	5 ton 2 speed gas heat split system with a 16 SEER or 13 EER or better	1	\$5,940.00	\$6,438.45	\$6,595.50	\$12,235.00	\$14,637.00
City Hall – 507 S. Main Street	5 ton 2 speed heat pump split systems with 12.2 EER or better efficiency	3	\$18,040.00	\$22,436.98	\$26,184.00	\$31,963.00	\$76,112.00
City Hall – 507 S. Main Street	5 ton 2 speed gas heat split system 16 SEER, 13 EER or better efficiency	1	\$5,981.00	\$6,691.03	\$6,655.50	\$11,488.00	\$17,264.00
City Hall – 507 S. Main Street	4 ton 2 speed heat pump split systems with 17.8 SEER or 12.8 EER or better	2	\$11,787.00	\$16,129.36	\$16,560.00	\$20,570.00	\$36,508.00
City Hall – 507 S. Main Street	ductless mini split heat pump unit 16.4 SEER or better efficiency rating	1	\$6,745.00	\$4,366.35	\$4,595.54	\$5,740.00	\$14,690.00
Civic Center – 1206 West Ave B	5 ton gas heat 2 speed split systems with 16 SEER or 13 EER or better efficiency rating. (And repair existing vent to mechanical code)	6	\$32,051.00	\$38,820.12	\$39,633.00	\$66,618.00	\$267,215.00
Civic Center – 1206 West Ave B	2.5 ton heat pump split system 16.2 SEER, 13.7 EER or better efficiency rating.	1	\$5,334.00	\$6,474.33	\$6,810.00	\$8,936.00	\$14,578.00
			\$94,550.00	\$109,591.85	\$118,041.54	\$171,948.00	\$461,408.00

Date: 04/19/2011

Contact: Kelli Sames, Division Head of Human Resources,
Human Resources

Information

SUBJECT

Consideration and action on an ordinance adopting a new Personnel Policy No. 134, Payroll Direct Deposit. *Kelli Sames, Human Resources Division Head*

BACKGROUND/HISTORY

The City of Copperas Cove currently does not have a formal policy regarding payroll direct deposit. Proposed changes to the City's Personnel Policy and Procedures Manual require City Council approval. Proposed Personnel Policy No. 134, Payroll Direct Deposit is attached for City Council review and consideration.

FINDINGS/CURRENT ACTIVITY

Direct deposit offers a cost-effective way of ensuring that all City of Copperas Cove employees are paid in a timely manner. Direct deposit is the electronic funds transfer (EFT) of biweekly payroll. With direct deposit, employee's payroll will be deposited into an account, at the financial institution of the employee's choice.

The proposed policy establishes that the City will require all employees to have direct deposit. Employees currently enjoying direct deposit are not required to complete any paperwork to continue the direct deposit. All new employees, employees currently receiving checks, and future changes to existing direct deposits will be required to abide by the policy, effective payday, May 27, 2011.

By implementing mandatory direct deposit, the City is taking a step towards increased cost savings as employees will have the opportunity to have pay stubs emailed directly and securely to a personal e-mail account, via the City's payroll software system, thus eliminating the paper copy.

As of the March 4, 2011 pay date, 25 employees do not have direct deposit.

ACTION OPTIONS/RECOMMENDATION

City staff recommends approval of Ordinance No. 2011-19, adopting a new Personnel Policy No. 134, Payroll Direct Deposit.

Fiscal Impact

FINANCIAL IMPACT:

Implementing mandatory direct deposit has a positive impact on City operational efficiency and supports becoming a sustainable City. The City will purchase less check paper, direct deposit paper, envelopes, and there will be a reduction of staff time in assembling paychecks. The annual estimated cost for the FY for the items listed above is estimated at \$675.00.

Attachments

Link: [Policy No 134 Ordinance](#)

Link: [Policy 134 Payroll Direct Deposit](#)

ORDINANCE NO. 2011-19

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
COPPERAS COVE, TEXAS, ADOPTING EMPLOYEE
PERSONNEL POLICY NO. 134, PAYROLL DIRECT
DEPOSIT AND DECLARING AN EFFECTIVE DATE.**

WHEREAS, City Staff desires to improve Personnel Policies and Procedures for City Employees;

WHEREAS, The City of Copperas Cove Council recognizes the need to establish a flexible and responsive personnel system; and

WHEREAS, The personnel policies and procedures manual establishes a personnel system and process for administrative purposes.

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

Section 1.

That the Personnel Policies and Procedures Manual dated September 1, 2006, hereinafter set forth and included with this Ordinance as Exhibit "A" is hereby amended by adopting a new personnel policy, No. 134, (Payroll Direct Deposit);

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

That this ordinance shall be effective April 19, 2011.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF COPPERAS COVE. TEXAS, this 19th day of April 2011, such meeting held in compliance with the Open Meeting Act (Texas Government Code, Chapter 551.001 et.seq.), at which a quorum was present and voting.

John Hull, Mayor

ATTEST:

Jane Lees, City Secretary

APPROVED AS TO FORM:

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

PAYROLL DIRECT DEPOSIT
Policy #134

April 2011

Direct deposit offers a cost-effective way of ensuring that all City of Copperas Cove employees are paid in a timely manner. All employees are required to have direct deposit.

Direct Deposit

Direct Deposit is a valuable benefit that allows City employees to have their paychecks electronically deposited into a checking or savings account at any bank, credit union or savings and loan.

The benefits of using direct deposit are:

- There are no checks to be lost or stolen.
- Employees get paid on time.
- Employees unable to have a bank account will automatically be approved for a savings account with the City's depository bank.
- There are no check cashing fees or standing in long lines at the bank.
- Employees have access to their payroll funds immediately.
- Employees can have multiple deposit accounts per payroll.

Employees currently enjoying direct deposit do not need to change anything. All new employees, employees currently receiving checks and future changes to existing direct deposits will abide by this policy, effective payday, May 27, 2011.

What is Direct Deposit

Direct deposit is the electronic funds transfer (EFT) of your biweekly payroll; otherwise known as ACH (Automated Clearing House) payment, into your checking or savings account at the financial institution (bank, credit union, or savings and loan) of your choice. The ACH system is a closed, private network that is not accessible to the general public and is not part of the Internet. It is an extremely safe network that has been in existence for over 30 years and is used by thousands of organizations for direct deposit of payroll, reimbursements and by the Federal Government for Social Security payments and tax refunds.

How Direct Deposit Works

After timesheet hours are entered and calculations are completed, final payroll numbers become available and the ACH file for direct deposit is created. The City is required to send the ACH file to the City's depository bank one business day prior to the scheduled payroll date.

From the City's depository bank the file is then sent to each employee's individual bank account. Employees are encouraged to sign up for an electronic copy, to be sent to their e-mail account, of their direct deposit(s) confirming the date, deductions and net pay amount. This is a password protected option that will eliminate the need for a paper copy;

PAYROLL DIRECT DEPOSIT
Policy #134

April 2011

however, the City will provide each employee a paper confirmation if requested. Employees can confirm the deposit by calling the financial institution or go online.

Authorization Form

A Payroll Direct Deposit Authorization form is available in the Finance or Human Resources Department and will be used for all future additions and changes.

Direct Deposit Account Information

Employees may have multiple direct deposit accounts.

Authorization for Recovery of Funds Deposited in Error

By signing the direct deposit authorization form, the employee authorizes the City to automatically deduct any overpayment from the employee's next paycheck to recover deposits made in error or by mistake to which the employee was not entitled. This means of recovery shall not prevent the City from utilizing any other lawful means to retrieve salary payments to which the employee is not entitled.

Changes

Employees may add or delete a direct deposit by completing a new Payroll Direct Deposit Authorization Form. In the pay period the change is submitted, the employee will receive a paper check until the direct deposit to the new account takes place, normally the next scheduled pay period.

Cancellations

The agreement represented by the authorization form remains in effect until cancelled, in writing, by the employee.

If an employee cancels existing bank accounts or does not have a bank account, they will be required to maintain an account (savings or checking) at the City's depository bank.

Questions/Problems

Industry wide, problems with direct deposits (ACH payments) are rare. The Finance Department should be contacted immediately when questions arise.

Date: 04/19/2011

Contact: Mike Baker, Fire Chief/Emergency Management Coordinator

Information

SUBJECT

Consideration and action awarding the bid for fire equipment and the bid for rescue equipment and approving the purchase of said equipment for the Fire Department. **J. Mike Baker, Fire Chief**

BACKGROUND/HISTORY

The City Council approved the sale of 2010 tax notes to purchase fire and rescue equipment for the Fire Department. Council also approved the sale of 2010 tax notes to purchase a new fire engine and equipment for the Fire Department. Additionally, funds were approved in the 2010-2011 fiscal year operating budget for the Fire Department to purchase rescue equipment. The equipment being purchased includes among other items, fire hose, nozzles, rescue rope, fire axes, and hydraulic rescue tools. The request for bid allowed for the City to accept or reject any bid or part of a bid allowing the City to select the best value for the City.

FINDINGS/CURRENT ACTIVITY

The City Purchasing Officer published a request for bids and sent bid packets to interested vendors following state and local purchasing policies. The attached bid tabulation sheets show the list of equipment, bids and selected vendor based on the best value for the City.

ACTION OPTIONS/RECOMMENDATION

City staff recommends the City Council authorize the purchase of fire and rescue equipment by awarding a bid to Casco Industries at a total of \$57,509.60 and to Wilson Fire Equipment in the amount \$24,021.00 for fire equipment and \$18,754.00 for hydraulic rescue equipment, for a grand total of \$100,284.60.

Fiscal Impact

Funds available Y/N?: Y

FINANCIAL IMPACT:

Funds are available in 2010 Tax Notes and approved operating budget for the fire department. At the original quantities listed in the bid requests the total for the purchase would be \$97,882.80, a change in some quantities was made which will increase the total purchase by 2.45% to a total of \$100,284.60. The amount of the increase is within the total amount of funds available for this project.

Attachments

Link: [Bid Tabulation Fire Equipment](#)

Link: [Fire Equip Proposed Order Quantities](#)

Link: [Bid Tabulation Hydraulic](#)

Link: [Proposed Hydraulic Order Quantities](#)

Qty	Description	Firefighter Tool Supply	Metro Fire	Casco Industries Bid	Wilson Fire/NAFECO
		Total Price	Total Price	Total Price	Total Price
12 ea.	Five inch (5") supply hose, one hundred foot (100') sections with 5" Storz fittings on each end// FireQuip Hydroflow 5" 100' with 5" Storz	Kocheck- \$7847.28 & KJP507-1- \$11,635.20	\$6,660.00	\$6,216.00	\$6,588.00
16 ea.	Two and one-half inch (2 1/2") hose, fifty foot section, Yellow color// National Hose, N-Dura, Yellow, One female connector with NST, One male connector with NST with 1.5" Threads	\$3,024.00	\$2,880.00	\$2,691.68	\$2,320.00
6 ea.	One and three-quarter inch (1 3/4") hose, fifty foot section, Orange color// National Hose, N-Dura, Orange, One female connector with NST, One male connector with NST with 1.5" Threads	\$720.00	\$816.00	\$712.92	\$654.00

6 ea.	One and three-quarter inch (1 ¾") hose, fifty foot section, Yellow color// National Hose, N-Dura, Yellow, One female connector with NST, One male connector with NST with 1.5" Threads	\$720.00	\$816.00	\$712.92	\$654.00
12 ea.	One and three-quarter inch (1 ¾") hose, fifty foot section, Blue color// National Hose, N-Dura, Blue, One female connector with NST, One male connector with NST with 1.5" Threads	\$1,440.00	\$1,632.00	\$1,425.87	\$1,308.00
10 ea.	One and three-quarter inch (1 ¾") hose, ten foot (10') section, Red color// National Hose, N-Dura, Red, One female connector with NST, One male connector with NST with 1.5" Threads	\$1,200.00	\$1,080.00	\$430.50	\$1,090.00
8 ea.	Two and one-half inch (2 ½") Automatic Fog Nozzle, pistol grip, gated valve, GPM 95-300. Task Force Tips Play pipe H-2VPGI	\$4,446.00	\$6,992.00	\$6,990.00	No Bid

6 ea.	Two and one-half inch (2 ½") playpipe with gated valve with three stacked tips. Task Force Tips Play pipe H-2VPP and Task Force Tips FS-3 Stack	\$1,353.30	\$4,752.00	\$4,747.50	No Bid
14 ea	Two and one-half inch (2 ½") mounting plate// Red Head Style NM	\$247.10	No Bid	\$791.70	\$805.00
2 ea.	1.5" CAFS Automatic Nozzle/Dual Pressure 75/45 PSI// Task Force Tips HMDC-TO	\$1,042.60	\$1,276.00	\$1,275.00	No Bid
2 ea.	1.5" CAFS Solid Stream Nozzle with Shutoff and Pistol Grip, Changeable Smoothbore Tips// Task Force Tips H-VITG	\$474.00	\$750.00	\$750.00	No Bid
5 ea.	One and one-half inch (1 ½") automatic nozzle with gated valve, Colored Bail Handles, Yellow, Orange, Blue, Green// Task Force Tips HM-VPGI	\$2,605.50	\$3,975.00	\$3,975.00	No Bid
1 ea.	Foam Aspirator attachment for One and one-half inch (1 ½") nozzle// Task Force Tips FJ-HMX	\$211.71	\$297.00	\$296.25	No Bid

2 ea.	Two and one-half inch (2 ½") female to One and one-half inch (1 ½") male gated wye// Red Head Style 272NL	\$420.00	No Bid	\$485.50	\$495.90
1 ea.	Two and one-half inch (2 ½") Double Male// Red Head Style 36	\$18.35	No Bid	\$22.33	\$21.95
1 ea.	Two and one-half inch (2 ½") Double Female// Red Head Style 35	\$32.73	No Bid	\$30.71	\$29.95
2 ea.	Two and one-half inch (2 ½") Female reduced to One and one-half inch (1 ½") male// Red Head Style 37	\$41.92	No Bid	\$54.28	\$52.50
1 ea.	One and one-half inch (1 ½") Double Male// Red Head Style 36	\$13.12	No Bid	\$20.00	\$19.75
1 ea.	One and one-half inch (1 ½") Double Female// Red Head Style 35	\$24.48	No Bid	\$27.86	\$26.95
5 ea.	Four and one-half inch (4 ½") Female to Five inch (5") Storz adapter// Red Head Style S-54	\$771.05	No Bid	\$896.40	\$787.50
1 ea.	Five inch (5") Storz to Three inch (3") NST Male adapter// Red Head Style S 36	\$123.86	No Bid	\$107.14	\$105.50
5 ea.	Leather Hose Jacket//	NO Bid	\$295.00	\$250.00	\$225.00
5 ea	Blitz Monitor Package// TFT Blitzfire Monitor Package	NO Bid	\$15,375.00	TFT - \$15,735 & Elkhart - \$11,316.65	No Bid

1 ea.	Thirty Six inch (36") Bolt Cutter// ZICO HIT-900-R 36"	\$199.95	No Bid	\$203.00	\$165.00
5 ea.	Mounting Device for Bolt Cutter, mount to wall	\$450.00	No Bid	\$317.05	\$300.00
2 ea.	Halligan or Hooligan Tool with Standard Claw// ZICO QUIC-BAR-30"	\$409.90	No Bid	\$290.00	\$330.00
5 ea.	Mounting Device for Hooligan Tool, mount to wall	\$392.75	No Bid	\$279.40	\$230.00
5 ea.	Six pound (6 lb.) Flat Head Axe with vehicle mounting brackets (Chrome) for Vertical mounting//Fiberglass or Composite Handle	\$519.50	No Bid	\$434.40	\$420.00
5 ea.	Six pound (6 lb.) Pick Head Axe with vehicle mounting brackets for vertical mounting to include pick safety cover//Fiberglass or Composite Handle	\$579.50	No Bid	\$492.90	\$510.00
1 ea.	Thirty inch (30") pry bar// Stanley FuBar Forcible Entry Tool	\$195.00	No Bid	No Bid	\$21.00
1 ea.	Mounting Device for Pry Bar, mount to wall	\$23.55	No Bid	No Bid	\$46.00
2 ea.	Five inch (5") Storz Spanners with two (2) each vehicle mounting bases// Red Head Style S-146-1 5"	\$174.94	No Bid	\$91.42	\$90.00
4 ea.	Five inch (5") Storz Spanners// Red Head SW-2	\$78.32	No Bid	\$31.44	\$54.00

