



**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 **September 6, 2011 at 5:00 p.m.** in the City Hall Council Chambers at 507 South Main Street, Copperas Cove, Texas 76522, at which time the following subjects will be discussed:

A. CALL TO ORDER

B. ROLL CALL

C. WORKSHOP ITEMS

1. Presentation and discussion on permanent improvements - Drainage Criteria Manual Article V, Sec. 17.5-93(b). **Chris Stewart, Stewart Planning Consulting, LLC**
2. Direction to staff regarding Item C-1. **Andrea M. Gardner, City Manager**
3. Presentation and discussion on Senate Bill 100. **Jane Lees, City Secretary**
4. Direction to staff regarding Item C-3. **Jane Lees, City Secretary**

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 _____, September 2, 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: 09/06/2011

Subject

Presentation and discussion on permanent improvements - Drainage Criteria Manual Article V, Sec. 17.5-93(b). **Chris Stewart, Stewart Planning Consulting, LLC**

City Council Workshop

C. 2.

Meeting Date: 09/06/2011

Subject

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

City Council Workshop

C. 3.

Meeting Date: 09/06/2011

Subject

Presentation and discussion on Senate Bill 100. **Jane Lees, City Secretary**

City Council Workshop

C. 4.

Meeting Date: 09/06/2011

Subject

Direction to staff regarding Item C-3. **Jane Lees, City Secretary**



**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 **Regular Council Meeting** of the City of Copperas Cove, Texas, will be held on **September 6, 2011** at **7:00 p.m.** in the City Hall Council Chambers at 507 South Main Street, Copperas Cove, Texas 76522, at which time the following subjects will be discussed:

- A. **CALL TO ORDER**
- B. **INVOCATION AND PLEDGE OF ALLEGIANCE**
- C. **ROLL CALL**
- D. **ANNOUNCEMENTS**
- E. **PUBLIC RECOGNITION**
 - 1. City Retirement Recognition – James H. Dixon, Facility Maintenance - December 28, 1992 to August 31, 2011. **Andrea M. Gardner, City Manager**
 - 2. City Retirement Recognition – David E. Barr, Golf Course Heavy Equipment Operator - August 2, 1999 to August 31, 2011. **Andrea M. Gardner, City Manager**
 - 3. Employee Service Award – September 2011. **Andrea M. Gardner, City Manager**
 - Anita Schultz, Circulation Supervisor/Library Assistant III, 10 years of service to the Public Library
 - 4. Athletic Achievement Recognition: Astros/Diamondbacks. **John Hull, Mayor**
 - 5. Proclamation: National Preparedness Month. **John Hull, Mayor**
 - 6. Proclamation: National Kids Day. **John Hull, Mayor**

- F. **CITIZENS FORUM** – At this time, citizens will be allowed to speak for a length of time not to exceed five minutes per person. Thirty minutes total has been allotted for this section. Pursuant to §551.042 of the Texas Open Meetings Act, any deliberation or decision about the subject of inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.
- G. **CONSENT AGENDA** – All matters listed under this item are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and considered separately.
1. Consideration and action on approving minutes from the workshop council meeting of August 16, 2011. **Jane Lees, City Secretary**
 2. Consideration and action on approving minutes from the regular council meeting of August 16, 2011. **Jane Lees, City Secretary**
 3. Consideration and action authorizing the Fire Department to submit a grant application through the Assistance to Firefighters Grant program for P25 radio equipment. **J. Mike Baker, Fire Chief/Emergency Management Coordinator**
 4. Consideration and action on authorizing the City Manager to enter into an agreement with Jani King Commercial Cleaning Service of Austin for cleaning services of municipal buildings. **Ken Wilson, Division Head of Parks & Leisure Services**
 5. Consideration and action on a resolution establishing the current population for the City of Copperas Cove. **Wesley Wright, P.E. Division Head of Public Works/City Engineer**
- H. **PUBLIC HEARINGS/ACTION**
1. Public hearing, discussion and possible action on an ordinance amending the Future Land Use Plan. **Chris Stewart, AICP, Stewart Planning Consulting, LLC**
 2. Public hearing, discussion and possible action on an ordinance, requesting to rezone 81.73 acres being part of a 402 acre tract dedicated to the Lehmann Heritage Corporation from AG-1 (Agriculture) to R-1 (Single-Family Residential). **Chris Stewart, AICP, Stewart Planning Consulting, LLC**
 3. Public hearing and action on an ordinance amending the 2010-2011 fiscal year budget. **Ryan D. Haverlah, Assistant Director of Financial Services/Budget Director**
 4. Public hearing and action on an ordinance amending the 2010-2011 fiscal year budget. **Ryan D. Haverlah, Assistant Director of Financial Services/Budget Director**
- I. **ACTION ITEMS**
1. Consideration and action on an ordinance approving and adopting a budget for operating the municipal government of the City of Copperas Cove for fiscal year 2011-2012. **Ryan D. Haverlah, Assistant Director of Financial Services/Budget Director**
 2. Consideration and action on an ordinance adopting the tax rate for fiscal year 2011-2012. **Ryan D. Haverlah, Assistance Director of Financial Services/Budget Director**

3. Consideration and action to ratify the vote approving and adopting a budget for fiscal year 2011-12 and the vote to adopt the tax rate for fiscal year 2011-12. **Ryan D. Haverlah, Assistant Director of Financial Services/Budget Director**
 4. Consideration and action on an ordinance amending the City's Fee Schedule. **Ryan D. Haverlah, Assistant Director of Financial Services/Budget Director**
 5. Consideration and action on an ordinance updating Personnel Policy No. 136, Payroll Deductions. **Kelli Sames, Human Resources Division Head**
 6. Consideration and action on an ordinance updating Personnel Policy No. 314, Bereavement/Personal Time Off. **Kelli Sames, Human Resources Division Head**
 7. Consideration and action on an ordinance updating the FY 2010/11 Personnel Position Listing Schedule. **Kelli Sames, Human Resources Division Head**
 8. Consideration and action on authorizing the City Manager to enter into Development and Annexation Agreement between the City of Copperas Cove and Mesa Verde Partners. **Wesley Wright, P.E. Division Head of Public Works/City Engineer**
 9. Consideration and action on authorizing the City Manager to enter into a Sewer Construction Agreement between the City of Copperas Cove and Mesa Verde Partners. **Wesley Wright, P.E., Division Head of Public Works/City Engineer**
 10. Consideration and action on authorizing the City Manager to execute a sales contract between the City of Copperas Cove and Mr. Troy Bradshaw for the purchase of land identified in the W.H. Davis Survey, A-276, and known as Hog Mountain (700 Block of Marilyn Drive). **Andrea M. Gardner, City Manager**
 11. Certification of petition for the adoption of the fire fighters' and police officers' civil service law for the Copperas Cove Fire Department. **Jane Lees, City Secretary**
 12. Consideration and action on a resolution to order a special election on November 8, 2011; establishing polling locations; naming an Election Judge and Alternate Election Judge for Precinct 1 in Lampasas County; authorizing the City Secretary to contract with Coryell county to conduct a joint election; and establishing procedures for said Election. **Jane Lees, City Secretary**
 13. Consideration and action on an appointment to the Copperas Cove Economic Development Corporation (CCEDC) Board of Directors, Position 5. **Polo Enriquez, CCEDC Executive Director**
 14. Consideration and action on approval of the Copperas Cove Economic Development Corporation FY2011-2012 Revised Budget. **Polo Enriquez, CCEDC Executive Director**
- J. **REPORTS FROM OUTSIDE ENTITIES, ADVISORY COMMITTEES AND BOARDS**
- K. **ITEMS FOR FUTURE AGENDAS**
- L. **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 of real property and consult with attorney regarding the purchase of real property - Dewald easement.
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

E. 1.

Meeting Date: 09/06/2011

Subject

City Retirement Recognition – James H. Dixon, Facility Maintenance - December 28, 1992 to August 31, 2011. **Andrea M. Gardner, City Manager**

City Council Regular

E. 2.

Meeting Date: 09/06/2011

Subject

City Retirement Recognition – David E. Barr, Golf Course Heavy Equipment Operator - August 2, 1999 to August 31, 2011. **Andrea M. Gardner, City Manager**

City Council Regular

E. 3.

Meeting Date: 09/06/2011

Subject

Employee Service Award – September 2011. **Andrea M. Gardner, City Manager**

- Anita Schultz, Circulation Supervisor/Library Assistant III, 10 years of service to the Public Library
-

Attachments

Sept Service Award



The City of Copperas Cove
Presents the Employee
Service Award Recipient for
September 2011

ANITA SCHULTZ,
PUBLIC LIBRARY
CIRCULATION SUPERVISOR/LIBRARY ASSISTANT III



10 YEARS OF SERVICE
DOH 9/10/2001

ANITA SCHULTZ,
PUBLIC LIBRARY
CIRCULATION SUPERVISOR/LIBRARY ASSISTANT III



10 YEARS OF SERVICE
DOH 9/10/2001



THE CITY OF COPPERAS COVE
CONGRATULATES YOU ON THIS
CELEBRATORY MILESTONE AND
WISHES YOU MANY MORE YEARS
OF CAREER SUCCESS.

City Council Regular

E. 4.

Meeting Date: 09/06/2011

Subject

Athletic Achievement Recognition: Astros/Diamondbacks. **John Hull, Mayor**

City Council Regular

E. 5.

Meeting Date: 09/06/2011

Subject

Proclamation: National Preparedness Month. **John Hull, Mayor**

Attachments

Proclamation



PROCLAMATION

WHEREAS, “National Preparedness Month” creates an important opportunity to remember past disasters and for every resident of the City of Copperas Cove to prepare their homes, businesses, and communities for any type of emergency including natural disasters and potential terrorist attacks; and

WHEREAS, Investing in the preparedness of ourselves, our families, businesses, and communities can reduce fatalities and economic devastation in our communities and in our nation; and

WHEREAS, In the event of any natural disaster, large-scale emergency or terrorist attack, the loss of life and property can be greatly reduced if appropriate prevention and preparedness measures are acted on before and after a life threatening event or a large scale disaster; and

WHEREAS, Education, general awareness, and concern are at the core of any preparedness and prevention program; and

WHEREAS, Emergency preparedness is the responsibility of every citizen of the City of Copperas Cove and all citizens are urged to make preparedness a priority and work together, as a team, to ensure that individuals, families, and communities are prepared for disasters and emergencies of any type; and

WHEREAS, All citizens of the City of Copperas Cove are encouraged to participate in citizen preparedness and review the information available in the Emergency Management section of the Copperas Cove Fire Department’s webpage on the City’s website at www.ci.copperas-cove.tx.us.

NOW THEREFORE, I, John Hull, Mayor of the City of Copperas Cove, Texas do hereby proclaim the month of September 2011 shall be observed as:

“National Preparedness Month”

and urge all residents of the City of Copperas Cove to take advantage of this month as A Time to Remember and A Time to Prepare.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Copperas Cove to be affixed this 6th day of September 2011.

John Hull, Mayor

ATTEST:

Jane Lees, City Secretary

City Council Regular

E. 6.

Meeting Date: 09/06/2011

Subject

Proclamation: National Kids Day. **John Hull, Mayor**

Attachments

Proclamation



PROCLAMATION

- WHEREAS,** The children of Copperas Cove are the foundation on which our future success is built; and
- WHEREAS,** Children seek parents, mentors and friends to aid them in reaching important goals; and
- WHEREAS,** Families and communities play vital roles in helping children develop a positive self image, sense of belonging and a sense of competence; and
- WHEREAS,** Day for Kids is a special day set aside each year to encourage and remind adults that the meaningful time they share with children is important to their development; and
- WHEREAS,** The Day for Kids Alliance, comprised of Boys & Girls Clubs of America and other leading youth serving organizations, together reach millions of youth via their services and community involvement; and
- WHEREAS,** Day for Kids emphasizes the importance of meaningful time spent with kids on this Day and every day, all year long.

NOW, THEREFORE I, John Hull, Mayor of the City of City of Copperas Cove, Texas, do hereby proclaim September 17, 2011 as

“NATIONAL KIDS DAY IN COPPERAS COVE, TEXAS”

and call upon all citizens to join together in recognizing and commending the National Day for Kids Alliance organizations in our area for providing their everyday contributions and commitment to improving the lives of children and young adults in our communities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Copperas Cove to be affixed this 17th day of September 2011.

John Hull, Mayor

ATTEST:

Jane Lees, City Secretary

City Council Regular

G. 1.

Meeting Date: 09/06/2011

Subject

Consideration and action on approving minutes from the workshop council meeting of August 16, 2011.

Jane Lees, City Secretary

Attachments

[8/16/11 workshop minutes](#)

**CITY OF COPPERAS COVE
CITY COUNCIL WORKSHOP MEETING MINUTES
August 16, 2011 – 6:00 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
Charlie D. Youngs
Gary L. Kent
Danny Palmer
Kenn Smith
Jim Schmitz
Frank Seffrood

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

C WORKSHOP ITEMS

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

The attached presentation discussed City Council Professional Development reductions, Water/Sewer rates, compressed work week, changes to the proposed budget, changes to tax notes, and consideration of employee pay increase.

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

The Council concurred that a \$500 reduction in Council Professional Development would work. Regarding the water/sewer rate impact, Ms. Gardner suggested that the Council adopt the budget as discussed at the retreat, then make an amendment to the budget and the fee schedule at a later date. Council agreed to not consider a compressed work week at this time. Council agreed to add \$75,000 for a traffic study and increase Hog Mountain from \$30,000 to \$32,500 in the proposed Tax Note issuance. A majority of the Council agreed to consider a COLA increase for all eligible employees of 1% for a total of \$120,206.

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



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

City Council Workshop Minutes
August 16, 2011
Attachment 1

| | | |
|---------------------------------------|---------------|--------------------|
| 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

City Council Workshop Minutes
August 16, 2011
Attachment 1

| | | |
|----------------------------------|---|---------------------|
| 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

City Council Workshop Minutes
August 16, 2011
Attachment 1

| 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

City Council Workshop Minutes
August 16, 2011
Attachment 1

| | 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

City Council Workshop Minutes
August 16, 2011
Attachment 1

| | | |
|----------------------------------|--|--------------------|
| 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

City Council Workshop Minutes
August 16, 2011
Attachment 1

| | | |
|--------------------------------------|----------------------------------|---------------------|
| 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 of Copperas Cove, Texas
 Options for a Compressed Work Week
 FY 2011-2012 Budget

| Funcnt Department | Normal operating days & hours | Compressed work week days & hours | Busiest day? | Slowest day? | Customer service impact | Increase in OT & comp? | Reduction in utilities & fuel? | Other issues |
|-------------------------|-------------------------------|-----------------------------------|-----------------|--------------|-------------------------|------------------------|------------------------------------|---|
| Public Safety | | | | | | | | |
| Municipal Court | M-F; 8 a.m. - 5 p.m. | M-Th; 7 a.m. - 6 p.m. | Tuesday | Friday | Neutral | No | Yes; electric | The change would definitely require advertising well in advance of implementation. |
| Police - Administration | M-F; 8 a.m. - 5 p.m. | M-Th; 7 a.m. - 6 p.m. | N/A | N/A | Neutral | No | No | |
| Police - Services | 8 hour shifts | 10 hour shifts | N/A | N/A | Neutral | No | No | |
| Fire | 24 hour shifts | N/A | N/A | N/A | N/A | N/A | N/A | Office staff could go to a compressed work week. |
| Administration | | | | | | | | |
| City Manager | M-F; 8 a.m. - 5 p.m. | M-Th; 7 a.m. - 6 p.m. | Monday-Thursday | Friday | Neutral | No | Yes; electric depends on City Hall | Time commitment by City Manager will increase over the time already committed. |
| City Secretary | M-F; 8 a.m. - 5 p.m. | M-Th; 7 a.m. - 6 p.m. | Monday-Thursday | Friday | Neutral | No | Yes; electric depends on City Hall | Agenda schedule will need to be revised. |
| Finance | M-F; 8 a.m. - 5 p.m. | M-Th; 7 a.m. - 6 p.m. | Monday-Friday | N/A | Neutral | No | Yes; electric depends on City Hall | Payroll & A/P runs will need to be revised and cash deposits from other departments should be considered. |
| Budget | M-F; 8 a.m. - 5 p.m. | M-Th; 7 a.m. - 6 p.m. | Monday-Friday | N/A | Neutral | No | Yes; electric depends on City Hall | |

City of Copperas Cove, Texas
 Options for a Compressed Work Week
 FY 2011-2012 Budget

| Funct | Department | Normal operating days & hours | Compressed work week days & hours | Busiest day? | Slowest day? | Customer service impact | Increase in OT & comp? | Reduction in utilities & fuel? | Other issues |
|----------------------------|---------------------|--|--|---------------------------|---------------------|--------------------------------|---------------------------------------|---|---|
| | Human Resources | M-F; 8 a.m. - 5 p.m. | M-Th; 7 a.m. - 6 p.m. | Monday-Friday | N/A | Neutral | No | Yes; electric depends on City Hall | |
| | Information Systems | M-F; 8 a.m. - 5 p.m. | M-Th; 7 a.m. - 6 p.m. | Monday-Thursday | Friday | Decrease - internal customers | Yes | Yes; electric depends on City Hall | IS staff works 7 days a week due to internet posting and updating requirements and responding to Police and Fire needs. |
| Parks & Leisure | | | | | | | | | |
| | Administration | M-F; 8 a.m. - 5 p.m. | M-Th; 8 a.m. - 7 p.m. | Monday-Thursday | Friday | Increase | No | Nominal | |
| | Maintenance | M-F; 8 a.m. - 5 p.m. | Tu-F; 7 a.m. - 6 p.m. | Tuesday-Friday | Monday | Decrease | No; employees encouraged to flex time | Yes; electric for office space and fuel savings between office and jobs | Will build employee morale. |
| | Athletics | M-F; 8 a.m. - 5 p.m.; varies by season | M-Th; 8 a.m. - 7 p.m.; varies by season | Monday-Thursday; Saturday | Friday | Increase | No; employees encouraged to flex time | No | |
| | Aquatics | 7 day; 8 a.m. - 7 p.m.; varies by season | 6-1/2 days; 8 a.m. - 7 p.m. | Thursday & Saturday | Monday | Decrease | No | Possibly electric with pool pumps | Monday would be used for cleaning & maintenance. |
| | Golf Course | M-F; 8 a.m. - 5 p.m. | Not recommended | N/A | N/A | N/A | N/A | N/A | Lose in revenue and lose of regular customers will worsen the Golf Courses financial position. |
| | Library | 5 days a week; varying times | Already reducing hours; not recommended to reduce more | N/A | N/A | N/A | N/A | N/A | |

City of Copperas Cove, Texas
 Options for a Compressed Work Week
 FY 2011-2012 Budget

| Funct Department | Normal operating days & hours | Compressed work week days & hours | Busiest day? | Slowest day? | Customer service impact | Increase in OT & comp? | Reduction in utilities & fuel? | Other issues |
|---------------------------|--|--|---------------------|---------------------|--|-------------------------------------|---|---|
| Community Services | | | | | | | | |
| Building | M-F; 8 a.m. - 5 p.m. | M-Th; 7 a.m. - 6 p.m. | Tuesday-Friday | Monday | Decrease during initial period | No | Yes; electric | Impact to citizens, contractors, & developers. Marketing is essential to overcome negative effects. |
| Code Compliance | M-F; 8 a.m. - 5 p.m. | M-Th; 7 a.m. - 6 p.m. | Tuesday-Friday | Monday | Decrease during initial period | No | Yes; electric depends on City Hall | Impact to citizens. Marketing is essential to overcome negative effects. |
| Support Services | | | | | | | | |
| Fleet Services | M-F; 8 a.m. - 5 p.m. | M-Th; 7 a.m. - 6 p.m. | Monday | Friday | Decrease - especially to Fire & Police | No | Yes; electric | May impact other department services. |
| Public Works | | | | | | | | |
| Administration | M-F; 8 a.m. - 5 p.m. | M-Th; 8 a.m. - 7 p.m. | Monday | Friday | Neutral | No | Yes; electric for offices | |
| Water Distribution | M-F; 8 a.m. - 5 p.m. or 7 a.m. - 4 p.m. | M-Th; 7 a.m. - 6 p.m. | Monday | Friday | Decrease | Yes; day-to-day tasks & emergencies | No | Five days a week allow for more opportunity to flex employee time. |
| Sewer | M-F; 8 a.m. - 5 p.m. or 7 a.m. - 4 p.m. | M-Th; 7 a.m. - 6 p.m. | Monday | Friday | Decrease | Yes; day-to-day tasks & emergencies | No | Five days a week allow for more opportunity to flex employee time. |
| Wastewater Treatment | M-F; 8 a.m. - 5 p.m. or 7 a.m. - 4 p.m. | M-Th; 7 a.m. - 6 p.m. | N/A | N/A | Neutral | Yes; day-to-day tasks & emergencies | Yes; electric for offices | A compressed work week may actually decrease morale due to on-call hours. |
| Compost | M-F; 8 a.m. - 5 p.m. or 7 a.m. - 4 p.m. | M-Th; 7 a.m. - 6 p.m. | N/A | N/A | Decrease | No | Yes; electric for offices | Compost must be on the same schedule as Wastewater to accept sludge. |
| Solid Waste - Residential | M-Th; 7 a.m. - 6 p.m. | N/A | N/A | N/A | N/A | N/A | N/A | Already on a compressed work week. |

City of Copperas Cove, Texas
 Options for a Compressed Work Week
 FY 2011-2012 Budget

| Funct Department | Normal operating days & hours | Compressed work week days & hours | Busiest day? | Slowest day? | Customer service impact | Increase in OT & comp? | Reduction in utilities & fuel? | Other issues |
|----------------------------|--|--|---------------------|---------------------|--------------------------------|-------------------------------------|---|--|
| Solid Waste - Commercial | M-F; 7 a.m. - 4 p.m. | N/A | N/A | N/A | N/A | N/A | N/A | Commercial waste must be picked up due to health concerns. |
| Solid Waste - Brush & Bulk | M-F; 7 a.m. - 4 p.m. | M-Th; 7 a.m. - 6 p.m. | N/A | N/A | Decrease | No | No | Community appearance will decline with waste sitting on side of the roads. |
| Solid Waste - Recycling | M-F; 8 a.m. - 5 p.m. or 7 a.m. - 4 p.m. | M-Th; 7 a.m. - 6 p.m. | N/A | N/A | Decrease | No | No | |
| Streets | M-F; 8 a.m. - 5 p.m. or 7 a.m. - 4 p.m. | M-Th; 7 a.m. - 6 p.m. | Monday | Friday | Decrease | Yes; day-to-day tasks & emergencies | No | Five days a week allow for more opportunity to flex employee time. |

City Council Regular

G. 2.

Meeting Date: 09/06/2011

Subject

Consideration and action on approving minutes from the regular council meeting of August 16, 2011.

Jane Lees, City Secretary

Attachments

Regular Minutes 816/11

CITY OF COPPERAS COVE
CITY COUNCIL REGULAR MEETING MINUTES
August 16, 2011 – 7:00 P.M.

- A **CALL TO ORDER** - Mayor Hull called the regular meeting to order at 7:00 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
 Charlie D. Youngs
 Gary L. Kent
 Danny Palmer
 Kenn Smith
 Jim Schmitz
 Frank Seffrood
 John Hull
- Attendees: Andrea M. Gardner, City Manager
 Charles E. Zech, City Attorney
 Jane Lees, City Secretary
- D **ANNOUNCEMENTS** - Council Member Kent asked residents to assist families any way they can who were unable to purchase school supplies for their children. Mayor Hull announced that Lauren Cabral, reporter for the Cove Leader Press, was leaving and that tonight was her last meeting. Ms. Gardner congratulated Silvia Rhoads and KCCB for the recent grant monies they received. She also reminded everyone to donate to Meals On Wheels. Mayor Hull also stated that the ribbon cutting for the new House Creek Elementary School took place just prior to the council meeting. He said that residents should be proud of the new school.
- E **PUBLIC RECOGNITION - None.**
- F **CITIZENS FORUM** – Gary Davis, 2700 Barton Creek, Austin, TX. He said that he is the President of First Advisors, Inc., the group that represented the developing entity of the Shops at Five Hills. He stated that he previously submitted, for consideration by the Council, a draft 380 agreement. He said that the proposal is performance based. He stated that the use of 380 agreements in Texas has become quite prolific and also assists areas in providing jobs and economic growth. He urged the Council to favorably consider the proposal. He said that he welcomed the opportunity to work with the City Manager and would like to get the agreement approved by the next Council 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**

Items G-6 and G-8 were requested to be removed from the Consent Agenda.

Council Member Kent made a motion to approve Consent Agenda items G-1, G-2, G-3, G-4, G-5 and G-7. Council Member Meredith seconded the motion, which passed unanimously.

Consent Agenda Item G-6: Council Member Palmer asked if the Deputy City Secretary was to be unfunded for the entire year and how would that work. Ms. Gardner said that was correct, however, the FY 2012 budget provides the City Secretary Department with a part time records clerk. Council Member Palmer made a motion to approve Lisa Wilson as the Alternate City Secretary. Council Member Kent seconded the motion, which passed unanimously.

Consent Agenda Item G-8: Several questions were asked of Mr. Wilson. Council Member Youngs made a motion to approve the Interlocal Agreement with CCISD to share facilities for recreational purposes. Council Member Meredith seconded the motion, which passed unanimously.

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

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**

Council Member Meredith made a motion to appoint Dani K Parsons to KCCB. Council Member Smith seconded the motion, which passed unanimously.

- 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**

Council Member Youngs made a motion to appoint Michaela Ramos as the animal welfare organization representative. Council Member Meredith seconded the motion, which passed unanimously.

Council Member Youngs made a motion to appoint Robyn Bandinel as a resident representative. Council Member Kent seconded the motion, which passed unanimously.

Council Member Youngs made a motion to appoint Beau Brabbin as a resident representative. Council Member Meredith seconded the motion, which passed unanimously.

Council Member Youngs made a motion to appoint Klaudia Brand as a resident representative. Council Member Meredith seconded the motion, which passed unanimously.

Council Member Youngs made a motion to appoint Beau Brabbin as the chairperson for one year. Council Member Meredith seconded the motion, which passed unanimously.

- 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**

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.

Council Member Smith made a motion to approve Resolution No. 2011-31. Council Member Palmer seconded the motion, which passed unanimously.

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

Council Member Schmitz made a motion to adopt the CCEDC FY 2011-2012 Budget as presented. Council Member Palmer seconded the motion. Discussion followed. No vote was taken on the motion.

Council Member Schmitz made a motion to withdraw the motion and restate a motion. Council Member Seffrood seconded the motion. No vote was taken on the motion.

Council Member Schmitz made a motion to approve the CCEDC FY 2011-2012 Budget, but change the projected salaries to the salaries that are in place for the current fiscal year, subject to the same COLA percentage that the City would adopt, if a COLA increase is adopted by the City. Council Member Palmer seconded the motion. A roll call vote was taken as follows:

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

Motion failed two to five.

Council Member Kent made a motion to have the CCEDC come back with more information and allow time for council members to speak with liaisons to get information they are looking for. Council Member Palmer seconded the motion, which passed unanimously.

- 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**

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.

Council Member Smith made a motion to approve Resolution No. 2011-34 as presented. Council Member Palmer seconded the motion, which passed unanimously.

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

Council Member Meredith made a motion to approve the agreement with Hill Country Transit District (The HOP) as presented. Council Member Seffrood seconded the motion, which passed unanimously.

- 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**

Council Member Palmer made a motion to approve the Interlocal agreement between the Capital Area Housing Finance Corporation and the City to authorize HFC loan funds to Copperas Cove Brookview Village Apartments. Council Member Smith seconded the motion, which passed unanimously.

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

**RESOLUTION NO. 2011-32
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE
REGARDING THE IMPACTS TO LOCAL GOVERNMENTS OF H.B. 3613.**

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

- 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**

**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; FOUNDAND 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.**

Council Member Schmitz made a motion to approve Resolution No. 2011-30 as presented. Council Member Meredith seconded the motion, which passed unanimously.

- 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**

**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.**

Council Member Youngs made a motion to approve Resolution No. 2011-33 as presented. Council Member Palmer seconded the motion, which passed unanimously.

- 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**

Item was pulled from the agenda. No discussion took place.

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**

Mr. Enriquez updated the Council on the above-listed projects.

- K ITEMS FOR FUTURE AGENDAS** - Council Member Seffrood requested an excused absence for the September 20, 2011 regular meeting. Council concurred.

- L EXECUTIVE SESSION** - Mayor Hull adjourned the open meeting at 8:59 p.m. to hold 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** - Mayor Hull reconvened the open meeting at 10:10 p.m. and announced that no action there was to be taken as a result of discussions in Executive Session.

- N ADJOURNMENT** - There being no further business, Mayor Hull adjourned the meeting at 10:10 p.m.

ATTEST:

John Hull, Mayor

Jane Lees, City Secretary

City Council Regular

G. 3.

Meeting Date: 09/06/2011

Contact: Mike Baker, Fire Chief/Emergency Management Coordinator

SUBJECT

Consideration and action authorizing the Fire Department to submit a grant application through the Assistance to Firefighters Grant program for P25 radio equipment. **J. Mike Baker, Fire Chief/Emergency Management Coordinator**

BACKGROUND/HISTORY

The United States Department of Homeland Security, Federal Emergency Management Agency has posted the program guidance for the 2011 Assistance to Firefighters Grant program. The grant funds are used to enhance services provided by local fire departments through acquisition of needed fire apparatus, equipment, and training. The State of Texas and the Federal Communications Commission (FCC) have issued guidance on updating all radio equipment to Project 25 compliance to include narrow band width and digital radio signals. The City's current 800 Mhz radio system is not compliant with the guidance issued by the FCC and State of Texas.

FINDINGS/CURRENT ACTIVITY

The City received a grant through the Central Texas Council of Governments for \$192,000 to assist with the project. The AFG grant, if awarded, would be additional funds for the project. The goal of the grant is to lessen the effect of the funding the City will be required to come up with at the end of the 5 year plan. Staff intends to seek \$150,000 in funding for the project, of which the City would be responsible for ten percent (\$15,000). The Federal share of the grant would \$135,000.

ACTION OPTIONS/RECOMMENDATION

City staff recommends the City Council authorize the Fire Department to apply for the Department of Homeland Security, Federal Emergency Management Agency, Assistance to Firefighter's Grant in an amount not to exceed \$150,000.

Fiscal Impact

Funds available Y/N?: N

FINANCIAL IMPACT:

If awarded the grant, City staff would bring a budget amendment to the Council for approval. Currently no matching funds are included in the FY 2010-11 or 2011-12 Operating Budget for the grant.

SUBJECT

Consideration and action on authorizing the City Manager to enter into an agreement with Jani King Commercial Cleaning Service of Austin for cleaning services of municipal buildings. **Ken Wilson, Division Head of Parks & Leisure Services**

BACKGROUND/HISTORY

During the 2010-2011 fiscal year, the City of Copperas Cove entered into a janitorial agreement with Jani King Commercial Cleaning Service of Austin for cleaning services of municipal buildings. The agreement is effective September 7, 2011, to September 20, 2012, with the option to automatically renew the contract each year for up to 2 years, thereafter. The agreement was reviewed by City staff, the City Attorney and Jani King of Austin.

FINDINGS/CURRENT ACTIVITY

The agreement defines the terms and conditions of the vendor, Jani King Comercial Cleaning Services and the City of Copperas Cove. The agreement for the 2011-2012 fiscal year has the following amendment: The Police Department building will no longer be included in the scope of the contract.

ACTION OPTIONS/RECOMMENDATION

City staff recommends that the City Council authorize the City Manager to enter into the attached agreement with the Jani King of Austin for cleaning services of municipal buildings.

Fiscal Impact

Funds available Y/N?: Yes

FINANCIAL IMPACT:

Funding is available in the FY 2010-11 and FY 2011-12 Operating Budget. With the reduction in services, the contract will decrease by \$1,445 per month or \$17,340 annually.

Attachments

Jani King Contract

CITY OF COPPERAS COVE
STANDARD PROFESSIONAL SERVICES AGREEMENT

THE STATE OF TEXAS §
 §
CORYELL COUNTY §

This Professional Services Agreement (“Agreement”) is made and entered by and between the City of Copperas Cove, Texas, (the “City”) a Texas municipality, and Jani King Commercial Cleaning Services, (Professional).

Section 1. Duration. This Agreement shall become effective upon September 7, 2011 and shall remain in effect for one year with option to renew for one additional year unless terminated as provided for in this Agreement.

Section 2. Scope of Work.

(A) Professional shall perform the Services as more particularly described in the Scope of Work attached hereto as Exhibit “A”. The work as described in the Scope of Work constitutes the “Project”. Unless otherwise provided in the Scope of Work, the anticipated submittal of all Project deliverables is immediately upon completion of the Project.

(B) The Quality of Services provided under this Agreement shall be of the level of professional quality performed by Professionals regularly rendering this type of service.

(C) The Professional shall perform its Services in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.

Section 3. Compensation.

(A) The Professional shall be paid in the manner set forth in Exhibit “A” and as provided herein.

(B) *Billing Period:* The Professional may submit monthly, or less frequently, an invoice for payment based on the estimated completion of the described tasks and approved work schedule.

(C) *Reimbursable Expenses:* Any and all reimbursable expenses related to the Project

shall be included in the Scope of Work (Exhibit A) and accounted for in the total contract amount. If these items are not specifically accounted for in Exhibit A they shall be considered subsidiary to the total contract amount.

Section 4. Insurance.

Before commencing work under this Agreement, Professional shall obtain and furnish to the City evidence of the following insurance during the term of this Agreement and thereafter as required herein:

Professional Liability Insurance: professional errors and omissions liability insurance with limits of liability not less than \$1,000,000 per occurrence covering all work performed by the Professional, its employees, sub-contractors, or independent contractors. If this coverage can only be obtained on a "claims made" basis, the certificate of insurance must clearly state coverage is on a "claims made" basis and coverage must remain in effect for at least two years after final payment with the Professional continuing to furnish the City certificates of insurance.

Workers Compensation Insurance: The Professional shall carry and maintain during the term of this Agreement, workers compensation and employers liability insurance meeting the requirements of the State of Texas on all the Professional's employees carrying out the work involved in this contract.

General Liability Insurance: The Professional shall carry and maintain during the term of this Agreement, general liability insurance on a per occurrence basis with limits of liability not less than \$1,000,000 for each occurrence and for fire damage. For Bodily Injury and Property Damage no less than \$1,000,000. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be \$2,000,000. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Professional or its employees carrying out the work involved in this Agreement. The general aggregate shall be no less than \$2,000,000.

Automobile Liability Insurance: Professional shall carry and maintain during the term of this Agreement, automobile liability insurance with either a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage or split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Professional or its employees.

Subcontractor: In the case of any work sublet, the Professional shall require subcontractor and independent contractors working under the direction of either the Professional or a

subcontractor to carry and maintain the same workers compensation and liability insurance required of the Professional.

Qualifying Insurance: The insurance required by this Agreement shall be written by non-assessable insurance company licensed to do business in the State of Texas and currently rated "B" or better by the A.M. Best Companies. All policies shall be written on a "per occurrence basis" and not a "claims made" form.

Section 5. Miscellaneous Provisions.

(A) *Subletting.* The Professional shall not sublet or transfer any portion of the work under this Agreement or any Scope of Work issued pursuant to this Agreement unless specifically approved in writing by the City, which approval shall not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Scope of Work. The approval or acquiescence of the City in the subletting of any work shall not relieve the Professional of any responsibility for work done by such subcontractor.

(B) *Compliance with Laws.* The Professional shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Professional shall furnish the City with satisfactory proof of compliance.

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

(D) *Non-Collusion.* Professional represents and warrants that Professional has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the City under this Agreement. Professional further agrees that Professional shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City pursuant to this Agreement) for any of the services performed by Professional under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Professional, Professional shall immediately report that fact to the City and, at the sole

option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Professional under or pursuant to this Agreement.

(E) In the case of any conflicts between the terms of this Agreement and wording contained within the Scope of Services, this Agreement shall govern. The Scope of Services is intended to detail the technical scope of services, fee schedule, and contract time only and shall not dictate Agreement terms.

Section 6. Termination.

(A) This Agreement may be terminated:

(1) By the mutual agreement and consent of both Professional and City;

(2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Work issued under this Agreement;

(3) By the City, immediately upon notice in writing to the Professional, as consequence of the failure of Professional to perform the services contemplated by this Agreement in a timely or satisfactory manner;

(4) By the City, at will and without cause upon not less than thirty (30) days written notice to the Professional.

(B) If the City terminates this Agreement pursuant to subsection 6(A)(2) or (3), above, the Professional shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for those services that have been timely and adequately performed by the Professional considering the actual costs incurred by the Professional in performing work to date of termination, the value of the work that is nonetheless usable to the City, the cost to the City of employing another Professional to complete the work required and the time required to do so, and other factors that affect the value to the City of the work performed at time of termination. In the event of termination not the fault of the Professional, the Professional shall be compensated for all basic, special, and additional services actually performed prior to termination, together with any reimbursable expenses then due.

Section 7. Indemnification. Professional agrees to indemnify and hold the City of Copperas Cove, Texas and all of its present, future and former agents, employees, officials and representatives harmless in their official, individual and representative capacities from any and all claims, demands, causes of action, judgments, liens and expenses (including attorney's fees, whether contractual or statutory), costs and damages (whether common law or statutory), costs and damages (whether common

law or statutory, and whether actual, punitive, consequential or incidental), of any conceivable character, for injuries to persons (including death) or to property (both real and personal) created by, arising from or in any manner relating to the services or goods performed or provided by Professional – expressly including those arising through strict liability or under the constitutions of the United States or Texas.

Section 8. Notices. Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

Section 9. No Assignment. Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party.

Section 10. Severability. If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

Section 11. Waiver. Either City or the Professional shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

Section 12. Governing Law; Venue. This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Coryell County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Coryell County, Texas.

Section 13. Paragraph Headings; Construction. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

Section 14. Binding Effect. Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

Section 15. Gender. Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

Section 16. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 17. Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 18. Entire Agreement. It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

Section 19. Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

20. Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire. Professional represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code.

EXECUTED on this the _____ day of _____, 2011.

CITY:

By: _____
Name: Andrea Gardner
Title: City Manager

PROFESSIONAL:

By: _____
Name: Michael Noe
Title: Regional Sales Director

ADDRESS FOR NOTICE:

CITY

Andrea Gardner
PO Drawer 1449
Copperas Cove, TX 76522
(254)547-4221

PROFESSIONAL

Jani King
2523 S. Lakeline Blvd.
Cedar Park, TX 78613
(512)335-9888

with a copy to:

Charles Zech
City Attorney
City of Copperas Cove, Texas

MAINTENANCE AGREEMENT

THIS AGREEMENT, made this _____ day of _____, and effective the _____ day of _____, 2011 between City of Copperas Cove, P.O. Drawer 1449, Copperas Cove, Texas 76522 and Jani-King of Austin.

WHEREAS, Client is desirous of the services of Jani-King for the purpose of keeping the building properly cleaned as outlined, and;

WHEREAS, Jani-King is in the business of providing maintenance and janitorial services under the trade name and style of "Jani-King" and desires to contract and agree with Client for the performance of said janitorial services to be further set out in this contract.

NOW THEREFORE, in consideration of the faithful performance of the services hereinafter specified, in the manner and at the times specified, the compensation to Jani-King to be set out in the Pricing Schedule attached hereto and the mutual covenants and agreements of the parties hereinafter set forth to be kept and performed to the mutual benefit of each of the parties, it is hereby contracted and agreed as follows:

I.

The premises making up the working area of this contract will be known further as the Named Areas and include the following location known as 507 S. Main Street, Copperas Cove, Texas.

- a. See customer provided cleaning schedule.

II.

Jani-King agrees to furnish all equipment, tools and other paraphernalia necessary to the performance of the duties, said duties being to maintain the Named Areas in a neat, clean orderly condition as outlined in the Cleaning Schedule attached hereto. Client warrants that the premises to be serviced are free of Asbestos, hazardous materials and/or holds Jani-King harmless from any and all liability for its personnel's exposure to such hazardous or harmful conditions.

III.

In consideration of the faithful performance by Jani-King of the duties hereunder, Client agrees to pay Jani-King the total minimum sum of (See attached Pricing Schedule) per month on the first day of each month for the rendition of the immediate preceding months services during the term hereof. Credits for nationally recognized holidays were predetermined and given as part of the monthly charge herein. (Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas Day, New Years Day.)

IV.

It is expressly agreed that Jani-King is not and shall not be during the term hereof, employees of Client. Jani-King is an independent contractor and in this regard Jani-King will not be within the protection or coverage of Client's Workers Compensation Insurance. Client will not withhold Social Security, Federal or State Income Tax or other deductions made from the sums agreed to be paid to Jani-King; the same being contract payments, not wages.

V.

From time to time as the parties may agree, the amount to be paid by Client may be increased or decreased to reflect an increase or decrease in the area or space serviced and the kind, amount or frequency of services to be rendered. Such modifications shall be binding only if in writing and signed by both parties and attached hereto. The recent minimum wage increase of July 24th, 2009 has been included in the monthly charge herein.

VI.

It is agreed that Jani-King will select the personnel to perform its obligations hereunder. Clients warrants, covenants, and agrees that during the term of this agreement and within one hundred and twenty (120) days after termination, Client will not employ any employees, representatives and/or franchisees of Jani-King. Jani-King warrants, covenants and agrees that during the term of this agreement and within one hundred and twenty (120) days after termination, it will not employ any employees, representatives and/or franchisees of Client.

VII.

The term of this agreement shall be for one (1) year from the date hereof, and thereafter shall automatically be extended on the same terms and conditions until termination by one of the parties hereto. Client or Jani-King shall have the right to terminate this contract upon thirty (30) days written notice via certified mail to the other party.

VIII.

It shall be Client's responsibility to calculate the area or square footage to be serviced and to advise Jani-King of such calculations. In the event the area or square footage to be serviced shall change for any reason, Client agrees to notify Jani-King thirty (30) days prior to any such change. Client warrants the calculations of area or square footage to be serviced shall be correct to the best of Client's knowledge. In the event the calculations of area or square footage reported to Jani-King are determined to be less than that actually serviced, then, in that event, Client shall immediately pay to Jani-King for all such shortages incurred to date and the calculation shall be deemed modified to include such shortages in area or square footage for future service.

IX.

Any controversy or claim arising out of or relating to this contract, or any breach hereof, shall be settled in accordance with the law of the State of Texas and the Rules of the American Arbitration Association, and judgment upon the award may be entered in any court having jurisdiction thereof.

QUALITY ASSURANCE PROGRAM

I. DAILY

A log book is kept in a designated place for daily communication between the designated Client contact and the janitorial crew.

This will be checked each evening by Jani-King personnel. After reviewing the note(s), that person will initial next to the instructions to show that the issues have been addressed.

II. WEEKLY

The Jani-King franchise owners will perform a very thorough visual inspection to ensure that detail cleaning is completed consistently. If necessary, he/she will then instruct personnel of needed adjustments.

III. MONTHLY

By appointment, an **assigned** "Operations Manager" from the Regional office will perform a detailed visual inspection with the designated Client contact. During this inspection, the Operations Manager will observe how the franchisee has handled quality situations noted in the log book, and rate the overall level of cleaning based upon the "Cleaning Specifications" as outlined in the contract. Once all of these details have been collected, an INSPECTION REPORT is completed and turned into the Regional Director.

Every inspection report is given to the Austin Regional Director for review and is discussed in the weekly meetings with the Operations Department.

By reviewing each report, they are able to:

1. Effectively monitor the entire Client base.
2. Target which franchise owners need help and in what areas.
3. Choose the **best franchise owners** for your facility based upon his/her current quality ratings in other facilities.

QUALITY ASSURANCE IS THE KEY TO SUCCESS
FOR OUR FRANCHISEES AND A LONG TERM
RELATIONSHIP WITH OUR CLIENTS.

ATTACHMENT B

1. Perform Daily – (As needed or as required.)
 - a) Vacuum all carpeted areas.
 - b) Dust mop or sweep and wet mop all bare floors.
 - c) Spot clean carpets as needed or as required.
 - d) Dust cleared desk and table tops, lockers, shelves and cabinets. Clean counters.
 - e) Empty all waste baskets and install fresh plastic liners, dispose of all trash in on-site trash bins.
 - f) Empty all recycling baskets (blue cans identified with recycling logo) in appropriate recycling bins.
 - g) Remove interior cob webs.
 - h) Clean smudges and unsightly appearance from door jams, light switches, glass partitions, mirrors, rest room partitions, glass doors (inside/out) and counters, etc.
 - i) Clean and sanitize all sinks, toilets and urinals.
 - j) Refill all dispensers in rest rooms and break rooms (hand soap, liquid room deodorizer, toilet paper, toilet seat covers, sanitary disposal bags, sanitary napkins, paper towels, etc.)
 - k) Clean and polish drinking fountains.
 - l) Check urinal deodorant blocks and replace as needed or as required.
 - m) Empty and clean all exterior cigarette ash trays and trash cans.
 - n) Clean janitorial closets and/or storage areas.

2. Perform Weekly – (As needed or as required.)
 - a) Dust filing cabinets, chair rungs, low moldings, sills, picture frames, partition tops and other accessible surfaces.
 - b) Clean and sanitize telephones.
 - c) Dust all mini-blinds.
 - d) Dust and clean baseboards, as needed or as required.
 - e) Buff all waxed bare floors in high traffic areas. (Public areas)

3. Perform Monthly – (As needed or as required.)
 - a) Clean interior and exterior of all windows.
 - b) Remove exterior cob webs
 - c) Scrub and wax all bare floors
 - d) Dust all interior walls and spot clean as needed or as required.

4. Extra Charge Services – (As needed or as required.)
 - a) Shampoo carpet at a fixed fee per square foot when 6 of 11 requested by City. The term "shampoo carpets" shall mean: to clean carpets by wet extraction methodology common to the industry
 - b) Strip, seal and wax floors at a fixed fee per square foot approximately every six months (approximately every three months for Police Department) when requested by City. This includes stripping and sealing vinyl or rubber baseboards.
 - c) Actual square footage of bare floor or carpeted area to be serviced shall be determined by and approved by the Community Services Department Staff member assigned to administer the janitorial services contract, before each job is authorized. City will only pay for square footage actually serviced. This amount may differ from total area of a room or building because furniture is in the way or only part of a floor area needs cleaning or waxing.

City of Copperas Cove
P.O. Drawer 1449
Copperas Cove, Texas 76522

Jani-King of Austin
2523 S. Lakeline Blvd.
Cedar Park, Texas 78613

By _____
Printed Name _____
Title _____
Date _____

By _____
Printed Name _____
Title _____
Date _____

*** PRICE SCHEDULE ***

To be cleaned Twice a Week - Monday/Thursday
City Hall, Municipal Court, Utility Administration, Solid
Waste, Animal Control, Public Works, Building Dev/Code
Enforcement, Senior Center

To be cleaned Three Times a Week - Monday/Wednesday/Friday
Library

Total Price to Clean Two and Three Times
for above listed areas
ONE THOUSAND NINE HUNDRED EIGHTY FIVE DOLLARS
(\$1,985.00)
MONTHLY
PLUS SALES TAX

Price to Clean Civic Center
ONE HUNDRED FIFTY DOLLARS
(\$150.00)
PER OCCURRENCE
PLUS SALES TAX

Price to Allin House
THIRTY FIVE DOLLARS
(\$35.00)
PER OCCURRENCE
PLUS SALES TAX

SUBJECT

Consideration and action on a resolution establishing the current population for the City of Copperas Cove. **Wesley Wright, P.E. Division Head of Public Works/City Engineer**

BACKGROUND/HISTORY

Beginning with the 2010 census, City staff will present annual population estimates based on the number of Municipal Utility accounts or Building and Development process to establish the official population of the City through a resolution. Every 10 years when the census is completed and final population numbers are provided by the US Census Bureau, a resolution to establish the final population will be considered for City Council consideration.

This procedure will provide the citizens, media, employees and others with the most current population figures for the City. Formal acceptance by resolution will provide a basis for budgeting and various other reporting (grant, etc...) that is completed by the City in a more consistent manner.

FINDINGS/CURRENT ACTIVITY

City administration contacted the US Census Bureau regarding the most recent census and was advised that the total population was 32,032. US Census data can be obtained at www.census.gov or 1-800-835-9752. A copy of the 2011 Census Restricting Data Summary file is attached.

ACTION OPTIONS/RECOMMENDATION

City staff recommends approval of Resolution No. 2011-36, establishing the current population for the City of Copperas Cove.

Attachments

Resolution

US Census Information

RESOLUTION NO. 2011-36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, CORYELL COUNTY, TEXAS, ADOPTING THE DETERMINATION OF POPULATION OF THE MUNICIPALITY.

WHEREAS, the United States Census Bureau has conducted a census of the municipal population indicating the population of permanent residents of the municipality as of the 2010 Census; and

WHEREAS, the governing body of the municipality hereby finds and determines that said census is an accurate reflection of the population of the City of Copperas Cove.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COPPERAS COVE TEXAS, THAT the governing body finds that on October 1, 2011, the population of permanent residents of the municipality is 32,032.

