



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

An agenda information packet is available for public inspection in the Lobby of City Hall and may be viewed on the City's Web Page, www.ci.copperas-cove.tx.us, under the "Government" tab.

Notice is hereby given that a **Workshop Council Meeting** of the City of Copperas Cove, Texas, will be held on **August 16, 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. Discussion on City Council recommended changes to FY 2012 Proposed Budget. **Andrea M. Gardner, City Manager**
2. Direction to staff on item C-1. **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 _____, August 12, 2011, on the glass front door of City Hall, a place convenient and readily accessible to the general public at all times.

Jane Lees, TRMC, CMC
City Secretary

City Council Workshop

C. 1.

Meeting Date: 08/16/2011

Subject

Discussion on City Council recommended changes to FY 2012 Proposed Budget. **Andrea M. Gardner, City Manager**

Attachments

[Workshop Presentation](#)



FY 2012 PROPOSED BUDGET



FOLLOW-UP OF PREVIOUS ITEMS

City Council Reductions

- Professional Development (Travel) Accounts
 - Each Council member has \$2,000 budgeted and the Mayor has \$4,500 budgeted
 - City Manager – 38% reduction in Professional Development
 - If using the same percentage:
 - Council members would have \$1,240
 - Mayor would have \$2,790

Water/Sewer Rate Impact

- Water - Residential

- Average monthly usage 6,670 gallons
- Rate increase \$0.09/1,000 gallons
- Average monthly increase \$0.60

- Sewer - Residential

- Average monthly usage 4,654 gallons
- Rate increase \$0.40/1,000 gallons
- Average monthly increase \$1.86

Compressed Workweek

- City Council Direction

CHANGES TO THE PROPOSED BUDGET

Changes to the Proposed Budget General Fund

| | | |
|---------------------------------------|---------------|--------------------|
| Beginning Fund Balance | | \$4,720,291 |
| Revenues | | |
| Miscellaneous | TIFMAS Reimb. | 20,032 |
| Miscellaneous | CAPP Reimb. | 19,316 |
| Total Revenues | | 39,348 |
| | | |
| Revised Beginning Fund Balance | | \$4,759,639 |

Changes to the Proposed Budget General Fund

| | | |
|----------------------------------|---|---------------------|
| Total Revenues – Proposed | | \$14,150,724 |
| Revenues | | |
| Current Ad Valorem Taxes | CCAD Certified Appraisal | (75,804) |
| Current Ad Valorem Taxes | LCAD Certified Appraisal | (35,325) |
| Current Ad Valorem Taxes | Proposed Effective Tax Rate | 41,879 |
| Charges for Services | Multiple Sources | 69,945 |
| Miscellaneous | Coryell County - Senior Center Operations | 2,500 |
| Miscellaneous | Coryell County - Senior Center Utilities | 1,500 |
| Miscellaneous | CCISD Liaison Funding | (850) |
| Total Revenues | | 3,845 |
| Total Revenues – Revised | | \$14,154,569 |

Changes to the Proposed Budget General Fund

| Total Expenditures – Proposed | | \$15,133,903 |
|--------------------------------------|--|---------------------|
| Expenditures | | |
| City Secretary | November 2011 Election | 10,000 |
| Police-Services | Reduced CCISD Liaison Revenue | (850) |
| Emergency Management | First Call Network | 2,875 |
| Street | Street Maintenance | (17,000) |
| Library | Library Assistant II/Children's Specialist | 12,894 |
| Non-Departmental | USO Allocation | (2,500) |
| Non-Departmental | HCCAA Allocation | 2,500 |
| Non-Departmental | HOP Allocation Savings | (7,146) |
| Non-Departmental | Removal of New SAFER Grant Match | (50,000) |
| Total Expenditures | | (49,227) |
| | | |
| Total Expenditures – Revised | | \$15,084,676 |

Changes to the Proposed Budget

General Fund

| | Proposed | Changes | Proposed with Changes |
|---------------------------------|-------------|----------|-----------------------|
| Beginning Fund Balance | \$4,720,291 | \$39,348 | \$4,759,639 |
| Revenues | | | |
| Taxes | 10,605,700 | (69,250) | 10,536,450 |
| Charges for Services | 1,115,130 | 69,945 | 1,185,075 |
| Miscellaneous | 339,120 | 3,150 | 342,270 |
| Other Revenues | 2,090,774 | | 2,090,774 |
| Total Revenues | 14,150,724 | 3,845 | 14,154,569 |
| Expenditures | 15,133,903 | (49,227) | 15,084,676 |
| Ending Fund Balance | 3,737,112 | | 3,829,532 |
| Ideal Fund Balance | 3,723,741 | | 3,715,684 |
| Over/(Under) Ideal Fund Balance | 13,371 | | 113,848 |

Changes to the Proposed Budget Water/Sewer Fund

| | | |
|----------------------------------|--|--------------------|
| Total Revenues – Proposed | | \$9,604,814 |
| Revenues | | |
| Charges for Services | Credit card convenience fee for phone payments | 7,000 |
| Charges for Services | Disconnect Fee | 6,000 |
| Charges for Services | Composting Revenue | (16,000) |
| Total Revenues | | (3,000) |
| Total Revenues – Revised | | \$9,601,814 |

Changes to the Proposed Budget Water/Sewer Fund

| | | |
|--------------------------------------|----------------------------------|---------------------|
| Total Expenditures – Proposed | | \$10,085,152 |
| Expenditures | | |
| Public Works Admin | Worker’s Comp Insurance increase | 503 |
| Non-Departmental | Bond Issuance Costs | (16,503) |
| Total Expenditures | | (16,000) |
| | | |
| Total Expenditures – Revised | | \$10,069,152 |

Changes to the Proposed Budget Water/Sewer Fund

| | Proposed | Changes | Proposed with Changes |
|---------------------------------|-------------|----------|-----------------------|
| Beginning Fund Balance | \$1,228,604 | | \$1,228,604 |
| Revenues | 9,604,814 | (3,000) | 9,601,814 |
| Expenditures | 10,085,152 | (16,000) | 10,069,152 |
| Ending Fund Balance | 748,266 | | 761,266 |
| | | | |
| Ideal Fund Balance | 1,674,474 | | 1,670,474 |
| Over/(Under) Ideal Fund Balance | (926,208) | | (909,208) |

Changes to the Proposed Budget Solid Waste Fund

| | Proposed | Changes | Proposed with Changes |
|---------------------------------|-------------|---------|-----------------------|
| Beginning Fund Balance | \$1,009,134 | | \$1,009,134 |
| Revenues | 3,065,862 | 17,020 | 3,082,882 |
| Expenditures | 3,263,882 | 503 | 3,264,385 |
| Ending Fund Balance | 811,114 | | 827,631 |
| | | | |
| Ideal Fund Balance | 759,364 | | 759,489 |
| Over/(Under) Ideal Fund Balance | 51,751 | | 68,142 |

Changes to the Proposed Budget Drainage Fund

| | Proposed | Changes | Proposed with Changes |
|------------------------|-----------|-----------|-----------------------|
| Beginning Fund Balance | \$793,118 | \$179,125 | \$972,243 |
| Revenues | 876,500 | | 876,500 |
| Expenditures | 767,206 | 179,125 | 946,331 |
| Ending Fund Balance | 902,412 | | 902,412 |

The Drainage Department increased by \$503,
but the Non-Departmental decreased by \$503.

Changes to the Proposed Budget Hotel Occupancy Tax Fund

| | Proposed | Changes | Proposed with Changes |
|------------------------|-----------|-----------|-----------------------|
| Beginning Fund Balance | (\$3,355) | | (\$3,355) |
| Revenues | 211,700 | | 211,700 |
| Expenditures | | | |
| Chamber of Commerce | | 121,000 | 121,000 |
| C.H.A.M.P.S. | | 20,000 | 20,000 |
| 2009 Tax Notes | 33,713 | | 33,713 |
| Contingencies | 174,632 | (174,632) | |
| Total Expenditures | 208,345 | (33,632) | 174,713 |
| Ending Fund Balance | - | | 33,632 |

Changes to Tax Notes

- General Fund

- Add Traffic Study - \$75,000

- Water/Sewer Fund

- Hogg Mountain - Increase from \$30,000 to \$32,500

Consideration of Pay Increase

| | COLA |
|------------------------|----------------|
| | 1.00% |
| General Fund Total | 90,510 |
| Water/Sewer Fund Total | 18,123 |
| Solid Waste Fund Total | 7,862 |
| Drainage Fund Total | 1,330 |
| Golf Course Fund Total | 2,381 |
| Total Costs | 120,206 |

FY 2011-2012 Budget

- City Council Direction
- Questions

City Council Workshop

C. 2.

Meeting Date: 08/16/2011

Subject

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



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OF THE
GOVERNING BODY OF
COPPERAS COVE, TEXAS**

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Notice is hereby given that a **Regular Council Meeting** of the City of Copperas Cove, Texas, will be held on **August 16, 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**
- 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 August 2, 2011. **Jane Lees, City Secretary**
 - 2. Consideration and action on approving minutes from the regular council meeting of August 2, 2011. **Jane Lees, City Secretary**
 - 3. Consideration and action on approving minutes from the special council meeting of August 4, 2011. **Jane Lees, City Secretary**

4. Consideration and action on approving minutes from the workshop council meeting of August 4, 2011. **Jane Lees, City Secretary**
5. Consideration and action on awarding a bid for Fuel Supply, Fuel Management and Automation System. **Tracy Molnes, Purchasing Officer**
6. Consideration and action on the appointment of an alternate City Secretary. **Jane Lees, City Secretary**
7. Consideration and action on authorizing the City Manager to execute an agreement with the Copperas Cove Independent School District (CCISD) for Policing Services. **Tim Molnes, Police Chief.**
8. Consideration and action on authorizing the City Manager to enter into an Inter-local Agreement with the Copperas Cove Independent School District to share facilities for recreational purposes. **Ken Wilson, Division Head of Parks & Leisure Services**

H. **PUBLIC HEARINGS/ACTION**

I. **ACTION ITEMS**

1. Consideration and action on an appointment of a new member to the Keep Copperas Cove Beautiful Commission. **Silvia Rhoads, Executive Director, Keep Copperas Cove Beautiful**
2. Consideration and action on appointments/reappointments of five (5) members to the Animal Shelter Advisory Committee and appointment of Chairperson. **Mike Heintzelman, Deputy Chief of Police**
3. Consideration and action on a resolution expressing intent to finance expenditures to be incurred for the purchase of land to provide access to Hog Mountain water tank. **Velia Key, Director of Financial Services**
4. Consideration and action on approval of the Copperas Cove Economic Development Corporation FY 2011-2012 Budget. **Polo Enriquez, CCEDC Executive Director**
5. Consideration and action on a resolution of the City Council of the City of Copperas Cove, Texas, ("City") approving a settlement between Atmos Energy Corporation's Mid-Tex Division ("Atmos") and Atmos Texas Municipalities ("ATM") resulting in no change in base rates and approving tariffs which reflect costs related to the steel pipe replacement program; finding the rates set by the attached tariffs to be just and reasonable; making other findings and provisions related to the subject; and declaring an effective date. **Andrea M. Gardner, City Manager.**
6. Consideration and action on authorizing the City Manager to enter into an agreement with Hill County Transit District (The HOP) allowing shelters to be located within City right-of-way. **Wesley Wright, P.E., Public Works Division Head/City Engineer**
7. Consideration and action on authorizing the City Manager to execute an Interlocal Agreement between the Capital Area Housing Finance Corporation and the City of Copperas Cove, Texas to authorize Capital Area HFC to loan funds to Copperas Cove Brookview Village Apartments under Capital Area HFC's 2011 Multifamily Developer Loan Program. **Andrea M. Gardner, City Manager**
8. Consideration and action on a resolution for the 2011 TML Annual Conference. **Andrea M. Gardner, City Manager**

9. Consider and take action on the adoption of a resolution supplementing Resolution No. 2010-37 adding two temporary construction easements to the amount of property to be acquired from Freddie A. and Joan Dewald, specifically described in "Exhibit A" attached to the proposed Resolution; establishing a public necessity and public use; authorizing the City Manager to negotiate the lease of the temporary easements throughout the duration of the Northeast Sewer Line (Eastside Infrastructure) Project and, if necessary, to initiate proceedings to acquire property interests through eminent domain. **Andrea M. Gardner, City Manager**
10. Consideration and action on a resolution authorizing and supporting the Friends of the Copperas Cove Public Library in the submission of a grant application to the Texas Veterans Commission for the purchase of a mobile computer lab. **Margaret Handrow, Library Director.**
11. Discussion on Section 8-9, Allowing high weeds, grass, rubbish, junk or other objectionable, unsightly or unsanitary matter on premises, of the City of Copperas Cove Code of Ordinances. **Danny Palmer, City Council Place 4**

J. REPORTS FROM OUTSIDE ENTITIES, ADVISORY COMMITTEES AND BOARDS

1. EDC update on active pending projects, the Business & Technology Park, street lights on Constitution, SE Bypass, Constitution Court and Heritage Plaza (Starbucks). **Polo Enriquez, CCEDC Executive Director.**

K. ITEMS FOR FUTURE AGENDAS

L. EXECUTIVE SESSION

1. Pursuant to Section 551.071 Consultations with Attorney and Section 551.074 Personnel Matters of the Open Meetings Act. Tex. Gov't Code, Council will meet in Executive Session to deliberate the salary of a public officer or employee – City Manager.
2. Pursuant to §551.087, Deliberation Regarding Economic Development Negotiations, of the Open Meetings Act, Tex. Gov't Code, Council will meet in Executive Session to deliberate the offer of a financial or other incentive to a business prospect - First Advisors, Inc.

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

N. ADJOURNMENT

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Jane Lees, TRMC, CMC
City Secretary

City Council Regular

G. 1.

Meeting Date: 08/16/2011

Subject

Consideration and action on approving minutes from the workshop council meeting of August 2, 2011.

Jane Lees, City Secretary

Attachments

[8-2-11 Workshop Minutes](#)

[8-2-11 Workshop Presentation](#)

CITY OF COPPERAS COVE
CITY COUNCIL WORKSHOP MEETING MINUTES
August 2, 2011 – 6:00 P.M.

A CALL TO ORDER

B ROLL CALL

Present: John Hull
Cheryl L. Meredith
Gary L. Kent
Kenn Smith
Jim Schmitz
Frank Seffrood

Absent: Charlie D. Youngs
Danny Palmer

Attendees: Andrea M. Gardner, City Manager
Jane Lees, City Secretary

C WORKSHOP ITEMS

1 Presentation and discussion of the proposed FY 2012 budget. Andrea M. Gardner, City Manager

The workshop was introduced by Ms. Gardner, followed by a presentation by Ryan Haverlah. Mr. Haverlah discussed the property tax rate components, effective tax rate, property tax debt requirements, rollback debt tax rate calculation and M&O tax rate calculation, and finally the total rollback tax calculation.

Also discussed were the changes in property tax revenue, the current tax rate compared to the effective tax rate and the options that the Governing body had for the proposed tax rate.

Other discussion included funding of the Library position, a compressed workweek, Council Professional Development expense account, and a Parks & Leisure Services consolidated comparison report.

A review of Other Funds followed, then Mr. Haverlah recapped the changes for the Council.

The full presentation is attached to and made a part of these minutes.

2 Discussion on tax rate. Andrea M. Gardner, City Manager

Discussion on this item took place with item C-1.

3 Direction to staff on items C-1 and C-2. **Andrea M. Gardner, City Manager**

The Council present concurred that staff should bring forth Option 2, the Effective Tax Rate to be considered.

Council requested to see a timeline on the Golf Course Effluent project.

Council Member Schmitz requested that staff explore the possibility of allocating HOT funds to assist for its share of the audit and also put funds into transfers to administration.

D **ADJOURNMENT** - There being no further business, Mayor Hull adjourned the meeting at 6:55 p.m.

John Hull, Mayor

ATTEST:

Jane Lees, City Secretary



FY 2012 PROPOSED BUDGET



Copperas Cove

PROPERTY TAX

City of Copperas Cove

An Overview of Property Tax Revenue

FY 2011-2012

Property Tax Rate Components

- Components of a Property Tax Rate

| |
|--|
| Maintenance & Operations Rate |
| + <u>Interest & Sinking (Debt) Rate</u> |
| TOTAL TAX RATE |

- Effective and Rollback Tax Rates

- Effective tax rate – a calculated rate that would provide the taxing unit with about the same amount of revenue it received in the year before, on properties taxed in both years.
- Rollback tax rate – a calculated maximum rate allowed by law without voter approval. The rollback rate provides the taxing unit with about the same amount of tax revenue it spent the previous year for day-to-day operations, plus an extra 8 percent increase for those operations plus sufficient funds to pay debts in the coming year.
- The debt rate is **not** subject to rollback provisions.

Source: “Truth-In-Taxation”, July 2011

Effective Tax Rate Calculation

| | | |
|--|-----------------|-----------------|
| Total Taxable Value (excludes tax ceilings) | | \$1,084,647,856 |
| Less taxable value of new improvements & new personal property | | \$34,282,440 |
| Less properties in territory annexed after January 1, 2008 | | \$ - |
| Equals 2011 Adjusted Taxable Value | | \$1,050,365,416 |
| Divide Adjusted 2009 taxes | \$8,023,814 | |
| By 2010 Adjusted Taxable Value | \$1,050,365,416 | |
| Equals | | \$0.007639 |
| Total Effective Tax Rate (per \$100 of value) | | \$0.7639 |

Property Tax Debt Requirements

| Issue | Principal | Interest | Total Debt Requirement |
|---------------------------------------|------------------|------------------|------------------------|
| 2003 Certificates of Obligation | 85,000 | 50,277 | 135,277 |
| 2005 General Obligation Refunding | 453,033 | 46,536 | 499,569 |
| 2006 General Obligation Refunding | 9,000 | 37,044 | 46,044 |
| 2006 Tax Notes | 170,000 | 13,697 | 183,697 |
| 2007 General Obligation Refunding | 6,000 | 53,840 | 59,840 |
| 2007 Certificates of Obligation | 35,000 | 207,047 | 242,047 |
| 2008 Tax Notes | 175,000 | 26,480 | 201,480 |
| 2008A Tax Notes | 135,000 | 31,949 | 166,949 |
| 2009 Tax Notes | 60,000 | 14,819 | 74,819 |
| 2009 General Obligation Bonds | 50,000 | 205,075 | 255,075 |
| 2010 General Obligation Bonds | 35,000 | 55,963 | 90,963 |
| 2010 Tax Notes | 110,000 | 16,619 | 126,619 |
| 2010 General Obligation Refunding | 338,225 | 49,334 | 387,559 |
| 2010A Tax Notes | 25,000 | 26,540 | 51,540 |
| LESS: Revenue from tax freeze revenue | | | (145,976) |
| Totals | 1,591,258 | 2,772,193 | 2,375,500 |

Rollback Debt Tax Rate Calculation

- Total debt to be paid with property tax revenue =
\$2,375,500 (Adjusted Debt)
- Adjusted Debt / 2011 Certified anticipated required
collection rate of 100%
- Equals Debt Adjusted for Collections = \$2,375,500
- Divide Debt Adjusted for Collections by Total Taxable
Value (excluding tax ceilings) = \$0.002190 X 100
- Equals Debt Tax Rate = \$0.2190

*This calculation includes existing debt payments and Proposed 2011
Tax Note Issue that is in the FY 2012 Proposed Budget.*

Rollback M & O Tax Rate Calculation

| | |
|---|-----------------|
| 2010 M & O tax rate/\$100 | \$0.5835 |
| 2010 Adjusted Taxable Value | \$1,049,055,419 |
| 2010 M & O taxes | \$6,121,238 |
| Plus taxes refunded for years preceding tax year 2010 | \$50,993 |
| Equals Adjusted M & O taxes | \$6,172,231 |
| Divide adjusted M & O taxes by 2011 adjusted taxable value | \$1,050,365,416 |
| Equals 2011 effective M & O rate/\$100 | \$0.5876 |
| 2011 Rollback M & O rate/\$100 (Effective M & O rate x 1.08) | \$0.6346 |

Total Rollback Tax Calculation

- With Total Debt \$2,375,500

(including 2011 Proposed Tax Note Issuance)

- Debt Rate = \$ 0.2190
- Plus M & O Rollback = \$ 0.6346
- Equals Total Rollback = \$ 0.8536

Changes in Property Tax Revenue

Preliminary Values – April 2011

| Identifier | Freeze Adjusted Taxable | Proposed Tax Rate | Total Tax Revenue |
|--|-------------------------|-------------------|---------------------------|
| Coryell County Values | 1,059,543,558 | 0.7600 | 8,052,531 |
| Lampasas County Values | 40,379,270 | 0.7600 | 306,882 |
| Non-Freeze Tax Levy | | | 8,359,413 |
| Freeze Tax Levy | | | 590,460 |
| Total Tax Levy | | | 8,949,873 |
| Collection Rate (applicable to M&O rate) | | | 99% |
| Anticipated Revenue from Levy | | | \$8,860,376 |
| Less Required For Debt Service | | | (2,521,476) |
| Total General Fund Tax Revenues (Page 21 Proposed Budget) | | | <u>\$6,338,900</u> |

Changes in Property Tax Revenue

Certified Values – July 25, 2011
M&O Rate - 0.5510 I&S Rate - 0.2190

| Identifier | Freeze Adjusted Taxable | Proposed Tax Rate | Total Tax Revenue |
|--|-------------------------|-------------------|----------------------------|
| Coryell County Values | 1,048,697,136 | .7600 | 7,970,098 |
| Lampasas County Values | 35,950,720 | .7600 | 273,225 |
| Non-Freeze Tax Levy | | | 8,243,324 |
| Freeze Tax Levy | | | 594,299 |
| Total Tax Levy | | | 8,837,623 |
| Collection Rate (applicable to M&O rate) | | | 99% |
| Anticipated Revenue from Levy | | | 8,749,246 |
| FY 2011 Proposed Tax Revenue | | | 8,860,376 |
| Total Tax Revenue Decrease from Proposed Budget | | | <u>\$ (111,130)</u> |
| Property Tax Revenue Decrease to M&O | | | \$ (111,130) |

Current Tax Rate Compared to ETR

Current Tax Rate = .7600

| Tax Revenue Calculation | M&O Rate | I&S Rate | Total Tax Rate | Property Tax Revenue |
|---|----------|----------|----------------|----------------------|
| Certified Values | .5410 | .2190 | .7600 | \$8,749,246 |
| Preliminary Values | .5437 | .2163 | .7600 | 8,860,375 |
| Property Tax Revenue Decrease (Preliminary vs. Certified) | | | | \$ (111,130) |

Effective Tax Rate = .7639

| Tax Revenue Calculation | M&O Rate | I&S Rate | Total Tax Rate | Property Tax Revenue |
|---|----------|----------|----------------|----------------------|
| Certified Values | .5448 | .2191 | .7639 | \$8,791,125 |
| Preliminary Values | .5437 | .2163 | .7600 | 8,860,375 |
| Property Tax Revenue Increase (Preliminary vs. Certified) | | | | \$ (69,250) |

Governing Body Options for Proposed Tax Rate

- Adopt a tax rate equal to current tax rate.
- Adopt a tax rate equal to the Effective Tax Rate.

Option 1 Impact on the General Fund

M&O Rate - 0.5410 I&S Rate - 0.2190

| Tax Rate | Estimated Beginning Fund Balance | FY 2011 Projected Revenues | FY 2011 Projected Expenditures | Projected Ending Fund Balance | Ideal Fund Balance | Over/(Under) Ideal Fund Balance |
|----------|----------------------------------|----------------------------|--------------------------------|-------------------------------|--------------------|---------------------------------|
| 0.7600 | 4,759,201 | 14,042,745 | 15,082,672 | 3,719,274 | 3,715,183 | 4,091 |

Option 2 Impact on the General Fund

M&O Rate - .5835 I&S Rate - .1765

| Tax Rate | Estimated Beginning Fund Balance | FY 2011 Projected Revenues | FY 2011 Projected Expenditures | Projected Ending Fund Balance | Ideal Fund Balance | Over/(Under) Ideal Fund Balance |
|----------|----------------------------------|----------------------------|--------------------------------|-------------------------------|--------------------|---------------------------------|
| 0.7639 | 4,759,201 | 14,084,624 | 15,082,672 | 3,761,153 | 3,715,183 | 45,970 |

Any changes to proposed expenditures will require "Ideal Fund Balance" to be recalculated. Changes included from those proposed on 7/19/11 are certified property values, part-time library position, eliminated grant match for new SAFER grant, and decrease in street maintenance of \$17,000 due to certified values.

Calculation of Appraisal District Fees

- Based on the total tax levy of each entity served.
 - Divide entity tax levy by total tax levy of all entities.
- Multiply percent calculated above for each entity by the total Appraisal District Budget.
- Equates to the fee for each entity.
- Appraisal District Fees are paid to both Lampasas Appraisal District and Coryell Appraisal District.
- Coryell is projecting a decrease – City's cost estimated to be \$161,692 in FY 2012 from \$165,464 in FY 2011 (2.3% decrease).
- Lampasas is projecting a slight increase – City's cost estimated to be \$3,500 in FY 2012 from \$3,498 in FY 2011 (<0.1% increase).

Discussion of the FY 2011-2012 Tax Rate

| | | |
|----------------------------------|----------|--------------|
| • Current Rate (Proposed Budget) | \$0.7600 | |
| | | \$ (111,129) |
| • Effective Tax Rate | \$0.7639 | |
| | | \$ (69,250) |
| • Rollback Tax Rate | \$0.8536 | |
| | | \$ 893,949 |

Not recommended



FY 2012 PROPOSED BUDGET



Copperas Cove

RECAP OF PREVIOUS BUDGET DISCUSSIONS

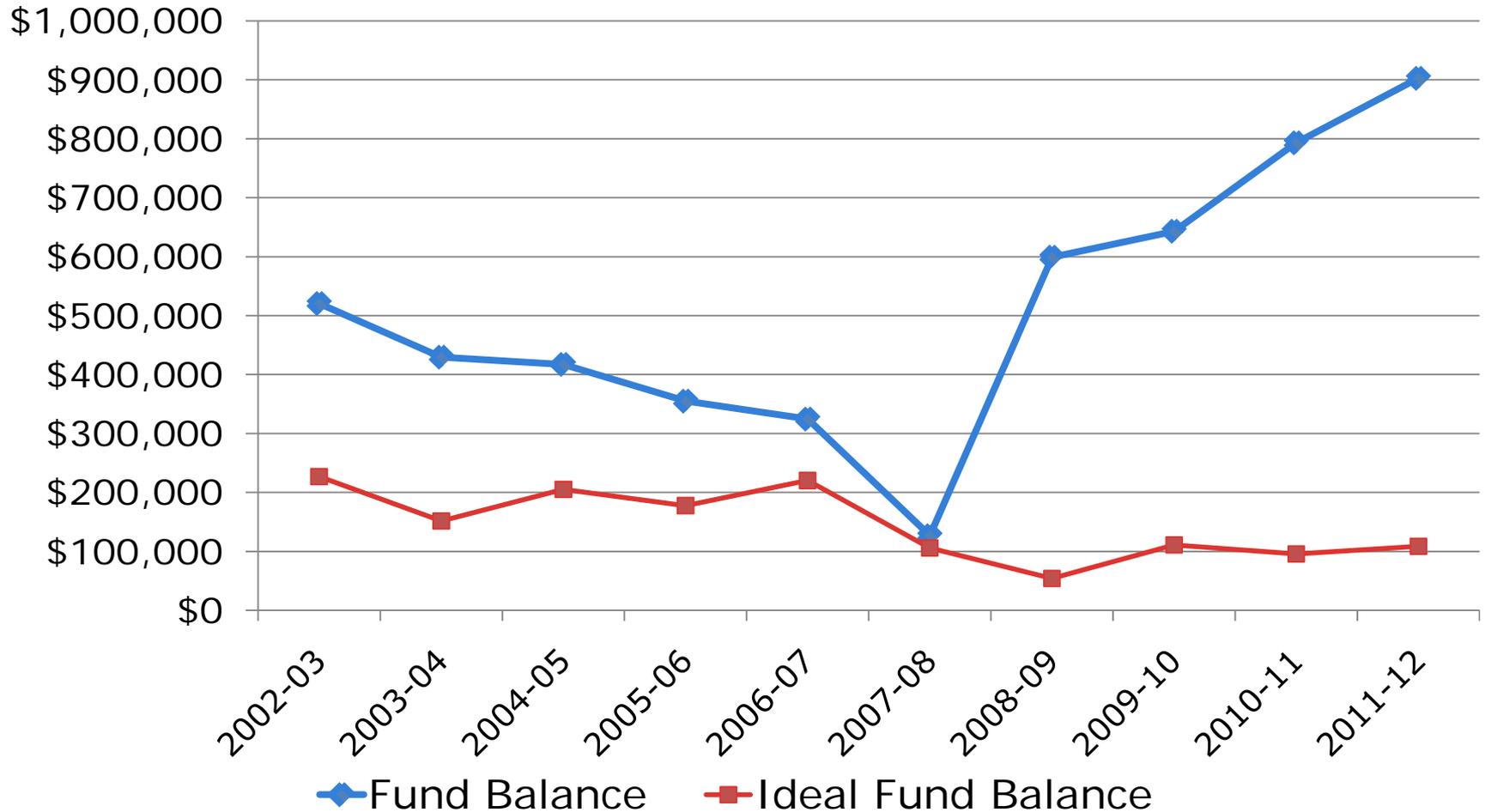
July 26th Council Workshop

- Library position funding
- Compressed Workweek – proposal coming by August 16th
- City Council Professional Development – proposal coming by August 16th
- Parks & Leisure Services – consolidated comparison report

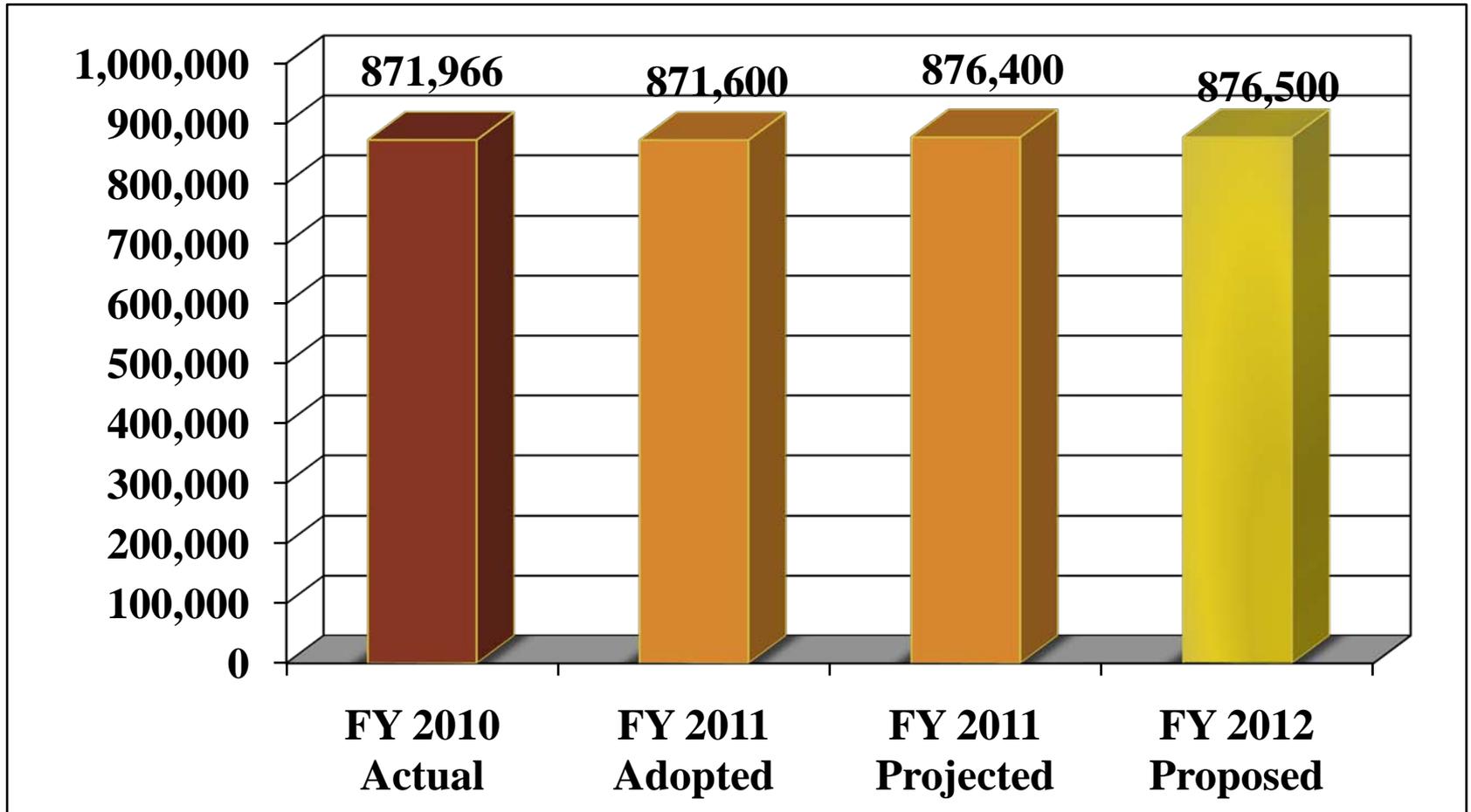
DRAINAGE UTILITY FUND

Drainage Utility Fund

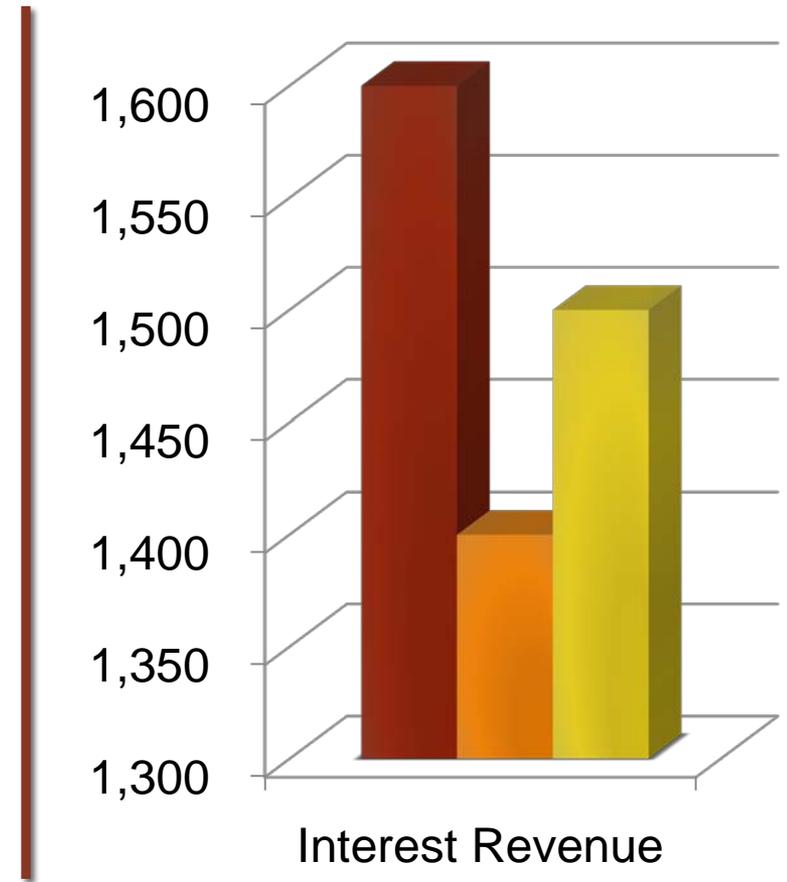
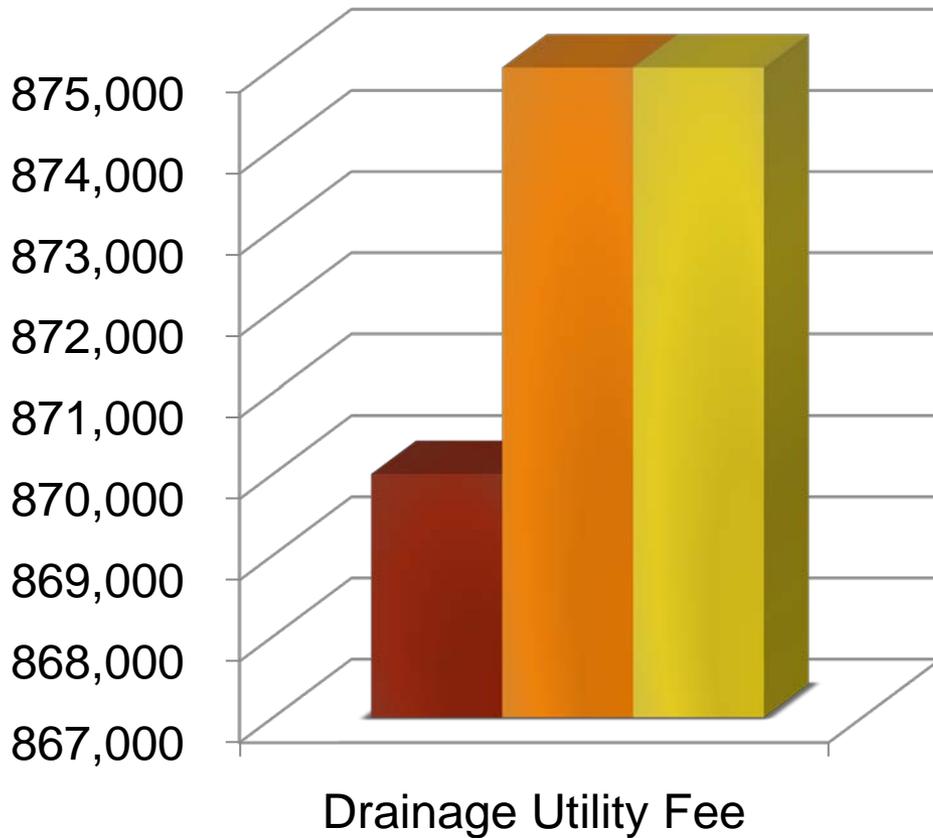
Fund Balance