2 ea	Spanner Wrenches// Red Head Style 101	\$25.44	No Bid	\$22.84	\$22.50
3 ea.	Adjustable Hydrant Wrench// Red Head Style 107	\$86.73	No Bid	\$77.13	\$75.75
4 ea.	Adjustable Hydrant Wrench, with two (2) spanner wrenches on a mounting plate// Red Head Style 148-3-7	\$384.56	No Bid	\$360.00	\$356.00
1 ea.	Five inch (5") hose clamp, screw shaft with latch gate, all metal. And vehicle mounting bracket or plate.// Hasbra	\$535.00	No Bid	\$333.68	\$337.00
2 ea.	Two person hose roller// Harrington HHR-2	\$308.70	No Bid	\$275.62	\$530.00
5 ea.	Hydrant Bag// Darley BK184	NO Bid	No Bid	\$126.55	\$320.00
2 ea.	Hydrant Gate Valve, Female and Male 2.5" NST// Darley BE097	\$422.50	No Bid	\$452.00	\$702.00
20 ea.	Helmet Holder, Chrome, Helmets with Ratchet Mechanism// Zico UHH-2-C	NO Bid	No Bid	\$1,720.00	\$1,700.00
5 ea.	Plastic Step Chocks Kit// Turtle Plastics Quick Response Starter Kit	\$2,110.50	No Bid	\$1,937.40	\$1,995.00

2 ea.	Rechargeable Flashlights with vehicle mounted charging base// Streamlight Lite Box with vehicle charging base, one spotlight and one floodlight	NO Bid	No Bid	\$215.08	\$228.00
2 ea.	Rechargeable Flashlights with vehicle mounted charging base// Streamlight Survivor with vehicle charging base	NO Bid	No Bid	\$208.00	\$190.00
1 ea.	Chainsaw with Carbide Chain, 16" Bar and depth guage// Tempest Ventmaster Heavy Duty Fire Rescue Saw	\$1,895.00	No Bid	\$1,505.00	\$1,630.00
5ea	Vehicle Mounting Bracket for Chainsaw	\$768.00	No Bid	\$497.25	\$505.00
3 ea	Rotary Saw with Rescue Blade// Partner K950 14" Rotary Rescue Saw, Fire Tiger Tooth Blade 14"	Tempest 375K-\$4920 & Tempest 397K-\$5520.00	No Bid	\$9,432.00	\$4,575.00
5 ea.	Vehicle Mounting Bracket for Rotary Saw	\$768.00	No Bid	\$497.25	\$195.00
4 ea	Piercing Nozzle, 3' length, straight with striking surface, 1.5" connection with ball valve shutoff// Darley AF239	\$3,430.40	No Bid	\$2,292.64	\$3,676.00

5 ea	Piercing Nozzle Mounting Brackets for Horizontal mounting of the nozzle on a vertical surface	\$117.75	No Bid	No Bid	\$340.00
25 ea	Collapsible Lighted Cones, 30" height, carry bag, replaceable batteries// Darley BH144	\$3,938.75	No Bid	\$603.65	\$775.00
2 ea	Foam Pail Lid Wrench// Darley AF640	\$20.00	No Bid	\$19.82	\$26.00
3 ea.	Gated intake valve, Six inch (6") Female (pump side) to Five inch (5") Storz (Hydrant Side)// Akron Black Max	\$3,147.90	No Bid	\$3,876.00	\$3,396.00
1 ea.	Thermal Imaging Camera with vehicle Mounted Charging Base// MSA Evolution 5200	Argus 4-320 - \$8095.00 & Argus 4-160 - \$6100	No Bid	\$8,312.00	\$7,900.00
1 ea.	Positive Pressure Ventilation fan, Gasoline Honda Motor, wheels and handle// Tempest, 18" blade	\$2,020.00	No Bid	\$1,766.00	\$1,865.00
1 ea	Four Gas Detector	NO Bid	No Bid	\$860.29	\$1,875.00
4 ea	20 ' x 1 in Tubular Webbing	NO Bid	No Bid	\$22.40	\$28.00
4 ea	150' x 1/2" Rescue Life Line	NO Bid	No Bid	\$560.00	\$560.00
4 ea	4' x 8mm Prusik Cord	NO Bid	No Bid	\$11.12	\$16.00
1 ea	Rescue Edge Pad, Large	NO Bid	No Bid	\$22.28	\$25.50

16 ea	Screw Lock Carabineer, Aluminum	NO Bid	No Bid	\$227.36	\$192.00
2 ea	X-Large Steel D Carabineer	NO Bid	No Bid	\$57.00	\$47.00
2 ea	Steel O-Ring	NO Bid	No Bid	\$17.26	\$17.90
3 ea.	2 - 1/4" Pulley	NO Bid	No Bid	\$131.61	\$195.00
2 ea.	Double 2" Pulley, 2 - 1/4" x 1/2"	NO Bid	No Bid	\$137.20	\$175.90
1 ea.	Rescue Rack, Break Bar	NO Bid	No Bid	\$85.35	\$91.00
2 ea.	Rescue 8's	NO Bid	No Bid	\$75.36	\$79.90
2 ea	Gibbs Ascender, 1/2" Aluminum	NO Bid	No Bid	\$97.98	\$92.00
1 ea	Anchor Plate/Bear Claw	NO Bid	No Bid	\$37.93	\$36.95
1 ea	Anchor Strap Size L	NO Bid	No Bid	No Bid	\$27.85
1 ea	Anchor Strap Size XL	NO Bid	No Bid	\$34.19	\$29.85
2 ea	Type III Fire-Rescue Harness, Size L/XL	NO Bid	No Bid	\$611.56	\$470.00
2 ea	Rescue Helmets	NO Bid	No Bid	\$232.00	\$214.00
2 ea	Stokes Basket	NO Bid	No Bid	\$1,407.50	\$650.00

Qty of Original Bid	Description	Casco Industries Bid	Wilson Fire/NAF ECO	Proposed Quantity to Order	Unit Price	Casco	Wilson
		Total Price	Total Price			Order Total	Order Total
12 ea.	Five inch (5") supply hose, one hundred foot (100') sections with 5" Storz fittings on each end// FireQuip Hydroflow 5" 100' with 5" Storz	\$6,216.00	\$6,588.00	12	\$518.00	\$6,216.00	
16 ea.	Two and one-half inch (2 1/2") hose, fifty foot section, Yellow color// National Hose, N-Dura, Yellow, One female connector with NST, One male connector with NST with 1.5" Threads	\$2,691.68	\$2,320.00	16	\$145.00		\$2,320.00
6 ea.	One and three-quarter inch (1 3/4") hose, fifty foot section, Orange color// National Hose, N-Dura, Orange, One female connector with NST, One male connector with NST with 1.5" Threads	\$712.92	\$654.00	6	\$109.00		\$654.00
6 ea.	One and three-quarter inch (1 3/4") hose, fifty foot section, Yellow color// National Hose, N-Dura, Yellow, One female connector with NST, One male connector with NST with 1.5" Threads	\$712.92	\$654.00	6	\$109.00		\$654.00
12 ea.	One and three-quarter inch (1 3/4") hose, fifty foot section, Blue color// National Hose, N-Dura, Blue, One female connector with NST, One male connector with NST with 1.5" Threads	\$1,425.87	\$1,308.00	12	\$109.00		\$1,308.00

10 ea.	One and three-quarter inch (1 ¾") hose, ten foot (10') section, Red color// National Hose, N-Dura, Red, One female connector with NST, One male connector with NST with 1.5" Threads	\$430.50	\$1,090.00	10	\$43.05	\$430.50	
8 ea.	Two and one-half inch (2 ½") Automatic Fog Nozzle, pistol grip, gated valve, GPM 95-300. Task Force Tips Play pipe H-2VPGI	\$6,990.00	No Bid	3	\$873.75	\$2,621.25	
6 ea.	Two and one-half inch (2 ½") playpipe with gated valve with three stacked tips. Task Force Tips Play pipe H-2VPP and Task Force Tips FS-3 Stack	\$4,747.50	No Bid	6	\$791.25	\$4,747.50	
14 ea	Two and one-half inch (2 ½") mounting plate// Red Head Style NM	\$791.70	\$805.00	14	\$56.55	\$791.70	
2 ea.	1.5" CAFS Automatic Nozzle/Dual Pressure 75/45 PSI// Task Force Tips HMDC-TO	\$1,275.00	No Bid	2	\$637.50	\$1,275.00	
2 ea.	1.5" CAFS Solid Stream Nozzle with Shutoff and Pistol Grip, Changeable Smoothbore Tips// Task Force Tips H-VITG	\$750.00	No Bid	2	\$375.00	\$750.00	
5 ea.	One and one-half inch (1 ½") automatic nozzle with gated valve, Colored Bail Handles, Yellow, Orange, Blue, Green// Task Force Tips HM-VPGI	\$3,975.00	No Bid	5	\$795.00	\$3,975.00	
1 ea.	Foam Aspirator attachment for One and one-half inch (1 ½") nozzle// Task Force Tips FJ-HMX	\$296.25	No Bid	1	\$296.25	\$296.25	

2 ea.	Two and one-half inch (2 1/2") female to One and one-half inch (1 1/2") male gated wye// Red Head Style 272NL	\$485.50	\$495.90	2	\$242.75	\$485.50	
1 ea.	Two and one-half inch (2 1/2") Double Male// Red Head Style 36	\$22.33	\$21.95	1	\$21.95		\$21.95
1 ea.	Two and one-half inch (2 1/2") Double Female// Red Head Style 35	\$30.71	\$29.95	1	\$29.95		\$29.95
2 ea.	Two and one-half inch (2 1/2") Female reduced to One and one-half inch (1 1/2") male// Red Head Style 37	\$54.28	\$52.50	2	\$26.25		\$52.50
1 ea.	One and one-half inch (1 1/2") Double Male// Red Head Style 36	\$20.00	\$19.75	1	\$19.75		\$19.75
1 ea.	One and one-half inch (1 1/2") Double Female// Red Head Style 35	\$27.86	\$26.95	1	\$26.95		\$26.95
5 ea.	Four and one-half inch (4 1/2") Female to Five inch (5") Storz adapter// Red Head Style S-54	\$896.40	\$787.50	5	\$157.50		\$787.50
1 ea.	Five inch (5") Storz to Three inch (3") NST Male adapter// Red Head Style S 36	\$107.14	\$105.50	0	\$0.00	\$0.00	\$0.00
5 ea.	Leather Hose Jacket//	\$250.00	\$225.00	5	\$45.00		\$225.00
5 ea	Blitz Monitor Package// TFT Blitzfire Monitor Package	TFT - \$15,735 & Elkhart - \$11,316.65	No Bid	5	\$2,263.33	\$11,316.65	
1 ea.	Thirty Six inch (36") Bolt Cutter// ZICO HIT-900-R 36"	\$203.00	\$165.00	1	\$165.00		\$165.00
5 ea.	Mounting Device for Bolt Cutter, mount to wall	\$317.05	\$300.00	5	\$60.00		\$300.00
2 ea.	Halligan or Hooligan Tool with Standard Claw// ZICO QUIC-BAR-30"	\$290.00	\$330.00	2	\$145.00	\$290.00	
5 ea.	Mounting Device for Hooligan Tool, mount to wall	\$279.40	\$230.00	5	\$55.88	\$279.40	

5 ea.	Six pound (6 lb.) Flat Head Axe with vehicle mounting brackets (Chrome) for Vertical mounting//Fiberglass or Composite Handle	\$434.40	\$420.00	5	\$86.88	\$434.40	
5 ea.	Six pound (6 lb.) Pick Head Axe with vehicle mounting brackets for vertical mounting to include pick safety cover//Fiberglass or Composite Handle	\$492.90	\$510.00	5	\$98.58	\$492.90	
1 ea.	Thirty inch (30") pry bar// Stanley FuBar Forcible Entry Tool	No Bid	\$21.00	0	\$0.00	\$0.00	\$0.00
1 ea.	Mounting Device for Pry Bar, mount to wall	No Bid	\$46.00	1	\$46.00		\$46.00
2 ea.	Five inch (5") Storz Spanners with two (2) each vehicle mounting bases// Red Head Style S-146-1 5"	\$91.42	\$90.00	2	\$45.71	\$91.42	
4 ea.	Five inch (5") Storz Spanners// Red Head SW-2	\$31.44	\$54.00	4	\$7.86	\$31.44	
2 ea	Spanner Wrenches// Red Head Style 101	\$22.84	\$22.50	2	\$11.42	\$22.84	
3 ea.	Adjustable Hydrant Wrench// Red Head Style 107	\$77.13	\$75.75	3	\$25.71	\$77.13	
4 ea.	Adjustable Hydrant Wrench, with two (2) spanner wrenches on a mounting plate// Red Head Style 148-3-7	\$360.00	\$356.00	4	\$90.00	\$360.00	
1 ea.	Five inch (5") hose clamp, screw shaft with latch gate, all metal. And vehicle mounting bracket or plate.// Hasbra	\$333.68	\$337.00	1	\$337.00		\$337.00
2 ea.	Two person hose roller// Harrington HHR-2	\$275.62	\$530.00	2	\$137.81	\$275.62	
5 ea.	Hydrant Bag// Darley BK184	\$126.55	\$320.00	5	\$25.31	\$126.55	
2 ea.	Hydrant Gate Valve, Female and Male 2.5" NST// Darley BE097	\$452.00	\$702.00	2	\$226.25	\$452.50	

20 ea.	Helmet Holder, Chrome, Helmets with Ratchet Mechanism// Zico UHH-2-C	\$1,720.00	\$1,700.00	20	\$85.00		\$1,700.00
5 ea.	Plastic Step Chocks Kit// Turtle Plastics Quick Response Starter Kit	\$1,937.40	\$1,995.00	5	\$387.48	\$1,937.40	
2 ea.	Rechargeable Flashlights with vehicle mounted charging base// Streamlight Lite Box with vehicle charging base, one spotlight and one	\$215.08	\$228.00	2	\$114.00		\$228.00
2 ea.	Rechargeable Flashlights with vehicle mounted charging base// Streamlight Survivor with vehicle charging base	\$208.00	\$190.00	2	\$95.00		\$190.00
1 ea.	Chainsaw with Carbide Chain, 16" Bar and depth guage// Tempest Ventmaster Heavy Duty Fire Rescue Saw	\$1,505.00	\$1,630.00	1	\$1,505.00	\$1,505.00	
5ea	Vehicle Mounting Bracket for Chainsaw	\$497.25	\$505.00	5	\$99.45	\$497.25	
3 ea	Rotary Saw with Rescue Blade// Partner K950 14" Rotary Rescue Saw, Fire Tiger Tooth Blade 14"	\$9,432.00	\$4,575.00	3	\$1,525.00		\$4,575.00
5 ea.	Vehicle Mounting Bracket for Rotary Saw	\$497.25	\$195.00	5	\$39.00		\$195.00
4 ea	Piercing Nozzle, 3' length, straight with striking surface, 1.5" connection with ball valve shutoff// Darley AF239	\$2,292.64	\$3,676.00	4	\$537.16	\$2,292.64	
5 ea	Piercing Nozzle Mounting Brackets for Horizontal mounting of the nozzle on a vertical surface	No Bid	\$340.00	5	\$68.00		\$340.00