PASSED, APPROVED, AND ADOPTED this 6th day of September 2011, at a regular meeting held by 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*, §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



P1

RACE

Universe: Total population

2010 Census Redistricting Data (Public Law 94-171) Summary File

NOTE: For information on confidentiality protection, nonsampling error, and definitions, see <http://www.census.gov/prod/cen2010/pl94-171.pdf>

NOTE: Change to the California, Connecticut, Mississippi, New Hampshire, Virginia, and Washington P. L. 94-171 Summary Files as delivered.

| | Copperas Cove city, Texas |
|--|---------------------------|
| Total: | 32,032 |
| Population of one race: | 29,847 |
| White alone | 21,206 |
| Black or African American alone | 5,767 |
| American Indian and Alaska Native alone | 284 |
| Asian alone | 949 |
| Native Hawaiian and Other Pacific Islander alone | 346 |
| Some Other Race alone | 1,295 |
| Two or More Races: | 2,185 |
| Population of two races: | 1,981 |
| White; Black or African American | 748 |
| White; American Indian and Alaska Native | 222 |
| White; Asian | 357 |
| White; Native Hawaiian and Other Pacific Islander | 53 |
| White; Some Other Race | 247 |
| Black or African American; American Indian and Alaska Native | 66 |
| Black or African American; Asian | 74 |
| Black or African American; Native Hawaiian and Other Pacific Islander | 31 |
| Black or African American; Some Other Race | 73 |
| American Indian and Alaska Native; Asian | 2 |
| American Indian and Alaska Native; Native Hawaiian and Other Pacific Islander | 3 |
| American Indian and Alaska Native; Some Other Race | 12 |
| Asian; Native Hawaiian and Other Pacific Islander | 49 |
| Asian; Some Other Race | 29 |
| Native Hawaiian and Other Pacific Islander; Some Other Race | 15 |
| Population of three races: | 185 |
| White; Black or African American; American Indian and Alaska Native | 64 |
| White; Black or African American; Asian | 29 |
| White; Black or African American; Native Hawaiian and Other Pacific Islander | 1 |
| White; Black or African American; Some Other Race | 18 |
| White; American Indian and Alaska Native; Asian | 16 |
| White; American Indian and Alaska Native; Native Hawaiian and Other Pacific Islander | 2 |
| White; American Indian and Alaska Native; Some Other Race | 5 |
| White; Asian; Native Hawaiian and Other Pacific Islander | 28 |
| White; Asian; Some Other Race | 8 |

| | Copperas Cove city, Texas |
|--|------------------------------|
| White; Native Hawaiian and Other Pacific Islander; Some Other Race | 1 |
| Black or African American; American Indian and Alaska Native; Asian | 4 |
| Black or African American; American Indian and Alaska Native; Native Hawaiian and Other Pacific Islander | 2 |
| Black or African American; American Indian and Alaska Native; Some Other Race | 1 |
| Black or African American; Asian; Native Hawaiian and Other Pacific Islander | 3 |
| Black or African American; Asian; Some Other Race | 0 |
| Black or African American; Native Hawaiian and Other Pacific Islander; Some Other Race | 1 |
| American Indian and Alaska Native; Asian; Native Hawaiian and Other Pacific Islander | 0 |
| American Indian and Alaska Native; Asian; Some Other Race | 1 |
| American Indian and Alaska Native; Native Hawaiian and Other Pacific Islander; Some Other Race | 0 |
| Asian; Native Hawaiian and Other Pacific Islander; Some Other Race | 1 |
| Population of four races: | 18 |
| White; Black or African American; American Indian and Alaska Native; Asian | 2 |
| White; Black or African American; American Indian and Alaska Native; Native Hawaiian and Other Pacific Islander | 4 |
| White; Black or African American; American Indian and Alaska Native; Some Other Race | 3 |
| White; Black or African American; Asian; Native Hawaiian and Other Pacific Islander | 4 |
| White; Black or African American; Asian; Some Other Race | 2 |
| White; Black or African American; Native Hawaiian and Other Pacific Islander; Some Other Race | 0 |
| White; American Indian and Alaska Native; Asian; Native Hawaiian and Other Pacific Islander | 1 |
| White; American Indian and Alaska Native; Asian; Some Other Race | 0 |
| White; American Indian and Alaska Native; Native Hawaiian and Other Pacific Islander; Some Other Race | 0 |
| White; Asian; Native Hawaiian and Other Pacific Islander; Some Other Race | 1 |
| Black or African American; American Indian and Alaska Native; Asian; Native Hawaiian and Other Pacific Islander | 0 |
| Black or African American; American Indian and Alaska Native; Asian; Some Other Race | 1 |
| Black or African American; American Indian and Alaska Native; Native Hawaiian and Other Pacific Islander; Some Other Race | 0 |
| Black or African American; Asian; Native Hawaiian and Other Pacific Islander; Some Other Race | 0 |
| American Indian and Alaska Native; Asian; Native Hawaiian and Other Pacific Islander; Some Other Race | 0 |
| Population of five races: | 1 |
| White; Black or African American; American Indian and Alaska Native; Asian; Native Hawaiian and Other Pacific Islander | 1 |
| White; Black or African American; American Indian and Alaska Native; Asian; Some Other Race | 0 |
| White; Black or African American; American Indian and Alaska Native; Native Hawaiian and Other Pacific Islander; Some Other Race | 0 |
| White; Black or African American; Asian; Native Hawaiian and Other Pacific Islander; Some Other Race | 0 |
| White; American Indian and Alaska Native; Asian; Native Hawaiian and Other Pacific Islander; Some Other Race | 0 |

| | Copperas Cove city, Texas |
|---|---------------------------|
| Black or African American; American Indian and Alaska Native; Asian; Native Hawaiian and Other Pacific Islander; Some Other Race | 0 |
| Population of six races: | 0 |
| White; Black or African American; American Indian and Alaska Native; Asian; Native Hawaiian and Other Pacific Islander; Some Other Race | 0 |

Source: U.S. Census Bureau, 2010 Census.

SUBJECT

Public hearing, discussion and possible action on an ordinance amending the Future Land Use Plan.
Chris Stewart, AICP, Stewart Planning Consulting, LLC

BACKGROUND/HISTORY

The Future Land Use Plan is the City's guide for land use decisions. The Future Land Use map does not place regulations on individual property (as the zoning map does), but is a broader look – city wide – about where land uses should be in relation to one another, in order to balance the intensity, quantity and compatibility of the uses to meet the future needs of Copperas Cove.

As requests come in to develop or re-develop property, staff will review the request for consistency with the Comprehensive Plan. Local Government Code and case law emphasize that the City's exercise of zoning authority should be done consistently with the Comprehensive Plan. If a difference or inconsistency is evident, or appears to exist because of the coarser nature of the Future Land Use Plan, Staff will place a Future Land Use Plan Amendment (FLUP Amendment) on the agenda. The recommending body (P&Z) and governing body (Council) should then take action on the FLUP Amendment before action is taken on the zoning ordinance: either confirming or changing the FLUP prior to the decision on the zoning item.

Concurrent to the rezoning request by WBW Land Development for a portion of a 224 acre tract consisting of 81 acres from AG to R-1 is this review and possible amendment to the Future Land Use Plan. The current Future Land Use Plan shows this area to be partially designated for institutional use. An institutional use could be a school, hospital, or government service facility. Please see the attached exhibit.

At the Planning and Zoning Commission public hearing, Commissioners asked if it was known if the School District had any plans to locate any schools in the area. Dr. Rose Cameron, CCISD Superintendent, was in the audience and stated that the School District does not have any plans to develop another school in this area.

FINDINGS/CURRENT ACTIVITY

The review of land use plan amendments begins with review for land use intensity, land use quantity, and land use compatibility. Following the review, guidance questions help make the appropriate decision.

Land Use Intensity

Changing the institutional future land use to low density residential, in the limited area would most likely have a neutral or positive effect, not causing any undue intensity.

Land Use Quantity

The current future land use plan enables a concentration of schools together which may provide some efficiency, but is likely to place additional burden on Courtney Lane's capacity. As discussed at the P&Z public hearing, the CCISD does not have any plans to develop new schools at the location. Ample opportunity in other areas of the city for an institutional use exist and therefore changing the area to low density residential would not likely have an adverse effect city-wide.

Land Use Compatibility

Changing the future land use to be uniformly low density residential does not present any issues of compatibility, since the surrounding uses (low density residential, school, parkland) work well adjacent to

low density residential.

The guidance questions are as follows:

1. Will the proposed change enhance the site and the surrounding area?
2. Is the proposed change a better use than that recommended by the Future Land Use Plan?
3. Will the proposed use impact adjacent residential areas in a negative manner? Alternatively, will the proposed use be compatible with, and/or enhance, adjacent residential areas?
4. Are uses adjacent to the proposed use similar in nature in terms of appearance, hours of operation, and other general aspects of compatibility?
5. Does the proposed use present a significant benefit to the public health, safety, and welfare of the community? Would it contribute to the City's long-term economic well-being?

ACTION OPTIONS/RECOMMENDATION

The Planning and Zoning Commission voted unanimously to approve the FLUP Amendment.

Staff recommends that the Future Land Use Plan be amended by adopting Ordinance No. 2011-38, to show Low Density Residential, in consideration of the following:

- That the CCISD has no plans for a new school in the area;
- That there is development opportunity for a low density residential use that would contribute to the City's long-term economic well-being; and
- That the surrounding areas are compatible with low-density residential.

Fiscal Impact

Funds available Y/N?: N

FINANCIAL IMPACT:

None.

Attachments

Ordinance & Exhibit A

ORDINANCE NO. 2011-38

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

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

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

WHEREAS, a rezone application was received on July 22, 2011, and amended on August 19, 2011, requesting 81.73 acres of land be rezoned from AG-1 (Agricultural) to R-1 (Single-Family Residential); and

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

WHEREAS, a notice of amending Chapter Four of the 2007 Comprehensive Plan of the City of Copperas Cove, Texas, providing for changes in the Future Land Use Plan providing for changes on Plate 4-1, the Future Land Use Map was published on August 5, 2011, in the Cove Leader Press; and

WHEREAS, the Planning and Zoning Commission of the City of Copperas Cove held a public hearing on August 22, 2011, and voted to recommend approval to amend the Future Land Use Plan, Plate 4-1 to the City Council of the City of Copperas Cove; and

WHEREAS, the City Council of the City of Copperas Cove held the required public hearing concerning the change to the Future Land Use Plan on September 6, 2011, and approved the change; and

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

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

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

SECTION 1.

That Plate 4-1 of the 2007 Comprehensive Plan of the City of Copperas Cove be amended and updated to change the area shown on Exhibit A from Institutional/Public/Semi-Public to Low Density Residential.

SECTION 2.

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

SECTION 3.

That this ordinance shall go into effect upon passage.

PASSED, APPROVED AND ADOPTED this 6th day of September 2011, at a regular meeting of the City Council of the City of Copperas Cove, Texas, which meeting was held in compliance with the Open Meetings Act, *Tex. Gov't. Code* §551.001, et.seq., at which meeting a quorum was present and voting.

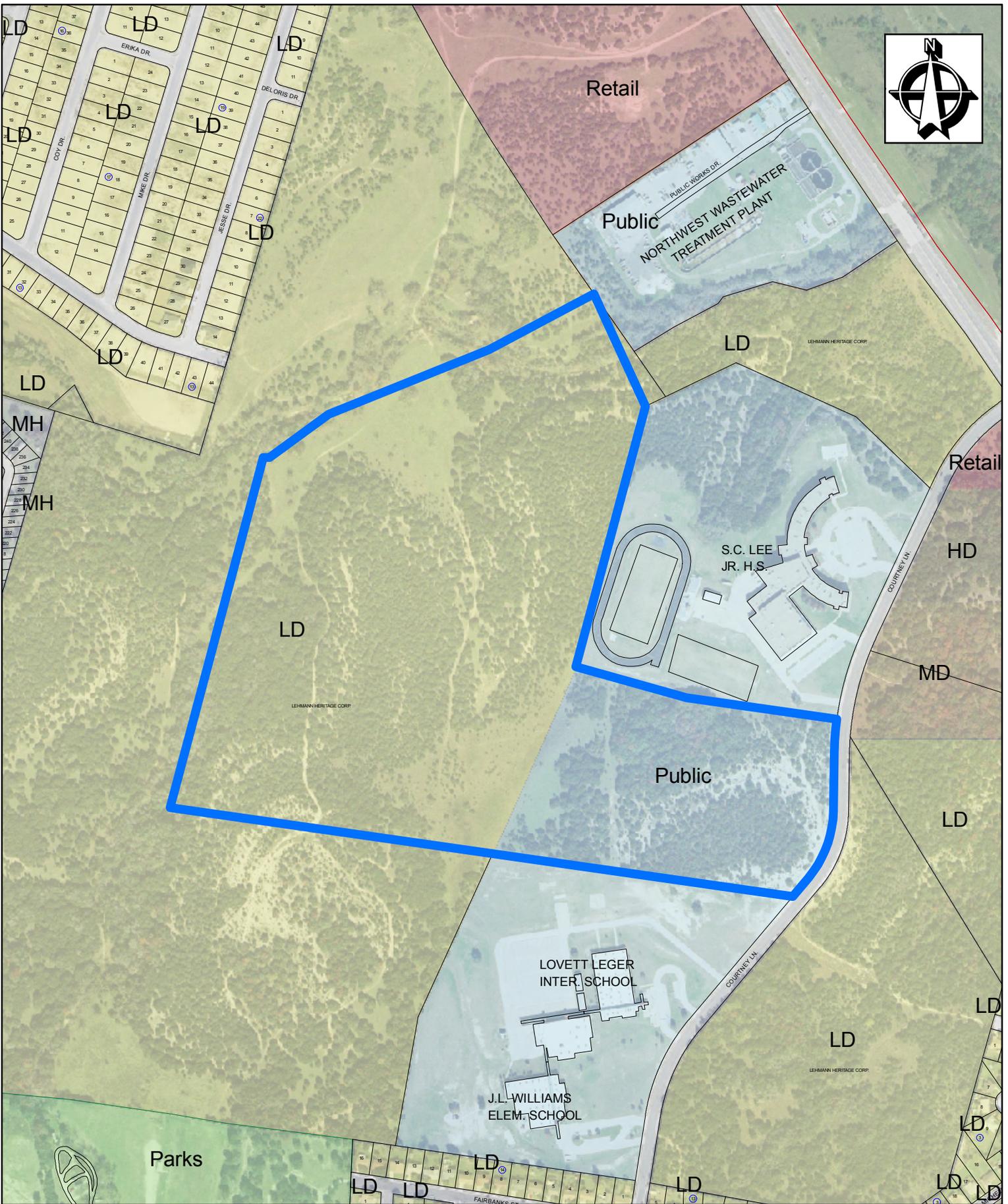
John Hull, Mayor

ATTEST:

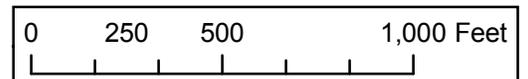
Jane Lees, City Secretary

APPROVED AS TO FORM:

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



PROPOSED DEVELOPMENT - F.L.U.P.
Aerial - Vicinity Map



SUBJECT

Public hearing, discussion and possible action on an ordinance, requesting to rezone 81.73 acres being part of a 402 acre tract dedicated to the Lehmann Heritage Corporation from AG-1 (Agriculture) to R-1 (Single-Family Residential). **Chris Stewart, AICP, Stewart Planning Consulting, LLC**

BACKGROUND/HISTORY

The applicant, WBW Land Development, initially requested rezoning of 224.08 acres (a 55.423 acre tract and a 168.661 acre tract) from the current zoning classification of AG-1 to R-1, to enable the development of single-family housing. On August 19, 2011 the request was modified to contain 81.73 acres – a portion of the original request.

FINDINGS/CURRENT ACTIVITY

Comprehensive Plan

The Comprehensive Plan envisions the area to be low density residential and institutional. Thus, the request to rezone is mostly consistent with the Future Land Use Plan, the exception being the area between the school campuses currently designated for institutional.

Courtney Lane is shown on the Future Thoroughfare Plan as a Collector Street, capable of carrying up to 5,000 trips per day.

Land Use Compatibility

The single-family land use is compatible with the surrounding land uses of single-family and school (institutional). Therefore, in principle, the request is compatible based on commonly-accepted planning practice.

Access

Access to the subject tracts is reliant upon Courtney Lane, which currently averages over 2,500 trips per day. The development of the full 224.08 acres under the requested R-1 zoning would have the potential to place as many as 7,000 additional daily trips onto Courtney Lane. To understand the full impact, a traffic analysis should be performed and is being scheduled by City staff. However, Staff finds sufficient basis to recommend approval for changing a limited area to R-1 until the ultimate right-of-way and road section requirements can be established.

The Council has the following options:

- 1) Approve the rezoning as requested, contingent upon a successful amendment to the Future Land Use Plan changing a portion of the requested area from Institutional to Low Density Residential.
- 2) Denial of the rezoning as requested, citing its basis for denial.
- 3) The Council may approve a smaller area/subarea of the request for approval, citing the basis for this decision.
- 4) The Council may follow the staff recommendation below, which includes a condition about a traffic study being conducted on Courtney Lane.

ACTION OPTIONS/RECOMMENDATION

City Staff recommends approval of Ordinance No. 2011-39, to rezone 81.73 acres of R-1, contingent upon a successful amendment to the Future Land Use Plan.

In addition, staff recommends that a Traffic Analysis be conducted to determine if an Amendment to the Future Thoroughfare Plan is necessary, and what the ultimate right-of-way and road section requirements will be to support the full development.

Fiscal Impact

Funds available Y/N?: N

FINANCIAL IMPACT:

None.

Attachments

Ordinance & Exhibit A

ORDINANCE NO. 2011-39

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS APPROVING A ZONING CHANGE BY REZONING 81.73 ACRES BEING A PART OF A CALLED 168.661 ACRE TRACT DESCRIBED IN DEED TO WBW LAND INVESTMENTS, L.P., FROM AG-1 (AGRICULTURAL) TO R-1 (SINGLE-FAMILY RESIDENTIAL).

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

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

WHEREAS, the hereinabove described property, shown in Exhibit A, has a current zoning of AG-1 (Agricultural); and

WHEREAS, an application was received on July 22, 2011, and amended on August 19, 2011, requesting that such property be rezoned from AG-1 (Agricultural) to R-1 (Single-Family Residential); and

WHEREAS, a notice of the rezone request has been distributed via regular U.S. Mail to all property owners located within two-hundred (200) feet of the property; and

WHEREAS, a notice of the rezone request was published on August 5, 2011 in the Cove Leader Press; and

WHEREAS, the property has a proposed future use of Low Density Residential, as currently indicated on Plate 4-1 of the Future Land Use Plan; and

WHEREAS, the Planning and Zoning Commission of the City of Copperas Cove on August 22, 2011, held a public hearing and voted to recommend approval of the rezone request.

WHEREAS, the City Council of the City of Copperas Cove held the required public hearing concerning the rezone request on September 6, 2011; and

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

and Zoning Map, which in its best judgment promotes the health, safety, morals, and general welfare and protects the use and enjoyment of property throughout the City.

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

SECTION 1.

That the hereinabove described property, shown in Exhibit A, 81.73 acres being a part of a called 168.661 acre tract described in deed to WBW Land Investments, L.P., be given the permanent zoning of R-1 (Single-Family Residential).

SECTION 2.

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

SECTION 3.

That this ordinance shall go into effect upon passage.

PASSED, APPROVED AND ADOPTED this 6th day of September 2011, at a regular meeting of the City Council of the City of Copperas Cove, Texas, which meeting was held in compliance with the Open Meetings Act, *Tex. Gov't. Code* §551.001, et.seq., at which meeting a quorum was present and voting.

John Hull, Mayor

ATTEST:

Jane Lees, City Secretary

APPROVED AS TO FORM:

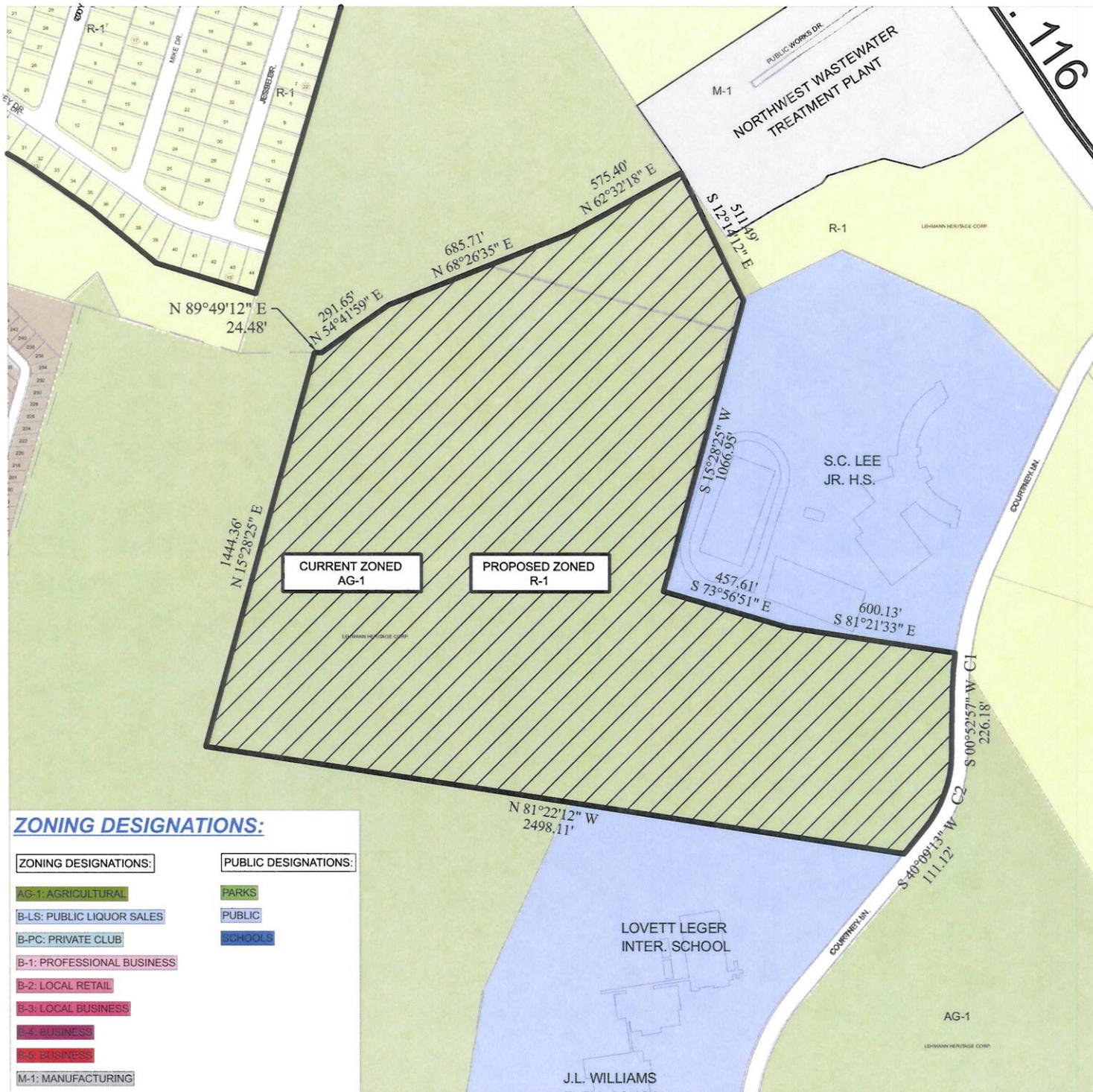
Denton, Navarro, Rocha,
& Bernal, P.C., City Attorney

Exhibit "A"

The intent of this "exhibit" is to pictorially show the approximate location of the property. It is not intended as an actual survey. Calls shown are references only. No statement is made to the validity of these calls.

LEGEND

//// //// //// //// //// PROPERTY TO BE REZONED



ZONING DESIGNATIONS:

ZONING DESIGNATIONS:

- AG-1: AGRICULTURAL
- B-LS: PUBLIC LIQUOR SALES
- B-PC: PRIVATE CLUB
- B-1: PROFESSIONAL BUSINESS
- B-2: LOCAL RETAIL
- B-3: LOCAL BUSINESS
- B-4: BUSINESS
- B-5: BUSINESS
- M-1: MANUFACTURING
- M-2: HEAVY MANUFACTURING
- R-CE: SINGLE FAMILY COUNTRY ESTATES
- R-MH: MANUFACTURED HOME
- R-1: SINGLE FAMILY RESIDENTIAL
- R-2: TWO FAMILY RESIDENTIAL
- R-3: MULTI-FAMILY RESIDENTIAL
- PLANNED DEVELOPEMENT DISTRICT = [diagonal hatching symbol]

PUBLIC DESIGNATIONS:

- PARKS
- PUBLIC
- SCHOOLS

GRAPHIC SCALE

1" = 500'



IN FEET

Meeting Date: 09/06/2011

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

SUBJECT

Public hearing and action on an ordinance amending the 2010-2011 fiscal year budget. **Ryan D. Haverlah, Assistant Director of Financial Services/Budget Director**

BACKGROUND/HISTORY

The 2010-11 budget was adopted on September 7, 2010 and amended on February 1st, April 19th, July 19th, and August 2, 2011. Another budget amendment was presented during the August 30, 2011 Special City Council meeting for the required public hearing and will be considered for approval during the September 6, 2011 meeting. According to Section 6.11(b)(1) of the Copperas Cove City Charter, in order for the City Council to amend the 2010-2011 budget it must first hold a public hearing on the proposed amendments. The Charter also provides a requirement that when fund balance is to be used to fund increases in expenditures that two public hearings be held. The proposed budget amendment will not use fund balance and, therefore, only requires one public hearing.

FINDINGS/CURRENT ACTIVITY

The General Fund requires a reallocation of expenses from the Code & Health Compliance Department to the Police Department in the amount of \$2,377.

The 2003 Certificates of Obligation – Tax Supported requires revenues increase by \$4,000 from a project reimbursement and a transfer out to the 2010 General Obligation (GO) Fund to cover a negative fund balance.

The 2010 General Obligation – Tax Supported requires a transfer in of \$4,000 from the 2003 CO Fund to cover the negative fund balance and allow staff to close the fund.

The 2011 Revenue and Limited Tax Bonds were issued earlier in 2011. The budget was not set up after the bonds were issued and, therefore, requires the revenue and expense to be established in the amount of \$39,290,919 each.

The 2011 General Obligation Bonds – Tax Supported were issued earlier in 2011. The budget was not set up after the bonds were issued and, therefore, requires the revenue and expense to be established in the amount of \$5,561,949 each.

ACTION OPTIONS/RECOMMENDATION

City staff recommends that the City Council hold a public hearing on Ordinance No. 2011-40, amending the fiscal year 2010-2011 Budget and approve the ordinance after the public hearing.

Fiscal Impact

Funds available Y/N?: Y

FINANCIAL IMPACT:

See attached fund summary.

Attachments

Ordinance & Attachments

ORDINANCE NO. 2011-40

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

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

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

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

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

SECTION I.

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

SECTION II.

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

SECTION III.

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

SECTION IV.

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

PASSED, APPROVED AND ADOPTED this 6th day of September 2011, at a regular called meeting of the City Council of the City of Copperas Cove, Texas, which meeting was held in compliance with the Open Meetings Act, *Tex. Gov't Code* 551.001, et.seq., at which meeting a quorum was present and voting.

John Hull, Mayor

ATTEST:

Jane Lees, City Secretary

APPROVED AS TO FORM:

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

CITY OF COPPERAS COVE, TEXAS
FISCAL YEAR 2010-11 BUDGET
GENERAL FUND
SUMMARY OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

| Description | Actual FY 2009-10 | Budget FY 2010-11 | Proposed Amendment | Amended Budget FY 2010-11 |
|---------------------------------------|----------------------|----------------------|-----------------------|---------------------------------|
| BEGINNING FUND BALANCE: | | | | |
| Unreserved, Undesignated | \$ 3,911,173 | \$ 4,245,750 | \$ - | \$ 4,245,750 |
| Prior Yr Enc Voided in Current Yr | - | - | - | - |
| Prior Period Adjustment | - | - | - | - |
| Unreserved, Designated | 1,000,000 | 1,000,000 | - | 1,000,000 |
| TOTAL BEGINNING FUND BALANCE | \$ 4,911,173 | \$ 5,245,750 | \$ - | \$ 5,245,750 |
| REVENUES: | | | | |
| Taxes | \$ 10,617,629 | \$ 10,774,612 | \$ - | \$ 10,774,612 |
| Permits & Licenses | 239,555 | 191,074 | - | 191,074 |
| Charges for Services | 853,828 | 853,980 | - | 853,980 |
| Fines | 796,724 | 639,839 | - | 639,839 |
| Administrative Reimbursements | 1,250,500 | 1,250,500 | - | 1,250,500 |
| Miscellaneous Revenue | 379,056 | 429,859 | - | 429,859 |
| TOTAL REVENUES | \$ 14,137,292 | \$ 14,139,864 | \$ - | \$ 14,139,864 |
| TOTAL FUNDS AVAILABLE | \$ 19,048,465 | \$ 18,865,821 | \$ - | \$ 19,385,614 |
| EXPENDITURES: | | | | |
| City Council (21) | \$ 26,270 | \$ 38,966 | \$ - | \$ 38,966 |
| City Manager (22) | 257,379 | 244,342 | - | 244,342 |
| City Secretary (23) | 167,620 | 155,013 | - | 155,013 |
| City Attorney (24) | 78,679 | 83,271 | - | 83,271 |
| Finance (31) | 661,182 | 712,642 | - | 712,642 |
| Budget (32) | - | - | - | - |
| Human Resources (34) | 298,883 | 272,723 | - | 272,723 |
| Public Affairs Office (4250) | 100,007 | - | - | - |
| Information Systems (35) | 220,466 | 260,896 | - | 260,896 |
| Municipal Court (41) | 404,868 | 390,052 | - | 390,052 |
| Police-Admin (42) | 4,438,159 | 4,748,560 | 2,377 | 4,750,937 |
| Police-Services (4210) | - | - | - | - |
| Animal Control (43) | 204,999 | 214,821 | - | 214,821 |
| Fire/EMS (44) | 3,003,768 | 3,229,145 | - | 3,229,145 |
| Emergency Management (4420) | 2,267 | 5,449 | - | 5,449 |
| Engineering (51) | 185,187 | 137,855 | - | 137,855 |
| Street (53) | 631,542 | 567,690 | - | 567,690 |
| Fleet Services (55) | 260,029 | 220,958 | - | 220,958 |
| Facility Maintenance (57) | 99,994 | 76,565 | - | 76,565 |
| Planning (61) | 73,765 | 189,471 | - | 189,471 |
| Building Development (52) | 208,439 | 221,221 | - | 221,221 |
| Code & Health Compliance (72) | 179,677 | 190,636 | (2,377) | 188,259 |
| Parks and Leisure - Admin (54) | 968,038 | 1,024,843 | - | 1,024,843 |
| Parks and Leisure - Maintenance(5410) | - | - | - | - |
| Athletics (5420) | - | - | - | - |
| Aquatics (5430) | - | - | - | - |
| Special Events (5440) | - | - | - | - |
| Cemetery (5450) | - | - | - | - |
| Library (71) | 472,272 | 530,288 | - | 530,288 |
| Non-Departmental (75) | 555,954 | 742,376 | - | 742,376 |
| TOTAL OPERATING EXPENDITURES | \$ 13,499,444 | \$ 14,257,783 | \$ - | \$ 14,257,783 |
| OTHER EXPENDITURES: | | | | |
| Capital Outlay | 162,707 | \$ 104,516 | - | \$ 104,516 |
| Capital Lease Payments | 140,564 | 58,516 | - | 58,516 |
| Street Maintenance | - | 261,800 | - | 261,800 |
| Transfers Out | - | 39,889 | - | 39,889 |
| TOTAL OTHER EXPENDITURES | \$ 303,271 | \$ 464,721 | \$ - | \$ 464,721 |
| TOTAL EXPENDITURES | \$ 13,802,715 | \$ 14,722,504 | \$ - | \$ 14,722,504 |
| ENDING FUND BALANCE: | | | | |
| Unreserved, Undesignated | \$ 4,245,750 | \$ 3,663,110 | \$ - | \$ 3,663,110 |
| Unreserved, Designated | 1,000,000 | 1,000,000 | - | 1,000,000 |
| TOTAL ENDING FUND BALANCE | \$ 5,245,750 | \$ 4,663,110 | \$ - | \$ 4,663,110 |

NOTICE OF PUBLIC HEARING

On September 6, 2011, during a Regular City Council Meeting, the City Council of the City of Copperas Cove will hold a public hearing on the ordinances to amend the FY 2010-11 Annual Operating Budget for the City of Copperas Cove. The September 6, 2011 City Council Meeting will begin at 7:00 pm and will be held in the City Council Chambers at City Hall, 507 South Main Street, Copperas Cove, Texas 76522.

Operating Budget

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

| Fund | Revenue Appropriations Increase/(Decrease) | Expenditure Appropriations Increase/(Decrease) |
|--|--|--|
| General Fund | | |
| Police Department | | 2,377 |
| Code and Health Compliance | | (2,377) |
| 2003 Certificates of Obligation - Tax Supported | 4,000 | 4,000 |
| 2010 General Obligation - Tax Supported | 4,000 | |
| 2011 Contract Revenue & Limited Tax Bonds - Tax Supported | | |
| Interest Revenue | 1,278 | |
| Bond Proceeds | 39,000,000 | |
| Bond Discount or Premium | 289,641 | |
| SE Bypass Project | | 39,065,919 |
| Bond Issuance Cost | | 225,000 |
| Total 2011 Contract Rev & LTB - Tax Supported | 39,290,919 | 39,290,919 |
| 2011 General Obligation Bonds - Tax Supported | | |
| Interest Revenue | 179 | |
| Bond Proceeds | 5,490,000 | |
| Bond Discount or Premium | 71,770 | |
| SE Bypass Project | | 5,494,649 |
| Bond Issuance Cost | | 67,300 |
| Total 2011 General Obligation Bonds - Tax Suptd | 5,561,949 | 5,561,949 |

City Council Regular

H. 4.

Meeting Date: 09/06/2011

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

SUBJECT

Public hearing and action on an ordinance amending the 2010-2011 fiscal year budget. **Ryan D. Haverlah, Assistant Director of Financial Services/Budget Director**

BACKGROUND/HISTORY

The 2010-11 budget was adopted on September 7, 2010 and amended on February 1st, April 19th, July 19th, and August 2, 2011. According to Section 6.11(b)(1) of the Copperas Cove City Charter, in order for the City Council to amend the 2010-2011 budget it must first hold a public hearing on the proposed amendments. The Charter also provides a requirement that when fund balance is to be used to fund increases in expenditures that two public hearings be held. The proposed budget amendment will use fund balance in several funds and the first public hearing was held August 30th. Upon completion of the second public hearing, the charter requirement will be satisfied.

FINDINGS/CURRENT ACTIVITY

The General Fund requires increases in Finance and Police for prior year encumbrances in the amounts of \$8,817 and \$32,991, respectively. A transfer out to the 2001 Certificates of Obligation (CO) for tax supported projects will cover the negative fund balance in that fund and allow staff to close the fund. Fund balance will be utilized in the amount of \$41,991.

The Water and Sewer Fund requires revenue increases of \$150,750 for water sales and \$111,900 for sewer revenues based on higher consumption by customers. Expenditure budgets need to increase in the Wastewater Treatment Department for prior year encumbrances in the amount of \$16,040 and in Non-Departmental for credit card fees by \$12,395 due to high usage of credit cards. Principal and interest payments originally budgeted in the 2003 CO Water/Wastewater Fund must be paid from this fund due to insufficient fund balance in the 2003 CO bond fund. A transfer out to the 2009 Limited Tax Notes Water/Sewer Fund is required in the amount of \$18,917 and a transfer in of \$6 from the 2008A Limited Tax Notes Water/Sewer Fund will be budgeted and dedicated toward the payment of debt service. Use of fund balance will not be required since revenue increases are greater than expenditure increases.

The Recreation Activities Fund requires an increase in expenditures for a prior year encumbrance in the amount of \$11,024. This increase will require the use of fund balance.

The Drainage Utility Fund requires increases in expenditures for prior year encumbrances of \$10,500 for the Rolling Heights project and \$104,666 for the South 25th – 31st Streets project. After the budget amendment to reduce expenditures to the year-end projections, audit and communication expenditures were not projected and require an increase of \$7,549. These adjustments will require the use of fund balance in the amount of \$122,715.

The Debt Service Fund requires an increase of \$14,382 for the debt service payment on the 2008 CO. It was originally scheduled to be paid from the bond fund, but cash is not sufficient in the bond fund to cover the remaining projects and the debt service payment. This increase will use fund balance.

The Golf Course Fund requires revenue increases of \$3,000 and expenditure increases of \$1,500 for concessions.

The City-Wide Donations Fund requires an expenditure increase for the Library in the amount of \$345 and Keep Copperas Cove Beautiful in the amount of \$500. The increases will require the use of fund

balance.

The 2001 Certificates of Obligation – Capital Equipment/Improvements requires a transfer in from the General Fund in the amount of \$183 to cover the negative fund balance and allow staff to close the fund.

The 2003 Certificates of Obligation – Tax Supported requires a transfer out to the 2010 General Obligation (GO) Fund to cover a negative fund balance.

The 2003 Certificates of Obligation – Water/Wastewater requires a transfer in from the Water and Sewer Fund in the amount of \$189,191 to cover the negative fund balance and allow staff to close the fund.

The 2008A Limited Tax Notes – Water and Sewer requires a transfer out of \$6 to the Water and Sewer Fund to pay debt service.

The 2008A Limited Tax Notes – Drainage requires a reduction in budget of \$59,946 for the Martin Walker Study project, which is complete, an increase of \$60,000 to fund the Texas and Golf Course Road project, and a transfer out of \$111 to the 2009 GO Fund.

The 2009 Limited Tax Notes – Tax Supported requires a decrease of \$22,145 for Fire Apparatus, which is complete, and an increase of \$22,363 for trail improvements at South Park.

The 2009 Limited Tax Notes – Water and Sewer requires a transfer in of \$18,917 from the Water and Sewer Fund to cover the negative fund balance and allow staff to close the fund.

The 2009 General Obligation – Drainage requires a transfer in of \$111 from the 2008A Limited Tax Notes Fund to combine funding for drainage projects.

The 2009 General Obligation – Tax Supported requires an expenditure increase in the amount of \$116,007 for the drainage pond and fleet awning at the Police Department and expenditure decreases of \$119,945 and \$2,942 for the completed Lutheran Church Road project and bond issuance costs, respectively.

The 2010 General Obligation – Tax Supported requires a transfer in of \$1,309 from the 2003 CO Fund to cover the negative fund balance and allow staff to close the fund.

The 2010 Limited Tax Notes – Water and Sewer requires a reallocation of expenditures in the amount of \$189,191 from the Avenue F Reconstruction project to the 2003 CO through a transfer out to cover a negative fund balance in that fund.

ACTION OPTIONS/RECOMMENDATION

City staff recommends that the City Council hold a public hearing on Ordinance No. 2011-37, amending the fiscal year 2010-2011 Budget and approve the ordinance after the public hearing.

Fiscal Impact

Funds available Y/N?: Y

FINANCIAL IMPACT:

See attached ordinance and proposed amendments.

Attachments

Ordinance & Attachments

ORDINANCE NO. 2011-37

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

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

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

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

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

SECTION I.

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

SECTION II.

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

SECTION III.

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

SECTION IV.

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

PASSED, APPROVED AND ADOPTED this 6th day of September 2011, at a regular called meeting of the City Council of the City of Copperas Cove, Texas, which meeting was held in compliance with the Open Meetings Act, *Tex. Gov't Code* 551.001, et.seq., at which meeting a quorum was present and voting.

John Hull, Mayor

ATTEST:

Jane Lees, City Secretary

APPROVED AS TO FORM:

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

CITY OF COPPERAS COVE, TEXAS
FISCAL YEAR 2010-11 BUDGET
GENERAL FUND
SUMMARY OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

| Description | Actual FY 2009-10 | Budget FY 2010-11 | Proposed Amendment | Amended Budget FY 2010-11 |
|---------------------------------------|----------------------|----------------------|-----------------------|---------------------------------|
| BEGINNING FUND BALANCE: | | | | |
| Unreserved, Undesignated | \$ 3,911,173 | \$ 4,245,750 | \$ - | \$ 4,245,750 |
| Prior Yr Enc Voided in Current Yr | - | - | - | - |
| Prior Period Adjustment | - | - | - | - |
| Unreserved, Designated | 1,000,000 | 1,000,000 | - | 1,000,000 |
| TOTAL BEGINNING FUND BALANCE | \$ 4,911,173 | \$ 5,245,750 | \$ - | \$ 5,245,750 |
| REVENUES: | | | | |
| Taxes | \$ 10,617,629 | \$ 10,774,612 | \$ - | \$ 10,774,612 |
| Permits & Licenses | 239,555 | 191,074 | - | 191,074 |
| Charges for Services | 853,828 | 853,980 | - | 853,980 |
| Fines | 796,724 | 639,839 | - | 639,839 |
| Administrative Reimbursements | 1,250,500 | 1,250,500 | - | 1,250,500 |
| Miscellaneous Revenue | 379,056 | 429,859 | - | 429,859 |
| TOTAL REVENUES | \$ 14,137,292 | \$ 14,139,864 | \$ - | \$ 14,139,864 |
| TOTAL FUNDS AVAILABLE | \$ 19,048,465 | \$ 18,865,821 | \$ - | \$ 19,385,614 |
| EXPENDITURES: | | | | |
| City Council (21) | \$ 26,270 | \$ 38,966 | \$ - | \$ 38,966 |
| City Manager (22) | 257,379 | 244,342 | - | 244,342 |
| City Secretary (23) | 167,620 | 155,013 | - | 155,013 |
| City Attorney (24) | 78,679 | 83,271 | - | 83,271 |
| Finance (31) | 661,182 | 703,825 | 8,817 | 712,642 |
| Budget (32) | - | - | - | - |
| Human Resources (34) | 298,883 | 272,723 | - | 272,723 |
| Public Affairs Office (4250) | 100,007 | - | - | - |
| Information Systems (35) | 220,466 | 260,896 | - | 260,896 |
| Municipal Court (41) | 404,868 | 390,052 | - | 390,052 |
| Police-Admin (42) | 4,438,159 | 4,715,569 | 32,991 | 4,748,560 |
| Police-Services (4210) | - | - | - | - |
| Animal Control (43) | 204,999 | 214,821 | - | 214,821 |
| Fire/EMS (44) | 3,003,768 | 3,229,145 | - | 3,229,145 |
| Emergency Management (4420) | 2,267 | 5,449 | - | 5,449 |
| Engineering (51) | 185,187 | 137,855 | - | 137,855 |
| Street (53) | 631,542 | 567,690 | - | 567,690 |
| Fleet Services (55) | 260,029 | 220,958 | - | 220,958 |
| Facility Maintenance (57) | 99,994 | 76,565 | - | 76,565 |
| Planning (61) | 73,765 | 189,471 | - | 189,471 |
| Building Development (52) | 208,439 | 221,221 | - | 221,221 |
| Code & Health Compliance (72) | 179,677 | 190,636 | - | 190,636 |
| Parks and Leisure - Admin (54) | 968,038 | 1,024,843 | - | 1,024,843 |
| Parks and Leisure - Maintenance(5410) | - | - | - | - |
| Athletics (5420) | - | - | - | - |
| Aquatics (5430) | - | - | - | - |
| Special Events (5440) | - | - | - | - |
| Cemetery (5450) | - | - | - | - |
| Library (71) | 472,272 | 530,288 | - | 530,288 |
| Non-Departmental (75) | 555,954 | 742,193 | 183 | 742,376 |
| TOTAL OPERATING EXPENDITURES | \$ 13,499,444 | \$ 14,215,792 | \$ 41,991 | \$ 14,257,783 |
| OTHER EXPENDITURES: | | | | |
| Capital Outlay | 162,707 | \$ 104,516 | - | \$ 104,516 |
| Capital Lease Payments | 140,564 | 58,516 | - | 58,516 |
| Street Maintenance | - | 261,800 | - | 261,800 |
| Transfers Out | - | 39,889 | - | 39,889 |
| TOTAL OTHER EXPENDITURES | \$ 303,271 | \$ 464,721 | \$ - | \$ 464,721 |
| TOTAL EXPENDITURES | \$ 13,802,715 | \$ 14,680,513 | \$ 41,991 | \$ 14,722,504 |
| ENDING FUND BALANCE: | | | | |
| Unreserved, Undesignated | \$ 4,245,750 | \$ 3,705,101 | \$ (41,991) | \$ 3,663,110 |
| Unreserved, Designated | 1,000,000 | 1,000,000 | - | 1,000,000 |
| TOTAL ENDING FUND BALANCE | \$ 5,245,750 | \$ 4,705,101 | \$ (41,991) | \$ 4,663,110 |

**CITY OF COPPERAS COVE
FISCAL YEAR 2010-11 BUDGET
WATER & SEWER FUND**

SUMMARY OF REVENUES, EXPENSES AND CHANGES IN FUND BALANCE

| Description | Actual FY 2009-10 | Budget FY 2010-11 | Proposed Amendment | Amended Budget FY 2010-11 |
|-------------------------------------|----------------------|----------------------|-----------------------|---------------------------------|
| BEGINNING FUND BALANCE: | | | | |
| Unreserved, Undesignated | \$ 2,089,155 | \$ 2,218,541 | \$ - | \$ 2,218,541 |
| Prior Yr Enc Voided in Current Yr | - | - | - | - |
| Prior Period Adjustment | - | - | - | - |
| TOTAL BEGINNING FUND BALANCE | \$ 2,089,155 | \$ 2,218,541 | \$ - | \$ 2,218,541 |
| Water Revenue | \$ 4,745,557 | \$ 5,025,000 | \$ 150,750 | \$ 5,175,750 |
| Sewer Revenue | 3,775,039 | 3,730,000 | 111,900 | 3,841,900 |
| Senior Citizen Discount | (143,484) | (142,000) | - | (142,000) |
| Water Tap Fees | 83,567 | 60,000 | - | 60,000 |
| Sewer Tap Fees | 18,150 | 14,000 | - | 14,000 |
| Connect Fee | 62,810 | 58,000 | - | 58,000 |
| Meter Box Reset Fee | - | - | - | - |
| Composting Sales Revenue | 17,622 | 16,000 | - | 16,000 |
| Subtotal | <u>\$ 8,559,262</u> | <u>\$ 8,761,000</u> | <u>\$ 262,650</u> | <u>\$ 9,023,650</u> |
| Admin Reimb-Drainage | \$ 20,000 | \$ 20,000 | \$ - | \$ 20,000 |
| Transfer from Bond Funds | 300,000 | - | 6 | 6 |
| Interest Revenue | 6,949 | 6,000 | - | 6,000 |
| Late Charge For Billing | 297,500 | 280,000 | - | 280,000 |
| Miscellaneous Revenues | 43,861 | 50,000 | - | 50,000 |
| Insurance Proceeds | 430 | 1,000 | - | 1,000 |
| Riser Forfeiture Revenue | 870 | 1,300 | - | 1,300 |
| Reimbursements | - | 1,398 | - | 1,398 |
| Auction Proceeds | - | 2,000 | - | 2,000 |
| Subtotal | <u>\$ 669,611</u> | <u>\$ 361,698</u> | <u>\$ 6</u> | <u>\$ 361,704</u> |
| TOTAL REVENUE | \$ 9,228,873 | \$ 9,122,698 | \$ 262,656 | \$ 9,385,354 |
| TOTAL FUNDS AVAILABLE | \$ 11,318,028 | \$ 11,341,239 | \$ 262,656 | \$ 11,603,895 |
| OPERATING EXPENSES: | | | | |
| Public Works (80) | \$ 175,969 | \$ 337,932 | \$ - | \$ 337,932 |
| Utility Administration (81) | 555,385 | 574,876 | - | 574,876 |
| Water Distribution (82) | 1,226,165 | 1,325,301 | - | 1,325,301 |
| Sewer Collection (83) | 454,755 | 499,820 | - | 499,820 |
| Wastewater Treatment (84) | 1,174,216 | 1,095,529 | 16,040 | 1,111,569 |
| Composting (84-01) ¹ | 172,480 | 185,510 | - | 185,510 |
| Non-Departmental (85) | 2,897,763 | 2,986,841 | 12,395 | 2,999,236 |
| TOTAL OPERATING EXPENSES | \$ 6,656,734 | \$ 7,005,809 | \$ 28,435 | \$ 7,034,244 |
| OTHER EXPENSES: | | | | |
| Capital Outlay | \$ 26,426 | \$ - | \$ - | \$ - |
| Capital Lease Payments | 55,317 | 45,688 | - | 45,688 |
| Principal & Int Debt Pymts | 2,436,684 | 3,387,743 | - | 3,387,743 |
| Principal & Int Pymts in Bond Funds | (83,596) | (373,683) | 205,026 | (168,657) |
| Transfer to Bond Funds | - | 55,000 | 18,917 | 73,917 |
| TOTAL OTHER EXPENSES | \$ 2,434,830 | \$ 3,114,748 | \$ 223,943 | \$ 3,338,691 |
| TOTAL EXPENSES | \$ 9,091,566 | \$ 10,120,557 | \$ 252,378 | \$ 10,372,935 |
| ENDING FUND BALANCE: | | | | |
| Unreserved, Undesignated | \$ 2,226,463 | \$ 1,220,682 | \$ 10,278 | \$ 1,230,960 |
| TOTAL ENDING FUND BALANCE | \$ 2,226,463 | \$ 1,220,682 | \$ 10,278 | \$ 1,230,960 |