Drainage Utility Fund Revenues



Drainage Utility Fund Revenue Comparison

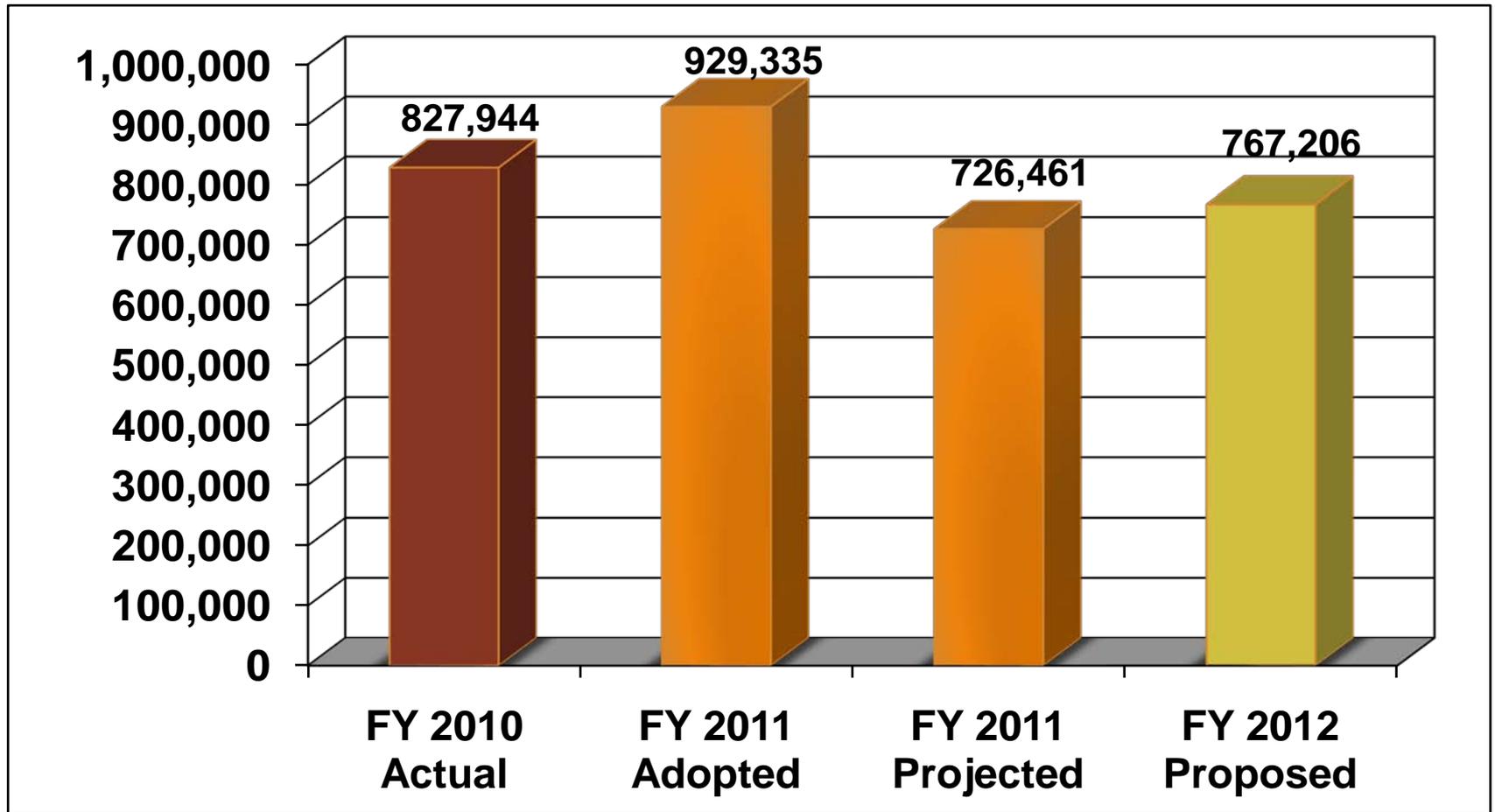


 FY 2010-11 Adopted

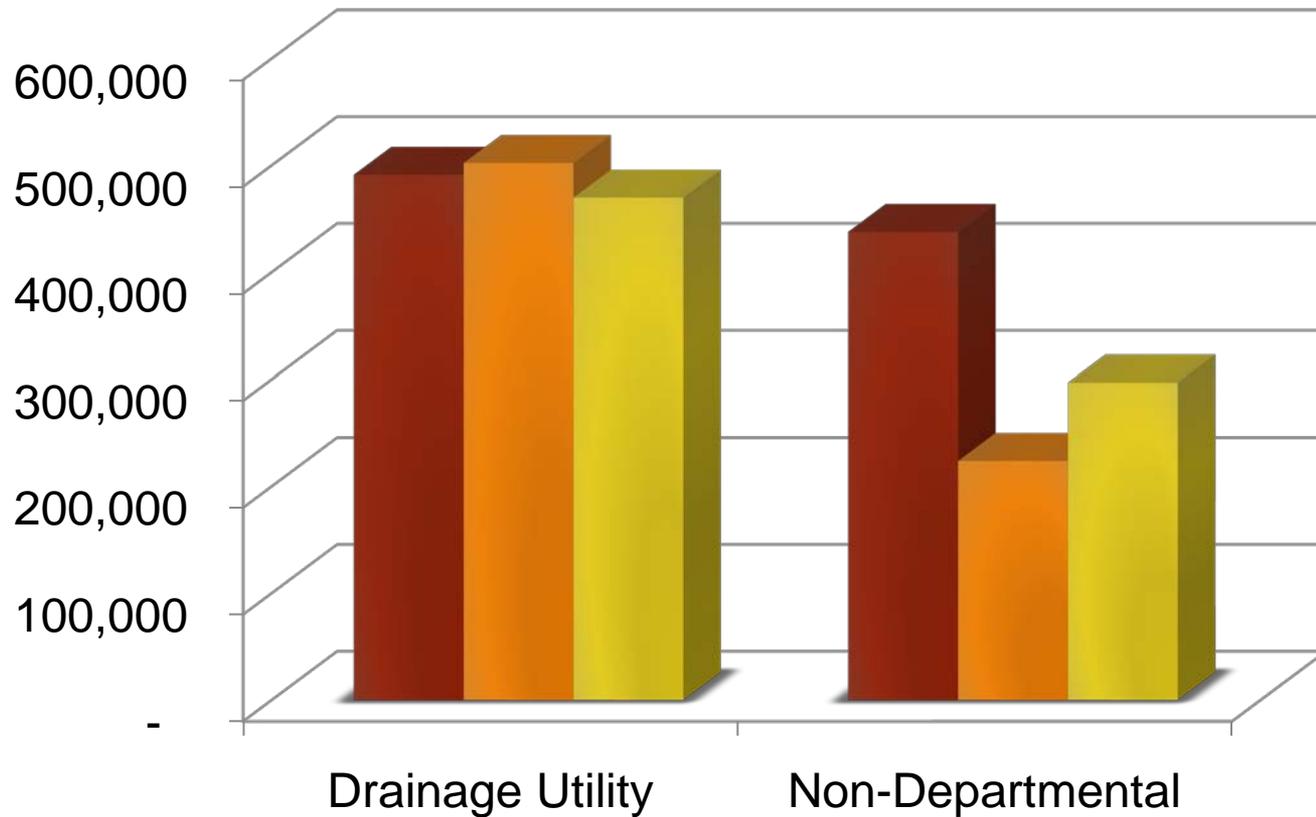
 FY 2010-11 Projected

 FY 2011-12 Proposed

Drainage Utility Fund Expenditures



Drainage Utility Fund Expenditure Comparison



 FY 2010-11 Adopted

 FY 2010-11 Projected

 FY 2011-12 Proposed

Drainage Utility Expenditures

| Category | Adopted FY 2011 | Proposed FY 2012 |
|-------------------------------|--------------------|---------------------|
| Salaries & Benefits | \$243,252 | \$251,282 |
| Supplies | 36,232 | 36,911 |
| Repairs & Maintenance | 22,608 | 22,829 |
| Contractual Services | 16,846 | 15,343 |
| Capital Lease Payments | 1,492 | - |
| Capital Outlay & Improvements | 170,949 | 143,646 |
| Total | \$491,379 | \$470,011 |

Non-Departmental Expenditures

| Category | Adopted FY 2011 | Proposed FY 2012 |
|----------------------|--------------------|---------------------|
| Contractual Services | 3,140 | 7,960 |
| Transfers Out | 100,000 | 100,000 |
| Debt Service | 334,816 | 189,235 |
| Total | \$437,956 | \$297,195 |

OTHER FUNDS

Interest and Sinking Fund

| | | |
|-------------------------------|-----------------------------|--------------------|
| Beginning Fund Balance | | \$1,989,807 |
| Revenues | | |
| | Ad Valorem Taxes | 2,521,476 |
| | Delinquent Ad Valorem Taxes | 15,000 |
| | Penalty & Interest | 12,000 |
| | Interest Revenue | 2,200 |
| | Other Financing Sources | 133,500 |
| Total Revenues | | 2,684,176 |
| Expenditures | | |
| | Debt Service | 4,539,081 |
| Total Expenditures | | 4,539,081 |
| Ending Fund Balance | | \$134,902 |

Library Gifts & Memorials Fund

| | | |
|-------------------------------|---------------------------|----------------|
| Beginning Fund Balance | | \$7,556 |
| Revenues | | |
| | Library Gifts & Memorials | 300 |
| | Interest Revenue | 5 |
| Total Revenues | | 305 |
| Expenditures | | |
| | Books | 850 |
| | Minor Equipment | 3,750 |
| | Dues & Subscriptions | 2,000 |
| | Genealogy Material | 1,081 |
| Total Expenditures | | 7,861 |
| Ending Fund Balance | | \$ - |

Hotel Occupancy Tax Fund

| | |
|-------------------------------|------------------|
| Beginning Fund Balance | (\$3,355) |
| Revenues | |
| Best Western | 47,000 |
| Luxury Inn | 6,700 |
| Cactus Lodge | 13,000 |
| Motel 8 | 25,500 |
| Relax Inn | 8,500 |
| Comfort Suites | 65,000 |
| Days Inn | 46,000 |
| Total Revenues | 211,700 |
| Expenditures | |
| 2009 Tax Notes | 33,713 |
| Contingencies | 174,632 |
| Total Expenditures | 208,345 |
| Ending Fund Balance | \$ - |

Hotel Occupancy Tax Fund

- HOT Committee Recommendation
 - C.H.A.M.P.S. (HOT Bowl): \$15,000

Animal Shelter Fund

| | |
|-------------------------------|-----------------|
| Beginning Fund Balance | \$17,676 |
| Revenues | |
| Shelter Donations | - |
| Interest Revenue | 10 |
| Total Revenues | 10 |
| Expenditures | |
| Vet Services | 17,686 |
| Total Expenditures | 17,686 |
| Ending Fund Balance | \$ - |

Court Efficiency Fund

| | |
|-------------------------------|-----------------|
| Beginning Fund Balance | \$12,375 |
| Revenues | |
| Court Efficiency Revenue | 2,550 |
| Interest Revenue | 25 |
| Total Revenues | 2,575 |
| Expenditures | |
| Supplies | 2,722 |
| Contractual Services | 3,775 |
| Total Expenditures | 6,497 |
| Ending Fund Balance | \$8,453 |

Court Technology Fund

| | |
|-------------------------------|-----------------|
| Beginning Fund Balance | \$40,860 |
| Revenues | |
| Court Technology Revenue | 20,300 |
| Interest Revenue | 130 |
| Total Revenues | 20,430 |
| Expenditures | |
| Supplies | 840 |
| Repairs & Maintenance | 14,128 |
| Contractual Services | 5,712 |
| Designated Expenses | 9,529 |
| Interest - 2011 Tax Notes | 710 |
| Total Expenditures | 30,919 |
| Ending Fund Balance | \$30,371 |

Court Security Fund

| | |
|-------------------------------|-----------------|
| Beginning Fund Balance | \$559 |
| Revenues | |
| Court Security Revenue | 15,885 |
| Interest Revenue | 15 |
| Total Revenues | 15,900 |
| Expenditures | - |
| Ending Fund Balance | \$16,459 |

Miscellaneous Funds

| Fund | Beginning Fund Balance | Revenues | Expenditures | Ending Fund Balance |
|-------------------------|-------------------------------|------------------|---------------------|----------------------------|
| Revolving Loan | \$74,000 | \$16,400 | \$ - | \$90,400 |
| City-Wide Donation | 24,726 | 10,725 | 35,451 | - |
| City-Wide Grant (SAFER) | 7,652 | 453,023 | 460,675 | - |
| FEMA Grant | 3,903 | - | 3,903 | - |
| Police State Seizure | 9,766 | 20 | 9,786 | - |
| Police Fed. Seizure | 2,104 | - | 2,104 | - |
| Law Enf. Block Grant | 7,109 | 10 | 7,119 | - |
| Fire Dept. Grants | 9,425 | 10 | 9,435 | - |
| Library Grants | 15,363 | 10 | 15,373 | - |
| Tobacco Grant | - | 1,500 | 1,500 | - |
| Total | \$154,048 | \$481,698 | \$545,346 | \$90,400 |

RECAP OF CHANGES

Changes to the Proposed Budget General Fund

| | | |
|---------------------------------------|---------------|--------------------|
| Beginning Fund Balance | | \$3,720,291 |
| Revenues | | |
| Miscellaneous | TIFMAS Reimb. | 20,032 |
| Miscellaneous | CAPP Reimb. | 18,878 |
| Total Revenues | | 38,910 |
| Revised Beginning Fund Balance | | \$3,759,201 |

Changes to the Proposed Budget General Fund

| | | |
|----------------------------------|---|---------------------|
| Total Revenues – Proposed | | \$14,150,724 |
| Revenues | | |
| Current Ad Valorem Taxes | CCAD Certified Appraisal | (75,804) |
| Current Ad Valorem Taxes | LCAD Certified Appraisal | (35,325) |
| Miscellaneous | Coryell County - Senior Center Operations | 2,500 |
| Miscellaneous | Coryell County - Senior Center Utilities | 1,500 |
| Miscellaneous | CCISD Liaison Funding | (850) |
| Total Revenues | | (107,979) |
| Total Revenues – Revised | | \$14,042,745 |

Changes to the Proposed Budget General Fund

| | | |
|--------------------------------------|--|---------------------|
| Total Expenditures – Proposed | | \$15,133,903 |
| Expenditures | | |
| Emergency Management | First Call Network | 2,875 |
| Street | Street Maintenance | (17,000) |
| Library | Library Assistant II/Children's Specialist | 12,894 |
| Non-Departmental | Removal of New SAFER Grant Match | (50,000) |
| Total Expenditures | | (51,231) |
| Total Expenditures – Revised | | \$15,082,672 |

Changes to the Proposed Budget General Fund

| | Proposed | Changes | Proposed with Changes |
|---------------------------------|-------------|-----------|-----------------------|
| Beginning Fund Balance | \$4,720,291 | \$38,910 | \$4,759,201 |
| Revenues | 14,150,724 | (107,979) | 14,042,745 |
| Expenditures | 15,133,903 | (51,231) | 15,082,672 |
| Ending Fund Balance | 3,737,112 | | 3,719,274 |
| Ideal Fund Balance | 3,723,741 | | 3,715,183 |
| Over/(Under) Ideal Fund Balance | 13,371 | | 4,091 |

Changes to the Proposed Budget Water/Sewer Fund

| | Proposed | Changes | Proposed with Changes |
|---------------------------------|-------------|----------|-----------------------|
| Beginning Fund Balance | \$1,228,604 | | \$1,228,604 |
| Revenues | 9,604,814 | (16,000) | 9,588,814 |
| Expenditures | 10,085,655 | 503 | 10,085,708 |
| Ending Fund Balance | 748,266 | | 731,763 |
| | | | |
| Ideal Fund Balance | 1,674,474 | | 1,674,600 |
| Over/(Under) Ideal Fund Balance | (926,208) | | (942,837) |

Changes to the Proposed Budget Solid Waste Fund

| | Proposed | Changes | Proposed with Changes |
|---------------------------------|-------------|---------|-----------------------|
| Beginning Fund Balance | \$1,009,134 | | \$1,009,134 |
| Revenues | 3,065,862 | 16,000 | 3,081,862 |
| Expenditures | 3,263,882 | 503 | 3,264,385 |
| Ending Fund Balance | 811,114 | | 826,611 |
| Ideal Fund Balance | 759,364 | | 759,489 |
| Over/(Under) Ideal Fund Balance | 51,751 | | 67,122 |

Changes to the Proposed Budget Drainage Fund

| | Proposed | Changes | Proposed with Changes |
|---------------------------|-----------------|----------------|----------------------------------|
| Beginning Fund Balance | \$793,118 | \$179,125 | \$972,243 |
| Revenues | 876,500 | | 876,500 |
| Expenditures | 767,206 | 179,628 | 946,834 |
| Ending Fund Balance | 902,412 | | 901,909 |

FY 2011-2012 Budget

- City Council Direction
- Questions

City Council Regular

G. 2.

Meeting Date: 08/16/2011

Subject

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

Attachments

[8/2/11 Regular Minutes](#)

CITY OF COPPERAS COVE
CITY COUNCIL REGULAR MEETING MINUTES
August 2, 2011 – 7:00 P.M.

A **CALL TO ORDER** - Mayor Hull called the meeting to order at 7:00 p.m.

B **INVOCATION AND PLEDGE OF ALLEGIANCE** - Pastor Brian Hawkins of Cove Fellowship Church gave the invocation and Mayor Hull led the pledge of allegiance.

C **ROLL CALL**

Present: Cheryl L. Meredith
Gary L. Kent
Kenn Smith
Jim Schmitz
Frank Seffrood
John Hull

Absent: Charlie D. Youngs
Danny Palmer

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

D **ANNOUNCEMENTS** - Council Member Seffrood stated that watering the ground around a house may assist in not developing foundation problems later. Council Member Kent asked that everyone keep in mind as the new school year approaches, to please do what you can to assist families with children that cannot provide the school supplies needed for them. City Manager Gardner announced that Hill Country Community Action needs donations for "Meals on Wheels" due to cuts in federal funding.

E **PUBLIC RECOGNITION**

1 Employee of the Quarter Recognitions – 2nd Quarter 2011. **Michael Ramminger, Fire Battalion Chief**

- William Hughes, Patrol Officer
- James Dudden, Patrol Officer

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

- Trudy Chapman, Laborer, Parks and Recreation Department, 5 Years

3 Storm Water Pollution Prevention Week - August 1-7, 2011. **John Hull, Mayor**

F **CITIZENS FORUM**

George Cooney, 2613 Freedom Lane. Mr. Cooney recently opened a business in Copperas Cove and stated he was concerned about the City ordinance on signs. He was told by City employees that his temporary signs had to be removed. He believes he is losing business because he is unable to put up his temporary signs. He asked Council to consider allowing

him to place his temporary sign at his place of business. Ms. Gardner stated to the Council that the Planning & Zoning Commission is the entity that would take this type of request into consideration.

Mr. Whited, Terrace Drive. Mr. Whited said that he thought that the \$6.00 drainage fee on utility bills were supposed to be in effect for only five years after they began. He said that the fee has been charged for many more years than that and would like to know why. Council Member Schmitz stated that he was the mayor when the fee was started and a limit of five years was never in the plan.

Michele Maguire, 2890 FM 1113. Ms. Maguire stated that he husband works for the Copperas Cove Fire Department and that she follows politics in the City. Within the last 10 days she said she has heard that a few in the Fire Department want to turn it into a civil service organization. She said that she has researched the civil service laws over the last week and is very concerned about the cost to taxpayers. She is upset over the way that the entire process is being handled by those who are working on a petition. She said that the petitioners appeared to be speaking to the public on behalf of the entire Fire Department. She asked the Council to be sure to find out facts for themselves, including the ramifications this could cause for the City, the citizens, and employees of the City.

Tamara Martin, 906 Sherry Lane. Ms. Martin stated that she has supported and invested her time and efforts in the Copperas Cove Fire Department for the last 25 years. She stated that the entire Fire Department does not want to become civil service. She asked the Council to be cautious and research the subject. Ms. Martin said that the petitioners are telling people that there is no cost to the City, however, she stated that the first time someone complains, the cost of arbitration must be paid by the City. She said hiring will be done through civil service tests and a person who is a great test taker may be granted the job over someone who is a poor test taker, when in fact the poor test taker, would be the better employee. She stated that she is offended that a group would be pushing civil service without the entire Fire Department being involved. She asked that citizens talk to people and study the ramifications of civil service.

Marty Smith, President, Chamber of Commerce. Ms. Smith stated that during an incident at the Chamber yesterday, the Copperas Cove Fire Department, Hazmat Team and Fort Hood responders did an excellent job and we should be proud of them.

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 July 19, 2011. **Jane Lees, City Secretary**
- 2 Consideration and action on approving minutes from the regular council meeting of July 19, 2011. **Jane Lees, City Secretary**
- 3 Consideration and action on approving minutes from the workshop council meeting of July 26, 2011. **Jane Lees, City Secretary**
- 4 Consideration and action on approving the revised Unity Committee Bylaws. **Stephen Clendenen, Unity Chairman**

- 5 Consideration and action on an ordinance amending Chapter 3, subsections 3-6(c), 3-6(d), Animal control department, and subsection 3-73(b), Investigation of attack, of the City of Copperas Cove Code of Ordinances. **Andrea M. Gardner, City Manager**

ORDINANCE NO. 2011-27

AN ORDINANCE OF THE CITY OF COPPERAS COVE, TEXAS, AMENDING CHAPTER 3 OF THE CITY'S CODE OF ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND DECLARING AN EFFECTIVE DATE.

Council Member Smith made a motion to approve the Consent Agenda as written. Council Member Kent seconded the motion, which passed unanimously.

H PUBLIC HEARINGS/ACTION

- 1 Public hearing and action on an ordinance amending the 2010-2011 fiscal year budget for special revenue and other funds for the City of Copperas Cove. Ryan D. Haverlah, Assistant Director of Financial Services/Budget Director

ORDINANCE NO. 2011-26

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 7:37 p.m.

Speaking: None.

Mayor Hull closed the public hearing at 7:38 p.m.

Council Member Meredith made a motion to approved Ordinance No. 2011-26 as presented. Council Member Smith seconded the motion, which passed unanimously.

- 2 Public hearing and action on an ordinance 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. Wesley Wright, Division Head of Public Works/City Engineer

ORDINANCE NO. 2011-28

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.

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

Speaking: None.

Mayor Hull closed the public hearing at 7:44 p.m.

Council Member Smith made a motion to approve Ordinance No. 2011-28 as presented. Council Member Kent seconded the motion, which passed unanimously.

- 3 Public hearing and action on an ordinance to rezone 6.857 acres of Meadowbrook Estates, Section Two, Commercial Property from B-4 (Business) to R-3 (Multi-Family Residential).
Wesley Wright, Division Head of Public Works/City Engineer

ORDINANCE NO. 2011-29

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS APPROVING A ZONING CHANGE BY REZONING 6.857 ACRES OF MEADOWBROOK ESTATES, SECTION TWO, COMMERCIAL PROPERTY, FROM B-4 (BUSINESS) TO R-3 (MULTI-FAMILY RESIDENTIAL).

Mayor Hull opened the public hearing at 7:46 p.m.

Speaking: Jack Purcell, 1375 West Avenue D. Mr. Purcell supports the request.

Mayor Hull closed the public hearing at 7:55 p.m.

Council Member Schmitz made a motion to approve Ordinance No. 2011-29 as presented. Council Member Seffrood seconded the motion, which passed unanimously.

I ACTION ITEMS

- 1 Consideration and action on an appointments to the Copperas Cove Economic Development Corporation (CCEDC) Board of Directors for the unexpired term of Position Two and the regular term for Position Five. **Polo Enriquez, Executive Director CCEDC**

Council Member Meredith made a motion to appoint Bradi D. Diaz to Position Two, to fill an unexpired term ending September 30, 2013. Council Member Schmitz seconded the motion, which passed unanimously.

Council Member Kent made a motion to appoint Josefina 'Fina' Castillo to Position Five, to fill a regular term ending September 30, 2014. Council Member Smith seconded the motion. A roll call vote was taken as follows:

| | |
|--------------------|--------|
| Cheryl L. Meredith | Nay |
| Charlie D. Youngs | Absent |
| Gary L. Kent | Aye |
| Danny Palmer | Absent |
| Kenn Smith | Aye |
| Jim Schmitz | Nay |
| Frank Seffrood | Aye |

Motion failed.

Council Member Schmitz made a motion to appoint Ira Brand to Position Five, to fill a regular term ending September 30, 2014. Council Member Meredith seconded the motion. A roll call vote was taken as follows:

| | |
|--------------------|--------|
| Cheryl L. Meredith | Aye |
| Charlie D. Youngs | Absent |
| Gary L. Kent | Nay |

| | |
|----------------|--------|
| Danny Palmer | Absent |
| Kenn Smith | Nay |
| Jim Schmitz | Aye |
| Frank Seffrood | Aye |

Motion failed.

Council Member Schmitz made a motion to appoint Frank Somera to Position Five, to fill a regular term ending September 30, 2014. Council Member Seffrood seconded the motion.

Council Member Smith made a motion to postpone the question until a full council is present. Council Member Kent seconded the motion, which passed unanimously.

- 2 Consideration and action on an ordinance updating Personnel Policy No. 316, Birthday Leave. **Kelli Sames, Human Resources Division Head**

ORDINANCE NO. 2011-30

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, APPROVING THE ATTACHED PERSONNEL POLICIES AND PROCEDURES OF THE CITY OF COPPERAS COVE BY REPEALING THE CURRENT PERSONNEL POLICY, NO. 316, (BIRTHDAY LEAVE), AND REPLACING THE EXISTING POLICY WITH A REVISED PERSONNEL POLICY, NO. 316, (BIRTHDAY LEAVE) AND RATIFYING THE REMAINING SECTIONS OF THE PERSONNEL POLICIES AND PROCEDURES MANUAL; AND DECLARING AN EFFECTIVE DATE.

Council Member Smith made a motion to approve Ordinance No. 2011-30 as presented. Council Member Kent seconded the motion, which passed unanimously.

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

ORDINANCE NO. 2011-31

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, APPROVING THE ATTACHED PERSONNEL POLICIES AND PROCEDURES OF THE CITY OF COPPERAS COVE BY REPEALING THE CURRENT PERSONNEL POLICY, NO. 410, (EMPLOYEE CONDUCT AND WORK RULES/DISCIPLINARY ACTION), AND REPLACING THE EXISTING POLICY WITH A REVISED PERSONNEL POLICY, NO. 410, (EMPLOYEE CONDUCT AND WORK RULES/DISCIPLINARY ACTION) AND RATIFYING THE REMAINING SECTIONS OF THE PERSONNEL POLICIES AND PROCEDURES MANUAL; AND DECLARING AN EFFECTIVE DATE.

Council Member Schmitz made a motion to approve Ordinance No. 2011-31 as presented. Council Member Smith seconded the motion, which passed unanimously.

- 4 Consideration and action on an ordinance updating Personnel Policy No. 740, Workplace Violence. **Kelli Sames, Human Resources Division Head**

ORDINANCE NO. 2011-32

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, APPROVING THE ATTACHED PERSONNEL POLICIES AND PROCEDURES OF THE

CITY OF COPPERAS COVE BY REPEALING THE CURRENT PERSONNEL POLICY, NO. 740, (WORKPLACE VIOLENCE), AND REPLACING THE EXISTING POLICY WITH A REVISED PERSONNEL POLICY, NO. 740, (WORKPLACE VIOLENCE) AND RATIFYING THE REMAINING SECTIONS OF THE PERSONNEL POLICIES AND PROCEDURES MANUAL; AND DECLARING AN EFFECTIVE DATE.

Council Member Kent made a motion to approve Ordinance No. 2011-32 as presented. Council Member Meredith seconded the motion, which passed unanimously.

- 5 Consideration and action on an ordinance updating Personnel Policy No. 735, On-The-Job Injuries. **Kelli Sames, Human Resources Division Head**

ORDINANCE NO. 2011-33

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, APPROVING THE ATTACHED PERSONNEL POLICIES AND PROCEDURES OF THE CITY OF COPPERAS COVE BY REPEALING THE CURRENT PERSONNEL POLICY, NO. 735, (ON-THE-JOB INJURIES), AND REPLACING THE EXISTING POLICY WITH A REVISED PERSONNEL POLICY, NO. 735, (ON-THE-JOB INJURIES) AND RATIFYING THE REMAINING SECTIONS OF THE PERSONNEL POLICIES AND PROCEDURES MANUAL; AND DECLARING AN EFFECTIVE DATE.

Council Member Kent made a motion to approve Ordinance No. 2011-33 as presented. Council Member Meredith seconded the motion, which passed unanimously.

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

Council Member Kent made a motion to authorize the City Manager to amend an agreement for Planning Services with Stewart Planning Consultin, LLC. Council Member Smith seconded the motion, which passed unanimously.

- 7 Consideration and action on updating the City's Code of Ordinances establishing school zones for House Creek North Elementary. **Wesley Wright, Division Head of Public Works/City Engineer**

ORDINANCE NO. 2011-34

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS MODIFYING SECTION 18-17 (11) AND ADDING SECTION 18-17 (12); REPEALING ALL ORDINANCES IN CONFLICT WITH THIS AMENDMENT; PROVIDING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE.

Council Member Meredith made a motion to approve Ordinance No. 2011-34 as presented. Council Member Seffrood seconded the motion, which passed unanimously.

- 8 Discussion on Section 8-9, Allowing high weeds, grass, rubbish, junk or other objectionable, unsightly or unsanitary matter on premises, of the City of Copperas Cove Code of Ordinances. **Danny Palmer, City Council Place 4**

This item pulled from the agenda as Council Member Palmer was absent.

- 9 Consideration and action on the proposed changes to the 2011 Lampasas Central Appraisal District Budget. **Ryan Haverlah, Assistant Director of Financial Services/Budget Director**

Council Member Schmitz made a motion to amend the budget to return \$394.04 to the City and increase the 2010 operating budget revenues, based on the City's allocation of excess appraisal funds in the 2010 Lampasas Central Appraisal District. Council Member Meredith seconded the motion, which passed unanimously.

- 10 Discussion on a resolution for the 2011 TML Annual Conference. **Andrea M. Gardner, City Manager**

Ms. Gardner stated that City staff requests the governing body to consider a resolution requesting financial assistance to offset the property tax exemption losses experienced in recent years. The resolution will propose legislation for the entire state to assist in exemptions for disabled veterans. Council agreed by consensus for a resolution to be brought back on this subject for consideration.

- 11 Consider and take action on the adoption of a resolution supplementing Resolution No. 2010-37 adding two temporary construction easements to the amount of property to be acquired from Freddie A. and Joan Dewald, specifically described in "Exhibit A" attached to the proposed Resolution; establishing a public necessity and public use; authorizing the City Manager to negotiate the lease of the temporary easements throughout the duration of the Northeast Sewer Line (Eastside Infrastructure) Project and, if necessary, to initiate proceedings to acquire property interests through eminent domain. **Andrea M. Gardner, City Manager**

This item was pulled from the agenda.

- 12 Consideration and action on an ordinance establishing a moratorium on Chapter 13, Article I, Section 11 of the code of ordinances. **Andrea M. Gardner, City Manager**

ORDINANCE NO. 2011-35

AN ORDINANCE ESTABLISHING A NINETY (90) DAY MORATORIUM ON THE REQUIREMENT FOR COMMERCIAL ACTIVITIES PERMITTED IN THE CITY PARK LOCATED ON FM 1113 DURING THE MONTHS OF APRIL THROUGH OCTOBER; AND PROVIDING FOR AN EFFECTIVE DATE.

Council Member Smith made a motion to approve Ordinance No. 2011-35 as presented. Council Member Kent seconded the motion, which passed unanimously.

J REPORTS FROM OUTSIDE ENTITIES, ADVISORY COMMITTEES AND BOARDS

- 1 HOT Bowl Annual Report. **Jack Welch, Chairman/CCISD Athletic Director/Head Coach**

Coach Welch gave the report and stated that the next game is on December 3, 2011 at Bulldawg Stadium. This event has been run for the last 10 years.

- 2 Chamber of Commerce 2nd Quarter Report for 2011. **Marty Smith, President, Copperas Cove Chamber of Commerce**

Chamber President, Marty Smith, discussed the results of the various events held in the last quarter.

- K **ITEMS FOR FUTURE AGENDAS** - Mayor Hull requested City staff to research outsourcing EMS for the budget year 2013. Ms. Gardner requested feedback on having two workshops on September 6, 2011, one at 5:00 p.m. and the second one at 6:00 p.m. Council agreed.
- L **EXECUTIVE SESSION** - Mayor Hull adjourned the open meeting at 8:42 p.m. to hold Executive Session.
- 1 Pursuant to §551.072, Deliberations about Real Property, and Section 551.071, Consultations with Attorney, of the Open Meetings Act, Tex. Gov't Code, Council will meet in Executive Session to deliberate the purchase, exchange, lease, or value of real property and consult with attorney regarding the purchase of real property.
- 2 Pursuant to §551.074 of the Open Meetings Act. Tex. Gov't Code, Council will meet in Executive Session to deliberate the evaluation and duties of the City Manager, Andrea M. Gardner.
- 3 Pursuant to §551.074 of the Open Meetings Act. Tex. Gov't Code, Council will meet in Executive Session to deliberate the evaluation and duties of the City Secretary, Jane Lees.
- M **RECONVENE INTO OPEN SESSION FOR POSSIBLE ACTION RESULTING FROM ANY ITEMS POSTED AND LEGALLY DISCUSSED IN EXECUTIVE SESSION** - Mayor Hull reconvened the open meeting at 9:54 p.m. and announced there was no action to be taken in open session as a result of discussions in Executive Session.
- N **ADJOURNMENT** - There being no further business, Mayor Hull adjourned the meeting at 9:54 p.m.

ATTEST:

John Hull, Mayor

Jane Lees, City Secretary

City Council Regular

G. 3.

Meeting Date: 08/16/2011

Subject

Consideration and action on approving minutes from the special council meeting of August 4, 2011. **Jane Lees, City Secretary**

Attachments

8-4-11 Special Minutes

CITY OF COPPERAS COVE
CITY COUNCIL SPECIAL MEETING MINUTES
August 4, 2011 – 6:00 P.M.