25 ea	Collapsible Lighted Cones, 30" height, carry bag, replaceable batteries// Darley BH144	\$603.65	\$775.00	25	\$24.14	\$603.65	
2 ea	Foam Pail Lid Wrench// Darley AF640	\$19.82	\$26.00	2	\$9.91	\$19.82	
3 ea.	Gated intake valve, Six inch (6") Female (pump side) to Five inch (5") Storz (Hydrant Side)// Akron Black Max	\$3,876.00	\$3,396.00	3	\$1,292.00	\$3,876.00	
1 ea.	Thermal Imaging Camera with vehicle Mounted Charging Base// MSA Evolution 5200	\$8,312.00	\$7,900.00	1	\$8,312.00	\$8,312.00	
1 ea.	Positive Pressure Ventilation fan, Gasoline Honda Motor, wheels and handle// Tempest, 18" blade	\$1,766.00	\$1,865.00	1	\$1,766.00	\$1,766.00	
1 ea	Four Gas Detector	\$860.29	\$1,875.00	1	\$860.29	\$860.29	
4 ea	20 ' x 1 in Tubular Webbing	\$22.40	\$28.00	16	\$7.00		\$112.00
4 ea	150' x 1/2" Rescue Life Line	\$560.00	\$560.00	16	\$140.00		\$2,240.00
4 ea	4' x 8mm Prusik Cord	\$11.12	\$16.00	16	\$4.00		\$64.00
1 ea	Rescue Edge Pad, Large	\$22.28	\$25.50	4	\$25.50		\$102.00
16 ea	Screw Lock Carabineer, Aluminum	\$227.36	\$192.00	64	\$12.00		\$768.00
2 ea	X-Large Steel D Carabineer	\$57.00	\$47.00	8	\$23.50		\$188.00
2 ea	Steel O-Ring	\$17.26	\$17.90	8	\$8.95		\$71.60
3 ea.	2 - 1/4" Pulley	\$131.61	\$195.00	12	\$65.00		\$780.00
2 ea.	Double 2" Pulley, 2 - 1/4" x 1/2"	\$137.20	\$175.90	8	\$87.95		\$703.60
1 ea.	Rescue Rack, Break Bar	\$85.35	\$91.00	4	\$91.00		\$364.00
2 ea.	Rescue 8's	\$75.36	\$79.90	8	\$39.95		\$319.60
2 ea	Gibbs Ascender, 1/2" Aluminum	\$97.98	\$92.00	8	\$46.00		\$368.00
1 ea	Anchor Plate/Bear Claw	\$37.93	\$36.95	4	\$36.95		\$147.80
1 ea	Anchor Strap Size L	No Bid	\$27.85	4	\$27.85		\$111.40
1 ea	Anchor Strap Size XL	\$34.19	\$29.85	4	\$29.85		\$119.40
2 ea	Type III Fire-Rescue Harness, Size L/XL	\$611.56	\$470.00	8	\$235.00		\$1,880.00
2 ea	Rescue Helmets	\$232.00	\$214.00	8	\$107.00		\$856.00

2 ea	Stokes Basket	\$1,407.50	\$650.00	2	\$325.00		\$650.00
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\$57,509.60 **\$24,021.00**
 Total order Total order
 Casco Ind. Wilson Fire

Qty	Description	Firefighter Tool Supply	Casco Industries Bid	Wilson Fire	Wilson Fire Option Bid
		Total Price	Total Price	Total Price	Total Price
1 ea.	Hydraulic Rescue Tool Spreader design to handle high tensile strength steels// Hurst SP 310	\$5,491.00	\$4,857.00	\$5,020.00	\$9,400.00
1 ea.	Hydraulic Rescue Tool Cutter, design to handle high tensile strength steel// Hurst S700	\$5,236.00	\$3,886.00	\$3,934.00	\$8,900.00
3 ea.	Hydraulic Hoses with quick connect end fittings on both ends. 32' Length// Hurst	\$1,428.00	\$1,849.00	\$1,842.00	\$500.00
1 ea	Hydraulic Ram Tool, 50"// Hurst 422	\$3,714.00	\$4,921.00	\$2,938.00	\$6,650.00
1 ea	Hydraulic Power Unit with Honda Engine, capable of powering two tools simultaneously, quick connect fittings, high pressure design for use with high tensile strength steel// Hurst 640GH	\$6,332.00	\$5,365.00	\$5,020.00	No Bid

1 ea.	Three Days (up to 8 Hours per day) of Training on the use, care and maintenance of the Hydraulic Rescue tool set.	No Charge	\$1,500.00	No Charge	No Charge
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Qty	Description	Wilson Fire	Proposed Quantity to Order	Unit Price	Wilson Fire
		Total Price			Order Total
1 ea.	Hydraulic Rescue Tool Spreader design to handle high tensile strength steels// Hurst SP 310	\$5,020.00	1	\$5,020.00	\$5,020.00
1 ea.	Hydraulic Rescue Tool Cutter, design to handle high tensile strength steel// Hurst S700	\$3,934.00	1	\$3,934.00	\$3,934.00
3 ea.	Hydraulic Hoses with quick connect end fittings on both ends. 32' Length// Hurst	\$1,842.00	3	\$614.00	\$1,842.00
1 ea	Hydraulic Ram Tool, 50"// Hurst 422	\$2,938.00	1	\$2,938.00	\$2,938.00
1 ea	Hydraulic Power Unit with Honda Engine, capable of powering two tools simultaneously, quick connect fittings, high pressure design for use with high tensile strength steel// Hurst 640GH	\$5,020.00	1	\$5,020.00	\$5,020.00

1 ea.	Three Days (up to 8 Hours per day) of Training on the use, care and maintenance of the Hydraulic Rescue tool set.	No Charge	1		No Charge
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Total \$18,754.00

Date: 04/19/2011

Contact: James Trevino, Director of Public Works

Information

SUBJECT

Consideration and action on authorizing the City Manager to enter into a contract with Big Tex Paving for the 2011 Street Seal Coat Project. **James A. Trevino, Director of Public Works.**

BACKGROUND/HISTORY

Seal Coat is a preventative maintenance application consisting of a thin asphalt emulsion surface treatment covered with aggregate, used to seal the existing street surface and to increase skid resistance. Attachment 1 lists the selected streets totaling 62,007 square yards of surface area.

FINDINGS/CURRENT ACTIVITY

The project was advertised and notification was sent to six contractors. Two bids were received and opened on April 6, 2011. Please see the attached bid tabulation summary on Attachment 2. Big Tex Paving submitted the lowest qualified bid unit price at \$1.94 square yard, for a total bid of \$120,293.58.

ACTION OPTIONS/RECOMMENDATION

City staff recommends the City Council authorize the City Manager to enter into a contract with Big Tex Paving for the 2011 Street Seal Coat Project.

Fiscal Impact

Funds available Y/N?: y

FINANCIAL IMPACT:

Award of this contract will cost \$120,293.58. Funding was included in the Street Department's 2010 -11 annual operating budget.

Attachments

Link: [Seal Coat List](#)

Link: [Seal Coat Bid](#)

2011 Street Seal Coat List

Street	From	To	Length	Width	Sq. Yds.
Atkinson	S. FM116	South End	2939	32	10,450
Cottonwood	Pack	Cummings	922	27	2,766
Courtney	FM 1113	601 Courtney	1106	37	4,547
K - Starr	Freedom	Sabrina	583	24	1,555
Little	Hwy 190	Morris	662	27	1,986
Margaret Lee	Robertson	Rodney	901	32	3,204
Mickan	Hwy 190	Morris	620	27	1,860
Morris	Hwy 190	Little	869	27	2,607
N. 7th	FM 1113	Hill	1274	37	5,238
N.7th	FM 1113	RR Tracks	436	41	1,986
Ogletree Pass	Freedom Lane	Curve	2347	24	6,259
Pack	Williams	Sycamore	1158	27	3,474
Patterson	Atkinson	Atkinson	1781	27	5,343
Williams	MLK	Robertson	2419	38	10,214
Radius tie in					520
					62,007

2011-12-53 2011 STREET SEAL COAT PROJECT

VENDOR	DESCRIPTION	QTY	Unit Price	TOTAL BASE BID
BIG TEX PAVING JOHNSON CITY, TX	SEAL COAT	62,007 SY	\$1.94	\$120,293.58
BLACK TOPPER TECH BLANCO TX	SEAL COAT	62,007 SY	\$2.24	\$138,895.68

Date: 04/19/2011

Contact: James Trevino, Director of Public Works

Information

SUBJECT

Consideration and action on authorizing the City Manager to enter into a contract with APAC – Texas for the 2011 Street Hot Mix Asphalt Concrete (HMAC) Overlay Project. **James A. Trevino, Director of Public Works**

BACKGROUND/HISTORY

HMAC is a preventative maintenance application consisting of a single layer of one inch thick hot mix asphalt, applied to the existing street surface, to level and improve ride quality. Attachment 1 lists the selected streets totaling 23,528 square yards of surface area.

FINDINGS/CURRENT ACTIVITY

The project was advertised and notification was sent to four contractors. Two bids were received and opened on April 6, 2011. Please see the attached bid tabulation summary on Attachment 2. APAC-Texas submitted the lowest qualified bid unit price at \$4.40 square yard, for a total bid of \$103,523.20.

Due to the lower than expected bid price, additional funds are available in the overlay account. The additional funds will be used to issue a change order to the contract. The planned change order is to add a section of Veterans Avenue to the list, which has received recent citizen comments.

ACTION OPTIONS/RECOMMENDATION

City staff recommends the City Council authorize the City Manager to enter into a contract with APAC - Texas for the 2011 Street HMAC Overlay Project.

Fiscal Impact

Funds available Y/N?: y

FINANCIAL IMPACT:

Award of this contract will cost \$103,525.20. Funding was included in the Street Department's 2010 -11 annual operating budget.

Attachments

Link: [HMAC Overlay List](#)

Link: [Bid HMAC](#)

2011 Street HMAC Overlay List

STREET	FROM	TO	WIDTH	Length	Sq. Yds
E. Ave E	S. 2nd	S. 4th	42	554	2,585
E. Ave E	S. 4th	S. 6th	52	367	2,120
E. Ave F	S. Main	E. End	36 - 46	395	1,852
S. 4th	E. Ave E	E. Ave D	34	288	1,088
MLK	Gibson	Constitution	27 - 32	946	3,282
N. 5th	W. Ave C	W. Ave B	27	291	873
S. 2nd	E. Ave F	E. Ave E	33	296	1,085
S. 6th	E. Ave E	E. Ave D	18	316	632
Sunny	E. End	Ridge	27	451	1,353
Sunny	Ridge	Nauert	27	279	837
Sunny	Nauert	Oak	27	283	849
Sunset	Georgetown	Casa	27	1809	5,427
E. End Ave F	Parking Lot	Parking Lot	59	144	944
Radius tie in					600
					23,528

2011-13-53 2011 HMAC OVERLAY PROJECT

VENDOR	DESCRIPTION	QTY	Unit Price	TOTAL BASE BID
APAC-TEXAS Wheeler Companies Belton TX	HMAC OVERLAY	23,528 SY	\$4.40	\$103,523.20
RAMMING Paving Company Austin TX	HMAC OVERLAY	23,528 SY	\$4.48	\$105,405.44

Date: 04/19/2011

Contact: Andrea Gardner, City Manager

Information

SUBJECT

Consideration and action on approving a resolution accepting a dedication of a fifteen foot permanent water and wastewater easement and a fifteen foot temporary construction easement by Benny M. Boyd and Benny C. Boyd for the completion of the Northeast Sewer Line project and authorizing the City Manager to execute said easement documents to include the disbursement of agreed funds to Mr. Benny M. Boyd and Mr. Benny C. Boyd in consideration for the easements. **Andrea M. Gardner, City Manager**

BACKGROUND/HISTORY

The project consists of the installation of a 24-inch gravity sewer line from the Northeast Wastewater Treatment facility to BNSF railway and 12-inch force main from BNSF railway to the new a lift station to be located in place of the existing lift station (next to Arby's restaurant). The project is planned to enhance the development of the Copperas Cove Business Park and to further improve the general welfare, health and public safety of the citizens of Copperas Cove.

In November 2008, the voters of Copperas Cove approved a bond proposition authorizing the issuance of debt for the water and sewer infrastructure needs on the east end of the City. In October 2010, the City Council adopted a Five-Year Capital Improvements Plan which included the Northeast Sewer Line proejct.

FINDINGS/CURRENT ACTIVITY

On June 15, 2010, the City Manager was authorized to provide a written offer to Mr. Benny Boyd for a permanent water/wastewater easement and a temporary construction easement that is necessary for project completion. Thus, on June 30, 2010, an offer letter was provided by certified mail/return receipt requested to Mr. Benny Boyd.

After months of negotiations and project changes, City staff, the consultant engineer and Mr. Benny Boyd reached an agreement for the requested easements.

ACTION OPTIONS/RECOMMENDATION

City staff recommends the City Council approve Resolution No. 2011-12, accepting the dedication of a fifteen foot permanent water and wastewater easement and a fifteen foot temporary construction easement by Mr. Benny M. Boyd and Mr. Benny C. Boyd for the completion of the Northeast Sewer Line project and authorize the City Manager to execute the easement documents including the disbursement of agreed funds in exchange for the necessary easements.

Fiscal Impact

Funds available Y/N?: Y

FINANCIAL IMPACT:

The easements total .26 acres at an agreed price of \$7.05/sq ft. for a total cost of \$80,148.07. The funds are available under Phase II of the Northeast Sewer Line project in Fund 86.

Attachments

Link: [Offer Letter - Boyd](#)

Link: [Boyd Easement Resolution](#)

Link: [Boyd Easement Map](#)

Link: [Boyd Exhibit B](#)

Link: [Easement Document](#)

Link: [Easement Map Total Project](#)



March 4, 2011

Ms. Andrea Gardner, City Manager
City of Copperas Cove
P. O. Drawer 1449
Copperas Cove, Texas 76522

Re: Eastside Wastewater Improvements
Revised Easement (Boyd)

Dear Ms. Gardner,

After our negotiation with Mr. Boyd, we have revised our easement survey, for his property, to reflect the planned alignment revision. The revised acreage for the permanent easement is 0.26 acres or 11,368.52 sq ft. The agreed price for permanent and temporary construction access easement is \$7.05/sq ft. This equates to a price of \$80,148.07.

Charles Zech and Jameene Banks, City Attorney's with Denton, Navarro, Rocha and Bernal, P.C., will be preparing final easement documents to accompany filed notes for execution by Mr. Boyd and the City. I understand we need to take this back to council, one more time, to authorize payment and for final easement approval.

Please let me know if you need any additional information.

Sincerely,

Patrick Lackey, P.E.
Principal

Enclosures

cc: Bob McKinnon, Director of Public Works - City of Copperas Cove
Wesley Wright, P.E., City Engineer - City of Copperas Cove
Charles Zech, City Attorney - Denton, Navarro, Rocha and Bernal, P.C.
Jameene Banks, City Attorney - Denton, Navarro, Rocha and Bernal, P.C.

RESOLUTION NO. 2011-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, ACCEPTING A DEDICATION OF A 15' PERMANENT WATER AND WASTEWATER EASEMENT AND 15' TEMPORARY CONSTRUCTION EASEMENT BY BENNY M. BOYD AND BENNY C. BOYD FOR THE COMPLETION OF THE NORTHEAST SEWER LINE (EASTSIDE INFRASTRUCTURE) PROJECT ("THE PROJECT").

WHEREAS, the City Council of the City of Copperas Cove previously resolved that a public necessity exists for the implementation and completion of the Northeast Sewer Line (Eastside Infrastructure) Project to enhance the development of the Copperas Cove Business Park and to further improve the general welfare, health and public safety of the Citizens of the City of Copperas Cove, Texas and the general public at large; and

WHEREAS, the City Council has previously resolved and authorized the City to acquire all necessary property rights for the project including by taking appropriate measures to acquire necessary property through eminent domain; and

WHEREAS, through diligent efforts to avoid costs and other expenditure of resources to acquire certain property rights through eminent domain, the City has been able approach various property owners to negotiate the direct purchase of certain property in order to further the development of The Project; and

WHEREAS, Benny M. Boyd and Benny C. Boyd have offered to dedicate a permanent water and wastewater easement to the City for the construction, development and maintenance of the sewer line, a portion of which is to be constructed on and under Benny M. Boyd and Benny C. Boyd's property; and

WHEREAS, Benny M. Boyd and Benny C. Boyd have also offered to permit the City to access and additional portion of its property through the granting of a 15' Temporary Construction Easement adjacent to the permanent utility easement to be used throughout the duration of the construction phase of The Project; and

WHEREAS, Benny M. Boyd and Benny C. Boyd have agreed to dedicate both the permanent and temporary easements for the amount of eighty thousand one hundred forty eight dollars and seven cents (\$80,148.07); and,

WHEREAS, without the offer of Benny M. Boyd and Benny C. Boyd to dedicate and convey these easements to the City of Copperas Cove for this necessary public works project, the citizens of the City of Copperas Cove would have had to incur expenses including costs of reappraisals, litigation, special commissioners' and attorney's fees associated with condemnation of the property.