**CITY OF COPPERAS COVE
FISCAL YEAR 2010-11 BUDGET
SOLID WASTE FUND**

SUMMARY OF REVENUES, EXPENSES AND CHANGES IN FUND BALANCE

| Description | Actual FY 2009-10 | Budget FY 2010-11 | Proposed Amendment | Amended Budget FY 2010-11 |
|---|----------------------|----------------------|-----------------------|---------------------------------|
| BEGINNING FUND BALANCE: | | | | |
| Unreserved, Undesignated | \$ 721,390 | \$ 806,954 | \$ - | \$ 806,954 |
| Prior Yr Enc Voided in Current Yr | - | | | |
| Prior Period Adjustment | - | - | - | - |
| TOTAL BEGINNING FUND BALANCE | <u>\$ 721,390</u> | <u>\$ 806,954</u> | <u>\$ -</u> | <u>\$ 806,954</u> |
| REVENUES: | | | | |
| Refuse Collection Fees | \$ 2,538,532 | \$ 2,564,538 | \$ - | \$ 2,564,538 |
| Senior Discount | (42,325) | (42,828) | - | (42,828) |
| Sanitary Landfill Fees | 336,267 | 300,000 | - | 300,000 |
| Recycling Proceeds | 35,973 | 31,619 | - | 31,619 |
| Sale of Kraft Bags | 8,345 | 10,041 | - | 10,041 |
| Sale of Scrap Metal | 13,007 | 14,200 | - | 14,200 |
| Commercial Reload/Overloan Fees | 2,739 | 10,000 | - | 10,000 |
| Return Service/Overload/Excess | 7,413 | 1,908 | - | 1,908 |
| Auto-Lid Locks | 871 | 850 | - | 850 |
| Rear Load Dumpster Rental | 2,311 | 1,500 | - | 1,500 |
| Roll-Off Rental Income | 19,254 | 20,000 | - | 20,000 |
| Bulky/White Goods Collection | 2,998 | 1,200 | - | 1,200 |
| Container Removal from Curb | 563 | 500 | - | 500 |
| Miscellaneous Solid Waste Fees | - | - | - | - |
| Subtotal | <u>\$ 2,925,947</u> | <u>\$ 2,913,528</u> | <u>\$ -</u> | <u>\$ 2,913,528</u> |
| Interest Revenue | \$ 1,791 | \$ 1,700 | \$ - | \$ 1,700 |
| Late Charge For Billing | 149,002 | 130,000 | - | 130,000 |
| Auction Proceeds | 15,827 | - | - | - |
| Miscellaneous Revenues | 1,316 | 1,500 | - | 1,500 |
| Subtotal | <u>\$ 167,936</u> | <u>\$ 133,200</u> | <u>\$ -</u> | <u>\$ 133,200</u> |
| TOTAL REVENUES | <u>\$ 3,093,883</u> | <u>\$ 3,046,728</u> | <u>\$ -</u> | <u>\$ 3,046,728</u> |
| TOTAL FUNDS AVAILABLE | <u>\$ 3,815,273</u> | <u>\$ 3,853,682</u> | <u>\$ -</u> | <u>\$ 3,853,682</u> |
| OPERATING EXPENSES: | | | | |
| Solid Waste Operations (90) | \$ 220,617 | \$ 217,795 | \$ - | \$ 217,795 |
| Solid Waste Collection - Residential (91-01) | 223,324 | 286,238 | - | 286,238 |
| Solid Waste Collection - Recycling (91-02) | 112,781 | 129,272 | - | 129,272 |
| Solid Waste Collection - Brush (91-03) ¹ | 111,456 | 123,734 | - | 123,734 |
| Solid Waste Collection - Commercial (91-04) | 167,998 | 197,002 | - | 197,002 |
| Solid Waste Collection - KCCB (91-05) | 23,426 | 23,212 | - | 23,212 |
| Solid Waste Disposal (92) | 1,131,849 | 1,201,534 | - | 1,201,534 |
| Non-Departmental (95) | 500,933 | 501,893 | - | 501,893 |
| TOTAL OPERATING EXPENSES | <u>\$ 2,492,385</u> | <u>\$ 2,680,680</u> | <u>\$ -</u> | <u>\$ 2,680,680</u> |
| OTHER EXPENSES: | | | | |
| Capital Improvement Projects | \$ - | \$ - | \$ - | \$ - |
| Capital Outlay | - | - | - | - |
| Capital Lease Payments | 267,226 | 159,133 | - | 159,133 |
| Principal & Int Debt Pymts | 106,253 | 147,192 | - | 147,192 |
| TOTAL OTHER EXPENSES | <u>\$ 373,479</u> | <u>\$ 306,325</u> | <u>\$ -</u> | <u>\$ 306,325</u> |
| TOTAL EXPENSES | <u>\$ 2,865,862</u> | <u>\$ 2,987,005</u> | <u>\$ -</u> | <u>\$ 2,987,005</u> |
| ENDING FUND BALANCE: | | | | |
| Unreserved, Undesignated | <u>\$ 949,411</u> | <u>\$ 866,677</u> | <u>\$ -</u> | <u>\$ 866,677</u> |
| TOTAL ENDING FUND BALANCE | <u>\$ 949,411</u> | <u>\$ 866,677</u> | <u>\$ -</u> | <u>\$ 866,677</u> |

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

| Account | Description | Actual FY 2009-10 | Budget FY 2010-11 | Proposed Amendment | Amended Budget FY 2010-11 |
|-------------------------------------|-----------------------------------|----------------------|----------------------|-----------------------|---------------------------------|
| BEGINNING FUND BALANCE: | | | | | |
| | Unreserved, Undesignated | \$ 105,104 | \$ 44,822 | \$ - | \$ 44,822 |
| | Prior Yr Enc Voided in Current Yr | - | - | - | - |
| | Prior Period Adjustment | - | - | - | - |
| TOTAL BEGINNING FUND BALANCE | | \$ 105,104 | \$ 44,822 | \$ - | \$ 44,822 |
| Revenues | | | | | |
| 04-340-1002 | Football Revenue | \$ 21,146 | \$ 25,500 | \$ - | \$ 25,500 |
| 04-340-1004 | Basketball Fees | 17,398 | 19,451 | - | 19,451 |
| 04-340-1005 | Volleyball Entry Fees | - | 4,480 | - | 4,480 |
| 04-340-1006 | Baseball/Softball Fees-Youth | 46,135 | 43,500 | - | 43,500 |
| 04-340-1007 | Adult Softball Fees | 2,665 | 4,500 | - | 4,500 |
| 04-340-1008 | Soccer Fees | 37,631 | 38,285 | - | 38,285 |
| 04-340-1012 | Special Events Revenue | 792 | 1,825 | - | 1,825 |
| 04-340-1015 | Concession Sales | 10,588 | 18,000 | - | 18,000 |
| 04-340-1016 | Flag Football Fees | 9,383 | 16,450 | - | 16,450 |
| 04-340-1020 | Summer Camp Registration | 30,030 | 39,060 | - | 39,060 |
| 04-340-1030 | Recreation Classes Revenue | 3,656 | 3,850 | - | 3,850 |
| 04-340-1040 | Start Smart Revenue | 560 | 3,080 | - | 3,080 |
| 04-340-1060 | Cheerleader Revenue | 2,955 | 3,025 | - | 3,025 |
| 04-340-1400 | Swimming Lessons | 13,130 | 15,000 | - | 15,000 |
| 04-360-5001 | Transfer from General Fund | - | 7,234 | - | 7,234 |
| 04-370-6001 | Interest Revenue | 182 | 50 | - | 50 |
| 04-390-6005 | Miscellaneous Revenue | 107 | - | - | - |
| TOTAL REVENUES | | \$ 196,356 | \$ 243,290 | \$ - | \$ 243,290 |
| TOTAL FUNDS AVAILABLE | | \$ 301,460 | \$ 288,112 | \$ - | \$ 288,112 |
| Expenditures | | | | | |
| 04-4310-5400-1XXX | Personnel Services | \$ 78,646 | \$ 96,303 | \$ - | \$ 96,303 |
| 04-4310-5400-2000 | Supplies | 8 | - | - | - |
| 04-4310-5400-2001 | Football Program Costs | 24,402 | 17,000 | - | 17,000 |
| 04-4310-5400-2002 | Special Events Expense | 2,533 | 2,750 | - | 2,750 |
| 04-4310-5400-2004 | Basketball Program Costs | 14,786 | 15,255 | - | 15,255 |
| 04-4310-5400-2005 | Aquatics Costs | 2,757 | 5,300 | - | 5,300 |
| 04-4310-5400-2007 | Baseball Program Costs | 40,551 | 37,500 | - | 37,500 |
| 04-4310-5400-2008 | Adult Softball | 1,566 | 3,500 | - | 3,500 |
| 04-4310-5400-2009 | Soccer Program Costs | 26,243 | 29,475 | - | 29,475 |
| 04-4310-5400-2010 | Day Camp | 8,914 | 16,250 | - | 16,250 |
| 04-4310-5400-2013 | Volleyball Expense | - | 4,050 | - | 4,050 |
| 04-4310-5400-2015 | Recreation Classes Costs | 304 | 3,360 | - | 3,360 |
| 04-4310-5400-2017 | Flag Football Expenses | 7,696 | 10,500 | - | 10,500 |
| 04-4310-5400-2018 | Youth Softball | - | - | - | - |
| 04-4310-5400-2019 | Cheerleader Expense | 2,697 | 2,280 | - | 2,280 |
| 04-4310-5400-2030 | Office Supplies | - | 500 | - | 500 |
| 04-4310-5400-2035 | Cleaning Supplies | - | 1,000 | - | 1,000 |
| 04-4310-5400-2040 | Printing Costs | - | 1,500 | - | 1,500 |
| 04-4310-5400-2065 | Field/Shop Supplies | - | 500 | - | 500 |
| 04-4310-5400-2100 | Computer Supplies | - | 164 | - | 164 |
| 04-4310-5400-2200 | Postage | - | 100 | - | 100 |
| 04-4310-5400-2600 | Chemicals | - | 500 | - | 500 |
| 04-4310-5400-4200 | Repairs & Maint. - Facilities | 329 | 2,948 | - | 2,948 |
| 04-4310-5400-4400 | Repairs & Maint. - Equipment | 439 | 480 | - | 480 |
| 04-4310-5400-4600 | Repairs & Maint. - Software | - | 1,500 | - | 1,500 |

CITY OF COPPERAS COVE
FISCAL YEAR 2010-11 BUDGET
RECREATION ACTIVITIES FUND
SUMMARY OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

| Account | Description | Actual FY 2009-10 | Budget FY 2010-11 | Proposed Amendment | Amended Budget FY 2010-11 |
|---------------------------------|-------------------------------|----------------------|----------------------|-----------------------|---------------------------------|
| Expenditures (Continued) | | | | | |
| 04-4310-5400-6012 | Consulting Fees | 19,573 | - | 11,024 | 11,024 |
| 04-4310-5400-6015 | Credit Card Fees | - | 7,000 | - | 7,000 |
| 04-4310-5400-6100 | Advertising | 1,908 | 2,050 | - | 2,050 |
| 04-4310-5400-6200 | Communication | 1,090 | 900 | - | 900 |
| 04-4310-5400-6400 | Dues & Subscriptions | - | 300 | - | 300 |
| 04-4310-5400-6600 | Professional Development | 1,790 | 2,700 | - | 2,700 |
| 04-4310-5400-6650 | Coaches Certification Expense | - | - | - | - |
| 04-4310-5400-6700 | Uniforms | 363 | 400 | - | 400 |
| 04-4310-5400-7200 | CCISD Admin Reimbursement | - | - | - | - |
| 04-4310-5400-7300 | Cost of Goods-Food & Bev | 8,177 | 10,000 | - | 10,000 |
| Subtotal | | <u>\$ 244,771</u> | <u>\$ 276,065</u> | <u>\$ 11,024</u> | <u>\$ 287,089</u> |
| TOTAL EXPENDITURES | | <u>\$ 244,771</u> | <u>\$ 276,065</u> | <u>\$ 11,024</u> | <u>\$ 287,089</u> |
| ENDING FUND BALANCE | | <u>\$ 56,689</u> | <u>\$ 12,047</u> | <u>\$ (11,024)</u> | <u>\$ 1,023</u> |

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

| Account | Description | Actual FY 2009-10 | Budget FY 2010-11 | Proposed Amendment | Amended Budget FY 2010-11 |
|-------------------------------------|-----------------------------------|----------------------|----------------------|-----------------------|---------------------------------|
| BEGINNING FUND BALANCE: | | | | | |
| | Unreserved, Undesignated | \$ 599,158 | \$ 467,888 | \$ - | \$ 467,888 |
| | Prior Yr Enc Voided in Current Yr | - | - | - | - |
| | Prior Period Adjustment | - | - | - | - |
| TOTAL BEGINNING FUND BALANCE | | <u>\$ 599,158</u> | <u>\$ 467,888</u> | <u>\$ -</u> | <u>\$ 467,888</u> |
| REVENUES | | | | | |
| 05-340-1020 | Drainage Utility Fee | \$ 870,377 | \$ 875,000 | \$ - | \$ 875,000 |
| Subtotal | | <u>\$ 870,377</u> | <u>\$ 875,000</u> | <u>\$ -</u> | <u>\$ 875,000</u> |
| Other Revenue | | | | | |
| 05-390-6005 | Miscellaneous Revenues | \$ - | \$ - | \$ - | \$ - |
| 05-370-6001 | Interest Revenue | 1,589 | 1,400 | - | 1,400 |
| 05-392-1001 | Auction Proceeds | - | - | - | - |
| Subtotal | | <u>\$ 1,589</u> | <u>\$ 1,400</u> | <u>\$ -</u> | <u>\$ 1,400</u> |
| TOTAL REVENUES | | <u>\$ 871,966</u> | <u>\$ 876,400</u> | <u>\$ -</u> | <u>\$ 876,400</u> |
| TOTAL FUNDS AVAILABLE | | <u>\$ 1,471,124</u> | <u>\$ 1,344,288</u> | <u>\$ -</u> | <u>\$ 1,344,288</u> |
| OPERATING EXPENDITURES | | | | | |
| | Drainage | \$ 334,675 | \$ 280,947 | \$ 10,500 | \$ 291,447 |
| | Non-Departmental | 109,125 | 1,460 | 7,549 | 9,009 |
| TOTAL OPERATING EXPENDITURES | | <u>\$ 443,798</u> | <u>\$ 282,407</u> | <u>\$ 18,049</u> | <u>\$ 300,456</u> |
| OTHER EXPENDITURES | | | | | |
| | Capital Improvement Projects | \$ 72,911 | \$ 199,054 | \$ 104,666 | \$ 303,720 |
| | Capital Outlay | - | 20,949 | - | 20,949 |
| | Capital Lease Payments | - | 1,492 | - | 1,492 |
| | Principal & Int Debt Pymts | 311,233 | 222,559 | - | 222,559 |
| TOTAL OTHER EXPENDITURES | | <u>\$ 384,144</u> | <u>\$ 444,054</u> | <u>\$ 104,666</u> | <u>\$ 548,720</u> |
| TOTAL EXPENDITURES | | <u>\$ 827,944</u> | <u>\$ 726,461</u> | <u>\$ 122,715</u> | <u>\$ 849,176</u> |
| ENDING FUND BALANCE | | | | | |
| | Unreserved, Undesignated | \$ 643,179 | \$ 617,827 | \$ (122,715) | \$ 495,112 |
| TOTAL ENDING FUND BALANCE | | <u>\$ 643,179</u> | <u>\$ 617,827</u> | <u>\$ (122,715)</u> | <u>\$ 495,112</u> |

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

| Account | Description | Actual FY 2009-10 | Budget FY 2010-11 | Proposed Amendment | Amended Budget FY 2010-11 |
|-------------------------------------|--|----------------------|----------------------|-----------------------|---------------------------------|
| BEGINNING FUND BALANCE: | | | | | |
| | Unreserved, Undesignated | \$ 424,489 | \$ 326,868 | \$ - | \$ 326,868 |
| | Prior Period Adjustment | - | - | - | - |
| TOTAL BEGINNING FUND BALANCE | | <u>\$ 424,489</u> | <u>\$ 326,868</u> | <u>\$ -</u> | <u>\$ 326,868</u> |
| REVENUES | | | | | |
| 07-310-1001 | Ad Valorem Taxes | \$ 1,768,772 | \$ 1,960,000 | \$ - | \$ 1,960,000 |
| 07-310-1002 | Delinquent Ad Valorem Taxes | 16,768 | 14,000 | - | 14,000 |
| 07-310-1003 | Penalty & Interest | 13,732 | 13,000 | - | 13,000 |
| 07-360-5044 | Transfer from 1994 Fire GO Fund | - | - | - | - |
| 07-360-5046 | Transfer from Library Contrib. | - | - | - | - |
| 07-360-5050 | Transfer from 97 CO GC Phase 2 | - | - | - | - |
| 07-360-5094 | Transfer from 1998 GO Bond | - | - | - | - |
| 07-370-6001 | Interest Revenue | 2,323 | 3,000 | - | 3,000 |
| 07-370-6002 | Accrued Interest Revenue | 20,684 | - | - | - |
| 07-390-6005 | Miscellaneous Revenue | - | - | - | - |
| 07-390-6008 | Other Financing Sources | - | 2,918,827 | - | 2,918,827 |
| TOTAL REVENUES | | <u>\$ 1,822,278</u> | <u>\$ 4,908,827</u> | <u>\$ -</u> | <u>\$ 4,908,827</u> |
| TOTAL FUNDS AVAILABLE | | <u>\$ 2,246,767</u> | <u>\$ 5,235,695</u> | <u>\$ -</u> | <u>\$ 5,235,695</u> |
| EXPENDITURES | | | | | |
| 4701-0700-2218 | Principal (Aug)-'98 GO | \$ 75,000 | \$ - | \$ - | \$ - |
| 4701-0700-2219 | Principal (Aug)-'99C/O | - | - | - | - |
| 4701-0700-2220 | Principal (Aug)-'01C/O | 105,000 | 110,000 | - | 110,000 |
| 4701-0700-2225 | Principal '03 C/O | 70,000 | 65,000 | - | 65,000 |
| 4701-0700-2226 | Principal Refunding C/O | 394,037 | 9,000 | - | 9,000 |
| 4701-0700-2227 | Principal (Aug) Ref '06 C/O | 1,000 | 418,932 | - | 418,932 |
| 4701-0700-2228 | Principal '06 Tax Notes | 160,000 | 165,000 | - | 165,000 |
| 4701-0700-2229 | Principal '07 C/O | 5,000 | 20,000 | - | 20,000 |
| 4701-0700-2230 | Principal '07 C/O Refunding | 6,000 | 6,000 | - | 6,000 |
| 4701-0700-2231 | Principal '08 Tax Notes | 130,000 | 10,000 | - | 10,000 |
| 4701-0700-2232 | Principal '08A Tax Notes | 40,000 | 110,000 | - | 110,000 |
| 4701-0700-2233 | Principal '09 GO | 25,000 | 45,000 | - | 45,000 |
| 4701-0700-2234 | Principal '09 Tax Notes | 50,000 | 50,000 | - | 50,000 |
| 4701-0700-2235 | Principal '10 GO | - | - | - | - |
| 4701-0700-2236 | Principal '10 Tax Notes | - | - | - | - |
| 4701-0700-2237 | Principal '10 Refunding | - | 205,425 | - | 205,425 |
| 4701-0700-2238 | Principal '10A Tax Notes | - | 125,000 | - | 125,000 |
| 4701-0700-2241 | Principal '11 Tax Notes | - | - | - | - |
| 4701-0700-2318 | Interest (Fb/Ag)-'98 GO | 14,435 | - | - | - |
| 4701-0700-2320 | Interest (Fb/Ag)-'01 C/O | 13,272 | 4,725 | - | 4,725 |
| 4701-0700-2325 | Interest '03 C/O | 112,632 | 53,637 | - | 53,637 |
| 4701-0700-2326 | Interest Refunding C/O '06 | 37,422 | 37,384 | - | 37,384 |
| 4701-0700-2327 | Interest Refunding C/O | 76,139 | 61,738 | - | 61,738 |
| 4701-0700-2328 | Interest '06 Tax Notes | 26,566 | 20,247 | - | 20,247 |
| 4701-0700-2329 | Interest '07 Proposed C/O Bond | 208,028 | 207,835 | - | 207,835 |
| 4701-0700-2330 | Interest '07 C/O Refund | 54,312 | 54,077 | - | 54,077 |
| 4701-0700-2331 | Interest '08 Tax Notes | 34,998 | - | 14,382 | 14,382 |
| 4701-0700-2332 | Interest '08A Tax Notes | 37,364 | 35,920 | - | 35,920 |
| 4701-0700-2333 | Interest '09 GO | 207,175 | 206,425 | - | 206,425 |
| 4701-0700-2334 | Interest '09 Tax Notes | 16,819 | 15,819 | - | 15,819 |
| 4701-0700-2335 | Interest '10 GO | - | 72,130 | - | 72,130 |
| 4701-0700-2336 | Interest '10 Tax Notes | - | 21,420 | - | 21,420 |
| 4701-0700-2337 | Interest '10 Refunding | - | 38,540 | - | 38,540 |
| 4701-0700-2338 | Interest '10A Tax Notes | - | 20,843 | - | 20,843 |
| 4701-0700-2339 | Interest '11 Rev & Tax Bond ² | - | 923,346 | - | 923,346 |
| 4701-0700-2340 | Interest '11 GO Bonds ² | - | 141,216 | - | 141,216 |
| 4701-0700-2341 | Interest '11 Tax Notes | - | - | - | - |
| 4701-0700-2401 | Bond Paying Agent Fees | 900 | (2,770) | - | (2,770) |
| 4701-0700-6014 | Arbitrage Rebate Service | - | 12,800 | - | 12,800 |
| 4701-0700-6016 | Arbitrage Rebate | - | - | - | - |
| TOTAL EXPENDITURES | | <u>\$ 1,901,098</u> | <u>\$ 3,264,689</u> | <u>\$ 14,382</u> | <u>\$ 3,279,071</u> |
| TOTAL ENDING FUND BALANCE | | <u>\$ 345,669</u> | <u>\$ 1,971,006</u> | <u>\$ (14,382)</u> | <u>\$ 1,956,624</u> |

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

| Description | Actual FY 2009-10 | Budget FY 2010-11 | Proposed Amendment | Amended Budget FY 2010-11 |
|-------------------------------------|----------------------|----------------------|-----------------------|---------------------------------|
| BEGINNING FUND BALANCE: | | | | |
| Unreserved, Undesignated | \$ (162,922) | \$ (130,913) | \$ - | \$ (130,913) |
| Prior Yr Enc Voided in Current Yr | - | - | - | - |
| Prior Period Adjustment | - | - | - | - |
| TOTAL BEGINNING FUND BALANCE | <u>\$ (162,922)</u> | <u>\$ (130,913)</u> | <u>\$ -</u> | <u>\$ (130,913)</u> |
| REVENUES: | | | | |
| Swimming Pool Receipts | \$ 381 | \$ 500 | \$ - | \$ 500 |
| Green Fees | 96,418 | 120,000 | - | 120,000 |
| Cart Rental Fees | 103,556 | 120,000 | - | 120,000 |
| Membership Dues | 65,070 | 85,000 | - | 85,000 |
| Tournament-Green Fees | 11,589 | 12,000 | - | 12,000 |
| Tournament-Cart Fees | 2,291 | 750 | - | 750 |
| Tournament Fees | - | 1,000 | - | 1,000 |
| Cart Storage Fees | 38,027 | 41,000 | - | 41,000 |
| Trail Fees | 15,673 | 15,000 | - | 15,000 |
| Pro Shop Sales | 37,138 | 40,000 | - | 40,000 |
| Facility Rental Income | 3,145 | 7,800 | - | 7,800 |
| Driving Range Fees | 22,839 | 22,000 | - | 22,000 |
| Snack Bar Revenue-Food & Beverage | 15,457 | 165 | 3,000 | 3,165 |
| Food & Beverage (Non-Tax) | 606 | 2,200 | - | 2,200 |
| Snack Bar Revenue-Alcohol Sale | 11,389 | 18,000 | - | 18,000 |
| Miscellaneous Revenue | 83 | 40 | - | 40 |
| Auction Proceeds | 350 | - | - | - |
| Transfer from General Fund | - | - | - | - |
| Special Green Fees | 14,031 | 15,600 | - | 15,600 |
| Special Lunch | - | - | - | - |
| Golf Lesson Revenue | 1,767 | 2,500 | - | 2,500 |
| TOTAL REVENUES | <u>\$ 439,809</u> | <u>\$ 503,555</u> | <u>\$ 3,000</u> | <u>\$ 506,555</u> |
| TOTAL FUNDS AVAILABLE | <u>\$ 276,886</u> | <u>\$ 372,642</u> | <u>\$ 3,000</u> | <u>\$ 375,642</u> |
| OPERATING EXPENSES: | | | | |
| Golf Course - Operations | \$ 188,863 | \$ 204,245 | \$ 1,500 | \$ 205,745 |
| Golf Course - Concessions | 22,472 | - | - | - |
| Golf Course - Maintenance | 315,631 | 292,955 | - | 292,955 |
| TOTAL OPERATING EXPENSES | <u>\$ 526,967</u> | <u>\$ 497,200</u> | <u>\$ 1,500</u> | <u>\$ 498,700</u> |
| OTHER EXPENSES: | | | | |
| Capital Outlay | \$ - | \$ - | \$ - | \$ - |
| Capital Lease Payments | - | 31,768 | - | 31,768 |
| Principal & Int Debt Pymts | 22,708 | 22,002 | - | 22,002 |
| Principal & Int Pymts in Bond Funds | (10,973) | - | - | - |
| TOTAL OTHER EXPENSES | <u>\$ 11,735</u> | <u>\$ 53,770</u> | <u>\$ -</u> | <u>\$ 53,770</u> |
| TOTAL EXPENSES | <u>\$ 538,701</u> | <u>\$ 550,970</u> | <u>\$ 1,500</u> | <u>\$ 552,470</u> |
| ENDING FUND BALANCE: | | | | |
| Unreserved, Undesignated | \$ (261,814) | \$ (178,328) | \$ 1,500 | \$ (176,828) |
| TOTAL ENDING FUND BALANCE | <u>\$ (261,814)</u> | <u>\$ (178,328)</u> | <u>\$ 1,500</u> | <u>\$ (176,828)</u> |

**CITY OF COPPERAS COVE
FISCAL YEAR 2010-11 BUDGET
CITY WIDE DONATIONS FUND 20
SUMMARY OF REVENUES, EXPENSES AND CHANGES IN FUND BALANCE**

| Description | Actual FY 2009-10 | Budget FY 2010-11 | Proposed Amendment | Amended Budget FY 2010-11 |
|-------------------------------------|----------------------|----------------------|-----------------------|---------------------------------|
| BEGINNING FUND BALANCE: | | | | |
| Unreserved, Undesignated | \$ 61,296 | \$ 65,128 | \$ - | \$ 65,128 |
| Prior Period Adjustment | - | - | - | - |
| TOTAL BEGINNING FUND BALANCE | <u>\$ 61,296</u> | <u>\$ 65,128</u> | <u>\$ -</u> | <u>\$ 65,128</u> |
| REVENUES | | | | |
| Interest Revenue | \$ 82 | \$ 25 | \$ - | \$ 25 |
| Parks & Recreation Donations | 10,037 | 4,453 | - | 4,453 |
| Library Donations | 317 | 200 | - | 200 |
| Police Donations | 6,230 | 1,075 | - | 1,075 |
| Fire Donations | 4,908 | 4,000 | - | 4,000 |
| Animal Shelter Donations | 807 | 500 | - | 500 |
| KCCB Donations | 2,006 | 473 | - | 473 |
| Human Resources | 1,000 | - | - | - |
| Golf Course | 7,000 | - | - | - |
| TOTAL REVENUES | <u>\$ 32,386</u> | <u>\$ 10,725</u> | <u>\$ -</u> | <u>\$ 10,725</u> |
| EXPENSES | | | | |
| Parks and Recreation | 10,113 | 14,877 | - | 14,877 |
| Library | 201 | 719 | 345 | 1,064 |
| Golf Course | 6,650 | 350 | - | 350 |
| Police - Admin | 4,565 | 4,197 | - | 4,197 |
| Animal Shelter | - | 2,025 | - | 2,025 |
| Fire | 6,025 | 26,961 | - | 26,961 |
| KCCB | - | 2,000 | 500 | 2,500 |
| Human Resources | 1,000 | - | - | - |
| TOTAL EXPENSES | <u>\$ 28,554</u> | <u>\$ 51,130</u> | <u>\$ 845</u> | <u>\$ 51,975</u> |
| ENDING FUND BALANCE: | | | | |
| Unreserved, Undesignated | \$ 65,128 | \$ 24,724 | \$ (845) | \$ 23,879 |
| TOTAL ENDING FUND BALANCE | <u>\$ 65,128</u> | <u>\$ 24,724</u> | <u>\$ (845)</u> | <u>\$ 23,879</u> |

NOTICE OF PUBLIC HEARING

On September 6, 2011, during a Regular City Council Meeting, the City Council of the City of Copperas Cove will hold a public hearing on the ordinances to amend the FY 2010-11 Annual Operating Budget for the City of Copperas Cove. The September 6, 2011 City Council Meeting will begin at 7:00 pm and will be held in the City Council Chambers at City Hall, 507 South Main Street, Copperas Cove, Texas 76522.

Operating Budget

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

| Fund | Revenue Appropriations Increase/(Decrease) | Expenditure Appropriations Increase/(Decrease) |
|---|--|--|
| General Fund | | 41,991 |
| Water & Sewer Fund | 262,656 | 252,378 |
| Recreation Activities Fund | | 11,024 |
| Drainage Utility Fund | | 122,715 |
| Debt Service Fund | | 14,382 |
| Golf Course Fund | 3,000 | 1,500 |
| City-Wide Donations Fund | | 845 |
| 2001 Certificates of Obligation - Capital Equipment/Improvements | 183 | |
| 2003 Certificates of Obligation - Tax Supported | | 1,309 |
| 2003 Certificates of Obligation - Phase III Water/Wastewater CIP | 189,191 | |
| 2008A Limited Tax Notes - Water & Sewer | | 6 |
| 2008A Limited Tax Notes - Drainage | | |
| Martin Walker Study/Detention Pond | | (59,946) |
| Texas & Golf Course Drainage Project | | 60,000 |
| Transfer to 2009 General Obligation - Drainage | | 111 |
| Total 2008A Limited Tax Notes - Drainage | | 165 |
| 2009 Limited Tax Notes - Tax Supported | | |
| Fire Apparatus – Completed | | (22,145) |
| South Park Trail Improvements | | 22,363 |
| Total 2009 Limited Tax Notes - Tax Supported | | 218 |
| 2009 Limited Tax Notes - Water & Sewer | 18,917 | |
| 2009 General Obligation - Drainage | 111 | |
| 2009 General Obligation - Tax Supported | | |
| Police Facility | | 116,007 |
| Lutheran Church Road – Completed | | (119,945) |
| Bond Issuance Cost | | (2,945) |
| Total 2009 General Obligation - Tax Supported | | (6,880) |
| 2010 General Obligation - Tax Supported | 1,309 | |
| 2010 Limited Tax Notes - Water & Sewer | | |
| Transfer to 2003 CO - Phase III W/W CIP | | 189,191 |
| Avenue F Reconstruction – Phase II | | (189,191) |
| Total 2010 Limited Tax Notes - Water & Sewer | | - |

City Council Regular

I. 1.

Meeting Date: 09/06/2011

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

SUBJECT

Consideration and action on an ordinance approving and adopting a budget for operating the municipal government of the City of Copperas Cove for fiscal year 2011-2012. **Ryan D. Haverlah, Assistant Director of Financial Services/Budget Director**

BACKGROUND/HISTORY

The City Charter requires a specific process to adopt the operating budget for the upcoming fiscal year. The City Manager presented the proposed budget for fiscal year 2011-2012 to City Council on July 19, 2011. A public hearing on the City Manager's Proposed Budget was held on August 4, 2011. A public hearing on changes to the proposed budget was held on August 30, 2011. City Council has participated through budget workshops in the preparation of the budget and changes to the proposed budget from April through August 2011.

FINDINGS/CURRENT ACTIVITY

All changes presented during the workshops and public hearings and requested and agreed to by City Council have been included into the City Manager's Proposed Budget. The City Charter requires that the annual budget be adopted by the City Council no later than the thirtieth day (30th) of September. The annual budget must also be adopted prior to adopting the tax rate. The tax rate will be adopted after this item.

Additionally, it was mentioned during the August 30, 2011, that some of the changes to the proposed budget did not comply with the City's Charter and revisions may need to be made to the proposed budget. Section 6.06 of the City Charter states, "...the council may insert the additional item or items and make the increase or increases to the amount in each case indicated by the published notice, or to a lesser amount." The City has published all changes to the proposed budget and, therefore, meets the requirements of the first section quoted above.

The Charter goes on to state in Section 6.06: "but where it shall increase the total proposed expenditures, it shall also provide for an increase in the total anticipated revenue to at least equal such total proposed expenditures." All changes to the proposed budget also meet this requirement of the City Charter. This section of the Charter is what will cause the City not to include pay increases in the proposed budget, but rather to amend the budget on or after October 1st the include the proposed pay increases. The Hotel Occupancy Tax Fund also meets this requirement because the overall change in the proposed expenditures is a decrease, and not an increase.

ACTION OPTIONS/RECOMMENDATION

City staff recommends that the City Council take action on Ordinance No. 2011-41, approving and adopting a budget for operating the municipal government of the City of Copperas Cove for fiscal year 2011-2012.

Fiscal Impact

Funds available Y/N?: Y

FINANCIAL IMPACT:

See attached Fund Summaries.

Attachments

Ordinance & Attachments

ORDINANCE NO. 2011-41

AN ORDINANCE APPROVING AND ADOPTING A BUDGET FOR OPERATING THE MUNICIPAL GOVERNMENT OF THE CITY OF COPPERAS COVE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2011 AND ENDING ON SEPTEMBER 30, 2012; APPROPRIATING MONEY FOR THE VARIOUS FUNDS AND PURPOSES OF SUCH BUDGET INCLUDING APPROPRIATIONS OF MONEY TO PAY INTEREST AND PRINCIPAL SINKING FUND REQUIREMENTS ON ALL INDEBTEDNESS; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES AND APPROPRIATIONS IN CONFLICT WITH THE PROVISIONS OF THIS ORDINANCE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, a budget for operating the municipal government of City of Copperas Cove for the fiscal year October 1, 2011, to September 30, 2012, has been prepared by Andrea M. Gardner, City Manager, as Budget Officer for the City of Copperas Cove, Texas; and

WHEREAS, said budget has been submitted to the City Council by the City Manager along with her budget message, in accordance with the City Charter; and

WHEREAS, public notice of a public hearing upon this budget has been duly and legally made as required by City Charter and law; and

WHEREAS, said public hearing on the Proposed Budget has been held; and

WHEREAS, the City Manager's Proposed Budget has been amended in accordance with the City Charter; and

WHEREAS, a public hearing has been had upon said amendments to the Proposed Budget and, after full and final consideration of proposed expenditures, revenues, financial condition, and comparative expenditures as presented, it is the consensus of opinion that the budget as considered and amended at said hearings should be approved and adopted.

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

SECTION 1.

That the City Council of the City of Copperas Cove ratifies, approves and adopts the budget as finally considered for the fiscal year of October 1, 2011, to September 30, 2012, a copy of which shall be filed with the office of the City Secretary and with the Coryell County Clerk, Bell County Clerk and Lampasas County Clerk and which is incorporated herein for all intents and purposes.

SECTION 2.

That the appropriations for the 2011-2012 fiscal year for the different administrative units and purposes of the City of Copperas Cove, Texas be fixed and determined for said fiscal year in accordance with the expenditures shown in said budget, and that the distribution and division of said appropriations be made in accordance with said budget including such amounts shown for providing for sinking funds for payment of the principal and interest and the retirement of the bonded debt of the City of Copperas Cove.

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

PASSED, APPROVED AND ADOPTED this 6th day of September, 2011, at a regular meeting of the City Council of the City of Copperas Cove, Texas, which meeting was held in compliance with the Open Meetings Act, *Tex. Gov't Code* 551.001, et.seq., at which meeting a quorum was present and voting.

John Hull, Mayor

ATTEST:

Jane Lees, City Secretary

APPROVED AS TO FORM:

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

City of Copperas Cove, Texas
Proposed Budget Summary for all Funds
Fiscal Year 2011-12

| Fund | Estimated Beginning Balance | Revenues | Total Operating Expenses/ Expenditures | Total Other Expenses/ Expenditures | Estimated Ending Balance | Ideal Fund Balance | Over/(Under) Ideal Fund Balance |
|---------------------------------|-----------------------------------|----------------------|--|--|--------------------------------|--------------------------|---------------------------------------|
| Operating Funds | | | | | | | |
| General Fund | \$ 4,759,639 | \$ 14,154,569 | \$ 14,855,959 | \$ 221,939 | \$ 3,836,310 | \$ 3,713,990 | \$ 122,320 |
| Water & Sewer Fund | 1,228,604 | 9,601,814 | 6,681,895 | 3,387,257 | \$ 761,266 | 1,670,474 | (909,209) |
| Solid Waste Fund | 1,009,134 | 3,082,882 | 3,037,957 | 226,428 | \$ 827,631 | 759,489 | 68,142 |
| Golf Course Fund | (309,229) | 536,403 | 478,001 | 47,878 | \$ (298,705) | 119,500 | (418,205) |
| Total Operating Funds | \$ 6,688,148 | \$ 27,375,668 | \$ 25,053,812 | \$ 3,883,502 | \$ 5,126,502 | \$ 6,263,453 | \$ (1,136,952) |
| Other Funds | | | | | | | |
| Drainage Utility Fund | \$ 972,243 | \$ 876,500 | \$ 434,325 | \$ 512,006 | \$ 902,412 | - | - |
| Interest & Sinking Fund | 1,989,807 | 2,684,176 | 4,539,081 | - | \$ 134,902 | - | - |
| Library Gifts & Mem. Fund | 7,556 | 305 | 7,861 | - | - | - | - |
| Hotel Occupancy Tax Fund | (3,355) | 211,700 | 174,713 | - | \$ 33,632 | - | - |
| Animal Shelter Fund | 17,676 | 10 | 17,686 | - | - | - | - |
| Municipal Court Efficiency Fund | 12,375 | 2,575 | 6,497 | - | \$ 8,453 | - | - |
| Municipal Court Technology Fund | 40,860 | 20,430 | 30,919 | - | \$ 30,371 | - | - |
| Municipal Court Security Fund | 559 | 15,900 | - | - | \$ 16,459 | - | - |
| Miscellaneous Other Funds | 154,048 | 431,698 | 495,346 | - | \$ 90,401 | - | - |
| Total Other Funds | \$ 3,191,769 | \$ 4,243,294 | \$ 5,706,428 | \$ 512,006 | \$ 1,216,630 | \$ - | \$ - |
| Total Funds | \$ 9,879,917 | \$ 31,618,962 | \$ 30,760,240 | \$ 4,395,508 | \$ 6,343,131 | \$ - | \$ - |

Note: Ideal fund balances do not apply to "Other Funds."

CITY OF COPPERAS COVE, TEXAS
FISCAL YEAR 2011-12 PROPOSED BUDGET
GENERAL FUND
SUMMARY OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

| Description | Actual FY 2009-10 | Adopted Budget* FY 2010-11 | Projected FY 2010-11 | Proposed DH FY 2011-12 | New Programs FY 2011-12 | Proposed FY 2011-12 |
|--|----------------------|----------------------------------|-------------------------|---------------------------|-------------------------------|------------------------|
| BEGINNING FUND BALANCE: | | | | | | |
| Unreserved, Undesignated | \$ 3,911,173 | \$ 3,725,957 | \$ 4,245,750 | \$ 3,759,639 | \$ 2,849,960 | \$ 3,759,639 |
| Prior Yr Enc Voided in Current Yr | - | - | - | - | - | - |
| Prior Period Adjustment | - | - | - | - | - | - |
| Unreserved, Designated | 1,000,000 | 1,000,000 | 1,000,000 | 1,000,000 | 1,000,000 | 1,000,000 |
| TOTAL BEGINNING FUND BALANCE | \$ 4,911,173 | \$ 4,725,957 | \$ 5,245,750 | \$ 4,759,639 | \$ 3,849,960 | \$ 4,759,639 |
| REVENUES: | | | | | | |
| Taxes | \$ 10,617,629 | \$ 10,880,942 | \$ 10,774,612 | \$ 10,536,450 | \$ - | \$ 10,536,450 |
| Permits & Licenses | 239,555 | 227,680 | 191,074 | 185,210 | - | 185,210 |
| Charges for Services | 853,828 | 878,635 | 853,980 | 1,185,075 | - | 1,185,075 |
| Fines | 796,724 | 892,984 | 639,839 | 674,714 | 32,000 | 706,714 |
| Administrative Reimbursements | 1,250,500 | 1,250,500 | 1,250,500 | 1,198,000 | - | 1,198,000 |
| Miscellaneous Revenue | 379,056 | 328,990 | 469,207 | 343,120 | - | 343,120 |
| TOTAL REVENUES | \$ 14,137,292 | \$ 14,459,731 | \$ 14,179,212 | \$ 14,122,569 | \$ 32,000 | \$ 14,154,569 |
| TOTAL FUNDS AVAILABLE | \$ 19,048,465 | \$ 19,185,688 | \$ 19,424,962 | \$ 18,882,208 | \$ 3,881,960 | \$ 18,914,208 |
| EXPENDITURES: | | | | | | |
| City Council (21) | \$ 26,270 | \$ 47,920 | \$ 40,466 | \$ 44,918 | \$ - | \$ 44,918 |
| City Manager (22) | 257,379 | 260,591 | 244,342 | 335,596 | - | 335,596 |
| City Secretary (23) | 167,620 | 166,819 | 159,766 | 144,322 | - | 144,322 |
| City Attorney (24) | 78,679 | 83,256 | 83,271 | 86,157 | - | 86,157 |
| Finance (31) | 661,182 | 785,049 | 703,825 | 274,308 | - | 274,308 |
| Budget (32) | - | - | - | 504,273 | - | 504,273 |
| Human Resources (34) | 298,883 | 278,416 | 272,723 | 279,348 | 18,500 | 297,848 |
| Public Affairs Office (4250) | 100,007 | - | - | - | - | - |
| Information Systems (35) | 220,466 | 275,596 | 260,896 | 269,416 | 6,100 | 275,516 |
| Municipal Court (41) | 404,868 | 424,738 | 390,052 | 424,406 | 11,000 | 435,406 |
| Police-Admin (42) | 4,438,159 | 5,016,561 | 4,714,069 | 469,775 | - | 469,775 |
| Police-Services (4210) | - | - | - | 4,554,053 | 10,050 | 4,564,103 |
| Animal Control (43) | 204,999 | 247,072 | 213,021 | 231,151 | - | 231,151 |
| Fire/EMS (44) | 3,003,768 | 3,440,609 | 3,229,145 | 3,405,689 | - | 3,405,689 |
| Emergency Management (4420) | 2,267 | 5,548 | 5,449 | 37,849 | - | 37,849 |
| Engineering (51) | 185,187 | 149,043 | 137,855 | - | - | - |
| Street (53) | 631,542 | 591,147 | 567,690 | 607,583 | - | 607,583 |
| Fleet Services (55) | 260,029 | 241,369 | 220,958 | 218,444 | - | 218,444 |
| Facility Maintenance (57) | 99,994 | 68,956 | 76,565 | - | - | - |
| Planning (61) | 73,765 | 180,392 | 189,471 | - | - | - |
| Building Development (52) | 208,439 | 239,408 | 221,221 | 310,901 | - | 310,901 |
| Code & Health Compliance (72) | 179,677 | 213,210 | 190,636 | 161,526 | - | 161,526 |
| Parks and Leisure - Admin (54) | 968,038 | 1,103,928 | 1,014,078 | 309,444 | - | 309,444 |
| Parks and Leisure - Maintenance(5410) | - | - | - | 462,499 | - | 462,499 |
| Athletics (5420) | - | - | - | 366,683 | - | 366,683 |
| Aquatics (5430) | - | - | - | 175,849 | - | 175,849 |
| Special Events (5440) | - | - | - | 41,218 | - | 41,218 |
| Cemetery (5450) | - | - | - | - | - | - |
| Library (71) | 472,272 | 541,918 | 530,288 | 506,788 | - | 506,788 |
| Non-Departmental (75) | 555,954 | 722,756 | 734,815 | 588,113 | - | 588,113 |
| TOTAL OPERATING EXPENDITURES | \$ 13,499,444 | \$ 15,084,302 | \$ 14,200,602 | \$ 14,810,309 | \$ 45,650 | \$ 14,855,959 |
| OTHER EXPENDITURES: | | | | | | |
| Capital Outlay | 162,707 | \$ 115,469 | \$ 104,516 | \$ - | \$ - | \$ - |
| Capital Lease Payments | 140,564 | 58,517 | 58,516 | 14,889 | - | 14,889 |
| Street Maintenance | - | 264,050 | 261,800 | 207,050 | - | 207,050 |
| Transfers Out | - | 39,889 | 39,889 | - | - | - |
| TOTAL OTHER EXPENDITURES | \$ 303,271 | \$ 477,925 | \$ 464,721 | \$ 221,939 | \$ - | \$ 221,939 |
| TOTAL EXPENDITURES | \$ 13,802,715 | \$ 15,562,227 | \$ 14,665,323 | \$ 15,032,248 | \$ 45,650 | \$ 15,077,898 |
| ENDING FUND BALANCE: | | | | | | |
| Unreserved, Undesignated | \$ 4,245,750 | \$ 2,623,461 | \$ 3,759,639 | \$ 2,849,960 | \$ 2,836,310 | \$ 2,836,310 |
| Unreserved, Designated | 1,000,000 | 1,000,000 | 1,000,000 | 1,000,000 | 1,000,000 | 1,000,000 |
| TOTAL ENDING FUND BALANCE | \$ 5,245,750 | \$ 3,623,461 | \$ 4,759,639 | \$ 3,849,960 | \$ 3,836,310 | \$ 3,836,310 |
| IDEAL FUND BALANCE | \$ 3,374,861 | \$ 3,771,076 | \$ 3,550,151 | \$ 3,702,577 | \$ 3,713,990 | \$ 3,713,990 |
| OVER (UNDER) IDEAL FUND BALANCE | \$ 1,870,889 | \$ (147,615) | \$ 1,209,489 | \$ 147,383 | \$ 122,320 | \$ 122,320 |

* Includes budget amendments that were approved by City Council on 2/1/11 and 4/19/11.

CITY OF COPPERAS COVE
FISCAL YEAR 2011-12 PROPOSED BUDGET
WATER & SEWER FUND
SUMMARY OF REVENUES, EXPENSES AND CHANGES IN FUND BALANCE

| Description | Actual FY 2009-10 | Adopted Budget* FY 2010-11 | Projected FY 2010-11 | Proposed DH FY 2011-12 | New Programs FY 2011-12 | Proposed FY 2011-12 |
|--|----------------------|----------------------------------|-------------------------|---------------------------|-------------------------------|------------------------|
| BEGINNING FUND BALANCE: | | | | | | |
| Unreserved, Undesignated | \$ 2,089,155 | \$ 2,218,541 | \$ 2,226,463 | \$ 1,228,604 | \$ 439,402 | \$ 1,228,604 |
| Prior Yr Enc Voided in Current Yr | - | - | - | - | - | - |
| Prior Period Adjustment | - | - | - | - | - | - |
| TOTAL BEGINNING FUND BALANCE | \$ 2,089,155 | \$ 2,218,541 | \$ 2,226,463 | \$ 1,228,604 | \$ 439,402 | \$ 1,228,604 |
| Water Revenue | \$ 4,745,557 | \$ 4,950,000 | \$ 5,025,000 | \$ 5,043,000 | \$ 82,612 | \$ 5,125,612 |
| Sewer Revenue | 3,775,039 | 3,700,000 | 3,730,000 | 3,885,000 | 239,252 | 4,124,252 |
| Senior Citizen Discount | (143,484) | (142,000) | (142,000) | (154,000) | - | (154,000) |
| Water Tap Fees | 83,567 | 70,000 | 60,000 | 60,000 | - | 60,000 |
| Sewer Tap Fees | 18,150 | 20,000 | 14,000 | 14,000 | - | 14,000 |
| Connect/Disconnect Fee | 62,810 | 58,000 | 58,000 | 66,000 | - | 66,000 |
| Meter Box Reset Fee | - | 150 | - | - | - | - |
| Composting Sales Revenue | 17,622 | 15,500 | 16,000 | - | - | - |
| Subtotal | <u>\$ 8,559,262</u> | <u>\$ 8,671,650</u> | <u>\$ 8,761,000</u> | <u>\$ 8,914,000</u> | <u>\$ 321,864</u> | <u>\$ 9,235,864</u> |
| Admin Reimb-Drainage | \$ 20,000 | \$ 20,000 | \$ 20,000 | \$ 20,000 | \$ - | \$ 20,000 |
| Transfer from Bond Funds | 300,000 | - | - | - | - | - |
| Interest Revenue | 6,949 | 6,000 | 6,000 | 5,000 | - | 5,000 |
| Late Charge For Billing | 297,500 | 278,000 | 280,000 | 280,000 | - | 280,000 |
| Miscellaneous Revenues | 43,861 | 49,900 | 50,000 | 49,950 | - | 49,950 |
| Insurance Proceeds | 430 | - | 1,000 | - | - | - |
| Riser Forfeiture Revenue | 870 | 1,000 | 1,300 | 1,000 | - | 1,000 |
| Credit Card Convenience Fee | - | - | - | 7,000 | - | 7,000 |
| Reimbursements | - | - | 1,398 | - | - | - |
| Auction Proceeds | - | 5,000 | 2,000 | 3,000 | - | 3,000 |
| Subtotal | <u>\$ 669,611</u> | <u>\$ 359,900</u> | <u>\$ 361,698</u> | <u>\$ 365,950</u> | <u>\$ -</u> | <u>\$ 365,950</u> |
| TOTAL REVENUE | \$ 9,228,873 | \$ 9,031,550 | \$ 9,122,698 | \$ 9,279,950 | \$ 321,864 | \$ 9,601,814 |
| TOTAL FUNDS AVAILABLE | \$ 11,318,028 | \$ 11,250,091 | \$ 11,349,161 | \$ 10,508,554 | \$ 761,266 | \$ 10,830,418 |
| OPERATING EXPENSES: | | | | | | |
| Public Works Administration (80) | \$ 175,969 | \$ 325,206 | \$ 337,932 | \$ 298,515 | \$ - | \$ 298,515 |
| Utility Administration (81) | 555,385 | 638,276 | 574,876 | 585,612 | - | 585,612 |
| Water Distribution (82) | 1,226,165 | 1,394,988 | 1,325,301 | 1,298,970 | - | 1,298,970 |
| Sewer Collection (83) | 454,755 | 527,996 | 499,820 | 485,282 | - | 485,282 |
| Wastewater Treatment (84) | 1,174,216 | 1,145,143 | 1,095,529 | 1,083,224 | - | 1,083,224 |
| Composting (84-01) ¹ | 172,480 | 198,768 | 185,510 | - | - | - |
| Non-Departmental (85) | 2,897,763 | 2,975,165 | 2,986,841 | 2,930,292 | - | 2,930,292 |
| TOTAL OPERATING EXPENSES | \$ 6,656,734 | \$ 7,205,542 | \$ 7,005,809 | \$ 6,681,895 | \$ - | \$ 6,681,895 |
| OTHER EXPENSES: | | | | | | |
| Capital Outlay | \$ 26,426 | \$ 12,300 | \$ - | \$ - | \$ - | \$ - |
| Capital Lease Payments | 55,317 | 45,688 | 45,688 | 32,341 | - | 32,341 |
| Principal & Int Debt Pymts | 2,436,684 | 3,387,743 | 3,387,743 | 3,354,916 | - | 3,354,916 |
| Principal & Int Pymts in Bond Funds | (83,596) | (373,683) | (373,683) | - | - | - |
| Transfer to Bond Funds | - | 50,000 | 55,000 | - | - | - |
| TOTAL OTHER EXPENSES | \$ 2,434,830 | \$ 3,122,048 | \$ 3,114,748 | \$ 3,387,257 | \$ - | \$ 3,387,257 |
| TOTAL EXPENSES | \$ 9,091,566 | \$ 10,327,590 | \$ 10,120,557 | \$ 10,069,152 | \$ - | \$ 10,069,152 |
| ENDING FUND BALANCE: | | | | | | |
| Unreserved, Undesignated | \$ 2,226,463 | \$ 922,501 | \$ 1,228,604 | \$ 439,402 | \$ 761,266 | \$ 761,266 |
| TOTAL ENDING FUND BALANCE | \$ 2,226,463 | \$ 922,501 | \$ 1,228,604 | \$ 439,402 | \$ 761,266 | \$ 761,266 |
| IDEAL FUND BALANCE | \$ 1,664,184 | \$ 1,801,386 | \$ 1,751,452 | \$ 1,670,474 | \$ 1,670,474 | \$ 1,670,474 |
| OVER (UNDER) IDEAL FUND BALANCE | \$ 562,280 | \$ (878,885) | \$ (522,848) | \$ (1,231,072) | \$ (909,208) | \$ (909,208) |

* Includes budget amendments that were approved by City Council on 2/1/11 and 4/19/11.