- A **CALL TO ORDER** - Mayor Hull called the meeting to order at 6:00 p.m.
- B **INVOCATION AND PLEDGE OF ALLEGIANCE** - Council Member Kent gave the invocation and Mayor Hull led the pledge of allegiance.
- C **ROLL CALL**
- Present: Cheryl L. Meredith
 Gary L. Kent
 Kenn Smith
 Jim Schmitz
 Frank Seffrood
 John Hull
- Absent: Charlie D. Youngs
 Danny Palmer
- Attendees: Andrea M. Gardner, City Manager
 Jane Lees, City Secretary
- D **ANNOUNCEMENTS** - Andrea M. Gardner, City Manager, requested that everyone do what they could to conserve electricity and water during the drought that we are currently experiencing. She announced that a press release on this subject would be going out soon. She also reminded everyone that the program "Meals On Wheels" is still in need of donations.
- E **PUBLIC RECOGNITION** - None.
- F **CITIZENS FORUM** – None.
- G **CONSENT AGENDA** – None.
- H **PUBLIC HEARINGS/ACTION**
- 1 Public hearing on Fiscal Year 2011-2012 City Manager's Proposed Budget. **Ryan D. Haverlah, Assistant Director of Financial Services/Budget Director**
- Mayor Hull opened the public hearing at 6:10 p.m.
- Speaking: None.
- Mayor Hull closed the public hearing at 6:12 p.m.
- This was the first of two public hearings. No action taken at this time.
- I **ACTION ITEMS**

- 1 Consideration and action of a record vote to propose a property tax rate for Fiscal Year 2011-2012. **Ryan D. Haverlah, Assistant Director of Financial Services/Budget Director**

Council Member Schmitz made a motion to propose a property tax rate for Fiscal Year 2011-2012 of .7639 dollars per \$100 valuation. Council Member Kent seconded the motion.

A roll call vote was taken as follows:

Cheryl L. Meredith Aye
Charlie D. Youngs Absent
Gary L. Kent Aye
Danny Palmer Absent
Kenn Smith Aye
Jim Schmitz Aye
Frank Seffrood Aye

Motion passed unanimously.

- 2 Consideration and action to set two public hearings on the proposed tax increase for the 2011-2012 fiscal year. **Ryan D. Haverlah, Assistant Director of Financial Services/Budget Director**

The public hearings will not be required since the proposed tax rate of .7639 dollars per \$100 valuation is less than or equal to the effective tax rate.

- 3 Consideration and action to set the date to adopt the tax rate for fiscal year 2011-2012. **Ryan D. Haverlah, Assistant Director of Financial Services/Budget Director**

Council Member Schmitz made a motion to set the date to adopt the tax rate for Fiscal Year 2011-2012 for September 6, 2011. Council Member Smith seconded the motion, which passed unanimously.

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

K **ITEMS FOR FUTURE AGENDAS - None.**

L **EXECUTIVE SESSION - None.**

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

N **ADJOURNMENT** - There being no further business, Mayor Hull adjourned the meeting at 6:17 p.m.

ATTEST:

John Hull, Mayor

Jane Lees, City Secretary

City Council Regular

G. 4.

Meeting Date: 08/16/2011

Subject

Consideration and action on approving minutes from the workshop council meeting of August 4, 2011.

Jane Lees, City Secretary

Attachments

8-4-11 workshop minutes

8-4-11 Presentation

8-4-11 Presentation by Chamber

CITY OF COPPERAS COVE
CITY COUNCIL WORKSHOP MEETING MINUTES
August 4, 2011 – 6:30 P.M.

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

B ROLL CALL

Present: John Hull
Cheryl L. Meredith
Gary L. Kent
Kenn Smith
Jim Schmitz
Frank Seffrood

Absent: Charlie D. Youngs
Danny Palmer

Attendees: Andrea M. Gardner, City Manager
Jane Lees, City Secretary

C WORKSHOP ITEMS

- 1** Presentation of proposed FY 2012 budget - Hotel Occupancy Tax Committee and outside organizations. **Andrea M. Gardner, City Manager**

The presentation for the workshop is attached to and made a part of these minutes.

Mr. Robert Ator, Executive Director of the HOP made the first presentation. The HOP is requesting \$15,204 from the City for its share of shelter sites and equipment, and for operating funds, \$17,292, for a total request of \$32,496.

The next presentation was from Lewann Turner of Hill Country Community Action Association. This organization is requesting \$5,000. This organization manages the "Meals On Wheels" program. She said that the Federal funding has been severely cut for the upcoming year and the organization is not sure if they will be able to continue serving meals, therefore, they are doing what they can to raise funds.

Next was a presentation from the USO from Isabel Hubbard. This organization is seeking \$5,000.

Jack Welch, coordinator for CHAMPS, presented information on the event and requested \$30,000.

Marty Smith, President of the Chamber, presented information about the Chamber and its key activities in the City. Betty Price, Vice President of the Chamber, presented information about the Tourism and Visitors Bureau. The request from the Chamber was for \$177,500. A copy of the Chamber's presentation is attached to these minutes.

Sarah Kindler, Chairperson for the Hotel/Motel Tax Committee, was on hand and gave the committee's recommendation to the Council as follows: CHAMPS - \$15,000; and Chamber -

\$177,500.

2 Presentation and discussion of the proposed FY 2012 budget. **Andrea M. Gardner, City Manager**

The proposed fee changes and additions were discussed with the Council.

Council Member Schmitz requested an additional fee for funeral escort. Ms. Gardner said she would discuss and come up with agreements with the local funeral homes.

Ms. Gardner requested that the Council consider policy direction on solid waste brush collection between now and January. The Council requested a workshop to discuss this issue.

Mr. Haverlah discussed changes to the proposed budget with the Council. All changes will be brought forth in full at the next council meeting and on August 30, 2011 at the public hearing.

Ms. Gardner will bring back discussion at that time on a small pay raise for employees.

3 Direction to staff on items C-1 and C-2. **Andrea M. Gardner, City Manager**

Council Member Kent said he wants to see \$30,000 go to CHAMPS for the HOT Bowl. Council Member Smith agreed with Council Member Kent on the HOT Bowl, but in order to award the full amount the City would have to take away from the Chamber. Council Member Seffrood said that since the City has no other funds for these entities, the money will have to be divided up to go where they are best served.

Ms. Gardner stated that both entities understand the strain that the City is under and will work with the City. She said that if additional monies are available in the last quarter and the outlook is good, then certainly these entities can come back to request additional funding.

Coach Welch stated that the HOT Bowl has grown and they now have an agreement with the junior colleges regarding the HOT Bowl. If the funding for the event dropped, they would have to let them know.

Council Member Smith said he would compromise with \$20,000 for the HOT Bowl and hope additional funds would be available in the last quarter. Council Members Seffrood and Schmitz said they would agree on initial amounts of \$20,000 for the HOT Bowl and \$121,000 for the Chamber. Council Members Smith and Meredith said they could agree with those amounts.

Other requests from the General Fund:

Council consensus was to deny funding to the USO. Funding for The HOP is already in the budget and consensus was to agree with the request. Council Member Kent requested a copy of the surveys done by The HOP.

There was consensus to offer \$2,500 to Hill Country Community Action Association.

D **ADJOURNMENT** - There being no further business, Mayor Hull adjourned the meeting at time 9:36 p.m.

John Hull, Mayor

ATTEST:

Jane Lees, City Secretary



FY 2012 PROPOSED BUDGET



Copperas Cove

OUTSIDE ORGANIZATION REQUESTS

Outside Organizations

- Requests for General Fund Contributions
 - USO Fort Hood
 - Hill Country Transit District (The HOP)
 - Hill Country Community Action Association (HCCAA)
- Requests for Hotel Occupancy Tax Fund (HOT) Contributions
 - HOT Committee Recommendations
 - Chamber of Commerce

USO – Fort Hood

- Contributions from the City of Copperas Cove
 - 2008 \$5,000
 - 2009 \$5,000
 - 2010 \$ -
 - 2011 \$ -
 - 2012 Request \$5,000



USO Fort Hood

Established August 2001

H.E.B

August 4, 2011



Until Every One Comes Home.®

United Service Organizations



Since just before World War II, the USO has been the bridge between the American people and our men and women in uniform, conveying the heartfelt appreciation and support of a grateful nation. Whether it is a quiet place to go for rest and relaxation, movies refreshments, or a friendly face, the USO consistently delivers its special brand of service to the Military.



USO FORT HOOD Center Operations



USO Fort Hood Center and Dayrooms

USO Centers

There are 3 USO Centers on Fort Hood. Main post , West Fort Hood and North Fort Hood serving Active Duty , National Guard and Reserves Service Members and Family Members. Each Center offers core USO programs and services such as Computers stations, WI FI, Lounge, Snack Bar, XBOX 360 gaming stations, Movie Theater and Printing and Faxing Capabilities. The USO Centers are open 7 days a week and all services are provided complimentary.

USO Wounded Warrior Dayrooms

Fort Hood has 1,200 Wounded Warriors assigned to the Warrior Transition Brigade. USO hosts 2 dayrooms that offer the same amenities as a USO Center. The dayrooms are within the footprint of each Battalion and is operated 24 hours per day.

USO Wounded Warrior Physical Fitness Center

In September of 2010 the USO Fort Hood installed a Physical Fitness Center within the 1st Battalion of the Warrior Transition Brigade. Specially designed exercise and cross fit training equipment was installed for Wounded Warriors to begin the rehabilitation process.

USO Fort Hood Programs & Services



- Deployment Flight Support
- Redeployment Family Support
- USO Wounded Warriors
- Pre-Deployment Support through SRP
- Operation U.S.O Care Package
- United Through Reading Military Program
- Survivor Seminars & Grief Camps
- Movies on the Lawn Summer Series
- USO Story Time
- Motor Pool Monday



USO Fort Hood Deployments & Redeployments



Soldiers & Families

Soldiers deploying can count on the USO being there on the secure side of Larkin Terminal. Our volunteers offer a large variety of snacks , beverages, USO Care Packages and Phone Cards.

Families can count on USO refreshments and snacks while waiting to reunite with their Soldier after a long deployment. Whether its on a parade field on at a gym USO is there .

Until Everyone Comes Home



USO Fort Hood United Through Reading



United Through Reading Military Program

USO is committed to keeping families connected during deployments. United Through Reading Military Program allows Service Members to select a brand new children's book and be recorded while reading it to their loved one. Their recording is then burned into a DVD. USO volunteers then mail the book and recording to the Service Members children.



USO Fort Hood

USO Wounded Warrior



Our Wounded Warriors

USO stand side by sides with our Service Members from the Battlefield and through the journey of recovery around the world. USO services include comfort kits, dayrooms and family and care givers conferences.

Partnering with other organizations to maximize the support we give our Wounded Hero's. Ride to Recovery, Wounded Warrior Project and Hire for Hero's just to name a few.



USO Fort Hood Survivor Seminars & Grief Camps



T.A.P.S

USO Fort Hood Partners with the Tragedy Assistance Programs for Survivors (TAPS) annually for their Survivor Seminar and Good Grief Camps. Each year 375 Family Members of our Fallen Hero's come together for a 3 day Camp. The USO provides all the food , beverage and lodging for this camp.

www.taps.org

Camp Erin

The USO Fort Hood will partner in August 2011 with the Erin Moyer Foundation for this Grief Camp for Children of the Fallen. USO Fort Hood will be proving food, beverage, craft areas, Movies on the Lawn and Mobile Gaming System
www.moyerfoundation.org



USO Fort Hood Special Events



Special Events

USO supports our Soldiers and their Families during special events such as:

- Harvest Festival
- Earth Day
- Oktoberfest
- Month of the Military Child
- Single Soldier Day

While our troops are away defending our nation USO is always there for the
Home Front Hero



USO Fort Hood Mobile Canteen



Mobile Canteen

Rebuilding for Fall 2011

- Welcome Home Ceremonies
- Motor Pool Monday
- Field Exercises
- DeCA Case Lot Sales
- Mock Deployments
- Special Events
- Ride to Recovery

The Canteen caught fire in April 2010 and USO Fort Hood is working to raise funds to replace this vital piece of equipment



USO Fort Hood Traffic



Visitor Traffic

| | 2010 | Estimated 2011 |
|--------------------|---------|----------------|
| Center (South) | 55,560 | 59,000 |
| Center (North) | 0 | 45,000 |
| Center (West) | 0 | 15,000 |
| USO WW Dayrooms | 13,400 | 15,500 |
| USO WW PFC | 480 | 2,080 |
| Movies on the Lawn | 3,000 | 4,300 |
| Deployments | 48,026 | |
| Redeployments | 144,078 | |

Supporting the Troops



| <u>Program/ Services</u> | Per Soldier |
|--------------------------|-------------|
| USO Care Package | \$35.00 |
| USO Flight Line | \$20.00 |
| United Through Reading | \$25.00 |
| USO Welcome Home | \$15.00 |
| USO Snack Bar | \$10.00 |
| USO Movie Theater | \$20.00 |
| USO Game Room | \$60.00 |
| Grief Camps | \$100.00 |

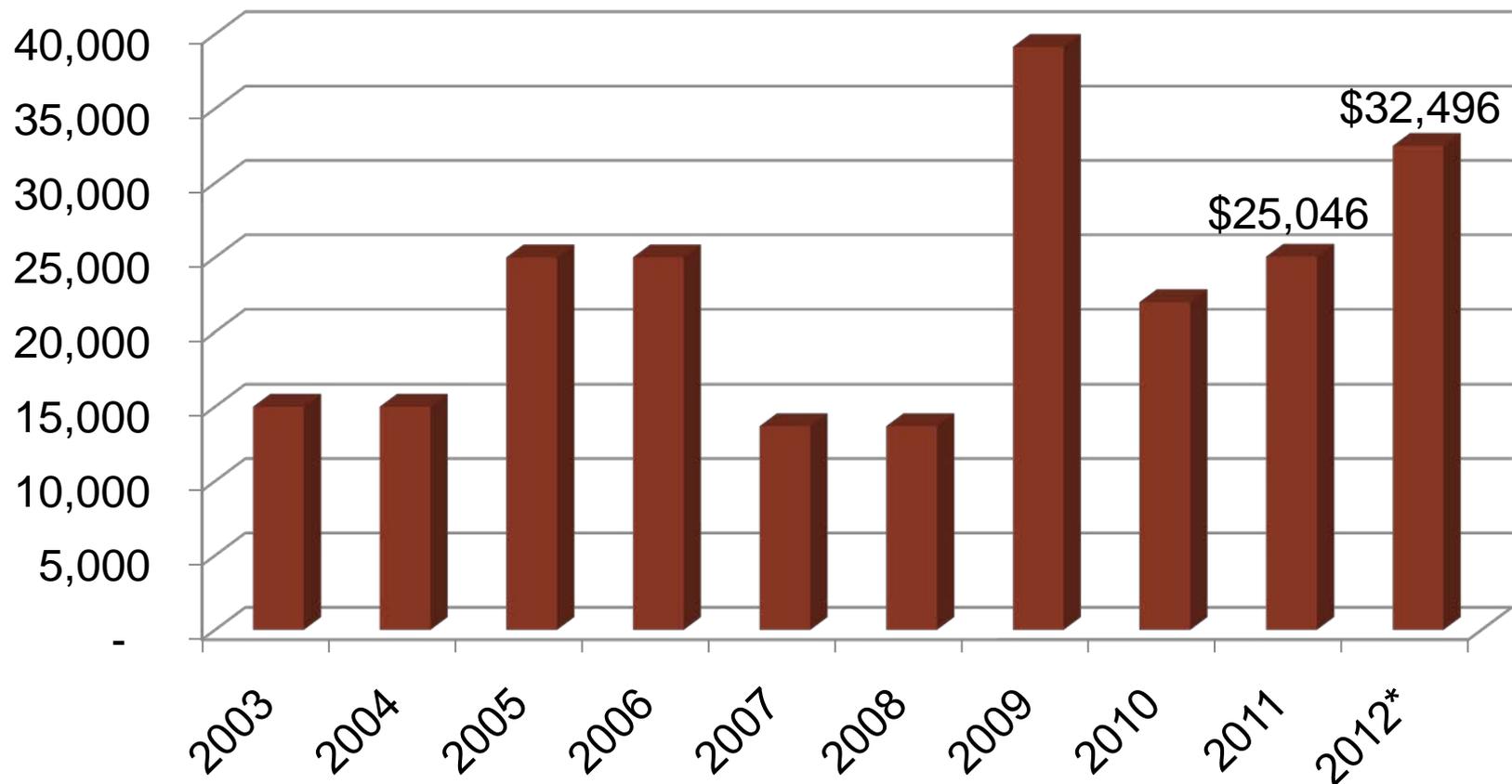
USO Fort Hood



For more information
USO Fort Hood Point of Contact:
Robin Crouse
Center Director
(254)768-2770
(254)319-0052
rcrouse@uso.org

Hill Country Transit District

Annual Contributions from the City



*2012 – Request from the HOP



Central Texas' Regional Public Transit System

The HOP currently operates two fixed routes in Copperas Cove. Routes 65 and 100 have been successful routes, with good ridership.

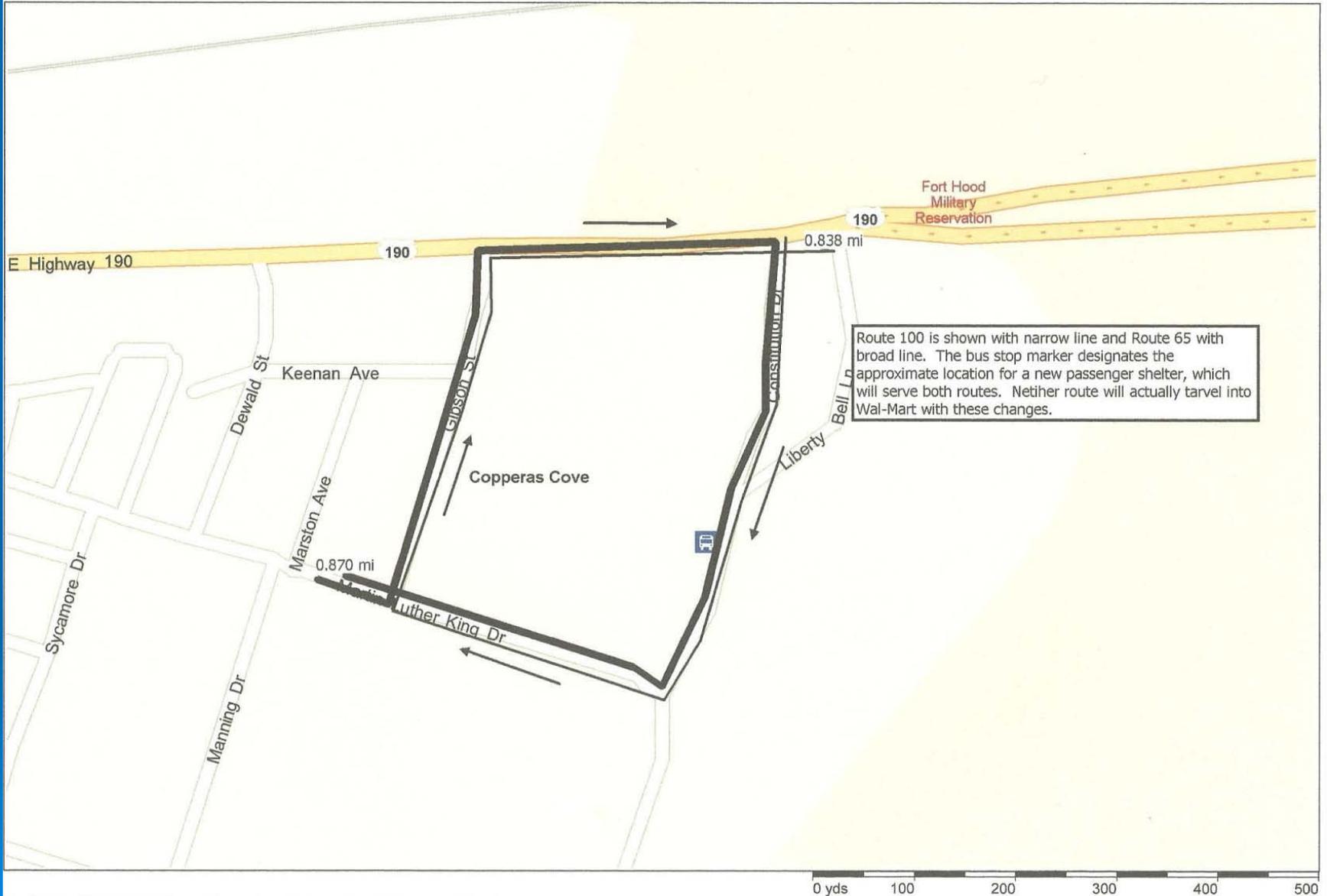
| | JAN 11 | | FEB 11 | | MAR 11 | | APR 11 | |
|--------------|---------------|-------------|---------------|-------------|---------------|------------|---------------|------------|
| | PASS | RATIO | PASS | RATIO | PASS | RATIO | PASS | RATIO |
| Route 2 | 4,225 | 16.1 | 3,508 | 15.4 | 4,777 | 15.9 | 4,210 | 15.7 |
| Route 4 | 6,161 | 21.0 | 4,093 | 16.1 | 5,518 | 16.6 | 4,926 | 16.3 |
| Route 5 | 4,153 | 15.6 | 3,459 | 15.1 | 4,883 | 16.1 | 4,164 | 15.4 |
| Route 21 | | | | | 659 | 2.1 | 946 | 3.3 |
| Route 30 | 1,724 | 11.7 | 2,754 | 10.8 | 4,367 | 13.1 | 4,035 | 13.3 |
| Route 35 | 2,330 | 8.8 | 1,810 | 8.0 | 2,912 | 9.4 | 2,756 | 10.4 |
| Route 65 | 2,791 | 11.6 | 2,445 | 12.0 | 3,533 | 12.8 | 2,935 | 12.2 |
| Route 100 | 3,491 | 14.6 | 2,786 | 13.7 | 3,952 | 14.4 | 3,424 | 14.4 |
| Connector | 2,106 | 8.8 | 1,656 | 8.1 | 2,603 | 9.4 | 2,303 | 9.6 |
| Route 510 | 4,183 | 15.9 | 3,965 | 17.3 | 5,143 | 17.1 | 4,683 | 17.3 |
| Route 520 | 1,137 | 5.0 | 1,599 | 6.6 | 2,233 | 6.7 | 1,981 | 6.6 |
| Route 530 | 2,241 | 7.9 | 1,858 | 7.6 | 2,535 | 7.9 | 2,287 | 7.9 |
| Route 610 | 962 | 3.8 | 820 | 3.9 | 1,232 | 4.3 | 1,210 | 4.8 |
| TOTAL | 33,810 | 10.9 | 27,999 | 10.3 | 39,321 | 9.9 | 34,879 | 9.9 |

In 2010 and 2011, The HOP staff carefully monitored ridership, and reviewed service routes in Copperas Cove.

Minor Route Change

- Route 65 will use Gibson and Highway 190 to access Constitution to connect with Route 100 at new passenger shelter
- Route 100 will connect with Route 65 at the new shelter on Constitution and then use Gibson to access Highway 190

CC WALMART AREA



Route 100 is shown with narrow line and Route 65 with broad line. The bus stop marker designates the approximate location for a new passenger shelter, which will serve both routes. Neither route will actually travel into Wal-Mart with these changes.

Passenger Shelters

The HOP has selected 18 sites for the installation of passenger shelters in Copperas Cove.

Final agreements are in process, and are expected to be completed in August, 2011.

Passenger Shelters (cont.)

Meanwhile, site plans are being developed for each site, with the objective of being ready for construction once the final agreement is completed between the City and HCTD.

Passenger Shelters (cont.)

- 1200 block Georgetown Rd
- 300 block Elm St
- 300 block Sunset Ln
- Constitution near Wal-Mart
- N Main at Truman, Jason & Anderson (3)

Passenger Shelters (cont.)

- Robertson @ Phil
- Ave B @ Main
- Main near Credit Union
- 1200 block MLK
- 400 block W Ave B
- 300 and 700 block Casa Dr (2)

Passenger Shelters (cont.)

- 1000 block North Dr
- 900 block N 4th
- 400 block Williams
- 600 block Morris Dr



SHELTERS



QUALITY PROJECT

All New Freedom shelters are fully ADA accessible and meet Texas Accessibility Standards.

FUNDING REQUEST

As presented at the beginning of the New Freedom project, The HOP is requesting each city provide half of the required 20% local match for the shelter project. HCTD is providing half the local match, sharing the local match with the cities.

FUNDING REQUEST (cont.)

The City of Copperas Cove has already contributed \$8,321 for the shelter project. This year's budget request includes \$15,204, which is the balance of the local contribution, so the project can be completed in FY 2012.

FUNDING REQUEST (cont.)

- Total funding for the shelters in Copperas Cove = \$238,000
- Total funding provided by grant = \$190,400
- Total funding provided by HCTD = \$ 24,075
- Total funding requested from CC = \$ 23,525

OPERATING FUNDS

Each year, The HOP requests funding from each city based on the percentage of service hours provided in that city. For the current fiscal year (2010-2011) for Copperas Cove, The HOP requested \$16,725 for operating funding.

For the upcoming fiscal year, The HOP is requesting \$17,292 for operating funds.

TOTAL REQUESTED

For the upcoming fiscal year, The HOP is requesting from the City of Copperas Cove the following total funding:

Operating = \$ 17,292

Shelters = \$ 15,204

TOTAL = **\$ 32,496**

PROGRAM PURPOSE AND BENEFITS

The HOP provides service to some people who are “transit dependent” and cannot easily pursue employment, recreation, or shopping without the continued service The HOP provides. The HOP also provides a means of transportation that can reduce emissions and traffic congestion.

Eye to the Future

HCTD takes the responsibility of providing public transit very seriously, and has been very successful in identifying funding that has generally provided 80% of the cost for the purchase of new buses and for the purchase and installation of new shelters. HCTD operates a very modern fleet of well maintained buses, and works to provide a positive public image for the transit district and for the cities in which it operates.

Customer Service - 2011

| MONTH / YEAR | NUMBER COMPLAINTS | NUMBER PASSENGERS | COMPLAINTS/ 100 PASS | STANDARD |
|--------------|-------------------|-------------------|----------------------|-----------------|
| JAN 2011 | 5 | 45,859 | 0.01 | =/< 1 |
| FEB 2011 | 1 | 37,829 | 0.00 | =/< 1 |
| MAR 2011 | 4 | 52,630 | 0.01 | =/< 1 |
| APR 2011 | 2 | 46,918 | 0.00 | =/< 1 |
| MAY 2011 | 3 | 47,491 | 0.01 | =/< 1 |
| JUN 2011 | 4 | 52,706 | 0.01 | =/< 1 |
| JUL 2011 | | | | =/< 1 |
| AUG 2011 | | | | =/< 1 |
| SEP 2011 | | | | =/< 1 |
| OCT 2011 | | | | =/< 1 |
| NOV 2011 | | | | =/< 1 |
| DEC 2011 | | | | =/< 1 |
| TOTAL | 19 | 283,433 | 0.01 | =/< 1 |

Bus Road Calls- 2011

| MONTH / YEAR | # ROAD CALLS | # MILES | CALLS / 100K MILES | STANDARD |
|--------------|-----------------|------------------|-----------------------|----------|
| JAN 2011 | 14 | 169,748 | 8.25 | =/< 25 |
| FEB 2011 | 14 | 149,192 | 9.38 | =/< 25 |
| MAR 2011 | 27 | 196,290 | 13.76 | =/< 25 |
| APR 2011 | 20 | 181,148 | 11.04 | =/< 25 |
| MAY 2011 | 18 | 201,123 | 8.95 | =/< 25 |
| JUN 2011 | 27 | 194,787 | 13.86 | =/< 25 |
| JUL 2011 | | | | =/< 25 |
| AUG 2011 | | | | =/< 25 |
| SEP 2011 | | | | =/< 25 |
| OCT 2011 | | | | =/< 25 |
| NOV 2011 | | | | =/< 25 |
| DEC 2011 | | | | =/< 25 |
| TOTAL | 120 | 1,092,288 | 10.99 | |

Safety Performance- 2011

| MONTH / YEAR | # TRAFFIC ACCIDENTS | # MILES DRIVEN | TRAFFIC ACC / 100,000 MILES | STANDARD |
|--------------|---------------------|------------------|-----------------------------|----------|
| JAN 2011 | 6 | 169,748 | 3.53 | =/< 4 |
| FEB 2011 | 2 | 149,192 | 1.34 | =/< 4 |
| MAR 2011 | 2 | 196,290 | 1.02 | =/< 4 |
| APR 2011 | 2 | 181,148 | 1.10 | =/< 4 |
| MAY 2011 | 1 | 201,123 | 0.50 | =/< 4 |
| JUN 2011 | 6 | 194,787 | 3.08 | =/< 4 |
| JUL 2011 | | | | =/< 4 |
| AUG 2011 | | | | =/< 4 |
| SEP 2011 | | | | =/< 4 |
| OCT 2011 | | | | =/< 4 |
| NOV 2011 | | | | =/< 4 |
| DEC 2011 | | | | =/< 4 |
| TOTAL | 19 | 1,092,288 | 1.74 | |

FRS Missed Trips - 2011

| MONTH / YEAR | TOTAL TRIPS | TOTAL | % OF TRIPS | STANDARD |
|--------------|---------------|--------------|--------------|------------------|
| | PROVIDED | MISSED TRIPS | MISSED | |
| JAN 2011 | 3,105 | 8 | 0.26% | =/< 2% |
| FEB 2011 | 3,236 | 2 | 0.06% | =/< 2% |
| MAR 2011 | 3,865 | 3 | 0.08% | =/< 2% |
| APR 2011 | 3,407 | 2 | 0.06% | =/< 2% |
| MAY 2011 | 3,508 | 11 | 0.31% | =/< 2% |
| JUN 2011 | 3,604 | 16 | 0.44% | =/< 2% |
| JUL 2011 | | | | =/< 2% |
| AUG 2011 | | | | =/< 2% |
| SEP 2011 | | | | =/< 2% |
| OCT 2011 | | | | =/< 2% |
| NOV 2011 | | | | =/< 2% |
| DEC 2011 | | | | =/< 2% |
| TOTAL | 20,725 | 42 | 0.20% | =/< 2% |



Central Texas' Regional Public Transit System

Hill Country Community Action Association

- No prior funding through the City
- FY 2012 Request \$5,000

Hotel Occupancy Tax Fund

| Beginning Fund Balance | 2009 | 2010 | 2011 | 2012 |
|-------------------------------|-----------------|-----------------|------------------|----------------|
| Beginning Fund Balance | 109,128 | 83,645 | 39,493 | (3,355) |
| Revenues | 203,808 | 217,070 | 201,440 | 211,700 |
| Expenditures | | | | |
| Tourism – Chamber of Commerce | 180,000 | 186,000 | 177,750 | |
| Tourism – Boys & Girls Club | 12,622 | | | |
| Tourism – Downtown | 9,639 | 11,035 | | |
| TX Lodging – Advertising | 2,229 | 2,225 | 2,225 | |
| Arts – CC Country Opry | 3,000 | 2,000 | | |
| CHAMPS | 20,000 | 30,000 | 30,000 | |
| Miscellaneous | 1,800 | 149 | | |
| 2009 Tax Notes | | 29,813 | 34,313 | 33,713 |
| Contingencies | | | | 174,632 |
| Total Expenditures | 229,291 | 261,222 | 244,288 | 208,345 |
| Ending Fund Balance | \$83,645 | \$39,493 | \$(3,355) | \$ - |

Hotel Occupancy Tax Fund

Available funds to allocate in FY 2011-12

\$174,632

| Organization | Purpose | Amount Requested |
|---|-----------------------|-------------------------|
| HOT Committee | C.H.A.M.P.S. HOT Bowl | \$15,000 |
| | | |
| Chamber of Commerce | Promote Tourism | \$177,500 |
| | | |
| Remaining balance of available funds | | \$(17,868) |

Outside Organization Requests

- **City Council Direction**

PROPOSED FEE CHANGES

Fee Approved in Previous Years

- Licensed Facility Inspections

Created two groups in 2011: Inside & Outside City Limits

Outside City Limits Fees

- Private Schools, Day Care, Nursing Home, Assisted Living Centers (<50 occupants) \$100 + \$5/mile from Station
- Private Schools, Day Care, Nursing Home, Assisted Living Centers (>=50 occupants) \$200 + \$5/mile from Station
- Foster/Adoptive Home \$50 + \$5/mile from Station
- Re-inspection Fee \$200 + \$5/mile from Station

Fee Approved in Previous Years

- Utility Blanket Deposits – Two fees created in 2007

- Automatic Blanket Deposit \$100
- Non-automatic Blanket Deposit ¹ \$100
 - Service provided for 7 days

1. In order to waive the deposit fee, statement signed by the owner authorizing COCC to bill another utility account in the owners name if the owner's account is in good standing will be required.