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

SECTION 1. That the City Council hereby finds and determines that it is in the best interest of the citizens of the City of Copperas Cove to accept the dedication of a permanent water and wastewater easement and temporary construction easement, as described in the attached Exhibit "A", by Benny M. Boyd and Benny C. Boyd for use in the construction, development and maintenance of the Northeast Sewer Line (Infrastructure Project) and for any and all other uses required by the project engineers and as agreed to and accepted by Benny M. Boyd and Benny C. Boyd.

SECTION 2. That the City Council of Copperas Cove accepts the dedication of the permanent water and sewer easement and temporary construction easement for these purposes and wholeheartedly thanks and offers its gratitude to Benny M. Boyd and Benny C. Boyd for this dedication to the citizens of the City of Copperas Cove.

PASSED, APPROVED, AND ADOPTED on this 19th day of April 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:

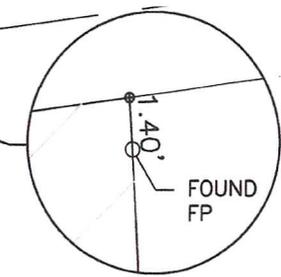
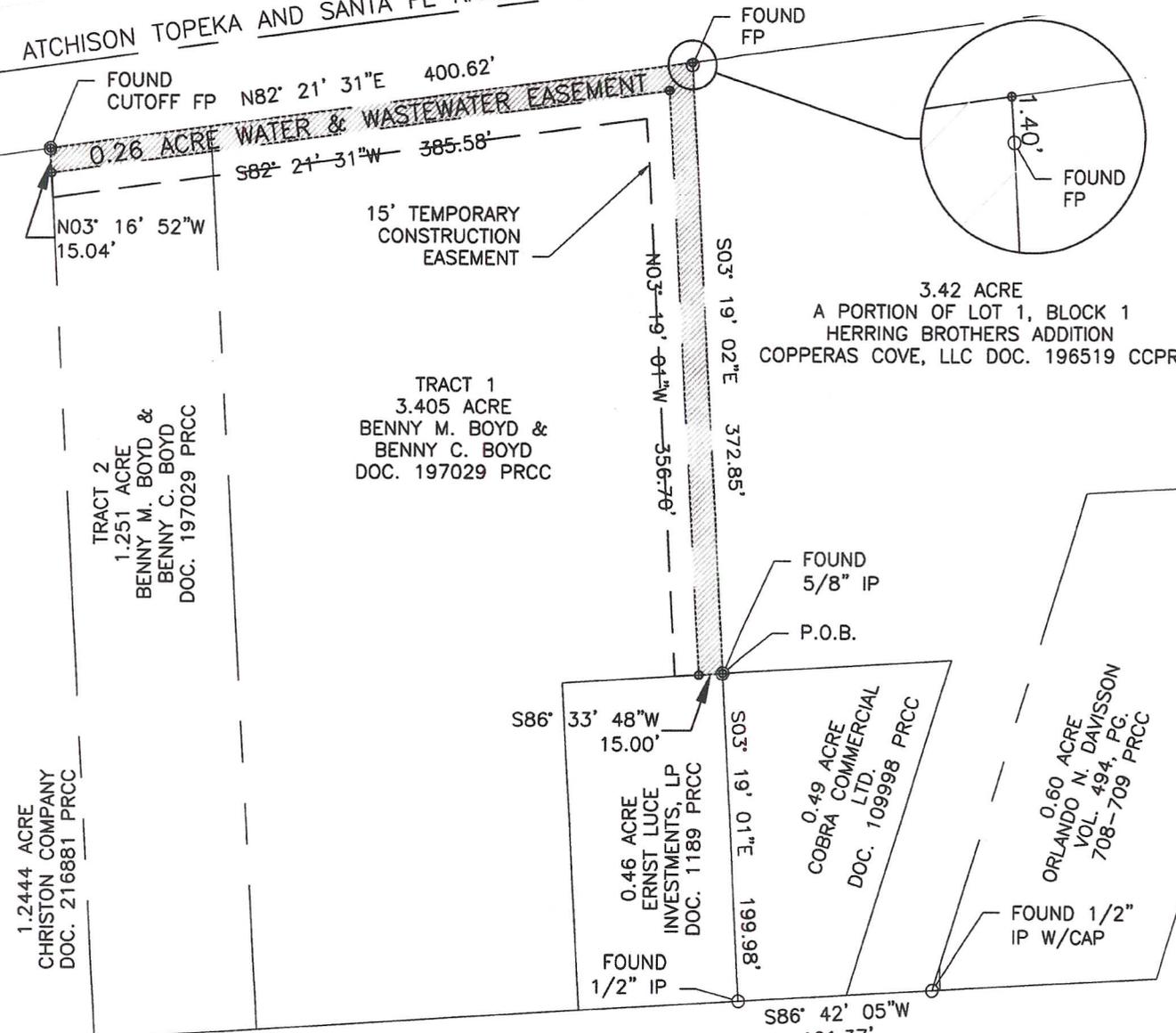
Jane Lees, City Secretary

APPROVED AS TO FORM:

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

EXHIBIT A

ATCHISON TOPEKA AND SANTA FE RAILROAD



3.42 ACRE
A PORTION OF LOT 1, BLOCK 1
HERRING BROTHERS ADDITION
COPPERAS COVE, LLC DOC. 196519 CCPR

1.2444 ACRE
CHRISTON COMPANY
DOC. 216881 PRCC

TRACT 2
1.251 ACRE
BENNY M. BOYD &
BENNY C. BOYD
DOC. 197029 PRCC

TRACT 1
3.405 ACRE
BENNY M. BOYD &
BENNY C. BOYD
DOC. 197029 PRCC

0.46 ACRE
ERNEST LUCE
INVESTMENTS, LP
DOC. 11189 PRCC

FOUND
5/8" IP
P.O.B.

0.49 ACRE
COBRA COMMERCIAL
LTD.
DOC. 109998 PRCC

0.60 ACRE
ORLANDO N. DAVISSOU
VOL. 494, PG.
708-709 PRCC

FOUND 1/2" IP W/CAP

U.S. HIGHWAY 190

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION OF:

A 0.26 ACRE OR 11,368.52 SQUARE FEET MORE OR LESS, TRACT OF LAND BEING OUT OF TRACT 1 OF A CALLED 3.405 ACRE, TRACT 2 OF A CALLED 1.251 ACRE, CONVEYED TO BENNY M. BOYD & BENNY C. BOYD RECORDED IN DOCUMENT 197029 OF THE PUBLIC RECORDS OF CORYELL COUNTY, TEXAS, OUT OF THE W.P. HARDEMAN SURVEY, ABSTRACT 454, OF CORYELL COUNTY, TEXAS. SAID 0.26 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM AS ESTABLISHED FROM THE NORTH AMERICAN DATUM OF 1983 (CORS96) FOR THE CENTRAL ZONE BASED ON THE EAST LINE OF THE 3.42 ACRE TRACT AS FOUND MONUMENTED ON THE GROUND

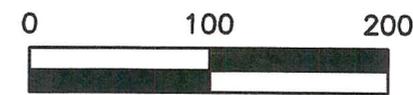
LEGEND

- ⊙ CALCULATED POINT
- P.O.C. POINT OF COMMENCING
- P.O.B. POINT OF BEGINNING
- CCDR CORYELL COUNTY DEED RECORDS
- PRCC PUBLIC RECORDS CORYELL COUNTY, TEXAS



J. Derrick Rickman
RPLS 5826

SCALE: 1" = 100'



FILE: P:\Projects\0119\Copperas Cove\00-estd\00e infrastructure\mp-r\phase 1\000\Exhibits\Proposed Easement - Phase II - New Alignment.dwg
 TAB: BENNY BOYD PLOTTED: 2/23/2011 10:54 AM BY: GLENN BOPE

RIVER CITY ENGINEERING
Texas Registered Engineering Firm F-0001546

3801 SOUTH 1ST STREET
AUSTIN, TEXAS 78704-7047
PHONE-(512) 442-3008
FAX-(512) 442-6522

1011 W. COUNTY LINE ROAD, SUITE C
NEW BRAUNFELS, TEXAS 78130
PHONE-(830)-626-3588
FAX-(830)-626-3801

CITY OF COPPERAS COVE, TEXAS

0.26 ACRE WATER & WASTEWATER EASEMENT

SHEET: 1 OF 1



FIELD NOTES

Fieldnotes for a 15-Foot Water and Wastewater Easement

A 0.26 acre or 11,368 square feet more or less, tract of land being out of Tract 1 of a called 3.405 acre tract and Tract 2 of a called 1.251 acre tract conveyed to Benny M. Boyd & Benny C. Boyd recorded in Document 197029 of the Public Records of Coryell County, Texas, out of the W.P. Hardeman Survey, Abstract 454, of Coryell County, Texas. Said 0.26 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System as established from the North American Datum of 1983 (CORS96) for the Central Zone based on the east line of the 3.42 acre tract as found monumented on the ground:

BEGINNING: At a FOUND 5/8" iron pin for the most easterly southeast corner of the 3.405 acre tract, for the northeast corner of a 0.46 acre tract conveyed to Ernst Luce Investments, LP in Document Number 1189 of the Public Records of Coryell County, Texas, for the northwest corner of a 0.49 acre tract conveyed to Cobra Commercial LTD in Document Number 109998 of the Public Records of Coryell County, Texas, for a southwest corner of a 3.42 acre tract, being a portion of Lot 1, Block 1 of the Herring Brothers Addition, conveyed to Copper Cove, LLC in Document Number 196519 of the Public Records of Coryell County, Texas and for the southeast corner and POINT of BEGINNING of this easement, from which said 5/8" iron pin a found 1/2" iron pin found in the north right-of-way line of U.S. Highway 190 bears S 03°19'01" E, a distance of 199.98 feet, for the southeast corner of the 0.46 acre tract and the southwest corner of the 0.49 acre tract;

THENCE: S 86°33'48" W, with the north line of the 0.46 acre tract, a south line of the 3.405 tract and a south line of this easement, a distance of 15.00 feet to a point for a southwest corner of this easement;

THENCE: Departing the north line of the 0.46 acre tract and across the 3.405 acre tract the following calls and distances;

N 03°19'01" W, a distance of 356.70 feet to a point for a reentrant corner of this easement,

S 82°21'31" W, at a distance of 285.6 feet passing the west line of the 3.405 acre tract, the east line of the 1.251 acre tract, across the 1.251 acre tract for a total distance of 385.58 feet to a point on the west line of the 1.251 acre tract, the east line of a 1.2444 acre tract conveyed to Christon Company in Document 216881, of the Public Records of Coryell County, Texas, for a southwest corner of this easement;

THENCE: N 03°16'52" W, with the east line of the 1.2444 acre tract, the west line of the 1.251 acre tract and a west line of this easement, a distance of 15.04 feet to a point in the

FIELD NOTES

south right-of-way line of the Atchison Topeka and Santa Fe Railroad, for the northeast corner of the 1.2444 acre tract and the northwest corner of the 1.251 acre tract and the northwest corner of this easement;

THENCE: N 82°21'31" E, with the south right-of-way line of the Atchison Topeka and Santa Fe Railroad, at a distance of 100.0 feet passing the northeast corner of the 1.251 acre tract and the northwest corner of the 3.405 acre tract, for a total distance of 400.62 feet to the northeast corner of the 3.405 acre tract and the northwest corner of the 3.42 acre tract and the northeast corner of this easement;

THENCE: S 03°19'02" E, with an east line of the 3.405 acre tract, a west line of the 3.42 acre tract and this easement, a distance of 372.85 feet to the POINT OF BEGINNING and containing 0.26 acre in Coryell County, Texas. Said tract being described in accordance with a survey made on the ground and an exhibit prepared by River City Engineering.



John Derrick Rickman
RPLS 5826



FIELD NOTES

Fieldnotes for a 15-Foot Temporary Construction Easement

A 0.25 acre or 10,900 square feet more or less, tract of land being out of Tract 1 of a called 3.405 acre tract and Tract 2 of a called 1.251 acre tract conveyed to Benny M. Boyd & Benny C. Boyd recorded in Document 197029 of the Public Records of Coryell County, Texas, out of the W.P. Hardeman Survey, Abstract 454, of Coryell County, Texas. Said 0.25 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System as established from the North American Datum of 1983 (CORS96) for the Central Zone based on the east line of the 3.42 acre tract as found monumented on the ground:

COMMENCING: At a FOUND 5/8" iron pin for the most easterly southeast corner of the 3.405 acre tract, for the northeast corner of a 0.46 acre tract conveyed to Ernst Luce Investments, LP in Document Number 1189 of the Public Records of Coryell County, Texas, for the northwest corner of a 0.49 acre tract conveyed to Cobra Commercial LTD in Document Number 109998 of the Public Records of Coryell County, Texas, for a southwest corner of a 3.42 acre tract, being a portion of Lot 1, Block 1 of the Herring Brothers Addition, conveyed to Copper Cove, LLC in Document Number 196519 of the Public Records of Coryell County, Texas, from which said 5/8" iron pin a found 1/2" iron pin found in the north right-of-way line of U.S. Highway 190 bears S 03°19'01" E, a distance of 199.98 feet, for the southeast corner of the 0.46 acre tract and the southwest corner of the 0.49 acre tract;

THENCE: S 86°33'48" W, with a south line of the 3.405 acre tract and a north line of the 0.46 acre tract a distance of 15.00 feet to the POINT of BEGINNING;

THENCE: S 86°33'48" W, with the north line of the 0.46 acre tract, a south line of the 3.405 acre tract and a south line of this easement, a distance of 15.00 feet to a point for a southwest corner of this easement;

THENCE: Departing the north line of the 0.46 acre tract and across the 3.405 acre tract the following calls and distances;

N 03°19'01" W, a distance of 340.56 feet to a point for a reentrant corner of this easement,

S 82°21'31" W, at a distance of 270.5 feet passing the west line of the 3.405 acre tract, the east line of the 1.251 acre tract, across the 1.251 acre tract for a total distance of 370.55 feet to a point on the west line of the 1.251 acre tract, the east line of a 1.2444 acre tract conveyed to Christon Company in Document 216881, of the Public Records of Coryell County, Texas, for a southwest corner of this easement;

FIELD NOTES

THENCE: N 03°16'52" W, with the east line of the 1.2444 acre tract, the west line of the 1.251 acre tract and a west line of this easement, a distance of 15.04 feet to a southwest corner of a permanent 0.26 acre water & wastewater easement, for the northwest corner of this easement;

THENCE: N 82°21'31" E, departing the east line of the 1.2444 acre tract, the west line of the 1.251 acre tract, with a south line of a permanent 0.26 acre water & wastewater easement, at a distance of 100.0 feet passing the west line of the 3.405 acre tract, the east line of the 1.251 acre tract, for a total distance of 385.58 feet to the northeast corner of this easement;

THENCE: S 03°19'02" E, with a west line of a permanent 0.26 acre water & wastewater easement, a distance of 356.70 feet to the POINT OF BEGINNING and containing 0.25 acre in Coryell County, Texas. Said tract being described in accordance with a survey made on the ground and an exhibit prepared by River City Engineering.