¹ Moved Composting function to Solid Waste-Brush Collection beginning FY 2011-12

CITY OF COPPERAS COVE
FISCAL YEAR 2011-12 PROPOSED BUDGET
SOLID WASTE FUND
SUMMARY OF REVENUES, EXPENSES AND CHANGES IN FUND BALANCE

| Description | Actual FY 2009-10 | Adopted Budget* FY 2010-11 | Projected FY 2010-11 | Proposed DH FY 2011-12 | New Programs FY 2011-12 | Proposed FY 2011-12 |
|--|----------------------|----------------------------------|-------------------------|---------------------------|-------------------------------|------------------------|
| BEGINNING FUND BALANCE: | | | | | | |
| Unreserved, Undesignated | \$ 721,390 | \$ 806,954 | \$ 949,411 | \$ 1,009,134 | \$ 835,791 | \$ 1,009,134 |
| Prior Yr Enc Voided in Current Yr | - | - | - | - | - | - |
| Prior Period Adjustment | - | - | - | - | - | - |
| TOTAL BEGINNING FUND BALANCE | \$ 721,390 | \$ 806,954 | \$ 949,411 | \$ 1,009,134 | \$ 835,791 | \$ 1,009,134 |
| REVENUES: | | | | | | |
| Refuse Collection Fees | \$ 2,538,532 | \$ 2,522,300 | \$ 2,564,538 | \$ 2,560,000 | \$ - | \$ 2,560,000 |
| Senior Discount | (42,325) | (41,500) | (42,828) | (42,752) | - | (42,752) |
| Sanitary Landfill Fees | 336,267 | 345,000 | 300,000 | 315,000 | - | 315,000 |
| Recycling Proceeds | 35,973 | 33,000 | 31,619 | 33,144 | - | 33,144 |
| Sale of Kraft Bags | 8,345 | 9,600 | 10,041 | 11,520 | - | 11,520 |
| Sale of Scrap Metal | 13,007 | 14,000 | 14,200 | 15,000 | - | 15,000 |
| Commercial Reload/Overloan Fees | 2,739 | 9,500 | 10,000 | 10,000 | - | 10,000 |
| Return Service/Overload/Excess | 7,413 | 1,500 | 1,908 | 1,100 | - | 1,100 |
| Auto-Lid Locks | 871 | 850 | 850 | 850 | - | 850 |
| Rear Load Dumpster Rental | 2,311 | 2,000 | 1,500 | 1,650 | - | 1,650 |
| Roll-Off Rental Income | 19,254 | 27,500 | 20,000 | 20,000 | - | 20,000 |
| Bulky/White Goods Collection | 2,998 | 10,000 | 1,200 | 1,320 | - | 1,320 |
| Container Removal from Curb | 563 | 6,500 | 500 | 600 | - | 600 |
| Composting Sales Revenue | - | - | - | 16,000 | - | 16,000 |
| Miscellaneous Solid Waste Fees | - | - | - | - | - | - |
| Subtotal | <u>\$ 2,925,947</u> | <u>\$ 2,940,250</u> | <u>\$ 2,913,528</u> | <u>\$ 2,943,432</u> | <u>\$ -</u> | <u>\$ 2,943,432</u> |
| Interest Revenue | \$ 1,791 | \$ 1,700 | \$ 1,700 | \$ 1,700 | - | \$ 1,700 |
| Late Charge For Billing | 149,002 | 125,000 | 130,000 | 131,250 | - | 131,250 |
| Auction Proceeds | 15,827 | 5,000 | - | 5,000 | - | 5,000 |
| Miscellaneous Revenues | 1,316 | 1,500 | 1,500 | 1,500 | - | 1,500 |
| Subtotal | <u>\$ 167,936</u> | <u>\$ 133,200</u> | <u>\$ 133,200</u> | <u>\$ 139,450</u> | <u>\$ -</u> | <u>\$ 139,450</u> |
| TOTAL REVENUES | \$ 3,093,883 | \$ 3,073,450 | \$ 3,046,728 | \$ 3,082,882 | \$ - | \$ 3,082,882 |
| TOTAL FUNDS AVAILABLE | \$ 3,815,273 | \$ 3,880,404 | \$ 3,996,139 | \$ 4,092,016 | \$ 835,791 | \$ 4,092,016 |
| OPERATING EXPENSES: | | | | | | |
| Solid Waste Administration (90) | \$ 220,617 | \$ 247,783 | \$ 217,795 | \$ 265,092 | \$ - | \$ 265,092 |
| Solid Waste Collection - Residential (91-01) | 223,324 | 308,360 | 286,238 | 266,159 | 2,880 | 269,039 |
| Solid Waste Collection - Recycling (91-02) | 112,781 | 134,985 | 129,272 | 131,234 | 1,440 | 132,674 |
| Solid Waste Collection - Brush (91-03) | 111,456 | 147,293 | 123,734 | 132,174 | 1,440 | 133,614 |
| Solid Waste Collection - Commercial (91-04) | 167,998 | 241,719 | 197,002 | 223,537 | 2,400 | 225,937 |
| Solid Waste Collection - KCCB (91-05) | 23,426 | 26,239 | 23,212 | 25,997 | - | 25,997 |
| Solid Waste Composting (91-06) ¹ | - | - | - | 188,952 | - | 188,952 |
| Solid Waste Disposal (92) | 1,131,849 | 1,247,292 | 1,201,534 | 1,278,197 | - | 1,278,197 |
| Non-Departmental (95) | 500,933 | 502,354 | 501,893 | 518,455 | - | 518,455 |
| TOTAL OPERATING EXPENSES | \$ 2,492,385 | \$ 2,856,025 | \$ 2,680,680 | \$ 3,029,797 | \$ 8,160 | \$ 3,037,957 |
| OTHER EXPENSES: | | | | | | |
| Capital Improvement Projects | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Capital Outlay | - | - | - | - | - | - |
| Capital Lease Payments | 267,226 | 159,133 | 159,133 | 35,247 | - | 35,247 |
| Principal & Int Debt Pymts | 106,253 | 147,192 | 147,192 | 191,181 | - | 191,181 |
| TOTAL OTHER EXPENSES | \$ 373,479 | \$ 306,325 | \$ 306,325 | \$ 226,428 | \$ - | \$ 226,428 |
| TOTAL EXPENSES | \$ 2,865,862 | \$ 3,162,350 | \$ 2,987,005 | \$ 3,256,225 | \$ 8,160 | \$ 3,264,385 |
| ENDING FUND BALANCE: | | | | | | |
| Unreserved, Undesignated | \$ 949,411 | \$ 718,054 | \$ 1,009,134 | \$ 835,791 | \$ 827,631 | \$ 827,631 |
| TOTAL ENDING FUND BALANCE | \$ 949,411 | \$ 718,054 | \$ 1,009,134 | \$ 835,791 | \$ 827,631 | \$ 827,631 |
| IDEAL FUND BALANCE | \$ 623,096 | \$ 714,006 | \$ 670,170 | \$ 757,449 | \$ 759,489 | \$ 759,489 |
| OVER (UNDER) IDEAL FUND BALANCE | \$ 326,315 | \$ 4,048 | \$ 338,964 | \$ 78,342 | \$ 68,142 | \$ 68,142 |

* Includes budget amendments that were approved by City Council on 2/1/11 and 4/19/11.

¹ Composting function moved from Water & Sewer Fund to Solid Waste Fund beginning FY 2011-12.

**CITY OF COPPERAS COVE
FISCAL YEAR 2011-12 PROPOSED BUDGET
DRAINAGE UTILITY FUND
SUMMARY OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE**

| Account | Description | Actual FY 2009-10 | Adopted Budget* FY 2010-11 | Projected FY 2010-11 | Proposed FY 2011-12 |
|-------------------------------------|-----------------------------------|----------------------|----------------------------------|-------------------------|------------------------|
| BEGINNING FUND BALANCE: | | | | | |
| | Unreserved, Undesignated | \$ 599,158 | \$ 467,888 | \$ 643,179 | \$ 972,243 |
| | Prior Yr Enc Voided in Current Yr | - | - | - | - |
| | Prior Period Adjustment | - | - | - | - |
| TOTAL BEGINNING FUND BALANCE | | <u>\$ 599,158</u> | <u>\$ 467,888</u> | <u>\$ 643,179</u> | <u>\$ 972,243</u> |
| REVENUES | | | | | |
| 05-340-1020 | Drainage Utility Fee | \$ 870,377 | \$ 870,000 | \$ 875,000 | \$ 875,000 |
| Subtotal | | <u>\$ 870,377</u> | <u>\$ 870,000</u> | <u>\$ 875,000</u> | <u>\$ 875,000</u> |
| Other Revenue | | | | | |
| 05-390-6005 | Miscellaneous Revenues | \$ - | \$ - | \$ - | \$ - |
| 05-370-6001 | Interest Revenue | 1,589 | 1,600 | 1,400 | 1,500 |
| 05-392-1001 | Auction Proceeds | - | - | - | - |
| Subtotal | | <u>\$ 1,589</u> | <u>\$ 1,600</u> | <u>\$ 1,400</u> | <u>\$ 1,500</u> |
| TOTAL REVENUES | | <u>\$ 871,966</u> | <u>\$ 871,600</u> | <u>\$ 876,400</u> | <u>\$ 876,500</u> |
| TOTAL FUNDS AVAILABLE | | <u>\$ 1,471,124</u> | <u>\$ 1,339,488</u> | <u>\$ 1,519,579</u> | <u>\$ 1,848,743</u> |
| OPERATING EXPENDITURES | | | | | |
| | Drainage | \$ 334,675 | \$ 318,938 | \$ 281,893 | \$ 326,365 |
| | Non-Departmental | 109,125 | 109,140 | 101,460 | 107,960 |
| TOTAL OPERATING EXPENDITURES | | <u>\$ 443,798</u> | <u>\$ 428,078</u> | <u>\$ 383,353</u> | <u>\$ 434,325</u> |
| OTHER EXPENDITURES | | | | | |
| | Capital Improvement Projects | \$ 72,911 | \$ 342,700 | \$ 20,000 | \$ 322,771 |
| | Capital Outlay | - | 20,949 | 19,932 | - |
| | Capital Lease Payments | - | 1,492 | 1,492 | - |
| | Principal & Int Debt Pymts | 311,233 | 136,116 | 122,559 | 189,235 |
| TOTAL OTHER EXPENDITURES | | <u>\$ 384,144</u> | <u>\$ 501,257</u> | <u>\$ 163,983</u> | <u>\$ 512,006</u> |
| TOTAL EXPENDITURES | | <u>\$ 827,944</u> | <u>\$ 929,335</u> | <u>\$ 547,336</u> | <u>\$ 946,331</u> |
| ENDING FUND BALANCE | | | | | |
| | Unreserved, Undesignated | <u>\$ 643,179</u> | <u>\$ 410,153</u> | <u>\$ 972,243</u> | <u>\$ 902,412</u> |
| TOTAL ENDING FUND BALANCE | | <u>\$ 643,179</u> | <u>\$ 410,153</u> | <u>\$ 972,243</u> | <u>\$ 902,412</u> |

* Includes budget amendments that were approved by City Council on 2/1/11 and 4/19/11.

**CITY OF COPPERAS COVE
FISCAL YEAR 2011-12 PROPOSED BUDGET
TAX INTEREST AND SINKING FUND
SUMMARY OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE**

| Account | Description | Actual FY 2009-10 | Adopted Budget* FY 2010-11 | Projected FY 2010-11 | Proposed FY 2011-12 |
|-------------------------------------|--|----------------------|----------------------------------|-------------------------|------------------------|
| BEGINNING FUND BALANCE: | | | | | |
| | Unreserved, Undesignated | \$ 424,489 | \$ 326,868 | \$ 345,669 | \$ 1,989,807 |
| | Prior Period Adjustment | - | - | - | - |
| TOTAL BEGINNING FUND BALANCE | | <u>\$ 424,489</u> | <u>\$ 326,868</u> | <u>\$ 345,669</u> | <u>\$ 1,989,807</u> |
| REVENUES | | | | | |
| 07-310-1001 | Ad Valorem Taxes | \$ 1,768,772 | \$ 1,875,766 | \$ 1,960,000 | \$ 2,521,476 |
| 07-310-1002 | Delinquent Ad Valorem Taxes | 16,768 | 15,500 | 14,000 | 15,000 |
| 07-310-1003 | Penalty & Interest | 13,732 | 12,000 | 13,000 | 12,000 |
| 07-360-5044 | Transfer from 1994 Fire GO Fund | - | - | - | - |
| 07-360-5046 | Transfer from Library Contrib. | - | - | - | - |
| 07-360-5050 | Transfer from 97 CO GC Phase 2 | - | - | - | - |
| 07-360-5094 | Transfer from 1998 GO Bond | - | - | - | - |
| 07-370-6001 | Interest Revenue | 2,323 | 2,600 | 3,000 | 2,200 |
| 07-370-6002 | Accrued Interest Revenue | 20,684 | - | - | - |
| 07-390-6005 | Miscellaneous Revenue | - | - | - | - |
| 07-390-6008 | Other Financing Sources | - | - | 2,918,827 | 133,500 |
| TOTAL REVENUES | | <u>\$ 1,822,278</u> | <u>\$ 1,905,866</u> | <u>\$ 4,908,827</u> | <u>\$ 2,684,176</u> |
| TOTAL FUNDS AVAILABLE | | <u>\$ 2,246,767</u> | <u>\$ 2,232,734</u> | <u>\$ 5,254,496</u> | <u>\$ 4,673,983</u> |
| EXPENDITURES | | | | | |
| 4701-0700-2218 | Principal (Aug)-'98 GO | \$ 75,000 | \$ - | \$ - | \$ - |
| 4701-0700-2219 | Principal (Aug)-'99C/O | - | - | - | - |
| 4701-0700-2220 | Principal (Aug)-'01C/O | 105,000 | 110,000 | 110,000 | - |
| 4701-0700-2225 | Principal '03 C/O | 70,000 | 65,000 | 65,000 | 85,000 |
| 4701-0700-2226 | Principal Refunding C/O | 394,037 | 9,000 | 9,000 | 9,000 |
| 4701-0700-2227 | Principal (Aug) Ref '06 C/O | 1,000 | 418,932 | 418,932 | 453,033 |
| 4701-0700-2228 | Principal '06 Tax Notes | 160,000 | 165,000 | 165,000 | 170,000 |
| 4701-0700-2229 | Principal '07 C/O | 5,000 | 20,000 | 20,000 | 35,000 |
| 4701-0700-2230 | Principal '07 C/O Refunding | 6,000 | 6,000 | 6,000 | 6,000 |
| 4701-0700-2231 | Principal '08 Tax Notes | 130,000 | 10,000 | 10,000 | 175,000 |
| 4701-0700-2232 | Principal '08A Tax Notes | 40,000 | 110,000 | 110,000 | 135,000 |
| 4701-0700-2233 | Principal '09 GO | 25,000 | 45,000 | 45,000 | 50,000 |
| 4701-0700-2234 | Principal '09 Tax Notes | 50,000 | 50,000 | 50,000 | 60,000 |
| 4701-0700-2235 | Principal '10 GO | - | - | - | 35,000 |
| 4701-0700-2236 | Principal '10 Tax Notes | - | - | - | 110,000 |
| 4701-0700-2237 | Principal '10 Refunding | - | 205,425 | 205,425 | 338,225 |
| 4701-0700-2238 | Principal '10A Tax Notes | - | 125,000 | 125,000 | 25,000 |
| 4701-0700-2241 | Principal '11 Tax Notes | - | - | - | 20,000 |
| 4701-0700-2318 | Interest (Fb/Ag)-'98 GO | 14,435 | - | - | - |
| 4701-0700-2320 | Interest (Fb/Ag)-'01 C/O | 13,272 | 4,725 | 4,725 | - |
| 4701-0700-2325 | Interest '03 C/O | 112,632 | 53,637 | 53,637 | 50,277 |
| 4701-0700-2326 | Interest Refunding C/O '06 | 37,422 | 37,384 | 37,384 | 37,044 |
| 4701-0700-2327 | Interest Refunding C/O | 76,139 | 61,738 | 61,738 | 46,536 |
| 4701-0700-2328 | Interest '06 Tax Notes | 26,566 | 20,247 | 20,247 | 13,697 |
| 4701-0700-2329 | Interest '07 Proposed C/O Bond | 208,028 | 207,835 | 207,835 | 207,047 |
| 4701-0700-2330 | Interest '07 C/O Refund | 54,312 | 54,077 | 54,077 | 53,840 |
| 4701-0700-2331 | Interest '08 Tax Notes | 34,998 | - | - | 26,480 |
| 4701-0700-2332 | Interest '08A Tax Notes | 37,364 | 35,920 | 35,920 | 31,949 |
| 4701-0700-2333 | Interest '09 GO | 207,175 | 206,424 | 206,425 | 205,075 |
| 4701-0700-2334 | Interest '09 Tax Notes | 16,819 | 15,818 | 15,819 | 14,819 |
| 4701-0700-2335 | Interest '10 GO | - | 72,129 | 72,130 | 55,963 |
| 4701-0700-2336 | Interest '10 Tax Notes | - | 21,420 | 21,420 | 16,619 |
| 4701-0700-2337 | Interest '10 Refunding | - | 38,540 | 38,540 | 49,334 |
| 4701-0700-2338 | Interest '10A Tax Notes | - | 25,000 | 20,843 | 26,540 |
| 4701-0700-2339 | Interest '11 Rev & Tax Bond ² | - | - | 923,346 | 1,713,425 |
| 4701-0700-2340 | Interest '11 GO Bonds ² | - | - | 141,216 | 262,050 |
| 4701-0700-2341 | Interest '11 Tax Notes | - | - | - | 22,128 |
| 4701-0700-2401 | Bond Paying Agent Fees | 900 | 6,245 | (2,770) | - |
| 4701-0700-6014 | Arbitrage Rebate Service | - | 12,800 | 12,800 | - |
| 4701-0700-6016 | Arbitrage Rebate | - | 57,481 | - | - |
| TOTAL EXPENDITURES | | <u>\$ 1,901,098</u> | <u>\$ 2,270,777</u> | <u>\$ 3,264,689</u> | <u>\$ 4,539,081</u> |
| TOTAL ENDING FUND BALANCE | | <u>\$ 345,669</u> | <u>\$ (38,043)</u> | <u>\$ 1,989,807</u> | <u>\$ 134,902</u> |

* Includes budget amendments that were approved by City Council on 2/1/11 and 4/19/11.

² 2011 Rev & Tax Bond and 2011 GO Bonds principal and interest will be paid with capitalized interest in FY 2011-12

CITY OF COPPERAS COVE
FISCAL YEAR 2011-12 PROPOSED BUDGET
GOLF COURSE FUND
SUMMARY OF REVENUES, EXPENSES AND CHANGES IN FUND BALANCE

| Description | Actual FY 2009-10 | Adopted Budget* FY 2010-11 | Projected FY 2010-11 | Proposed FY 2011-12 |
|--|------------------------------|---|---------------------------------|--------------------------------|
| BEGINNING FUND BALANCE: | | | | |
| Unreserved, Undesignated | \$ (162,922) | \$ (130,913) | \$ (261,814) | \$ (309,229) |
| Prior Yr Enc Voided in Current Yr | - | - | - | - |
| Prior Period Adjustment | - | - | - | - |
| TOTAL BEGINNING FUND BALANCE | <u>\$ (162,922)</u> | <u>\$ (130,913)</u> | <u>\$ (261,814)</u> | <u>\$ (309,229)</u> |
| REVENUES: | | | | |
| Swimming Pool Receipts | \$ 381 | \$ 500 | \$ 500 | \$ 500 |
| Green Fees | 96,418 | 155,000 | 120,000 | 128,000 |
| Cart Rental Fees | 103,556 | 155,000 | 120,000 | 133,000 |
| Membership Dues | 65,070 | 94,250 | 85,000 | 90,000 |
| Tournament-Green Fees | 11,589 | 15,500 | 12,000 | 13,500 |
| Tournament-Cart Fees | 2,291 | 11,900 | 750 | - |
| Tournament Fees | - | - | 1,000 | - |
| Cart Storage Fees | 38,027 | 43,000 | 41,000 | 41,000 |
| Trail Fees | 15,673 | 16,500 | 15,000 | 15,000 |
| Pro Shop Sales | 37,138 | 40,000 | 40,000 | 40,000 |
| Facility Rental Income | 3,145 | 8,700 | 7,800 | 7,879 |
| Driving Range Fees | 22,839 | 31,500 | 22,000 | 25,000 |
| Snack Bar Revenue-Food & Beverage | 15,457 | 12,000 | 165 | - |
| Food & Beverage (Non-Tax) | 606 | 500 | 2,200 | - |
| Snack Bar Revenue-Alcohol Sale | 11,389 | 20,000 | 18,000 | 20,000 |
| Miscellaneous Revenue | 83 | - | 40 | 24 |
| Auction Proceeds | 350 | - | - | 5,000 |
| Transfer from General Fund | - | 4,316 | - | - |
| Special Green Fees | 14,031 | 15,600 | 15,600 | 15,000 |
| Special Lunch | - | - | - | - |
| Golf Lesson Revenue | 1,767 | 4,500 | 2,500 | 2,500 |
| TOTAL REVENUES | <u>\$ 439,809</u> | <u>\$ 628,766</u> | <u>\$ 503,555</u> | <u>\$ 536,403</u> |
| TOTAL FUNDS AVAILABLE | <u>\$ 276,886</u> | <u>\$ 497,853</u> | <u>\$ 241,741</u> | <u>\$ 227,174</u> |
| OPERATING EXPENSES: | | | | |
| Golf Course - Operations | \$ 188,863 | \$ 247,728 | \$ 204,245 | \$ 193,606 |
| Golf Course - Concessions | 22,472 | - | - | - |
| Golf Course - Maintenance | 315,631 | 320,770 | 292,955 | 284,395 |
| TOTAL OPERATING EXPENSES | <u>\$ 526,967</u> | <u>\$ 568,498</u> | <u>\$ 497,200</u> | <u>\$ 478,001</u> |
| OTHER EXPENSES: | | | | |
| Capital Outlay | \$ - | \$ - | \$ - | \$ - |
| Capital Lease Payments | - | 31,768 | 31,768 | 26,474 |
| Principal & Int Debt Pymts | 22,708 | 22,002 | 22,002 | 21,404 |
| Principal & Int Pymts in Bond Funds | (10,973) | - | - | - |
| TOTAL OTHER EXPENSES | <u>\$ 11,735</u> | <u>\$ 53,770</u> | <u>\$ 53,770</u> | <u>\$ 47,878</u> |
| TOTAL EXPENSES | <u>\$ 538,701</u> | <u>\$ 622,268</u> | <u>\$ 550,970</u> | <u>\$ 525,879</u> |
| ENDING FUND BALANCE: | | | | |
| Unreserved, Undesignated | \$ (261,814) | \$ (124,415) | \$ (309,229) | \$ (298,705) |
| TOTAL ENDING FUND BALANCE | <u>\$ (261,814)</u> | <u>\$ (124,415)</u> | <u>\$ (309,229)</u> | <u>\$ (298,705)</u> |
| IDEAL FUND BALANCE | \$ 131,742 | \$ 142,125 | \$ 124,300 | \$ 119,500 |
| OVER (UNDER) IDEAL FUND BALANCE | \$ (393,556) | \$ (266,539) | \$ (433,529) | \$ (418,205) |

* Includes budget amendments that were approved by City Council on 2/1/11 and 4/19/11.

**CITY OF COPPERAS COVE
FISCAL YEAR 2011-12 PROPOSED BUDGET
LIBRARY GIFTS & MEMORIALS
SUMMARY OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE**

| Account | Description | Actual FY 2009-10 | Adopted Budget* FY 2010-11 | Projected FY 2010-11 | Proposed FY 2011-12 |
|-------------------------------------|-------------------------------|----------------------|----------------------------------|-------------------------|------------------------|
| BEGINNING FUND BALANCE | | | | | |
| | Unreserved, Undesignated | \$ 8,579 | \$ 4,227 | \$ 8,290 | \$ 7,556 |
| TOTAL BEGINNING FUND BALANCE | | <u>\$ 8,579</u> | <u>\$4,227</u> | <u>\$ 8,290</u> | <u>\$ 7,556</u> |
| REVENUES | | | | | |
| 11-370-6001 | Interest Revenue | \$ 13 | \$ 20 | \$ 5 | \$ 5 |
| 11-390-1001 | Library Gifts & Memorials | 1,258 | 4,749 | 5,000 | 300 |
| TOTAL REVENUES | | <u>\$ 1,270</u> | <u>\$ 4,769</u> | <u>\$ 5,005</u> | <u>\$ 305</u> |
| TOTAL FUNDS AVAILABLE | | <u>\$ 9,849</u> | <u>\$ 8,996</u> | <u>\$ 13,295</u> | <u>\$ 7,861</u> |
| EXPENDITURES | | | | | |
| 11-4320-7100-2100 | Book Purchases | \$ - | \$ 500 | \$ - | \$ 500 |
| 11-4320-7100-2840 | Minor Equipment - General | - | 1,200 | 800 | 1,200 |
| 11-4320-7100-2842 | Minor Equipment - Electronics | - | 2,147 | 1,500 | 2,150 |
| 11-4320-7100-2844 | Minor Equipment - Software | - | 400 | 400 | 400 |
| 11-4320-7100-6400 | Dues and Subscriptions | - | 2,000 | 2,000 | 2,000 |
| 11-4320-7100-7100 | Memorial Brickpavers | 210 | 200 | 180 | 180 |
| 11-4320-7100-8501 | Adult & Young Adult Books | 241 | 749 | 50 | 60 |
| 11-4320-7100-8502 | Children's Books | 1,108 | 100 | - | 100 |
| 11-4320-7100-8503 | Reference Books | - | 190 | - | 190 |
| 11-4320-7100-8504 | Audiovisual Items | - | - | - | - |
| 11-4320-7100-8505 | Genealogy Material | - | 1,510 | 809 | 1,081 |
| TOTAL EXPENDITURES | | <u>\$ 1,559</u> | <u>\$ 8,996</u> | <u>\$ 5,739</u> | <u>\$ 7,861</u> |
| ENDING FUND BALANCE: | | | | | |
| | Unreserved, Undesignated | \$ 8,290 | \$ - | \$ 7,556 | \$ - |
| TOTAL ENDING FUND BALANCE | | <u>\$ 8,290</u> | <u>\$ -</u> | <u>\$ 7,556</u> | <u>\$ -</u> |

* Includes budget amendments that were approved by City Council on 2/1/11 and 4/19/11.

**CITY OF COPPERAS COVE
FISCAL YEAR 2011-12 PROPOSED BUDGET
HOTEL OCCUPANCY TAX FUND
SUMMARY OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE**

| Account | Description | Actual FY 2009-10 | Adopted Budget* FY 2010-11 | Projected FY 2010-11 | Proposed FY 2011-12 |
|-------------------------------------|--------------------------------------|----------------------|----------------------------------|-------------------------|------------------------|
| BEGINNING FUND BALANCE | | | | | |
| | Unreserved, Undesignated | \$ 83,645 | \$ 56,463 | \$ 39,493 | \$ (3,355) |
| | Prior Period Adjustment | - | - | - | - |
| TOTAL BEGINNING FUND BALANCE | | <u>\$ 83,645</u> | <u>\$ 56,463</u> | <u>\$ 39,493</u> | <u>\$ (3,355)</u> |
| REVENUES | | | | | |
| 14-310-1001.1 | Hotel Occupancy Tax - Best Western | \$ 49,595 | \$ 50,000 | \$ 45,000 | \$ 47,000 |
| 14-310-1001.2 | Hotel Occupancy Tax - Luxury Inn | 6,371 | 7,000 | 6,350 | 6,700 |
| 14-310-1001.3 | Hotel Occupancy Tax - Cactus Lodge | 11,585 | 12,000 | 12,000 | 13,000 |
| 14-310-1001.4 | Hotel Occupancy Tax - Motel 8 | 25,143 | 28,000 | 23,500 | 25,500 |
| 14-310-1001.5 | Hotel Occupancy Tax - Relax Inn | 8,353 | 9,000 | 7,500 | 8,500 |
| 14-310-1001.6 | Hotel Occupancy Tax - Comfort Suites | 67,377 | 70,000 | 63,500 | 65,000 |
| 14-310-1001.7 | Hotel Occupancy Tax - Days Inn | 48,445 | 47,000 | 43,500 | 46,000 |
| 14-360-2001 | Transfer to General Fund | - | 200 | - | - |
| 14-370-6001 | Interest Revenue | 200 | - | 90 | - |
| TOTAL REVENUES | | <u>\$ 217,069</u> | <u>\$ 223,200</u> | <u>\$ 201,440</u> | <u>\$ 211,700</u> |
| TOTAL FUNDS AVAILABLE | | <u>\$ 300,714</u> | <u>\$ 279,663</u> | <u>\$ 240,933</u> | <u>\$ 208,345</u> |
| EXPENDITURES | | | | | |
| 14-4502-1400-207 | Other Operating Costs | \$ 149 | \$ - | \$ - | \$ - |
| 14-4502-1400-220 | Promo of Tourism - Chamber of Comme | 186,000 | 177,750 | 177,750 | 121,000 |
| 14-4502-1400-220 | Promo Tourism - Boys & Girls | - | - | - | - |
| 14-4502-1400-220 | Promo Tourism - Downtown | 11,035 | - | - | - |
| 14-4502-1400-221 | Texas Lodging Advertising | 2,225 | 2,500 | 2,225 | - |
| 14-4502-1400-236 | Promo of Arts - C. Cove Country Opry | 2,000 | - | - | - |
| 14-4502-1400-445 | C.H.A.M.P.S. | 30,000 | 30,000 | 30,000 | 20,000 |
| 14-4502-1400-840 | Equipment - Electronic | - | - | - | - |
| 14-4502-1400-930 | Principal - 2009 Tax Notes | 25,000 | 30,000 | 30,000 | 30,000 |
| 14-4502-1400-940 | Interest - 2009 Tax Notes | 4,813 | 4,313 | 4,313 | 3,713 |
| 14-4502-1400-992 | Contingencies | - | - | - | - |
| TOTAL EXPENDITURES | | <u>\$ 261,221</u> | <u>\$ 244,563</u> | <u>\$ 244,288</u> | <u>\$ 174,713</u> |
| ENDING FUND BALANCE: | | | | | |
| | Unreserved, Undesignated | \$ 39,493 | \$ 35,100 | \$ (3,355) | \$ 33,632 |
| TOTAL ENDING FUND BALANCE | | <u>\$ 39,493</u> | <u>\$ 35,100</u> | <u>\$ (3,355)</u> | <u>\$ 33,632</u> |

* Includes budget amendments that were approved by City Council on 2/1/11 and 4/19/11.

**CITY OF COPPERAS COVE
FISCAL YEAR 2011-12 PROPOSED BUDGET
ANIMAL SHELTER FUND
SUMMARY OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE**

| Account | Description | Actual FY 2009-10 | Adopted Budget* FY 2010-11 | Projected FY 2010-11 | Proposed FY 2011-12 |
|-------------------------------------|--------------------------|-------------------------|----------------------------------|-------------------------|------------------------|
| BEGINNING FUND BALANCE | | | | | |
| | Unreserved, Undesignated | \$ 18,280 | \$ 15,406 | \$ 17,566 | \$ 17,676 |
| TOTAL BEGINNING FUND BALANCE | | <u>\$ 18,280</u> | <u>\$ 15,406</u> | <u>\$ 17,566</u> | <u>\$ 17,676</u> |
| REVENUES | | | | | |
| 15-370-6001 | Interest Revenue | \$ 25 | \$ 40 | \$ 10 | \$ 10 |
| 15-390-1001 | Shelter Donation | - | 100 | 100 | - |
| TOTAL REVENUES | | <u>\$ 25</u> | <u>\$ 140</u> | <u>\$ 110</u> | <u>\$ 10</u> |
| TOTAL FUNDS AVAILABLE | | <u>\$ 18,305</u> | <u>\$ 15,546</u> | <u>\$ 17,676</u> | <u>\$ 17,686</u> |
| EXPENDITURES | | | | | |
| | Designated Expenses | \$ 739 | \$ 15,546 | \$ - | \$ 17,686 |
| TOTAL EXPENDITURES | | <u>\$ 739</u> | <u>\$ 15,546</u> | <u>\$ -</u> | <u>\$ 17,686</u> |
| ENDING FUND BALANCE: | | | | | |
| | Unreserved, Undesignated | \$ 17,566 | \$ - | \$ 17,676 | \$ - |
| TOTAL ENDING FUND BALANCE | | <u><u>\$ 17,566</u></u> | <u><u>\$ -</u></u> | <u><u>\$ 17,676</u></u> | <u><u>\$ -</u></u> |

* Includes budget amendments that were approved by City Council on 2/1/11 and 4/19/11.

**CITY OF COPPERAS COVE
FISCAL YEAR 2011-12 PROPOSED BUDGET
COURT EFFICIENCY FUND
SUMMARY OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE**

| Description | Actual FY 2009-10 | Adopted Budget* FY 2010-11 | Projected FY 2010-11 | Proposed FY 2011-12 |
|-------------------------------------|-------------------------|----------------------------------|-------------------------|------------------------|
| BEGINNING FUND BALANCE: | | | | |
| Unreserved, Undesignated | \$ 15,635 | \$ 15,473 | \$ 16,073 | \$ 12,375 |
| Prior Period Adjustment | - | - | - | - |
| TOTAL BEGINNING FUND BALANCE | <u>\$ 15,635</u> | <u>\$ 15,473</u> | <u>\$ 16,073</u> | <u>\$ 12,375</u> |
| REVENUES | | | | |
| Court Efficiency Revenue | \$ 4,118 | \$ 5,150 | \$ 2,450 | \$ 2,550 |
| Interest Revenue | 32 | 30 | 30 | 25 |
| TOTAL REVENUES | <u>\$ 4,150</u> | <u>\$ 5,180</u> | <u>\$ 2,480</u> | <u>\$ 2,575</u> |
| TOTAL FUNDS AVAILABLE | <u>\$ 19,785</u> | <u>\$ 20,653</u> | <u>\$ 18,553</u> | <u>\$ 14,950</u> |
| TOTAL EXPENDITURES | <u>\$ 3,712</u> | <u>\$ 9,178</u> | <u>\$ 6,178</u> | <u>\$ 6,497</u> |
| ENDING FUND BALANCE: | | | | |
| Unreserved, Undesignated | \$ 16,073 | \$ 11,475 | \$ 12,375 | \$ 8,453 |
| TOTAL ENDING FUND BALANCE | <u><u>\$ 16,073</u></u> | <u><u>\$ 11,475</u></u> | <u><u>\$ 12,375</u></u> | <u><u>\$ 8,453</u></u> |

Note: The Court Efficiency Fund was in a combined Municipal Court Special Revenue fund prior to FY 2008-09.

* Includes budget amendments that were approved by City Council on 2/1/11 and 4/19/11.

**CITY OF COPPERAS COVE
FISCAL YEAR 2011-12 PROPOSED BUDGET
COURT TECHNOLOGY FUND
SUMMARY OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE**

| Description | Actual FY 2009-10 | Adopted Budget* FY 2010-11 | Projected FY 2010-11 | Proposed FY 2011-12 |
|-------------------------------------|----------------------|----------------------------------|-------------------------|------------------------|
| BEGINNING FUND BALANCE: | | | | |
| Unreserved, Undesignated | \$ 103,039 | \$ 80,360 | \$ 80,179 | \$ 40,860 |
| Prior Period Adjustment | - | - | - | - |
| TOTAL BEGINNING FUND BALANCE | <u>\$ 103,039</u> | <u>\$ 80,360</u> | <u>\$ 80,179</u> | <u>\$ 40,860</u> |
| REVENUES | | | | |
| Court Technology Revenue | \$ 29,018 | \$ 29,000 | \$ 19,700 | \$ 20,300 |
| Interest Revenue | 190 | 200 | 115 | 130 |
| TOTAL REVENUES | <u>\$ 29,209</u> | <u>\$ 29,200</u> | <u>\$ 19,815</u> | <u>\$ 20,430</u> |
| TOTAL FUNDS AVAILABLE | <u>\$ 132,248</u> | <u>\$ 109,560</u> | <u>\$ 99,994</u> | <u>\$ 61,290</u> |
| TOTAL EXPENDITURES | <u>\$ 52,069</u> | <u>\$ 63,659</u> | <u>\$ 59,134</u> | <u>\$ 30,919</u> |
| ENDING FUND BALANCE: | | | | |
| Unreserved, Undesignated | \$ 80,179 | \$ 45,901 | \$ 40,860 | \$ 30,371 |
| TOTAL ENDING FUND BALANCE | <u>\$ 80,179</u> | <u>\$ 45,901</u> | <u>\$ 40,860</u> | <u>\$ 30,371</u> |

Note: The Court Technology Fund was in a combined Municipal Court Special Revenue fund prior to FY 2008-09.

* Includes budget amendments that were approved by City Council on 2/1/11 and 4/19/11.

**CITY OF COPPERAS COVE
FISCAL YEAR 2011-12 PROPOSED BUDGET
COURT SECURITY FUND
SUMMARY OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE**

| Description | Actual FY 2009-10 | Adopted Budget* FY 2010-11 | Projected FY 2010-11 | Proposed FY 2011-12 |
|-------------------------------------|----------------------|----------------------------------|-------------------------|------------------------|
| BEGINNING FUND BALANCE: | | | | |
| Unreserved, Undesignated | \$ 28,005 | \$ 12,955 | \$ 17,208 | \$ 559 |
| Prior Period Adjustment | - | - | - | - |
| TOTAL BEGINNING FUND BALANCE | <u>\$ 28,005</u> | <u>\$ 12,955</u> | <u>\$ 17,208</u> | <u>\$ 559</u> |
| REVENUES | | | | |
| Court Security Revenue | \$ 21,994 | \$ 20,900 | \$ 15,410 | \$ 15,885 |
| Interest Revenue | 58 | 60 | 45 | 15 |
| Transfer in from Fund 01 | - | 1,513 | 1,513 | - |
| TOTAL REVENUES | <u>\$ 22,052</u> | <u>\$ 22,473</u> | <u>\$ 16,968</u> | <u>\$ 15,900</u> |
| TOTAL FUNDS AVAILABLE | <u>\$ 50,057</u> | <u>\$ 35,428</u> | <u>\$ 34,176</u> | <u>\$ 16,459</u> |
| TOTAL EXPENDITURES | <u>\$ 32,849</u> | <u>\$ 35,428</u> | <u>\$ 33,617</u> | <u>\$ -</u> |
| ENDING FUND BALANCE: | | | | |
| Unreserved, Undesignated | \$ 17,208 | \$ - | \$ 559 | \$ 16,459 |
| TOTAL ENDING FUND BALANCE | <u>\$ 17,208</u> | <u>\$ -</u> | <u>\$ 559</u> | <u>\$ 16,459</u> |

Note: The Court Security Fund was in a combined Municipal Court Special Revenue fund prior to FY 2008-09.

* Includes budget amendments that were approved by City Council on 2/1/11 and 4/19/11.

FULL-TIME EQUIVALENT (FTE) PERSONNEL SCHEDULE :

| Position Title | Number of Positions | | | |
|----------------|---------------------|------------|------------|------------|
| | FY 2008-09 | FY 2009-10 | FY 2010-11 | FY 2011-12 |
| Bailiff* | - | - | 0.5 | - |
| Total | <u>-</u> | <u>-</u> | <u>0.5</u> | <u>-</u> |

* In FY 2008-09 and FY 2009-10, a Police Officer performed the Bailiff duties in Municipal Court and actual time worked as a bailiff was funded with Municipal Court Security funds.

Note: For FY 2011-12, the Bailiff position is being funded in Municipal Court in the General Fund.

**CITY OF COPPERAS COVE
FISCAL YEAR 2011-12 PROPOSED BUDGET
OTHER FUNDS
SUMMARY OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE**

| Fund Description | Beginning Fund Balance | Revenues | Expenditures | Ending Fund Balance |
|----------------------------------|-----------------------------------|-------------------|---------------------|--------------------------------|
| Revolving Loan Fund | \$ 74,000 | \$ 16,400 | \$ - | \$ 90,400 |
| City-Wide Donation Fund | 24,726 | 10,725 | 35,451 | - |
| City-Wide Grants (SAFER Grant) | 7,652 | 403,023 | 410,675 | - |
| FEMA Grant Fund | 3,903 | - | 3,903 | - |
| Police State Seizure Fund | 9,766 | 20 | 9,786 | - |
| Police Federal Seizure Fund | 2,104 | - | 2,104 | - |
| Law Enforcement Block Grant Fund | 7,109 | 10 | 7,119 | - |
| Fire Department Grants Fund | 9,425 | 10 | 9,435 | - |
| Library Grants Fund | 15,363 | 10 | 15,373 | - |
| Tobacco Grant Fund | - | 1,500 | 1,500 | - |
| Total Other Funds | \$ 154,048 | \$ 431,698 | \$ 495,346 | \$ 90,400 |

City Council Regular

I. 2.

Meeting Date: 09/06/2011

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

SUBJECT

Consideration and action on an ordinance adopting the tax rate for fiscal year 2011-2012. **Ryan D. Haverlah, Assistance Director of Financial Services/Budget Director**

BACKGROUND/HISTORY

At the August 4, 2011 Special City Council Meeting, the City Council took action to propose a tax rate of 76.39 cents per \$100 of taxable assessed valuation. The proposed tax rate is equal to the effective tax rate, which is comparable to the tax revenues adopted for the 2010-2011 fiscal year. The effective tax rate and the rollback tax rate were calculated by the Coryell County Tax Assessor and Collector, at 76.39 cents and 85.36 cents per \$100 of taxable assessed valuation, respectively. Additionally, per "Truth in Taxation" requirements, the City Council of the City of Copperas Cove did not have to hold the required public hearings on a proposed tax increase since the City Council did not propose a tax rate greater than the effective tax rate.

FINDINGS/CURRENT ACTIVITY

A proposed tax rate of 76.39 cents per \$100 of taxable assessed valuation is included in the Proposed Budget. In accordance with Property Tax Code, the governing body must adopt a tax rate by September 30th, and after the governing body has adopted a budget.

ACTION OPTIONS/RECOMMENDATION

City staff recommends that the City Council approve Ordinance No. 2011-41, adopting the tax rate of the City of Copperas Cove for fiscal year 2011-2012.

Fiscal Impact

Funds available Y/N?: Y

FINANCIAL IMPACT:

Adoption of a tax rate of 76.39 cents per \$100 valuation will generate \$6,227,771 for the general fund and \$2,521,476 for the interest and sink (debt service) fund. The amounts are included in the estimated revenues of the fiscal year 2011-2012 annual budget.

Attachments

Ordinance

ORDINANCE NO. 2011-42

AN ORDINANCE ADOPTING THE TAX RATE AND LEVYING A TAX UPON ALL PROPERTY SUBJECT TO TAXATION WITHIN THE CITY OF COPPERAS COVE, TEXAS, FOR THE 2011 TAX YEAR FOR THE USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF COPPERAS COVE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2011 AND ENDING ON SEPTEMBER 30, 2012; APPORTIONING SAID LEVY AMONG THE VARIOUS FUNDS AND ITEMS FOR WHICH REVENUE MUST BE RAISED INCLUDING PROVIDING A SINKING FUND FOR THE RETIREMENT OF THE BONDED DEBT OF THE CITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Chief Appraiser of the Coryell County Tax Appraisal District has prepared and certified the appraisal roll of the City of Copperas Cove, Texas, said roll being that portion of the approved appraisal roll of the Coryell County Tax Appraisal District which lists property taxable by the City of Copperas Cove, Texas; and

WHEREAS, the Tax Assessor and Collector of Coryell County has performed the statutory calculations required by Section 26.04 of the Texas Property Tax Code, and has published the effective tax rate, the rollback tax rate, an explanation of how they were calculated, and has fulfilled all other requirements for publication as contained in Section 26.04(e) of the Texas Property Tax Code, in a manner designated to come to the attention of all residents of said City and has submitted said rates to the City Council of said City prior to the regular City Council meeting of September 6, 2011; and

WHEREAS, the City Council has complied with all applicable requirements of the Texas Property Tax Code prior to the setting of the tax rate for said City for 2011.

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

SECTION 1.

That the tax of the City of Copperas Cove, Texas for the tax year 2011 be, and is hereby, set at 76.3900 cents on each one hundred dollars (\$100) of the taxable value of real and personal property not exempt from taxation by the constitution and laws of this state situated within the corporate limits of said City.

SECTION 2.

That there is hereby levied for the tax year 2010 upon all real and personal property not exempt from taxation by the constitution and laws of this state situated within the corporate limits of said City, and there shall be collected for the use and support of the municipal government of the City of Copperas Cove, Texas, to provide sinking fund for the retirement of the bonded debt of said City and to provide for permanent improvements in said City, said tax; and said tax, so levied and collected, shall be apportioned to the specific purposes hereinafter set forth; to-wit:

- A. For the payment of current expenses and to be deposited in the general fund (for the purposes of maintenance and operations) 0.5410 cents on each one hundred dollars (\$100) of the taxable value of such property; and,
- B. To provide for sinking funds for the payment of the principal and interest and the retirement of the bonded debt, and the same shall become due as shall be necessary to pay the principal and interest of the current year as follows:

0.2190 cents per one hundred dollars (\$100) valuation.

SECTION 3.

That the Coryell County Tax Assessor and Collector is hereby authorized to assess and collect the taxes of said City employing the above tax rate.

SECTION 4.

That the Director of Financial Services of said City shall keep accurate and complete records of all monies collected under this Ordinance and the purposes for which same are expended.

SECTION 5.

That monies collected pursuant to this Ordinance shall be expended as set forth in the City of Copperas Cove Annual Budget for FY 2011-2012.

SECTION 6.

That all monies collected which are not specifically appropriated shall be deposited in the general fund.

SECTION 7.

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

PASSED, APPROVED AND ADOPTED this 6th day of September 2011, at a regular meeting of the City Council of the City of Copperas Cove, Texas, which meeting was held in compliance with the Open Meetings Act, *Tex. Gov't Code* 551.001, et.seq., at which meeting a quorum was present and voting.

John Hull, Mayor

ATTEST:

Jane Lees, City Secretary

APPROVED AS TO FORM:

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

City Council Regular

I. 3.

Meeting Date: 09/06/2011

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

SUBJECT

Consideration and action to ratify the vote approving and adopting a budget for fiscal year 2011-12 and the vote to adopt the tax rate for fiscal year 2011-12. **Ryan D. Haverlah, Assistant Director of Financial Services/Budget Director**

BACKGROUND/HISTORY

Local Government Code, Section 102.007 requires a separate vote of the governing body of a city to ratify the property tax revenue increase reflected in the budget. The separate vote is in addition to and separate from the vote to adopt the budget or a vote required to set the tax rate.