Administrative Fees – Non-Departmental Fee Changes

| Name of Fee | Current Fee | Proposed Fee | Annual Impact of Change |
|---|-------------|--------------|-------------------------|
| Notary Public Fee – First signature on one document | N/A | \$6 | \$ - |
| Notary Public Fee – Each additional signature on one document | N/A | \$1 | \$ - |

Fire Department Fee Changes

| Name of Fee | Current Fee | Proposed Fee | Annual Impact of Change |
|---|-------------------|-------------------|-------------------------|
| EMS | | | |
| Annual License Fee – Private Ambulance Service | \$2,500 | \$3,000 | \$500 |
| Ambulance Transport Rates – Outside City Limits | \$800 + mileage | \$850 + mileage | \$11,900 |
| – “No Transport Fee” – City | \$150 + \$15/mile | \$200 + \$15/mile | \$15,000 |
| – “No Transport Fee” – County | \$200 + \$15/mile | \$250 + \$15/mile | \$1,650 |

Fire Department Fee Changes

| Name of Fee | Current Fee | Proposed Fee | Annual Impact of Change |
|--|-----------------------------|---|-------------------------|
| FIRE | | | |
| <i>Hazardous materials incidents, criminal/admin restitution, & disaster reimb</i> | | | |
| Each additional personnel | \$50/hour | \$50/half hour | \$ - |
| Investigator | \$50/hour | \$50/half hour | \$ - |
| Disposable supplies, damaged/contaminated equipment | Replacement cost + shipping | Replacement cost + shipping + admin fee | \$1,650 |

Fire Department Fee Changes

| Name of Fee | Current Fee | Proposed Fee | Annual Impact of Change |
|---|-------------|--------------|-------------------------|
| FIRE INSPECTIONS | | | |
| Fireworks display permit | \$250 | \$500 | \$ - |
| | | | |
| CENTRAL FIRE STATION MEETING ROOM RENTAL | | | |
| Birthday Party at the Fire House (includes half-sheet cake) | \$30 | \$35 | \$300 |

Code & Health Compliance Department Fee Changes

| Name of Fee | Current Fee | Proposed Fee | Annual Impact of Change |
|---|-------------|--------------|-------------------------|
| FOOD HANDLERS CARD | | | |
| One Year | \$10 | Remove | \$ - |
| Two Year – <i>Classroom Training</i> | \$15 | N/A | \$ - |
| Two Year – Online Training | N/A | \$14 | \$140 |
| Non-Profit use card – <i>Classroom Training</i> | \$2 | N/A | \$ - |
| | | | |
| MANAGER ACCREDITATION | | | |
| Course & Certification | \$ - | Remove | \$ - |
| Renewal | \$ - | Remove | \$ - |
| Registration of Certification within the City | N/A | \$10 | \$1,160 |

Parks & Leisure Department Fee Changes

| Name of Fee | Current Fee | Proposed Fee | Annual Impact of Change |
|---|-------------|--------------|-------------------------|
| SWIMMING POOLS | | | |
| Swimming pool admission – Children | \$2 | \$3 | \$15,000 |
| Summer Swim Pass – Family of 4 <i>(Remove \$10 for each add'l family member)</i> | \$100 | \$100 | \$2,000 |

Parks & Leisure Department Fee Changes

| Name of Fee | Current Fee | Proposed Fee | Annual Impact of Change |
|------------------------|-------------|--------------|-------------------------|
| BUILDINGS | | | |
| Civic Center – Deposit | \$500 | \$400 | \$ - |
| – Fee | \$400 | \$500 | \$3,500 |
| – Event Set Up Fee | N/A | \$100 | \$1,000 |
| – Kitchen Rental | N/A | \$100 | \$1,000 |
| – Sound System Rental | N/A | \$100 | \$500 |

Parks & Leisure Department

Fee Changes

| Name of Fee | Current Fee | Proposed Fee | Annual Impact of Change |
|---|-------------|--------------|-------------------------|
| PARK FACILITIES | | | |
| Pool Parties – Add'l Fee (76-100) | \$50 | \$100 | \$500 |
| – Add'l Fee (101-125) | \$75 | \$125 | \$500 |
| – Add'l Fee (Over 125) | N/A | \$150 | \$450 |
| | | | |
| YOUTH ACTIVITIES | | | |
| Youth Sports Fee – Basketball Team Fee (Division I Team Only) | N/A | \$500 | \$5,000 |

Parks & Leisure Department

Fee Changes

| Name of Fee | Current Fee | Proposed Fee | Annual Impact of Change |
|-------------------------------------|-------------|--------------|-------------------------|
| LIBRARY | | | |
| Computer Classes (per class period) | N/A | \$10 | \$200 |
| Faxing Service – Send only per page | N/A | \$2 | \$5,000 |
| | | | |
| LIBRARY FINES | | | |
| Lost Vertical File Material | \$1 | Remove | \$ - |
| Overdue Postage – Certified | \$6 | Remove | \$ - |

Parks & Leisure Department

Fee Changes

| Name of Fee | Current Fee | Proposed Fee | Annual Impact of Change |
|--|--------------|--------------|-------------------------|
| LIBRARY MISC. REPAIR/ REPLACEMENT COSTS | | | |
| Repaired Video/Audio Cassettes, DVDs, CDs | Actual Costs | Remove | \$ - |
| Single Cassette Albums | \$3.50 | Remove | \$ - |
| Double Cassette Albums | \$3.75 | Remove | \$ - |
| Three Cassette Albums | \$4.00 | Remove | \$ - |
| Four Cassette Albums | \$5.50 | Remove | \$ - |
| Six Cassette Albums | \$5.75 | Remove | \$ - |
| Eight Cassette Albums | \$6.00 | Remove | \$ - |
| Ten Cassette Albums | \$6.00 | Remove | \$ - |
| Twelve Cassette Albums | \$8.75 | Remove | \$ - |
| Blank Computer Disk | \$1.00 | Remove | \$ - |

Parks & Leisure Department

Fee Changes

| Name of Fee | Current Capacity | Revised Capacity |
|--|------------------|------------------|
| LIBRARY MISC. REPAIR/ REPLACEMENT COSTS | | |
| Change storage capacity for CD Albums: | 4-5 | 2-12 |
| | 6-9 | 13-24 |
| | 10-19 | 26-36 |
| | 20+ | 34-48+ |

Parks & Leisure Department

Fee Changes

| Name of Fee | Current Fee | Proposed Fee | Annual Impact of Change |
|--|-------------|--------------|-------------------------|
| LIBRARY MISC. REPAIR/ REPLACEMENT COSTS | | | |
| CD Albums 34-48+ Capacity Storage | \$14.00 | \$15.00 | \$ - |
| Audio Cassette Kit | N/A | \$2.00 | \$20 |
| CD TRIMpak Case (Kit items) | N/A | \$2.00 | \$20 |
| Protective Strips – CDs/DVDs | \$1.00 | \$2.00 | \$50 |
| Minor Damage Fee (per item) | N/A | \$5.00 | \$1,000 |

Parks & Leisure Department

Fee Changes

| Name of Fee | Current Fee | Proposed Fee | Annual Impact of Change |
|-----------------------------------|-------------|--------------|-------------------------|
| SENIOR MEETING ROOM RENTAL | | | |
| Deposit | N/A | \$200 | \$ - |
| 1 Hour Rental | N/A | \$100 | \$2,000 |
| Each additional hour | N/A | \$20 | \$ - |

Planning Fee Changes

| Name of Fee | Current Fee | Proposed Fee | Annual Impact of Change |
|---------------------|-------------|--------------|-------------------------|
| Dedication Plat Fee | N/A | \$250 | \$1,000 |

Utilities Fee Changes

| Name of Fee | Current Fee | Proposed Fee | Annual Impact of Change |
|---|-------------|--------------|-------------------------|
| Utilities Pay Credit Card Payment Phone Convenience Fee | N/A | \$2 | \$ - |
| Disconnect Fee | N/A | \$6 | \$ - |
| | | | |
| DEPOSITS | | | |
| Water – ¾” meter | \$34 | \$50 | \$ - |
| Sewer – Residential | \$21 | \$50 | \$ - |
| | | | |
| RATES (Per 1,000 gallons of water) | | | |
| Water – ¾” meter | \$2.98 | \$3.07 | \$82,612 |
| Sewer – All customers | \$3.60 | \$4.00 | \$239,252 |

Solid Waste Fee Changes

| Name of Fee | Current Fee | Proposed Fee | Annual Impact of Change |
|---------------------------|--------------------|--------------------|-------------------------|
| DEPOSITS | | | |
| Solid Waste – Residential | \$35 | \$40 | \$ - |
| Solid Waste – Commercial | \$60 | \$65 | \$ - |
| | | | |
| COMPOST | | | |
| Kraft Bags | \$0.31 + sales tax | \$0.34 + sales tax | \$ - |

SOLID WASTE FUTURE CONSIDERATIONS

Solid Waste Brush Collection

- Policy direction from Council – Future questions to consider:
 - Is a higher level of service expected?
 - Does Council want to open the transfer station for daily brush drop off?
 - Is Saturday drop off a priority?
 - Do you want a separate fee for curbside pick up?
 - Do you want free/unlimited curbside pick up?
 - Do you want to charge for kraft bag pick up?

CHANGES TO THE PROPOSED BUDGET

FY 2011-2012 Budget

- City Council Direction
- Questions



Copperas Cove

Chamber of Commerce & Visitors Bureau

The Front Door of the City

**Copperas Cove
Tourism & Visitors Bureau
FY 2011-2012 HOT Funds Request**

Copperas Cove Chamber of Commerce

Tourism & Visitors Bureau

**These are two separate businesses
with two separate funding sources**

- **The Chamber is funded by membership, events, fundraising & sponsorship**
- **The Visitors Bureau is funded by Hotel Motel Tax funds**

Copperas Cove Chamber of Commerce

Mission Statement

The Copperas Cove Chamber is organized to advance the general welfare and prosperity of the Copperas Cove area so that its citizens and all areas of its business community shall prosper. All necessary means of promotion shall be provided and particular attention and emphasis shall be given to the economic, civic, commercial, cultural, industrial and educational interests of the area.

Copperas Cove Chamber of Commerce

Key Activities

Funding: Membership---Events---Fundraising---Sponsorship

Membership: Cove & Surrounding area businesses

Promote Businesses: Shop Cove---Website listings---Promotions---Ribbon Cuttings---Ground Breaking Ceremonies---Grand Openings---Mixers---Email Campaigns---Military Affairs Dinners---AUSA---Fort Hood Events

Promote City: State of the City---Ribbon Cuttings-----Political Forums--Ground Breakings Ceremonies--- Building Dedications---Christmas Tree Lighting---Fishing in the Park---Easter Egg Hunt---Polar Bear Swim—AUSA---Surrounding Chambers---Civic Organizations---Military Affairs Dinners---Website Support---National Night Out---Fort Hood Events

Promote CCISD: Sponsorship & Promotion---Email Support---Word of Mouth Promotion---Military Affairs Dinners—Website Support

Copperas Cove Tourism & Visitors Bureau

Copperas Cove Tourism & Visitors Bureau Mission Statement

The Mission of the Copperas Cove Visitors Bureau is to enhance economic and social growth for the benefit of its members, visitors, and the residents of our community. The Visitors Bureau works to market develop and coordinate tourism events and activities that will increase awareness of Copperas Cove as a destination, stimulate overnight stays and enhance visitor spending to ultimately produce a substantial impact for our community.

Copperas Cove Tourism & Visitors Bureau *Key Activities*

Bike/Run Central Texas: TBI Bike Race---Cove House Bike Rally-Fort Hood Challenge---Tough Cookie---Jack Rabbit Run---Gallop or Trot---Summer Fun Run

Rabbit Fest: Held Annually for over 30 Years

Krist Kindl Markt: Held Annually since 1995

Hood Howdy: Held twice a year at Fort Hood

Parades: Rabbit Fest & Lighted Christmas Parade

Joint Image: In partnership with CCISD & EDC to promote city jointly throughout Army installations

Promote City, CCISD & EDC: Requests for information are handled on a daily basis

Hotel Occupancy Tax Fund

State Requirements – Tax Code Chapter 351

In order to qualify to receive Hotel Occupancy Tax Funds criteria #1 must be met.

Upon meeting criteria #1; the expenditures must qualify in one of the 8 remaining categories.

➤ **Criteria #1: First, every expenditure must DIRECTLY enhance and promote tourism AND the convention and hotel industry.**

- a. Funding the establishment, improvement, or maintenance of a convention center or visitor information center
- b. Pay the administrative costs for facilitating convention registration
- c. Paying for advertising, solicitations, and promotions that attract tourists and convention delegates to the city or its vicinity
- d. Expenditures That Promote the Arts
- e. Funding Historical Restoration or Preservation Programs
- f. Funding costs in our county to hold sporting events that substantially increase hotel activity
- g. Fund the Enhancement or Upgrading of Existing Sports Facilities or Sports Fields for Certain Municipalities
- h. Funding transportation systems for tourists

Copperas Cove Tourism & Visitors Bureau

FY 2011-2012 HOT Funds Request

Copperas Cove Tourism & Visitors Bureau

FY 2011 -12 Requested HOT Fund Amount

\$177,500

Unmet Needs \$67,922

➤ In promoting & marketing Copperas Cove & tourism we face many expenses in the following areas:

Advertisement

General & Administrative

Festivals

Entertainment

Events

Promotion

➤ The unmet needs stated above are Tourism expenditures paid out of the Chamber Operating Fund

Copperas Cove Tourism & Visitors Bureau

Request Summary FY 2008 - Current

| | | |
|---------------------------|----------------|------------------|
| HOT Funds Approved | 2007-08 | \$125,000 |
| HOT Funds Approved | 2008-09 | \$150,000 |
| Additional Funds | 2008-09 | \$ 30,000 |
| HOT Funds Approved | 2009-10 | \$170,000 |
| Additional Funds | 2009-10 | \$ 16,000 |
| HOT Funds Approved | 2010-11 | \$177,750 |
| HOT Funds Proposed | 2011-12 | \$177,500 |

Meeting Date: 08/16/2011

Contact: Tracy Molnes, Purchasing Officer, Finance

SUBJECT

Consideration and action on awarding a bid for Fuel Supply, Fuel Management and Automation System.
Tracy Molnes, Purchasing Officer

BACKGROUND/HISTORY

The current fuel bid with Texas Fleet Fuel has been on a month to month basis since September 30, 2009. The City currently pays \$0.06 above the Oil Price Information Service (OPIS) average for unleaded gasoline and diesel fuel plus the actual freight for delivery.

FINDINGS/CURRENT ACTIVITY

Invitations to bid and specifications were distributed to vendors on July 19, 2011. Four vendors were solicited for bids along with web postings of the invitation to bid. On August 3, 2011 one bid was received from Texas Fleet Fuel of Austin, Texas.

ACTION OPTIONS/RECOMMENDATION

City staff recommends awarding Bid 2011-19-55 for the purchase of Fuel Supply, Fuel Management and Automation System from Texas Fleet Fuel of Austin, TX.

Fiscal Impact

Funds available Y/N?: Y

FINANCIAL IMPACT:

At a \$0.08 mark up above the Flint Hills Unbranded Rack, this will be a \$0.02 increase over our last bid price. The City's annual usage of unleaded fuel is approximately ninety-one thousand (91,000) gallons at the \$0.06 mark-up caused a \$5460.00 increase over the price per gallon, using the new bid price of \$0.08 mark-up will cause a \$7280.00 increase over the price per gallon with a difference of \$1,820.00. The City's annual usage of diesel fuel is approximately seventy-eight thousand (78,000) gallons at the \$0.06 mark-up caused a \$4680.00 increase over the price per gallon, using the new bid price of \$0.08 mark-up will cause a \$6240.00 increase over the price per gallon with a difference of \$1,560.

Each Department appropriately budgets for fuel usage. Beginning in Fiscal Year 2012, gasoline was budgeted at \$3.66 per gallon and diesel was budgeted at \$3.93 per gallon. The City's current unleaded and diesel fuel as of August 03, 2011 is \$3.2302 for unleaded and \$3.411 for diesel. The prices do include freight.

Attachments

[Bid Tabulation Sheet](#)

City Council Regular

G. 6.

Meeting Date: 08/16/2011

Contact: Jane Lees, City Secretary, City Secretary

SUBJECT

Consideration and action on the appointment of an alternate City Secretary. **Jane Lees, City Secretary**

BACKGROUND/HISTORY

The City of Copperas Cove City Charter, Section 2.12 - City Secretary, states: "The city council shall also appoint an alternate city secretary to serve in the absence of the city secretary."

FINDINGS/CURRENT ACTIVITY

Since December 1, 2009, the position of alternate City Secretary has been held by Stefanie Brown, the Deputy City Secretary.

Ms. Brown has recently been reassigned to Public Works. The position of Deputy City Secretary will be an unfunded position in the upcoming Fiscal Year 2011-2012.

Ms. Lisa Wilson, Executive Secretary to the City Manager, held the position of Deputy City Secretary and Alternate City Secretary in the past, thus is qualified to serve in the capacity of alternate City Secretary should the need arise.

ACTION OPTIONS/RECOMMENDATION

City staff recommends the City Council appoint an alternate City Secretary to serve in the absence of the City Secretary.

City Council Regular

G. 7.

Meeting Date: 08/16/2011

Contact: Tim Molnes, Police Chief

SUBJECT

Consideration and action on authorizing the City Manager to execute an agreement with the Copperas Cove Independent School District (CCISD) for Policing Services. **Tim Molnes, Police Chief.**

BACKGROUND/HISTORY

On November 10, 1998, a contract was entered into between the Copperas Cove Independent School District (CCISD) and the City of Copperas Cove in a joint effort to provide a safe environment for the school children of Copperas Cove.

FINDINGS/CURRENT ACTIVITY

The attached contract expires at the end of September 2012. No changes to the contract from the prior fiscal year are included to the reimbursement amounts for services provided. The contract provides for two uniformed police officers to perform law enforcement related activities for the School District.

The contract has been reviewed by the City Attorney. The Copperas Cove Independent School District School Board approved the agreement on August 9, 2011. The agreement covers the 2011-2012 fiscal year beginning October 1, 2011 and ending September 30, 2012, with an option to renew the contract in future years.

ACTION OPTIONS/RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute the agreement with CCISD to provide police services to the district. .

Fiscal Impact

Funds available Y/N?: Y

FINANCIAL IMPACT:

All costs in providing this service will be reimbursed to the City in quarterly installments. Total reimbursement will equal \$123,773.

Attachments

CCISD/COCC Agreement

**STATE OF TEXAS
COUNTY OF CORYELL**

This agreement is made between the Copperas Cove Independent School District (herein referred to as "the District") and the City of Copperas Cove, Texas, a home rule municipality (herein referred to as "the City") in a joint effort to provide a safe environment for the children of Copperas Cove.

1. Term of Agreement: This agreement will be in effect for a one (1) year period commencing on October 1, 2011 and shall expire September 30, 2012.
2. Renewal of Agreement: This agreement may be renewed annually if the parties so desire. Upon renewal, both parties will continue to be bound by the terms of this agreement. Neither party is bound to renew this agreement for successive years and no notice of intent to renew this agreement is required.
3. Consideration:

The City:

- A. Shall assign two (2) full-time certified peace officers to patrol District grounds and facilities during each contract year. Each officer shall patrol District facilities and grounds for forty (40) hours per week during the school terms, and shall conduct such patrols during hours designated by the District as regularly scheduled school hours.
- B. Shall be responsible for insuring that the officers are covered by the City's liability insurance policy while on duty at the schools.
- C. Shall provide transportation for the officers in the form of a police patrol vehicle on campus.
- D. Shall provide after-hour officers for extra-curricular activities that occur within the city limits of Copperas Cove as requested by the District at the District's expense.
- E. Shall provide, install, maintain and operate, other than those owned, provided, maintained, and installed by the Texas Department of Transportation, all flashing lights at intersections designated by the City at school cross walks when needed to slow the traffic. Electrical service currently provided by the District shall continue to be the District's responsibility.
- F. Shall be responsible for designating, marking, and maintenance of official school cross walks.

- G. Shall assist in providing training for crossing guards when requested.
- H. Shall provide a replacement officer to the District when an officer is absent due to illness, injury, court appearance or other approved temporary leave without additional cost to the District. If an absence is for a court appearance that is directly related to the performance of the school officer's duties for the District, a replacement officer will be provided only at the request of the District and at an additional cost to the District.

The District:

- A. Shall remit \$123,773.00 to the City for providing this service. The payment of this flat rate will be in quarterly payments of \$30,943.25. Payment shall be made no later than the 15th day after the end of each quarter. All such payments shall be made from current revenues appropriated by the District for payments under this Agreement.
 - B. Shall reimburse the City at total cost for after-hour officers requested by the District for extra-curricular activities.
 - C. Shall reimburse the City at a total cost for any replacement officer requested by the District as set out in this contract.
 - D. Shall employ, train, and supervise crossing guards to work at cross walks where the District deems necessary. The City shall not be responsible for temporary crossing guards when an absence of a guard occurs; however, if manpower allows, the City may assist.
 - E. The District shall furnish to the City each year the name and daytime telephone number of the District employee responsible for the crossing guard program.
 - F. Agrees and Understands that in the event the Emergency Operations Center ("EOC") is activated, the City's staffing and manpower needs shall take priority over the requirements of this Agreement.
4. Termination of Agreement: Either party may terminate this agreement for any reason by giving at least thirty (30) days written notice. Such written notice shall be delivered by certified mail to the central administrative office of the party receiving the notice.
5. Liability: The District and the City are responsible for the acts of their respective employees. The parties agree that all officers working pursuant to this agreement are employees of the City and are not employed by the District. The

City assumes no liability for the acts of the District or its agents or employees. The District assumes no liability for the acts of the City or its agents or employees.

6. Duties of Officers: The District facilities and grounds to be patrolled shall be determined in the sole discretion of the City and its officers. While on campus or at school related activities, the officers will report their presence to the principal or the principal's designee. The officers will consult with the principal or the principal's designee in planning patrol activities, and will endeavor to keep the principal or the principal's designee fully informed as to the officer's observations and activities during patrol. Each principal and/or designee shall be clearly identified to the City by the District.
7. Entire Agreement: This document is the final agreement of the parties. There are no representations or promises between the parties other than those set out herein.
8. Amendments: This agreement may be amended or any of its items modified upon mutual agreement of the parties. Such amendment must be written, dated, and signed by the authorized representatives of each party.
9. Performance, Governing Law: This agreement is to be performed wholly in the State of Texas and is to be interpreted and governed by Texas Law. Further, the venue for this contract is executed in duplicate originals.

COPPERAS COVE INDEPENDENT
SCHOOL DISTRICT

ATTEST:

BY: _____
Rose Cameron, Superintendent

Kathy Blake, Secretary

CITY OF COPPERAS COVE

BY: _____
Andrea Gardner, City Manager

Jane Lees, City Secretary

Approved As To Form

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

Meeting Date: 08/16/2011

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

SUBJECT

Consideration and action on authorizing the City Manager to enter into an Inter-local Agreement with the Copperas Cove Independent School District to share facilities for recreational purposes. **Ken Wilson, Division Head of Parks & Leisure Services**

BACKGROUND/HISTORY

The City of Copperas Cove and the Copperas Cove Independent School District has had an ongoing relationship for many years sharing athletic and recreational facilities for the betterment of the community. The City and the District have determined that it is in the best interest of taxpayers' funds and overall efficiency of service delivery to use both facilities.

The Parks and Recreation Department utilizes CCISD tennis courts, practice fields, gymnasiums, the auditorium at Ave. E, the soccer field at Ave. E, a track, and computer labs for city organized sports leagues and recreational classes throughout the year.

The District utilizes the Civic Center, Turkey Creek Activity, Allin House, City Park and South Park pools, softball fields, Hills of Cove Golf Course, and the use of Channel 10 for District sponsored activities.

FINDINGS/CURRENT ACTIVITY

The agreement defines the terms and conditions of the shared facilities. The term of the contract will begin September 1, 2011 and will be for a term of one year. The contract will be reviewed by both agencies in August 2012 for the 2012/2013 agreement. No changes were made to the agreement concerning dates of contract; however, the amount to be paid to the City was decreased by \$2,000 to assist in offsetting the increase in janitorial services experienced by CCISD. The agreement was reviewed by City staff and School District Administration staff.

ACTION OPTIONS/RECOMMENDATION

City staff recommends that the City Council authorize the City Manager to enter into the attached agreement with CCISD to provide shared facilities for city sponsored recreational activities.

Fiscal Impact

Funds available Y/N?: Yes

FINANCIAL IMPACT:

Utilization of facilities for District or City sponsored activities is free of charge with the exception of the golf course. The City Staff and the District have reviewed and agreed the District will pay an annual fee of \$2,000 for the use of the golf course and driving range for official golf team use. Upkeep of facilities will be the financial responsibility of each party.

Attachments

CCISD agreement

INTERLOCAL GOVERNMENT AGREEMENT TO SHARE FACILITIES

STATE OF TEXAS, COUNTY OF CORYELL

This agreement is entered into on the 1st day of September, 2011 between the City of Copperas Cove, a municipal corporation of the State of Texas, herein called the "City" and the Copperas Cove Independent School District, a public school of the State of Texas, herein called the "District."

WHEREAS, the governing bodies of the City of Copperas Cove and the Copperas Cove Independent School District desire to share facilities with each other for the betterment of the community;

WHEREAS, the City and the District seek to re-affirm their long standing sharing of facility arrangements by formulating a written agreement defining the terms and conditions of shared facilities; and

WHEREAS, the City and the District have determined that in the best interest of taxpayer funds and overall efficiency of service delivery and agreement for sharing facilities is desired.

NOW THEREFORE, THE FOLLOWING TERMS AND CONDITIONS ARE AGREED:

SECTION I *ENTITIES DEFINED*

This agreement is applicable only to the legal government entities stated above, and does not apply to organizations associated with, but not legally a part of, each entity. Usage by organizations other than the stated entities must be approved by both the "City" and "District".

SECTION II *DISTRICT FACILITIES AVAILABLE TO THE CITY*

Unless specifically stated, the facilities owned by the District that are available to the City free of charge and are covered under this Agreement include the following facilities for the indicated dates and hours:

- 1) Outdoor Practice Fields at all elementary and intermediate schools year-round, but only after 4:00 p.m. on school days and between the hours of 8:00 a.m. and 8:00 p.m. on all other days. Scheduling subject to standard District policy and availability as coordinated with the Athletic Director.
- 2) Tennis Courts at all schools, excluding high school athletic annex courts, year-round, but only after 4:00 p.m. on school days and between the hours of 8:00 a.m. and 8:00 p.m. on all other days; scheduling subject to standard District policy and availability as coordinated with the Athletic Director.
- 3) Up to five (5) gymnasiums at elementary or intermediate schools (selected on a yearly basis), Mondays, Tuesdays, Wednesdays, Thursdays and Saturdays from November 1 to January 29th, and Sunday afternoons from January through March (not to exceed 968 hours per year) if the high school and/or junior high schools do not need gyms for practice or tournament play. Scheduling subject to standard District policy and availability as coordinated with the Athletic Director.

- 4) The gymnasium at Avenue E Alternative Learning Center. Scheduling subject to standard District policy and availability as coordinated with the Athletic Director.
- 5) The Soccer Complex at Avenue E alternative Learning Center for games only at times coordinated with Athletic Director.
- 6) One track (selected yearly) on a year-round basis. Scheduling subject to standard District policy and availability as coordinated with the Athletic Director.
- 7) The use of a computer lab for adult and senior citizens basic computer instruction for up to 48 hours of use (evening and weekend) per year. Scheduling subject to standard District policy and availability.

SECTION III
CITY FACILITIES AVAILABLE TO THE DISTRICT

Unless specifically stated, the facilities owned by the City that are available to the District free of charge and are covered under this Agreement include the following facilities for the indicated dates and hours:

- 1) The City Civic Center year-round use; scheduling subject to standard City policy and availability.
- 2) Turkey Creek Activity Center year-round use; scheduling subject to standard City policy and availability.
- 3) Allen House year-round use; scheduling subject to standard City policy and availability.
- 4) City Park and South Park Pools year-round for official swim team use; scheduling subject to availability.
- 5) Softball field #3, #4, and #5 at the City Park.
 * Girls softball field #3 not available mid March through July.
 * Adult softball field #5 year-round use scheduling subject to standard City policy and availability.
 *Field #4 year-round use scheduling subject to standard City policy and availability.
- 6) Hills of Cove Golf Course year-round golf program for the official team.
 * Unlimited use of golf course and driving range 7 days a week. (Monday through Friday and weekends and holidays after 12:00 p.m. Tee times subject to availability.)
 * Use restricted to golf coaches and team members of the High School and Junior High School golf programs, as group or individuals with approved adult supervision.
 * Three (3) tournaments per year.
 * Cart rental not included.
 * Annual fee of \$2,000.00 due in September of each year of the contract period.
- 7) Use of Channel 10 subject to availability.

SECTION IV
ADDITIONAL USAGE

If either the City or the District requests the expansion of the number of hours set forth in this Agreement, or if either the City or the District requests the use of additional facilities not described in Sections II or III of this agreement, facilities may be made available based on mutual agreement, and availability of the facility.

SECTION V
MAINTENANCE OF FACILITIES

Maintenance of facilities, to include repairs, upkeep, and custodial services shall be the responsibility of the entity, which owns the facility. When using the other entity's facility, however, each entity shall agree to leave it in the same condition, as it was when the activity began, and shall endeavor to keep the facility as clean as possible.

SECTION VI
SUPERVISION

In cases where the District is using City facilities under the provisions of this Agreement, such activities shall be considered as District sponsored, be an integral part of the District's instructional program, and shall be under the supervision of District personnel designated by the District.

In cases where the City is using District facilities under the provisions of this Agreement, such activities shall be considered as City sponsored, be an integral part of the City's program, and shall be under the supervision of City personnel by the city.

SECTION VII
RESPONSIBILITY AND LIABILITY

In cases where the District uses City facilities under the provisions of the agreement, the District agrees to abide by all City rules and regulations while on City property. In addition, the District also agrees to be responsible for any and all claims, which may arise from the usage, and shall hold the City harmless from any liability claims, which may arise from the event. The District also agrees to be responsible for any property damage, which may arise from such usage.

In cases where the City uses District facilities under the provisions of the agreement, the City agrees to abide by all District rules and regulations while on District property. In addition, the City also agrees to be responsible for any and all claims, which may arise from the usage, and shall hold the District harmless from any liability claims, which may arise from the event. The City also agrees to be responsible for any property damage, which may arise from such usage.

SECTION VIII
POINT OF CONTACT

Unless otherwise stated, the point of contact for the District for implementing and scheduling usage under the provisions of this agreement shall be the Deputy Superintendent. All requests to use District facilities from the city must be submitted by the City point of contact in writing (fax, email, etc.), and it shall be his/her responsibility to coordinate the usage with District personnel and issue written approval to such requests. All District requests to use City facilities must originate with the Deputy Superintendent and be in writing.

Unless otherwise stated, the point of contact for the City for implementing and scheduling usage under the provisions of this agreement shall be the Director of Community Services. All requests to use City facilities from the District must be in writing (fax, email, etc.), and it shall be his/her responsibility to coordinate the usage with City personnel, and issue written approval to such requests. All city requests to use District facilities must originate with the Director of Community Services and be in writing.

SECTION IX
ADMINISTRATIVE PROCEDURES AND SCHEDULING

District activities have precedence in usage of district facilities. In order for the City to use District facilities, the City's point of contact shall submit a written request to the District's point of contact. It shall be the District point of contact's responsibility to work with other District personnel to determine if the facility is available, and to work out the scheduling. Once this has been done, the District point of contact shall inform the City in writing within seven (7) days on the status of the request and the determination made, and shall file copies with appropriate District personnel. The District point of contact shall be responsible for monitoring City usage of District facilities in respect to the provisions of this agreement.

City activities have precedence in usage of City facilities. In order for the District to use City facilities, the District's point of contact shall submit a written request to the City's point of contact. It shall be the City point of contact's responsibility to work with other City personnel to determine if the facility is available, and to work out the scheduling. Once this has been done, the City point of contact shall inform the District in writing within seven (7) days on the status of the request and the determination made, and shall file copies with appropriate City personnel. The City point of contact shall be responsible for monitoring District usage of City facilities in respect to the provisions of this agreement.

SECTION X
TERM OF AGREEMENT

This annual Agreement will be reviewed in August by both parties. Effective dates of this Agreement are September 1, 2011 to August 31, 2012.

Either party may terminate this agreement upon thirty (30) days written notice to the other at the following addresses:

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

Copperas Cove ISD
Attn: School Superintendent
703 W Ave. D
Copperas Cove, TX 76522

In the event this agreement is terminated in accordance with this section, the City shall refund to the District the fees paid pursuant to Section III (6) of this agreement. Such refund shall be prorated in proportion to the unexpired term remaining under this agreement upon the effective date of termination.

Either party may request re-negotiation of the Agreement with 30 days notice.

Agreement is hereby approved and executed in duplicate originals on this 31st day of August 2011, by the representatives of the City and the District as authorized by their governing bodies.

Andrea Gardner
City Manager

Rose Cameron, Ed.D.
Superintendent

ATTEST:

ATTEST:

Jane Lees
City Secretary

Kathy Blake
Secretary to the Superintendent

City Council Regular

I. 1.

Meeting Date: 08/16/2011

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

SUBJECT

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

BACKGROUND/HISTORY

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

FINDINGS/CURRENT ACTIVITY

During a Regular City Council Meeting on July 19, 2011, three new members were appointed by the City Council bringing the total on the commission to twelve (12). Since, one member resigned due to attending college in another town and one new application was received. With Council approval on the appointment, the number of vacant seats on the commission will be three (3).

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

Ms. Dani Parsons

The application is attached for Council review and consideration. Keep Copperas Cove Beautiful will continue to seek new members to fill the remaining three (3) positions.

ACTION OPTIONS/RECOMMENDATION

City Staff recommends that the City Council appoint Ms. Dani Parsons to the Keep Copperas Cove Beautiful Commission.

Attachments

Parsons Application

Candidate Application for City Council-Appointed Boards & Commissions

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

Please attach your resume (optional).

Board Preference 1: Keep Copperas Cove Beautiful Commission (KCCB)

Board Preference 2: _____

Name: Dani Parsons

Street Address: 315 Barber Drive

City Resident: 9 years Personal E-Mail: danikparsons@yahoo.com

Primary Phone: (254)-833-4490 Home ^{number:} Fax: (254)-518-6317

Profession: student at Copperas Cove High School

Business Name: _____

Business Address: _____

City: _____ State _____ Zip: _____

Business Phone: _____ Business Fax: _____

Business E-Mail: _____

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

I have volunteered for KCCB for many events in the past. I also began a plastic bottle recycling project at my school this year.

Civic Activities/Professional Affiliations National Honor Society (NHS) with the high school, Student Council,

I verify that the information I have provided in this application to be true and correct. I also understand that this information may be made available to the public.

Dani Parsons
Signature

July 11, 2011
Date

Please return completed application and resume to:
City Secretary's Office, City Hall
507 S. Main Street, Copperas Cove, Texas 76522
Phone: (254) 547-4221



City Council Regular

I. 2.

Meeting Date: 08/16/2011

Contact: Mike Heintzelman, Deputy Police Chief, Animal Control

SUBJECT

Consideration and action on appointments/reappointments of five (5) members to the Animal Shelter Advisory Committee and appointment of Chairperson. ***Mike Heintzelman, Deputy Chief of Police***

BACKGROUND/HISTORY

The City of Copperas Cove Animal Shelter is regulated by the Texas Department of State Health Services and must comply with the Texas Health and Safety Code. Chapter 823 of the Health and Safety Code mandates that a municipality in which an animal shelter is located (having a county population exceeding 75,000) shall appoint an advisory committee. During a regular council meeting on February 15, 2011, Ordinance No. 2011-12 was adopted by council. Section 3-80 states that five (5) members of this committee be appointed by council. These members will consist of the following: One (1) licensed veterinarian, One (1) representative from an animal welfare organization, and Three (3) individuals who reside within the city limits. The term of office of each appointed committee member shall be two (2) years. Further Sec. 3-82 of Copperas Cove Code of Ordinances states that the city council shall appoint annually a member to serve as chairperson.

FINDINGS/CURRENT ACTIVITY

In an effort to recruit committee members, staff advertised on the public government access channel and on the city's website beginning on July 7, 2011 to present.

The following applications were submitted:

- Robyn Bandinel (resident of city and animal welfare organization)
- Beau Brabbin (resident of city)
- Klaudia Brand (resident of city)
- Lavon Grier (resident of city)
- Melker Johansson (resident of city and animal welfare organization)
- Ernie Lee (resident of city)
- Patricia Thomas (resident of city)
- Michalea Ramos (animal welfare organization)
- Gabriella Smith (animal welfare organization-expired)
- Bill Stephens (resident of city)
- Barbara Story (resident of city and animal welfare organization)

No applications received from a licensed veterinarian.

ACTION OPTIONS/RECOMMENDATION

Appoint one (1) member who is a representative from an animal welfare organization and appoint three (3) members who reside within the city limits. Appoint one member from the committee to serve as chairperson for one year.

Attachments

Bandinel

Brabbin

Brand

Grier

Johansson

Lee

Ramos

Smith

Stephens

Story

Thomas

Candidate Application for City Council-Appointed Boards & Commissions

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

received
7/11/11 [initials]

Please attach your resume (optional). *- See Attached*

Board Preference 1: Animal Advisory Board

Board Preference 2: Animal Advisory Board

Name: Robyn Bandinel

Street Address: 7406 Pony Express Lane

City Resident: 6 years Personal E-Mail: robbyn1160@yahoo.com

Primary Phone: 254-458-7575 Home Fax: _____

Profession: Clinical Esthetician

Business Name: Elite Esthetics - www.eliteesthetics.com

Business Address: 128 Cove Terrace Shopping Plaza

City: Copperas Cove State Tx Zip: 76522

Business Phone: 254-458-7575 Business Fax: _____

Business E-Mail: _____

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

Resume Attached

Civic Activities/Professional Affiliations Chamber - local animal

Rescues

I verify that the information I have provided in this application to be true and correct. I also understand that this information may be made available to the public.

Signature [Handwritten Signature]

Date July 8, 2011

Please return completed application and resume to:
City Secretary's Office, City Hall
507 S. Main Street, Copperas Cove, Texas 76522
Phone: (254) 547-4221


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

ROBYN BANDINEL

TEL: 254-458-7575 Email:robyn1160@yahoo.com

Elite Esthetics Copperas Cove, Tx. 2004 - Present

Clinical Esthetician- Self-employed

Humane Society of Greater Miami 2000-2003

Shelter Manager-Fine Soffer Shelter- Managed Adoptions and Co Managed Shelter to ensure efficient, humane functioning of daily shelter operations. Interviewing, selecting, hiring, and training of applicants and employee scheduling. Directing work, assessing job performance, correcting unsatisfactory employee job conduct and performance addressing and resolving complaints and work related issues. Involved in animal health issues and record keeping insuring all animals are bathed and given appropriate vaccinations and medications. Implemented humane education public awareness programs in schools and fund-raising events. Raised awareness and helped incorporate a low cost spay /neuter program for low-income families. Responsible for all areas of customer service and in house volunteer training.

Mary Kay Skin Care Cosmetics, Miami, FL 1997-2000

Cosmetics Director- Supervised and trained a team unit of fifty women on selling, servicing and building relationships with their client base. Participated in and directed market strategies and money management seminars for the women in my team. Of 500,000 consultants worldwide promoted to top two percent of the company as a Director, a result of high sales productivity and team building skills.

ABC Telecommunications Services, Miami, FL 1995-1997

Communications Analyst- Responsible for long distance communication sales and account upgrades. Demonstrated advanced wireless communication systems. Maintained existing accounts and developed new accounts within my territory.

Dolphin Sanctuary Trust Inc., Sarasota Florida 1989-1993

Director & Founder/Marketing and Fund-raising- Responsible for raising funds for non-profit organization named "The Dolphinage". Created and organized three major fund raising events per year. Coordinated and wrote advertising and promotional material for public T.V. and radio spots as well as columns for the Florida Quarterly and Sarasotan Quarterly. Spoke to special interest groups, public schools and at community events to promote the Dolphinage, as well as educate the public towards the importance of worldwide awareness.