FIELD NOTES

Exhibit B
Fieldnotes for a 15-Foot Temporary Construction Easement

A 0.25 acre or 10,900 square feet more or less, tract of land being out of Tract 1 of a called 3.405 acre tract and Tract 2 of a called 1.251 acre tract conveyed to Benny M. Boyd & Benny C. Boyd recorded in Document 197029 of the Public Records of Coryell County, Texas, out of the W.P. Hardeman Survey, Abstract 454, of Coryell County, Texas. Said 0.25 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System as established from the North American Datum of 1983 (CORS96) for the Central Zone based on the east line of the 3.42 acre tract as found monumented on the ground:

COMMENCING: At a FOUND 5/8" iron pin for the most easterly southeast corner of the 3.405 acre tract, for the northeast corner of a 0.46 acre tract conveyed to Ernst Luce Investments, LP in Document Number 1189 of the Public Records of Coryell County, Texas, for the northwest corner of a 0.49 acre tract conveyed to Cobra Commercial LTD in Document Number 109998 of the Public Records of Coryell County, Texas, for a southwest corner of a 3.42 acre tract, being a portion of Lot 1, Block 1 of the Herring Brothers Addition, conveyed to Copper Cove, LLC in Document Number 196519 of the Public Records of Coryell County, Texas, from which said 5/8" iron pin a found 1/2" iron pin found in the north right-of-way line of U.S. Highway 190 bears S 03°19'01" E, a distance of 199.98 feet, for the southeast corner of the 0.46 acre tract and the southwest corner of the 0.49 acre tract;

THENCE: S 86°33'48" W, with a south line of the 3.405 acre tract and a north line of the 0.46 acre tract a distance of 15.00 feet to the POINT of BEGINNING;

THENCE: S 86°33'48" W, with the north line of the 0.46 acre tract, a south line of the 3.405 acre tract and a south line of this easement, a distance of 15.00 feet to a point for a southwest corner of this easement;

THENCE: Departing the north line of the 0.46 acre tract and across the 3.405 acre tract the following calls and distances;

N 03°19'01" W, a distance of 340.56 feet to a point for a reentrant corner of this easement,

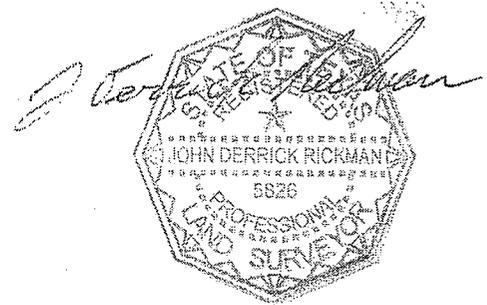
S 82°21'31" W, at a distance of 270.5 feet passing the west line of the 3.405 acre tract, the east line of the 1.251 acre tract, across the 1.251 acre tract for a total distance of 370.55 feet to a point on the west line of the 1.251 acre tract, the east line of a 1.2444 acre tract conveyed to Christon Company in Document 216881, of the Public Records of Coryell County, Texas, for a southwest corner of this easement;

FIELD NOTES

THENCE: N 03°16'52" W, with the east line of the 1.2444 acre tract, the west line of the 1.251 acre tract and a west line of this easement, a distance of 15.04 feet to a southwest corner of a permanent 0.26 acre water & wastewater easement, for the northwest corner of this easement;

THENCE: N 82°21'31" E, departing the east line of the 1.2444 acre tract, the west line of the 1.251 acre tract, with a south line of a permanent 0.26 acre water & wastewater easement, at a distance of 100.0 feet passing the west line of the 3.405 acre tract, the east line of the 1.251 acre tract, for a total distance of 385.58 feet to the northeast corner of this easement;

THENCE: S 03°19'02" E, with a west line of a permanent 0.26 acre water & wastewater easement, a distance of 356.70 feet to the POINT OF BEGINNING and containing 0.25 acre in Coryell County, Texas. Said tract being described in accordance with a survey made on the ground and an exhibit prepared by River City Engineering.



Agreement for Utility Easement

Date: _____, 2011

Grantors: Mr. Benny M. and Benny C. Boyd

Grantors' Mailing Address: 601 N. Key Ave. Lampasas, Texas 76550

Grantee/Holder: CITY OF COPPERAS COVE, a Texas Municipal Corporation.

Grantee's Mailing Address: P.O. Drawer 1449, Copperas Cove, TX 76522

Easement Property: All that certain tract, piece or parcel of land, lying and being situated in the County of Coryell, State of Texas, described as "15.0' Water and Wastewater Easement" in EXHIBIT "A" attached hereto and made a part hereof for all purposes, to which reference is here made for a more particular description of said property.

Easement Purpose: For the installation, construction, maintenance, replacement, repair, and upgrade of public utilities, hereinafter referred to as "Facilities".

Consideration: In consideration of the premises and the sum of ONE DOLLAR (\$1.00), cash in hand paid, and the benefits accruing to Grantors (and Grantors' successors and assigns), as the owner of the property of Grantors that currently adjoins, is adjacent to and/or contiguous to the Easement Property, by the granting, bargaining, selling and conveyance of this easement, as established herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantors.

Reservations from Conveyance: None.

Exceptions to Warranty: This conveyance is made by Grantors and accepted by Grantee subject to any and all existing easements, covenants, rights-of-way, conditions, restrictions, outstanding mineral interests and royalty interests, if any, relating to the Easement Property, to the extent, and only to the extent, that the same may still be in force and effect, and either shown of record in the office of the County Clerk of Coryell County, Texas, or that may be apparent on the Easement Property.

Grant of Easement: Grantors, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's heirs, successors, and assigns an easement over, on, and across the Easement Property for the Facilities, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's heirs, successors, and assigns forever. Grantors binds Grantors and Grantors' heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, except as to the Reservations from Conveyance and Exceptions to Warranty to the extent that such claim arises by, through, or under Grantors but not otherwise.

Terms and Conditions: The following terms and conditions apply to the Easement granted by this agreement:

1. *Character of Easement.* The Easement granted herein is "in gross," in that there is no "Benefitted Property." Nevertheless, the Easement rights herein granted shall pass to Grantee's successors and assigns, subject to all of the Terms hereof. The Easement rights of use granted herein are nonexclusive and irrevocable. The Easement is for the benefit of Grantee and Grantee's heirs, successors and assigns who at any time own any interest in the conveyance is subject to the terms of this agreement.

2. *Duration of easement.* The duration of the Easement is perpetual, unless and until it is relinquished or abandoned by ordinance by Grantee.
3. *Reservation of Rights.* Holder's right to use the Easement Property in nonexclusive, and Grantors and Grantors' heirs, successors, and assigns the right to use all or part of the Easement Property in conjunction with Holder as long as such use by Grantors and Grantors' heirs, successors, and assigns does not interfere with the use of the Easement Property by Holder for the Easement Purpose, or construct any building, structure or obstruction. Grantors' right to use the Easement Property specifically includes, but is not limited to installing landscaping, driveways and parking areas. The right to convey to others the right to use all or part of the Easement Property in conjunction with Holder, as long as such further conveyance is subject to the terms of this agreement.
4. *Secondary Easement.* Holder has the right (the "Secondary Easement") to use the surface of a 15 foot wide area adjacent to the Easement Property more fully described through the attached metes and bounds shown in EXHIBIT "B" as the "15' Temporary Construction Easement" to assist in the initial installation of the Facilities within the Easement Property. However, Holder must promptly restore the area of the 15' Temporary Construction Easement to its previous physical condition if changed by use of the rights granted by this Secondary Easement.
5. *Improvement and Maintenance of Facilities.* Improvement and maintenance of the Facilities will be maintained at the sole expense of Holder. Holder has the right to eliminate any encroachments into the Easement Property that may affect Holder's exclusive rights to the facilities. Holder has the right to construct, install, maintain, replace, and remove the Facilities under or across any portion of the Easement Property. All matters concerning the Facilities and their configuration, construction, installation, maintenance, replacement, and removal are at Holder's sole discretion, subject to performance of Holder's obligations under this agreement. Holder has the right to remove or relocate any fences or other encroachments within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Facilities. Grantee will also replace to their original condition any landscaping, driveways or parking areas that were in existence prior to the granting of the Easement Property and are damaged in connection with the work.
6. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.
7. *Attorney's Fees.* If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.
8. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.
9. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

10. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.
11. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.
12. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.
13. *Integration.* This agreement contains the complete agreement of the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this agreement.
14. *Legal Construction.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.
15. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.
16. *Recitals.* Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement.

Benny M. Boyd Individually:

Benny C. Boyd Individually:

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
 COUNTY OF CORYELL §

The above instrument, titled "Agreement for Utility Easement" to which this Acknowledgement is attached, was acknowledged before me on this _____ day of _____, 2011 by Benny M. Boyd, an individual.

Notary Public, State of Texas

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF CORYELL §

The above instrument, titled "Agreement for Utility Easement" to which this Acknowledgement is attached, was acknowledged before me on this ____ day of _____, 2011 by Benny C. Boyd, an individual.

Notary Public, State of Texas

ACCEPTED:

The CITY OF COPPERAS COVE
By:

Andrea Gardner, City Manager

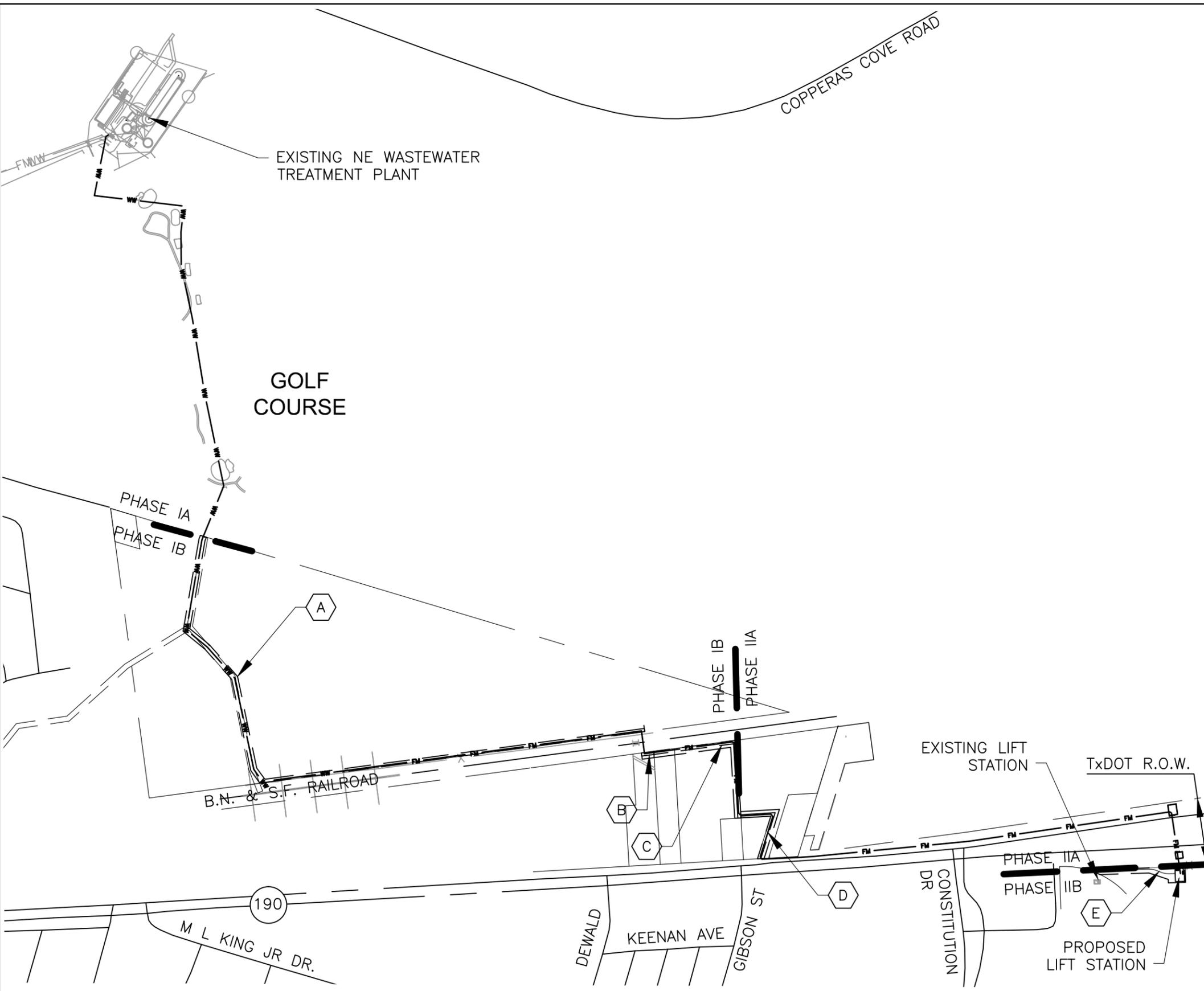
ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF CORYELL §

The above instrument, titled "Agreement for Utility Easement" to which this Acknowledgement is attached, was acknowledged before me on this ____ day of _____, 2011 by **Andrea Gardner** City Manager of the City of Copperas Cove, a Texas Municipal Corporation, on behalf of said Municipal Corporation.

Notary Public, State of Texas

FILE: P:\Projects\5019 (Copperas Cove)\88-Eastside Infrastructure Impr-Phase I\CAD\Exhibits\Proposed Easement Overall - 2011-04-03.dwg TAB: 11X17 LANDSCAPE PLOTTED: 4/12/2011 3:58 PM BY: GLE



EASEMENT AREAS		
SECTION	DESCRIPTION	AREA
A	DEWALD PROPERTY	1.534 A.C.
B	DISCOUNT TIRE	0.02 A.C.
C	BENNY BOYD	0.26 A.C.
D	CLAUSON	0.13 A.C.
E	ECONOMIC DEVELOPMENT CORP.	0.38 A.C.

RIVER CITY ENGINEERING
 Texas Registered Engineering Firm F-0001546
 3801 SOUTH 1ST STREET
 AUSTIN, TEXAS 78704-7047
 PHONE-(512) 442-3008
 FAX-(512) 442-6522
 1011 W. COUNTY LINE ROAD, SUITE C
 NEW BRAUNFELS, TEXAS 78130
 PHONE-(830)-626-3588
 FAX-(830)-626-3601

CITY OF COPPERAS COVE, TEXAS
 EASTSIDE INFRASTRUCTURE IMPROVEMENT PROJECT

OVERALL EASEMENT MAP

Date: 04/19/2011

Contact: Andrea Gardner, City Manager

Information

SUBJECT

Consideration and action on approving a resolution accepting a dedication of a fifteen foot permanent water and wastewater easement and a fifteen foot temporary construction easement by Copperas Cove Storage, LLC through the managing partner, Donald R. Clauson, for the completion of the Northeast Sewer Line project and authorizing the City Manager to execute said easement documents to include the disbursement of agreed funds to Copperas Cove Storage, LLC through Mr. Donald R. Clauson, Managing Partner, in consideration for the easements. **Andrea M. Gardner, City Manager**

BACKGROUND/HISTORY

The project consists of the installation of a 24-inch gravity sewer line from the Northeast Wastewater Treatment facility to BNSF Railway and a 12-inch force main line from BNSF Railway to a new lift station to be located in place of the existing lift station(located next to Arby's restaurant). The project is planned to enhance the development of the Copperas Cove Business Park and to further improve the general welfare, health and public safety of the citizens of Copperas Cove.

In November 2008, the voters of Copperas Cove approved a bond proposition authorizing the issuance of debt for the water and sewer infrastructure needs on the east end of the City. In October 2010, the City Council adopted a Five-Year Capital Improvements Plan which included the Northeast Sewer Line project.

FINDINGS/CURRENT ACTIVITY

On June 15, 2010, the City Manager was authorized to provide a written offer to Copperas Cove Storage, LLC through Mr. Donald R. Clauson, Managing Partner, for a permanent water/wastewater easement for project completion. Thus, on June 30, 2010, an offer letter was provided by certified mail/return receipt requested to Mr. Donald R. Clauson, Managing Partner, for Copperas Cove Storage, LLC.