FINDINGS/CURRENT ACTIVITY

Adoption of a budget that requires raising more revenue from property taxes than in the previous year also requires a separate vote of the governing body to ratify the budget reflecting the increased revenue.

The proposed budget includes the following property tax revenue increase:

| | FY 2010-2011 | FY 2011-2012 | Increase/ (Decrease) |
|-------------------------|--------------|--------------|-------------------------|
| General Fund | 6,717,742 | 6,227,771 | |
| Interest & Sinking Fund | 1,875,766 | 2,521,476 | |
| Total | 8,593,508 | 8,749,247 | 155,739 |

ACTION OPTIONS/RECOMMENDATION

City staff recommends City Council ratify the vote approving and adopting the budget and adopting the tax rate for the City of Copperas Cove for fiscal year 2011-12.

City Council Regular

I. 4.

Meeting Date: 09/06/2011

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

SUBJECT

Consideration and action on an ordinance amending the City's Fee Schedule. **Ryan D. Haverlah, Assistant Director of Financial Services/Budget Director**

BACKGROUND/HISTORY

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

FINDINGS/CURRENT ACTIVITY

The City of Copperas Cove, as part of the annual budget process, reviews the Fee Schedule for deletions, revisions, and additions. Changes to the fee schedule were discussed at a Budget Workshop on August 4, 2011, and are summarized below:

Fire Department

Revised Fees:

- Annual License Fee - Private Ambulance Service - from \$2,500.00 to \$3,000.00.
- Ambulance Transport Rates - Outside City Limits - from \$800.00 + mileage to \$850.00 + mileage.
- "No Transport Fee" within the City - from \$150.00 + \$15/mile to \$200.00 + \$15/mile.
- "No Transport Fee" outside City Limits - from \$200.00 + \$15/mile to \$250.00 + \$15/mile.
- Personnel support - Each additional personnel - from \$50.00/hour to \$50.00/half hour.
- Personnel support - Investigator - from \$50.00/hour to \$50.00/half hour.
- Disposable supplies, damaged or contaminated equipment, fire hose, nozzles, etc. - adding a 15% administration fee to the Replacement Cost including Shipping.
- Fireworks Display Permit - from \$250.00 to \$500.00.
- Birthday Party at the Fire House - from \$30.00 to \$35.00.

New Fees:

- Licensed Facility Inspections Outside the City Limits
 - Private Schools, Day Care, Nursing Home, Assisted Living Centers (less than 50 occupants) - \$100.00 + \$5/mile from Fire Station.
 - Private Schools, Day Care, Nursing Home, Assisted Living Centers (more than 50 occupants) - \$200.00 + \$5/mile from Fire Station.
 - Foster Home, Adoptive Home - \$50.00 + \$5/mile from Fire Station.
 - Re-inspection Fee - \$200.00 + \$5/mile from Fire Station.

Parks and Recreation Department

Revised Fees:

- Swimming Pool Admission for Children (0-16 years) - from \$2.00 to \$3.00.
- Civic Center
 - Deposit - from \$500.00 to \$400.00.
 - Rental Fee - from \$400.00 to \$500.00.
- Pool Parties
 - Additional Fee for 76-100 people - from \$50.00 to \$100.00.
 - Additional Fee for 101-125 people - from \$75.00 to \$125.00.

Revised Language to Fees:

- Summer Swim Pass for Family of 4 - Remove \$10.00 for each additional family member.

New Fees:

- Civic Center
 - Event Set Up Fee - \$100.00.
 - Kitchen Rental - \$100.00.
 - Sound System Rental - \$100.00.
- Pool Party Additional Fee for over 125 people - \$150.00.
- Basketball Team Fee for Division I Teams - \$500.00.

Planning

New Fee:

- Dedication Plat - \$250.00.

Library Department

Deleted Fees:

- Lost Vertical File Material - remove.
- Overdue Postage - Certified (per notice) - remove.
- Repaired Videos/Audio Cassettes, DVDs, CDs - remove.
- Single Cassette Albums - remove.
- Double Cassette Albums - remove.
- Three Cassette Albums - remove.
- Four Cassette Albums - remove.
- Six Cassette Albums - remove.
- Eight Cassette Albums - remove.
- Ten Cassette Albums - remove.
- Twelve Cassette Albums - remove.
- Blank Computer Disk - remove.

Revised Fees:

- CD Albums 34-48+ Capacity Storage - from \$14.00 to \$15.00.
- Protective Strips - CDs/DVDs - from \$1.00 to \$2.00.

New Fees:

- Computer Class (per class period) - \$10.00.
- Audio Cassette Kit - \$2.00.
- CD TRIMpak Case - \$2.00.
- Minor Damage Fee per Item - \$5.00.
- Senior Center
 - Deposit - \$200.00.
 - Rental (1 hour) - \$100.00.
 - Rental (each additional hour) - \$20.00.

Code and Health Compliance Department

Deleted Fees:

- Food Handler Card for 1 year - remove.
- Manager Accreditation Course and Certification - remove.
- Manager Accreditation Renewal - remove.

Revised Fees:

- Replacement of Lost Food Handlers Card - from \$5.00 to \$15.00.

New Fees:

- Food Handler Card for 2 year through Online Training - \$14.00.
- Registration of non-city-provided Food Handler Cards with the City - \$10.00.
- Manager Accreditation Registration of Certification within the City - \$10.00.

Administrative Fees - Non-Departmental

New Fees:

- Notary Public Fee - First signature on one document - \$6.00.
- Notary Public Fee - Each additional signature after the first signature on one document - \$1.00.

Utilities Department

Revised Fees:

- Water Customer Deposits for 3/4" meter - from \$34.00 to \$50.00.
- Sewer Customer Deposits for Residential - from \$21.00 to \$50.00.
- Water Rate per 1,000 Gallons of Water for 3/4" meter - from \$2.98 to \$3.07.
- Sewer Rate per 1,000 Gallons of Water (all customers) - from \$3.60 to \$4.00.

New Fees:

- Utilities Credit Card Payment Phone Convenience Fee - \$2.00.
- Disconnect Fee - \$6.00.
- Automatic Blanket Deposit - \$100.00.
- Non-Automatic Blanket Deposit - \$100.00.

Solid Waste Department

Revised Fees:

- Solid Waste Deposit for Residential - from \$35.00 to \$40.00.
- Solid Waste Deposit for Commercial - from \$60.00 to \$65.00.
- Kraft Bags - from \$0.31 + sales tax to \$0.34 + sales tax.

ACTION OPTIONS/RECOMMENDATION

City staff recommends approval of Ordinance 2011-43 amending the City's Fee Schedule.

Fiscal Impact

Funds available Y/N?: Y

FINANCIAL IMPACT:

The fee revisions and additions are estimated to generate additional for each fund as summarized below:

- General Fund - \$69,945
- Water Fund - \$13,000
- Solid Waste Fund - \$1,020

Attachments

Ordinance & Fee Schedule

ORDINANCE NO. 2011-43

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

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

WHEREAS, Various fees charged by the City of Copperas Cove were reviewed during the budget process. Several fees require adjustments due to cost to provide service; and

WHEREAS, City staff has reviewed all current fees charged by the City and recommends changes to current fees in order to provide cost recovery and flexibility.

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

SECTION 1.

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

SECTION 2.

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

SECTION 3.

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

SECTION 4.

That this ordinance shall go into effect upon passage.

PASSED, APPROVED AND ADOPTED this 6th day of September 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 OF COPPERAS COVE
ADOPTED FEE SCHEDULE
EFFECTIVE SEPTEMBER 6, 2011**

Ordinance 2010-38 (Exhibit 1)
**Proposed Fee for
FY 2011-2012**

POLICE DEPARTMENT

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

ANIMAL CONTROL

| | |
|---|----------|
| Surrender Fees: | |
| - Resident | \$5.00 |
| - Non-Resident | \$10.00 |
| Adoption Fees: | |
| - Dogs | \$15.00 |
| - Cats | \$15.00 |
| <i>(Adoption fees for life threatening illness/injury, medical/physical disability or neonatal (mother & litter) may be waived by designated staff with approval of Assistant City Manager or City Manager)</i> | |
| City Licenses: | |
| - Dogs | \$3.00 |
| - Cats | \$3.00 |
| Impound Fees: | |
| - Reclaimed First Day | \$20.00 |
| - Additional Days (per day) | \$3.00 |
| - If the animal was tranquilized (adding to the impound fee) | \$10.00 |
| - Daily Boarding Fee (after owner notification) | \$5.00 |
| - Quarantine Fee (per day) | \$10.00 |
| Exotic Wildlife Permit | \$25.00 |
| Animal Vendor Fee | \$70.00 |
| Vicious/Dangerous Animal Registration | \$150.00 |

**CITY OF COPPERAS COVE
ADOPTED FEE SCHEDULE
EFFECTIVE SEPTEMBER 6, 2011**

| | Ordinance 2010-38 (Exhibit 1) | Proposed Fee for FY 2011-2012 |
|---|--------------------------------------|--|
| Dangerous Animal Sign | \$25.00 | |
| Euthanasia: | | |
| - Resident | \$15.00 | |
| - Non-Resident | \$25.00 | |
| Duplicate License Tag | \$2.00 | |
| Disposal of Farm Animals (varies depending on weight and use of heavy equipment): | | |
| Animal Control Standard Fee | \$25.00 | |
| Plus (if necessary) utilizing a front loader | \$75.00/hr | |
| Plus disposal fee | \$0.0235/pound | |
| Microchip Fee (Cats & Dogs) | \$10.25 | |
| Deer Feeding Violation (Ord 2007-03) - 1st Offense | \$50.00 | |
| Deer Feeding Violation (Ord 2007-03) - 2nd Offense | \$100.00 | |
| Deer Feeding Violation (Ord 2007-03) - 3rd Offense & Beyond | \$150.00 | |

FIRE DEPARTMENT

EMS

| | | |
|--|----------------------|----------------------|
| Annual License Fee - Private Ambulance Service | \$2,500.00 | \$3,000.00 |
| <i>(Above fee may be waived by the Fire Chief with approval of the City Manager according to the City's internal policy.)</i> | | |
| Non-Emergency Service Call (per half hour) | \$50.00 | |
| Witness Fees (per half hour) | \$50.00 | |
| Stand-by-Time (per half hour) | \$50.00 | |
| Ambulance Transport Rates: | | |
| - Base BLS Inside City Limits | \$650.00 + mileage | |
| - Base ALS 1 Inside City Limits | \$750.00 + mileage | |
| - Base ALS 2 Inside City Limits | \$850.00 + mileage | |
| - Outside City Limits | \$800.00 + mileage | \$850.00 + mileage |
| <i>(does not apply if covered by separate contract)</i> | | |
| - Mileage Charge from Station to Delivery Point (per mile rounded to whole miles) | \$15.00 | |
| - "No Transport Fee" - City (if requested by patient or family) | \$150.00 + \$15/mile | \$200.00 + \$15/mile |
| - "No Transport Fee" - County (if requested by patient or family) | \$200.00 + \$15/mile | \$250.00 + \$15/mile |
| <i>(does not apply if County is covered by separate contract)</i> | | |
| <i>(Above "No Transport Fee" may be waived by the Fire Chief with approval of the City Manager according to the City's internal policy.)</i> | | |

FIRE

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

| | | |
|---|----------|-------------------------|
| Engine with up to 3 personnel (per hour) | \$500.00 | |
| Ladder with up to 3 personnel (per hour) | \$600.00 | |
| Brush truck with up to 2 personnel (per hour) | \$400.00 | |
| Command / Support Vehicle (per hour) | \$200.00 | |
| Each additional personnel (per hour) | \$50.00 | \$50.00 (per half hour) |

**CITY OF COPPERAS COVE
ADOPTED FEE SCHEDULE
EFFECTIVE SEPTEMBER 6, 2011**

| | Ordinance 2010-38 (Exhibit 1) | Proposed Fee for FY 2011-2012 |
|--|--------------------------------------|--|
| Investigator (per hour) | \$50.00 | \$50.00 (per half hour) |
| Extrication tools (per hour) | \$50.00 | |
| Disposable supplies, damaged or contaminated equipment, fire hose, nozzles, etc. | Replacement Cost including Shipping | Replacement Cost including Shipping PLUS 15% Admin Fee |
| <u>FIRE INSPECTIONS</u> | | |
| Fixed Piping Systems Permit | \$125.00 | |
| Permit covers the following: | | |
| - Plans review | | |
| - Necessary meetings | | |
| - Witnessing tests | | |
| - Final inspection/approval | | |
| Fire Alarm Systems Permit | \$125.00 | |
| Permit covers the following: | | |
| - Plans review | | |
| - Necessary meetings | | |
| - Witnessing tests | | |
| - Final inspection/approval | | |
| (Note: permit fee covers up to 200 devices. Each additional device over 200 is \$1.00 per device. Maximum permit fee is \$1,000.00.) | | |
| Fire Protection Systems Permit | \$125.00 | |
| Permit covers the following: | | |
| - Plans review | | |
| - Necessary meetings | | |
| - Witnessing tests | | |
| - Final inspection/approval | | |
| Above & Below Ground Fuel Storage Tank Installation and Removal | \$125.00 | |
| Permit covers the following: | | |
| - Plans review | | |
| - Necessary meetings (if necessary) | | |
| - Witnessing tests | | |
| - Final inspection/approval | | |
| Fireworks Display (Public Display) Permit | \$250.00 | \$500.00 |
| Permit covers the following: | | |
| - Plans review & site inspections | | |
| - Necessary meetings | | |
| | | Requires proof of liability coverage or bond |

**CITY OF COPPERAS COVE
ADOPTED FEE SCHEDULE
EFFECTIVE SEPTEMBER 6, 2011**

Ordinance 2010-38 (Exhibit 1)
**Proposed Fee for
FY 2011-2012**

- Witnessing tests
- Final inspection/approval

Licensed Facility Inspections

Inside City Limits

- Private Schools, Day Care, Nursing Home, Assisted Living Centers (less than 50 occupants) \$50.00
- Private Schools, Day Care, Nursing Home, Assisted Living Centers (50 or more occupants) \$100.00
- Foster Home, Adoptive Home No Charge
- Re-inspection Fee (charged when both the initial and one re-inspection have failed) \$100.00

Outside City Limits

- Private Schools, Day Care, Nursing Home, Assisted Living Centers (less than 50 occupants) \$100 + \$5.00 per mile from Fire Station Added in FY2011
- Private Schools, Day Care, Nursing Home, Assisted Living Centers (50 or more occupants) \$200 + \$5.00 per mile from Fire Station Added in FY2011
- Foster Home, Adoptive Home \$50 + \$5.00 per mile from Fire Station Added in FY2011
- Re-inspection Fee (charged when both the initial and one re-inspection have failed) \$200 + \$5.00 per mile from Fire Station Added in FY2011

Burn Permit Fee (per permit, per day) (one permit per property location) \$100.00

CENTRAL FIRE STATION MEETING ROOM RENTAL

(Reservations Required)

- Government Entity No Charge
- Youth Groups (per 4 hour block) \$20.00
- Non-Profit Organizations not affiliated with the COCC (per 4 hour block) \$20.00
- Private Organizations (per 4 hour block) \$30.00
- Birthday Party at the Fire House (includes half-sheet cake) \$30.00 \$35.00

BUILDING & DEVELOPMENT

New Construction:

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

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

Alterations/Repairs:

**CITY OF COPPERAS COVE
ADOPTED FEE SCHEDULE
EFFECTIVE SEPTEMBER 6, 2011**

| | Ordinance 2010-38 (Exhibit 1) | Proposed Fee for FY 2011-2012 |
|---|--------------------------------------|--|
| <hr/> | | |
| (Accessory buildings, Detached Garages, Asphalt or Paving, Driveways, Sidewalks, Parking Lots, etc.) | | |
| Material Cost: | | |
| - 0 to 3,000 | | \$25.00 |
| - 3,001 to 4,000 | | \$30.00 |
| - 4,001 to 5,000 | | \$35.00 |
| - 5,001 to 6,000 | | \$40.00 |
| - 6,001 to 7,000 | | \$45.00 |
| - 7,001 to 8,000 | | \$50.00 |
| - 8,001 to 9,000 | | \$55.00 |
| - 9,001 to 10,000 | | \$60.00 |
| - 10,001 to 11,000 | | \$65.00 |
| Thereafter, per 1,000 | | \$5.00 |
| Structure Relocation Permit | | \$50.00 |
| - Deposit | | \$200.00 |
| Demolition Permit | | \$50.00 |
| - Deposit | | \$200.00 |
| Swimming Pool Construction Permit: | | |
| - Private In-Ground | | \$30.00 |
| - Private Above-Ground (Including Hot Tubs) | | \$20.00 |
| Alarm Permit | | |
| - Non-Residential Alarm Permit | | \$40.00 |
| Alarm - excessive false alarm fee | | \$50.00 |
| Plumbing: | | |
| Base Permit Fee | | \$50.00 |
| Per Drain, Trap, Fixture | | \$3.00 |
| Minor Residential Alteration, Repair or Replacement of Existing Water or Sewer Piping, Water Heater (no base fee required) | | \$50.00 |
| Minor Commercial Alteration, Repair or Replacement of Existing Water or Sewer Piping, Water Heater (no base fee required) | | \$50.00 |
| Underground Sprinkler Systems: | | |
| - Irrigation System & Protective Devices | | \$35.00 |
| - Water Treatment System | | \$50.00 |
| Building Sprinkler Systems: Fire Suppression | | |
| - Sprinkler Heads (each) or \$30.00 maximum fees for 1st 50 heads | | \$1.00 |
| Additional Fee for every 25 heads over 50 | | \$5.00 |
| - Cut-Off Valves (each) | | \$5.00 |
| Reinspection Fees | | \$50.00 |
| Mechanical: | | |
| Base Permit Fee | | \$50.00 |

**CITY OF COPPERAS COVE
ADOPTED FEE SCHEDULE
EFFECTIVE SEPTEMBER 6, 2011**

| | Ordinance 2010-38 (Exhibit 1) | Proposed Fee for FY 2011-2012 |
|--|--------------------------------------|--|
| Each Heating, Ventilating, Duct Work, AC or Refrigeration System | \$5.00 | |
| Repairs/Alterations | \$5.00 | |
| Boilers Based on BTU's: | | |
| 33,000-165,000 | \$5.00 | |
| 165,001-330,000 | \$10.00 | |
| 331,000-1,165,000 | \$15.00 | |
| 1,165,001-3,330,000 | \$25.00 | |
| Over 3,330,000 | \$35.00 | |
| Reinspection Fee | \$50.00 | |
| Gas: | | |
| Inspection of Consumers Piping (rough and final piping) | \$50.00 | |
| Mobile Home Gas Test | \$25.00 | |
| Reinspection Fee | \$50.00 | |
| Electrical: | | |
| Single Family Residence: | | |
| - Less than 2,000 sq. ft. | \$40.00 | |
| - Over 2,000 sq. ft | \$50.00 | |
| Duplex: | | |
| - Per Structure | \$60.00 | |
| Multi-Family: | | |
| - First Unit | \$40.00 | |
| - Each Additional Unit | \$20.00 | |
| Commercial: | | |
| - 200 AMP Service | \$50.00 | |
| - 400 AMP Service | \$100.00 | |
| - 600 AMP Service | \$150.00 | |
| - 800 AMP Service | \$200.00 | |
| Remodeling and Service | \$50.00 | |
| Sign Circuit | \$50.00 | |
| Residential: | | |
| - Change-Out Services | \$50.00 | |
| - Remodeling | \$50.00 | |
| - Garage Conversion | \$50.00 | |
| - Residential Add-on | \$50.00 | |
| Swimming Pools | \$50.00 | |
| Mobile Homes (New and Change Out Service) | \$50.00 | |
| Reinspection Fee | \$50.00 | |
| Sign Inspection Fees: | | |

**CITY OF COPPERAS COVE
ADOPTED FEE SCHEDULE
EFFECTIVE SEPTEMBER 6, 2011**

| | Ordinance 2010-38 (Exhibit 1) | Proposed Fee for FY 2011-2012 |
|--|--------------------------------------|--|
| - 0 to 16 sq. ft. of face area | \$25.00 | |
| - 16.1 to 96 sq. ft of face area | \$25.00 | |
| - 96.1 to 192 sq. ft. of face area | \$25.00 | |
| - 192.1 sq. ft. and larger | \$30.00 | |
| Massage Business License (without State License) | \$110.00 | |
| Masseur/Masseuse License (without State License) | \$60.00 | |
| Taxi Permits | \$60.00 | |
| Wrecker License Fee | \$85.00 | |
| Amusement Permit | \$150.00 | |
| Amusement Deposit | \$300.00 | |
| Poolroom, Gameroom (More than 1 video game) | \$60.00 | |
| Domino Hall license | \$60.00 | |
| Gameroom (with only 1 video game) | \$25.00 | |
| Gameroom (Eight - Liners only) | \$2,000.00 | |
| Video/Electronic Game License Fee (Each) | \$15.00 | |
| Contractor Registration: | | |
| - Registration Fee | \$110.00 | |
| - Less than 90 Days | \$60.00 | |
| - Annual Renewal Fee | \$85.00 | |
| Certificate of Occupancy | \$40.00 | |
| Mobil Home Park License | \$125.00 | |
| Adult Oriented Business Permit | \$300.00 | |
| Oil/Gas Drilling Permits (per well) | \$1,000.00 | |
| Alarm-excessive false alarm fee | \$50.00 | |
| <hr/> | | |
| STREETS | | |
| Street Cuts | | \$200.00 + 10.00/sq. ft. |
| Signs: | | |
| Street Sign (each) | | \$90.00 |
| Stop or Yield Sign (each) | | \$90.00 |
| Combination (stop & street) | | \$135.00 |

PARKS AND RECREATION

**CITY OF COPPERAS COVE
ADOPTED FEE SCHEDULE
EFFECTIVE SEPTEMBER 6, 2011**

| | Ordinance 2010-38 (Exhibit 1) | Proposed Fee for FY 2011-2012 |
|---|-------------------------------|---|
| Swimming Pools: | | |
| Swimming Pool Admission: (all pools) | | |
| - Children (0-16 years) | \$2.00 | \$3.00 |
| - Adult (17 +years) | \$3.00 | |
| - Senior Citizens (50-64) | \$1.00 | |
| - Senior Citizens (65+) | No Charge | |
| Summer Swim Pass: | | |
| - Individual Youth | \$25.00 | |
| - Individual Adult | \$50.00 | |
| - Family of 4 (10.00 each additional family member) | \$100.00 | Remove (\$10.00 each additional member) |
| - Senior Citizens (50-64) | \$25.00 | |
| - Senior Citizens (65+) | No Charge | |
| Water and Land Aerobics (per class) | \$1.00 | |
| Swim Lessons | \$40.00 | |
| Swim Club (per month) | \$35.00 | |
| Life Guard Certification Class | \$150.00 | |
| Buildings: | | |
| Turkey Creek Activity Center: (4 hour rental) | \$200.00 | |
| Civic Center: (8 hour rental) | | |
| - Deposit | \$500.00 | \$400.00 |
| - Fee | \$400.00 | \$500.00 |
| - Fee Each Additional Hour | \$50.00 | |
| - Stage Rental / Set-up | \$100.00 | |
| - Event Set Up Fee | N/A | \$100.00 |
| - Kitchen Rental | N/A | \$100.00 |
| - Sound System Rental | N/A | \$100.00 |
| Allin House: (5 hour rental) | | |
| - Deposit | \$200.00 | |
| - Fee | \$100.00 | |
| - Fee Each Additional Hour | \$20.00 | |
| Community/Civic Meetings per Hour | \$15.00 | |
| Ogletree Pavilion: (8 hour rental) | | |
| - Deposit | \$200.00 | |
| - Fee | \$200.00 | |
| - Fee each additional hour | \$35.00 | |

**CITY OF COPPERAS COVE
ADOPTED FEE SCHEDULE
EFFECTIVE SEPTEMBER 6, 2011**

Ordinance 2010-38 (Exhibit 1)
**Proposed Fee for
FY 2011-2012**

City Park Facilities:

Fester's House: (5 hour rental)

| | | |
|------------------------|---------|--|
| - Deposit | \$50.00 | |
| - Fee | \$50.00 | |
| - Each Additional Hour | \$10.00 | |

Pavilion: (all day)

| | | |
|-------|---------|--|
| - Fee | \$50.00 | |
|-------|---------|--|

R.V. Park:

| | | |
|-----------|----------|--|
| - Daily | \$20.00 | |
| - Weekly | \$100.00 | |
| - Monthly | \$275.00 | |

Pool Parties (2 hour rental):

| | | |
|---|----------|----------|
| - Fee (up to 50 people) | \$100.00 | |
| - Additional Fee (51 - 75 people) | \$25.00 | |
| - Additional Fee (76 - 100 people) | \$50.00 | \$100.00 |
| - Additional Fee (101 - 125 people) | \$75.00 | \$125.00 |
| - Additional Fee (Over 125 people) | N/A | \$150.00 |
| - Fee each additional hour (Based on Lifeguards required) | \$50.00 | |

Inflatable Jump Castle Party (2 hour rental):

| | | |
|--------------|----------|--|
| - Deposit | \$100.00 | |
| - Rental Fee | \$100.00 | |

Ball Fields: (3 hour rental)

| | | |
|---------------------------------|---------|--|
| - Softball | \$30.00 | |
| - Baseball | \$30.00 | |
| - Football | \$30.00 | |
| - Soccer | \$30.00 | |
| - Each Additional Hour (fields) | \$10.00 | |
| - Lights (per hour) | \$20.00 | |

Non-profit rate is 50% of standard deposit and rental fee rate. Applicant must show proof of non-profit status at time of rental / booking of facilities and must be recognized as a 501.3c non-profit entity. Non-profits are responsible for following all established rental guidelines including setup, teardown, and cleanup of facility.

Tournaments:

| | | |
|---|----------|--|
| Equip. and Clean-up Deposit for all Tournaments | \$200.00 | |
|---|----------|--|

**CITY OF COPPERAS COVE
ADOPTED FEE SCHEDULE
EFFECTIVE SEPTEMBER 6, 2011**

| | Ordinance 2010-38 (Exhibit 1) | Proposed Fee for FY 2011-2012 |
|--|-------------------------------|----------------------------------|
| Tournament Fees-to be determined by number of hours used | | |
| - Field Lining (manhours) | \$20.00 | |
| - Use of Score Box for Tournaments | \$25.00 | |
| - Lights (per hour) | \$20.00 | |
| Other - Staff and Utilities (per hour) | \$20.00 | |
| Youth Activities: | | |
| Youth Sports Fee (per sport) (2nd child \$5.00 discount): | | |
| - Soccer, Basketball, Flag Football, Volleyball | \$40.00 | |
| - Softball, Baseball | \$55.00 | |
| - Football | \$85.00 | |
| - Cheerleading | \$55.00 | |
| - Non Resident (Soccer, Basketball, Flag Football, Volleyball) | \$45.00 | |
| - Basketball Team Fee (Division I Teams Only) | N/A | \$500.00 |
| Adult Sports Fee (per sport): | | |
| - Softball (per team) | \$300.00 | |
| - Flag Football (4 v. 4) (per team) | \$160.00 | |
| - Flag Football (8 v. 8) (per team) | \$300.00 | |
| - Basketball (3 v. 3) (per team) | \$120.00 | |
| - Basketball (4 v. 4) (per team) | \$200.00 | |
| -Tournament Fee (range based on tournament type and cost incurred) | \$100.00 - \$300.00 | |
| Water Aerobics | | |
| - Per class | \$1.00 | |
| - Per month | \$15.00 | |
| Special Events: | | |
| Camps and Clinics: | | |
| - Sports Camps (per week) | \$50.00 | |
| - Day Camps (per week) | \$70.00 | |
| Sports Activities late enrollment fee | \$10.00 | |
| Co-Sponsored programs to be determined based on cost of operation | | |

CEMETERY

| | | |
|---|----------|--|
| City Resident: | | |
| - Adult Plot | \$700.00 | |
| - Adult Plot (1 year: monthly @ 3% interest) | \$59.14 | |
| - Adult Plot (3 years: monthly @ 5% interest) | \$20.86 | |

**CITY OF COPPERAS COVE
ADOPTED FEE SCHEDULE
EFFECTIVE SEPTEMBER 6, 2011**

| | Ordinance 2010-38 (Exhibit 1) | Proposed Fee for FY 2011-2012 |
|---|--------------------------------------|--|
| - Child Plot | \$300.00 | |
| - Child Plot (1 year: monthly @ 3% interest) | \$25.34 | |
| - Child Plot (3 years: monthly @ 5% interest) | \$8.94 | |
| Non-City Resident: | | |
| - Adult Plot | \$1,400.00 | |
| - Adult Plot (1 year: monthly @ 3% interest) | \$118.27 | |
| - Adult Plot (3 years: monthly @ 5% interest) | \$41.72 | |
| - Child Plot | \$500.00 | |
| - Child Plot (1 year: monthly @ 3% interest) | \$42.24 | |
| - Child Plot (3 years: monthly @ 5% interest) | \$14.90 | |
| (All plots purchased through the Cemetery plot purchase plan must be paid in full prior to date of internment.) | | |

PLANNING

| | | |
|---------------------------------------|----------|----------|
| Plats: | | |
| Dedication Plat | N/A | \$250.00 |
| Minor Plats - Preliminary and Final | \$250.00 | |
| Minor Replats - Preliminary and Final | \$250.00 | |
| Amended Plats | \$150.00 | |
| Vacated Plats: | | |
| - Less than 10.0 Acres | \$100.00 | |
| - 10.0 to 50.0 Acres | \$150.00 | |
| - Over 50.0 Acres | \$200.00 | |
| Major Plat - Preliminary | | |
| - Less than 10.0 Acres | \$300.00 | |
| - 10.0 to 50.0 Acres | \$400.00 | |
| - Over 50.0 Acres | \$500.00 | |
| Major Plat - Final | | |
| - Less than 10.0 Acres | \$300.00 | |
| - 10.0 to 50.0 Acres | \$400.00 | |
| - Over 50.0 Acres | \$500.00 | |
| Rezoning Application Fee | \$200.00 | |
| Variance Application Fee | \$200.00 | |
| Land Disturbance Permit | \$35.00 | |
| Floodplain Development Permit | \$35.00 | |
| Deed Approval Application | \$35.00 | |
| Document Copies: | | |
| - Comprehensive Plan | \$25.00 | |
| - Adult Oriented Business Ordinance | \$25.00 | |
| - Zoning Ordinance | \$15.00 | |
| - Subdivision Ordinance | \$10.00 | |

**CITY OF COPPERAS COVE
ADOPTED FEE SCHEDULE
EFFECTIVE SEPTEMBER 6, 2011**

| | Ordinance 2010-38 (Exhibit 1) | Proposed Fee for FY 2011-2012 |
|---------------------------------------|--------------------------------------|--|
| Standard Construction Specifications | \$10.00 | |
| Drainage Criteria Manual | \$35.00 | |
| Plat/Map Copies (Black & White): | | |
| - 8.5 x 11 | \$1.00 | |
| - 11 x 17 | \$2.00 | |
| - 17 x 22 | \$3.00 | |
| - 24 x 36 | \$4.00 | |
| - 30 x 40 | \$5.00 | |
| - 36 x 48 | \$6.00 | |
| Plat/Map Plots (Color): | | |
| - 8.5 x 11 | \$2.00 | |
| - 11 x 17 | \$4.00 | |
| - 17 x 22 | \$6.00 | |
| - 24 x 36 | \$8.00 | |
| - 30 x 40 | \$10.00 | |
| - 36 x 48 | \$12.00 | |
| Custom/Special Request Plots (Color): | | |
| - 8.5 x 11 | \$8.00 | |
| - 11 x 17 | \$16.00 | |
| - 17 x 22 | \$24.00 | |
| - 24 x 36 | \$32.00 | |
| - 30 x 40 | \$40.00 | |
| - 36 x 48 | \$48.00 | |
| Electronic File: | | |
| Street Map AutoCAD File | \$60.00 | |
| Adobe Acrobat/PDF File | \$30.00 | |

LIBRARY

| | | |
|---|--------------|---------|
| Resident User Fee | No Charge | |
| Non-Resident User Fee (per year) | \$10.00 | |
| Non-Resident User Fee: City Employees (Full Time) | No Charge | |
| Replacement Card (lost only) | \$3.00 | |
| Computer Classes (per class period) | N/A | \$10.00 |
| Faxing Service - Send only per page | N/A | \$2.00 |
| Fines: | | |
| - Overdue Books (per day) | \$0.25 | |
| - Overdue Maximum Fine | Cost of Item | |
| - Overdue Interlibrary-loan (per day) | \$1.00 | |

**CITY OF COPPERAS COVE
ADOPTED FEE SCHEDULE
EFFECTIVE SEPTEMBER 6, 2011**

| | Ordinance 2010-38 (Exhibit 1) | Proposed Fee for FY 2011-2012 |
|---|--------------------------------------|--|
| - Lost/Damaged ILL processing fee | \$10.00 plus Cost of Item | |
| - Overdue VHS Tape/DVD (per day) | \$1.00 | |
| - Overdue A/V Equipment (per day) | \$5.00 | |
| Lost/Damaged Items | Cost + \$10.00 | |
| Lost Vertical File Material | \$1.00 | Remove |
| Lost Governmental Publications | \$5.00 | |
| Overdue Postage - Regular (per notice) | \$0.50 | |
| Overdue Postage - Certified (per notice) | \$6.00 | Remove |
| Inter Library - Loan Postage | \$3.00 | |
| Miscellaneous Repair/Replacement Costs: | | |
| - Video Cover (Video/DVD Case) | \$1.50 | |
| - Small Kit Plastic Bag | \$1.75 | |
| - Medium Kit Plastic Bag | \$2.00 | |
| - Large Kit Plastic Bag | \$2.50 | |
| - Book Jacket/Cover | \$1.50 | |
| - Replacement Bar Code Label | \$0.50 | |
| - Rebinding of Damaged Books | Actual Cost | |
| - Repaired Videos/Audio Cassettes, DVDs, CDs | Actual Cost | Remove |
| - Replacement Videos/Audio Cassettes, DVDs, CDs | Actual Cost | |
| - 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 |
| - Audiocassette Kit | N/A | \$2.00 |
| - CD Albums 2-12 Capacity Storage (previously 4-5) | \$8.00 | |
| - CD Albums 13-24 Capacity Storage (previously 6-9) | \$9.00 | |
| - CD Albums 26-36 Capacity Storage (previously 10-19) | \$12.00 | |
| - CD Albums 34-48+ Capacity Storage (previously 20+) | \$14.00 | \$15.00 |
| - CD Book Sleeves - each | \$1.00 | |
| - CD TRIMpak Case (kit items) | N/A | \$2.00 |
| - Protective Strips - VHS/Audiocassettes | \$1.00 | |
| - Protective Strips - CDs/DVDs | \$1.00 | \$2.00 |
| - Minor Damage Fee (per item) | N/A | \$5.00 |
| Test Proctoring | \$15.00/hr | |
| Typing Paper (per sheet) | \$0.10 | |
| Computer Printout (per page) | \$0.10 | |

**CITY OF COPPERAS COVE
ADOPTED FEE SCHEDULE
EFFECTIVE SEPTEMBER 6, 2011**

| | Ordinance 2010-38 (Exhibit 1) | Proposed Fee for FY 2011-2012 |
|---|---------------------------------|----------------------------------|
| Blank Computer Disk | \$1.00 | Remove |
| Meeting Room Rental: | | |
| - Government Entity | No Charge | |
| - Youth Groups (free 2 hr block twice monthly, charge after that) | \$15.00/meeting/per 2 hr. block | |
| - Non Profit Organizations (per hour) | \$15.00 | |
| - Private Organizations (per hour) | \$30.00 | |
| Senior Center Rental Deposit | N/A | \$200.00 |
| Senior Center Rental (1 hour) | N/A | \$100.00 |
| Senior Center Rental (each additional hour) | N/A | \$20.00 |

CODE & HEALTH

Permits:

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

Food Handlers Card:

| | | |
|--|----------------|---------|
| - One year | \$10.00 | Remove |
| - Two Year - Classroom training | \$15.00 | |
| - Two Year - Online training | N/A | \$14.00 |
| - Non-Profit use card - Classroom training | \$2.00/student | |
| Registration of non-city-provided Food Handler Cards with the City | N/A | \$10.00 |
| Replacement of Lost Food Handlers Card | \$5.00 | \$15.00 |

Manager Accreditation:

| | | |
|---|--------|---------|
| - Course and Certification | \$0.00 | Remove |
| - Renewal | \$0.00 | Remove |
| - Registration of Certification within the City | N/A | \$10.00 |

**CITY OF COPPERAS COVE
ADOPTED FEE SCHEDULE
EFFECTIVE SEPTEMBER 6, 2011**

**Proposed Fee for
FY 2011-2012**
Ordinance 2010-38 (Exhibit 1)

GOLF COURSE

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

Green Fees:

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

Cart Rental:

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

Driving Range:

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

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

Annual Green Fees:

| | |
|---|----------|
| Single (annual payment) | \$625.00 |
| Single (semi annual payment) | \$375.00 |
| 1st Dependent (annual payment) | \$225.00 |
| Each additional Dependent (annual payment) | \$125.00 |
| 1st Dependent (semi annual payment) | \$150.00 |
| Each additional Dependent (semi annual payment) | \$87.50 |
| Single Senior (annual payment) | \$475.00 |
| Single Senior (monthly payment) | \$55.00 |
| Senior Spouse (annual payment) | \$175.00 |
| Regular Spouse (annual payment) | \$225.00 |
| Single Senior (semi-annual payment) | \$287.50 |
| Senior Spouse (semi annual payment) | \$118.75 |
| Regular Spouse (semi annual payment) | \$150.00 |

**CITY OF COPPERAS COVE
ADOPTED FEE SCHEDULE
EFFECTIVE SEPTEMBER 6, 2011**

| | Ordinance 2010-38 (Exhibit 1) | Proposed Fee for FY 2011-2012 |
|---|--------------------------------------|--|
| Junior (annual Payment) | \$450.00 | |
| Junior Summer (June, July, August) | \$120.00 | |
| Junior (semi annual payment) | \$262.50 | |
| City Employee - Full Time | 1/2 price on AGF | |
| Late Fees-Late Payments (assessed after seven days) | \$7.00 | |
| Equipment Rental: (+tax) | | |
| Pull Carts - 9 Holes | \$4.00 | |
| Pull Carts - 18 Holes | \$6.00 | |
| Cart Storage: (Includes Trails Fees) | | |
| Cart Storage (annual payment) | \$575.00 | |
| Cart Storage (semi annual payment) | \$350.00 | |
| Trail Fees:(private) | | |
| Annual (one payment) | \$300.00 | |
| Semi Annual (payment plan) | \$200.00 | |
| Daily (per round) | \$12.00 | |
| Handicaps - Annual | \$20.00 | |
| Concessions: | | |
| Golf Course Concession Area Rental (monthly) | \$600.00 | |

ADMINISTRATIVE FEES-NON DEPARTMENTAL

| | | |
|---|-------------|--------|
| Tax Abatement Application Fee | \$1,500.00 | |
| Returned Checks Fee | \$30.00 | |
| NSF Electronic Draft Fee | \$30.00 | |
| Online Credit Card Processing Fee "Convenience Fee" (Municipal Court) | \$1.50 | |
| Notary Public Fee - First signature on one document | N/A | \$6.00 |
| Notary Public Fee - Each additional signature after the first signature on one document | N/A | \$1.00 |
| Charges for providing copies of public information: | | |
| Paper Copy - Standard Size 8 1/2 x 11 (per page) | \$0.10 | |
| Oversized Paper Copies 11x17 (per page) | \$0.50 | |
| Posting/Shipping Charges | Actual Cost | |
| Compact Disc | \$1.00 | |
| DVD | \$3.00 | |

**CITY OF COPPERAS COVE
ADOPTED FEE SCHEDULE
EFFECTIVE SEPTEMBER 6, 2011**

Ordinance 2010-38 (Exhibit 1)
**Proposed Fee for
FY 2011-2012**

Non-standard Size Copies:

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

Computer Resource Charges:

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

Labor Charges:

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

Overhead Charge 20% of Labor Charge

UTILITIES

| | | |
|---|----------|---|
| Service Run for Multiple Trips to Residence/Location | \$25.00 | |
| Reread Meter Service Run | \$10.00 | |
| Transfer Fee | \$25.00 | |
| Late Charge | \$25.00 | |
| Pulled Meter/Plugged Meter | \$75.00 | |
| Meter Accuracy Check | \$25.00 | |
| Fire Hydrant Meter Deposit | \$650.00 | |
| Fire Hydrant Water use - per 1,000 Gallons | \$4.49 | |
| Fire Hydrant Meter Monthly Rental Charge | \$50.00 | |
| Unauthorized Service - (when meter is turned on or off by anyone other than water department personnel) | \$75.00 | |
| Utilities Automatic Draft from Checking/Savings | FREE | |
| Utilities Pay by Credit Card Processing Fees | \$1.25 | |
| Utilities Pay Credit Card Payment Phone Convenience Fees | N/A | \$2.00 |
| Riser Deposit | \$50.00 | |
| Reconnect Fee | \$25.00 | |
| Disconnect Fee | N/A | \$6.00 |
| New 3/4" Water Tap ** into city water main (incl. srv. conn.) | \$575.00 | |
| Water Tap 1" and larger into city water main (incl. srv. conn.) | | 3/4" tap fee + add'l time and materials |

**CITY OF COPPERAS COVE
ADOPTED FEE SCHEDULE
EFFECTIVE SEPTEMBER 6, 2011**

| | Ordinance 2010-38 (Exhibit 1) | Proposed Fee for FY 2011-2012 |
|---|---|--|
| New 3/4" Water Tap srv. Connection for an existing water service. | \$200.00 | |
| New Water Tap 1" and larger srv. Connection for an existing water service. | 3/4" tap fee + add'l time and materials | |
| The following cash deposits shall be required for each meter prior to having water services started: | | |
| Water customers deposits: | | |
| 3/4" meter | \$34.00 | \$50.00 |
| 1" meter | \$92.00 | |
| 1-1/2" meter | \$133.00 | |
| 2" meter | \$528.00 | |
| 3" or larger meter | \$750.00 | |
| Sewer customers deposits: | | |
| Residential | \$21.00 | \$50.00 |
| Multi-family | \$291.00 | |
| Commercial | \$51.00 | |
| Hotel/motel | \$184.00 | |
| Government | \$280.00 | |
| Industrial | \$394.00 | |
| Automatic Blanket Deposit | N/A | \$100.00 |
| Non-Automatic Blanket Deposit | N/A | \$100.00 |
| Minimum fees for the meter size: | | |
| 3/4" meter | \$11.00 | |
| 1" meter | \$15.50 | |
| 1-1/2" meter | \$23.00 | |
| 2" meter | \$34.00 | |
| 3" meter | \$90.00 | |
| 4" meter | \$141.00 | |
| 6" meter | \$239.00 | |
| Contractor | \$11.00 | |
| Bulk | \$11.00 | |
| Rate per 1,000 Gallons of Water: | | |
| 3/4" meter | \$2.98 | \$3.07 |
| 1" meter | \$3.24 | |
| 1-1/2" meter | \$3.62 | |
| 2" meter | \$3.78 | |
| 3" meter | \$3.78 | |
| 4" meter | \$3.78 | |
| 6" meter | \$3.78 | |
| Bulk Meter | \$4.62 | |

**CITY OF COPPERAS COVE
ADOPTED FEE SCHEDULE
EFFECTIVE SEPTEMBER 6, 2011**

| | Ordinance 2010-38 (Exhibit 1) | Proposed Fee for FY 2011-2012 |
|---|-------------------------------|----------------------------------|
| Contractor | | \$4.62 |
| Minimum Fees for the meter size (outside city limits): | | |
| <i>Non-residential water services requires contract with Approval by Governing Body</i> | | |
| 3/4" meter | | \$16.00 |
| 1" meter | | \$22.00 |
| 1-1/2" meter | | \$34.00 |
| 2" meter | | \$50.00 |
| 3" meter | | \$120.00 |
| 4" meter | | \$200.00 |
| 6" meter | | \$350.00 |
| Rate per 1,000 Gallons of Water (outside city limits): | | |
| <i>Non-residential water services requires contract with Approval by Governing Body</i> | | |
| 3/4" meter | | \$3.98 |
| 1" meter | | \$4.24 |
| 1-1/2" meter | | \$4.62 |
| 2" meter | | \$4.78 |
| 3" meter | | \$4.78 |
| 4" meter | | \$4.78 |
| 6" meter | | \$4.78 |
| Bulk Meter | | \$5.62 |
| Contractor | | \$5.62 |
| Drainage (residential): | | |
| Residential Single Family | | \$6.00 |
| Master Meter multi-family (bill to owner/property mgr.) - minimum *** | | \$6.00 |
| Individual Meter Duplex (per unit) *** | | \$3.60 |
| Individual Metered 3-4 unit (per unit) *** | | \$3.60 |
| 5 or more units (Individual Metered) - minimum *** | | \$6.00 |
| ***For the exact amount please refer to the City Ordinance - Article I, Sec. 11-5 & 11-6. City uses a formula to assess the charge. | | |
| Drainage (non-residential) - minimum *** | | |
| | | \$6.00 |
| ***For the exact amount please refer to the City Ordinance - Article I, Sec. 11-5 & 11-6. City uses a formula to assess the charge. | | |
| Sewer | | |
| Sewer minimum rate (all customers) | | \$11.00 |
| Rate per 1,000 Gallons of Water (all customers) | | \$3.60 |
| <i>(Residential customers only: Winter average - 8,000 gallon floor)</i> | | |

**CITY OF COPPERAS COVE
ADOPTED FEE SCHEDULE
EFFECTIVE SEPTEMBER 6, 2011**

| | Ordinance 2010-38 (Exhibit 1) | Proposed Fee for FY 2011-2012 |
|--------------------------|---|--|
| 6" Sewer Tap ** | \$750.00 | |
| Sewer Tap larger than 6" | 6" tap fee + additional time and materials | |
| Water Connect Fee * | \$250.00 | |
| Sewer Connect Fee* | \$80.00 | |
| Connect Fee | \$15.00 | |
| Meter Box Reset Fee | \$150.00 | |
| After Hours Service Run | \$50.00 | |

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

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

SOLID WASTE

| | | |
|-----------------------------------|---------|---------|
| Solid Waste Deposit (residential) | \$35.00 | \$40.00 |
| Solid Waste Deposit (commercial) | \$60.00 | \$65.00 |

Residential Monthly Rates:

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

Commercial Monthly Rates for 96 Gallon Container:

| | |
|---|---------|
| Twice-a-week pickup of one automated container | \$28.00 |
| Twice-a-week pickup for one additional container | \$56.00 |
| Twice-a-week pickup for two additional containers | \$84.00 |

**CITY OF COPPERAS COVE
ADOPTED FEE SCHEDULE
EFFECTIVE SEPTEMBER 6, 2011**

| | Ordinance 2010-38 (Exhibit 1) | Proposed Fee for FY 2011-2012 |
|---|--------------------------------------|--|
| Automated container reload for excess garbage (per load; 2 loads max) | \$4.50 | |
| Fee for overloaded container | \$4.50 | |
| Commercial Collection Dumpster Rates: | | |
| 3 cubic yard for 1 day Pickup | \$57.99 | |
| 4 cubic yard for 1 day Pickup | \$77.31 | |
| 6 cubic yard for 1 day Pickup | \$96.65 | |
| 8 cubic yard for 1 day Pickup | \$119.55 | |
| 10 cubic yard for 1 day Pickup | \$152.85 | |
| 3 cubic yard for 2 day Pickup | \$109.72 | |
| 4 cubic yard for 2 day Pickup | \$133.79 | |
| 6 cubic yard for 2 day Pickup | \$172.12 | |
| 8 cubic yard for 2 day Pickup | \$212.86 | |
| 10 cubic yard for 2 day Pickup | \$268.73 | |
| 3 cubic yard for 3 day Pickup | \$148.78 | |
| 4 cubic yard for 3 day Pickup | \$182.24 | |
| 6 cubic yard for 3 day Pickup | \$236.46 | |
| 8 cubic yard for 3 day Pickup | \$302.72 | |
| 10 cubic yard for 3 day Pickup | \$384.12 | |
| 3 cubic yard for 4 day Pickup | \$193.97 | |
| 4 cubic yard for 4 day Pickup | \$238.32 | |
| 6 cubic yard for 4 day Pickup | \$309.82 | |
| 8 cubic yard for 4 day Pickup | \$397.70 | |
| 10 cubic yard for 4 day Pickup | \$500.50 | |
| 3 cubic yard for 5 day Pickup | \$237.92 | |
| 4 cubic yard for 5 day Pickup | \$294.40 | |
| 6 cubic yard for 5 day Pickup | \$380.73 | |
| 8 cubic yard for 5 day Pickup | \$489.36 | |
| 10 cubic yard for 5 day Pickup | \$616.88 | |
| Commercial Collection Compactor Rates: | | |
| 3 cubic yard for 1 day Pickup | \$192.00 | |
| 4 cubic yard for 1 day Pickup | \$256.12 | |
| 6 cubic yard for 1 day Pickup | \$367.60 | |
| 3 cubic yard for 2 day Pickup | \$384.00 | |
| 4 cubic yard for 2 day Pickup | \$512.24 | |
| 6 cubic yard for 2 day Pickup | \$735.20 | |
| 3 cubic yard for 3 day Pickup | \$576.00 | |
| 4 cubic yard for 3 day Pickup | \$768.36 | |
| 6 cubic yard for 3 day Pickup | \$1,102.80 | |
| 3 cubic yard for 4 day Pickup | \$768.00 | |

**CITY OF COPPERAS COVE
ADOPTED FEE SCHEDULE
EFFECTIVE SEPTEMBER 6, 2011**

| | Ordinance 2010-38 (Exhibit 1) | Proposed Fee for FY 2011-2012 |
|---|--------------------------------------|--|
| 4 cubic yard for 4 day Pickup | \$1,024.48 | |
| 6 cubic yard for 4 day Pickup | \$1,470.40 | |
| 3 cubic yard for 5 day Pickup | \$960.00 | |
| 4 cubic yard for 5 day Pickup | \$1,280.60 | |
| 6 cubic yard for 5 day Pickup | \$1,838.00 | |
| 20 cubic yard or larger compactor | \$125.00 + current tipping fee | |
| Mechanical assistance to unload items | \$40.00 | |
| Manual collection (per hour) | \$110.00 | |
| Dumpster cleanup due to unsanitary conditions | \$50.00 | |
| Dumpster cleaning, painting, and repair after fire | \$185.00 | |
| Disposal Fees: | | |
| - Minimum Charge (up to 240 lbs.) | \$5.64 | |
| - Per Ton | \$47.00 | |
| Weighing Vehicles | \$8.00 | |
| Rear Load Dumpster Rental includes the following | | |
| - Delivery | \$25.00 | |
| - Service/Pull Fee (3 cubic yd) | \$25.00 | |
| - Service/Pull Fee (6 cubic yd) | \$50.00 | |
| - Rental Per Day Fee | \$2.00 | |
| Compost: | | |
| - Bulk (per cubic yard) | \$8.50 | |
| - Container (up to 30 gallons) | \$2.25 | |
| - Delivery (per delivery within City limits only) | \$15.00 | |
| Kraft Bags | \$.31+ sales tax | \$.34+ sales tax |
| Tire Disposal: | | |
| - Passenger/light truck tire, less than 17.5 " rim diameter | \$3.00 | |
| - Truck Tire, greater than or equal to 17.5 " rim diameter | \$7.00 | |
| Used Oil Filters | \$1.00 | |
| Surcharge for uncovered load | \$12.00 | |
| Pull Offs/Transfer Station | \$5.00 | |
| Roll Offs (includes the following 5 items): | | |
| - Delivery | \$125.00 | |
| - Service/Pull fee | \$125.00 | |
| - Rental Per Day (20 cubic yard) | \$4.33 | |
| - Rental Per Day (30 cubic yard) | \$4.66 | |
| - Rental Per Day (40 cubic yard) | \$5.00 | |
| - Disposal (per ton) | \$47.00 | |

**CITY OF COPPERAS COVE
ADOPTED FEE SCHEDULE
EFFECTIVE SEPTEMBER 6, 2011**

| | Ordinance 2010-38 (Exhibit 1) | Proposed Fee for FY 2011-2012 |
|---|--------------------------------------|---|
| - Deposit | | \$250.00 |
| Auto-Lid Locks | | \$25.00 installation fee, plus \$2.50 monthly rental |
| Excess Garbage or Overloaded Containers: | | |
| <i>Container Reload Fees while on site</i> | | |
| 3 yard container | | \$13.96 |
| 4 yard container | | \$17.52 |
| 6 yard container | | \$23.31 |
| 8 yard container | | \$28.62 |
| 10 yard container | | \$33.60 |
| <i>Return Service</i> | | |
| 3 yard container | | \$28.53 |
| 4 yard container | | \$32.09 |
| 6 yard container | | \$37.88 |
| 8 yard container | | \$43.19 |
| 10 yard container | | \$48.17 |
| Deposit for recurring use of the Transfer Station | | \$750.00 |

City Council Regular

I. 5.

Meeting Date: 09/06/2011

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

SUBJECT

Consideration and action on an ordinance updating Personnel Policy No. 136, Payroll Deductions. **Kelli Sames, Human Resources Division Head**

BACKGROUND/HISTORY

The City of Copperas Cove currently has in effect an Employee Personnel Policies and Procedures Manual that was adopted by City Council August 15, 2006 with an effective date of September 1, 2006. Many revisions to the personnel policies and procedures have taken place since the original adoption.