Pelican Society, Sarasota, FL 1989-1993

Volunteer Docent-Duties included educating local schoolchildren towards the importance of saving these protected birds. Worked on hand feeding and caring for sick and wounded birds of paradise.

SeaWorld Marine, SeaWorld, Orlando, FL 1986-1988

Mammal Trainer-Duties included training, programming and delivery of seven shows a day, health maintenance preparation and administration for all animals involved in these specific shows. Specialized in training and utilizing operant conditioning of varied techniques working with otters, sea lions and walrus.

Sea Life Park, Kailua, Hawaii 1985-1986

*Public Education –Volunteer-*Duties included designing, scheduling and delivery of educational programs for schoolchildren focusing on marine ecology, wildlife familiarity and active protection programs. During this time, I also was involved as a part time volunteer, working with three adult monk seals at the Waikiki Aquarium in Honolulu.

Bio Systems Division of Seaco, U.S. Navy, Kailua, Hawaii 1984-1985

*Dolphin Trainer-*Duties included dietary care of dolphins, monitoring and precise charting of behavior and training, intensive training through operant conditioning and project research, testing and evaluation. The contracted project involved a three-month scientific study of hydrodynamics and ergo metrics using two adult dolphins

Education

Manatee Community College, Bradenton, FL.

University of South Florida –Journalism/Animal Science.

Esthetics – Licensed/Certified Texas.

Activities

Miami Chamber of Commerce.

Volunteer for Cat Network/ Kathy's Kitties.

Volunteer/Writer for Wildlife in Crisis Westport Ct.

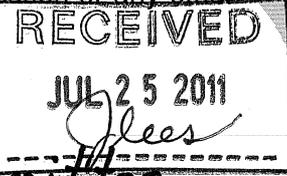
Volunteer Search and Rescue for HSUS Katrina- New Orleans.

Assisi Animal Refuge Advocate

Ad-hoc Committee for Copperas Cove Animal Rescue and Animal Ordinance Committee

Candidate Application for City Council-Appointed Boards & Commissions

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



Please attach your resume (optional).

Board Preference 1: Animal Shelter Advisory Committee

Board Preference 2: Planning and Zoning

Name: Beau B. Brabbin

Street Address: 722 W Ave B

City Resident: 4 years Personal E-Mail: _____

Primary Phone: (682)459-3850 Home Fax: _____

Profession: Code Compliance Officer

Business Name: City of Copperas Cove

Business Address: 507 S Main St.

City: Copperas Cove State Tx Zip: 76522

Business Phone: 542-8966 Business Fax: _____

Business E-Mail: bbrabbin@ci.copperas-cove.tx.us

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

4 years experience working with Copperas Cove Animal Control as an Animal Control Officer

Civic Activities/Professional Affiliations Vice President of Copperas Cove Oasis Shriners Club

I verify that the information I have provided in this application to be true and correct. I also understand that this information may be made available to the public.

Beau B. Brabbin
Signature

25 July 11
Date

Please return completed application and resume to:
City Secretary's Office, City Hall
507 S. Main Street, Copperas Cove, Texas 76522
Phone: (254) 547-4221



Candidate Application for City Council-Appointed Boards & Commissions

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

received
3/16/10
Jlees
logged

Please attach your resume (optional).

Board Preference 1: Ad Hoc Committee / Animal Rescue Program

Board Preference 2: Animal Advisory Board

Name: Klaudia E. Brand

Street Address: 503 Hayloft Circle

City Resident: 17 years Personal E-Mail: _____

Primary Phone: 254-242-7531 Home Fax: _____

Profession: Bookkeeper

Business Name: United Way

Business Address: 208 W. Ave A

City: Killeen State Tx Zip: 76541

Business Phone: 254-634-0660 Business Fax: 254-634-0066

Business E-Mail: uwgfha1@killeen.tx.centexbiz.net.com

Experience or Special Knowledge applicable to City board or commission function:

Civic Activities/Professional Affiliations _____

I verify that the information I have provided in this application to be true and correct. I also understand that this information may be made available to the public.

K E B
Signature

3-16-10
Date

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



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

Name LAVON TERRELL GRIER Date 14 SEPT 2010

Address 711 ASH ST COPPERAS COVE TX 76522

Home Phone 254 238 8259 Office Phone _____ Mobile Phone 254 319 8830

Fax _____ E-mail grierlavon@yahoo.com

Occupation SUPPLY Tech (Contractor)

Volunteer/Community Service _____

Professional Affiliations _____

Areas of Interest CARE FOR THE CITY UPKEEP & OVERALL BEAUTY

Education HSD

I would like to be considered for the following:

- | | |
|---|---|
| <input type="checkbox"/> Planning and Zoning Commission | <input checked="" type="checkbox"/> Animal Control Advisory Committee |
| <input type="checkbox"/> Board of Adjustment | <input type="checkbox"/> Housing Authority |
| <input type="checkbox"/> Library Advisory Board | <input type="checkbox"/> Hospital Authority |
| <input checked="" type="checkbox"/> Fact Finding and Advisory Committee | <input type="checkbox"/> Economic Development Corporation |
| <input type="checkbox"/> Election Judge/Election Clerk/Alternate | <input checked="" type="checkbox"/> Keep Copperas Cove Beautiful Commission |
| <input type="checkbox"/> Other _____ | |

Please return this form along with a resume to:

Jane Lees, CMC, City Secretary, City of Copperas Cove, P.O. Drawer 1449, 507 South Main Street, Copperas Cove TX 76522
Phone: 254-547-4221 – Fax: 254-547-5116 – jlees@ci.copperas-cove.tx.us

LAVON T. GRIER
711 Ash Street
Copperas Cove, TX 76522
Email: grierlavon@yahoo.com
Home: 254-238-8259
Alternate: 254-542-3596
DSN: 318-481-8159

OBJECTIVE:

Seeking a challenging position in the Logistics field that has a high regard for integrity, morals and principles.

WORK EXPERIENCE 9:

Property Tech / Transportation Coordinator

SAIC MRAP- AFGHANISTAN (09/2008 – PRESENT)

Coordinate general office supply distribution per site, shipped & received over \$2 million dollars of office supplies, in addition to \$3 million + ADPE assets in conjunction to preparing ground movement records and reports including Transportation Control Number (TCN) and Transportation Control and Movement Document (TCMD). Demonstrate ability to coordinate activities with different contractors and trained them on cargo processing and logistics matters; leverage consummate professionalism and excellent communication while resolving difficult customer issues. Coordinate LMRS for transit of critical items. Coordinate with the CDT operations for pick up and drop off to our base of operations of parts and supplies for distribution throughout the Theater. Verify and track PLL and ASL assets to the final destination with an access of over \$3.4 million dollars. Involved in the receipt and coordinating for the issue of equipment and supplies to the supporting FOBS including the FSR crew members on ground that supports the WARFIGHTER. Licensed and skilled in the safe and efficient operation with hydraulic forklift, pallet forklift and stacker to stack, store and pick merchandise; Unload and stage equipment for issuing, and shipping. Data entry and follow ups of priority items shipped from the rear, utilizing TCN#'S from the theater data base and websites for tracking purposes of items in transit. Followed all company policies and procedures; safety and personal hygiene, moral ethics etc... Comply with quality assurance expectations and standards. Developed and maintained positive working relationships, supporting teams to reach common goals, listened and responded appropriately to co-workers concerns.

WORK EXPERIENCE 8:

APS 5 Storage Supervisor

AGS /AECOM AFGHANISTAN - (04/2007 – 09/2008)

APS-5 Storage supervisor responsible for the coordination and execution of several missions for Brigade, Battalion for issuing of M1151 and M1114 HUMVEES, engaged in loading and unloading equipment BII and gun mounts etc. licensed and skilled in the safe and efficient operation of Hydraulic forklift. Supervised and assumed responsibilities for the health, morale and welfare of five personnel. Responsible for storage of Army Pre-positioned Stock for designated deployed UNITS, valued in excess of \$70 million dollars. Institutes and monitors compliance of the Army's Care of Supplies in Storage policies for all pre-positioned equipment stock maintained in the Theater. Ensured soldiers received quality equipment meeting 10/20 standards through accuracy of end item component inventories and the timely rotation of POL products. Coordinated directly with the Army Material Command from the initial stage to the completion stage of the APS issue process.

WORK EXPERIENCE 7:**Inventory Technician****AGS / AECOM AFGHANISTAN (12/2006 to 04/2007)**

Served as the AGS/AECOM Property Branch Section Inventory Technician, in support of Army Field Support Battalion deployed to Bagram Air Base Afghanistan. Responsibilities include, but are not limited to the performance of inventories of all Government Furnished Property assigned to the GMASS contract; assist the property manager in the location, verification and accountability of assets valued in excess of \$20 million dollars. Responsible for the maintenance and administration of shortage annexes for various Sets, Kits and Outfits and major end items vital for the performance of the contractor's mission. Trained all maintenance section tool room custodians on the current published doctrine on tool crib operating procedures. Responsible for the health, welfare, morale and training of three Third Country Nationals. Managed the Property Management operational stock consisting of over 1000 line items including OCIE, Personal Protective Equipment and SSSC items.

WORK EXPERIENCE 6:**CIF Foreman****Kellogg Brown and Root, Iraq (07/2006 –11/2006)**

Responsible for the supervision of 10 expiates and 19 third country nationals at CIF Central Issue Facilities. Supports U.S. Armed Forces Personnel in the Iraq Theater with issue and replacement of Desert Camouflage Uniforms and Organizational Clothing and Individual Equipment. Performs various location surveys for accuracy and conducts self audits to ensure operating effectiveness. Maintains assets valued in excess of \$4.5 million dollars. Provided customer service to over 700 + units on a recurring basis. Ensured the overall quality of all products being shipped to include accurate counts and equipment serviceability. Expedited the shipping of equipment without compromising the quality of the items being sent forward. Performed nightly counts of items awaiting customer issue for optimum accuracy for oncoming shift. Validates inventory count to ensure replenishment items are placed on order immediately upon reaching reorder points and objective.

WORK EXPERIENCE 5:**Senior Warehouseman/ Foreman****Kellogg Brown and Root, (3/2005 – 7/2006)**

Responsible for the supervision of all sections of the CL IX tire yard; Conducted TSTI-II daily throughout the workday. Responsible for 12 expats and 62 third country nationals. Responsible for employee timesheets, location surveys ,spot checks of items in location, resolving discrepancies of received items using SARRS to check plus and minuses of items with problems. Data input of results and percentages of the daily surveys. Retro trucks received, trucks going to local yards. Responsible for over looking stock control, issue, storage, turn in, and receiving associated in the tire yard. Duties included MHE assignment to locations, and monitoring of PMCS daily by operators. Shift briefing of pertinent information. Coordinated with TMP for transportation of loaded trucks leaving the yard; plus overseen special TMP movements of special Orders to clients. Additional duties included Internal Safety of informing my employees of potential dangers and hazards associated with their work environment, trained operators on proper Ground Guide techniques.

WORK EXPERIENCE 4:

Senior Warehouseman/ Internal Safety

Kellogg Brown and Root, Kuwait (11/2003 – 03/2005)

Warehouseman located storage section. Assigned parts to location; ensured all parts were in correct locations. Pulled Material Request Order (MRO) and prepared the part for shipment. Promoted to Senior Warehouseman and assigned as the General Supply (GS) Class IX Warehouse Internal Safety Coordinator. Informed work force about potential hazards at the work site. Conducted warehouse safety assessments. Conducted and followed up on Internal Safety Audits for the entire Task Order 58 Kuwait operation. Assisted in the reduction of the number of incidents and accidents which was 98% to 25% in the work place, this was from the direct result of communication and employee awareness.

WORK EXPERIENCE 3:

Bulk Shipping Clerk

Dell Computers, Austin TX (05/2003-09/2003)

Organized Bulk Shipping Area; inventoried products of overage, labeled and identified items for further processing. Processed and fulfilled all requests according to destination. Verified paperwork, inspected for damage and the correct amount is being shipped. Input all order information into system. Organized all pallets; shrink wrap, weighed and arranged in a uniformed manner. Maintained high productivity and conducted safety assessments.

WORK EXPERIENCE 2:

Electrical Tester

Tyco Electronics, Austin, TX (08/2000 – 05/2003)

Analyzed concise diagnostics on testers coordinated jobs from routing to testing of boards. Constructed fixtures to test boards for jobs, downloaded data to testers, measured boards, set gauges, compressions, volts, continuity, inspected fixtures for damage. Inventoried products, inspected for damaged and verified the correct paperwork was with the product. Followed procedures to ensure work order number for that job was logged and moved on system to next department for verification and task required.

WORK EXPERIENCE 1:

Circuit Board Laminator

Raytheon, Austin TX (04/1998-08/2000)

Job package are processed for the clean room and set up for laying up the job per the customer's specifications. The process consisted of viewing the recipe for the circuit board detailing the layup sequence which consisted of B-Stage a layer or layers placed in-between the foil and the different designs of layers of imaged circuits that after being laid up and sealed in steel plates for the baking process; then the plates are pushed through a slot from the clean room to the Laminating team for the curing process based on the pre set baking specifications of different jobs which melts the B-Stage and solidifies the layers to produce the circuit board. Constructed circuit boards using raw materials per the work order package. Work orders and specifications included in the package are the specifications from the client.

Educational Attainment:

College/University

Defense Acquisition University (09/2006 - 12/2006)

Fort Belvoir, Virginia

United States

High School

Flint Northwestern (09/1974 - 07/1977)

Flint, Michigan

United States

Degree: HSD

Additional Training

Army War Reserve Deployment System, 12/2006, 1 Week

CDL Permit

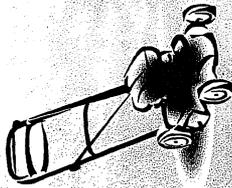
ATC / Utility vehicle, Electrical Boom lift, Forklifts 6k, 10k, 30k
5 ton and below

RTCH Operator

Unit mail Orderly

GPM

Lawn/Car
Cleaning Service



Hebrew 10:23

LaVon T. Grier
Cell 254-319-8830
Answering Srv : 254-238-8235

Candidate Application for City Council-Appointed Boards & Commissions

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

RECEIVED

AUG 04 2011

Jlees

Please attach your resume (optional).

Board Preference 1: COPPERAS COVE ANIMAL SHELTER ADVISORY BOARD

Board Preference 2: _____

Name: MELKER K. JOHANSSON

Street Address: 2308 ISABELLE DRIVE, COPPERAS COVE, TX 76522

City Resident: 2 years Personal E-Mail: waiialua@gmail.com

Primary Phone: 254-542-3988 Home Fax: _____

Profession: MILITARY ENLISTED, 12+ YEARS SERVICE

Business Name: _____

Business Address: _____

City: _____ State _____ Zip: _____

Business Phone: _____ Business Fax: _____

Business E-Mail: _____

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

ADOPTED TWO DOGS FROM CC ANIMAL SHELTER. CAUGHT 8-10 STRAYS AND

RETURNED THEM TO OWNERS OR SURRENDERED TO SHELTER. KEEN INTEREST IN ANIMAL CONTROL AND ANIMAL WELFARE WITHIN COPPERAS COVE.

Civic Activities/Professional Affiliations _____

VOLUNTEER AT CENTER HUMANE SOCIETY - 2D CHANCE ANIMAL SHELTER

I verify that the information I have provided in this application to be true and correct. I also understand that this information may be made available to the public.

Melker K. Johansson

Signature

2 AUG 11

Date

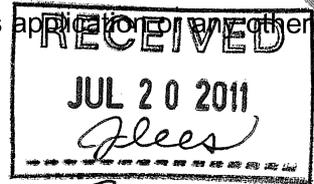
Please return completed application and resume to:
City Secretary's Office, City Hall
507 S. Main Street, Copperas Cove, Texas 76522
Phone: (254) 547-4221



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

Candidate Application for City Council-Appointed Boards & Commissions

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



Please attach your resume (optional).

Board Preference 1: ANIMAL SHELTER ADVISORY BOARD

Board Preference 2: _____

Name: EMME LEE

Street Address: 126 BRIDGE RD.

City Resident: 28 years Personal E-Mail: _____

Primary Phone: 254-542-7183 Home Fax: N/A

Profession: RETIRED

Business Name: -

Business Address: -

City: COPPERAS COVE State TX Zip: 76522

Business Phone: - Business Fax: -

Business E-Mail: -

Experience or special knowledge applicable to City board or commission function:
10 YEARS AT ANIMAL CENTERS

Civic Activities/Professional Affiliations POLICE ACADEMY ASSOC.

I verify that the information I have provided in this application to be true and correct. I also understand that this information may be made available to the public.

Emme Lee
Signature

7-19-11
Date

Please return completed application and resume to:
City Secretary's Office, City Hall
507 S. Main Street, Copperas Cove, Texas 76522
Phone: (254) 547-4221



Candidate Application for City Council-Appointed Boards & Commissions

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

Please attach your resume (optional).

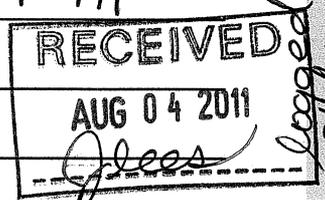


RECEIVED

8/4/11

Board Preference 1: Animal Advisory

Board Preference 2: _____



Name: Michaela Ramos

Street Address: 145 CR 4961 Kempner, TX 76539

City Resident: N/A years Personal E-Mail: MICHA74R@AOL.COM

Primary Phone: 254-681-1675

Home Fax: _____

Profession: Computer Operator II

Business Name: _____

Business Address: _____

City: _____

State: _____

Zip: _____

Business Phone: _____

Business Fax: _____

Business E-Mail: _____

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

Director of Centex Humane Society

Founder Forever Homes Rescue

Civic Activities/Professional Affiliations Volunteer for Killen Animal

Control, Copperas Cove Animal Control, Harker Heights and Lampasas Animal Control

I verify that the information I have provided in this application to be true and correct. I also understand that this information may be made available to the public.

M Ramos

Signature

08-02-2011

Date

Please return completed application and resume to:
City Secretary's Office, City Hall
507 S. Main Street, Copperas Cove, Texas 76522
Phone: (254) 547-4221



City of Copperas Cove

"The City Built for Family Living"

Candidate Application for City Council-Appointed Boards & Commissions

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

received
4/8/10
Glees
logged

Please attach your resume (optional).

Board Preference 1: Ad Hoc Committee / Animal Transport-Rescue Program

Board Preference 2: Animal Advisory Board or Chapter 3

Name: Gabriella Smith Review

Street Address: 1170 CR 4765, Kempner, TX 76539

City Resident: _____ years Personal E-Mail: akita@hotmail.com

Primary Phone: 254-518-7060 Home Fax: _____

Profession: Home maker

Business Name: _____

Business Address: _____

City: _____ State _____ Zip: _____

Business Phone: _____ Business Fax: _____

Business E-Mail: _____

Experience or Special Knowledge applicable to City board or commission function:

Former Akita & German Shepherd Rescue (1998 - 2009)
No longer active

Civic Activities/Professional Affiliations _____

I verify that the information I have provided in this application to be true and correct. I also understand that this information may be made available to the public.

Gabriella Smith

7 April 2010

Signature

Date

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


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

Candidate Application for City Council-Appointed Boards & Commissions

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

received
5/24/10 JLees

Please attach your resume (optional).

Board Preference 1: Animal Shelter Advisory, P&Z Commission

Board Preference 2: Hospital Authority, Board of Adjustment

Name: Billie L. STEPHENS

Street Address: 701 BOND ST.

City Resident: 7 years Personal E-Mail: billie.stephens@us.army.mil

Primary Phone: 254-291-1608 ~~XXXXXXXXXXXXXXX~~ Home Fax: _____

Profession: Computer Engineer

Business Name: Fed Govt

Business Address: ✗

City: Ft. Hood State TX Zip: 76544

Business Phone: 254-532-8321 Business Fax: _____

Business E-Mail: see above

Experience or special knowledge applicable to City board or commission function:
Business Degrees, Financial Manager

Civic Activities/Professional Affiliations Writers League of TX, O/S EC, many

I verify that the information I have provided in this application to be true and correct. I also understand that this information may be made available to the public.

[Signature] _____
Signature Date 24 May 10

Please return completed application and resume to:
City Secretary's Office, City Hall
507 S. Main Street, Copperas Cove, Texas 76522
Phone: (254) 547-4221



Candidate Application for City Council Appointed Boards & Commissions

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

REC'D
AUG 01 2011
J. Lees

Please attach your resume (optional).

Board Preference 1: Animal Advisory Committee

Board Preference 2: _____

Name: Barbara Story

Street Address: 614 S. 15th St

City Resident: 28 years Personal E-Mail: _____

Primary Phone: 547-8455 Home Fax: _____

Profession: _____

Business Name: _____

Business Address: _____

City: _____ State _____ Zip: _____

Business Phone: 286-7233 Business Fax: _____

Business E-Mail: barbara.story@amedd.army.mil

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

I have served as a representative of an animal welfare organization on the Animal Advisory Committee since 2005

Civic Activities/Professional Affiliations _____

I verify that the information I have provided in this application to be true and correct. I also understand that this information may be made available to the public.

B Story
Signature

1 Aug 11
Date

Please return completed application and resume to:
City Secretary's Office, City Hall
507 S. Main Street, Copperas Cove, Texas 76522
Phone: (254) 547-4221



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

RECEIVED
AUG 08 2011
Jlees

*logged
5/16/11*

Please attach your resume (optional).

Board Preference 1: Animal Control

Board Preference 2: Boadd of Adjustments

Name: Patricia Thomas

Street Address: 2004 Liberty St.

City Resident: 26 years Personal E-Mail: repcdchomas@embarqmail.com

Primary Phone: 254-547-2799 Home Fax: —
371-6313

Profession: retired educator

Business Name: _____

Business Address: _____

City: _____ State _____ Zip: _____

Business Phone: _____ Business Fax: _____

Business E-Mail: _____

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

Have served on previous boards

Civic Activities/Professional Affiliations Noon Exchange; Boys & Girls Club Board;

I verify that the information I have provided in this application to be true and correct. I also understand that this information may be made available to the public.

Patricia Thomas
Signature

7-30-11
Date

Please return completed application and resume to:
City Secretary's Office, City Hall
507 S. Main Street, Copperas Cove, Texas 76522
Phone: (254) 547-4221



City Council Regular

I. 3.

Meeting Date: 08/16/2011

Contact: Velia Key, Director of Financial Services, Finance

SUBJECT

Consideration and action on a resolution expressing intent to finance expenditures to be incurred for the purchase of land to provide access to Hog Mountain water tank. **Velia Key, Director of Financial Services**

BACKGROUND/HISTORY

The City intends to issue Limited Tax Notes in December 2011 of which a part of the funding is to purchase land on Hog Mountain to insure access to the City water tank. The land owner has expressed interest making land on Hog Mountain available for purchase.

FINDINGS/CURRENT ACTIVITY

The City intends to finance the purchase of land on Hog Mountain from the 2011 Limited Tax Notes. The negotiated amount of the purchase is \$30,000 plus \$2,500 for closing costs and other miscellaneous costs directly related to the purchase of the land.

A resolution expressing the intent of the City to finance the expenditure through a future debt issuance, but to expend the funds prior to the issuance is required in order to reimburse itself once the debt has been issued.

ACTION OPTIONS/RECOMMENDATION

City staff recommends approval of Resolution No. 2011-31.

Fiscal Impact

Funds available Y/N?: Y

FINANCIAL IMPACT:

The City has the financial capacity to expend \$32,500 for the purchase of the land on Hog Mountain and issue Limited Tax Notes in December 2011.

Attachments

Resolution

Offer Letter

RESOLUTION NO. 2011-31

**A RESOLUTION OF THE CITY OF COPPERAS COVE,
TEXAS, EXPRESSING INTENT TO FINANCE
EXPENDITURES TO BE INCURRED FOR THE
PURCHASE OF LAND TO PROVIDE ACCESS TO THE
HOG MOUNTAIN WATER TANK.**

WHEREAS, the City of Copperas Cove, Texas (the “[Issuer]”) is a political subdivision of the State of Texas authorized to finance its activities by issuing obligations, the interest on which is excludable from gross income for federal income tax purposes (“tax-exempt obligations”), pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”); and

WHEREAS, the [Issuer] will make, or has made not more than 60 days prior to the date hereof, payments with respect to the acquisition, construction, reconstruction or renovation of the project listed on Exhibit A attached hereto; and

WHEREAS, the [Issuer] has concluded that it does not currently desire to issue tax-exempt obligations to finance the costs associated with the property listed on Exhibit A attached hereto; and

WHEREAS, the [Issuer] desires to reimburse itself for the costs associated with the property listed on Exhibit A attached hereto from the proceeds of tax-exempt obligations to be issued subsequent to the date hereof; and

WHEREAS, the [Issuer] reasonably expects to issue tax-exempt obligations to reimburse itself for the costs associated with the property listed on Exhibit A attached hereto.

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

Section 1.

The [Issuer] reasonably expects to reimburse itself for all costs that have been or will be paid subsequent to the date that is 60 days prior to the date hereof and that are to be paid in connection with the acquisition, construction, reconstruction or renovation of the property listed on Exhibit A attached hereto from the proceeds of tax-exempt obligations to be issued subsequent to the date hereof.

Section 2.

The [Issuer] reasonably expects that the maximum principal amount of tax-exempt obligations issued to reimburse the [Issuer] for the costs associated with the property

listed on Exhibit A attached hereto will not exceed the respective amounts shown on Exhibit A.

PASSED, APPROVED, AND ADOPTED, on this 16th day of August 2011 at a regular meeting of the City Council of the City of Copperas Cove, Texas, such meeting was held in compliance with the Open Meetings Act, Tex. Gov't Code, Chapter 551-001 et.seq. at which meeting a quorum was present and voting.

John Hull, Mayor

ATTEST:

Jane Lees, City Secretary

APPROVED AS TO FORM:

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

EXHIBIT A
DESCRIPTION OF PROJECT

| <u>Purpose/Project</u> | <u>Amount</u> |
|--------------------------------------|-----------------|
| <u>Land Purchase on Hog Mountain</u> | <u>\$32,500</u> |



City of Copperas Cove

"The City Built for Family Living"

August 3, 2011

Charles Ashby
C/O Troy Bradshaw
PO Box 617
Jarrell TX 76537

Ref: Offer to purchase property

Dear Mr. Ashby:

The City of Copperas Cove would like to extend an offer of \$30,000.00 for the purchase of the property located at W.H. Davis Survey, A-276, Copperas Cove, Coryell County, Texas 76522, locally known as Hog Mountain, plus an amount not to exceed \$2,500.00 for closing costs and real estate fees.

Upon acceptance of the offer, an agreement will be prepared and submitted to the City Council for approval on a future agenda.

I look forward to working with you on this opportunity. If you have any questions or require additional information, please contact me at (254) 547-4221.

Sincerely,

Andrea Gardner
City Manager

SUBJECT

Consideration and action on approval of the Copperas Cove Economic Development Corporation FY 2011-2012 Budget. **Polo Enriquez, CCEDC Executive Director**

BACKGROUND/HISTORY

Attached is the CCEDC's FY 2011-2012 Budget. The Budget is submitted to the City Council for approval per the provisions of Section 21 of the Development Corporation Act.

FINDINGS/CURRENT ACTIVITY

The proposed budget was presented to the CCEDC Board on July 21, 2011. The CCEDC Board approved the FY 2011-2012 Proposed Budget as presented.

ACTION OPTIONS/RECOMMENDATION

CCEDC Board of Directors recommends approval of the CCEDC Budget for FY2011-2012.

Attachments

[CCEDC Budget Presentation](#)

[CCEDC Budget FY2011-12](#)



Copperas Cove

Economic Development Corporation

Board Approved
Budget Fiscal Year 2011 – 2012
as of 7/21/2011

Board of Directors and Staff

Board of Directors

- **Dan Yancey**
Chairman
- **Jimmy Clark**
Vice Chairman
- **Fred Chavez**
Treasurer
- **Ray Don Clayton**
Secretary

Staff

- **Polo Enriquez**
Executive Director
- **Monica Hull**
Director of Business
Development
- **Linda Hight**
Office Administrator



Mission Statement

The mission of the Copperas Cove Economic Development Corporation is to establish a comprehensive economic development program for Copperas Cove through new industry recruitment, business expansion and retention activity, and small business development.



Our Approach to Economic Development

- Our approach to economic development must be modern, focused and in tune with not only the local trend but also with the global economy.
- We understand that the engines of economic development are primarily private businesses that create jobs and wealth.
- The role that economic development organizations such as the CCEDC should focus on is creating or helping to create business conditions in which businesses can thrive and grow.



Our Approach to Economic Development

(continued)

- Local elected officials are at the center of economic development policy-making for the community and it is up to us to provide them with the education and hands-on assistance so they can better understand our purpose.
- Incentives should be provided only to projects that are sustainable and strategic.
- Our management practices must reflect a high standard of professionalism.



FY2011-2012 BUDGET

2010-2011 Adopted Budget

2011-2012 Proposed Budget

% Change

REVENUES:

\$1,009,000.00

REVENUES:

\$ 2,089,000.00

+48

EXPENDITURES:

\$3,411,100.00

EXPENDITURES:

\$ 3,947,177.00

+14

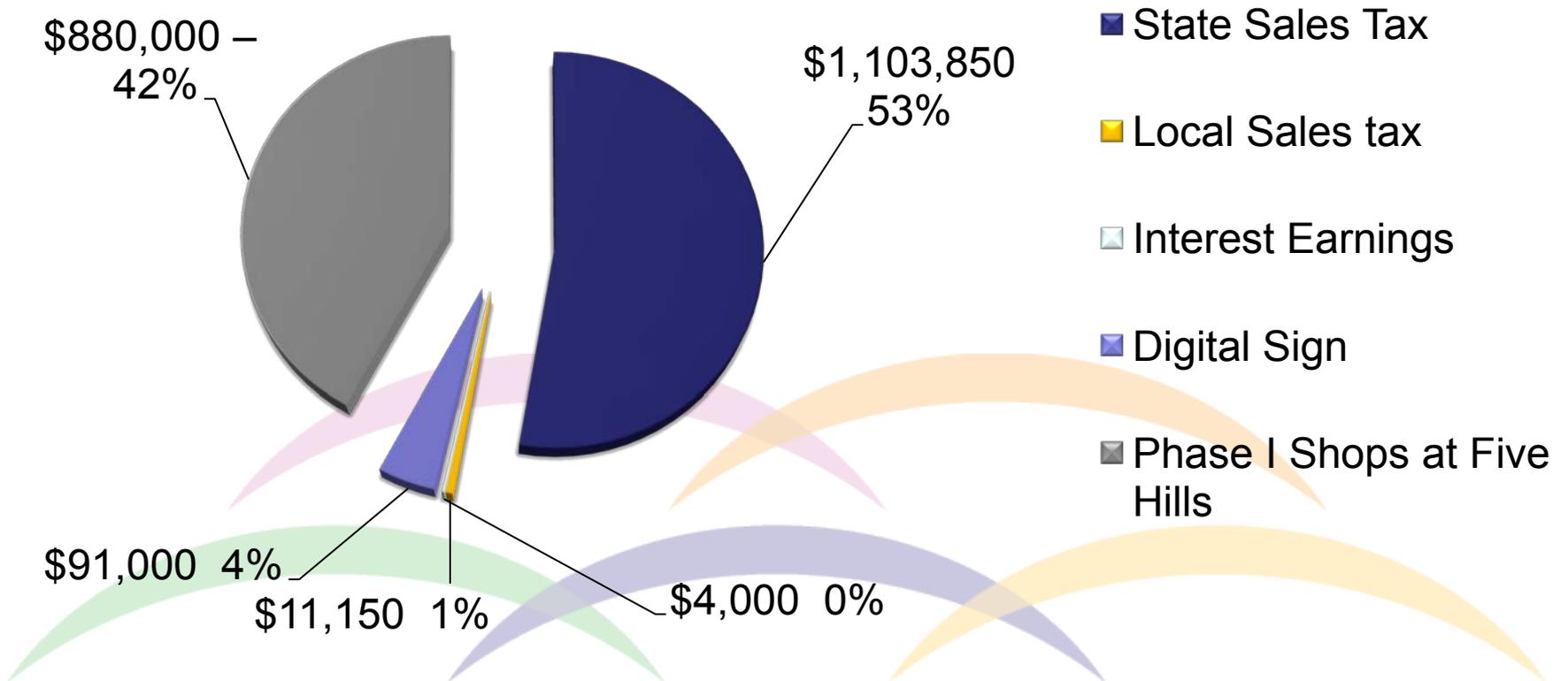


CCEDC 2011-2012 Budget Projected Revenues

Projected Revenues

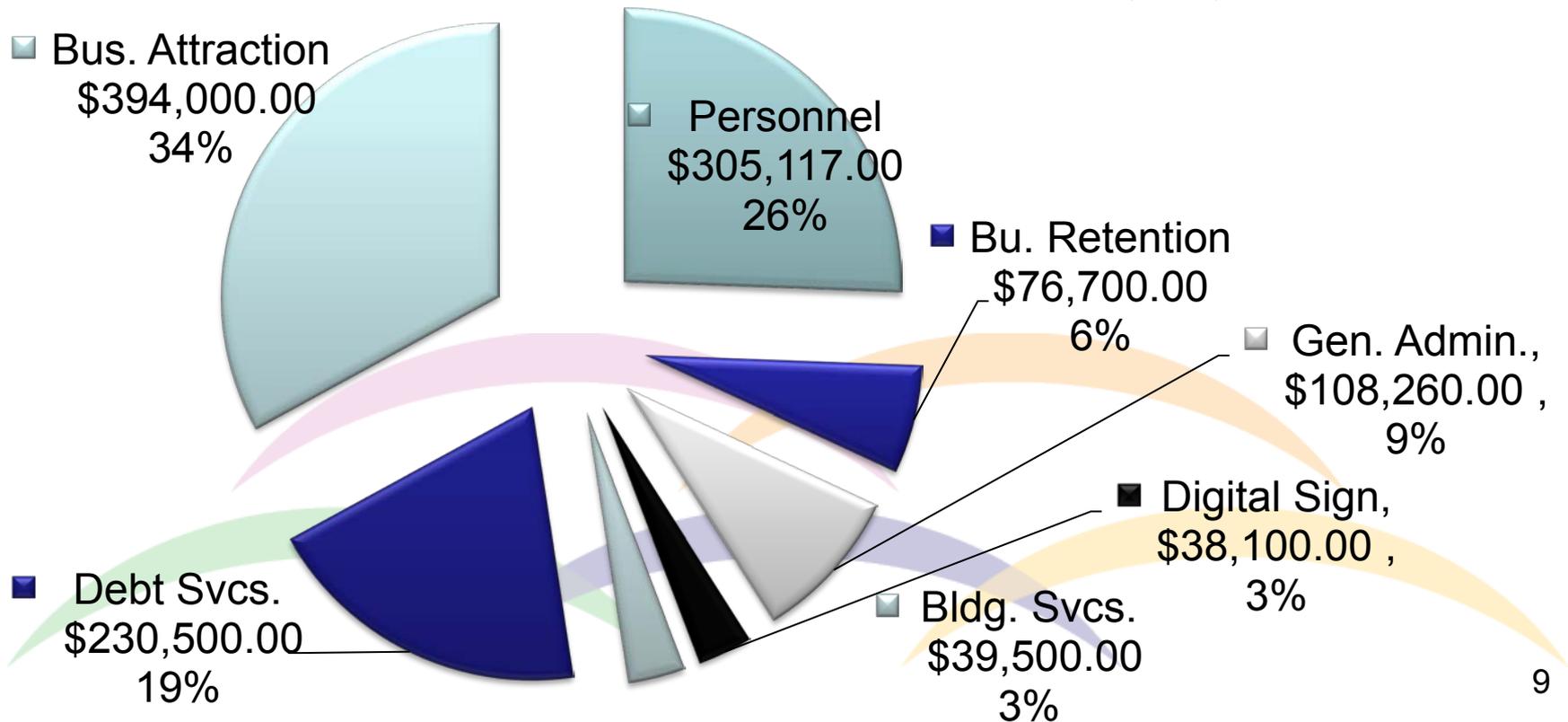
| | |
|---|---------------------------|
| State Sales Tax | \$1,103,000 |
| Local Sales Tax | \$11,000 |
| Interest Earnings | \$4,000 |
| Digital Sign- Outside Sales | \$85,000 |
| Digital Sign- Cinergy Cinemas | \$6,000 |
| Property Sale (Shops at Five Hills - Phase I) | <u>880,000</u> |
| | |
| <u>TOTAL PROJECTED REVENUES</u> | <u>\$2,089,000</u> |