After months of negotiations and project changes, City staff, the consultant engineer and Mr. Donald R. Clauson reached an agreement for the requested easements.

ACTION OPTIONS/RECOMMENDATION

City staff recommends the City Council approve Resolution No. 2011-13, accepting the dedication of a fifteen foot permanent water and wastewater easement and a fifteen foot temporary construction easement by Copperas Cove Storage, LLC through Mr. Donald R. Clauson, Managing Partner, for the completion of the Northeast Sewer Line project and authorize the City Manager to execute the easement documents including the disbursement of agreed funds in exchange for the necessary easements.

Fiscal Impact

Funds available Y/N?: Y

FINANCIAL IMPACT:

The easements include a total of .13 acres for a total cost of \$33,885.00. The funds are available under Phase II of the Northeast Sewer Line project.

Attachments

Link: [Clauson Easement Resolution](#)

Link: [Exhibit Documents](#)

Link: [Project Easements](#)

Link: [Clauson Easement](#)

Link: [Clauson Acknowledgement](#)

RESOLUTION NO. 2011-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, ACCEPTING A DEDICATION OF A 15' PERMANENT WATER AND WASTEWATER EASEMENT AND 15' TEMPORARY CONSTRUCTION EASEMENT BY DONALD R. CLAUSON FOR THE COMPLETION OF THE NORTHEAST SEWER LINE (EASTSIDE INFRASTRUCTURE) PROJECT ("THE PROJECT").

WHEREAS, the City Council of the City of Copperas Cove previously resolved that a public necessity exists for the implementation and completion of the Northeast Sewer Line (Eastside Infrastructure) Project to enhance the development of the Copperas Cove Business Park and to further improve the general welfare, health and public safety of the Citizens of the City of Copperas Cove, Texas and the general public at large; and

WHEREAS, the City Council has previously resolved and authorized the City to acquire all necessary property rights for the project including by taking appropriate measures to acquire necessary property through eminent domain; and

WHEREAS, through diligent efforts to avoid costs and other expenditure of resources to acquire certain property rights through eminent domain, the City has been able approach various property owners to negotiate the direct purchase of certain property in order to further the development of The Project; and

WHEREAS, Donald R. Clauson has offered to dedicate a permanent water and wastewater easement to the City for the construction, development and maintenance of the sewer line, a portion of which is to be constructed on and under Donald R. Clauson's property; and

WHEREAS, Donald R. Clauson has also offered to permit the City to access and additional portion of its property through the granting of a 15' Temporary Construction Easement adjacent to the permanent utility easement to be used throughout the duration of the construction phase of The Project; and

WHEREAS, Donald R. Clauson has agreed to dedicate both the permanent and temporary easements for the amount of thirty three thousand eight hundred eighty five dollars (\$33,885.00); and,

WHEREAS, without the offer of Donald R. Clauson to dedicate and convey these easements to the City of Copperas Cove for this necessary public works project, the citizens of the City of Copperas Cove would have had to incur expenses including costs of reappraisals, litigation, special commissioners' and attorney's fees associated with condemnation of the property.

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

SECTION 1. That the City Council hereby finds and determines that it is in the best interest of the citizens of the City of Copperas Cove to accept the dedication of a permanent water and wastewater easement and temporary construction easement, as described in the attached Exhibit "A", by Donald R. Clauson for use in the construction, development and maintenance of the Northeast Sewer Line (Infrastructure Project) and for any and all other uses required by the project engineers and as agreed to and accepted by Donald R. Clauson.

SECTION 2. That the City Council of Copperas Cove accepts the dedication of the permanent water and sewer easement and temporary construction easement for these purposes and wholeheartedly thanks and offers its gratitude to Donald R. Clauson for this dedication to the citizens of the City of Copperas Cove.

PASSED, APPROVED, AND ADOPTED on this 19th day of April 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

FIELD NOTES

Fieldnotes for a 15-Foot Water and Wastewater Easement

A 0.13 acre or 5,647.50 square feet more or less, tract of land being out of a 3.42 acre tract conveyed to Copperas Cove Storage, LLC. Recorded in Document 196519 of the Public Records of Coryell County, Texas, out of the W.P. Hardeman Survey, Abstract 454, of Coryell County, Texas. Said 0.13 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System as established from the North American Datum of 1983 (CORS96) for the Central Zone based on the north right-of-way line of Highway U.S. 190 as found monumented on the ground:

- BEGINNING:** At point in the north right-of-way line of Highway U.S. 190 for the most southerly southwest corner of the 3.42 acre tract, for the southeast corner of a 0.49 acre tract conveyed to Cobra Commercial LTD. In Document Number 109998 of the Public Records of Coryell County, Texas and for the POINT of BEGINNING, from which a found ½" iron rod in the north right-of-way line of Highway U.S. 190 bears N 86°42'05" E, a distance of 53.49 feet for the southeast corner of the 3.42 acre tract and from which said POINT of BEGINNING a found ½" iron rod in the north right-of-way line of Highway U.S. 190 bears S 86°42'05" W, a distance of 16.03 feet for the southwest corner of the 0.49 acre tract;
- THENCE:** N 17°21'53" E, departing the north right-of-way line of Highway U.S. 190, with the east line of the 0.49 acre tract, a west line of the 3.42 acre tract and the west line of this easement, a distance of 214.10 feet to the northeast corner of the 0.49 acre tract;
- THENCE:** S 86°33'48" W, with the north line of the 0.49 acre tract, a south line of the 3.42 acre tract and a south line of this easement, a distance of 143.50 feet to the north west corner of the 0.49 acre tract, the northeast corner of a 0.46 acre tract conveyed to Ernst Luce Investments LP in Document 1189, of the Public Records of Coryell County, Texas, a southeast corner of a 3.405 acre tract conveyed to Benny M. Boyd & Benny C. Boyd in Document 197029 of the Public Records of Coryell County, Texas;
- THENCE:** N 03°19'28" W, with a east line of the 3.405 acre tract, a west line of the 3.42 acre tract and a west line of this easement, a distance of 15.00 feet to a point for the northwest corner of this easement;
- THENCE:** Departing the east line of the 3.405 acre tract, a west line of the 3.42 acre tract and across the 3.42 acre tract the following calls and distances;
- N 86°33'48" E, a distance of 165.21 feet to a point for a reentrant corner of this easement,

FIELD NOTES

S 17°21'53" W, a distance of 230.19 feet to a point in the south line of the 3.42 acre tract, the north right-of-way line of U.S. Highway 190 for the southeast corner of this easement;

THENCE: S 86°42'05" W, with the north right-of-way of U.S. Highway 190, the south line of the 3.42 acre tract and this easement, a distance of 16.03 feet to the POINT OF BEGINNING and containing 0.13 acre in Coryell County, Texas. Said tract being described in accordance with a survey made on the ground and an exhibit prepared by River City Engineering.

J. Derrick Rickman
RPLS 5826

A professional land surveyor seal for John Derrick Rickman, No. 5826. The seal is octagonal with a decorative border. Inside the border, the text reads "STATE OF TEXAS" at the top, "JOHN DERRICK RICKMAN" in the center, and "PROFESSIONAL LAND SURVEYOR" at the bottom. The number "5826" is printed below the name. The seal is stamped in grey ink.

FIELD NOTES

Exhibit B
Fieldnotes for a 15-Foot Temporary Construction Easement

A 0.14 acre or 6215 square feet more or less, tract of land being out of a 3.42 acre tract conveyed to Copperas Cove Storage, LLC. Recorded in Document 196519 of the Public Records of Coryell County, Texas, out of the W.P. Hardeman Survey, Abstract 454, of Coryell County, Texas. Said 0.14 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System as established from the North American Datum of 1983 (CORS96) for the Central Zone based on the north right-of-way line of Highway U.S. 190 as found monumented on the ground:

COMMENCING: At a point in the north right-of-way line of Highway U.S. 190 for the most southerly southwest corner of the 3.42 acre tract, for the southeast corner of a 0.49 acre tract conveyed to Cobra Commercial LTD. In Document Number 109998 of the Public Records of Coryell County, from which a found 1/2" iron rod in the north right-of-way line of Highway U.S. 190 bears N 86°42'05" E, a distance of 53.49 feet for the southeast corner of the 3.42 acre tract and from which a found 1/2" iron rod in the north right-of-way line of Highway U.S. 190 bears S 86°42'05" W, a distance of 67.88 feet for the southwest corner of the 0.49 acre tract;

THENCE: N 86°42'05" E, with the north right-of-way line of Highway U.S. 190, the south line of the 3.42 a acre tract a distance of 16.03 feet to a point in the north right-of-way line of Highway U.S. 190 for the POINT of BEGINNING of this easement;

THENCE: Departing the south line of the 3.42 acre tract, the north right-of-way line of Highway U.S. 190 and across the 3.42 acre tract, with the east line of the permanent 0.13 acre Water & Wastewater Easement the following calls and distances;

N 17°21'53" E, a distance of 230.19 feet to a point for a reentrant corner of this easement,

S 86°33'48" W, with the north line of the permanent 0.13 acre water & wastewater easement, a distance of 165.21 feet to a point in a west line of the 3.42 acre tract, an east line of a 3.405 acre tract conveyed to Benny M. Boyd & Benny C. Boyd in Document 197029 of the Public Records of Coryell County, Texas, for the southwest corner of this easement;

THENCE: N 03°19'28" W, with a west line of the 3.42 acre tract, an east line of a 3.405 acre tract, a distance of 15.00 feet for the northwest corner of this easement;

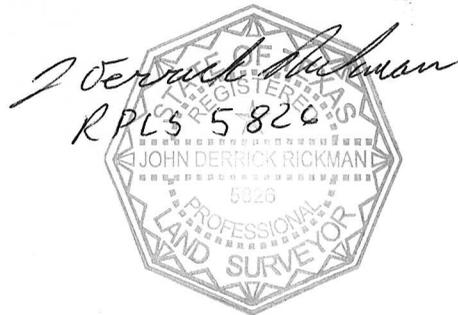
THENCE: Departing a west line of the 3.42 acre tract, an east line of a 3.405 acre tract and across the 3.42 acre tract the following calls and distances;

FIELD NOTES

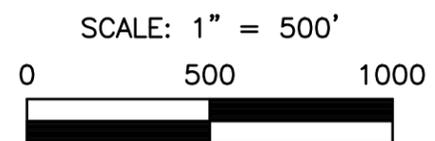
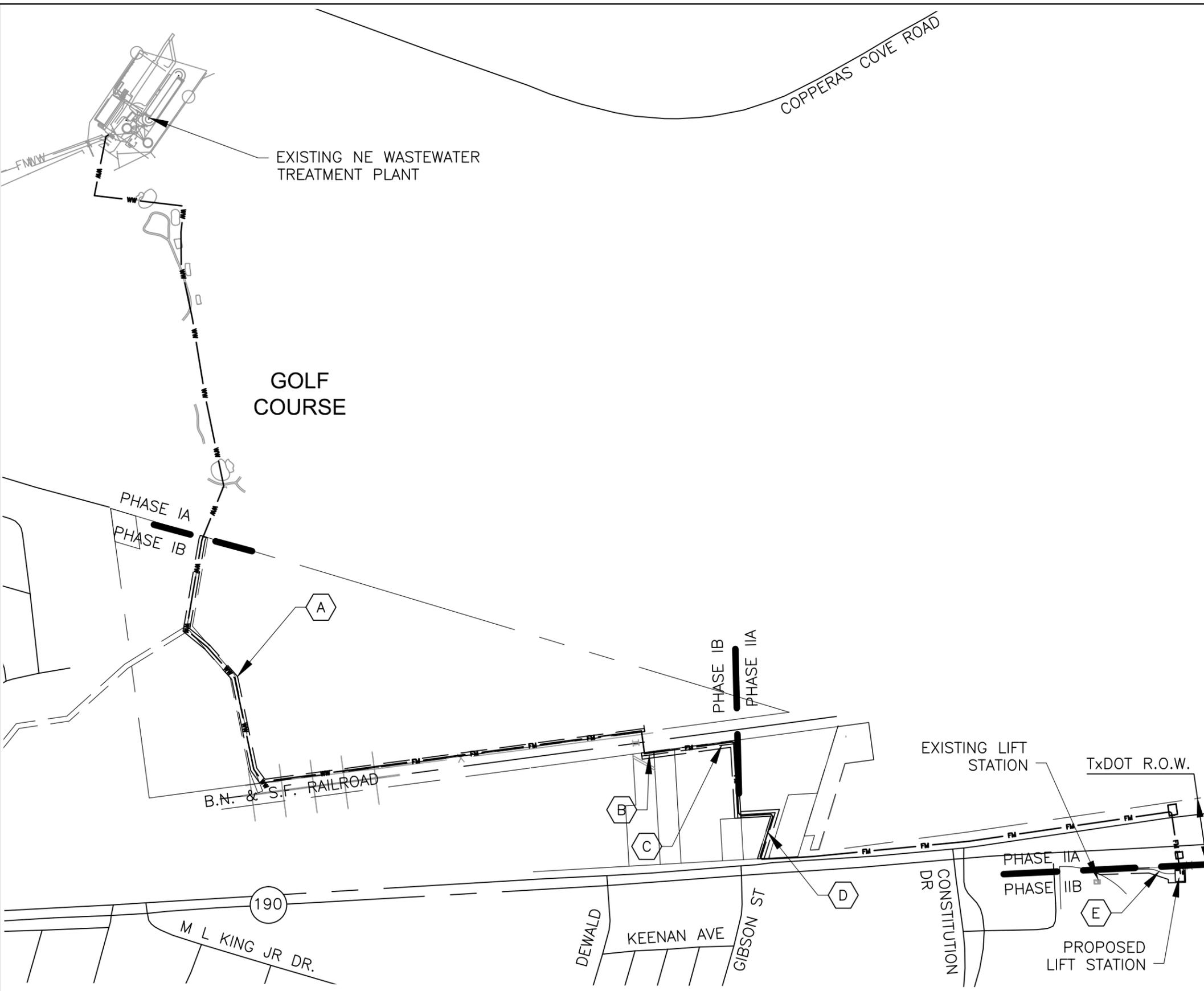
N 86°33'48" E, a distance of 186.92 feet to a point for a reentrant corner of this easement,

S 17°21'53" W, a distance of 246.28 feet to a point in a south line of the 3.42 acre tract, the north right-of-way line of U.S. Highway 190 for the southeast corner of this easement,

THENCE: S 86°42'05" W, with the north right-of-way of U.S. Highway 190, a south line of the 3.42 acre tract and this easement, a distance of 16.03 feet to the POINT OF BEGINNING and containing 0.14 acre in Coryell County, Texas. Said tract being described in accordance with a survey made on the ground and an exhibit prepared by River City Engineering.



FILE: P:\Projects\5019 (Copperas Cove)\88-Eastside Infrastructure Impr-Phase I\CAD\Exhibits\Proposed Easement Overall - 2011-04-03.dwg TAB: 11X17 LANDSCAPE PLOTTED: 4/12/2011 3:58 PM BY: GLE



EASEMENT AREAS		
SECTION	DESCRIPTION	AREA
A	DEWALD PROPERTY	1.534 A.C.
B	DISCOUNT TIRE	0.02 A.C.
C	BENNY BOYD	0.26 A.C.
D	CLAUSON	0.13 A.C.
E	ECONOMIC DEVELOPMENT CORP.	0.38 A.C.

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CITY OF COPPERAS COVE, TEXAS
 EASTSIDE INFRASTRUCTURE IMPROVEMENT PROJECT

OVERALL EASEMENT MAP

Agreement for Utility Easement

Date: _____, 2011

Grantor(s): Copperas Cove Storage, LLC

Grantor's Mailing Address: 2055 Third Ave., Ste. 200, San Diego, CA 92101

Grantee/Holder: CITY OF COPPERAS COVE, a Texas Municipal Corporation.