FINDINGS/CURRENT ACTIVITY

Included in the manual is Personnel Policy No. 136, Payroll Deductions. Currently the policy outlines the City's policy for ensuring that employees are paid properly and that no improper deductions are made.

One proposed section has been added to the policy titled "Administrative Fee for Processing Allowable Deductions". The language reflects the City's ability to deduct an administrative fee from the employee's disposable earnings (i.e. garnishments, child support) in accordance with federal, state, and local laws, the United States Department of Labor, Internal Revenue Service laws and regulations, and City payroll policy. In addition, it states that Local Government Code 141.008 authorizes the City to collect reasonable administrative fees for the cost of collecting, accounting for, and disbursing membership dues for membership to a bona fide employees' association named by the employee. Lastly, it allows the City the ability to change the administrative fee for deductions as payroll processing time may increase and/or decrease.

ACTION OPTIONS/RECOMMENDATION

City staff recommends approval of Ordinance No. 2011-44, updating Personnel Policy No. 136, Payroll Deductions.

Attachments

Ordinance & Policy 136

ORDINANCE NO. 2011-44

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. 136, (PAYROLL DEDUCTIONS), AND REPLACING THE EXISTING POLICY WITH A REVISED PERSONNEL POLICY, NO. 136, (PAYROLL DEDUCTIONS) AND RATIFYING THE REMAINING SECTIONS OF THE PERSONNEL POLICIES AND PROCEDURES MANUAL; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, The City of Copperas Cove has not updated this ordinance since August 15, 2006.

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

Section 1.

That the Personnel Policies and Procedures Manual dated September 1, 2006, hereinafter set forth and included with this Ordinance as Exhibit "A" is hereby amended by repealing the current personnel policy, No. 136, (Payroll Deductions) and replacing the existing policy with a revised personnel policy, No. 136, (Payroll Deductions) correctly shown by the attached Exhibit "A";

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

That this ordinance shall be effective October 1, 2011.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF COPPERAS COVE. TEXAS, this 6th day of September 2011, such meeting held in compliance with the Open Meeting Act (Texas Government Code, Chapter 551.001 et.seq.), at which a quorum was present and voting.

John Hull, Mayor

ATTEST:

Jane Lees, City Secretary

APPROVED AS TO FORM:

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

PAYROLL DEDUCTIONS

Policy #136

October 2011

It is the City of Copperas Cove's policy and practice to accurately compensate employees and to do so in compliance with all applicable state and federal laws. To ensure that employees are paid properly and that no improper deductions are made, employees must review their paychecks promptly and report all errors immediately.

Review Pay Stub

The City of Copperas Cove will make every effort to ensure employees are paid correctly. Occasionally, however, inadvertent mistakes can happen. When mistakes do happen and are called to the City's attention, the City will promptly make any corrections necessary. Employees must review their pay stub when received to make sure it is correct. If an employee believes a mistake has occurred or if they have any questions, they must use the reporting procedure outlined below.

Administrative Fee for Processing Allowable Deductions

There are certain deductions that allow the City, as employer, to deduct an administrative fee from the employee's disposable earnings (i.e. garnishments, child support). In addition, Local Government Code 141.008 provides additional language which authorizes the City to collect reasonable administrative fees for the cost of collecting, accounting for, and disbursing membership dues for membership to a bona fide employees' association named by the employee.

As the need for staff payroll processing time increases or decreases, the City reserves the right to change the administrative fee for deductions as permitted in accordance with federal, state, and local laws, the United States Department of Labor, Internal Revenue Service laws and regulations, and City payroll policy.

Exempt Employees

If employees are classified as an exempt salaried employee, they will receive a salary, which is intended to compensate them for all hours worked for the City of Copperas Cove. This salary will be established at the time of hire or when classified as an exempt employee. While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work performed.

Under federal and state law, an exempt employee's salary is subject to certain deductions. For example, absent contrary state law requirements, salary can be reduced for the following reasons:

- Full day absences for personal reasons.
- Full day absences for sickness or disability.
- Full day disciplinary suspensions for infractions of written policies and procedures.
- Family and Medical Leave absences (either full or partial day absences).
- To offset amounts received as payment for jury and witness fees or military pay.

PAYROLL DEDUCTIONS

Policy #136

October 2011

- The first or last week of employment in the event the employee worked less than a full week.
- Any full work week in which the employee did not perform any work.

An exempt employee's salary may also be reduced for certain types of deductions such as their portion of health, dental or life insurance premiums; state, federal or local taxes, social security; or, contributions to the Texas Municipal Retirement System, or voluntary contributions to a deferred compensation plan. In any work week in which exempt employees performed any work, their salary will not be reduced for any of the following reasons:

- Partial day absences for personal reasons, sickness, or disability.
- Any other deductions prohibited by state or federal law.

To Report Concerns or Obtain More Information

For questions about deductions from pay, please immediately contact Human Resources. If employees believe they have been subject to any improper deductions, they must immediately report the matter to their supervisor or Human Resources. If the employee's supervisor or Human Resources is unavailable or if the employee has not received a prompt and fully acceptable reply, the employee should immediately contact the Finance Department at (254)547-4221. Employees that have not received a satisfactory response within five working days after reporting the incident should contact the City Manager's office.

Every report will be fully investigated and corrective action will be taken where appropriate, up to and including discharge for any employee(s) who violate this policy. In addition, the City of Copperas Cove will not allow any form of retaliation against individuals who report alleged violations of this policy or who cooperate with the City's investigation of such reports. Retaliation is unacceptable, and any form of retaliation in violation of this policy will result in disciplinary action, up to and including discharge.

City Council Regular

I. 6.

Meeting Date: 09/06/2011

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

SUBJECT

Consideration and action on an ordinance updating Personnel Policy No. 314, Bereavement/Personal Time Off. **Kelli Sames, Human Resources Division Head**

BACKGROUND/HISTORY

The City of Copperas Cove currently has in effect an Employee Personnel Policies and Procedures Manual that was adopted by City Council August 15, 2006 with an effective date of September 1, 2006. Many revisions to the personnel policies and procedures have taken place since the original adoption.

FINDINGS/CURRENT ACTIVITY

Included in the manual is Personnel Policy No. 314, Paid Personal Time Off. Currently the policy outlines the City's policy for paid personal time.

The policy has been renamed and rewritten to provide clarification on the intent of the benefit regarding use of the time. Although the current policy states that employees may use the time for attending family funerals, personal business, and extensions of sick and vacation leave, from time to time employees request to use the sick leave benefit in lieu of the personal leave benefit. The policy is now titled "Bereavement/Personal Time Policy" and the policy lists specific examples for use of the leave (i.e. in the event of a death(s) in the family, attending a funeral, personal business, extensions of sick and vacation leave that have been exhausted, parent-teacher conferences).

In addition, the current policy allows for full time 24-hour shift employees to earn 24 hours of personal time after six months of employment and 72 hours of personal time each anniversary year thereafter.

The proposed policy provides full time shift firefighters 12 hours of personal time after six months of employment and 36 hours of personal time each anniversary year thereafter. The change was made to provide consistency in all forms of leave for the 24-hour shift employees in accordance with personnel policy which defines a "vacation day", "birthday" and "holiday".

ACTION OPTIONS/RECOMMENDATION

City staff recommends approval of Ordinance No. 2011-45, updating Personnel Policy No. 314, Bereavement/Personal Time Off.

Attachments

Ordinance & Policy 314

ORDINANCE NO. 2011-45

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. 314, (PAID PERSONAL TIME OFF POLICY), AND REPLACING THE EXISTING POLICY WITH A REVISED PERSONNEL POLICY, NO. 314, (BEREAVEMENT/PERSONAL TIME POLICY) AND RATIFYING THE REMAINING SECTIONS OF THE PERSONNEL POLICIES AND PROCEDURES MANUAL; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, The City of Copperas Cove has not updated this ordinance since August 15, 2006.

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

Section 1.

That the Personnel Policies and Procedures Manual dated September 1, 2006, hereinafter set forth and included with this Ordinance as Exhibit "A" is hereby amended by repealing the current personnel policy, No. 314, (Paid Personal Time Off Policy) and replacing the existing policy with a revised personnel policy, No. 314, (Bereavement/Personal Time Policy) correctly shown by the attached Exhibit "A";

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

That this ordinance shall be effective October 1, 2011.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF COPPERAS COVE. TEXAS, this 6th day of September 2011, such meeting held in compliance with the Open Meeting Act (Texas Government Code, Chapter 551.001 et.seq.), at which a quorum was present and voting.

John Hull, Mayor

ATTEST:

Jane Lees, City Secretary

APPROVED AS TO FORM:

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

BEREAVEMENT/PERSONAL TIME POLICY
Policy #314

October 2011

The City of Copperas Cove allows for all regular full time employees paid bereavement or personal time off.

Bereavement leave is to be used in the event of absence necessitated by the death or attending a funeral. The use of bereavement leave does not have to be an immediate family member but may be at the discretion of the employee.

Personal leave is to be used for personal business and may include parent-teacher conferences or extensions of vacation leave that have been exhausted.

If an employee chooses to use personal leave in lieu of bereavement leave and has a situation arise that requires bereavement leave, earned vacation or compensatory time may be used. If another form of leave is not available, then the time will be taken without pay. In no circumstances can sick leave be substituted for bereavement leave.

Bereavement/Personal Leave cannot be taken before it is earned and must be taken by the next anniversary date. Unused balances will be forfeited. Under no circumstances will these days be carried over to the next anniversary year, nor may they be cashed out if not taken or paid upon termination of employment. Part-time, temporary and seasonal employees do not accrue bereavement/personal leave.

Bereavement/Personal Leave must be scheduled and approved in advance, if possible, by the employee's immediate supervisor according to established department leave policy. It is the employee's responsibility to assure that leave requests are made within a reasonable length of time prior to the commencement of leave. Supervisors are responsible for reporting bereavement/personal leave for their employees to payroll.

Bereavement/Personal Leave is credited to regular full time employees according to the following schedule:

A. Regular full time employees who are in the initial employee evaluation period status shall not earn or accrue any paid bereavement/personal time. This means an employee shall not earn and or be paid any bereavement/personal leave time until he/she has successfully completed his/her initial employment evaluation period.

B. Regular full time employees who have completed the initial employee evaluation period shall be entitled to the following -

Regular full time employees will receive 8 or 10 hours, depending on their assigned daily schedule. (8 hr or 10 hr shift)

Regular full time Fire & EMS certified shift employees will receive 12 hours.

BEREAVEMENT/PERSONAL TIME POLICY
Policy #314

October 2011

C. Regular full time employees who have completed 1 year anniversary and each additional anniversary year thereafter -

Regular full time employees will receive 24 or 30 hours, depending on their assigned daily schedule. (8 hr or 10 hr shift)

Regular full time Fire & EMS certified shift employees will receive 36 hours.

Bereavement/Personal Leave must be taken in increments of at least one hour.

Separating employees will not be allowed to use bereavement/personal time as their final day of employment unless scheduled and approved in advance by their Department Director or designee.

City Council Regular

I. 7.

Meeting Date: 09/06/2011

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

SUBJECT

Consideration and action on an ordinance updating the FY 2010/11 Personnel Position Listing Schedule.
Kelli Sames, Human Resources Division Head

BACKGROUND/HISTORY

The City of Copperas Cove adopted the Fiscal Year 2010-11 budget on September 7, 2010. Included in the budget is a City personnel and position listing schedule. The schedule includes the fund, department, number of employees, position title and minimum and maximum salary for each personnel position authorized by City Council.

FINDINGS/CURRENT ACTIVITY

Included in the schedule is a part time custodial position for the Police Department. The position was not funded and has remained vacant for the year as the City of Copperas Cove entered into a janitorial agreement with Jani King Commercial Cleaning Service of Austin for cleaning services. The agreement was revised with an effective date of September 7, 2011 to reduce the City's financial responsible by \$17,340 annually and eliminate from the contract the cleaning of the police facility.

In addition, the Code Enforcement Department currently has a vacant Administrative Assistant position. For FY 2011/12 the position will be part time and split between the Code Enforcement and Human Resources Department. The salary and benefit savings for the change will be \$25,293.

Currently the Animal Control Department has four Officers and one Senior Officer. The duties for cleaning the kennels are absorbed by all of the staff members. The time spent when performing the duties prevent employees from responding to calls and meeting with citizens. Establishing a part time kennel attendant would alleviate staff from the duties and allow an improved response to the public.

City staff recommends the deletion of the part time custodial position in the position listing schedule and establishing a full time Kennel Attendant/Custodian to be split between the Police Department and Animal Control Department.

ACTION OPTIONS/RECOMMENDATION

City staff recommends approval of Ordinance No. 2011-46, updating the FY 2010/11 Personnel Position Listing Schedule.

Fiscal Impact

Funds available Y/N?: Yes

FINANCIAL IMPACT:

The recommended changes will reduce expenses by \$6,410 in FY 2011/12 budget and will increase service to both the Animal Control and Police Department Buildings.

Attachments

Ordinance & Position Listing

ORDINANCE NO. 2011-46

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, APPROVING THE ATTACHED PERSONNEL POSITION LISTING SCHEDULE INCLUDED IN THE FISCAL YEAR BUDGET BEGINNING OCTOBER 1, 2010, AND ENDING ON SEPTEMBER 30, 2011; BY REPEALING THE CURRENT PERSONNEL POSITION LISTING SCHEDULE, AND REPLACING WITH A REVISED PERSONNEL POSITION LISTING SCHEDULE; AND ESTABLISHING A SAVINGS CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, The City of Copperas Cove has not updated this Personnel Position Listing Schedule since September 7, 2010.

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

SECTION I.

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

SECTION II.

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

SECTION III.

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

SECTION IV.

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

PASSED, APPROVED AND ADOPTED this 6th day of September 2011, at a regular called meeting of the City Council of the City of Copperas Cove, Texas, which meeting was held in compliance with the Open Meetings Act, *Tex. Gov't Code 551.001, et.seq.*, at which meeting a quorum was present and voting.

John Hull, Mayor

ATTEST:

Jane Lees, City Secretary

APPROVED AS TO FORM:

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

City of Copperas Cove 2010/2011
Position Listing and Salary Ranges by Department - With 1.5% COLA

| Fund # | Dept # | No. EE's | Department Name | Position Title | Hourly Salary Minimum | Hourly Salary Maximum |
|--------|--------|----------|---------------------|--|------------------------------|-----------------------|
| 01 | 22 | 1 | City Manager | Secretary to the City Manager | \$ 13.63 | \$ 20.08 |
| 01 | 22 | 1 | City Manager | City Manager | Unclassified | |
| 01 | 23 | 1 | City Secretary | Deputy City Secretary | \$ 14.09 | \$ 20.75 |
| 01 | 23 | 1 | City Secretary | City Secretary | Unclassified | |
| 01 | 31 | 2 | Finance | Accounting Technician | \$ 13.07 | \$ 19.26 |
| 01 | 31 | 1 | Finance | Senior Accountant | \$ 16.75 | \$ 24.67 |
| 01 | 31 | 1 | Finance | Project Accountant | \$ 22.58 | \$ 33.27 |
| 01 | 31 | 1 | Finance | Budget Analyst | \$ 22.58 | \$ 33.27 |
| 01 | 31 | 1 | Finance | Purchasing Officer | \$ 24.42 | \$ 35.97 |
| 01 | 31 | 1 | Finance | Director of Budget | Unclassified | |
| 01 | 31 | 1 | Finance | Director of Financial Services | Unclassified | |
| 01 | 34 | 1.5 | Human Resources | Receptionist | \$ 9.54 | \$ 14.05 |
| 01 | 34 | 1 | Human Resources | Human Resources Coordinator | \$ 13.24 | \$ 19.50 |
| 01 | 34 | 1 | Human Resources | Director of Human Resources | Unclassified | |
| 01 | 35 | 1 | Information Systems | Information Systems Specialist II | \$ 21.89 | \$ 32.25 |
| 01 | 35 | 1 | Information Systems | Public Comm./Media Specialist | \$ 23.92 | \$ 35.24 |
| 01 | 35 | 1 | Information Systems | Director of Information Systems | Unclassified | |
| 01 | 35 | 1 | Information Systems | Information Systems Specialist I | Unfunded 2010-11 Budget Year | |
| 01 | 41 | 4 | Municipal Court | Court Clerk | \$ 10.84 | \$ 15.97 |
| 01 | 41 | 1 | Municipal Court | Court Clerk | Unfunded 2010-11 Budget Year | |
| 01 | 41 | 1 | Municipal Court | Asst. Administrator - Municipal Court | \$ 12.88 | \$ 18.97 |
| 01 | 41 | 1 | Municipal Court | Administrator - Municipal Court | \$ 20.71 | \$ 30.50 |
| 55 | 41 | 0.5 | Municipal Court | Bailiff | \$ 17.77 | \$ 26.18 |
| 01 | 42 | 0 | Police | Custodian | \$ 9.01 | \$ 13.28 |
| 01 | 42 | 1 | Police | Custodian/Kennel Attendant | \$ 9.60 | \$ 14.14 |
| 01 | 42 | 2 | Police | Senior Records Clerk | \$ 10.84 | \$ 15.97 |
| 01 | 42 | 1 | Police | Administrative Assistant | \$ 11.89 | \$ 17.51 |
| 01 | 42 | 1 | Police | Admin. Asst. Training and Evidence | \$ 11.89 | \$ 17.51 |
| 01 | 42 | 12 | Police | Police Communications/Operator | \$ 11.91 | \$ 17.54 |
| 01 | 42 | | Police | Patrol Officer - Non Cert. in Academy | \$ 12.95 | - |
| 01 | 42 | 1 | Police | Executive Secretary | \$ 13.63 | \$ 20.08 |
| 01 | 42 | | Police | Patrol Officer - Certified in FTP | \$ 14.46 | - |
| 01 | 42 | 37 | Police | Patrol Officer - Certified | \$ 17.77 | \$ 26.18 |
| 01 | 42 | 1 | Police | Patrol Officer - Certified | Unfunded 2010-11 Budget Year | |
| 01 | 42 | 5 | Police | Police Corporal | \$ 21.82 | \$ 32.14 |
| 01 | 42 | 8 | Police | Police Sergeant | \$ 23.61 | \$ 34.78 |
| 01 | 42 | 3 | Police | Police Lieutenant | \$ 26.77 | \$ 39.43 |
| 01 | 42 | 1 | Police | Police Deputy Chief | \$ 30.23 | \$ 44.52 |
| 01 | 42 | 1 | Police | Chief of Police | Unclassified | Unclassified |
| 01 | 43 | 1 | Animal Control | Animal Control Clerk | \$ 9.60 | \$ 14.14 |
| 01 | 43 | 3 | Animal Control | Animal Control Officer | \$ 10.66 | \$ 15.70 |
| 01 | 43 | 1 | Animal Control | Supervisor - Animal Control | \$ 15.53 | \$ 22.87 |
| 01 | 44 | 33 | Fire | Firefighter (2904 hour work year) | \$ 11.63 | \$ 17.13 |
| 01 | 44 | 1 | Fire | Administrative Asst. - Fire and EMS | \$ 11.89 | \$ 17.51 |
| 01 | 44 | 1 | Fire | Admin. Asst. - Spt Svcs./Emer. Mgmt. | \$ 11.89 | \$ 17.51 |
| 01 | 44 | 6 | Fire | Fire Lieutenant (2904 hr work year) | \$ 13.90 | \$ 20.47 |
| 01 | 44 | 3 | Fire | Fire Captain (2904 hour work year) | \$ 15.16 | \$ 22.34 |
| 01 | 44 | 3 | Fire | Fire Battalion Chief (2904 hr work yr) | \$ 18.08 | \$ 26.63 |
| 01 | 44 | 1 | Fire | Fire Inspector/Investigator | \$ 19.40 | \$ 28.57 |
| 01 | 44 | 1 | Fire | Fire Inspector/Investigator | Unfunded 2010-11 Budget Year | |
| 01 | 44 | 1 | Fire | Division Chief - Prevention | \$ 25.23 | \$ 37.17 |
| 01 | 44 | 1 | Fire | Division Chief - Training | \$ 25.23 | \$ 37.17 |
| 01 | 44 | 1 | Fire | Deputy Fire Chief | \$ 27.50 | \$ 40.50 |

City of Copperas Cove 2010/2011
Position Listing and Salary Ranges by Department - With 1.5% COLA

| Fund # | Dept # | No. EE's | Department Name | Position Title | Hourly Salary Minimum | Hourly Salary Maximum |
|--------|--------|----------|------------------------------|------------------------------------|------------------------------|-----------------------|
| 01 | 44 | 1 | Fire | Fire Chief/Emer. Mgmt. Coordinator | Unclassified | |
| 01 | 51 | 1 | Engineering | Public Improvements Inspector | \$ 20.30 | \$ 29.90 |
| 01 | 51 | 1 | Engineering | Projects Director/City Engineer | Unclassified | |
| 01 | 52 | 1 | Building & Development Svcs. | Administrative Assistant | \$ 11.89 | \$ 17.51 |
| 01 | 52 | 1 | Building & Development Svcs. | Inspector Senior | \$ 18.66 | \$ 27.48 |
| 01 | 52 | 1 | Building & Development Svcs. | Chief Building Official | \$ 29.62 | \$ 43.63 |
| 01 | 52 | 1 | Building & Development Svcs. | Inspector | Unfunded 2010-11 Budget Year | |
| 01 | 53 | 2 | Street | Light Equipment Operator | \$ 10.37 | \$ 15.28 |
| 01 | 53 | 1 | Street | Light Equipment Operator | Unfunded 2010-11 Budget Year | |
| 01 | 53 | 2 | Street | Heavy Equipment Operator | \$ 11.91 | \$ 17.54 |
| 01 | 53 | 1 | Street | Traffic Control Technician | \$ 11.91 | \$ 17.54 |
| 01 | 53 | 0.5 | Street | Crewleader Street/Drainage | \$ 15.23 | \$ 22.43 |
| 01 | 54 | 2 | Parks & Recreation | Recreation Aide | \$ 8.12 | \$ 11.96 |
| 01 | 54 | 2 | Parks & Recreation | Custodian | \$ 9.01 | \$ 13.28 |
| 01 | 54 | 6 | Parks & Recreation | Laborer | \$ 9.60 | \$ 14.14 |
| 01 | 54 | 2 | Parks & Recreation | Light Equipment Operator | \$ 10.37 | \$ 15.28 |
| 01 | 54 | 1 | Parks & Recreation | Light Equip. Operator/HVAC Tech. | \$ 10.37 | \$ 15.28 |
| 01 | 54 | 1 | Parks & Recreation | Recreation/Aquatics Specialist | \$ 12.30 | \$ 18.12 |
| 01 | 54 | 1 | Parks & Recreation | Recreation Specialist | \$ 12.30 | \$ 18.12 |
| 01 | 54 | 1 | Parks & Recreation | Supervisor - Parks | \$ 15.53 | \$ 22.87 |
| 01 | 54 | 1 | Parks & Recreation | Asst. Director of Community Svcs. | \$ 29.28 | \$ 43.13 |
| 01 | 54 | 1 | Parks & Recreation | Director of Community Services | Unclassified | |
| 01 | 55 | 0.5 | Fleet Services | Parts Technician | \$ 9.60 | \$ 14.14 |
| 01 | 55 | 2 | Fleet Services | Mechanic | \$ 13.64 | \$ 20.09 |
| 01 | 55 | 1 | Fleet Services | Lead Mechanic | \$ 15.62 | \$ 23.01 |
| 01 | 55 | 1 | Fleet Services | Supervisor - Fleet Services | \$ 19.73 | \$ 29.06 |
| 01 | 57 | 1 | Facility Maintenance | Facility Maintenance | \$ 12.55 | \$ 18.48 |
| 01 | 57 | 1 | Facility Maintenance | Facility Maintenance | Unfunded 2010-11 Budget Year | |
| 01 | 61 | 1 | Planning | GIS Technician | \$ 19.15 | \$ 28.21 |
| 01 | 71 | 2 | Library | Library Assistant I | \$ 9.93 | \$ 14.62 |
| 01 | 71 | 1 | Library | Community Outreach Specialist | \$ 9.93 | \$ 14.62 |
| 01 | 71 | 0.5 | Library | Library Assistant II | \$ 11.61 | \$ 17.10 |
| 01 | 71 | 3 | Library | Library Assistant III | \$ 13.25 | \$ 19.51 |
| 01 | 71 | 0.5 | Library | Outreach Spec./Library Asst. III | \$ 13.25 | \$ 19.51 |
| 01 | 71 | 1 | Library | Ref. Asst./Electronic Tech Coord. | \$ 13.77 | \$ 20.29 |
| 01 | 71 | 1 | Library | Asst. Director Library/Reference | \$ 18.95 | \$ 27.91 |
| 01 | 71 | 1 | Library | Director Library | \$ 30.45 | \$ 44.85 |
| 01 | 72 | 1 | Code & Health Compliance | Administrative Assistant | \$ 11.89 | \$ 17.51 |
| 01 | 72 | 2 | Code & Health Compliance | Code Enforcement Officer | \$ 14.50 | \$ 21.36 |
| 01 | 72 | 1 | Code & Health Compliance | Health Inspector | \$ 14.50 | \$ 21.36 |
| 02 | 80 | 1 | Public Works | Executive Secretary | \$ 13.63 | \$ 20.08 |
| 02 | 80 | 1 | Public Works | Asst. Director of Public Works | \$ 21.64 | \$ 31.88 |
| 02 | 80 | 1 | Public Works | Director of Public Works | Unclassified | |
| 02 | 80 | 0.25 | Public Works | Custodian | Unfunded 2010-11 Budget Year | |
| 02 | 81 | 4 | Utility Administration | Customer Service Representative | \$ 10.13 | \$ 14.92 |
| 02 | 81 | 4 | Utility Administration | Meter Reader/Service Technician | \$ 10.13 | \$ 14.92 |
| 02 | 81 | 1 | Utility Administration | Senior Customer Service Rep. | \$ 11.17 | \$ 16.45 |
| 02 | 81 | 1 | Utility Administration | Billing Technician | \$ 12.21 | \$ 17.99 |
| 02 | 81 | 1 | Utility Administration | Supervisor - Utilities | \$ 20.29 | \$ 29.89 |
| 02 | 82 | 1 | Water Distribution | Operator II/Heavy Equip. Operator | \$ 12.28 | \$ 18.09 |
| 02 | 82 | 7 | Water Distribution | Operator II Water Distribution | \$ 12.28 | \$ 18.09 |
| 02 | 82 | 1 | Water Distribution | Supervisor Installation | \$ 15.53 | \$ 22.87 |
| 02 | 82 | 1 | Water Distribution | Supervisor Pump Maintenance | \$ 15.53 | \$ 22.87 |

City of Copperas Cove 2010/2011
Position Listing and Salary Ranges by Department - With 1.5% COLA

| Fund # | Dept # | No. EE's | Department Name | Position Title | Hourly Salary Minimum | Hourly Salary Maximum |
|--------|--------|----------|------------------------|-----------------------------------|------------------------------|-----------------------|
| 02 | 82 | 1 | Water Distribution | Superintendent Water Distribution | \$ 20.20 | \$ 29.75 |
| 02 | 83 | 6 | Sewer Collection | Operator II Sewer Collection | \$ 12.28 | \$ 18.09 |
| 02 | 83 | 1 | Sewer Collection | Operator II Sewer Collection | Unfunded 2010-11 Budget Year | |
| 02 | 83 | 1 | Sewer Collection | Asst. Supervisor/Operator III | \$ 15.53 | \$ 22.87 |
| 02 | 83 | 1 | Sewer Collection | Superintendent - Sewer Collection | \$ 20.20 | \$ 29.75 |
| 02 | 84 | 6 | Wastewater Treatment | Operator II Wastewater | \$ 12.28 | \$ 18.09 |
| 02 | 84 | 1 | Wastewater Treatment | Lab Technician Wastewater | \$ 13.79 | \$ 20.32 |
| 02 | 84 | 3 | Wastewater Treatment | Chief Plant Operator Wastewater | \$ 17.88 | \$ 26.34 |
| 02 | 84 | 1 | Wastewater Treatment | Lab Tech - Senior Wastewater | \$ 17.88 | \$ 26.34 |
| 02-01 | 84 | 2 | Composting | Heavy Equipment Operator | \$ 11.91 | \$ 17.54 |
| 02-01 | 84 | 1 | Composting | Supervisor Composting | \$ 15.53 | \$ 22.87 |
| 03 | 90 | 1 | Solid Waste Collection | Administrative Assistant | \$ 11.89 | \$ 17.51 |
| 03 | 90 | 1 | Solid Waste Collection | Supervisor SW - Operations | \$ 15.53 | \$ 22.87 |
| 03 | 90 | 1 | Solid Waste Collection | Supervisor SW - Recycling/Admin. | \$ 15.53 | \$ 22.87 |
| 03 | 90 | 1 | Solid Waste Collection | Solid Waste Superintendent | \$ 22.10 | \$ 32.55 |
| 03 | 90 | 0.25 | Solid Waste Collection | Custodian | Unfunded 2010-11 Budget Year | |
| 03 | 91 | 10 | Solid Waste Collection | Driver | \$ 11.91 | \$ 17.54 |
| 03 | 91 | 1 | Solid Waste Collection | Lead Driver | \$ 12.78 | \$ 18.82 |
| 03 | 91 | 1 | Solid Waste Collection | Mechanic | \$ 13.64 | \$ 20.09 |
| 03 | 92 | 0.5 | Solid Waste Collection | Clerk/Dispatcher | \$ 9.60 | \$ 14.14 |
| 03 | 92 | 0.5 | Solid Waste Disposal | Laborer | \$ 9.60 | \$ 14.14 |
| 03 | 92 | 1 | Solid Waste Disposal | Scale Operator | \$ 9.60 | \$ 14.14 |
| 03 | 92 | 3 | Solid Waste Disposal | Heavy Equipment Operator | \$ 11.91 | \$ 17.54 |
| 04 | 54 | 1 | Parks & Recreation | Recreation Spec./Admin.Asst. | \$ 12.30 | \$ 18.12 |
| 04 | 54 | 1 | Parks & Recreation | Recreation Coordinator | \$ 15.53 | \$ 22.87 |
| 05 | 76 | 3 | Drainage Utility | Laborer | \$ 9.60 | \$ 14.14 |
| 05 | 76 | 2 | Drainage Utility | Heavy Equipment Operator | \$ 11.91 | \$ 17.54 |
| 05 | 76 | 0.5 | Drainage Utility | Crew Leader Street/Drainage | \$ 15.23 | \$ 22.43 |
| 06 | 54 | 1 | Parks & Recreation | Light Equipment Operator | \$ 10.37 | \$ 15.28 |
| 09 | 7400 | 2 | Golf Course | Clerk/Golf Shop Assistant | \$ 9.60 | \$ 14.14 |
| 09 | 7400 | 0.5 | Golf Course | Clerk/Golf Shop Assistant | Unfunded 2010-11 Budget Year | |
| 09 | 7400 | 1 | Golf Course | Head Golf Professional | \$ 15.53 | \$ 22.87 |
| 09 | 7402 | 3 | Golf Course | Laborer | \$ 9.60 | \$ 14.14 |
| 09 | 7402 | 0.5 | Golf Course | Laborer | Unfunded 2010-11 Budget Year | |
| 09 | 7402 | 1 | Golf Course | Heavy Equipment Operator | \$ 11.91 | \$ 17.54 |
| 09 | 7402 | 0.5 | Golf Course | Golf Course Mechanic | \$ 11.91 | \$ 17.54 |
| 09 | 7402 | 1 | Golf Course | Golf Course Superintendent | \$ 27.82 | \$ 40.98 |

City Council Regular

I. 8.

Meeting Date: 09/06/2011

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

SUBJECT

Consideration and action on authorizing the City Manager to enter into Development and Annexation Agreement between the City of Copperas Cove and Mesa Verde Partners. **Wesley Wright, P.E.**
Division Head of Public Works/City Engineer

BACKGROUND/HISTORY

On May 20, 2008, the City Council approved a development agreement with Mesa Verde Partners to provide funding for the development at Mesa Verde II and III. At the time, the City understood the development would not occur but for the execution of such an agreement and the City recognized an inability to provide the required additional water supply capacity.

On October 21, 2008, the City Council authorized the City Manager to execute a construction contract with Maguire Iron to construct a 300,000 gallon elevated storage tank for the Mesa Verde Development. The developer agreement with Mesa Verde Partners and the construction contract with Maguire Iron were authorized for cancellation by the governing body on March 3, 2009.

City funding limitations prevented the City from providing such capacity until the year 2014 without the generation of additional revenue. However, in the summer 2010, the City became aware of increased project costs associated with required easements from the military and was forced to cancel a funded Northloop waterline project that was to bid with the SH 9 project. Thus, the Council agreed to move funding from the Northloop waterline project to the Mesa Verde (Mountain Top) project due to the development and the need to improve the water capacity in others areas adjacent to the Mountain Top project area.

FINDINGS/CURRENT ACTIVITY

The attached agreement details the terms under which the City will construct two water storage tanks. The water tanks, included in the City's current Capital Improvement Plan, will serve the proposed residential development as well as help alleviate water system challenges on the entire Mountain Top water pressure plane.

A portion of the area owned by Mesa Verde Partners is currently located outside the city limits. In exchange for the city's participation, the agreement includes provisions for voluntary annexation as well as the dedication of property necessary to construct Mountain Top water improvements. In addition, the agreement provides provisions for an over-sized water line that will serve the Mountain Top water pressure plane.

ACTION OPTIONS/RECOMMENDATION

City staff recommends City Council authorize the City Manager to enter into Development and Annexation Agreement between the City of Copperas Cove and Mesa Verde Partners.

Fiscal Impact

FINANCIAL IMPACT:

Funding for the Mountain Top Water project is available in Fund 88.

Attachments

Agreement + Exhibits A-B
Exhibits C-E

STATE OF TEXAS §
 §
COUNTY OF CORYELL §

**DEVELOPMENT AND ANNEXATION AGREEMENT BETWEEN THE CITY OF
COPPERAS COVE AND MESA VERDE PARTNERS**

This Development and Annexation Agreement (the "Agreement") is made and entered into as of the ____ day of _____, 2011 (the "Effective Date") by and between the **CITY OF COPPERAS COVE, TEXAS**, a Texas home rule city and municipal corporation (the "City"), and **MESA VERDE PARTNERS**, a _____, (the "Developer"). The City and the Developer are sometimes referred to herein as the "Parties." The Parties agree as follows.

**I.
Purposes, Term and Consideration**

- 1.01. The Developer owns that certain tract of land more particularly described in **Exhibit A** attached hereto and here incorporated for all purposes, herein referred to as the "Property"
- 1.02. The Property is located within the Extraterritorial Jurisdiction ("ETJ") of the City.
- 1.03. The Developer has agreed to submit to the City an annexation petition (the "Annexation Petition") asking the City to annex the Property.
- 1.04. Under this Agreement, the Developer will benefit by consenting to future annexation by the City which will provide regulatory certainty and assurance concerning the conditions, terms, and restrictions applicable to the continued use and development of the Property.
- 1.05. The City will benefit from this Agreement by virtue of 1) the certainty that the Property will be annexed by the City without said annexation counting towards its statutory annual cap; 2) its control over the development standards for the Property through this Agreement; and 3) the increased ad valorem tax revenues accruing to the City from future annexation of the Property.
- 1.06. The benefits to the Parties set forth in Sections 1.05 and 1.06 above, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.
- 1.07. Authority for this Agreement exists under Chapter 212, Subchapter G, Texas Local Government Code ("Subchapter G"), Chapter 43, Texas Local Government Code ("Chapter 43"), Chapter 380 Texas Local Government Code ("Chapter 380"), Section 212.071 Texas Local Government Code and such other statutes as may be applicable.
- 1.08. The Term of this Agreement will commence on the Effective Date and shall continue for a period of fifteen (15) years unless otherwise terminated as provided for herein.

II. Definitions

- 2.01. Agreement: This Development and Annexation Agreement for the Developer's Property.
- 2.02. Annexation Petition: The petition to be submitted by the Developer to the City requesting annexation of the Annexation Tract, which petition shall be substantially in the form of **Exhibit "B"**.
- 2.03. Applicable Rules: The City Rules and regulations in effect as of the Effective Date of this Agreement which, as modified by the Project Approvals, will be applicable to the development of the Property, except as provided herein.
- 2.04. City: The City of Copperas Cove, Texas, a Texas home rule city.
- 2.05. City Code: The Copperas Cove, Texas Code of Ordinances, as amended from time to time, including, without limitation, the Unified Development Code.
- 2.06. City Council: The City Council of Copperas Cove, Texas.
- 2.07. City Rules: The City's ordinances and duly adopted regulations.
- 2.08. Existing Uses: Those uses consistent with the City of Copperas Cove Zoning District R1 as described within the City's Code of Ordinances Chapter 20 as of the effective date of this Agreement.
- 2.09. Effective Date: The date first stated in this Agreement, which date shall be no sooner than the approval date by the City Council of this Agreement.
- 2.10. Oversize: The increase in diameter in the Distribution Line from 8 inches to 12 inches.
- 2.11. Parties: The City of Copperas Cove and Developer.
- 2.12. Property: Approximately 85 acres of land, in Coryell County, Texas, as more fully described on the attached **Exhibit "A"**.
- 2.13. Project: The Development of the Property into approximately 120 Residential Lots.
- 2.14. Project Approvals: All approvals, variances, waivers and exceptions to the Applicable Rules by the City that are necessary or required for the development of the Property to authorize Existing Uses as here defined, including this Agreement[and other future regulatory approvals].
- 2.15. Distribution Line: An 8 inch Distribution Line designed to serve the Project.
- 2.16. Transmission Line: 16 inch line designed to provide water to the Water Tanks.
- 2.17. Service System: The Distribution Line and the Transmission Line as more particularly described in the attached **Exhibit "C"**.

III.
Regulatory Certainty

- 3.01. The Parties stipulate and agree that the Developer's Existing Uses of the Property, including continuation, expansion, and development of Existing Uses, shall be fully vested to the extent allowed by Texas law, and the parties specifically agree that no land usage and no land development standards permitted prior to the Effective Date of this Agreement shall be further restricted, modified, or revoked unless the Developer, its successors or assigns agrees in writing to such restriction, modification or revocation.

IV.
Commitments of the Developer

- 4.01. The Developer agrees to submit to the City an Annexation Petition within 30 days of this Agreement being executed. Developer's understands and agrees that the City's annexation of the subject property is substantial consideration for this Agreement and failure to submit the Annexation Petition as provided for herein shall be considered a material breach of the Agreement subject to the termination provisions in Article VIII of this Agreement.
- 4.02. The Developer agrees not to contest future annexation of the Annexation Tract by the City in court, at City Council, or at the Texas Legislature, provided such annexation occurs according to the terms of this Agreement.
- 4.03. The Developer agrees to donate land (the "Water Tanks Site") within the Property sufficient in size to accommodate a 300,000 gallon water tank ("Tank One") and a 1.2 million gallon water tank ("Tank Two") (collectively the "Water Tanks") and the associated pump stations to be constructed by the City. Said donation shall be by deed in a form substantially similar to the attached **Exhibit "D"** and shall occur concurrently with the Developer's submission of the Annexation Petition.
- 4.04. The Developer agrees to temporarily provide a site of sufficient size and location within the Property to accommodate any debris and/or material storage during the City's construction of Water Tanks ("Debris Site"). Said use by City shall be temporary in nature and for the sole purpose of the construction of the Water Tanks.
- 4.05. The Developer agrees locate the Transmission Line System consistent with **Exhibit "C"**.
- 4.06. The Developer agrees to provide a public utility easement, in a form substantially similar to the attached **Exhibit "E"**, for the placement of the Service System.

V.
Commitments of the City

- 5.01. Upon annexation of the Property, the City agrees to propose an ordinance zoning the annexed Property to R1, or such other district as the City Code may then include analogous to R1 (the "Proposed Zoning Ordinance"). Nothing in this Agreement shall be

construed to modify or supersede mandatory zoning procedures applicable to the City under state law or the City Code.

- 5.02. The City Agrees to financially participate in the construction of the Distribution Line at 30% of the actual cost of construction and 100% of the cost of the Oversize as provided for herein.
- 5.03. The City agrees to accept the Service Line System as a public utility.

VI.

Distribution Line Construction; Reimbursement

- 6.01. Construction of the Distribution Line. Developer has caused or will cause its engineers to design the Distribution Line to accommodate the Project and the City's requested Oversize. Developer agrees to construct the Distribution Line according to plans and specifications approved by the City and in accordance with a contract between Developer and its general contractor, the form of which must be approved by the City. To assure performance, Developer agrees to have a performance bond executed by a corporate surety in accordance with Chapter 2253 of the Government Code in an amount equal to 100% of the estimated costs of construction. The City agrees to release the performance bond when the Distribution Line is completed and upon satisfaction of the condition in Paragraph 6.02 a.

The City has the right review the Schedule of Values for design and construction of the Distribution Line and protest said values. If the City Engineer finds and determines that the Schedule of Values are unreasonable the City may refuse to reimburse Developer for that portion it finds and determines to be unreasonable.

- 6.02. Reimbursement Obligation of the City. The City agrees to reimburse Developer 30% of the cost construction of the Distribution Line and 100% of the cost of the Oversize upon satisfaction of the following condition:
 - a. Developer's general contractor must provide an affidavit that all providers of labor and material for the Distribution Line have been paid in full upon completion of the construction of the Distribution Line.

- 6.03. Reimbursement Process.

- a. Upon satisfactory construction of the Distribution Line, the Developer shall obtain a document from the City indicating their acceptance of the Distribution Line.
- b. Developer shall submit to the City an invoice detailing the cost of construction and proof of acceptance.
- c. Within thirty days (30) of receipt of such invoice, the City shall remit its share of the cost as provided for herein.

- 6.04. Conditions to Approval of Permits. The City will have no obligation to approve new or pending applications for permits for the Project until the following conditions have been

satisfied:

- a. Developer has secured the cost of construction of the Distribution Line; and
 - b. Developer has provided surety in compliance with paragraph 6.01 of this Agreement to the City that the Distribution Line will be constructed by Developer in accordance with the approved design thereof; and
 - c. The Developer has submitted the Annexation Petition as provided for in this Agreement; and
 - d. The Developer has donated the Water Tanks Site as provided for in this Agreement; and
 - e. The Developer has delineated the Debris Site for use by the City as provided for in this Agreement.
- 6.05. Warranty Bond. Developer agrees to provide City a two (2) year warranty bond on the construction of the Transmission Line and Distribution Line in a form satisfactory to the City.

VII.

Assignment of Commitments and Obligations; Successors

- 7.01. The Developer's rights and obligations under this Agreement may be assigned in whole to persons purchasing all of the Property upon written consent of the City.
- 7.02. This Agreement shall be binding upon the Parties, their successors and assigns. Provided, that in the event of an assignment the Developer shall continue to be liable under this Agreement for a default affecting this Agreement.

VIII.

Breach, Default, Remedy, and Termination Right

- 8.01. The Parties further agree that if either party materially breaches the terms provided for herein, such material breach shall be an event of default. In that event, the non-defaulting party to this Agreement may, in addition to all other rights and remedies allowed under law, pursue the remedy of specific performance.
- 8.02. Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of thirty (30) business days after receipt by such party of notice of default from the other party. Upon the passage of thirty (30) business days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement, and the non-defaulting party may pursue the remedies allowed under this Agreement.
- 8.03. After the expiration of its Term this Agreement it shall be of no further force and effect, except that termination will not affect any right or obligation arising from Project

Approvals previously granted, and such expiration shall not affect vested rights existing under Chapter 245 and Chapter 43.

- 8.04. This Agreement may be terminated or amended as to the Property at any time by mutual written consent of the City and the Developer.

IX. Force Majeure

- 9.01 The term “force majeure” as employed herein shall mean and refer to, without limitation, acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies, statutes, regulations, and orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the party claiming such inability.
- 9.02 If, by reason of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such party shall give written notice of the full particulars of such force majeure to the other party within ten (10) days after the occurrence thereof. The obligations of the party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- 9.03 It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require that the settlement be unfavorable in the judgment of the party having the difficulty.

X. Notices

- 10.01 Any notice to be given hereunder by any party to another party shall be in writing and may be affected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed or, in the case of personal delivery upon actual delivery.

Any notice mailed to the City shall be addressed:

City of Copperas Cove
P.O. Drawer 1449
Copperas Cove, Texas 78610
Attn: City Manager

Any notice mailed to the Developer shall be addressed:

Mesa Verde Partnership
P.O. Box 727
1406 South FM 116, Suite C
Copperas Cove, TX 76522

Any party may change the address for notice to it by giving notice of such change in accordance with the provisions of this section.

**XI.
Entire Agreement/Severability**

- 11.01. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties with respect to its subject matter, and may not be amended except by a writing signed by all Parties and dated subsequent to the date hereof.
- 11.02. If any provision of this Agreement is found to be unenforceable by a court of law having jurisdiction over the Parties, the remainder of the Agreement shall remain in force, unless the elimination of the unenforceable provision substantially deprives one or both Parties of the benefits of this Agreement.

**XII.
Effective Date**

- 12.01. This Agreement shall be effective as of the date stated in the opening paragraph, which shall be inserted upon the execution by both Parties and approval by the City Council.

**XIII.
Recordation**

- 13.01. This Agreement or a memorandum of this Agreement acceptable to City and Developer shall be recorded in the Official Public Records of Coryell County, Texas as a Development and Annexation Agreement under Chapter 212 Subchapter G of the Texas Local Government Code.

**XIV.
Texas Law Governs**

- 14.01. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. In the event of partial invalidity, the balance of the Agreement shall remain in full force and effect.