FY 2011-2012 Projected Revenues Chart



Operational Expenditures by Category

**TOTAL OPERATING
EXPENSES
\$1,192,177.00**





Personnel

| | | |
|---|-----------|---------------------|
| Educational Assistance | \$ | 1,500 |
| Relocation of Executive Director | | 2,017 |
| Executive Director | | 95,000 |
| Executive Director Car Allowance | | 3,600 |
| Business Development Director | | 49,000 |
| Office Administrator | | 40,000 |
| Medical Plan/Employee Insurance | | 27,000 |
| Payroll Expenses | | 26,000 |
| Pension Plan (Retirement) | | 20,000 |
| Business Retention Specialist (P/T-New Position) | | 20,000 |
| Office Coordinator (P/T-New Position) | | 20,000 |
| Workers Compensation Insurance | | <u>1,000</u> |
| TOTAL PERSONNEL | \$ | 305,117 |

Business Retention

| | |
|---|----------------------|
| Consultant | \$ 10,000 |
| Business Retention & Expansion Survey (BREP) | 10,000 |
| Advertising & Marketing | 4,000 |
| Memberships | 1,500 |
| Travel | 1,000 |
| Business Retention Software | 200 |
| Incentive Fund | <u>50,000</u> |
| | |
| Total Business Retention | \$ 76,700 |

Business Attraction

| | |
|---|-----------------|
| GO West Campaign-Land Marketing | \$ 3,500 |
| HOTDA-Military Related Economic Dev. Consultants | 50,000 |
| Prospect Generation Service (WEDA) | 8,500 |
| Joint Image Campaign-Local Marketing | 8,000 |
| Fort Hood Economic Region-Regional Marketing | 12,000 |
| Texas One-National Marketing | 1,000 |
| Team Texas-National Marketing | 10,000 |
| Advertising & Marketing | 25,000 |
| Consultant Outreach | 40,000 |
| Research/Studies/Demographics | 5,000 |
| Travel | 30,000 |



Business Attraction

(Continued)

| | |
|-------------------------------------|---------------------|
| Incentive Fund | \$ 200,000 |
| Business Attraction Software | <u>1,000</u> |
| | |
| Total Business Attraction | \$ 394,000 |
| | |

General Administration

| | |
|----------------------------------|---------------|
| Alarm System | \$ 600 |
| Audit/Financial Services | 7,500 |
| Community Relations | 13,500 |
| Consultants | 5,000 |
| Copier Lease | 2,100 |
| Copier Color Copy Charges | 1,900 |
| Furniture/Office Décor | 6,000 |
| <u>General Insurance</u> | |
| General Liability | 1,600 |
| D & O Insurance | 1,400 |
| Legal | 12,000 |

General Administration

(continued)

| | |
|---|-----------------|
| <u>Membership/Dues</u> | |
| AUSA, IEDC, TEDC, AAF, CC Chamber, Misc. | \$ 1,760 |
| Office Supplies | 6,500 |
| Office Equipment | 1,000 |
| Postage & Shipping | 3,000 |
| Postage Machine Lease | 1,200 |
| Seminar/Training/Prof. Development | 8,000 |
| Subscriptions /Publications | 5,000 |



General Administration

(continued)

| | |
|---|-------------------|
| <u>Technology Equipment Services</u> | |
| Equipment | \$ 1,500 |
| Internet | 2,500 |
| Website | 1,000 |
| Maintenance/Service Calls | 7,500 |
| <u>Software</u> | |
| Accounting | 1,200 |
| Security | 500 |
| Telephone | 8,500 |
| Travel | <u>7,500</u> |
| | |
| TOTAL GENERAL ADMINISTRATION | \$ 108,260 |

Digital Sign

| | |
|---------------------------------------|----------------------|
| Design Services | \$ 4,000 |
| Electric Billing | 6,000 |
| Maintenance | 7,000 |
| Operating Equipment (Wireless) | 2,000 |
| Insurance | 3,600 |
| Sales Consultant Commission | <u>15,500</u> |
| | |
| Total Digital Sign | \$ 38,100 |

Building Services

| | |
|--|---------------------|
| Building Improvements (Capital) | \$ 2,500 |
| Supplies (Janitorial) | 500 |
| Building Maintenance (Non-Capital) | 15,000 |
| Janitorial Services (Contract) | 5,500 |
| Utilities (Bldg. Only) Water & Electric | 12,000 |
| Monument Maintenance (New) | 1,500 |
| Temporary Lift Station (New) | <u>2,500</u> |
| | |
| Total Building Services | \$ 39,500 |



Debt Service

| | |
|--|-----------------------|
| First National Bank (Bond Note) | \$ 97,000 |
| Reliever Route Infrastructure | <u>133,500</u> |
| Total Debt Service | \$ 230,500 |





Operating Budget Total

TOTAL OPERATING EXPENSES \$1,192,177





Projected Revenue and Projected Expenses for 2011-2012

Total Projected Revenue

\$2,089,000

**Total Projected
Operating Expenses**

\$1,192,177

**Total Projected Capital
Projects Expenses**

\$2,755,000

Proposed Capital Projects

FY 2011-2012

| | |
|---|-------------------------|
| <u>Shops at Five Hills (Phase 1)</u> | |
| Legal Fees | \$ 12,000 |
| Engineering | 24,000 |
| Consultants | 8,000 |
| Construction (Phase I and II) | <u>1,000,000</u> |
| Total of Shops at Five Hills (Phase 1) | \$ 1,044,000 |
| <u>Future Land Swap</u> | |
| Legal Fees | \$ |
| Appraisal/Survey | |
| Purchase of Land | |
| Total of Land Swap | \$ TBD |

Proposed Capital Projects

FY 2011-2012

(continued)



| | |
|--|-----------------------|
| <u>Old Copperas Cove Road</u> | |
| Legal Fees | \$ 5,000 |
| Engineering | 16,000 |
| Consultants | 5,000 |
| Construction | <u>900,000</u> |
| Total of Old Copperas Cove Road | \$ 926,000 |
| <u>Business & Technology Park</u> | |
| Legal Fees | \$ 5,000 |
| Engineering | 18,000 |
| Consultants | -0- |
| Design | 9,000 |

Proposed Capital Projects

FY 2011-2012

(continued)



| | |
|--|-----------------------|
| <u>Business & Technology Park (continued)</u> | |
| Construction | \$ |
| Survey | 3,000 |
| Construction | <u>750,000</u> |
| Total of Business & Technology Park | \$ 785,000 |
| | |
| TOTAL OF PROPOSED CAPITAL PROJECTS | \$ 2,755,000 |



Proposed 2011-2012 Budget

| | |
|---|------------------------|
| BEGINNING FUND BALANCE (9/30/10 Audited) | \$ 5,556,987 |
| Projected Income | 2,089,000 |
| Operating Expenses | 1,192,177 |
| Capital Projects Expenses | 2,755,000 |
| ENDING FUND BALANCE | \$ 3,698,810.00 |





MEMO:

Date: July 25, 2011
To: Members of the Copperas Cove City Council
From: Dan Yancey, Copperas Cove EDC Board of Directors Chair
Subject: 2011-2012 Fiscal Budget

The Copperas Cove Economic Development Corporation (CCEDC) has the responsibility and legal mandate to create and approve a financial budget every fiscal year. On July 21, 2011, at a regularly called meeting, the Board of Directors approved the CCEDC Fiscal Year 2011-2012 budget. The next step in the mandatory process is to forward you our budget and ask that you review and consider it for approval.

Attached you will find the board's approved budget. We will be present at your meeting when you take up this matter to answer any questions you might have.

As you review and deliberate the budget being proposed by the CCEDC Board of Directors for the coming fiscal year, I want to let you know that we have worked hard to find places to reduce costs where appropriate and necessary. At the same time our proposed budget allocates resources to the expenses necessary to move our mission forward.

This budget allows us to address the priorities established by the Board this year. As Chairman as well as a local businessman, I see signs that our local economy continues to improve and I am very optimistic about the future of Copperas Cove as well as the region. Nevertheless, the City of Copperas Cove is certain to face its share of economic challenges next year and beyond. The work the CCEDC does to help create wealth in our community will alleviate the City of some of the challenges it faces. That work requires prudent investment of our resources and that is what this budget is all about.

We look forward to continuing to work with you and your staff for the economic betterment of our community.

Copperas Cove Economic Development Corporation

Approved Budget

FY 2011-2012

as of 07/21/11

| | | |
|--|-----------|---------------------|
| <u>Beginning Fund Balance</u> | | |
| Capital Project Funds | \$ | 2,411,720.00 |
| Operating Fund | \$ | 3,139,525.00 |
| Debt Service Fund (Reserve) | \$ | 5,742.00 |
| Total Beginning Fund Balance | \$ | 5,556,987.00 |
| <u>Income</u> | | |
| State Sales Tax | \$ | 1,103,000.00 |
| Local Sales Tax | \$ | 11,000.00 |
| Interest Earnings | \$ | 4,000.00 |
| Digital Sign-Outside Sales | \$ | 85,000.00 |
| Digital Sign-Cinergy Cinemas | \$ | 6,000.00 |
| Property Sale (Shops at Five Hills -Phase I) | \$ | 880,000.00 |
| Total Income | \$ | 2,089,000.00 |
| <u>Expenses</u> | | |
| Personnel | | |
| Educational Assistance | \$ | 1,500.00 |
| Relocation of Exec. Director | \$ | 2,017.00 |
| Executive Director Salary | \$ | 95,000.00 |
| Executive Director Car Allowance | \$ | 3,600.00 |
| Business Development Director Salary | \$ | 49,000.00 |
| Office Administrator Salary | \$ | 40,000.00 |
| Medical Plan/Emp. Insurance | \$ | 27,000.00 |
| Payroll Expenses | \$ | 26,000.00 |
| Pension Plan | \$ | 20,000.00 |
| Business Retention Specialist (New Position - P/T) | \$ | 20,000.00 |
| Office Coordinator (New Position-P/T) | \$ | 20,000.00 |
| Workers Compensation Insurance | \$ | 1,000.00 |
| Total Personnel | \$ | 305,117.00 |
| Business Retention | | |
| Consultants | \$ | 10,000.00 |
| Business Retention & Expansion Survey(BREP) | \$ | 10,000.00 |
| Advertising & Marketing | \$ | 4,000.00 |
| Memberships | \$ | 1,500.00 |
| Travel | \$ | 1,000.00 |
| Business Retention Software | \$ | 200.00 |
| Incentive Fund | \$ | 50,000.00 |
| Total Business Retention | \$ | 76,700.00 |

Copperas Cove Economic Development Corporation

Approved Budget

FY 2011-2012

as of 07/21/11

| | | | |
|-------------------------------|--|-----------|-------------------|
| Business Attraction | | | |
| | Go West Campaign- Local Marketing | \$ | 3,500.00 |
| | HOTDA-Military Related Economic Dev. Consultants | \$ | 50,000.00 |
| | Prospect Generation Services (WEDA) | \$ | 8,500.00 |
| | Joint Image Campaign-Local Marketing | \$ | 8,000.00 |
| | Fort Hood Economic Region-Regional Marketing | \$ | 12,000.00 |
| | Texas One-National Marketing | \$ | 1,000.00 |
| | Team Texas-National Marketing | \$ | 10,000.00 |
| | Advertising & Marketing | \$ | 25,000.00 |
| | Consultant Outreach | \$ | 40,000.00 |
| | Research/Studies/Demographics | \$ | 5,000.00 |
| | Travel | \$ | 30,000.00 |
| | Incentives | \$ | 200,000.00 |
| | Business Attraction Software | \$ | 1,000.00 |
| | Total Business Attraction | \$ | 394,000.00 |
| General Administration | | | |
| | Alarm System (Bldg.) | \$ | 600.00 |
| | Audit/Financial Services | \$ | 7,500.00 |
| | Community Relations | \$ | 13,500.00 |
| | Consultants | \$ | 5,000.00 |
| | Copier Lease | \$ | 2,100.00 |
| | Copier Color Copy Charges | \$ | 1,900.00 |
| | Furniture/Office Décor | \$ | 6,000.00 |
| | General Insurance | | |
| | General Liability | \$ | 1,600.00 |
| | D & O Insurance | \$ | 1,400.00 |
| | Legal | \$ | 12,000.00 |
| | Membership/Dues | | |
| | AUSA | \$ | 150.00 |
| | IEDC | \$ | 765.00 |
| | TEDC | \$ | 195.00 |
| | AAF | \$ | 250.00 |
| | CC Chamber | \$ | 250.00 |
| | Miscellaneous | \$ | 150.00 |
| | Office Supplies | \$ | 6,500.00 |
| | Office Equipment | \$ | 1,000.00 |
| | Postage & Shipping | \$ | 3,000.00 |
| | Postage Machine Lease | \$ | 1,200.00 |
| | Seminar/Training/Prof. Development | \$ | 8,000.00 |
| | Subscriptions/Publications | \$ | 5,000.00 |

Copperas Cove Economic Development Corporation

Approved Budget

FY 2011-2012

as of 07/21/11

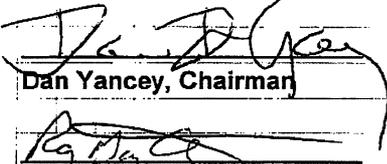
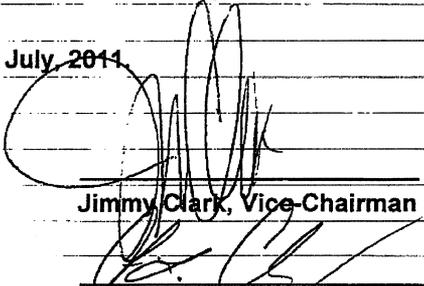
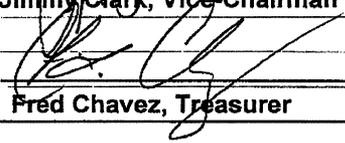
| | | |
|---|-----------|---------------------|
| Technology Equipment Services | | |
| Equipment | \$ | 1,500.00 |
| Internet | \$ | 2,500.00 |
| Website | \$ | 1,000.00 |
| Mintenance/Service Calls | \$ | 7,500.00 |
| Software | | |
| Accounting | \$ | 1,200.00 |
| Security | \$ | 500.00 |
| Telephone | \$ | 8,500.00 |
| Travel | \$ | 7,500.00 |
| Total General Administration | \$ | 108,260.00 |
| Digital Sign | | |
| Design Services | \$ | 4,000.00 |
| Electric Billing | \$ | 6,000.00 |
| Maintenance | \$ | 7,000.00 |
| Operating Equipment (Wireless) | \$ | 2,000.00 |
| Insurance | \$ | 3,600.00 |
| Sales Consultant Commission | \$ | 15,500.00 |
| Total Digital Sign | \$ | 38,100.00 |
| Building Services | | |
| Building Improvements (Capital) | \$ | 2,500.00 |
| Supplies (Janitorial) | \$ | 500.00 |
| Building Maintenance (Non-Capital) | \$ | 15,000.00 |
| Janitorial Services (Contract) | \$ | 5,500.00 |
| Utilities (Bldg. Only) Water & Electric | \$ | 12,000.00 |
| Monument Maintenance (New) | \$ | 1,500.00 |
| Temporary Lift Station (New) | \$ | 2,500.00 |
| Total Building Services | \$ | 39,500.00 |
| Debt Service | | |
| Sales Tax Bond Note | \$ | 97,000.00 |
| Reliever Route Infrastructure (New) | \$ | 133,500.00 |
| Total Debt Service | \$ | 230,500.00 |
| Total Operating Expenses | \$ | 1,192,177.00 |
| Capital Projects | | |
| Shops at Five Hills (Phase 1) | | |
| Legal Fees | \$ | 12,000.00 |
| Engineering | \$ | 24,000.00 |
| Consultants | \$ | 8,000.00 |
| Construction | \$ | 1,000,000.00 |
| Total of Shops at Five Hills (Phase 1) | \$ | 1,044,000.00 |

Copperas Cove Economic Development Corporation

Approved Budget

FY 2011-2012

as of 07/21/11

| | | |
|--|--|---------------------|
| <u>Future Land Swap</u> | | |
| Legal Fees | | TDB |
| Appraisal/Survey | | TDB |
| Purchase of Land | | TDB |
| Total of Land Swap | | TDB |
| <u>Old Copperas Cove Road</u> | | |
| Legal Fees | \$ | 5,000.00 |
| Engineering | \$ | 16,000.00 |
| Consultants | \$ | 5,000.00 |
| Construction | \$ | 900,000.00 |
| Total of Old Copperas Cove Road | \$ | 926,000.00 |
| <u>Business & Technology Park</u> | | |
| Legal Fees | \$ | 5,000.00 |
| Engineering | \$ | 18,000.00 |
| Consultants | \$ | - |
| Design | \$ | 9,000.00 |
| Survey | \$ | 3,000.00 |
| Construction | \$ | 750,000.00 |
| Total of Business & Technology Park | \$ | 785,000.00 |
| <u>Total of Capital Projects</u> | \$ | 2,755,000.00 |
| <u>Ending Fund Balance</u> | | |
| Capital Project Funds * | \$ | 536,720.00 |
| Operating Fund ** | \$ | 3,156,348.00 |
| Debt Service Fund *** | \$ | 5,742.00 |
| <u>Total Ending Fund Balance</u> (Assets, Income, Expenses and Reserve Funds) | \$ | 3,698,810.00 |
| * Beginning Capital Fund Balance+Capital Income-Capital Expenditures | | |
| **Beginning Operating Fund Balance+Operating Income-Operating Expenses (Ending Operating Fund does not include Debt Service Expenses) | | |
| ***Beginning Debt Service Balance+Debt Reserve Savings-Debt Service Expenses | | |
| Passed and approved this the 21st day of July 2011. | | |
|  |  | |
| Dan Yancey, Chairman | Jimmy Clark, Vice-Chairman | |
|  |  | |
| Ray Don Clayton, Secretary | Fred Chavez, Treasurer | |

**Copperas Cove Economic Development Corporation
Approved Budget FY 2010-2011**

vs.

Board Approved Budget FY 2011-2012

| | Approved Budget w/Reallocations as of June 23, 2011 | CCEDC Board Approved Budget for FY 2011-2012 |
|--|--|---|
| <u>Expenses</u> | | |
| Personnel | \$ 242,300.00 | \$ 305,117.00 |
| Business Retention | \$ 28,000.00 | \$ 76,700.00 |
| Business Attraction | \$ 194,500.00 | \$ 394,000.00 |
| General Administration | \$ 113,800.00 | \$ 108,260.00 |
| Digital Sign | \$ 53,000.00 | \$ 38,100.00 |
| Building Services | \$ 40,500.00 | \$ 39,500.00 |
| Debt Service | \$ 90,000.00 | \$ 230,500.00 |
| | \$ - | |
| <u>Total Operating Expenses</u> | \$ 762,100.00 | \$ 1,192,177.00 |

Meeting Date: 08/16/2011

Contact: Andrea Gardner, City Manager

SUBJECT

Consideration and action on a resolution of the City Council of the City of Copperas Cove, Texas, ("City") approving a settlement between Atmos Energy Corporation's Mid-Tex Division ("Atmos") and Atmos Texas Municipalities ("ATM") resulting in no change in base rates and approving tariffs which reflect costs related to the steel pipe replacement program; finding the rates set by the attached tariffs to be just and reasonable; making other findings and provisions related to the subject; and declaring an effective date. **Andrea M. Gardner, City Manager.**

BACKGROUND/HISTORY

For the last four years ATM Cities have worked to resolve rate cases brought by Atmos Energy Corp. ("Atmos") under a regime known as the Rate Review Mechanism ("RRM"). The mechanism has operated since a February 2008 settlement agreement where a number of items that can be very contentious under traditional rate making, like the rate of return on equity and the capital structure of the utility, were stipulated.

During last year's RRM negotiations the retroactive true-up provision of RRM was eliminated. Thus, leading to a much smaller base rate increase request by Atmos. Last year Atmos requested an increase of \$70 million in base rates and in the current year requested an increase in base rates, excluding the steel pipe replacement program, of approximately \$9 million.

ATM engaged Utilitech, a rate consulting firm located in Lee's Summit, Missouri. The firm spent several months investigating the merits of Atmos' \$9 million increase in base rates. Utilitech issued a report which ATM's negotiating team relied upon in trying to resolve contested issues with Atmos. After lengthy negotiations, Atmos agreed to withdraw the request for a base rate increase as part of the overall settlement.

Over the past few years there have been a number of explosions involving steel service lines. The worst of the lines need to be replaced rapidly. Some of the lines have been in the ground since the 1950s. Atmos did a risk assessment which attempted to target the lines most likely to have problems. 2011 marks the second year of the steel pipe replacement program. As part of the settlement last year the expectation was that the residential customer charge would increase in the current year by 40 cents as a result of steel pipe replacements. In fact, the increase in the residential customer charge turned out to be lower than expected. The increase for the residential customer charge turned out to be 35 cents, of which 29 cents of that sum is for the steel pipe replacement program. The additional 6 cents is offset by a reduction in consumption or volumetric charges. The commercial customer charge will increase by \$1.22. Even with the increases, the customer charge for Atmos customers in the Mid-Tex region is among the lowest in Texas.

FINDINGS/CURRENT ACTIVITY

As part of the settlement, working groups for Atmos and ATM will begin to meet to work on issues that are difficult to resolve. In particular, under the RRM process there is not enough time to review many of the capital projects for reasonableness and prudence. The working groups should start meeting during the next 30 days. The working groups will also decide if the RRM process should be extended. If by December 15, 2011 no agreement is reached on the appropriate treatment of rate issues identified by the working groups or no agreement has been reached to extend RRM, then, Atmos will file a general rate case with all cities, other than the City of Dallas, no later than January 15, 2012. If an extension in the RRM is agreed to before December 15, 2011, then Atmos will file an RRM no sooner than April 1, 2012.

Counsel for ATM recommends that the settlement be adopted. Counsel estimates that a litigated outcome is unlikely to result in a better outcome for ratepayers. The settlement is effective on September 1, 2011. ATM cities should make all efforts to adopt the resolution implementing the new tariffs by September 1, 2011. However, should a City choose not to approve the settlement the decision will likely be appealed to the Railroad Commission by Atmos. A litigated appeal of could cost well over \$1 million, including the rate case expenses of Atmos and the City. Furthermore, an appeal will be extremely difficult to pursue if most of the cities located in the Mid-Tex Division have adopted the settlement.

Below is a summary of the settlement terms:

- RRM 4
 - \$6.6 million increase for steel service line program (undisputed).
 - There shall be no increase in base rates.
 - Rate design changes (R, C, I and T Tariffs attached).
 - \$7.50 residential customer charge (inclusive of \$0.44 for the steel service line program).
 - \$16.75 commercial customer charge (inclusive of \$1.22 for the steel service line program).
 - Consumption charge based on residential volumes of 80,048,320 Mcf and commercial volumes of 51,011,265 Mcf.
 - Report quarterly on the progress of the SSL program, indicating the cumulative services replaced by location and costs incurred, along with a narrative discussion of any problems encountered or departures from budgeted activity levels.
 - Put new tariff into effect on September 1, 2011.
- Process for Extension of RRM Process
 - August 15, 2011
 - Company and Cities agree on list of issues to review.
 - Company and Cities establish working groups for issues that include company representatives, city settlement committee representatives and city consultants and attorneys as necessary.
 - Company and Cities agree on meeting schedule for special review period.
 - Special Review Period - September 1 – November 15, 2011
 - Working groups receive and review information related to identified issues and consider company and consultant recommendations.
 - Negotiation Period - November 15, 2011 – December 15, 2011
 - Negotiate extension to RRM process with appropriate treatment of items from working groups.
 - If no extension to the RRM is reached, the Company will file a Statement of Intent with the cities no sooner than January 15, 2012.
 - If an extension to the RRM is reached, the Company will file RRM no sooner than April 1, 2012.

ACTION OPTIONS/RECOMMENDATION

City staff recommends the City Council approve Resolution No. 2011-34, approving a settlement between Atmos Energy Corporation's Mid-Tex Division and Atmos Texas Municipalities resulting in no change in base rates and approving tariffs which reflect costs related to the steel pipe replacement program.

Fiscal Impact

Funds available Y/N?: Y

FINANCIAL IMPACT:

\$6.6 million increase for steel service line program (undisputed).

There shall be no increase in base rates.

Rate design changes (R, C, I and T Tariffs attached)

? \$7.50 residential customer charge (inclusive of \$0.44 for the steel service line program)

? \$16.75 commercial customer charge (inclusive of \$1.22 for the steel service line program)

? Consumption charge based on residential volumes of 80,048,320 Mcf and commercial volumes of 51,011,265 Mcf.

Attachments

Res No 2011-34 Atmos

2011 Atmos Rate Case Tarrifs

RESOLUTION NO. 2011-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, (“CITY”) APPROVING A SETTLEMENT BETWEEN ATMOS ENERGY CORP’S MID-TEX DIVISION (“ATMOS”) AND ATMOS TEXAS MUNICIPALITIES (“ATM”) RESULTING IN NO CHANGE IN BASE RATES AND APPROVING TARIFFS WHICH REFLECT COSTS RELATED TO THE STEEL PIPE REPLACEMENT PROGRAM; FINDING THE RATES SET BY THE ATTACHED TARIFFS TO BE JUST AND REASONABLE; REQUIRING DELIVERY OF THE RESOLUTION TO THE COMPANY AND LEGAL COUNSEL; DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION WAS APPROVED COMPLIED WITH THE OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City is a regulatory authority under the Gas Utility Regulatory Act (“GURA”) and under §103.001 of GURA has exclusive original jurisdiction over Atmos Energy Corporation – Mid-Tex Division (“Atmos”) rates, operations, and services as a gas utility within the municipality; and

WHEREAS, the City has participated in prior cases regarding Atmos as part of a coalition of cities known as the Atmos Texas Municipalities (“ATM”), and

WHEREAS, on or about April 1, 2010 Atmos filed for an increase in rates, pursuant to the Rate Review Mechanism (“RRM”), of approximately \$15.6 million; which represents approximately a \$9 million base rate increase and an approximate \$6.6 million for the steel pipe replacement program; and

WHEREAS, after months of investigation by ATM’s rate experts and weeks of negotiations by ATM’S negotiation team a settlement was arrived at which provides: (1) the steel service line replacement program for this last year be funded through a monthly increase of the residential customer charge of twenty-nine cents and an increase in the commercial customer charge of a dollar and twenty-two cents; (2) there will be no increase in base rates; and (3) Atmos and representatives of ATM will begin meeting in mid-August to begin working on rate-related issues, especially those that are difficult to resolve in the time period called for by the RRM process; and

WHEREAS, the Executive Committee of ATM and its lawyers recommend that the Council approve the attached tariffs which are consistent with the understandings between Atmos and the ATM Executive Committee.

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

Section 1.

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

Section 2.

The rates contained in the attached tariffs are just and reasonable and are hereby approved subject to a prudence review of the steel pipe replacement expenditures in the next general rate proceeding.

Section 3.

That a copy of this Resolution shall be sent to Mr. David Park, Vice President for Rates and Regulation, Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1800, Dallas, Texas 75204, and to Jim Boyle, Counsel for ATM, at Herrera & Boyle, PLLC, 816 Congress Avenue, Suite 1250, Austin, TX 78701.

Section 4.

That the meeting at which this resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

PASSED, APPROVED AND ADOPTED this 16th day of August 2011, at a regular meeting held by the City Council of the City of Copperas Cove, Texas, pursuant to the Tex. Gov't Code § 551.001, et.seq., at which meeting a quorum was present and voting.

ATTEST:

John Hull, Mayor

Jane Lees, City Secretary

APPROVED AS TO FORM:

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

TARIFFS

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

| | | |
|------------------------|---|--|
| RATE SCHEDULE: | R – RESIDENTIAL SALES | |
| APPLICABLE TO: | All Cities except the City of Dallas | |
| EFFECTIVE DATE: | Bills Rendered on or after 9/1/2011 | |

Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Mcf charges to the amounts due under the riders listed below:

| Charge | Amount |
|----------------------------|-------------------|
| Customer Charge per Bill | \$ 7.50 per month |
| Commodity Charge – All Mcf | \$ 2.5116 per Mcf |

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

| | | |
|------------------------|---|--|
| RATE SCHEDULE: | C – COMMERCIAL SALES | |
| APPLICABLE TO: | All Cities except the City of Dallas | |
| EFFECTIVE DATE: | Bills Rendered on or after 9/1/2011 | |

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 3,000 Mcf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Mcf charges to the amounts due under the riders listed below:

| Charge | Amount |
|----------------------------|--------------------|
| Customer Charge per Bill | \$ 16.75 per month |
| Commodity Charge - All Mcf | \$ 1.0217 per Mcf |

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

| | | |
|------------------------|---|--|
| RATE SCHEDULE: | I – INDUSTRIAL SALES | |
| APPLICABLE TO: | All Cities except the City of Dallas | |
| EFFECTIVE DATE: | Bills Rendered on or after 9/1/2011 | |

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

| Charge | Amount |
|------------------------------|---------------------|
| Customer Charge per Meter | \$ 450.00 per month |
| First 0 MMBtu to 1,500 MMBtu | \$ 0.2750 per MMBtu |
| Next 3,500 MMBtu | \$ 0.2015 per MMBtu |
| All MMBtu over 5,000 MMBtu | \$ 0.0433 per MMBtu |

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailement Overpull Fee

Upon notification by Company of an event of curtailement or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailement or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

| | | |
|------------------------|---|--|
| RATE SCHEDULE: | I – INDUSTRIAL SALES | |
| APPLICABLE TO: | All Cities except the City of Dallas | |
| EFFECTIVE DATE: | Bills Rendered on or after 9/1/2011 | |

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

| | | |
|------------------------|---|--|
| RATE SCHEDULE: | T – TRANSPORTATION | |
| APPLICABLE TO: | All Cities except the City of Dallas | |
| EFFECTIVE DATE: | Bills Rendered on or after 9/1/2011 | |

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

| Charge | Amount |
|------------------------------|---------------------|
| Customer Charge per Meter | \$ 450.00 per month |
| First 0 MMBtu to 1,500 MMBtu | \$ 0.2750 per MMBtu |
| Next 3,500 MMBtu | \$ 0.2015 per MMBtu |
| All MMBtu over 5,000 MMBtu | \$ 0.0433 per MMBtu |

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

| | | |
|------------------------|---|--|
| RATE SCHEDULE: | T – TRANSPORTATION | |
| APPLICABLE TO: | All Cities except the City of Dallas | |
| EFFECTIVE DATE: | Bills Rendered on or after 9/1/2011 | |

Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

City Council Regular

I. 6.

Meeting Date: 08/16/2011

Contact: Wesley Wright, Div. Head of Public Works/City Engineer

SUBJECT

Consideration and action on authorizing the City Manager to enter into an agreement with Hill County Transit District (The HOP) allowing shelters to be located within City right-of-way. **Wesley Wright, P.E., Public Works Division Head/City Engineer**

BACKGROUND/HISTORY

The HOP will be installing shelters at multiple stops within the City. Some shelters will be located on private property, while many will be located within City owned right-of-way.

FINDINGS/CURRENT ACTIVITY

In order to define the terms and conditions by which shelters may be installed, the attached agreement is proposed as a template. Individual locations will be determined at a future date.

ACTION OPTIONS/RECOMMENDATION

City staff recommends City Council authorize the City Manager to enter into an agreement with Hill County Transit District (the HOP) allowing shelters to be located within City right-of-way.

Fiscal Impact

FINANCIAL IMPACT:

None

Attachments

[HOP Shelter Agreement 8-16-11](#)

EASEMENT AGREEMENT FOR PASSENGER WAITING FACILITY

Date: _____, 2011

Grantor:
Grantor's Mailing Address:

Grantee: Hill Country Transit District, a political subdivision of the State of Texas, its successors and/ or assigns

Grantee's Mailing Address: P.O. Box 217
San Saba, San Saba County, Texas 76877

Easement Property:

Easement Purpose: For the installation, construction, operation, maintenance, replacement, repair, upgrade, and removal of a bus passenger shelter and related facilities (collectively, the "Facilities").

Consideration: Good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

Reservations from Conveyance: None.

Exceptions to Warranty: None.

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 successors and assigns an easement over, on, and across the Easement Property for the Easement Purpose, 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 as provided for herein. 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 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.

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

1. The purpose of the access is to allow Grantee enough room to install a bus passenger shelter approximately five feet deep and twelve feet wide.

2. The distance from the street's curb area of the location to the back of the concrete pad supporting the shelter shall be no deeper than sixteen feet, and the width (parallel to the street) shall be no more than twenty-four feet, including public right of way.

3. The shelter shall be of a design typically used by Grantee for a passenger shelter;

4. The shelter shall be installed in compliance with Americans with Disabilities Act (ADA), Texas Accessibility Standards (TAS) and local regulations governing such a shelter, and the shelter shall be accessible by people with disabilities as prescribed by ADA and TAS;

5. A sidewalk no less than five feet wide shall be installed to connect with the shelter pad to ensure access from the nearest street or parking lot;

6. The shelter must be capable of being removed from the location and it is understood that the shelter shall generally be installed through the installation of a concrete pad of approximately a four to six inch thickness, with the shelter attached to the concrete pad by means of anchor bolts;

7. The shelter, pad, and the general area immediately near the shelter shall be maintained by Grantee, and Grantee will respond promptly regarding a need for

cleaning the area, repairing the shelter or the pad, and otherwise keeping the shelter in a generally good state of repair;

8. Grantee shall indemnify and hold harmless Grantor from any claims of injuries or damages caused by the shelter or its placement, and Grantee assures the Grantor that the shelter is listed as a fixed asset by Grantee and is covered by Grantee through its insurance program;

9. Other than items such as waste receptacles, notices regarding transit service, and items or materials directly related to the transit service and the shelter, no additional items or materials shall be placed by Grantee without the expressed written consent of the Grantor;

10. In the event Grantee removes the shelter, this agreement becomes immediately null and void unless Grantee has removed the shelter because of damage or for other reason that the shelter has become unsuitable for further service, and unless Grantee replaces the shelter with one similar in purpose and size within ninety (90) days after the removal of the existing shelter. Further, in the event the Grantee wishes to abandon this site, and remove the shelter as provided herein, or in the event the agreement is otherwise terminated, the Grantee shall provide written evidence of no longer having any rights under the agreement.

11. Grantors, their successors and assigns, reserve the right to improve said easement area as long as such improvement shall not unreasonably interfere with the construction, operation, maintenance, repair and/ or reconstruction of the bus passenger shelter. Grantors agree that they and their heirs or assigns will not build or place any new vertical improvements on the property which will unreasonably interfere with the right of the Grantee except as provided for herein.

12. Grantee, its agents or transferees, shall have the right to perform any maintenance it may deem necessary or wish to exercise in connection with the bus passenger shelters (including, but not limited to, the right to make necessary repairs, alterations, and removals or replacement thereof).

13. Grantee shall not be required to remove any concrete installed by Grantee related to the bus passenger shelter upon removal of the shelter, and, in the event this easement is terminated by Grantee, the Grantee's sole requirement upon termination shall be to remove the bus passenger shelter and the retaining bolts, and to provide Grantor with a written termination of this lease agreement.

14. Improvement and maintenance of the Easement Property and the Facilities will be at the sole expense of Grantee. Grantee has the right to eliminate any

encroachments into the Easement Property. Grantee must maintain the Easement Property in a neat and clean condition. Grantee 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. Grantors authorize reasonable access by Grantee to Grantors' property immediately adjacent to the easement provided for the sole purpose of installing and otherwise maintaining the bus passenger shelter, provided that Grantee, in such access, does not interfere with Grantors' ability to operate its business or otherwise access the adjacent property.

15. This Easement may be revoked by Grantor if Grantor finds and determines that the Easement Property is required in order to make way for its sewers, water lines, streets, or other public works. In such case Grantee shall remove the Facilities at Grantee's expense. Grantor shall give Grantee 60 day prior written notice of revocation and shall provide an alternate public easement for relocation of the Facilities if practical to do so.

16. This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.

17. 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.

18. 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.

19. It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately a 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.

20. 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.

21. Each party agrees to hold harmless the other party from any loss, attorney's fees, expenses, or claims attributable to breach or default of any provision of

this agreement by the indemnifying party.

22. 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.

23. 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.

24. 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.

25. Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement.