Grantee's Mailing Address: P.O. Drawer 1449, Copperas Cove, TX 76522

Easement Property: All that certain tract, piece or parcel of land, lying and being situated in the County of Coryell, State of Texas, described as "15 – Foot Water and Wastewater Easement" in EXHIBIT "A" attached hereto and made a part hereof for all purposes, to which reference is here made for a more particular description of said property.

Easement Purpose: For the installation, construction, maintenance, replacement, repair, and upgrade of public utilities, hereinafter referred to as "Facilities".

Consideration: In consideration of the premises and the sum of ONE DOLLAR (\$1.00), cash in hand paid, and the benefits accruing to Grantor (and Grantor's successors and assigns), as the owner of the property of Grantor that currently adjoins, is adjacent to and/or contiguous to the Easement Property, by the granting, bargaining, selling and conveyance of this easement, as established herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

Reservations from Conveyance: None.

Exceptions to Warranty: This conveyance is made by Grantor and accepted by Grantee subject to any and all existing easements, covenants, rights-of-way, conditions, restrictions, outstanding mineral interests and royalty interests, if any, relating to the Easement Property, to the extent, and only to the extent, that the same may still be in force and effect, and either shown of record in the office of the County Clerk of Coryell County, Texas, or that may be apparent on the Easement Property.

Grant of Easement: Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's heirs, successors, and assigns an easement over, on, and across the Easement Property for the Facilities, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, except as to the Reservations from Conveyance and Exceptions to Warranty to the extent that such claim arises by, through, or under Grantor but not otherwise.

Terms and Conditions: The following terms and conditions apply to the Easement granted by this agreement:

1. *Character of Easement.* The Easement granted herein is "in gross," in that there is no "Benefitted Property." Nevertheless, the Easement rights herein granted shall pass to Grantee's successors and assigns, subject to all of the Terms hereof. The Easement rights of use granted herein are nonexclusive and irrevocable. The Easement is for the benefit of Grantee and Grantee's heirs, successors and assigns who at any time own any interest in the conveyance is subject to the terms of this agreement.

2. *Duration of easement.* The duration of the Easement is perpetual, unless and until it is relinquished or abandoned by ordinance by Grantee.
3. *Reservation of Rights.* Holder's right to use the Easement Property in nonexclusive, and Grantor and Grantor's heirs, successors, and assigns the right to use all or part of the Easement Property in conjunction with Holder as long as such use by Grantor and Grantor's heirs, successors, and assigns does not interfere with the use of the Easement Property by Holder for the Easement Purpose, or construct any building, structure or obstruction. Grantor's right to use the Easement Property specifically includes, but is not limited to installing landscaping, driveways and parking areas. The right to convey to others the right to use all or part of the Easement Property in conjunction with Holder, as long as such further conveyance is subject to the terms of this agreement.
4. *Secondary Easement.* Holder has the right (the "Secondary Easement") to use the surface of a 15 foot wide area adjacent to the Easement Property more fully described through the attached metes and bounds shown in EXHIBIT "B" as the "15' Temporary Construction Easement" to assist in the initial installation of the Facilities within the Easement Property. However, Holder must promptly restore the area of the 15' Temporary Construction Easement to its previous physical condition if changed by use of the rights granted by this Secondary Easement.
5. *Improvement and Maintenance of Facilities.* Improvement and maintenance of the Facilities will be maintained at the sole expense of Holder. Holder has the right to eliminate any encroachments into the Easement Property that may affect Holder's exclusive rights to the facilities. Holder has the right to construct, install, maintain, replace, and remove the Facilities under or across any portion of the Easement Property. All matters concerning the Facilities and their configuration, construction, installation, maintenance, replacement, and removal are at Holder's sole discretion, subject to performance of Holder's obligations under this agreement. Holder has the right to remove or relocate any fences or other encroachments within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Facilities. Grantee will also replace to their original condition any landscaping, driveways or parking areas that were in existence prior to the granting of the Easement Property and are damaged in connection with the work.
6. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.
7. *Attorney's Fees.* If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.
8. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.
9. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.
10. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

11. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.
12. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.
13. *Integration.* This agreement contains the complete agreement of the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this agreement.
14. *Legal Construction.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.
15. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.
16. *Recitals.* Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement.

COPPERAS COVE STORAGE, LLC

Donald R. Clauson, Managing Partner and Authorized
Representative

ACKNOWLEDGMENTS

STATE OF CALIFORNIA §
§
COUNTY OF SAN DIEGO §

The above instrument titled "Agreement for Utility Easement" to which this Acknowledgment is attached was acknowledged before me on this ____ day of _____, 2011 by Donald R. Clauson, an individual, on behalf of Copperas Cove Storage, LLC.

Notary Public, State of California

ACCEPTED:

The CITY OF COPPERAS COVE

By:

Andrea Gardner, City Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF CORYELL §

The above instrument titled "Agreement for Utility Easement" to which this Acknowledgment is attached was acknowledged before me on this ____ day of _____, 2011 by **Andrea Gardner** City Manager of the City of Copperas Cove, a Texas Municipal Corporation, on behalf of said Municipal Corporation.

Notary Public, State of Texas

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF CORYELL §

The above instrument titled "Agreement for Utility Easement" to which this Acknowledgment is attached was acknowledged before me on this ____ day of _____, 2011 by Donald R. Clauson, an individual, on behalf of Copperas Cove Storage, LLC.

Notary Public, State of Texas

ACCEPTED:

The CITY OF COPPERAS COVE

By:

Andrea Gardner, City Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF CORYELL §

The above instrument titled "Agreement for Utility Easement" to which this Acknowledgment is attached was acknowledged before me on this ____ day of _____, 2011 by **Andrea Gardner** City Manager of the City of Copperas Cove, a Texas Municipal Corporation, on behalf of said Municipal Corporation.

Notary Public, State of Texas

Date: 04/19/2011

Contact: Andrea Gardner, City Manager

Information

SUBJECT

Consideration and action on authorizing the City Manager to release funds for the reimbursement to Jack Bowen for the cost of constructing a fence adjacent to City property known as Ogletree Gap Park.

Andrea M. Gardner, City Manager

BACKGROUND/HISTORY

In August 2010, Mr. Jack Bowen contacted the City Manager regarding the trespassing and illegal dumping on private property. At the time, Mr. Bowen requested the City authorize the construction of a new fence along the property line to prevent such activity. The City Manager informed Mr. Bowen, the request must be placed in writing and would require City Council approval through a budget amendment.

FINDINGS/CURRENT ACTIVITY

On October 28, 2010, Mr. Jack Bowen presented the City Manager with an invoice for construction of a fence totaling 2,840 feet by Big Valley Development LTD for a total cost of \$9,230.00. Mr. Bowen was informed the item would be placed on a future budget amendment for Council consideration.

City staff requests the Council consider reimbursement of the \$9,230.00 less the cost associated with the brush removal from the area of construction (\$1,800.00), leaving a reimbursement to Mr. Bowen of \$7,430.00. Any funds appropriated in excess of the reimbursement amount will be returned to fund balance.

ACTION OPTIONS/RECOMMENDATION

City staff recommends Council take action on the request to reimburse funds to Mr. Jack Bowen.

Fiscal Impact

Funds available Y/N?: N

FINANCIAL IMPACT:

The item was included in the budget amendment presented on 4/5/11 as a public hearing and on 4/19/11 as a public hearing and action for the total cost of \$9,230.00. If staff's request is granted to reduce the reimbursement by \$1,800.00, the amount of the reimbursement will be \$7,430.00.

Attachments

Link: [Pictures and Invoice](#)

Jimmie Cummings

151 C. R. 432

Jonesboro, TX 76538

Home - 254-386-5644

-:-

Mobile - 254-248-2490

Big Valley Development LTD 10-28-10

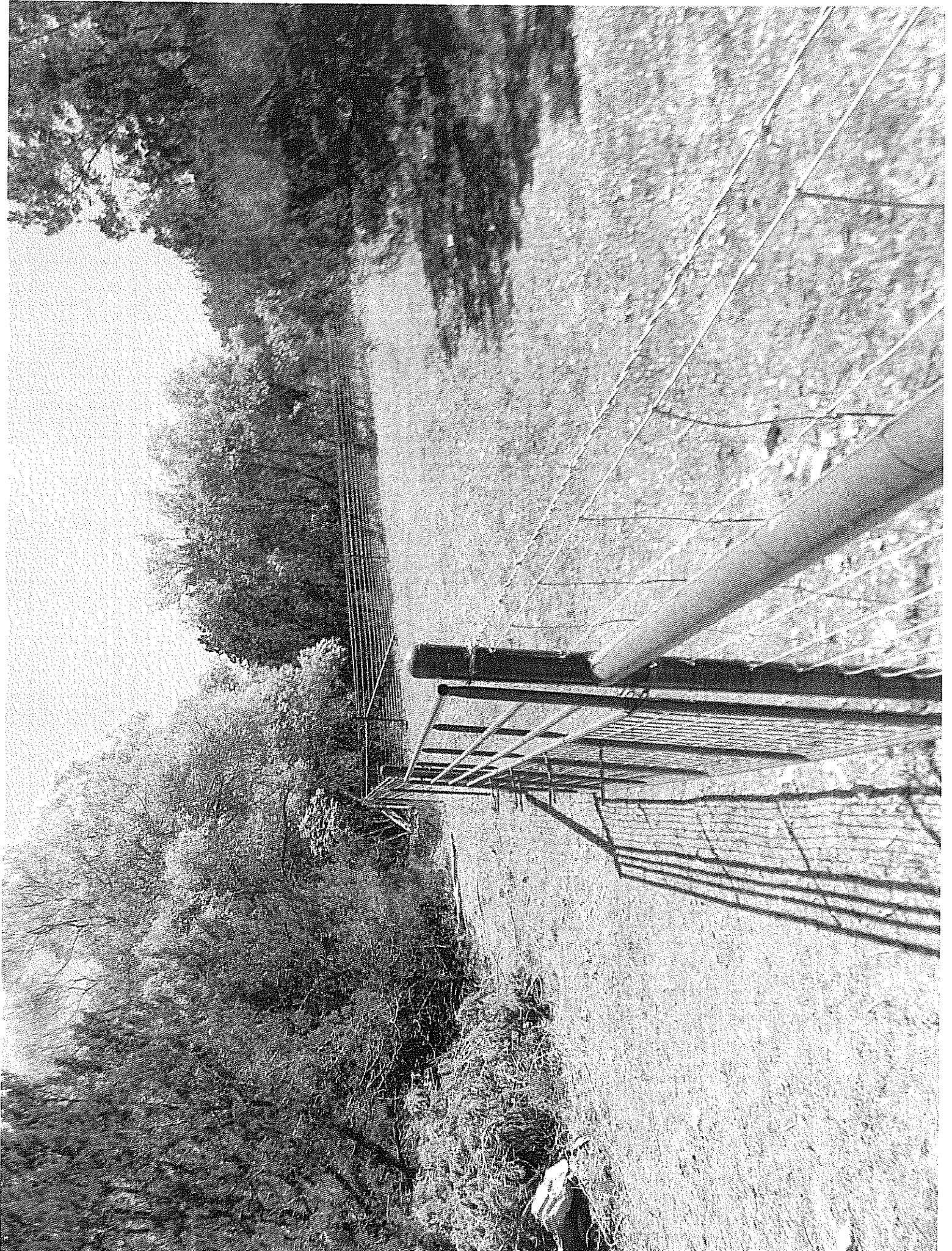
2840 Ft Fence & DOZING Mat & 1 Barb
@ 3.25 per Foot