**XV.
Time of the Essence**

- 15.01. It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.

**XVI.
Cooperation and Third-Party Litigation**

- 16.01. The City and the Developer each agree to execute such further documents or instruments as may be necessary to evidence their agreements hereunder.
- 16.02. In the event of any third party lawsuit or other claim relating to the validity of this Agreement or any actions taken by the Parties hereunder, the Developer and the City agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution of their respective rights and obligations under this Agreement. The filing of any third party lawsuit relating to this Agreement or the development of the Project will not delay, stop or otherwise affect the development of the Project or the City's processing or issuance of any approvals for the Project, unless otherwise required by a court of competent jurisdiction. The City agrees not to stipulate or agree to the issuance of any court order that would impede or delay the City's processing or issuance of approvals for the Project.

XVII.
Construction of Agreement

- 17.01 All exhibits attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. Each of the Parties has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not be employed in interpreting this Agreement or its exhibits. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts, individually or taken together, bear the signatures of all of the Parties.

XVIII.
Authorization

- 18.01. The City certifies, represents, and warrants that the execution of this Agreement has been duly authorized and that this Agreement has been approved in conformity with City ordinances and other applicable legal requirements. The Developer certifies, represents, and warrants that the execution of this Agreement is duly authorized in conformity with their authority.

EXECUTED in multiple originals and effective as of the ____ day of _____, 2011.

CITY OF COPPERAS COVE, TEXAS

By: _____
John Hull, Mayor

MESA VERDE PARTNERS

By: _____
Name: _____, Title

THE STATE OF TEXAS §
§
COUNTY OF CORYELL §

This instrument was acknowledged before me on the _____ day of _____, 2011, by John Hull, Mayor of **THE CITY OF COPPERAS COVE, TEXAS**, a Texas municipal corporation, on behalf of said city.

NOTARY PUBLIC, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF CORYELL §

This instrument was acknowledged before me on the _____ day of _____, 2011, by _____, _____ of Mesa Verde Partners.

NOTARY PUBLIC, State of Texas

EXHIBIT “A”

*****Legal Description of the Property – 85 acres – not just Mesa Verde II**

DRAFT

EXHIBIT "B"
Annexation Petition

PETITION REQUESTING ANNEXATION

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS:

The undersigned owner(s) of the hereinafter described tract of land hereby petition this honorable body to extend the present municipal limits of the City of Copperas Cove, so as to include and annex as a part of the City of Copperas Cove, the property herein described by metes and bounds.

See Attached Exhibits "A-1" and "A-2".

We certify that the above-described tract of land is contiguous and adjacent to the City Limits of the City of Copperas Cove this petition is signed and duly acknowledged by each and every person or corporation having an ownership interest in said land.

Signed: _____

Printed Name: _____

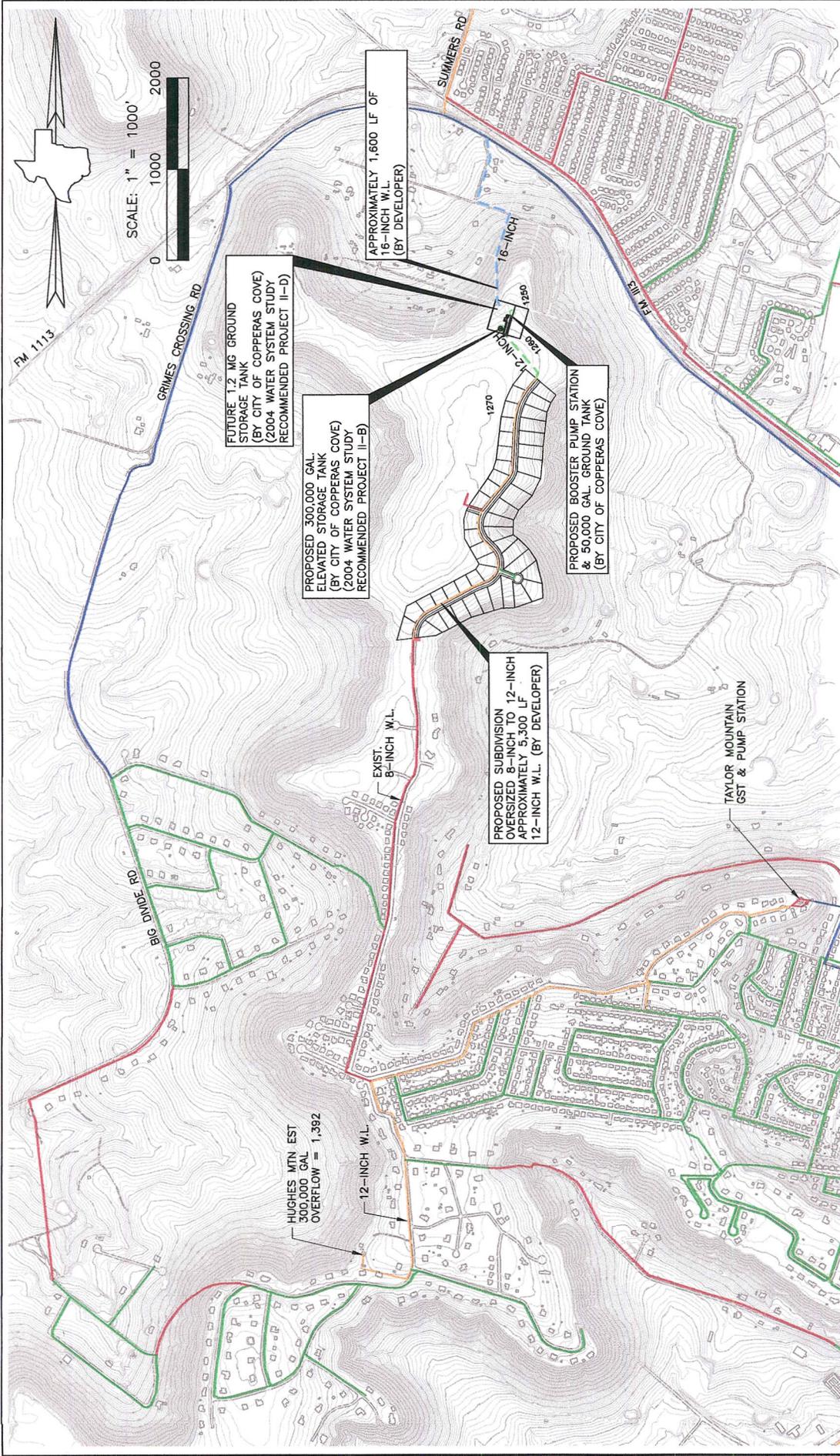
STATE OF TEXAS §
 §
COUNTY OF _____ §

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and each acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the _____ day of _____, 2011.

Notary Public, State of Texas
My commission expires: _____

EXHIBIT C



MOUNTAIN TOP NORTH
WATER SERVICE PLAN UPDATE - 2011

CITY OF COPPERAS COVE


River City Engineering
 Civil, Environmental & Construction
 801 WEST 11TH STREET
 AUSTIN, TEXAS 78704-7047
 PHONE (512) 446-8000
 FAX (512) 446-8006
 601 NEW BRUNNEN WALK, SUITE C
 NEW BRUNNEN, TEXAS 76080
 PHONE (817) 828-5588
 FAX (817) 828-5581

EXHIBIT D

CITY OF COPPERAS COVE RIGHT-OF-WAY DEDICATION INSTRUMENT

STATE OF TEXAS §

COUNTY OF CORYELL §

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

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

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

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

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

BY: _____

GRANTOR

BY: _____

GRANTOR

ACKNOWLEDGEMENT

THE STATE OF TEXAS,

COUNTY OF _____

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

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

NOTARY SEAL

Notary Public, State of Texas

Notary's Name (Printed)

Notary's Commission Expires

CERTIFICATE OF ACCEPTANCE

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

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

Dated

Mayor, CITY OF COPPERAS COVE

ATTEST:

City Secretary

AFTER EXECUTION BY GRANTOR, PLEASE RETURN ORIGINAL TO:
CITY OF COPPERAS COVE
C/o City Engineer
[address]

AFTER RECORDING, PLEASE RETURN ORIGINAL TO:
CITY OF COPPERAS COVE
C/o City Secretary
[address]

EXHIBIT E

Agreement for Water and Sewer Utility Easement

Date: _____

Grantors: _____

Grantor's Mailing Address:

Grantee/Holder: City of Copperas Cove, Coryell County, a Texas municipal corporation.

Grantee's Mailing Address: P.O. Drawer 1449, Copperas Cove, Coryell County, Texas 76522

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

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

Consideration: The benefits accruing to Grantor (and Grantor's successors and assigns), as the owner of the property of Grantor that currently adjoins, is adjacent to and/or contiguous to the Easement Property, by donation of the dedication of this easement, and the other benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

Reservations from Conveyance: None.

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

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

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

1. *Transfer of Easement.* The Easement rights herein granted shall pass to Grantee's successors and assigns, subject to all of the Terms hereof. The Easement rights of use granted herein are nonexclusive and irrevocable.

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

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

Grantor

Grantor

ACKNOWLEDGMENTS

STATE OF TEXAS)
COUNTY OF CORYELL)

This instrument was acknowledged before me on _____, 20__ by
_____.

Notary Public, State of Texas

ACCEPTED:

The City of Copperas Cove

By: _____
Andrea Gardner, City Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF CORYELL §

This instrument was acknowledged before me on this ____ day of _____, 20__ by Andrea Gardner City Manager of the City of Copperas Cove, a Texas Municipal Corporation, on behalf of said Municipal Corporation.

Notary Public, State of Texas

Meeting Date: 09/06/2011

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

SUBJECT

Consideration and action on authorizing the City Manager to enter into a Sewer Construction Agreement between the City of Copperas Cove and Mesa Verde Partners. **Wesley Wright, P.E., Division Head of Public Works/City Engineer**

BACKGROUND/HISTORY

The initial phase of the Mesa Verde residential development is not served by City sewer. In addition, City sewer is not readily available to serve the proposed Mesa Verde, Phase 2 residential development.

FINDINGS/CURRENT ACTIVITY

The attached agreement provides provisions that will allow the 48 lots of the proposed future Mesa Verde, Phase 2 residential development to connect to the City's sewer system. Any connections over the previously mentioned 48 lots will require separate consideration.

Under the terms of the agreement, Mesa Verde partners will be allowed to temporarily connect to an existing sanitary sewer line serving the Western Hills subdivision located north of FM 1113. The agreement also requires Mesa Verde partners to acquire all necessary easements and pay all construction costs associated with the connection.

City staff is working with our consultant to prepare a potential future Capital Improvement Plan project amendment that would provide sanitary sewer to the Mesa Verde - Bradford Oaks area. In addition, should the City construct a separate sewer line to serve the Mesa Verde - Bradford Oaks area, Mesa Verde Partners will be responsible/liable for construction costs associated with connecting to that new line.

ACTION OPTIONS/RECOMMENDATION

City staff recommends the City Council authorize the City Manager to enter into a Sewer Construction Agreement between the City of Copperas Cove and Mesa Verde Partners.

Fiscal Impact

FINANCIAL IMPACT:

None

Attachments

Sewer Construction Agreement
Exhibits A & B

STATE OF TEXAS §
 §
COUNTY OF CORYELL §

**SEWER CONSTRUCTION AGREEMENT BETWEEN THE CITY OF COPPERAS
COVE AND MESA VERDE PARTNERS**

This Sewer Construction Agreement (the "Agreement") is made and entered into as of the ____ day of _____, 2011 (the "Effective Date") by and between the **CITY OF COPPERAS COVE, TEXAS**, a Texas home rule city and municipal corporation (the "City"), and **MESA VERDE PARTNERS**, a _____, (the "Developer") The City and the Developer are sometimes referred to herein as the "Parties." The Parties agree as follows.

**I.
Declarations**

- 1.01. WHEREAS, the Developer owns that certain tract of land more particularly described in **Exhibit A** attached hereto and here incorporated for all purposes, herein referred to as the "Property";
- 1.02. WHEREAS, the Developer and the City have entered into a Development and Annexation Agreement for the development and annexation of the Property.
- 1.03. WHEREAS, the Developer currently desires access to City sewer services via a sewer line located near the Western Hills Subdivision, more particularly described in the attached **Exhibit B**, herein referred to as the "Western Hills Sewer Line";
- 1.04. WHEREAS, in the future, the City will consider amending the Capital Improvement Plan to provide for a new sanitary sewer line to ultimately be constructed to serve the Property, herein referred to as the "CIP Sewer Line";
- 1.05. WHEREAS, the City will benefit from this Agreement by virtue of the certainty that the Property will be sufficiently served with sewer services;
- 1.06. WHEREAS, the Developer will benefit from this Agreement by virtue of the fact that they will have increased sewer capacity to further develop the Property;
- 1.07. WHEREAS, the benefits to the Parties set forth in Sections 1.05 and 1.06 above, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.
- 1.08. It is the intent of the Parties under this agreement that the City shall not bear any costs associated with the Property being connected to either the Western Hills Sewer Line or the CIP Sewer Line.

II.
Commitments of the Developer

- 4.01. The Developer agrees and understands that Developer is limited to a total of 48 single family homes for connection to the existing Western Hills Sewer Line from the Property.
- 4.02. The Developer agrees and understands that the costs associated with connecting to the existing Western Hills Sewer Line, including but not limited to acquisition of easements and costs of construction, are the liability and obligation of the Developer.
- 4.03. The Developer agrees to connect to all lots within the Property to the new CIP Sewer Line once it has been constructed by the City.
- 4.04. The Developer agrees and understands that the costs associated with connecting to the CIP Sewer Line, including but not limited to acquisition of easements and costs of construction, are the liability and obligation of the Developer.
- 4.05. The Developer agrees and understands that no connections, other than the 48 single family homes addressed in Section 4.01, will be permitted to the Western Hills Sewer Line until a separate agreement is in place providing for the location, method, and funding of the connection of the 48 single family lots and any future additional lots to the CIP Sewer Line.

III.
Commitments of the City

- 5.01. The City agrees to allow Developer to connect 48 single family homes to the existing Western Hill Sewer Line.
- 5.02. The City agrees that, upon construction of the CIP Sewer Line that the Developer shall be entitled to connect to said sewer line as provided for herein.

IV.
Entire Agreement/Severability

- 11.01. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties with respect to its subject matter, and may not be amended except by a writing signed by all Parties and dated subsequent to the date hereof.
- 11.02. If any provision of this Agreement is found to be unenforceable by a court of law having jurisdiction over the Parties, the remainder of the Agreement shall remain in force, unless the elimination of the unenforceable provision substantially deprives one or both Parties of the benefits of this Agreement.

**V.
Effective Date**

- 12.01. This Agreement shall be effective as of the date stated in the opening paragraph, which shall be inserted upon the execution by both Parties and approval by the City Council.

**VI.
Recordation**

- 13.01. This Agreement or a memorandum of this Agreement acceptable to City and Developer shall be recorded in the Official Public Records of Coryell County.

**VII.
Law and Venue**

- 14.01. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas with venue located in Coryell County.

**VIII.
Cooperation and Third-Party Litigation**

- 16.01. The City and the Developer each agree to execute such further documents or instruments as may be necessary to evidence their agreements hereunder.
- 16.02. In the event of any third party lawsuit or other claim relating to the validity of this Agreement or any actions taken by the Parties hereunder, the Developer and the City agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution of their respective rights and obligations under this Agreement.

**IX.
Construction of Agreement**

- 17.01 All exhibits attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. Each of the Parties has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not be employed in interpreting this Agreement or its exhibits. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts, individually or taken together, bear the signatures of all of the Parties.

X.
Authorization

18.01. The City certifies, represents, and warrants that the execution of this Agreement has been duly authorized and that this Agreement has been approved in conformity with City ordinances and other applicable legal requirements. The Developer certifies, represents, and warrants that the execution of this Agreement is duly authorized in conformity with their authority.

EXECUTED in multiple originals and effective as of the ____ day of _____, 2011.

CITY OF COPPERAS COVE, TEXAS

By: _____
John Hull, Mayor

MESA VERDE PARTNERS

By: _____
Name: _____, Title

THE STATE OF TEXAS §
§
COUNTY OF CORYELL §

This instrument was acknowledged before me on the _____ day of _____, 2011, by John Hull, Mayor of **THE CITY OF COPPERAS COVE, TEXAS**, a Texas municipal corporation, on behalf of said city.

NOTARY PUBLIC, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF CORYELL §

This instrument was acknowledged before me on the _____ day of _____, 2011, by _____, _____ of Mesa Verde Partners.

NOTARY PUBLIC, State of Texas

DRAFT

EXHIBIT "A"

*****Plat of Mesa Verde, Phase 2**

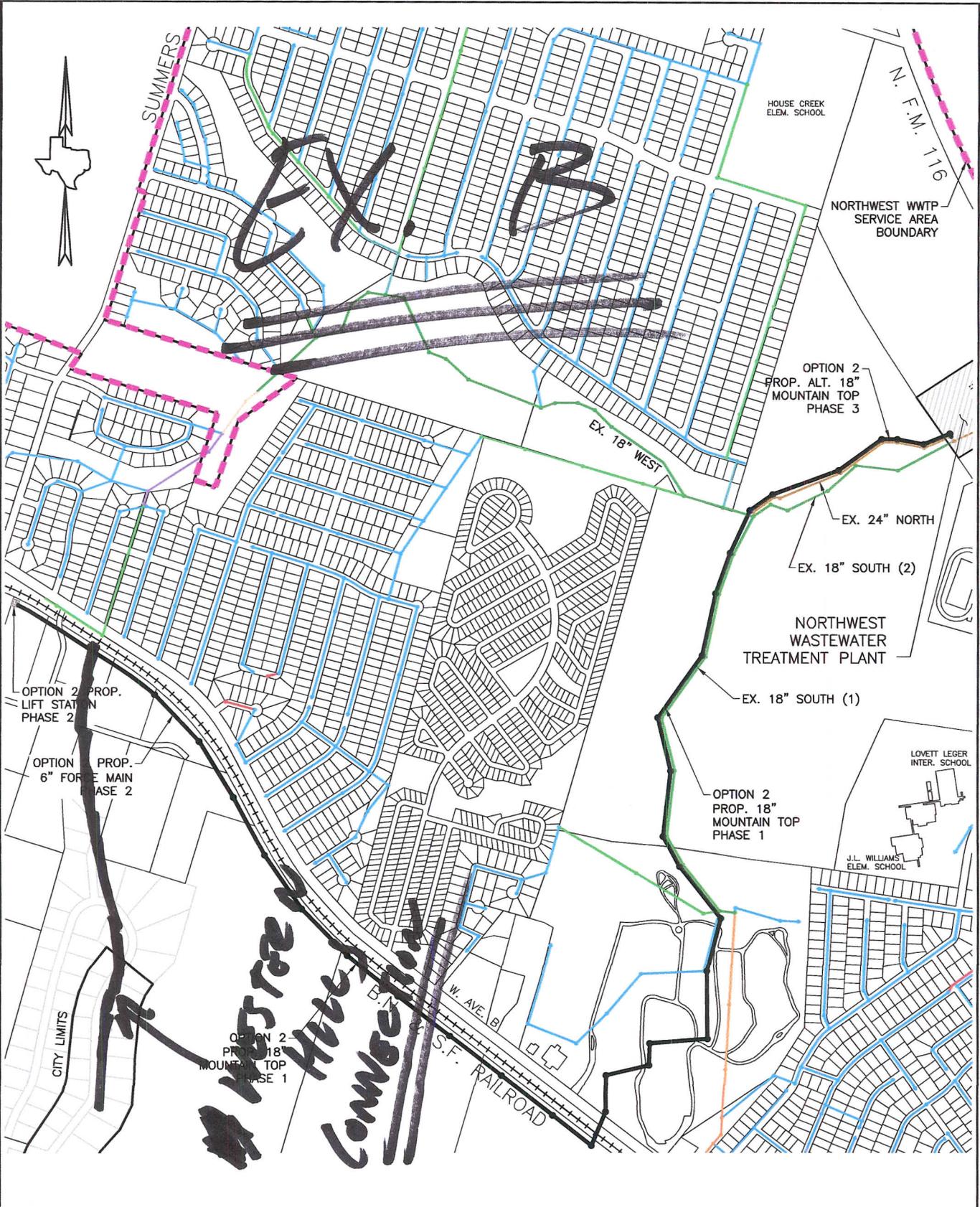
DRAFT

EXHIBIT "B"

*****need exhibit showing proposed Western Hills connection line coming from Mesa Verde**

DRAFT

FILE: P:\Projects\5019 (Copperas Cove)\96 - NW WWTW Service Area Capacity Study\CAD\Exhibits\OPTION2-PROP-IMP_8.5X11.dwg TAB: EXHIBIT-NORTH PLOTTED: 8/22/2011 9:27 AM BY: DAVID KNEUPER



SCALE: 1" = 1000'

RIVER CITY ENGINEERING
 Texas Registered Engineering Firm F-0001546
 CIVIL, ENVIRONMENTAL & CONSULTING

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

1011 V. COUNTY LINE ROAD, SUITE C
 NEW BRAUNFELS, TEXAS 78130
 PHONE-(830)-626-3588
 FAX-(830)-626-3601

CITY OF COPPERAS COVE
 NORTHWEST WASTEWATER TREATMENT
 PLANT SERVICE AREA CAPACITY STUDY

OPTION 2 PROPOSED IMPROVEMENTS
 EXHIBIT

City Council Regular

I. 10.

Meeting Date: 09/06/2011

Contact: Andrea Gardner, City Manager

SUBJECT

Consideration and action on authorizing the City Manager to execute a sales contract between the City of Copperas Cove and Mr. Troy Bradshaw for the purchase of land identified in the W.H. Davis Survey, A-276, and known as Hog Mountain (700 Block of Marilyn Drive). **Andrea M. Gardner, City Manager**

BACKGROUND/HISTORY

On April 21, 2011, the City Manager was contacted by Mr. Charles Ashby, Broker for Ashby Real Estate, notifying the City that Mr. Troy Bradshaw contracted with Ashby Real Estate to sell the land known as Hog Mountain. Mr. Ashby inquired as to the City's interest in purchasing the property listed. As such, the City Manager conferred with the City Council on May 3, 2011 in a closed session.

FINDINGS/CURRENT ACTIVITY

After months of negotiation, the City Council through the City Manager and Mr. Troy Bradshaw through Mr. Charles Ashby agreed on a purchase price for the land known as Hog Mountain in the amount of \$30,000.00 plus an amount not to exceed \$2,500.00 for closing costs and real estate fees.

The City currently has a water storage tank located on the site, thus the purchase of land will ensure the City continued access to the site. The City was granted access to the site by Mr. Troy Bradshaw in 1997 for maintenance required on the tank.

The sales contract attached has been reviewed by the City Manager and City Attorney.

ACTION OPTIONS/RECOMMENDATION

City staff recommends the City Council authorize the City Manager to execute a sales contract between the City of Copperas Cove and Mr. Troy Bradshaw for the purchase of land identified in the W.H. Davis Survey, A-276, and known as Hog Mountain.

Fiscal Impact

Funds available Y/N?: Y

FINANCIAL IMPACT:

On August 16, 2011, the City Council approved a reimbursement resolution to provide funding for the purchase of the land until the future issuance of 2011 Tax Notes is complete.

The total purchase price is \$30,000.00 and the total estimated closing costs and real estate fees are \$2,500.00; however, the City will only provide funding of the actual closing costs and real estate fees not to exceed \$2,500.00.

Attachments

Sales Contract

Bradshaw Letter

Reimbursement Resolution

Hog Mtn Map



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



FARM AND RANCH CONTRACT

1. PARTIES: The parties to this contract are Troy Bradshaw (Seller) and City of Copperas Cove (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. PROPERTY: The land, improvements, accessories and crops are collectively referred to as the "Property".

A. LAND: The land situated in the County of Corvell, Texas, described as follows: 276 WH Davis Hog Mountain PID# 102464

or as described on attached exhibit, also known as 700 BLK Marilyn Dr., Copperas Cove, TX 76522

(address/zip code), together with all rights, privileges, and appurtenances pertaining thereto, including but not limited to: water rights, claims, permits, strips and gores, easements, and cooperative or association memberships.

B. IMPROVEMENTS:

(1) FARM and RANCH IMPROVEMENTS: The following permanently installed and built-in items, if any: windmills, tanks, barns, pens, fences, gates, sheds, outbuildings, and corrals.

(2) RESIDENTIAL IMPROVEMENTS: The house, garage, and all other fixtures and improvements attached to the above-described real property, including without limitation, the following permanently installed and built-in items, if any: all equipment and appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antennas and satellite dish system and equipment, mounts and brackets for televisions and speakers, heating and air-conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softener system, kitchen equipment, garage door openers, cleaning equipment, shrubbery, landscaping, outdoor cooking equipment, and all other property owned by Seller and attached to the above described real property.

C. ACCESSORIES:

(1) FARM AND RANCH ACCESSORIES: The following described related accessories: (check boxes of conveyed accessories) [] portable buildings [] hunting blinds [] game feeders [] livestock feeders and troughs [] irrigation equipment [] fuel tanks [] submersible pumps [] pressure tanks [] corrals [] gates [] chutes [] other: N/A

(2) RESIDENTIAL ACCESSORIES: The following described related accessories, if any: window air conditioning units, stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods, door keys, mailbox keys, above ground pool, swimming pool equipment and maintenance accessories, artificial fireplace logs, and controls for: (i) satellite dish systems, (ii) garages, (iii) entry gates, and (iv) other improvements and accessories.

D. CROPS: Unless otherwise agreed in writing, Seller has the right to harvest all growing crops until delivery of possession of the Property.

E. EXCLUSIONS: The following improvements, accessories, and crops will be retained by Seller and must be removed prior to delivery of possession: None

F. RESERVATIONS: Any reservation for oil, gas, or other minerals is described on the attached TREC addendum. Seller reserves the following water, timber, or other interests: None

3. SALES PRICE:

A. Cash portion of Sales Price payable by Buyer at closing \$ 30,000.00

B. Sum of all financing described below (excluding any loan funding

fee or mortgage insurance premium) \$

C. Sales Price (Sum of A and B) \$ 30,000.00

D. The Sales Price [] will [x] will not be adjusted based on the survey required by Paragraph 6C. If the Sales Price is adjusted, the Sales Price will be calculated on the basis of \$ per acre. If the Sales Price is adjusted by more than 10%, either party may terminate this contract by providing written notice to the other party within days after the terminating party receives the survey. If neither party terminates this contract or if the variance is 10% or less, the adjustment will be made to the amount in [] 3A [] 3B [] proportionately to 3A and 3B.

4. FINANCING: The portion of Sales Price not payable in cash will be paid as follows: (Check applicable boxes below)

TAR 1701 Initialed for identification by Buyer and Seller T.B. TREC NO. 25-8

- A. **THIRD PARTY FINANCING:** One or more third party mortgage loans in the total amount of \$ _____ (excluding any loan funding fee or mortgage insurance premium).
 - (1) **Property Approval:** If the Property does not satisfy the lenders' underwriting requirements for the loan(s) (including, but not limited to appraisal, insurability and lender required repairs), Buyer may terminate this contract by giving notice to Seller prior to closing and the earnest money will be refunded to Buyer.
 - (2) **Credit Approval:** (Check one box only)
 - (a) This contract is subject to Buyer being approved for the financing described in the attached Third Party Financing Addendum for Credit Approval.
 - (b) This contract is not subject to Buyer being approved for financing and does not involve FHA or VA financing.
- B. **ASSUMPTION:** The assumption of the unpaid principal balance of one or more promissory notes described in the attached TREC Loan Assumption Addendum.
- C. **SELLER FINANCING:** A promissory note from Buyer to Seller of \$ _____, secured by vendor's and deed of trust liens, and containing the terms and conditions described in the attached TREC Seller Financing Addendum. If an owner policy of title insurance is furnished, Buyer shall furnish Seller with a mortgagee policy of title insurance.

5. **EARNEST MONEY:** Upon execution of this contract by all parties, Buyer shall deposit \$ 0 as earnest money with Land Exchange Abstract & Title as escrow agent, at 401 South Main St. Copperas Cove, TX 76522 (address). Buyer shall deposit additional earnest money of \$ N/A with escrow agent within _____ days after the effective date of this contract. If Buyer fails to deposit the earnest money as required by this contract, Buyer will be in default.

6. **TITLE POLICY AND SURVEY:**

- A. **TITLE POLICY:** Seller shall furnish to Buyer at Seller's Buyer's expense an owner policy of title insurance (Title Policy) issued by: _____ (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
 - (1) The standard printed exception for standby fees, taxes and assessments.
 - (2) Liens created as part of the financing described in Paragraph 4.
 - (3) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
 - (4) The standard printed exception as to marital rights.
 - (5) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
 - (6) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements. Buyer, at Buyer's expense, may have the exception amended to read, "shortages in area".
- B. **COMMITMENT:** Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or the Closing Date, whichever is earlier.
- C. **SURVEY:** The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only):
 - (1) Within 7 days after the effective date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). **If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date.** The existing survey will will not be recertified to a date subsequent to the effective date of this contract at the expense of Buyer Seller. If the existing survey is not approved by the Title Company or Buyer's lender (s), a new survey will be obtained at the expense of Buyer Seller no later than 3 days prior to Closing Date.
 - (2) Within _____ days after the effective date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.
 - (3) Within _____ days after the effective date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.
 - (4) No survey is required.
- D. **OBJECTIONS:** Buyer may object in writing to (i) defects, exceptions, or encumbrances to title disclosed on the survey other than items 6A(1) through (5) above; or disclosed in the Commitment other than items 6A(1) through (6) above; (ii) any portion of the Property

lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity:

Buyer must object the earlier of (i) the Closing Date or (ii) _____ days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure the timely objections of Buyer or any third party lender within 15 days after Seller receives the objections and the Closing Date will be extended as necessary. If objections are not cured within such 15 day period, this contract will terminate and the earnest money will be refunded to Buyer unless Buyer waives the objections.

E. EXCEPTION DOCUMENTS: Prior to the execution of the contract, Seller has provided Buyer with copies of the Exception Documents listed below or on the attached exhibit. Matters reflected in the Exception Documents listed below or on the attached exhibit will be permitted exceptions in the Title Policy and will not be a basis for objection to title:

| <u>Document</u> | <u>Date</u> | <u>Recording Reference</u> |
|-----------------|-------------|----------------------------|
| <u>N/A</u> | | |
| | | |
| | | |
| | | |
| | | |

F. SURFACE LEASES: Prior to the execution of the contract, Seller has provided Buyer with copies of written leases and given notice of oral leases (Leases) listed below or on the attached exhibit. The following Leases will be permitted exceptions in the Title Policy and will not be a basis for objection to title: None

G. TITLE NOTICES:

- (1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
- (2) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (3) TIDE WATERS: If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (4) ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (5) PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER: Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to

determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.

- (6) **PUBLIC IMPROVEMENT DISTRICTS:** If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.
- (7) **TEXAS AGRICULTURAL DEVELOPMENT DISTRICT:** The Property is is not located in a Texas Agricultural Development District. For additional information contact the Texas Department of Agriculture.

7. PROPERTY CONDITION:

A. **ACCESS, INSPECTIONS AND UTILITIES:** Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall turn on existing utilities for inspections.

NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

B. **SELLER'S DISCLOSURE NOTICE PURSUANT TO §5.008, TEXAS PROPERTY CODE (Notice):**

(Check one box only)

- (1) Buyer has received the Notice
- (2) Buyer has not received the Notice. Within _____ days after the effective date of this contract, Seller shall deliver the Notice to Buyer. If Buyer does not receive the Notice, Buyer may terminate this contract at any time prior to the closing and the earnest money will be refunded to Buyer. If Seller delivers the Notice, Buyer may terminate this contract for any reason within 7 days after Buyer receives the Notice or prior to the closing, whichever first occurs, and the earnest money will be refunded to Buyer.
- (3) The Texas Property Code does not require this Seller to furnish the Notice.

C. **SELLER'S DISCLOSURE OF LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS** is required by Federal law for a residential dwelling constructed prior to 1978.

D. **ACCEPTANCE OF PROPERTY CONDITION:** (Check one box only)

- (1) Buyer accepts the Property in its present condition.
- (2) Buyer accepts the Property in its present condition provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____

_____. (Do not insert general phrases, such as "subject to inspections," that do not identify specific repairs.)

NOTICE TO BUYER AND SELLER: Buyer's agreement to accept the Property in its present condition under Paragraph 7D(1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

E. **COMPLETION OF REPAIRS:** Unless otherwise agreed in writing, Seller shall complete all agreed repairs prior to the Closing Date. All required permits must be obtained, and repairs must be performed by persons who are licensed or otherwise permitted by law to provide such repairs. At Buyer's election, any transferable warranties received by Seller with respect to the repairs will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs prior to the Closing Date, Buyer may do so and receive reimbursement from Seller at closing. The Closing Date will be extended up to 15 days, if necessary, to complete repairs.

F. **LENDER REQUIRED REPAIRS AND TREATMENTS:** Unless otherwise agreed in writing, neither party is obligated to pay for lender required repairs, which includes treatment for wood destroying insects. If the parties do not agree to pay for the lender required repairs or treatments, this contract will terminate and the earnest money will be refunded to Buyer. If the cost of lender required repairs and treatments exceeds 5% of the Sales Price, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

G. **ENVIRONMENTAL MATTERS:** Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

H. **SELLER'S DISCLOSURES:** Except as otherwise disclosed in this contract, Seller has no knowledge of the following:

- (1) any flooding of the Property which has had a material adverse effect on the use of the Property;

- (2) any pending or threatened litigation, condemnation, or special assessment affecting the Property;
- (3) any environmental hazards or conditions materially affecting the Property;
- (4) any dumpsite, landfill, or underground tanks or containers now or previously located on the Property;
- (5) any wetlands, as defined by federal or state law or regulation, affecting the Property; or
- (6) any threatened or endangered species or their habitat affecting the Property.

I. **RESIDENTIAL SERVICE CONTRACTS:** Buyer may purchase a residential service contract from a residential service company licensed by TREC. If Buyer purchases a residential service contract, Seller shall reimburse Buyer at closing for the cost of the residential service contract in an amount not exceeding \$ N/A. Buyer should review any residential service contract for the scope of coverage, exclusions and limitations. **The purchase of a residential service contract is optional. Similar coverage may be purchased from various companies authorized to do business in Texas.**

J. **GOVERNMENT PROGRAMS:** The Property is subject to the government programs listed below or on the attached exhibit: N/A. Seller shall provide Buyer with copies of all governmental program agreements. Any allocation or proration of payment under governmental programs is made by separate agreement between the parties which will survive closing.

8. **BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. **CLOSING:**

A. The closing of the sale will be on or before August 19, 2011, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing:

- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6, an assignment of Leases, and furnish tax statements or certificates showing no delinquent taxes on the Property.
- (2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.
- (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
- (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.
- (5) If the Property is subject to a lease, Seller shall (i) deliver to Buyer the lease(s) and the move-in condition form signed by the tenant, if any, and (ii) transfer security deposits (as defined under §92.102, Property Code), if any, to Buyer. In such an event, Buyer shall deliver to the tenant a signed statement acknowledging that the Buyer has received the security deposit and is responsible for the return of the security deposit, and specifying the exact dollar amount of the security deposit.

10. **POSSESSION:** Seller shall deliver to Buyer possession of the Property in its present or required condition, ordinary wear and tear excepted: upon closing and funding according to a temporary residential lease form promulgated by TREC or other written lease required by the parties. Any possession by Buyer prior to closing or by Seller after closing which is not authorized by a written lease will establish a tenancy at sufferance relationship between the parties. **Consult your insurance agent prior to change of ownership and possession because insurance coverage may be limited or terminated. The absence of a written lease or appropriate insurance coverage may expose the parties to economic loss.**

11. **SPECIAL PROVISIONS:** (Insert only factual statements and business details applicable to the sale. TREC rules prohibit licensees from adding factual statements or business details for which a contract addendum or other form has been promulgated by TREC for mandatory use.)

Buyer agrees to pay all Closing Costs, including commissions, up to a maximum of \$2500.

12. SETTLEMENT AND OTHER EXPENSES:

A. The following expenses must be paid at or prior to closing:

(1) Expenses payable by Seller (Seller's Expenses):

(a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.

(b) Seller shall also pay an amount not to exceed \$ N/A to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.

(2) Expenses payable by Buyer (Buyer's Expenses) Appraisal fees; loan application fees; adjusted origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan, Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.

B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

A. PRORATIONS: Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year. Rentals which are unknown at time of closing will be prorated between Buyer and Seller when they become known.

B. ROLLBACK TAXES: If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Seller's change in use of the Property prior to closing or denial of a special use valuation on the Property claimed by Seller results in Assessments for periods prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

14. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other casualty after the effective date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer, (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

15. DEFAULT: If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If, due to factors beyond Seller's control, Seller fails within the time allowed to make any non-casualty repairs or deliver the Commitment, or survey, if required of Seller, Buyer may (a) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (b) terminate this contract as the sole remedy and receive the earnest money. If Seller fails to comply with this contract for any other reason, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

16. MEDIATION: It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will will not be submitted to a mutually acceptable mediation service or provider. The parties to the mediation

shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

17. **ATTORNEY'S FEES:** A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

18. **ESCROW:**

A. **ESCROW:** The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent.

B. **EXPENSES:** At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow agent may: (i) require a written release of liability of the escrow agent from all parties, (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deduct from the earnest money the amount of unpaid expenses incurred on behalf of the party receiving the earnest money.

C. **DEMAND:** Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursement of the earnest money.

D. **DAMAGES:** Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for liquidated damages in an amount equal to the sum of: (i) three times the amount of the earnest money; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.

E. **NOTICES:** Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.

19. **REPRESENTATIONS:** All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.

20. **FEDERAL TAX REQUIREMENTS:** If Seller is a "foreign person," as defined by applicable law, or if Seller fails to deliver an affidavit to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

21. **NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile or electronic transmission as follows:

To Buyer at:

City of Copperas Cove attn: Andrea
507 S. Main St PO Box 1449
Copperas Cove, TX 76522
Telephone: (254) 547-4221
Facsimile: (254) 547-5116
E-mail: _____

To Seller at:

Troy Bradshaw
PO BOX 488
Salado, TX 76571
Telephone: (254) 289-0241
Facsimile: _____
E-mail: jarrelltowncenterltd@gmail.com

22. **AGREEMENT OF PARTIES:** This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- | | |
|---|--|
| <input type="checkbox"/> Third Party Financing Addendum for Credit Approval | <input type="checkbox"/> Addendum for "Back-Up" Contract |
| <input type="checkbox"/> Seller Financing Addendum | <input type="checkbox"/> Addendum for Coastal Area Property |
| <input type="checkbox"/> Addendum for Property Subject to Mandatory Membership in a Property Owners Association | <input type="checkbox"/> Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum |
| <input type="checkbox"/> Buyer's Temporary Residential Lease | <input type="checkbox"/> Seller's Temporary Residential Lease |
| <input type="checkbox"/> Loan Assumption Addendum | <input type="checkbox"/> Short Sale Addendum |
| <input type="checkbox"/> Addendum for Sale of Other Property by Buyer | <input type="checkbox"/> Addendum for Property Located Seaward of the Gulf Intracoastal Waterway |
| <input type="checkbox"/> Addendum for Reservation of Oil, Gas and Other Minerals | <input type="checkbox"/> Addendum for Seller's Disclosure of Information on Lead-based Paint and Lead-based Paint Hazards as Required by Federal Law |
- Other (list): _____

23. **TERMINATION OPTION:** For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Buyer's agreement to pay Seller \$ N/A (Option Fee) within 2 days after the effective date of this contract, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within _____ days after the effective date of this contract (Option Period). If no dollar amount is stated as the Option Fee or if Buyer fails to pay the Option Fee to Seller within the time prescribed, this paragraph will not be a part of this contract and Buyer shall not have the unrestricted right to terminate this contract. If Buyer gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Buyer. The Option Fee will will not be credited to the Sales Price at closing. **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

24. **CONSULT AN ATTORNEY:** TREC rules prohibit real estate licensees from giving legal advice. **READ THIS CONTRACT CAREFULLY.** If you do not understand the effect of this contract, consult an attorney BEFORE signing.

Buyer's Attorney is: _____

Seller's Attorney is: _____

Telephone: _____

Telephone: _____

Facsimile: _____

Facsimile: _____

E-mail: _____

E-mail: _____

**EXECUTED the _____ day of _____, _____ (EFFECTIVE DATE).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)**

Buyer City of Copperas Cove

Charles Ashley for Troy Bradshaw
Seller Troy Bradshaw

Buyer

Seller

The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 459-6544 (<http://www.trec.state.tx.us>) TREC NO. 25-7. This form replaces TREC NO. 25-6.

RATIFICATION OF FEE

Listing Broker has agreed to pay Other Broker N/A of the total Sales Price when Listing Broker's fee is received. Escrow Agent is authorized and directed to pay Other Broker from Listing Broker's fee at closing.

Other Broker: _____ Listing Broker: _____
 By: _____ By: _____

BROKER INFORMATION AND AGREEMENT FOR PAYMENT OF BROKERS' FEES

| | | | |
|----------------------------------|-------------|----------------------------|-----------------------|
| Other Broker | License No. | <u>Ashby Real Estate</u> | <u>0495193</u> |
| Licensed Supervisor of Associate | Telephone | <u>Charles Ashby</u> | <u>(512) 746-2200</u> |
| Associate | | <u>Charles Ashby</u> | |
| Address | | <u>PO Box 617</u> | |
| City | State | Zip | |
| Telephone | Facsimile | | |
| E-mail | | <u>Charles@AshbyRE.com</u> | |

represents Buyer only as Buyer's agent Seller as Listing Broker's subagent
 represents Seller only Buyer only Seller and Buyer as an intermediary

Upon closing of the sale by Seller to Buyer of the Property described in the contract to which this fee agreement is attached: (a) Seller Buyer will pay Listing/Principal Broker a cash fee of \$ _____ or 6.000 % of the total Sales Price; and (b) Seller Buyer will pay Other Broker a cash fee of \$ _____ or _____ % of the total Sales Price. Seller/Buyer authorizes and directs Escrow Agent to pay the brokers from the proceeds at closing.

Brokers' fees are negotiable. Brokers' fees or the sharing of fees between brokers are not fixed, controlled, recommended, suggested or maintained by the Texas Real Estate Commission.

Charles Ashby for Troy Bradshaw
 Seller Troy Bradshaw Buyer City of Copperas Cove

Seller _____ Buyer _____

Do not sign if there is a separate written agreement for payment of Brokers' fees.

OPTION FEE RECEIPT

Receipt of \$ _____ (Option Fee) in the form of _____ is acknowledged.

Seller or Listing Broker _____ Date _____

CONTRACT AND EARNEST MONEY RECEIPT

Receipt of Contract and \$ _____ Earnest Money in the form of _____ is acknowledged.

Escrow Agent: _____ Date: _____

By: _____ Email Address _____

401 N. Main St.
 Address Copperas Cove TX 76522
 City State Zip Telephone: _____ Facsimile: _____

Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

Information About Brokerage Services

Before working with a real estate broker, you should know that the duties of a broker depend on whom the broker represents. If you are a prospective seller or landlord (owner) or a prospective buyer or tenant (buyer), you should know that the broker who lists the property for sale or lease is the owner's agent. A broker who acts as a subagent represents the owner in cooperation with the listing broker. A broker who acts as a buyer's agent represents the buyer. A broker may act as an intermediary between the parties if the parties consent in writing. A broker can assist you in locating a property, preparing a contract or lease, or obtaining financing without representing you. A broker is obligated by law to treat you honestly.

IF THE BROKER REPRESENTS THE OWNER:

The broker becomes the owner's agent by entering into an agreement with the owner, usually through a written - listing agreement, or by agreeing to act as a subagent by accepting an offer of subagency from the listing broker. A subagent may work in a different real estate office. A listing broker or subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first. The buyer should not tell the owner's agent anything the buyer would not want the owner to know because an owner's agent must disclose to the owner any material information known to the agent.

IF THE BROKER REPRESENTS THE BUYER:

The broker becomes the buyer's agent by entering into an agreement to represent the buyer, usually through a written buyer representation agreement. A buyer's agent can assist the owner but does not represent the owner and must place the interests of the buyer first. The owner should not tell a buyer's agent anything the owner would not want the buyer to know because a buyer's agent must disclose to the buyer any material information known to the agent.

IF THE BROKER ACTS AS AN INTERMEDIARY:

A broker may act as an intermediary between the parties if the broker complies with The Texas Real Estate License

Act. The broker must obtain the written consent of each party to the transaction to act as an intermediary. The written consent must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. The broker is required to treat each party honestly and fairly and to comply with The Texas Real Estate License Act. A broker who acts as an intermediary in a transaction:

- (1) shall treat all parties honestly;
- (2) may not disclose that the owner will accept a price less than the asking price unless authorized in writing to do so by the owner;
- (3) may not disclose that the buyer will pay a price greater than the price submitted in a written offer unless authorized in writing to do so by the buyer; and
- (4) may not disclose any confidential information or any information that a party specifically instructs the broker in writing not to disclose unless authorized in writing to disclose the information or required to do so by The Texas Real Estate License Act or a court order or if the information materially relates to the condition of the property.

With the parties' consent, a broker acting as an intermediary between the parties may appoint a person who is licensed under The Texas Real Estate License Act and associated with the broker to communicate with and carry out instructions of one party and another person who is licensed under that Act and associated with the broker to communicate with and carry out instructions of the other party.

If you choose to have a broker represent you,

you should enter into a written agreement with the broker that clearly establishes the broker's obligations and your obligations. The agreement should state how and by whom the broker will be paid. You have the right to choose the type of representation, if any, you wish to receive. Your payment of a fee to a broker does not necessarily establish that the broker represents you. If you have any questions regarding the duties and responsibilities of the broker, you should resolve those questions before proceeding.

Real estate licensee asks that you acknowledge receipt of this information about brokerage services for the licensee's records.

X

Buyer, Seller, Landlord or Tenant

Date

Texas Real Estate Brokers and Salespersons are licensed and regulated by the Texas Real Estate Commission (TREC). If you have a question or complaint regarding a real estate licensee, you should contact TREC at P.O. Box 12188, Austin, Texas 78711-2188 or 512-465-3960.



01A

TREC No. OP-K

(TAR-2501) 1/1/96

Page 1 of 1

Ashby Real Estate PO Box 617 Jarrell, TX 76537

Phone: 512.746.2200

Fax: 512.746.2223

Charles Ashby

Produced with ZipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026

www.ziplogix.com

Untitled

File/Hog Mt.

TJ Bradshaw Construction Co., Ltd.

Troy Bradshaw, President
P.O. Box 1953
Belton, TX 76513
(817)933-0733

24 Feb 97

City of Copperas Cove
Public Works
Attn: Dan McIntire

Re: Hog Mountain

Dear Mr. McIntire,

Concerning our conversation Feb. 20, we talked about the city erecting a gate at the base of Hog Mountain. This letter is giving the City of Copperas Cove permission to build a gate on my property to keep trespassers who do not belong from driving up the road.

As long as the city maintains the gate and the road and provides me with a key, I will be satisfied.

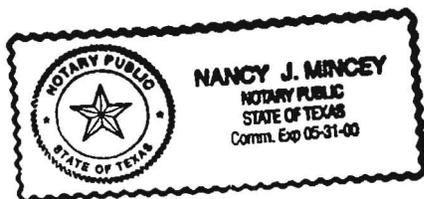
In the event that I may wish to develop or sell or for any other reason, I reserve the right, to change this agreement.

If you have any questions regarding this letter, please do not hesitate to contact me at (817)933-0733 or (817)289-0241.

Thank you,



Troy Bradshaw, President
TJ Bradshaw Co., Ltd.



Nancy J. Mincey

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.