(THIS SPACE INTENTIONALLY LEFT BLANK)

GRANTOR:

City of Copperas Cove, a Texas Home-Rule Municipality

By:

Andrea M. Gardner, City Manager

(ACKNOWLEDGMENT)

STATE OF TEXAS
COUNTY OF CORYELL

This instrument was acknowledged before me on the ____ day of _____, 2011, by Andrea M. Gardner, City Manager of Copperas Cove, a Texas Home-Rule Municipality.

NOTARY PUBLIC,
STATE OF _____

GRANTEE: Hill Country Transit District, a political
subdivision of the State of Texas

By:

Carole Warlick, General Manager

(ACKNOWLEDGMENT)

STATE OF TEXAS
COUNTY OF SAN SABA

This instrument was acknowledged before me on the ____ day of _____, 2011, by Carole Warlick, General Manager of Hill Country Transit District, a political subdivision of the State of Texas.

NOTARY PUBLIC, STATE OF TEXAS

City Council Regular

I. 7.

Meeting Date: 08/16/2011

Contact: Andrea Gardner, City Manager

SUBJECT

Consideration and action on authorizing the City Manager to execute an Interlocal Agreement between the Capital Area Housing Finance Corporation and the City of Copperas Cove, Texas to authorize Capital Area HFC to loan funds to Copperas Cove Brookview Village Apartments under Capital Area HFC's 2011 Multifamily Developer Loan Program. **Andrea M. Gardner, City Manager**

BACKGROUND/HISTORY

On December 17, 2010, MacDonald Companies submitted a letter to various City representatives to include the Mayor and members of the City Council, requesting a meeting to discuss the Company's plans for a proposed new project in Copperas Cove.

On February 8, 2011, the Mayor and City Manager met with G. Granger MacDonald from MacDonald Companies regarding the Company's plans to submit an application for 2011 Housing Tax Credits by Copperas Cove Brookview Village Apartments, L.P. to the Texas Department of Housing and Community Affairs (TDHCA) to develop affordable Senior Citizen rental housing. Furthermore, Mr. MacDonald requested a letter of support from the City for Brookview's application submission. Thus, on February 15, 2011, the City Council approved Resolution No. 2011-08 supporting Copperas Cove Brookview Village Apartments, L.P. 2011 Housing Tax Credit Application to TDHCA.

Following approval of the resolution by the City of Copperas Cove, an application was submitted to TDHCA by Copperas Cove Brookview Village Apartments, L.P. on March 1, 2011.

FINDINGS/CURRENT ACTIVITY

On July 28, 2011, Copperas Cove Brookview Village Apartments, L.P. was notified by TDHCA of application approval and a funding commitment is forthcoming.

Chapter 394 of the Texas Local Government Code regulates Housing Finance Corporations in Municipalities and Counties. Capital Area HFC has promulgated rules whereby it can finance a multifamily residential development to be owned by the housing finance corporation if the housing finance corporation receives approval of the governing body of the local government. Thus, the requirement for the Interlocal Agreement.

The attached agreement has been reviewed for legal content by Charlie Zech.

ACTION OPTIONS/RECOMMENDATION

City staff recommends the City Council authorize the City Manager to execute an Interlocal Agreement between the Capital Area HFC and the City of Copperas Cove, Texas.

Fiscal Impact

FINANCIAL IMPACT:

Copperas Cove Brookview Village Apartments, L.P. has agreed to pay the legal fees of Denton, Navarro, Rocha & Bernal, P.C. associated with the review of the interlocal agreement.

Attachments

Interlocal agreement

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (this "*Agreement*") is made and entered into as of _____, 20__ (the "*Effective Date*"), by and between the CAPITAL AREA HOUSING FINANCE CORPORATION (the "*Capital Area HFC*"), a public, non-profit housing finance corporation duly organized and existing under the laws of the State of Texas, and City of Copperas Cove (the "*Governing Body*").

WITNESSETH

WHEREAS, the Capital Area HFC is authorized by the provisions of the Texas Housing Finance Corporations Act, Chapter 394, Texas Local Government Code, as amended (the "*Act*"), to (a) lend money for its corporate purposes and invest and reinvest its funds; (b) borrow money at rates determined by the Capital Area HFC; and (c) pledge all or any part of the revenues, receipts or resources of the Capital Area HFC from or in connection with such loans, and to mortgage, pledge or grant security interests in such loans or other property of the Capital Area HFC in order to secure the payment of the Capital Area HFC's obligations; and

WHEREAS, pursuant to the Act, the Capital Area HFC has established a 2011 Multifamily Developer Loan Program (the "*Program*") under which the Capital Area HFC is authorized to make loans to eligible borrowers to help finance the acquisition, construction or rehabilitation of multifamily housing developments located within the jurisdiction of the Capital Area HFC and in other jurisdictions with the authorization of the applicable local housing authority; and

WHEREAS, the Capital Area HFC intends to loan funds to Copperas Cove Brookview Village Apartments, L.P. (the "*Borrower*"), to help finance the construction of certain property (the "*Loan*") located in the jurisdiction of the Governing Body; and

WHEREAS, the Governing Body hereby authorizes and consents to the Loan on the terms specified in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. RECITALS.

The recitals set forth above are incorporated herein for all purposes and are found by the parties hereto to be true and correct. It is further found and determined that the parties hereto have authorized and approved this Agreement by resolution or order adopted by their respective bodies, and that this Agreement will be in full force and effect when executed by both parties.

SECTION 2. DEVELOPMENT FUNDING.

The Governing Body hereby agrees that the Capital Area HFC may provide the Loan to the Borrower in connection with the construction of an approximately 96 unit apartment project located in the Governing Body's jurisdiction in accordance with the Commitment for Loan to Copperas Cove Brookiew Village Apartments, L.P. dated as of August 8, 2011 issued by the Capital Area HFC (the "*Loan Commitment*") and a Term Loan Agreement to be entered into between the Capital Area HFC and the Borrower (the "*Loan Agreement*") and incorporating certain terms of the Loan Commitment.

The parties hereto acknowledge and agree that neither the full faith and credit of the Governing Body or the State of Texas, nor the taxing power of the Governing Body, if any, or the State of Texas or any other political subdivision of the State of Texas is pledged in support of the Loan.

SECTION 3. TERMINATION.

This Agreement shall terminate upon the occurrence of any of the following events:

- (a) The Borrower withdraws its request for the Loan;
- (b) The Loan is not closed on or before the date for such closing specified in the Loan Agreement; or
- (c) The mutual written agreement of the parties hereto.

SECTION 4. TERMINATION UPON LEGAL PROHIBITION OF RELATIONSHIP.

Notwithstanding the foregoing, the parties hereto may terminate this Agreement immediately by delivering written notice to the other party:

(a) If, in the opinion of an independent attorney, it is determined that there is applicable legislation, regulations, rules or procedures (collectively referred to herein as a "*Law*") in effect or to become effective as of a date certain, which Law, if or when implemented, would have the effect of subjecting a party hereto to civil or criminal prosecution under the state and/or federal laws, or endangering or jeopardizing the status of a party hereto or any of its affiliates, because of the party's participation herein;

(b) If a party receives notice (the "*Notice*") of an actual or threatened decision, finding or action by any governmental or private agency or court (collectively referred to herein as an "*Action*"), which Action, if or when implemented, would have the effect of subjecting the party to civil or criminal prosecution under the state and/or federal laws, or endangering or jeopardizing the status of the party or any of its affiliates, because of the party's participation herein; or

(c) If a party hereto receives any order (the "Order") by a governmental agency or court that the terms of this Agreement are in violation of any Law.

SECTION 5. EFFECT OF TERMINATION.

Upon the expiration or termination of this Agreement, the parties hereto shall thereafter be automatically relieved and released from all further liabilities and obligations hereunder, except for liabilities and obligations contained herein which are expressly made to extend beyond the term of his Agreement, all of which shall survive the expiration or termination of this Agreement.

SECTION 6. MISCELLANEOUS.

Section 6.1. Prior Written Agreements. This Agreement is without regard to any and all prior written contracts or agreements between the parties hereto regarding any other subject matter and does not modify, amend, ratify, confirm or renew any such other prior contract or agreement between the Parties.

Section 6.2. Other Services and Exclusion. Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of any of the parties hereto to undertake or not to undertake any other service, or to provide or not to provide any service, except as specifically set forth in this Agreement or in a separate written instrument executed by the parties hereto.

Section 6.3. Governmental Immunity. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to any of the parties hereto nor to create any legal rights or claim on behalf of any additional party. None of the parties hereto waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

Section 6.4. Amendments and Modifications. This Agreement may not be amended or modified except in a writing executed by the parties hereto and authorized by their respective governing bodies.

Section 6.5. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the parties hereto shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

Section 6.6. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date first written above, when all parties hereto have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

Section 6.7. No Third Party Beneficiaries. The provisions of this Agreement are and will be for the benefit of the parties hereto only and are not for the benefit of any third party. No third party shall have the right to enforce the provisions hereof.

Section 6.8. Notice. All communications provided for herein shall be in writing and shall be deemed to have been given or made when served personally or when deposited in the United States mail. The following are the addresses for all purposes in connection herewith.

Capital Area HFC: Capital Area Housing Finance Corporation
4101 Parkstone Heights Drive
Suite 280
Austin, Texas 78746
Attention: James E. Shaw

Governing Body: City of Copperas Cove

The parties hereto shall have the right from time to time to change their respective addresses and each shall have the right to specify as its address any other address by giving to the other parties hereto written notice at least ten (10) days prior such change.

Section 6.9. Governing Law. This Agreement and the rights and duties of the parties hereto shall be construed and determined in accordance with the laws of the State of Texas. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and any prior agreements, whether written or oral, with respect thereto are superseded hereby.

Section 6.10. Headings. Section headings used in this Agreement are for convenience of reference only and are not a part of this Agreement for any other purpose.

[Signatures begin on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date by their officers thereunto duly authorized.

CAPITAL AREA HOUSING FINANCE CORPORATION

By: James E. Shaw
Name: James E. Shaw
Title: Executive Director

CITY OF COPPERAS COVE

By: _____
Name: _____
Title: _____

**COMMITMENT FOR
LOAN TO COPPERAS COVE BROOKVIEW VILLAGE APARTMENTS, L.P.**

SUMMARY OF TERMS AND CONDITIONS

- BORROWER:** Copperas Cove Brookview Village Apartments, L.P.
- PRINCIPAL AMOUNT:** \$432,000.00 (the "Loan").
- LENDER:** Capital Area Housing Finance Corporation
- PURPOSE:** The statutory purpose of Lender is to assist in financing a senior's residential development that will provide decent, safe, and sanitary housing at affordable prices. Accordingly, the board of directors of Lender has determined that making this Loan is within Lender's statutory purpose. Evidence of the board of directors' approval is attached hereto as Exhibit A.
- The proceeds of the Loan will be utilized to pay for costs associated with the development of the Brookview Village Apartments residential rental property in Copperas Cove, Texas, a development of 96 units intended for families with incomes of 30%, 50% and 60% of the area median family income (the "Project").
- TAX CREDITS:** Development of the Project will be financed, in part, with the proceeds of low-income housing tax credits ("Tax Credits") authorized under Section 42 of the Internal Revenue Code of 1986, as amended. Borrower has applied for a commitment of Tax Credits from the Texas Department of Housing and Community Affairs ("TDHCA") pursuant to its 2010 Qualified Allocation Plan [10 T.A.C. Chapter 49] (the "QAP"). This Loan allows Borrower to qualify for certain points under its Tax Credit application and Borrower and Lender intend this Loan to assist Borrower in qualifying for these points.
- SOURCES:** The funds used to make this Loan will not be: (1) first provided to Lender by Borrower or by the Applicant, Developer, Consultant, Related Party, or any individual or entity acting on behalf of the Application (as such terms are defined in the QAP), or (2) first provided to Lender from a federal source.
- TERM:** The Loan will be evidenced by a Promissory Note (the "Note"), which will mature the later of (i) 12 months after initial funding or (ii) the date the Project is placed in service.
- INTEREST RATE:** The Loan shall bear interest at the Applicable Federal Rate in effect at the time of Closing.
- REPAYMENT:** All principal and accrued interest will be due and payable on the maturity date. The Loan may be prepaid without penalty.
- COLLATERAL:** The Loan shall be 100% collateralized in a form satisfactory to the lender.

This Summary of Terms and Conditions constitutes the commitment of Lender to make a loan to Borrower on the terms and conditions described above, subject to satisfaction of each of the following additional conditions: (1) Borrower receives a commitment of Tax Credits from TDHCA for the Project; (2) Borrower does not receive a commitment of HOME funds from TDHCA for the Project, unless TDHCA requires this loan as a condition of the allocation of tax credits; (3) Lender's receipt and approval of final form loan documents; (4) Borrower's establishment of the collateral in a manner acceptable to Lender; (5) no material adverse change in Borrower or the Project or the circumstances surrounding Borrower's development of the Project that would, in Lender's reasonable judgment, make the Loan unacceptable to Lender; (6) final approval of the transaction by Lender's counsel.

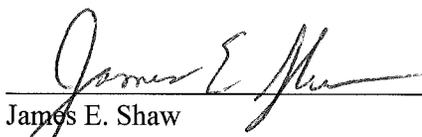
This Loan Commitment expires upon Borrower's failure to satisfy any one of the numbered conditions described above.

Agreed as of the date signed on behalf of Lender.

LENDER:

CAPITAL AREA HOUSING FINANCE CORPORATION

By:


James E. Shaw
Executive Director

BORROWER:

Copperas Cove Brookview Village
Apartments, L.P.

By: Copperas Cove Brookview
Village GP, L.L.C.
its general partner

By:

G. Granger MacDonald
Manager

Dated as of 8/8, 2011

City Council Regular

I. 8.

Meeting Date: 08/16/2011

Contact: Andrea Gardner, City Manager

SUBJECT

Consideration and action on a resolution for the 2011 TML Annual Conference. **Andrea M. Gardner, City Manager**

BACKGROUND/HISTORY

The TML Constitution states that resolutions for consideration at the Annual Conference must be submitted to the TML headquarters 45 calendar days prior to the first day of the Annual Conference. Thus, resolutions must arrive at the TML headquarters no later than August 29, 2011.

FINDINGS/CURRENT ACTIVITY

During the August 2, 2011 Regular Meeting of the Governing Body, City staff requested the governing body of Copperas Cove consider a resolution requesting financial assistance to offset the property tax exemption losses experienced in recent years. The direction provided to staff during the meeting was to proceed with preparing a resolution to request financial assistance regarding the property tax revenue losses experienced since 2009.

ACTION OPTIONS/RECOMMENDATION

City staff recommends the City Council approve Resolution No. 2011-32, for submission to the TML Resolutions Committee for consideration at the 2011 TML Annual Conference.

Meeting Date: 08/16/2011

Contact: Andrea Gardner, City Manager

SUBJECT

Consider and take action on the adoption of a resolution supplementing Resolution No. 2010-37 adding two temporary construction easements to the amount of property to be acquired from Freddie A. and Joan Dewald, specifically described in "Exhibit A" attached to the proposed Resolution; establishing a public necessity and public use; authorizing the City Manager to negotiate the lease of the temporary easements throughout the duration of the Northeast Sewer Line (Eastside Infrastructure) Project and, if necessary, to initiate proceedings to acquire property interests through eminent domain. **Andrea M. Gardner, City Manager**

BACKGROUND/HISTORY

The installation of a 30-inch sewer line from Highway 190 to the Northeast Wastewater Treatment facility, the replacement of an undersized 15-inch transmission line with a 24-inch line and installation of a lift station to be located in place of the existing lift station located next to Arby's restaurant were recommended by City staff in order to design work for 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 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.

In December 2009, the City Manager was authorized to provide a written offer to Mr. Freddie Dewald for a permanent water/wastewater easement and a temporary construction easement that is necessary for project completion. Thus, on December 22, 2009, an offer letter was provided by certified mail/return receipt requested to Mr. Dewald.

On January 19, 2010, the City Council authorized the execution of the construction contracts for Phase I of the project, thus the Dewald easement is critical to the completion of Phase I.

A reply from Fred Dewald, dated January 29, 2010, was received by the City Manager on January 30, 2010 as an attachment to an email (see attached). Due to the response, staff recommended proceeding with the condemnation process to acquire the required easements. As such, Council authorized the City Manager to proceed with condemnation on February 16, 2010. Furthermore, the Council authorized the City Manager to proceed with offer letters for additional easements required to complete the entire project.

In February 2010, City Administration requested River City Engineering receive and evaluate the professional credentials of land appraisal firms. As a result, the City engaged Lone Star Appraisals & Realty, Inc. in Cedar Park, TX to complete the required land appraisal for the Dewald property.

A completed Real Estate Summary Appraisal Report was completed by Lone Star Appraisals & Realty, Inc. and forwarded to the City Manager on September 7, 2010. Upon receipt of the appraisal report, the City Manager notified the City Attorney to determine the next step in the condemnation process. Thus, on October 5, 2010, the City Attorney presented the Council with a resolution authorizing the construction of the Northeast Sewer Line (Eastside Infrastructure) project; determining the public necessity; authorizing the acquisition of property rights necessary for the project; authorizing and ratifying the appointment of an

appraiser and negotiator as necessary; authorizing the City Manager to establish just compensation for the property right to be acquired; authorizing the City Manager to take all steps necessary to acquire the needed property rights in compliance with all applicable laws and regulations, including making a final offer for the purchase of the property. The governing body approved the resolution after discussion.

FINDINGS/CURRENT ACTIVITY

Since, October 5, 2010, the City Attorney and City Manager have worked with the attorney representing Freddie A. and Joan Dewald to settle the easement issue. Although the negotiations were unsuccessful, a discovery was made by the City Attorney that the resolution and the appraisal completed only included the permanent easement for the construction project and did not include the temporary construction easements also need for the project. Thus, the appraisal was required to be completed including the temporary easements required. As such, on July 13, 2011 the completed appraisal was received by City staff and forwarded to the City Attorney. To ensure the City meets all requirements for condemnation, the resolution approved on October 5, 2010 must be revised to include the temporary construction easements.

ACTION OPTIONS/RECOMMENDATION

City staff recommends the City Council adopt Resolution No. 2011-30, supplementing Resolution No. 2010-37 adding two temporary construction easements to the amount of property to be acquired from Freddie A. and Joan Dewald.

Fiscal Impact

Funds available Y/N?: N

FINANCIAL IMPACT:

None.

Attachments

Resolution 2011-30

CIP Summary Report

RESOLUTION NO. 2011-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, SUPPLEMENTING RESOLUTION 2010-37 WHICH AUTHORIZED THE CONSTRUCTION OF THE NORTHEAST SEWER LINE (EASTSIDE INFRASTRUCTURE) PROJECT; DETERMINED THE PUBLIC NECESSITY; AUTHORIZED THE ACQUISITION OF PROPERTY RIGHTS NECESSARY FOR THE PROJECT; AUTHORIZED AND RATIFIED THE APPOINTMENT OF AN APPRAISER AND NEGOTIATOR AS NECESSARY; AUTHORIZED THE CITY MANAGER OF THE CITY OF COPPERAS COVE, TEXAS TO ESTABLISH JUST COMPENSATION FOR THE PROPERTY RIGHT TO BE ACQUIRED; AUTHORIZED THE CITY MANAGER TO TAKE ALL STEPS NECESSARY TO ACQUIRE THE NEEDED PROPERTY RIGHTS IN COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS, INCLUDING MAKING A FINAL OFFER FOR THE PURCHASE OF THE PROPERTY; FOUND AND DETERMINED THAT THE MEETING AT WHICH THE RESOLUTION WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND FURTHER PROVIDING FOR THE ACQUISITION OF CERTAIN ADDITIONAL PROPERTY RIGHTS NECESSARY FOR THE COMPLETION OF THE NORTHEAST SEWER LINE (EASTSIDE INFRASTRUCTURE) PROJECT (“THE PROJECT”), ESTABLISHING A PUBLIC NECESSITY; AND ESTABLISHING JUST COMPENSATION FOR THE PROPERTY OWNER OF THE AFFECTED PROPERTY; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Council of the City of Copperas Cove has previously passed Resolution 2010-37 on October 5, 2010 establishing a public necessity for the acquisition of a permanent easement upon the property located at 2315 E. Highway 190, Copperas Cove, Texas, more particularly described as a 1.534 acre (66,677 square feet), more or less, tract of land being out of a called 49.8 acre tract conveyed to Freddie A. Dewald recorded in Volume 365, Page 12 of the Deed Records of Coryell County, Texas, and a portion out of a 25-foot Perpetual Utility Easement recorded in Volume 338, Page 273 of the Deed Records of Coryell County, Texas, out of the W. P. Hardeman Survey, Abstract 454, of Coryell County, Texas which is more particularly described in the attached Exhibit “A”; and

WHEREAS, the City Council of the City of Copperas Cove, Texas, has previously authorized the employment of River City Engineering to complete the design work for the Northeast Sewer Line Project; and

WHEREAS, the City of Copperas Cove, Texas obtained, and the City Council was previously presented with a 68 page appraisal with attachments prepared by Lone Star Appraisals & Realty, Inc. demonstrating the fair market value for the permanent easement on the property to be acquired based on the highest and best use of the property; and

WHEREAS, the Council previously found that this project was recommended by the City's staff in order to design work for 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 it was recommended that the City acquire all necessary property rights for the project; and

WHEREAS, the City Council has considered this project and has previously determined that a public necessity exists for this project and a need for the acquisition of certain property rights for this project; and

WHEREAS, the City Council has now determined that in addition to the permanent easement, the City requires two additional +/- 17 feet-wide temporary construction easements consisting of approximately 13,194 square feet or 0.303 acres and 40,294 square feet or 0.925 acres which are more specifically described by the survey and metes and bounds descriptions attached hereto as Exhibits "B" and "C"; and

WHEREAS, the City Council finds Resolution 2010-37, attached hereto as Exhibit "D", included a description of the square footage constituting the 1.534 acres the City seeks to acquire reflecting said square footage at 66,677 "more or less" but after careful review of the dimensions of the needed property finds that the accurate square footage constituting the 1.534 acre tract is 66,804 and that this revision does not change the amount of property needed for the completion of the project; and

WHEREAS, the City Council previously found that the acquisition of approximately 1.534 acres (permanent easement) on and across the Dewald property is necessary as no other alternative location or property is available that will be sufficient for construction and required for the location of the City's sewer line. The City Council further finds that the temporary acquisition of the two additional construction easements (.303 and .925 acre tracts) on and across the Dewald property is necessary for the construction of the City's sewer line. These findings are based on analyses conducted by the City's engineers during the design phase of the project which is ongoing

and the City has determined that a public necessity and public use exists requiring the acquisition of these easements. The City Council has deliberated upon the facts presented by its engineers and the advice of city staff as evidenced by the summary report attached as Exhibit "E" which was presented to Council at the meeting during which the discussion and deliberation took place.

WHEREAS, the City Council previously found that the prior appraisal constituted fair market value for the acquisition of approximately 1.534 acres (66,804 square feet), more or less, (the permanent easement), and now finds that it has since obtained a new 72 page appraisal prepared by Lone Star Appraisals, Inc. which includes an assessment of the fair market value of the two additional temporary construction easements more particularly described in the appraisal and in Exhibits "B" and "C"; and

WHEREAS, the City of Copperas Cove has in good faith attempted both to purchase the permanent and temporary construction easements, needed for the Northeast Sewer Line (Eastside Infrastructure) Project from the property owners without success; and

WHEREAS, the City Council finds that there exists a public necessity for the acquisition of these additional temporary construction easements insofar as the City cannot complete the project without sufficient space on the property to conduct the necessary construction and must temporarily store construction materials throughout the duration of this phase of the project and that the previous resolution needs to be supplemented to completely set forth the descriptions of all property to be acquired and to establish the public necessity and use of the above described temporary construction easements in addition to the permanent easement previously authorized as well as to provide authority for the City Manager to negotiate with the property owner for the acquisition of the permanent and temporary construction easements and, if necessary, to initiate proceedings to acquire these interests by eminent domain.

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

SECTION 1.

That the City Council previously found and determined that a public purpose and necessity exists for the City of Copperas Cove to complete the Northeast Sewer Line (Eastside Infrastructure) Project (the "Project") by obtaining real property rights, including fee simple title, as described in the recitals herein, and to acquire the necessary property rights in those certain lots, tracts or parcels of land deemed necessary for construction of the Project as identified in the design plans and specifications, as amended, together with all necessary appurtenances, additions and improvements on, over, under, and through those certain lots, tracts or parcels of land.

SECTION 2.

That the City Manager has previously been authorized and directed to negotiate for and to acquire the required property rights (up to and including the fee simple title) for the City of Copperas Cove, Texas, and to acquire said rights in compliance with State and Federal laws. That the City Manager has previously been specifically authorized and directed to do each and every act necessary to acquire the needed property rights including, but not limited to: to negotiate, give notices, make written offers to purchase; prepare contracts; designate a qualified appraiser of the property to be acquired; make a final offer to purchase; and, where necessary, to institute proceedings in eminent domain and any other such act performed or to be performed in furtherance of this project performed by the City Manager under her general authority provided by law, all of which was previously ratified.

SECTION 3.

That the City Manager, or any individual she designated, has previously been appointed as negotiator for the acquisition of this property and, as such, the City Manager was authorized and directed to do each and every act and deed hereinabove specified or authorized by reference subject to the availability of funds appropriated by the City Council for such purpose. The City Manager was specifically authorized to establish the just compensation for the acquisition of the property. That if the City Manager or her designee determined that an agreement as to damages or compensation could not be reached, then the City's legal counsel, Denton, Navarro, Rocha & Bernal, P.C., as its attorney or its designee, was and is authorized and directed to file or cause to be filed, against the owners and interested parties of the property, proceedings in eminent domain to acquire the above stated interest in the property.

SECTION 4.

That the findings of fact, recitations, and provisions set out in the preamble of the previous resolution were adopted and made a part of the body of the resolution, as fully as if the same were set forth therein.

SECTION 5.

That it was officially found and determined that the meeting at which Resolution No. 2010-37 was passed was open to the public as required by law and that public notice of the time, place, and purpose of said meeting was given as required.

SECTION 6.

That the City Council hereby further finds that the same public purpose and necessity exists for the acquisition of the aforementioned two additional temporary construction easements as specifically described in the attached Exhibits "B" and "C".

SECTION 7.

That the City Manager is further authorized and directed to negotiate for and to acquire the temporary construction easements as described herein in addition to all previously authorized properties necessary for the completion of the project (up to and including the fee simple title) for the City of Copperas Cove, Texas and to acquire said rights in compliance with State and Federal law. That the City Manager is specifically authorized and directed to do each and every act necessary to acquire the needed property rights including, but not limited to: the authority to negotiate, give notices, make written offers to purchase; prepare contracts; designate a qualified appraiser of the property to be acquired; make a final offer to purchase; and, where necessary, to institute proceedings in eminent domain and any other such act performed or to be performed in furtherance of this project performed by the City Manager under her general authority provided by law, all of which is hereby ratified.

SECTION 8.

That the City Manager, or any individual she may so designate, is further appointed as negotiator for the acquisition of these property rights and/or property as a whole, and as such the City Manager is further authorized and directed to do each and every act and deed hereinabove specified or authorized by reference, subject to the availability of funds appropriated by the City Council for such purpose. The City Manager is specifically authorized to establish the just compensation for the acquisition of the property. That if the City Manager or her designee determines that an agreement as to damages or compensation cannot be reached, then the City's legal counsel, Denton, Navarro, Rocha & Bernal, P.C., as its attorney or its designee, remains authorized and directed to file or cause to be filed, against the owners and interested parties of the property, proceedings in eminent domain to acquire the above stated interests in the property.

SECTION 9.

That the findings of fact, recitations, and provisions set out in the preamble of Resolution No. 2010-37 are adopted and made a part of the body of this resolution, as fully as if the same were set forth herein.

SECTION 10.

That this Resolution is a supplement to Resolution No. 2010-37, shall be read in addition to and in conjunction with its predecessor, Resolution No. 2010-37, and all rights determined in said resolution shall be in addition to the authority established and set forth herein. Nothing in this amendment shall be read to supersede, cancel, or otherwise diminish the language set forth in Resolution No. 2010-37 with respect to the description of the property to be acquired or the public necessity, use or other authority by which the City of Copperas Cove, Texas derives its power of eminent domain in the acquisition of the property or interests therein.

SECTION 11.

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

PASSED, APPROVED AND ADOPTED this 16th day of August 2011, at a regular meeting held by the City Council of the City of Copperas Cove, Texas, pursuant to the Tex. Gov't Code § 551.001, et.seq., at which meeting a quorum was present and voting.

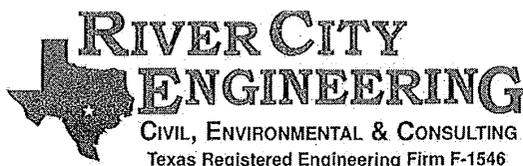
John Hull, Mayor

ATTEST:

Jane Lees, City Secretary

APPROVED AS TO FORM:

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



August 1, 2011

Ms. Andrea Gardener, City Manager
City of Copperas Cove
1601 North First Street
Copperas Cove, Texas 76522

RE: Eastside Infrastructure Improvements

Dear Ms Gardener:

The purpose of this letter is to provide the City of Copperas Cove with a summary report of the planning and engineering of the City's eastside wastewater service area and the development of wastewater flows used in the design of its infrastructure improvements.

The eastside of the City contributes its wastewater flow through a series of gravity lines to a central 15" line, which flows through the City's golf course to the Northeast WWTP. The Copperas Cove Industrial Park currently connects to this 15" line through an existing 8" line that can be seen on Attachment B. These lines are over 30 years old and suffer from inadequate capacity, and excessive wet weather peak flow of inflow/infiltration. Per the attached Overall Drainage Map, Attachment A, the 15-inch interceptor line currently serves Section 2-A and 3-A for a combined wet weather flow total of 2060 GPM, at buildout projections. Its capacity is significantly less than that.

In 2009 TxDOT announced the funding for the southern bypass. In cooperation between the City and Ft. Hood, additional property was added to the City's Industrial Tract, managed by the EDC. This land addition raised the projected wastewater flow rate from the enlarged service area. As shown in Attachment A, the total projected wet weather flow increased by 1236 GPM or a total flow of 3296 GPM. These increased flows necessitated the construction of larger piping facilities to handle the resulting flows.

The proposed piping starts as a 24" gravity main at the NEWWTP. Three routing options were analyzed in Attachment C, and D. These included a 24" gravity main and 12" FM around the Golf Course perimeter. Option 2 is a 24" gravity main parallel to 15", with 12" FM to proposed LS. Option 3 is a 12" force main to plant and re-use of 15" gravity main. The second option offered the best service capabilities. While it was parallel to the 15" line from the WWTP to the railroad, it was parallel to the railroad on the north side, and bored across approximately 2000LF east of existing sewer crossing. This route offered separation from existing gravity line on west side of railroad, thereby not interfering with existing service, future connections along Hwy 190, and constructability issues with depth of existing line.

The proposed lift station is next to the existing eastside lift station that currently serves the EDC commercial development located off of Highway 190 at the eastern most edge of the city limits of Copperas Cove. The existing industrial park lift station can handle 300 GPM which it conveys thru an existing 4-inch force main, to 8-inch line discussed previously. The new 1500 GPM lift station and 12" force main have been designed to handle wastewater flows from the existing lift station along with future flows from the City of Copperas Cove Economic Development Corporation (CCEDC) tracts (3A and 3B) located just south of the proposed lift station.

If you have any questions, or need additional information, please do not hesitate to contact me.

Sincerely,

Patrick A. Lackey, P.E.

**EASTSIDE
WASTEWATER SERVICE PLAN
ATTACHMENT 'D'
PRELIMINARY CONSTRUCTION COST ESTIMATE**

OPTION 1 (Along Boundary of Golf Course)

| ITEM NO. | ITEM DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | ITEM TOTAL |
|---|-----------------------------|----------|------|-----------------|------------------------|
| Wastewater System | | | | | |
| 1 | 12-inch WW Gravity | 6,000 | LF | \$ 80.00 | \$ 480,000.00 |
| 2 | 8-inch WW Gravity | 6,350 | LF | \$ 60.00 | \$ 381,000.00 |
| 3 | 48-inch SS Manhole | 35 | EA | \$ 4,000.00 | \$ 140,000.00 |
| | | | | Subtotal | \$ 1,001,000.00 |
| Lift Station, Force Main, and Gravity Line | | | | | |
| 1 | Proposed Lift Station | 1 | LS | \$ 500,000.00 | \$ 500,000.00 |
| 2 | 24-inch WW Gravity | 5,500 | LF | \$ 120.00 | \$ 660,000.00 |
| 3 | 12-inch WW Force Main | 5,550 | LF | \$ 60.00 | \$ 333,000.00 |
| 4 | 12-inch Bore and Encasement | 100 | LF | \$ 500.00 | \$ 50,000.00 |
| 5 | Misc. Site Restoration | 1 | LS | \$ 40,000.00 | \$ 40,000.00 |
| | | | | Subtotal | \$ 1,583,000.00 |
| Erosion & Sedimentation Control | | | | | |
| 1 | Silt Fence | 10,750 | LF | \$ 2.50 | \$ 26,875.00 |
| 2 | Tree Protection | 2,000 | LF | \$ 3.50 | \$ 7,000.00 |
| 3 | Re-vegetation | 12,200 | SY | \$ 2.50 | \$ 30,500.00 |
| | | | | Subtotal | \$ 64,000.00 |
| TOTAL CONSTRUCTION COST ESTIMATE | | | | | \$ 2,648,000.00 |

This Construction Cost Estimate is based on River City Engineering's experience and qualifications, and represents River City Engineering's best judgement. However, since River City Engineering has no control over the cost of labor, materials, equipment or services furnished by others, River City Engineering does not guarantee that the actual construction cost will not vary from the Construction Cost Estimate.