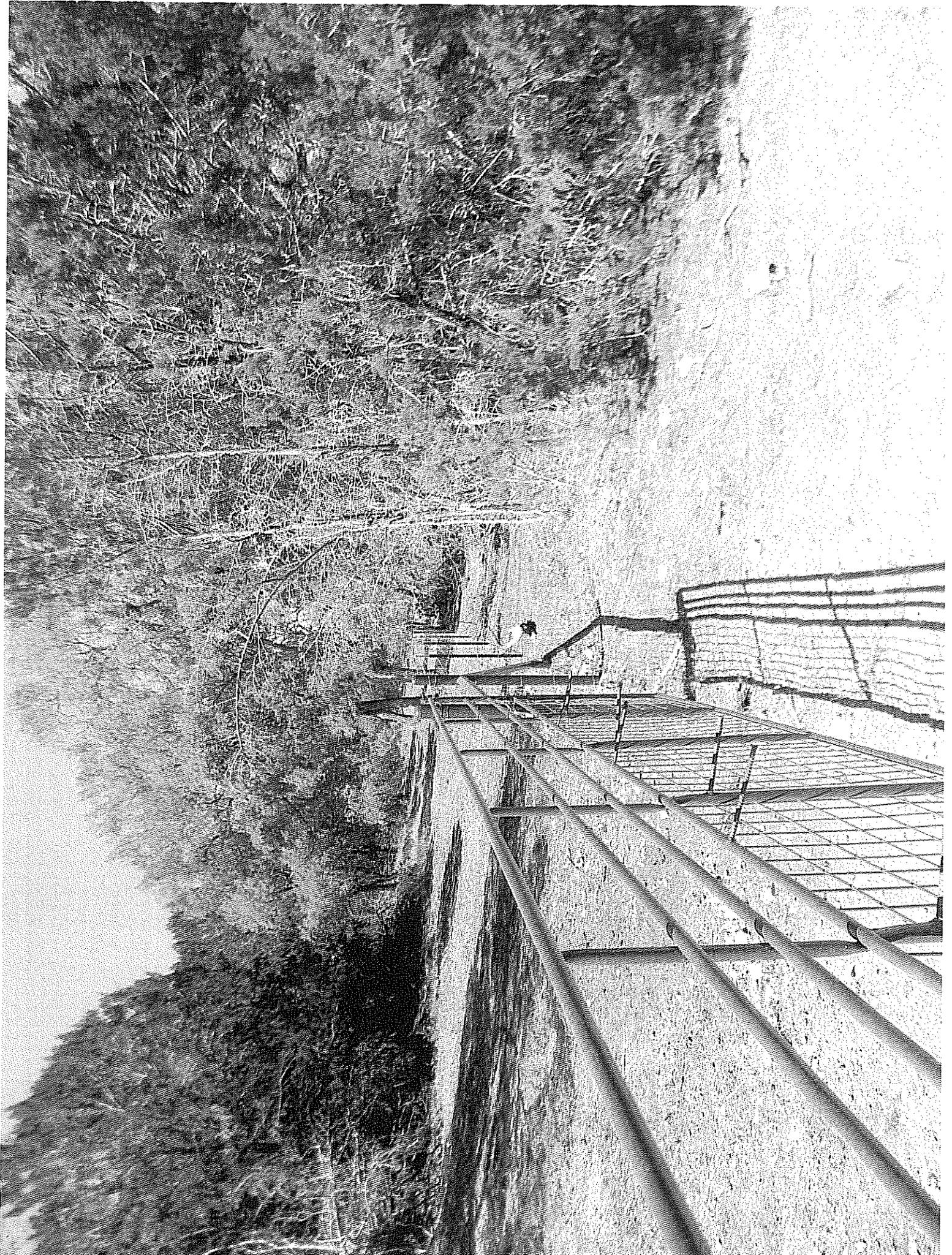
9230⁰⁰

JJC

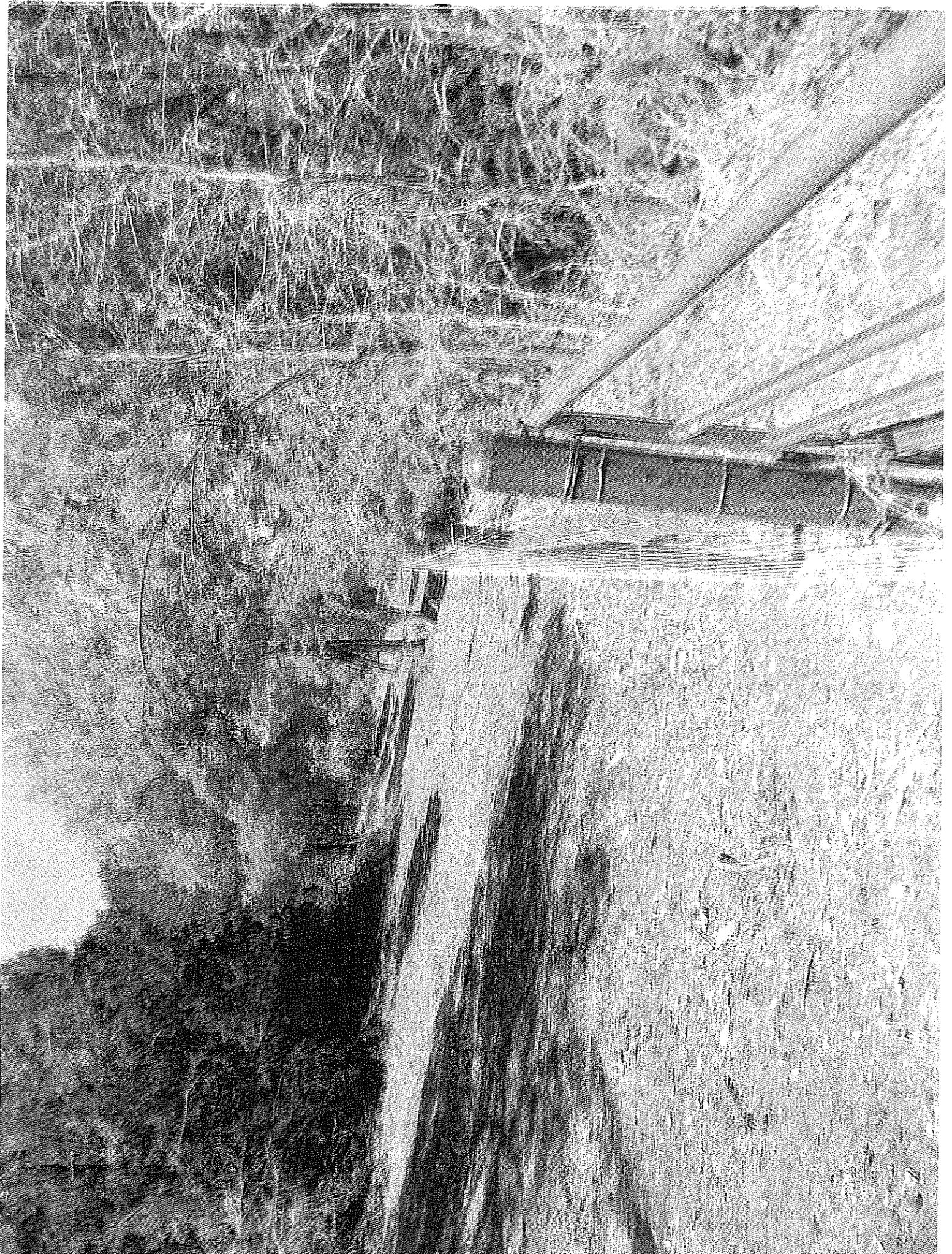
* bill for fence out at
Ogetree gap - replacement











Date: 04/19/2011

Contact: Andrea Gardner, City Manager

Information

SUBJECT

Consideration and action on authorizing the City Manager to enter into an agreement for Planning Services with Stewart Planning Consulting, LLC. **Andrea M. Gardner, City Manager**

BACKGROUND/HISTORY

On November 30, 2009, an agreement for planning services was executed with Espey Consultants to provide City staff with consultation on various planning issues.

FINDINGS/CURRENT ACTIVITY

On April 14, 2011, Chris Stewart of Espey Consultants notified the City Manager that notice was provided to Espey Consultants regarding the employment with the firm. Therefore, the City Manager inquired as to Mr. Stewart's intentions and upon learning that Mr. Stewart planned to provide planning services through a newly formed company, negotiations began.

In an effort to reduce expenses in all areas possible without negatively impacting the services provided to the community, City staff recommends the Council consider executing the attached agreement with Stewart Planning Consulting, LLC.

ACTION OPTIONS/RECOMMENDATION

City staff recommends the City Council authorize the City Manager to execute an agreement for planning services with Stewart Planning Consulting, LLC.

Attachments

Link: [Stewart Agreement](#)

PROFESSIONAL PLANNING SERVICES AGREEMENT

This Consulting Services Agreement (this “Agreement”) is made and entered into by and between STEWART PLANNING CONSULTING, LLC, a Texas limited liability (“Consultant”), and the CITY OF COPPERAS COVE, a Texas municipality (“Client”), sometimes together referred to as the “parties” and singularly as a “party.”

1. SERVICES

Client agrees to engage Consultant for the execution of the following professional planning consulting services (the “Services”):

A. Review applications for development permits, comprehensive plan amendments, appeals, change of zoning, annexation, development agreements, planned unit developments, planned development districts, requests for variances, regulatory text amendments, and subdivision plats. The deliverable for this service shall be a report of findings and a recommendation for action.

B. Maintain reasonable on-call availability during normal business hours to respond to Client staff and development applicant requests.

C. Provide consultation to Client staff and applicants, either in person, or via email or phone.

D. Attend and participate in meetings with Client staff and applicants.

E. Attend and participate in City Council, Planning and Zoning Commission, and Board of Adjustment and Development Review Committee meetings.

F. Attend and participate in meetings with other governmental agencies regarding matters of concern to the Client.

G. Prepare written reports and memoranda.

H. Prepare and maintain GIS data related to zoning, land use, and annexation.

Consultant agrees to perform the work hereunder in accordance with generally accepted standards applicable thereto and shall use a degree of care and skill commensurate with the local planning profession in compliance with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the work to be performed hereunder.

2. CLIENT RESPONSIBILITIES

Client agrees to perform the following in a timely manner:

A. Furnish Consultant with all reports, studies, background case information, and similar information in its possession relating to the project(s) for which the Services are required (the "Project(s)"). Unless otherwise specified, Consultant may rely upon Client-furnished information without independent verification.

B. Designate a single representative for the Project(s) who will have the authority to issue instructions, receive information, interpret, and define Client's policies, and make decisions with respect to the Services.

C. Provide all criteria and full information related to Client requirements for the Project(s), attend Project-related meetings, provide interim reviews, make decisions on Project alternatives, and generally participate in the Project(s) to the extent necessary to allow the Consultant to perform the Services.

D. Provide Consultant with safe and legal access to any premises necessary for Consultant to provide the Services.

Consultant shall not be responsible for delays in performing the Services due to Client's failure to perform under this section.

2. COMPENSATION

In full consideration for the performance of the Services hereunder, and for any rights granted or relinquished by Consultant under this Agreement, Client agrees to pay Consultant as follows:

A. Client will pay to Consultant the following (the "Fees"):

- | | | |
|-----|--|-------------------|
| (1) | On-site services up to five hours: | \$460.00 flat fee |
| (2) | On-site services exceeding five hours: | \$785.00 flat fee |
| (3) | All other services: | \$85 per hour |

B. In addition to the Fees, Company will reimburse Consultant for all out-of-pocket expenses incurred in connection with the performance of the Services.

C. The Fees and expenses will be invoiced to Consultant. Invoiced amounts are due and payable within 30 days of receipt. Payment shall be made to Consultant by Electronic funds transfer. Payments received more than thirty (30) days after the invoice

date will be subject to a late charge of one percent (1%) per month. Consultant reserves the right to stop work on the Project should an invoice not be paid in full within sixty (60) days of Client receiving the invoice.

3. TERM

This Agreement is effective on the Effective Date (see below) and will continue until terminated pursuant to section 7 below.

4. INDEPENDENT CONTRACTOR RELATIONSHIP

Consultant's relationship with Client will be that of an independent contractor. Consultant will have sole control of the manner and means of performing under this Agreement and Consultant will complete it according to Consultant's own means and methods of work. Consultant, not employer, will direct the performance of Consultant's agents and employees. Nothing in this Agreement should be construed to create any other type of business association, including but not limited to a partnership, joint venture, or employer-employee relationship. Consultant will be free to contract for similar services to be performed for other employers while Consultant is under contract with Client. Consultant is not to be considered an agent or employee of Client and is not entitled to participate in any pension plans, bonus, stock, or similar benefits that Client may provide for its employees. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of Consultant.

5. OWNERSHIP OF WORK PRODUCT

All documents prepared by Consultant, including original drawings, cost estimates, technical specifications, reports and other data, shall be the property of Client. All drawings, charts, calculations, plans, specifications and other data prepared under or pursuant to this Agreement shall be made available, upon request, to Client, without restriction or limitation on the further use of such materials provided, however, that such materials are not intended or represented to be suitable for reuse by Client or others. Any reuse without prior verification or adaptation by Consultant for the specific purpose intended will be at Client's sole risk and without liability to Consultant. Where applicable, Consultant shall retain all preexisting proprietary rights in the materials provided to Client but shall grant to Client a nonexclusive, perpetual, royalty-free license to use such proprietary information solely for the purposes for which the information was provided. Consultant may, at Consultant's expense, have copies made of the documents or any other data furnished to Client under or pursuant to this Agreement.

6. INSURANCE AND LIABILITY

Consultant shall obtain and maintain, throughout the term of this Agreement, insurance of the types in the minimum amounts set forth below.

Consultant shall furnish, upon request, certificates of insurance to the Client evidencing compliance with insurance requirements. Certificates shall indicate name of Consultant, the name of the insurance company, the policy number, the term of coverage, and limits of coverage. The Consultant shall obtain such insurance from such companies having a Bests rating of B+/VII or better, licensed or approved to transact business in the state in which the Services shall be performed, and Consultant shall obtain such insurance of the following types and minimum limits:

A. Commercial General Liability insurance, including coverage for Products/Completed Operations, Blank Contractual Contractors' Protective Liability Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage, with limits of not less than:

\$2,000,000	General aggregate limit
1,000,000	Each occurrence, combined single limit
1,000,000	Aggregate Products, combined single limit
1,000,000	Aggregate Personal Injury/Advertising Liability
50,000	Fire Legal Liability
5,000	Premises Medical

B. Business Automobile Liability coverage applying to owned, non-owned, and hired automobiles with limits of not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

C. Umbrella Excess Liability insurance written as excess of Employer's Liability, with limits of not less than \$1,000,000 each occurrence combined single limit.

Under no circumstance will Consultant be liable for any loss, damage, or liability arising from any negligent act, error, or omission by Client, its subcontractors, agents, staff, or consultants that cause any injury of damages to any person or property.

7. TERMINATION

A. Either party may terminate this Agreement for any reason or no reason after providing the other party with fourteen (14) days written notice.

B. If either party is in material breach of any provision of this Agreement (including but not limited to Client's obligation to make the payments required hereunder), the non-defaulting party may suspend performance under this Agreement after providing seven (7) days written notice of its intention to do so. In the event that either party provides the other with a seven (7) day notice under this provision, the

Agreement will be considered terminated at the end of the seven day period if the defaulting party has not fully cured or, in the reasonable judgment of the noticing party, has not made a good faith effort to fully cure such default.

C. Upon termination, Client agrees to and shall pay Consultant for all services rendered and expenses incurred prior to the expiration of the termination notice period, plus any expenses of termination. Any payments for services rendered or expenses incurred owed to Consultant will be due 10 days after termination.

8. MISCELLANEOUS

A. This Agreement contains the sole and entire agreement between the parties and supersedes any and all other agreements between the parties. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any representations inducing the execution and delivery of this Agreement, except such representations as are specifically set forth in this Agreement. Each of the parties acknowledges that such party has relied on such party's own judgment in entering into this Agreement. The parties further acknowledge that any statements or representations that may have previously been made by either of them to the other are void and of no effect and that neither of them has relied thereon in connection with such party's dealings with the other.

B. A waiver or modification of this Agreement or of any covenant, condition, or limitation in this Agreement will not be valid unless in writing and executed by the party to be charged. Evidence of any waiver or modification will not be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this agreement, or the rights or obligations of any party under this agreement, unless the waiver or modification is in writing, executed by the party to be charged. The parties further agree that the provisions of this paragraph may not be waived except as set forth in this Agreement. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

C. The parties agree that it is their intention and covenant that this Agreement, performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and under and pursuant to the laws of the State of Texas. The parties further agree that the county in which Client is located will be the venue for any legal proceeding pursued in connection with this Agreement.

D. This Agreement will be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representatives, successors, and assigns.

E. This Agreement shall not be terminated by the merger or consolidation of Client into or with any other entity.

F. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

G. Any and all notices, demands, or other communications required or desired to be given hereunder by any party – with the exception of Consultant’s invoices to Client – shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to Consultant:

Christopher M. Stewart
Stewart Planning Consulting, LLC
4132 Lawless Street
Austin, Texas 78723

If to Client:

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

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

H. In case any one, or more, of the provisions of this Agreement are found for any reason to be invalid, that provision shall be severed from this Agreement, and the rest of this Agreement shall remain in full force and effect as if the severed provision had never been part of this Agreement.

I. Should any litigation or arbitration be commenced between the parties concerning the rights or obligations of the parties under this Agreement, the party prevailing in such litigation or arbitration shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for its attorneys’ fees and costs in such litigation, including any attorneys’ fees and costs incurred in enforcing any judgment.

The obligation to reimburse amounts incurred in enforcing any judgment shall survive such judgment and shall not be deemed merged into any judgment.

J. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

K. The parties understand and agree that this Agreement will be enhanced by the timely resolution of any disputes or disagreements between the parties. Unless otherwise noted, except as provided herein, no civil action with respect to any dispute, claim, or controversy arising out of or relating to this Agreement may be commenced until:

(1) The parties attempt in good faith to resolve through negotiation any dispute, claim, or controversy arising out of or relating to this Agreement. Either party may initiate negotiations by providing written notice to the other party, setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within five business days with a statement of its position on and recommended solution to the dispute. If the dispute is not resolved by this exchange or correspondence, then representatives of each party with full settlement authority will meet at a mutually agreeable time and place within ten business days of the date of the initial notice in order to exchange relevant information and perspectives and to attempt to resolve the dispute.

(2) If the dispute is not resolved by negotiations, the parties will mediate in good faith any dispute regarding any and all claims or controversies that arise in connection with the interpretation, scope, and/or enforcement of this Agreement. Either party may initiate mediation by providing written notice in letter form to the other party, expressing a desire to mediate on a particular date with a particular mediator. The recipient of such notice will respond in writing within ten business days. If, within ten days after receipt of the written notice, the recipient does not agree to attend mediation or fails without good cause to attend a scheduled mediation of the controversy, the party requesting mediation will be released from the obligation to mediate. If the Parties cannot agree on a mediator within 20 days after the recipient's receipt of notice, the Parties agree to mediate the dispute at the Dispute Resolution Center, presently located at 5407 North IH35, Suite 410, Austin, Texas 78723, or its successor.

(3) Notwithstanding the dispute resolution provisions above, a party seeking preliminary or temporary injunctive relief may, in connection therewith, proceed before a court of competent jurisdiction for such purpose without regard to the provisions above.

L. Notwithstanding the deadlines set forth in this Agreement or agreed to by the parties from time to time, the parties shall not be responsible for any delays or deadlines missed and the parties shall not be in default under this Agreement to the extent such delay or default is caused by factors or forces outside of the parties' reasonable

control; provided, however, that a party shall promptly inform the other of the reason or reasons for such delay or default.

M. This Agreement may not be assigned by either party without the prior written consent of the other, and any such purported assignment shall be void.

N. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

O. Notwithstanding general rules of construction, the parties acknowledge that they were given an equal opportunity to negotiate the terms and conditions contained in this Agreement, and agree that the identity of the drafter of this Agreement is not relevant to any interpretation of the terms and conditions of this Agreement.

P. The rights and obligations of the parties hereto which by their nature must survive termination or expiration of this Agreement in order to achieve its fundamental purposes.

(Party Signature Page Follows)

CONSULTANT:

STEWART PLANNING CONSULTING, LLC,
a Texas limited liability company

By: _____
CHRISTOPHER STEWART, Managing Member

Date signed: _____

CLIENT:

CITY OF COPPERAS COVE,
a Texas municipality

By: _____

Name: _____

Title: _____

Date signed: _____