**EASTSIDE
WASTEWATER SERVICE PLAN
ATTACHMENT 'D'
PRELIMINARY CONSTRUCTION COST ESTIMATE**

OPTION 2 (Parallel to Existing 15" Alignment)

| ITEM NO. | ITEM DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | ITEM TOTAL |
|---|-----------------------------|----------|------|-----------------|------------------------|
| <i>Wastewater System</i> | | | | | |
| 1 | 12-inch WW Gravity | 6,000 | LF | \$ 80.00 | \$ 480,000.00 |
| 2 | 8-inch WW Gravity | 6,350 | LF | \$ 60.00 | \$ 381,000.00 |
| 3 | 48-inch SS Manhole | 35 | EA | \$ 4,000.00 | \$ 140,000.00 |
| | | | | <i>Subtotal</i> | <i>\$ 1,001,000.00</i> |
| <i>Lift Station, Force Main, & Gravity Line</i> | | | | | |
| 1 | Proposed Lift Station | 1 | LS | \$ 500,000.00 | \$ 500,000.00 |
| 2 | 24-inch WW Gravity | 5,200 | LF | \$ 120.00 | \$ 624,000.00 |
| 3 | 12-inch WW Force Main | 5,550 | LF | \$ 60.00 | \$ 333,000.00 |
| 4 | 12-inch Bore and Encasement | 100 | LF | \$ 500.00 | \$ 50,000.00 |
| 5 | Misc. Site Restoration | 1 | LS | \$ 40,000.00 | \$ 40,000.00 |
| | | | | <i>Subtotal</i> | <i>\$ 1,547,000.00</i> |
| <i>Erosion & Sedimentation Control</i> | | | | | |
| 1 | Silt Fence | 10,750 | LF | \$ 2.50 | \$ 26,875.00 |
| 2 | Tree Protection | 2,000 | LF | \$ 3.50 | \$ 7,000.00 |
| 3 | Re-vegetation | 12,000 | SY | \$ 2.50 | \$ 30,000.00 |
| | | | | <i>Subtotal</i> | <i>\$ 64,000.00</i> |
| TOTAL CONSTRUCTION COST ESTIMATE | | | | | \$ 2,612,000.00 |

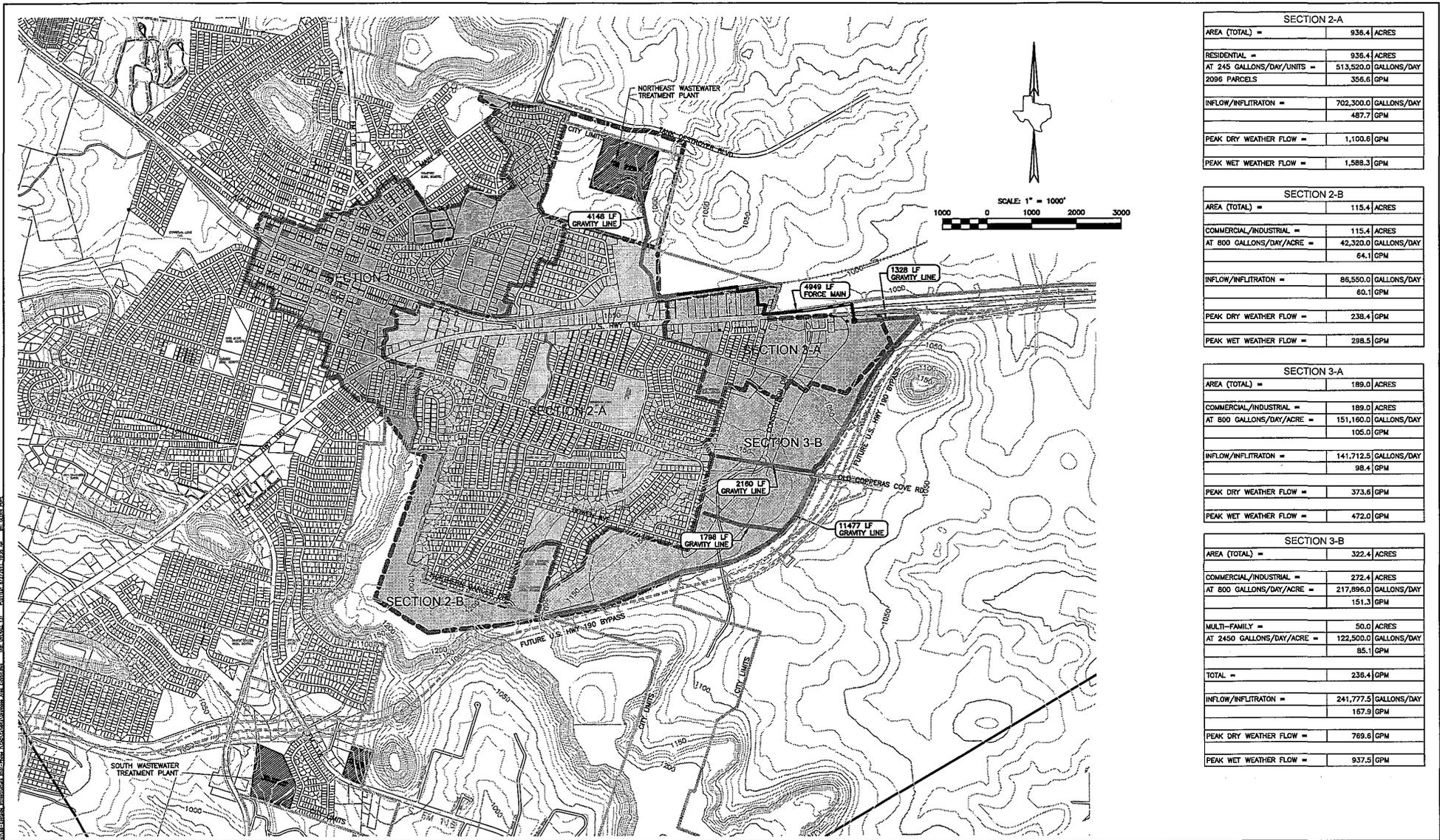
This Construction Cost Estimate is based on River City Engineering's experience and qualifications, and represents River City Engineering's best judgement. However, since River City Engineering has no control over the cost of labor, materials, equipment or services furnished by others, River City Engineering does not guarantee that the actual construction cost will not vary from the Construction Cost Estimate.

**EASTSIDE
WASTEWATER SERVICE PLAN
ATTACHMENT 'D'
PRELIMINARY CONSTRUCTION COST ESTIMATE**

OPTION 3 (Force Main to WW Plant)

| ITEM NO. | ITEM DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | ITEM TOTAL |
|--|-----------------------------|----------|------|-----------------|------------------------|
| Wastewater System | | | | | |
| 1 | 12-inch WW Gravity | 6,000 | LF | \$ 80.00 | \$ 480,000.00 |
| 2 | 8-inch WW Gravity | 6,350 | LF | \$ 60.00 | \$ 381,000.00 |
| 3 | 48-inch SS Manhole | 35 | EA | \$ 4,000.00 | \$ 140,000.00 |
| | | | | Subtotal | \$ 1,001,000.00 |
| Lift Station & Force Main | | | | | |
| 1 | Proposed Lift Station | 1 | LS | \$ 500,000.00 | \$ 500,000.00 |
| 2 | 12-inch WW Force Main | 11,100 | LF | \$ 60.00 | \$ 666,000.00 |
| 3 | 12-inch Bore and Encasement | 100 | LF | \$ 500.00 | \$ 50,000.00 |
| 4 | Misc. Site Restoration | 1 | LS | \$ 40,000.00 | \$ 40,000.00 |
| | | | | Subtotal | \$ 1,256,000.00 |
| Erosion & Sedimentation Control | | | | | |
| 1 | Silt Fence | 11,100 | LF | \$ 2.50 | \$ 27,750.00 |
| 2 | Tree Protection | 2,000 | LF | \$ 3.50 | \$ 7,000.00 |
| 3 | Re-vegetation | 12,500 | SY | \$ 2.50 | \$ 31,250.00 |
| | | | | Subtotal | \$ 66,000.00 |
| TOTAL CONSTRUCTION COST ESTIMATE | | | | | \$ 2,323,000.00 |

This Construction Cost Estimate is based on River City Engineering's experience and qualifications, and represents River City Engineering's best judgement. However, since River City Engineering has no control over the cost of labor, materials, equipment or services furnished by others, River City Engineering does not guarantee that the actual construction cost will not vary from the Construction Cost Estimate.



| SECTION 2-A | |
|----------------------------|-----------------------|
| AREA (TOTAL) = | 936.4 ACRES |
| RESIDENTIAL = | 936.4 ACRES |
| AT 245 GALLONS/DAY/UNITS = | 513,520.0 GALLONS/DAY |
| 2096 PARCELS | 356.6 GPM |
| INFLOW/INFILTRATION = | 702,300.0 GALLONS/DAY |
| | 487.7 GPM |
| PEAK DRY WEATHER FLOW = | 1,100.6 GPM |
| PEAK WET WEATHER FLOW = | 1,588.3 GPM |

| SECTION 2-B | |
|---------------------------|----------------------|
| AREA (TOTAL) = | 115.4 ACRES |
| COMMERCIAL/INDUSTRIAL = | 115.4 ACRES |
| AT 800 GALLONS/DAY/ACRE = | 42,320.0 GALLONS/DAY |
| | 64.1 GPM |
| INFLOW/INFILTRATION = | 86,550.0 GALLONS/DAY |
| | 60.1 GPM |
| PEAK DRY WEATHER FLOW = | 238.4 GPM |
| PEAK WET WEATHER FLOW = | 298.5 GPM |

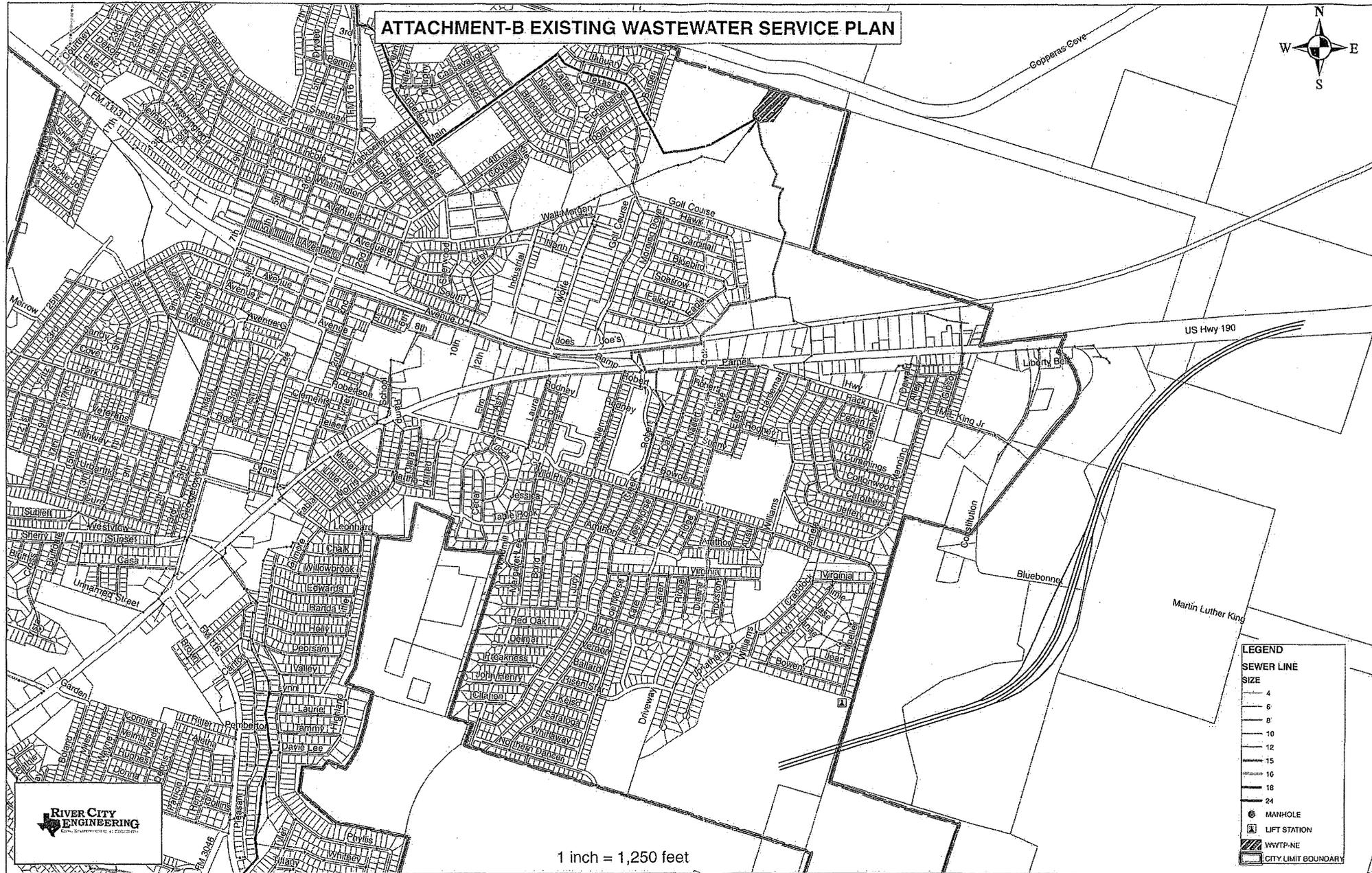
| SECTION 3-A | |
|---------------------------|-----------------------|
| AREA (TOTAL) = | 189.0 ACRES |
| COMMERCIAL/INDUSTRIAL = | 189.0 ACRES |
| AT 800 GALLONS/DAY/ACRE = | 151,160.0 GALLONS/DAY |
| | 105.0 GPM |
| INFLOW/INFILTRATION = | 141,712.5 GALLONS/DAY |
| | 98.4 GPM |
| PEAK DRY WEATHER FLOW = | 373.6 GPM |
| PEAK WET WEATHER FLOW = | 472.0 GPM |

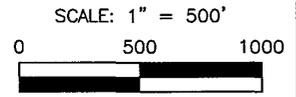
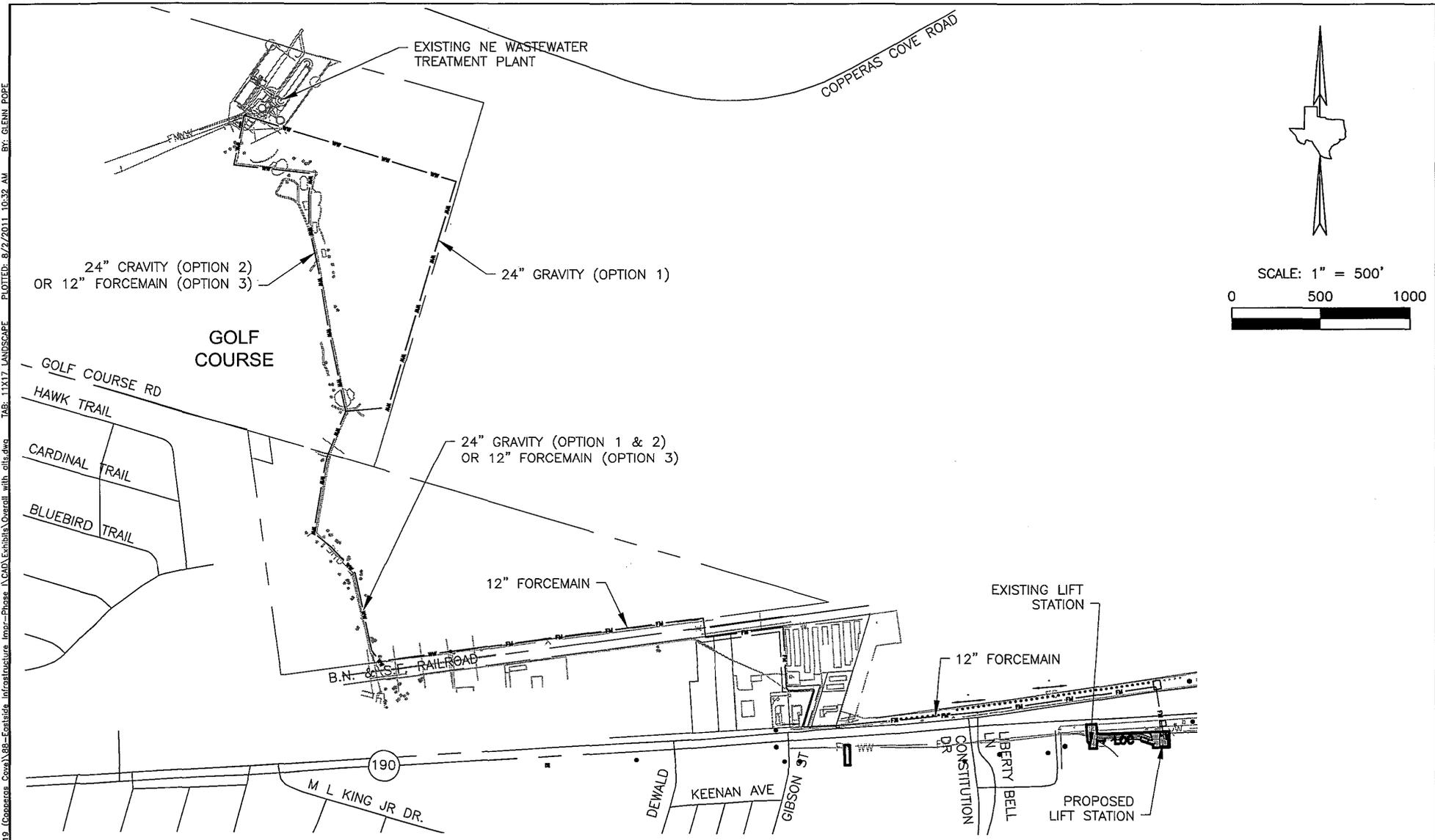
| SECTION 3-B | |
|----------------------------|-----------------------|
| AREA (TOTAL) = | 322.4 ACRES |
| COMMERCIAL/INDUSTRIAL = | 272.4 ACRES |
| AT 800 GALLONS/DAY/ACRE = | 217,896.0 GALLONS/DAY |
| | 151.3 GPM |
| MULTI-FAMILY = | 50.0 ACRES |
| AT 2450 GALLONS/DAY/ACRE = | 122,500.0 GALLONS/DAY |
| | 85.1 GPM |
| TOTAL = | 236.4 GPM |
| INFLOW/INFILTRATION = | 241,777.5 GALLONS/DAY |
| | 167.9 GPM |
| PEAK DRY WEATHER FLOW = | 769.6 GPM |
| PEAK WET WEATHER FLOW = | 937.5 GPM |

RIVER CITY ENGINEERING
 Civil, Environmental & Consulting
 1825 SOUTH F STREET, SUITE 100, FORT WORTH, TEXAS 76104
 817-335-7777

CITY OF COPPERAS COVE, TX
 EASTSIDE INFRASTRUCTURE IMPROVEMENTS

ATTACHMENT 'A'
 OVERALL DRAINAGE AREA MAP





FILE: P:\Projects\5019 (Copperas Cove)\88-Eastside Infrastructure Imp-Phase 1\CAD\Exhibits\Overall with ois.dwg
 TAB: 11X17 LANDSCAPE
 PLOTTED: 8/2/2011 10:32 AM BY: GLENN POPE


RIVER CITY ENGINEERING
Civil, Environmental & Consulting
 3801 SOUTH 1st STREET
 AUSTIN, TEXAS 78704-7047
 PHONE: (512) 442-3008
 FAX: (512) 442-6522
 101 W. COUNTY LINE ROAD, SUITE C
 NEW BRUNSWICK, TEXAS 78180
 PHONE: (830) 628-5600
 FAX: (830) 628-8601

COPPERAS COVE, TEXAS
 EASTSIDE INFRASTRUCTURE IMPROVEMENTS

ATTACHMENT 'C'
 EASTSIDE WASTEWATER LINE OPTIONS

Meeting Date: 08/16/2011

Contact: Margaret Handrow, Library Director, Library

SUBJECT

Consideration and action on a resolution authorizing and supporting the Friends of the Copperas Cove Public Library in the submission of a grant application to the Texas Veterans Commission for the purchase of a mobile computer lab. ***Margaret Handrow, Library Director.***

BACKGROUND/HISTORY

The Friends of the Copperas Cove Library is a community support group for the Copperas Cove Public Library. The "Friends" provide supplement financial assistance to the library for the purchase of large ticket items that the library might not otherwise be able to afford.

Recently the Texas Veterans Commission announced the opening of a grant opportunity with an application deadline of August 26, 2011. The grant is a 100% reimbursement grant. Grant awards range from \$10,000 to \$1,000,000. The grant information indicates that funds may be used to support programs of benefit to Texas veterans. One of the programs listed was career training.

The Friends of the Copperas Cove Public Library are considering submitting a grant application on behalf of the library. The grant will be used to purchase a Buhl CartWorx Netbook Cart Bundle w/ 26 Netbooks mobile computer lab for \$13,684.60 plus shipping. The library has many veterans, and soon to be veterans that are doing job searches, or are in need of career skilled training. The library the career training on a limited basis to a maximum class size of five students. The mobile lab will allow the library to provide more classes to a greater number of citizens needing the training.

FINDINGS/CURRENT ACTIVITY

The Friends of the Copperas Cove Library will submit an application, on behalf of the library, to the Texas Veterans Commission for the purchase of a mobile computer lab.

ACTION OPTIONS/RECOMMENDATION

City Staff recommends the City Council approve Resolution No. 2011-33, authorizing and supporting the Friends of the Copperas Cove Public Library in the submission of a grant application to the Texas Veterans Commission for the purchase of a mobile computer lab.

Attachments

Resolution No. 2011-33

RESOLUTION NO. 2011-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS SUPPORTING THE FRIENDS OF THE COPPERAS COVE PUBLIC LIBRARY'S GRANT APPLICATION TO THE TEXAS VETERANS COMMISSION FOR THE PURCHASE OF A MOBILE COMPUTER LAB.

WHEREAS, The Texas Veterans Commission announced the opening of a grant opportunity that will provide funding for support programs benefiting Texas Veterans; and

WHEREAS, The Texas Veterans Commission declared August 26, 2011 as the application submittal deadline; and

WHEREAS, The Texas Veterans Commission provides information and resources to aid in the support of Texas veterans; and

WHEREAS, The Copperas Cove Public Library provides information service and the use of its resources to Texas veterans; and

WHEREAS, The Copperas Cove Public Library provides classes to the public to build their job skills; and

WHEREAS, The Friends of the Library mission is to assist the Library whenever possible to meet the needs of the citizens of Copperas Cove; and

WHEREAS, The Friends of the Library, on behalf of the Copperas Cove Library, is submitting an application for a grant to the Texas Veterans Commission for the purchase of a mobile computer lab; and

WHEREAS, The City Council of the City of Copperas Cove declares its support for the grant submittal to the Texas Veterans Commission by the Copperas Cove Friends of the Library on behalf of the Copperas Cove Library.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COPPERAS COE, TEXAS: That the City Council of Copperas Cove, Texas supports the Friends of the Copperas Cove Public Library's grant application to the Texas Veterans Commission for the purchase of a mobile computer lab for the purposes of allowing the Library to provide career training to Texas veterans residing in, and around, the City of Copperas Cove, Texas.

PASSED, APPROVED AND ADOPTED this 16th day of August 2011, at a regular meeting held by the City Council of the City of Copperas Cove, Texas, pursuant to the Tex. Gov't. Code §551.001, et. seq., at which meeting a quorum was present and voting.

John Hull, Mayor

ATTEST:

Jane Lees, City Secretary

APPROVED AS TO FORM:

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

City Council Regular

I. 11.

Meeting Date: 08/16/2011

Contact: Andrea Gardner, City Manager

SUBJECT

Discussion on Section 8-9, Allowing high weeds, grass, rubbish, junk or other objectionable, unsightly or unsanitary matter on premises, of the City of Copperas Cove Code of Ordinances. **Danny Palmer, City Council Place 4**

BACKGROUND/HISTORY

During the Regular Meeting of the City Council Meeting held on July 5, 2011, Council Member Palmer requested an item to discuss the definitions included in Section 8-9 of the City of Copperas Cove Code of Ordinances be included on a future agenda.

FINDINGS/CURRENT ACTIVITY

Further information will be provided by Council Member Place 4 during the Regular Meeting.

ACTION OPTIONS/RECOMMENDATION

City staff recommends the City Council discuss Section 8-9, Allowing high weeds, grass, rubbish, junk or other objectionable, unsightly or unsanitary matter on premises, of the City of Copperas Cove Code of Ordinances.

Attachments

[Municode Section 8-9](#)

Sec. 8-9. - Allowing high weeds, grass, rubbish, junk or other objectionable, unsightly or unsanitary matter on premises.

- (a) *Definitions.* For the purpose of this section, the terms used herein shall have the following meanings:

Brush shall mean scrub vegetation or dense undergrowth.

Code enforcement officer shall mean the director or the director's duly authorized representative of the department designated by the city manager to enforce and administer this section.

Junk shall mean all worn out, worthless, or discarded material, including, but not limited to, odds and ends, furniture, tires, old iron, or other metal, glass, and cordage.

Objectionable, unsightly or unsanitary matter shall mean any matter, condition, or object which is or should be objectionable, unsightly, or unsanitary to a person of ordinary sensitivities.

Owner shall mean a person having title to real property.

Person shall mean any individual, tenant, lessee, renter, agent, property manager, person responsible for any lot, tract, parcel of land or portion thereof, within the city to keep the property owned, rented, leased, managed or under his control, firm, partnership, association, business, corporation, or other entity.

Premises or real property means a lot, tract, plat, parcel of land, or portion thereof, within the corporate limits of the city, occupied or unoccupied, improved or unimproved including the front and side parkway between the property line or sidewalk and the curb or traveled way, and the rear or side parkway between the property line and the centerline of an adjacent alley or street right-of-way, the parkway between the sidewalk and the curb, the right-of-way between any fence, wall or barrier and the curb or pavement if such exists or the centerline of said right-of-way or the area between a fence, wall or barrier and within any abutting drainage channel easement to the top of such channel closest to the property.

Rubbish shall mean trash, debris, rubble, stone, useless fragments of building materials, or other miscellaneous useless waste or rejected matter.

Weeds shall mean vegetation that because of its height is objectionable, unsightly or unsanitary, but excluding: (1) shrubs, bushes and trees, (2) cultivated flowers, and (3) cultivated crops.

Any word not defined herein shall be construed in the context used and by ordinary interpretation; not as a word of art.

- (b) *Duty of owner or person in control of real property.* It shall be the duty of each person owning, claiming, occupying, or having supervision or control of any real property, occupied or unoccupied, within the city limits of the City of Copperas Cove to keep his property free from stagnant water, weeds, tall grass, rubbish, brush, trash, junk and any other objectionable, unsightly or unsanitary matter of whatever nature, and to keep the sidewalks in front of his property free and clear from weeds, brush and tall grass from the line of such property to the established curb line next adjacent thereto and to fill up, drain or regrade any lots, grounds or yards and any other property owned, rented, leased, managed or under his control at all time free from filthy or impure or unwholesome matter of any kind.
- (c) *Weeds, grass, and other vegetation more than twelve inches in height prohibited and declared a nuisance.*
- (1) A person, owner, tenant, lessee, renter, agent or person responsible for any premises within the city, occupied or unoccupied, commits an offense if said person, owner, tenant, lessee, renter, agent or person responsible for the property permits or allows grass, brush or weeds to grow on the property to a greater height than twelve (12) inches.
 - (2) Real property two (2) acres or less in size shall include, but not be limited to, the front and side parkway between the property line or sidewalk and the curb or traveled way, and the rear or side parkway between the property line and the centerline of an adjacent alley or street right-of-way, the parkway between the sidewalk and the curb, the right-of-way between any fence, wall or barrier and the curb or pavement if such exists or the centerline of said right-of-way or the area between a fence, wall or barrier and within any abutting drainage channel easement to the top of such channel closest to the property. Such condition or conditions are hereby defined as public nuisances.
 - (3) On tracts of land of more than two (2) acres, it shall be unlawful to permit or allow grass, weeds and brush in excess of twelve (12) inches in height to grow uncultivated within one hundred (100) feet adjacent to and along any dedicated public street within the corporate limits of the city or within one hundred (100) feet on either side of any lot that is occupied by a residence or business. Such condition or conditions are hereby defined as public nuisances.

- (d)

Enforcement. The provisions of this section shall be enforced by a code enforcement officer and it shall be unlawful for any person to interfere with the director, his designee, or a code enforcement officer in the exercise of their duties under this section.

- (e) *Notice of violation.* In the event any owner or person violates the provisions of this section, the code enforcement officer shall give written notice to such person or owner describing the location and type of violation and directing the abatement of the violation within a ten (10) day period. The notice shall be given in any one of the following ways:
- (1) Personal delivery; or
 - (2) By letter addressed to such owner or person at his address as shown on the city's tax roll or other official record of the city or county and which shall be deemed to have been received five (5) days from the date of mailing by regular mail; or
 - (3) If personal service cannot be obtained or the address is unknown:
 - a. By publication two (2) times within ten (10) consecutive days in a newspaper of general circulation; or
 - b. By posting the notice on or near the front door of each building on the property to which the violation relates; or
 - c. By posting the notice on a placard attached to a stake driven into the ground on the property to which the violation relates if the property contains no buildings.

In the event any person or owner owning, occupying, claiming or having supervision or control of any occupied or unoccupied real property fails to comply with the provisions of this section, and in the event such person has been previously issued the ten-day notice described herein within the calendar year, then the enforcement officer may issue a citation without additional notice.

- (f) *Right of city to cure violation, assess costs and special expense fees and file liens.* In the event any person or owner fails to comply with the demand for compliance in the notice within ten (10) days of such notice or issuance of citation, the city may do such work or cause such work to be done to bring the real property into compliance with this section. The costs, charges and expenses incurred by the city in doing or having such work done to the real property shall be a charge to and personal liability of such person or owner.

The costs, charges and expenses to be collected by the city under this section shall include in addition to the actual costs and expenses of mowing or correcting a condition upon real property, the sum of one hundred fifty dollars (\$150.00) per lot or tract of land, which sum is hereby found to be the cost to the city of administering the terms of this section.

A statement of expenses, which includes the administrative fees, shall be mailed to the person or owner shown on the tax roll at the time of service. If the person is a lessee, tenant, renter, agent, property manager, or a person responsible of the real property, a statement of expenses shall also be mailed to the owner of the real property shown on the tax roll at the time of service. This statement of expenses shall, in addition to giving the amount of such expense, provide the date upon which work was done and a description of the real property upon which such work was done. Payment is due and considered delinquent if not received by the city within thirty (30) days.

In the event the owner fails or refuses to pay such expenses within thirty (30) days, the city is authorized to add a lien assessment fee of fifty dollars (\$50.00) to the statement of expenses. To obtain a lien against the real property, the city manager or the city manager's designee must file a statement of expenses with the Coryell or Lampasas County clerk's office, depending in which county the real property is located. The lien attaches upon the filing of the lien statement with the county clerk. The city shall have a privileged lien against such real property upon which such work was done or improvements made to secure the expenditures so made, and such lien shall be inferior only to tax liens and liens for street improvements. The lien shall bear interest at the rate of ten (10) percent per annum from the date the city incurs the expense.

The city may bring a suit to collect the charges, institute foreclosure or both to recover the expenditures and interest due. The statement of the expenses or a certified copy of the statement is prima facie evidence of the city's claim for charges or right to foreclose the lien. The owner or any other person responsible as provided herein, shall be jointly and severally liable for the charges.

- (g) *Authorizing suits for injunctive relief.* Notwithstanding any other provisions of this section, the city attorney is authorized to file suit on behalf of the City of Copperas Cove for injunctive relief as well as any other civil action that may be necessary to enforce the provisions of this section. Further, any civil action taken against a person or owner does not waive any of the City's other civil actions or criminal enforcement actions it may have against any person or owner. In addition, the owner or any other person responsible as provided herein, shall be jointly and severally liable for the charges.
- (h) *Criminal penalty for violation.* Any violation of this section shall also be considered a criminal violation, Class C misdemeanor. If any person or owner violates any of the provisions of this section, the code enforcement officer may issue a citation to said person or owner, prosecuted in municipal court, and upon conviction thereof, shall be fined in the sum not to exceed the amount allowed by law for each offense. Each day such violation continues shall constitute a separate and distinct offense. Further, prosecution in municipal court does not waive any of the City's civil enforcement actions it may have to enforce this section against any person or owner.

(Carls 1970, § 15-6; Ord. No. 1993-08, 4-6-93; Ord. No. 1998-39, § 1, 10-6-98)

City Council Regular
Meeting Date: 08/16/2011

J.

SUBJECT

REPORTS FROM OUTSIDE ENTITIES, ADVISORY COMMITTEES AND BOARDS

BACKGROUND/HISTORY

FINDINGS/CURRENT ACTIVITY

ACTION OPTIONS/RECOMMENDATION

SUBJECT

EDC update on active pending projects, the Business & Technology Park, street lights on Constitution, SE Bypass, Constitution Court and Heritage Plaza (Starbucks). **Polo Enriquez, CCEDC Executive Director.**

BACKGROUND/HISTORY

FINDINGS/CURRENT ACTIVITY

ACTION OPTIONS/RECOMMENDATION

Attachments

Presentation



Copperas Cove

Economic Development Corporation

Projects Presentation

Executive Director Polo Enriquez
Copperas Cove City Council Meeting
August 16, 2011

EcoDevTracker

Copperas Cove EDC Project Review

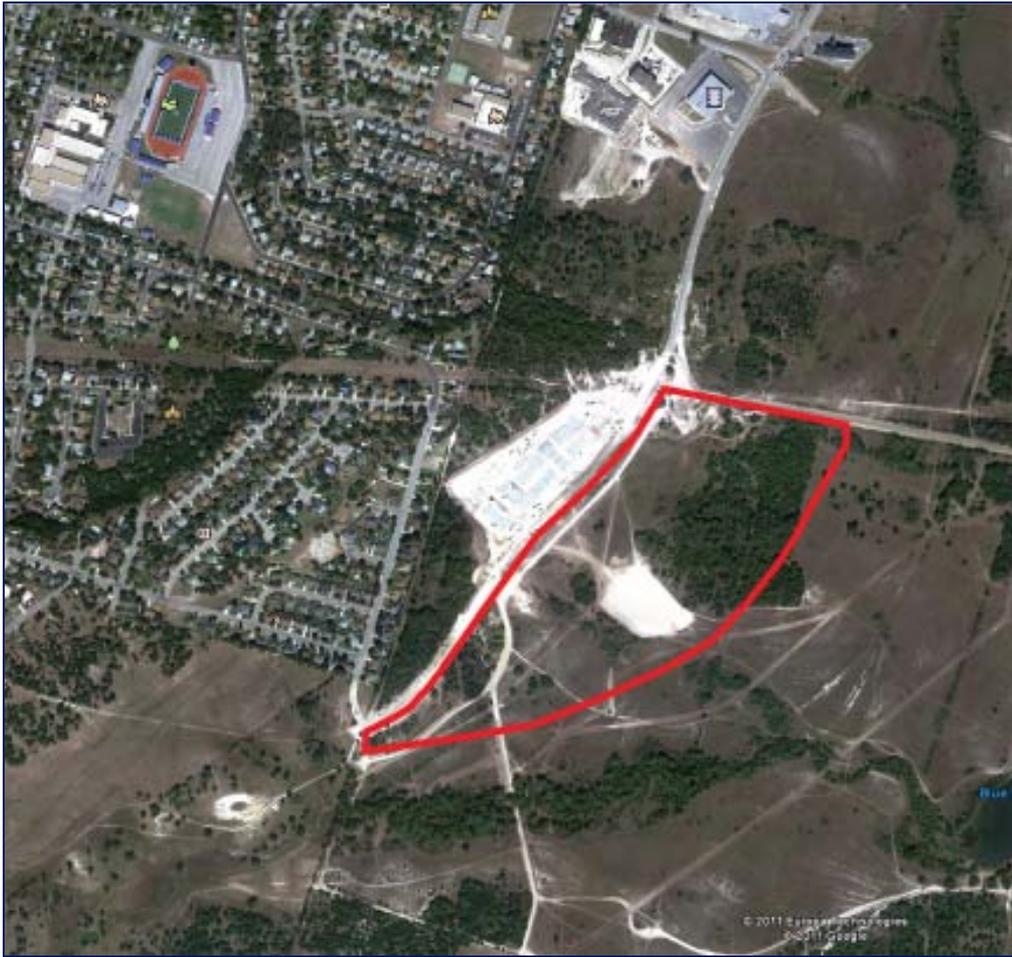
Projects since October 2010

- **Number of projects received:** **71**
- **Number of ineligible projects:** **56**
 - **Did not respond (DNR):** **9**
 - Reasons for not responding include:
 - Not compatible with our community's needs 5
 - Projects require significant financial support 4
 - **Did not qualify (DNQ):** **47**
 - Reasons for disqualification include:
 - No existing building 33
 - Transportation (no rail, no seaport, airport services) 7
 - Lack of infrastructure 4
 - Insufficient incentives 3
- **Number of projects eliminated by prospect:** **1**
 - Project Up Stream (CGI)
- **Number of successful projects:** **1**
 - Project Green Lady/Starbucks
(\$400,000 investment, taxable sales in excess of \$1M per year, 15-20 jobs and redevelopment)
- **Number of working projects:** **11**
- **Number of delayed (by prospect) projects** **2**

Active Project Report

| Date | Source | Project | Type | Status |
|---------|----------------|----------|--------------------------|--------|
| 2/28/11 | WEDA | Collins | Manufacturing | Active |
| 4/14/11 | Local outreach | Phones | Commercial | Active |
| 6/3/11 | State | Cavalier | Commercial (data center) | Active |
| 6/14/11 | Local outreach | Tooth | Dental office | Active |
| 6/23/11 | Local outreach | PennFed | Call Center | Active |
| 6/30/11 | State | Skyguard | Aviation/Manufacturing | Active |
| 7/6/11 | WEDA | Ultra | Manufacturing | Active |
| 7/13/11 | Local outreach | Oasis | Commercial | Active |
| 7/24/11 | Local outreach | Lupe | Defense Contractor | Active |
| 7/27/11 | Local outreach | Clinic | Urgent Care Clinic | Active |
| 8/2/11 | Local outreach | Hawaii | Restaurant | Active |

Business & Technology Park



Streetlights on Constitution



SE Bypass Starting Construction



Constitution Court – Now Leasing



Heritage Plaza (Starbucks)



City Council Regular

L. 1.

Meeting Date: 08/16/2011

SUBJECT

Pursuant to Section 551.071 Consultations with Attorney and Section 551.074 Personnel Matters of the Open Meetings Act. Tex. Gov't Code, Council will meet in Executive Session to deliberate the salary of a public officer or employee – City Manager.

City Council Regular

L. 2.

Meeting Date: 08/16/2011

SUBJECT

Pursuant to §551.087, Deliberation Regarding Economic Development Negotiations, of the Open Meetings Act, Tex. Gov't Code, Council will meet in Executive Session to deliberate the offer of a financial or other incentive to a business prospect - First Advisors, Inc.