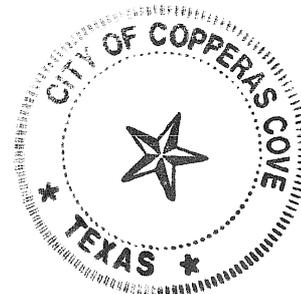


John Hull, Mayor

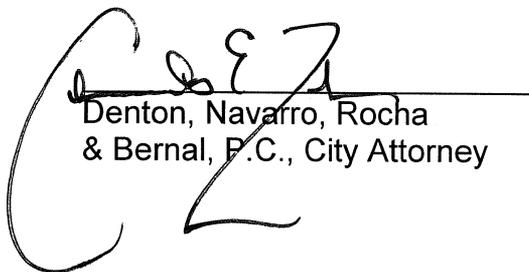
ATTEST:



Jane Lees, City Secretary



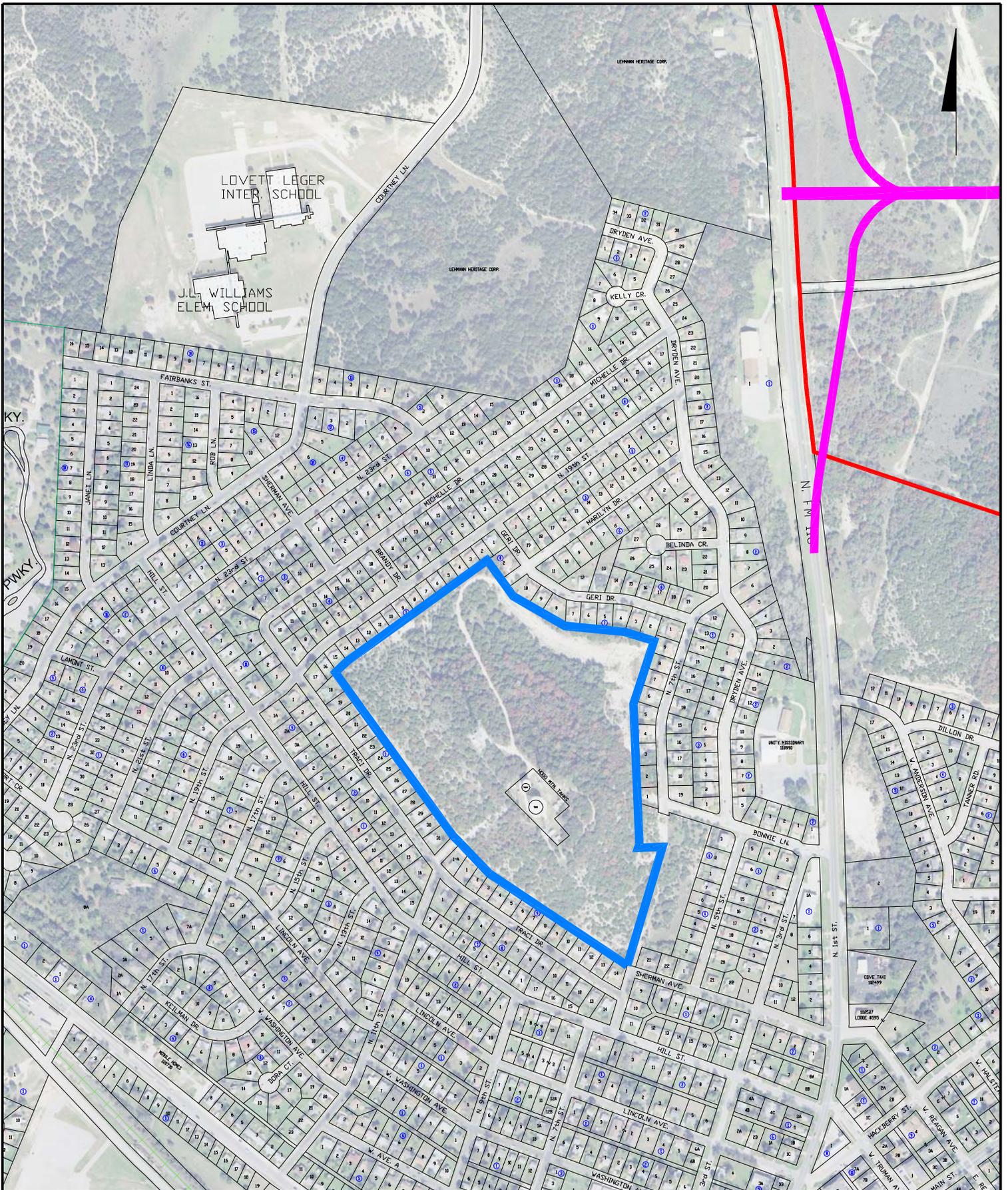
APPROVED AS TO FORM:



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> |



HOGG MOUNTAIN BOUNDARY AREA

AERIAL - VICINITY MAP

CITY OF COPPERAS COVE

 507 SOUTH MAIN STREET
 COPPERAS COVE, TX 76522
 PH: (254) 547-4221
 FAX: (254) 547-4301

DATE: August 30, 2011
 REVISION:
 SCALE: 1" = 600'
 DESIGNED BY: City of Copperas Cove
 DRAWING FILE: Hogg Mtn Area.pdf
 SHEET: 1 of 1

SUBJECT

Certification of petition for the adoption of the fire fighters' and police officers' civil service law for the Copperas Cove Fire Department. **Jane Lees, City Secretary**

BACKGROUND/HISTORY

On August 1, 2011, a petition for the adoption of the fire fighters' and police officers' civil service law for the Copperas Cove Fire Department was filed with the City Secretary.

The City Charter states in Sec. 3.09. Filing, examination and certification of petition:

Within twenty (20) business days after an initiative, referendum or recall petition is filed, the city secretary shall determine whether such petition is signed by a sufficient number of qualified voters and has proper affidavit(s). After completing examination of the petition, the city secretary shall certify the results to the city council at its next regular meeting. If such petition is insufficient, the city secretary shall set forth in a certificate the particulars in which it is insufficient, and an additional ten (10) days shall be allowed in which to file an amendment or supplement which will correct the deficiency. No petition, once amended, may be amended again.

Local Government Code, Sec. 143.004 (b) states the following:

If the governing body of the municipality receives a petition requesting an election that is signed by a number of qualified voters of the municipality equal to at least 10 percent of the number of voters who voted in the most recent municipal election, the governing body shall order an election submitting to the voters the questions of whether this chapter should be adopted. The election must be held on the first authorized uniform election date prescribed by Chapter 41, Election Code, that occurs after the petition is filed and that allows sufficient time to comply with other requirements of law.

FINDINGS/CURRENT ACTIVITY

The five circulators of the petition signed an affidavit of petitioners committee and were all verified as being registered voters in the City of Copperas Cove. Each circulator of the petition signed an affidavit that he/she personally circulated the petition pages, that that each signature is the genuine signature of the person as is written, and that no signatures were placed on the petition pages more than 45 days prior to the filing of the petition.

The number of voters who voted in the most recent municipal election, which was May 14, 2011, was 700. The petition required a minimum 10 percent, or 70 valid signatures to be sufficient. The petition submitted contained 103 valid signatures.

The review of signatures was checked against the current voter list and included the following:

1. Signature
2. Signer's printed name
3. Signer's date of birth or voter registration number
4. Signer's county of residence (required if the territory from which signatures must be obtained is situated in more than one county)
5. Signer's residence address
6. Date of signing

The Petitioners Committee have been mailed individual notification letters, dated August 29, 2011, stating the results of the verification process of the petition.

Copies attached to this agenda item include:

1. Petition submitted (65 pages)
2. Verification Summary by City Secretary
3. Verification letter to Petitioners Committee
4. Affidavit signed by Jane Lees, City Secretary, certifying the petition as valid

ACTION OPTIONS/RECOMMENDATION

City staff recommends Council accept the certification of the petition, which fulfills the City Secretary's duty to "certify the results to the city council at its next regular meeting," per City Charter, Sec. 3.09.

Attachments

Certification by City Secretary

Petition - 65 pages

Summary

Letter

STATE OF TEXAS
COUNTY OF CORYELL
CITY OF COPPERAS COVE

AFFIDAVIT

I, Jane Lees, City Secretary for the City of Copperas Cove, Texas, make this affidavit and hereby on oath state the following:

1. Duties as City Secretary include examining and certifying the results of petitions to the City Council that are submitted to the City as required by Sec. 3.09 of the City Charter.
2. The petition submitted on August 1, 2011 was examined according to the requirements of a petition as stated in Chapter 277 of the Texas Election Code.
3. After reviewing the petition, which seeks a proposition be submitted to the voters of the City of Copperas Cove at a special election to adopt the fire fighters' and police officers' civil service law for the Copperas Cove Fire Department, the petition is hereby certified as sufficient and contains 103 valid signatures.
4. All files pertaining to the process for verification of the above-mentioned petition are filed in the City Secretary's Office, City of Copperas Cove, Texas.

Signed this 30th day of August 2011.



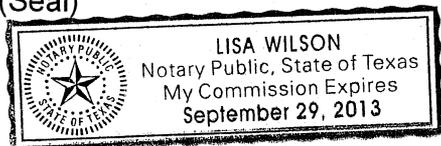
Signature of Affiant

Affiant: Jane Lees

BEFORE ME, the undersigned authority, on this day personally appeared Jane Lees, City Secretary, City of Copperas Cove, known to me to be the person whose name is subscribed to the foregoing instrument and being by me first duly sworn, upon oath declared that the facts herein stated are true and correct.

SWORN TO AND SUBSCRIBED BEFORE ME on this 30th day of August 2011.

(Seal)



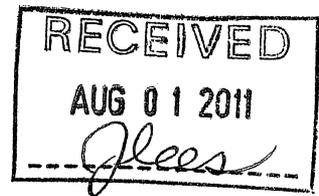


Notary Public in and for the
State of Texas

My commission expires:

9-29-13

STATE OF TEXAS)
)
COUNTY OF CORYELL)



Affidavit of Petitioners Committee

The below-listed qualified voters of the City of Copperas Cove seek to have the following proposition submitted to a vote of the people of the City of Copperas Cove, at a special election to be held in accordance with Texas Local Government Code, Chapter 143, the Texas Election Code, and the Copperas Cove City Charter.

The proposition to read as follows:

FOR Adoption of the fire fighters' and police officers' civil service law for the Copperas Cove Fire Department.

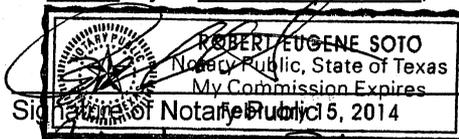
AGAINST Adoption of the fire fighters' and police officers' civil service law for the Copperas Cove Fire Department.

| <u>Names</u> | <u>Addresses</u> |
|---------------------------------|---|
| 1. <u>Ronnie Duane Cummings</u> | <u>1222 Ritter St Copperas Cove TX 76522</u> |
| 2. <u>Steven D Wright</u> | <u>1201 Collins ^{St.} Ave Copperas Cove TX 76522</u> |
| 3. <u>Pamela R. Baker</u> | <u>1201 Virginia Ave Copperas Cove TX 76522</u> |
| 4. <u>James Doyle Stockman</u> | <u>1201 Virginia Ave. CC. TX. 76522</u> |
| 5. <u>Edith S. Freyer</u> | <u>710 Ash St CC TX 76522</u> |

By our signatures below, we swear and attest that we will be responsible for the circulating the attached petition and filing it in proper form.

Ronnie Duane Cummings
Steven D Wright
Pamela R Baker
James Doyle Stockman
Edith S Freyer

Sworn and subscribed to before me on this 30 day of July, 2011.



Robert E. Soto
Printed Name
2/15/2014
My Commission Expires

AUG 01 2011
Glees

STATE OF TEXAS §
COUNTY OF CORYELL §

PETITION

TO: Mayor and City Council, City of Copperas Cove, Texas.

We, the undersigned duly qualified voters of the City of Copperas Cove, Coryell County, State of Texas, present this petition to the Mayor and the City Council of Copperas Cove, Texas, and respectfully request the following proposition be submitted forthwith to a vote of the people of the City of Copperas Cove, at a special election to be held in accordance with Texas Local Government Code, Chapter 143, the Texas Election Code, and the Copperas Cove City Charter.

The proposition to read as follows:

FOR Adoption of the fire fighters' and police officers' civil service law for the Copperas Cove Fire Department.

AGAINST Adoption of the fire fighters' and police officers' civil service law for the Copperas Cove Fire Department.

Each of the undersigned states that he/she personally signed this petition; that he/she has not signed any other petition of the same measure; that he/she is a qualified voter of the City of Copperas Cove, Texas; that his/her place of residence in said City and State including street and number is correctly written after his/her name; that he/she has read the said petition and understands the same, which petition is part hereof.

1. DRD
Signature
166 Campfire Cvr
Street Address
COPPERAS COVE, CORYELL TX 76522
City, County, State
254-535-0716
Telephone Number

Darrin Keith Palmer ✓
Printed Name
5-26-77
Date of Birth
1057911704
Voter's Registration Number
7-30-11
Date

2. James Doyle Stockman
Signature
1201 Virginia Ave.
Street Address Coryell
Copperas Cove, TX
City, County, State
254-238-7960
Telephone Number

James Doyle Stockman ✓
Printed Name
14 Oct 54
Date of Birth
1057667967
Voter's Registration Number
30 July 2011
Date

3. Robert F. Freyer
Signature
710 Ash St.
Street Address
Copperas Cove, Coryell TX
City, County, State
254-577-5199
Telephone Number

Robert F. Freyer ✓
Printed Name
26 Nov 1946
Date of Birth
1017415244
Voter's Registration Number
7-30-2011
Date

4. Edith S. Freyer
Signature
710 Ash St
Street Address
Copperas Cove, TX Coryell
City, County, State
254-577-5199
Telephone Number

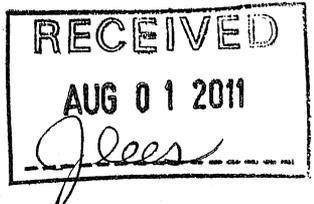
Edith S. Freyer ✓
Printed Name
20 Jul ~~2011~~ 1946
Date of Birth
1060044129
Voter's Registration Number
7-30-2011
Date

5. Conrad Matthew Huckaby
Signature
2109 Beppert Ave
Street Address
Copperas Cove, TX
City, County, State
254-542-8701
Telephone Number

Conrad Matthew Huckaby ✓
Printed Name
15-44
Date of Birth
1057660965
Voter's Registration Number
7-30-11
Date

Copperas Cove

(Conrad Huckaby) 2



6.

[Signature]
 Signature
2403 Joseph Dr
 Street Address
Copperas Cove Coryell TX
 City, County, State
254-290-5183
 Telephone Number

Michael J. Sadler
 Printed Name ✓
6-16-68
 Date of Birth
1057965715
 Voter's Registration Number
7-30-2011
 Date

7.

[Signature]
 Signature
2307 Phyllis Dr
 Street Address
Copperas Cove Coryell TX
 City, County, State
254-258-5380
 Telephone Number

Alana Mainville
 Printed Name ✓
5-22-80
 Date of Birth
1057940005
 Voter's Registration Number
7-30-11
 Date

8.

[Signature]
 Signature
1001 Curry Ave
 Street Address
Copperas Cove, Coryell, TX
 City, County, State
254.813-7484
 Telephone Number

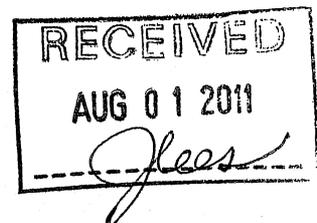
Rochelle D. Miller
 Printed Name ✓
04-21-71
 Date of Birth
1021926298
 Voter's Registration Number
7-30-2011
 Date

9.

[Signature]
 Signature
1909 Terry
 Street Address
Copperas Cove Coryell TX
 City, County, State
254) 270-1880
 Telephone Number

REBECCA BRAND
 Printed Name ✓
6/18/1977
 Date of Birth
1166737109
 Voter's Registration Number
7/30/2011
 Date

(104 Loma)



10. Dianna P. Helgren
Signature
1201 Virginia Ave
Street Address
Copperas Cove, Texas
City, County, State
(254) 238-7960
Telephone Number

Dianna P. Helgren ✓
Printed Name
Feb. 24, 1968
Date of Birth
1152312591
Voter's Registration Number
July 30, 2011
Date

11. Cathy L. Stockman
Signature
1201 Virginia Ave
Street Address
Copperas Cove, TX
City, County, State
(254) 289-7960
Telephone Number

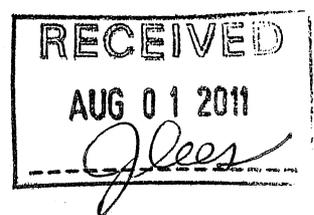
Cathy L. Stockman
Printed Name
June 18, 1951
Date of Birth
1057839263
Voter's Registration Number
July 30, 2011
Date
County NOT stated

12. Marion Barnett
Signature
1912 SCOTT DR
Street Address
Copperas Cove, Coryell, TX
City, County, State
(254) 518-3030
Telephone Number

MARION BARNETT
Printed Name
12/23/67
Date of Birth
?
Voter's Registration Number
JULY 30, 2011
Date
NOT ON VOTER LIST

13. Kimberly Jo Fletcher
Signature
2114 Circle Dr
Street Address
Copperas Cove, Coryell, Texas
City, County, State
254-238-3555
Telephone Number

Kimberly Jo Fletcher ✓
Printed Name
9-12-72
Date of Birth
1057783254
Voter's Registration Number
July 30, 2011
Date



NOT ON VOTER LIST

14.

David Lee Fletcher Jr
Signature
2114 Cindy Dr
Street Address
Copperas Cove Coryell Texas
City, County, State
254-238-2133
Telephone Number

David Lee Fletcher Jr
Printed Name
2-1-78
Date of Birth
7-30-2011
Voter's Registration Number
Date

15.

Kurtis S Baker
Signature
1101 Lincoln Ave
Street Address
Copperas Cove Coryell TX
City, County, State
(254) 245-3937
Telephone Number

Kurtis S Baker
Printed Name
11/20/85
Date of Birth
1057914494
Voter's Registration Number
July 30, 2011
Date

✓

16.

Rosemary Dennis
Signature
709 Apt A Casa Cir
Street Address
Copperas Cove, TX
City, County, State
254-542-7645
Telephone Number

Rosemary Dennis
Printed Name
1/19/47
Date of Birth
1058020639
Voter's Registration Number
7/30/11
Date

County NOT stated

17.

KENNETH R. KENNEDY
Signature
917 CASSAVAGH DR
Street Address
CORYELL
City, County, State
COPPERASS COVE TX
City, County, State
(254) 542 5958
Telephone Number

KENNETH R. KENNEDY
Printed Name
27 DEC 51
Date of Birth
1057653363
Voter's Registration Number
80 JULY 11
Date

✓

RECEIVED
AUG 01 2011
Glees

18.

[Signature]
Signature

Grider Anthony Pratt ✓
Printed Name

1211 CRAIG ST
Street Address

10/21/71
Date of Birth

Copper Cove, Coryell, TX
City, County, State

1057963978
Voter's Registration Number

254-681-1644
Telephone Number

30 Jul 11
Date

19.

[Signature]
Signature

BRADLEY^R WOODS ✓
Printed Name

2612 MOUNTAIN AVE
Street Address

16 SEP 1969
Date of Birth

COPPERAS COVE, DORSEY TX
City, County, State

1061674555
Voter's Registration Number

254-547-9138
Telephone Number

30 JULY 2011
Date

20.

Signature

Printed Name

Street Address

Date of Birth

City, County, State

Voter's Registration Number

Telephone Number

Date

21.

Signature

Printed Name

Street Address

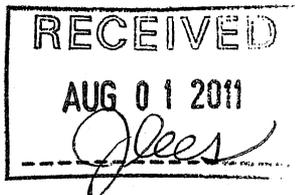
Date of Birth

City, County, State

Voter's Registration Number

Telephone Number

Date



22.

Signature

Printed Name

Street Address

Date of Birth

City, County, State

Voter's Registration Number

Telephone Number

Date

23.

Signature

Printed Name

Street Address

Date of Birth

City, County, State

Voter's Registration Number

Telephone Number

Date

24.

Signature

Printed Name

Street Address

Date of Birth

City, County, State

Voter's Registration Number

Telephone Number

Date

25.

Signature

Printed Name

Street Address

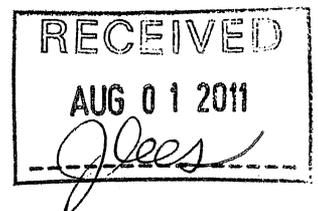
Date of Birth

City, County, State

Voter's Registration Number

Telephone Number

Date



THE STATE OF TEXAS

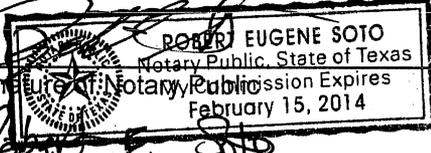
COUNTY OF CORYELL:

Affidavit of Circulator

I, Rina P. Delgado, being first duly sworn, on oath depose and say that I and I only personally circulated the attached pages of this petition, that each signature hereon is the genuine signature of the person as is written, and that no signatures have been placed hereon more than forty-five (45) days prior to the filing of this petition.

Rina P. Delgado
Signature

Sworn and subscribed to before me on this 30 day of July, 2011.


Robert E. Soto
Signature of Notary Public

Printed Name

2/15/2014
My Commission Expires

RECEIVED
AUG 01 2011
J. Lass

STATE OF TEXAS §

COUNTY OF CORYELL §

PETITION

TO: Mayor and City Council, City of Copperas Cove, Texas.

We, the undersigned duly qualified voters of the City of Copperas Cove, Coryell County, State of Texas, present this petition to the Mayor and the City Council of Copperas Cove, Texas, and respectfully request the following proposition be submitted forthwith to a vote of the people of the City of Copperas Cove, at a special election to be held in accordance with Texas Local Government Code, Chapter 143, the Texas Election Code, and the Copperas Cove City Charter.

The proposition to read as follows:

FOR Adoption of the fire fighters' and police officers' civil service law for the Copperas Cove Fire Department.

AGAINST Adoption of the fire fighters' and police officers' civil service law for the Copperas Cove Fire Department.

Each of the undersigned states that he/she personally signed this petition; that he/she has not signed any other petition of the same measure; that he/she is a qualified voter of the City of Copperas Cove, Texas; that his/her place of residence in said City and State including street and number is correctly written after his/her name; that he/she has read the said petition and understands the same, which petition is part hereof.

1. RW. Bible
 Signature

1018 MANNING DR
 Street Address

COPPERAS COVE CORYELL TEXAS
 City, County, State

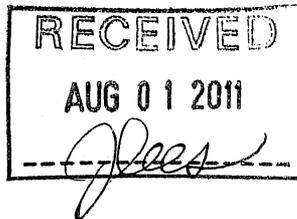
254-547-2308
 Telephone Number

Robert Bible ✓
 Printed Name

9/2/1963
 Date of Birth

1058026050
 Voter's Registration Number

30 July 2011
 Date



2.

Vicki Leigh Bible
 Signature
618 MANNING DR.
 Street Address
COPPERAS COVE, CORYELL TX
 City, County, State
254-547-2308
 Telephone Number

Vicki Leigh Bible ✓
 Printed Name
12-09-59
 Date of Birth
1057732511
 Voter's Registration Number
July 30-11
 Date

3.

[Signature]
 Signature
620 MANNING DR
 Street Address
COPPERAS COVE TX.
 City, County, State
254-547-3979
 Telephone Number

CHARLIE J. CAHILL
 Printed Name
9-21-43
 Date of Birth
1057624764
 Voter's Registration Number
7-30-11
 Date

4.

Vicki Lynn Fugitt
 Signature
1813 Robertson Ave
 Street Address
Copperas Cove, Texas
 City, County, State
254-462-4481
 Telephone Number

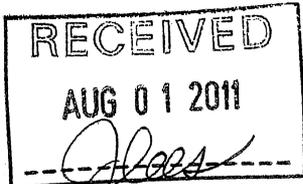
Vicki Lynn Fugitt ✓
 Printed Name
1-19-58
 Date of Birth
1076327436
 Voter's Registration Number
7-30-11
 Date

5.

[Signature]
 Signature
1813 E Robertson
 Street Address
COPPERAS COVE TX 76522
 City, County, State
254 226 1605
 Telephone Number

JOE FUGITT ✓
 Printed Name
7/14/65
 Date of Birth
1076310554
 Voter's Registration Number
7/30/11
 Date

(William Joe Fugitt)



6. Erika Temple
Signature
913 Leonhard St
Street Address
Copperas Cove, Coryell, Tx
City, County, State
254-547-2237
Telephone Number

Erika Temple
Printed Name
06/09/1939
Date of Birth
1057675413
Voter's Registration Number
07/30/2011
Date



NOT ON VOTER LIST

7. [Signature]
Signature
2318 Terrace Dr
Street Address
Copperas Cove, TX CORYELL
City, County, State
254-833-2670
Telephone Number

James Windham
Printed Name
9/25/80
Date of Birth
[Blank]
Voter's Registration Number
7-30-11
Date

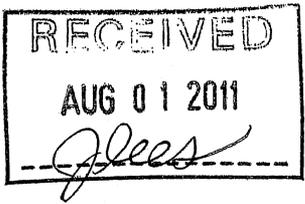
8. Dorothy F. Craig
Signature
912 Leonhard L
Street Address
Copperas Cove TX Coryell
City, County, State
254-547-5038
Telephone Number

Dorothy F. CRAIG
Printed Name
6-1937
Date of Birth
1057639359
Voter's Registration Number
7-30-11
Date



9. Carl L. Satten
Signature
1207 Ritter St.
Street Address
Copperas Cove, Texas CORYELL
City, County, State
254-547-9589
Telephone Number

Carl L. Satten
Printed Name
1-24-63
Date of Birth
1062013828
Voter's Registration Number
July 30, 2011
Date



10.

John Kaufman
Signature

801 Mary St
Street Address

Copperas Cove
Coryell TX
City, County, State

254-238 7161
Telephone Number

John Kaufman
Printed Name

07-21-50
Date of Birth

Voter's Registration Number

07-30-71
Date

Not on voter list

11.

Lorraine Kaufman
Signature

801 MARY ST.
Street Address

Copperas Cove, Coryell, TX
City, County, State

254-238-7161
Telephone Number

LORRAINE KAUFMAN
Printed Name

09-18-47
Date of Birth

1058055663
Voter's Registration Number

07-30-11
Date

✓

12.

Bobbie Thomison
Signature

1810 Pecan Cove
Street Address

Copperas Cove, Coryell, Texas
City, County, State

254-547-3329
Telephone Number

Bobbie Thomison
Printed Name

11-19-39
Date of Birth

1057663831
Voter's Registration Number

07/30/2011
Date

✓

13.

Edwin Thomison
Signature

1810 Pecan Cove
Street Address

Copperas Cove, Coryell, Tex
City, County, State

254-547-3329
Telephone Number

Edwin Thomison
Printed Name

4-11-33
Date of Birth

1169364964
Voter's Registration Number

07/30/2011
Date

✓

RECEIVED
AUG 01 2011
Joes

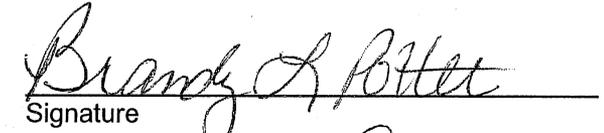
14.


 Signature
 235 Spur Drive
 Street Address
 Copperas Cove, Coryell Tx
 City, County, State
 254 542 7876
 Telephone Number

Potter, Franklin E.
 Printed Name
 25 Oct 1973
 Date of Birth
 1057715195
 Voter's Registration Number
~~7~~ 30 Jul 2011
 Date



15.


 Signature
 235 Spur Drive
 Street Address
 Coryell
 Copperas Cove TX
 City, County, State
 (254) 542-7876
 Telephone Number

Brandy L Potter
 Printed Name
 2/12/1978
 Date of Birth
 1057675510
 Voter's Registration Number
 7/30/2011
 Date



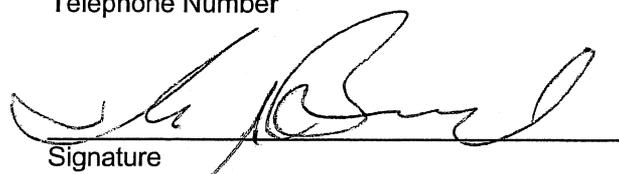
16.


 Signature
 110 E. Hogan Dr.
 Street Address
 Coryell
 Copperas Cove, Tx 76522
 City, County, State
 254-291-3878
 Telephone Number

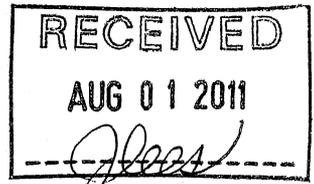
Diana Melton
 Printed Name
 2-9-60
 Date of Birth
 1057915205
 Voter's Registration Number
 7/30/11
 Date



17.


 Signature
 503 HAYCOCK CIR
 Street Address
 COPPERAS COVE, CORYELL, TX
 City, County, State
 254-547-8822
 Telephone Number

IRA J. BRAND
 Printed Name
 11/16/54
 Date of Birth
 1057617991
 Voter's Registration Number
 7/30/11
 Date



18. Bernadette Sides
Signature
604-R. Maskevia Circle
Street Address
Copperas Cove, TX, CORYELL
City, County, State
254-540-5284
Telephone Number

BERNADETTE Sides
Printed Name
1-30-46
Date of Birth
1057663709
Voter's Registration Number
7-30-11
Date



19. [Signature]
Signature
182 AMARILLO LN
Street Address
COPPERAS COVE TX 76522
City, County, State
254 220 5331
Telephone Number

TOMAS S LEON Guerrero
Printed Name
2/28/38
Date of Birth
[Blank]
Voter's Registration Number
30 July 11
Date

NOT ON VOTER LIST

20. _____
Signature

Street Address

City, County, State

Telephone Number

Printed Name

Date of Birth

Voter's Registration Number

Date

21. _____
Signature

Street Address

City, County, State

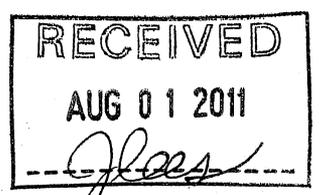
Telephone Number

Printed Name

Date of Birth

Voter's Registration Number

Date



22.

Signature

Printed Name

Street Address

Date of Birth

City, County, State

Voter's Registration Number

Telephone Number

Date

23.

Signature

Printed Name

Street Address

Date of Birth

City, County, State

Voter's Registration Number

Telephone Number

Date

24.

Signature

Printed Name

Street Address

Date of Birth

City, County, State

Voter's Registration Number

Telephone Number

Date

25.

Signature

Printed Name

Street Address

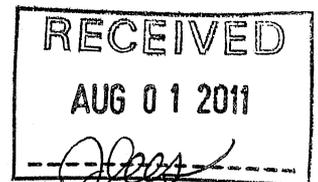
Date of Birth

City, County, State

Voter's Registration Number

Telephone Number

Date



THE STATE OF TEXAS

COUNTY OF CORYELL:

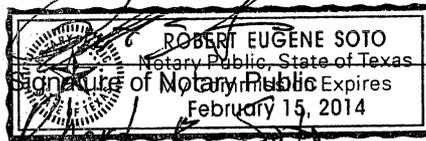
Affidavit of Circulator

I, Rennie Dwayne Cummings, being first duly sworn, on oath depose and say that I and I only personally circulated the attached pages of this petition, that each signature hereon is the genuine signature of the person as is written, and that no signatures have been placed hereon more than forty-five (45) days prior to the filing of this petition.

R D Cummings

Signature

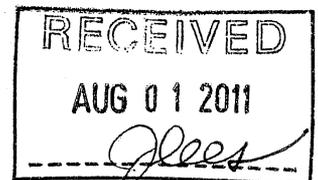
Sworn and subscribed to before me on this 30 day of July, 2011.



Printed Name

2/15/2014

My Commission Expires



STATE OF TEXAS §

COUNTY OF CORYELL §

PETITION

TO: Mayor and City Council, City of Copperas Cove, Texas.

We, the undersigned duly qualified voters of the City of Copperas Cove, Coryell County, State of Texas, present this petition to the Mayor and the City Council of Copperas Cove, Texas, and respectfully request the following proposition be submitted forthwith to a vote of the people of the City of Copperas Cove, at a special election to be held in accordance with Texas Local Government Code, Chapter 143, the Texas Election Code, and the Copperas Cove City Charter.

The proposition to read as follows:

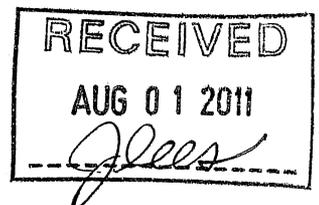
FOR Adoption of the fire fighters' and police officers' civil service law for the Copperas Cove Fire Department.

AGAINST Adoption of the fire fighters' and police officers' civil service law for the Copperas Cove Fire Department.

Each of the undersigned states that he/she personally signed this petition; that he/she has not signed any other petition of the same measure; that he/she is a qualified voter of the City of Copperas Cove, Texas; that his/her place of residence in said City and State including street and number is correctly written after his/her name; that he/she has read the said petition and understands the same, which petition is part hereof.

1. Charles F. Coombs
 Signature
901 Mary St.
 Street Address
Copperas Cove, Coryell, Tx
 City, County, State
(254) 258-4791
 Telephone Number

Charles F. Coombs
 Printed Name
7/2/1964
 Date of Birth
1057859653
 Voter's Registration Number
7/30/11
 Date



2.

Raymond C Mainville
 Signature
1307 VIRGINIA AVE
 Street Address
CORYELL
COPPERAS COVE TX
 City, County, State
254 547 0382
 Telephone Number

RAYMOND C MAINVILLE
 Printed Name
12 30 49
 Date of Birth
1057678888
 Voter's Registration Number
7-30-11
 Date



3.

Elfriede Mainville
 Signature
1307 Virginia Ave
 Street Address
COPPERAS COVE CORYELL TX 76522
 City, County, State
254-547-0382
 Telephone Number

Elfriede Mainville
 Printed Name
08-12-53
 Date of Birth
1057608147
 Voter's Registration Number
7/30/11
 Date



4.

Camilla F. Downes
 Signature
702 Houston St.
 Street Address
CORYELL
Copperas Cove, Tx 76522
 City, County, State
254-547-7478
 Telephone Number

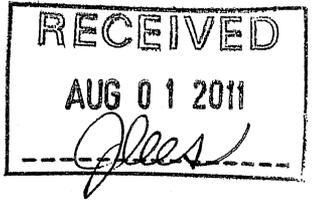
Camilla F. Downes
 Printed Name
10-24-1946
 Date of Birth
1057666623
 Voter's Registration Number
7-30-2011
 Date



5.

Gavin Downes
 Signature
702 Houston St.
 Street Address
CORYELL
Copperas Cove, Tx.
 City, County, State
1-254-547-7478
 Telephone Number

THOMAS GAVIN DOWNES
 Printed Name
5-30-44
 Date of Birth
1057604371
 Voter's Registration Number
7-30-11
 Date



6.

John Chauger
 Signature
705 Ridge St
 Street Address
CORYELL
 City, County, State
254-547-1380
 Telephone Number

JOHN CHAUGER
 Printed Name
8 JUL 38
 Date of Birth
1057619598
 Voter's Registration Number
7/30/11
 Date



7.

Janet McNeal
 Signature
701 Ridge St
 Street Address
COPPERAS COVE, Coryell, TX
 City, County, State
254-547-0885
 Telephone Number

JANET MCNEAL
 Printed Name
31 AUG 1953
 Date of Birth
1057688149
 Voter's Registration Number
30 July 2011
 Date



8.

Claudia Smith
 Signature
1418 Janet Ln.
 Street Address
Copperas Cove, TX Coryell
 City, County, State
254-247-8942
 Telephone Number

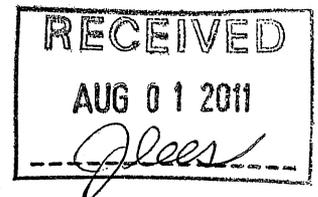
Claudia Smith
 Printed Name
10-18-69
 Date of Birth
1057790383
 Voter's Registration Number
30 July 11
 Date



9.

Hilde Jones
 Signature
610 COURTNEY LN
 Street Address
COPPERAS COVE, TX, Coryell
 City, County, State
254-542-6537
 Telephone Number

HILDE JONES
 Printed Name
06-20-50
 Date of Birth
1057629833
 Voter's Registration Number
30 July 2011
 Date



10.

Richard F. Jones
 Signature
610 COURTNEY LN
 Street Address
COPPERAS COVE, CORYELL, TX
 City, County, State
254-542-6537
 Telephone Number

RICHARD F. JONES
 Printed Name
6 Aug 50
 Date of Birth
1057615314
 Voter's Registration Number
30 Jul 2011
 Date



11.

Sandra E. Morris
 Signature
1113 Tyler Dr.
 Street Address
Copperas Cove, Coryell Texas
 City, County, State
254 290 6973
 Telephone Number

SANDRA E MORRIS
 Printed Name
11 8 1967
 Date of Birth
105-7976483
 Voter's Registration Number
July 30 2011
 Date



12.

James M. Sharbeno
 Signature
1607 FREEDOM LN.
 Street Address
COPPERAS COVE, TX, CORYELL
 City, County, State
254-547-6347
 Telephone Number

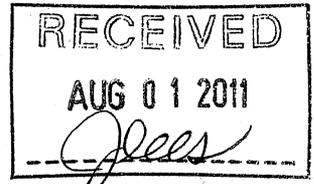
JAMES M. SHARBENO
 Printed Name
09-03-70
 Date of Birth
1057675146
 Voter's Registration Number
07-20-11
 Date



13.

C. Sharbeno
 Signature
1607 FREEDOM LN
 Street Address
CORYELL
COPPERAS COVE, TX 76522
 City, County, State
(254) 547-6397
 Telephone Number

CATHERINE SHARBENO
 Printed Name
02 OCT 1972
 Date of Birth
1057847473
 Voter's Registration Number
7/30/11
 Date



14. Maxine P. Hawkey Boko
Signature
1322 High Chaparral Dr
Street Address
Copperas Cove, Coryell TX
City, County, State
254-220-2594
Telephone Number

Maxine P. Hawkey Boko
Printed Name
11/09/1969
Date of Birth
1057961088
Voter's Registration Number
7/30/11
Date

15. [Signature]
Signature
1324 High Chapparral
Street Address
Copperas Cove, CORYELL, TX
City, County, State
254-547-5330
Telephone Number

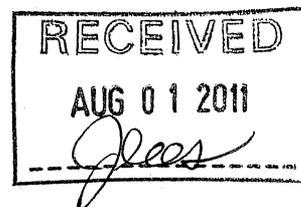
John E. Westcott
Printed Name
9-14-66
Date of Birth
1060525072
Voter's Registration Number
7-30-2011
Date

16. [Signature]
Signature
1324 High Chapparral
Street Address
Copperas Cove, CORYELL, TX
City, County, State
254-547-5330
Telephone Number

Andrea L. Westcott
Printed Name
10-31-67
Date of Birth
1057889908
Voter's Registration Number
7-30-11
Date

17. [Signature]
Signature
1324 High Chapparral Dr.
Street Address
Copperas Cove, Coryell, TX
City, County, State
(254) 289-5869
Telephone Number

Johnathon Westcott
Printed Name
10/04/1992
Date of Birth
1174574597
Voter's Registration Number
7-30-2011
Date



18. M Wright
Signature
1201 Collins
Street Address
Copperas Cove, TX 76522, Coryell
City, County, State
254-220-1028
Telephone Number

Michelle Wright
Printed Name
7-19-71
Date of Birth
1057988374
Voter's Registration Number
7-30-11
Date



19. Penny Black
Signature
1201 Miranda Ave
Street Address
Copperas Cove TX Coryell
City, County, State
254-547-2402
Telephone Number

Penny Black
Printed Name
7-27-1963
Date of Birth
1057636074
Voter's Registration Number
7-30-2011
Date



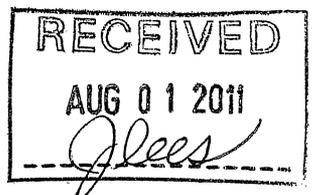
20. H. R. Dixon
Signature
1211 S. 5th St
Street Address
Copperas Cove, TX, Coryell
City, County, State
254-216-1346
Telephone Number

Howard R. Dixon
Printed Name
6-4-71
Date of Birth
7062150585
Voter's Registration Number
7/30/11
Date



21. Michelle R. Dixon
Signature
1211 S. 5th St.
Street Address
Copperas Cove, TX, Coryell
City, County, State
254-216-1463
Telephone Number

Michelle Dixon
Printed Name
6-30-75
Date of Birth
1057916284
Voter's Registration Number
7-30-11
Date



22.

~~Signature~~
 908 S 23rd St
 Street Address
 Coppertown Cove Coryell TX
 City, County, State
 254 371 9818
 Telephone Number

Jeff R Fowler
 Printed Name
 2/3/64
 Date of Birth
 1057673643
 Voter's Registration Number
 7/30/11
 Date



23.

Janice R Fowler
 Signature
 908 S 23rd St
 Street Address
 Coppertown Cove TX Coryell
 City, County, State
 254 458 5579
 Telephone Number

Janice R Fowler
 Printed Name
 12/24/71
 Date of Birth
 1057885337
 Voter's Registration Number
 7/30/11
 Date



24.

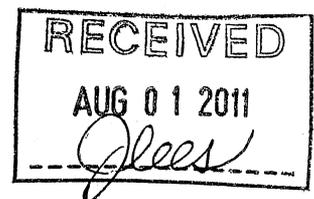
Signature
 Street Address
 City, County, State
 Telephone Number

Printed Name
 Date of Birth
 Voter's Registration Number
 Date

25.

Signature
 Street Address
 City, County, State
 Telephone Number

Printed Name
 Date of Birth
 Voter's Registration Number
 Date



THE STATE OF TEXAS

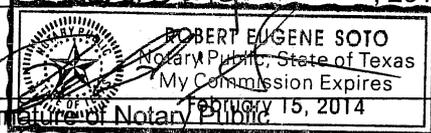
COUNTY OF CORYELL:

Affidavit of Circulator

I, Steven D Wright, being first duly sworn, on oath depose and say that I and I only personally circulated the attached pages of this petition, that each signature hereon is the genuine signature of the person as is written, and that no signatures have been placed hereon more than forty-five (45) days prior to the filing of this petition.

Sus
Signature

Sworn and subscribed to before me on this 30 day of July, 2011.


Signature of Notary Public

Robert E. Soto
Printed Name

2/15/2014
My Commission Expires

RECEIVED
AUG 01 2011
Jiles

STATE OF TEXAS §

COUNTY OF CORYELL §

PETITION

TO: Mayor and City Council, City of Copperas Cove, Texas.

We, the undersigned duly qualified voters of the City of Copperas Cove, Coryell County, State of Texas, present this petition to the Mayor and the City Council of Copperas Cove, Texas, and respectfully request the following proposition be submitted forthwith to a vote of the people of the City of Copperas Cove, at a special election to be held in accordance with Texas Local Government Code, Chapter 143, the Texas Election Code, and the Copperas Cove City Charter.

The proposition to read as follows:

FOR Adoption of the fire fighters' and police officers' civil service law for the Copperas Cove Fire Department.

AGAINST Adoption of the fire fighters' and police officers' civil service law for the Copperas Cove Fire Department.

Each of the undersigned states that he/she personally signed this petition; that he/she has not signed any other petition of the same measure; that he/she is a qualified voter of the City of Copperas Cove, Texas; that his/her place of residence in said City and State including street and number is correctly written after his/her name; that he/she has read the said petition and understands the same, which petition is part hereof.

1. *Chris B Hammett*
 Signature
617 Cedar Dr.
 Street Address
Copperas Cove, Coryell, TX
 City, County, State
254 647-5835
 Telephone Number

CJina Hammantree
 Printed Name
5/20/78
 Date of Birth
7/30/11
 Voter's Registration Number
 Date

NOT on voter list

RECEIVED
 AUG 01 2011
Glees

2. Wayne J. Hammontree
Signature
617 Cedar Drive
Street Address
Copperas Cove, Coryell, Texas
City, County, State
254-547-5835
Telephone Number

Wayne Joseph Hammontree
Printed Name
01/12/1952
Date of Birth
1057816830
Voter's Registration Number
7/30/2011
Date



3. Rebecca Hammontree
Signature
617 Cedar Dr
Street Address
Copperas Cove, Coryell, TX
City, County, State
254-547-5835
Telephone Number

Rebecca Hammontree
Printed Name
11/8/57
Date of Birth
1061984671
Voter's Registration Number
7/30/11
Date



4. Robert Hall
Signature
615 Cedar dr
Street Address
Copperas Cove TP Coryell
City, County, State
254547 6558
Telephone Number

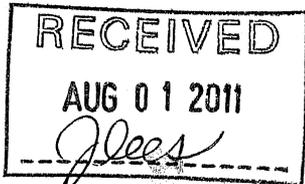
Robert Hall
Printed Name
26 July 55
Date of Birth
1057820073
Voter's Registration Number
30 July 11
Date



5. Th D. SLATE (Elkins)
Signature
609 Cedar Dr
Street Address
Copperas Cove, Coryell, TX
City, County, State
254-423-8049
Telephone Number

Thomas D. Elkins
Printed Name
Sep 06, 1974
Date of Birth
30 July 2011
Date

NOT
on
voter
list



6.

Jenny Ellis
Signature
609 Cedar Dr.
Street Address
Copperas Cove, Coryell, TX
City, County, State
(817) 691-2230
Telephone Number

Tammy Elkins
Printed Name
09/19/75
Date of Birth
07/30/11
Voter's Registration Number
Date

NOT on voter list

7.

CSL
Signature
605 Cedar Dr.
Street Address
Copperas Cove TX
City, County, State
254-228-3458
Telephone Number

Moosman, Clint
Printed Name
6-4-73
Date of Birth
7/30/2011
Voter's Registration Number
Date

NOT on voter list

8. X

Robert Harring
Signature
603 Cedar Dr
Street Address
CC Coryell TX
City, County, State
254-289-6860
Telephone Number

HARRING, ROBERT
Printed Name
06/02/72
Date of Birth
7/30/2011
Voter's Registration Number
Date

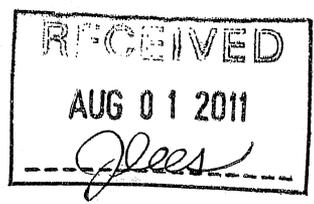
NOT on voter list

9. 1A

Katherine Reines
Signature
603 Cedar Dr ✓
Street Address
Copperas Cove, TX 76592
City, County, State
254-213-8841
Telephone Number

Katherine Reines
Printed Name
9-9-76
Date of Birth
1177574278
Voter's Registration Number
7-30-11
Date

✓



10. 
Signature
603 Cedar Dr
Street Address
Coppellas Cove TX CORYELL
City, County, State
253-273-5596
Telephone Number

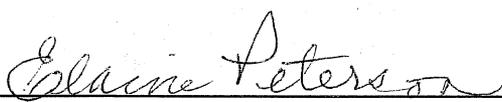
Joseph F Haghe
Printed Name
24 July 1969
Date of Birth
117 809 0449
Voter's Registration Number
30 July 11
Date



11. 
Signature
606 Ash St
Street Address
Copperas Cove TX
City, County, State
254-220-6953
Telephone Number

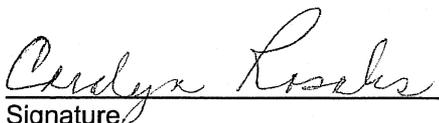
~~Zuhayr Taha Raki Saheed
Printed Name
04-25-1975
Date of Birth
Voter's Registration Number
30 July 11
Date~~

NOT
on
voter
list

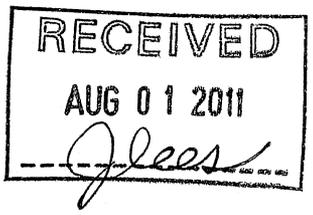
12. 
Signature
706 Ash St
Street Address CORYELL
Copperas Cove Tx
City, County, State
254-547-5712
Telephone Number

Elaine Peterson
Printed Name
4/14/37
Date of Birth
105 461 7361
Voter's Registration Number
30 July 2011
Date



13. 
Signature
703 Ash St
Street Address CORYELL
Copperas Cove, TX 76522
City, County, State
254 518 4845
Telephone Number

CAROLYN ROSALES
Printed Name
04/16/1940
Date of Birth
105 486 3585
Voter's Registration Number
30 Jul 2011
Date



18.

Amy Mainville
Signature
2307 Phyllis dr.
Street Address
Copperas Cove, Coryell, TX
City, County, State
254-258-2064
Telephone Number

Amy Joanne Mainville
Printed Name
2-26-1985
Date of Birth
1061157637
Voter's Registration Number
7-30-11
Date

19.

Martha Irene Helbing
Signature
123 E. Blancas Dr.
Street Address
Copperas Cove, Coryell, Texas
City, County, State
254-518-2304
Telephone Number

Martha Helbing
Printed Name
08/27/70
Date of Birth
1057745743
Voter's Registration Number
7/30/11
Date

20.

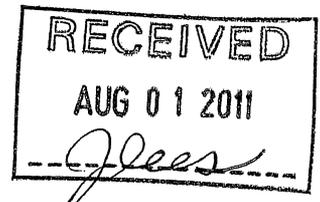
Gerald Thomas Helbing
Signature
123 E. Blancas Dr.
Street Address
Coryell
Copperas Cove TX, TX
City, County, State
254-518-2304
Telephone Number

Gerald Thomas Helbing
Printed Name
06/09/1968
Date of Birth
1057919764
Voter's Registration Number
7/30/11
Date

21.

W.G.
Signature
7010 KAREN ST
Street Address
Coryell
Copperas Cove, TX 76522
City, County, State
254-423-0713
Telephone Number

William Gardner
Printed Name
06-15-1978
Date of Birth
1057740812
Voter's Registration Number
7-30-11
Date



22.

Kent C Johnson
Signature
712 KAREN
Street Address
Copperas Cove TX
City, County, State
542-1452
Telephone Number

KENT C JOHNSON
Printed Name
9/2/57
Date of Birth
30 JUN 2011
Voter's Registration Number
Date

NOT ON voter list

23.

L Colleen Haffer
Signature
804 Karen St
Street Address
Copperas Cove TX Coryell
City, County, State
406-370-4831
Telephone Number

L Colleen Haffer
Printed Name
03-18-1943
Date of Birth
07-30-2011
Voter's Registration Number
Date

NOT ON voter list

24.

Indhira B. Soto
Signature
803 Karen street
Street Address
CORYELL
Copperas Cove, TX 76522
City, County, State
254-291-4511
Telephone Number

Indhira B. Soto
Printed Name
04-19-1985
Date of Birth
1153996813
Voter's Registration Number
July 30, 2011
Date

MORILLO

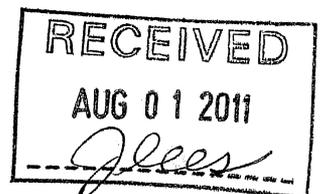
✓

25.

[Signature]
Signature
709 Karen St.
Street Address
Copperas Cove TX - 76522
City, County, State
254-681-9851
Telephone Number

Harry Smdigo
Printed Name
11-03-1961
Date of Birth
7-30-2011
Voter's Registration Number
Date

NOT ON voter list



THE STATE OF TEXAS

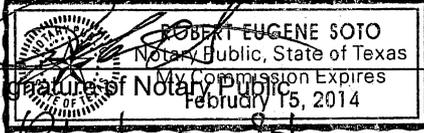
COUNTY OF CORYELL:

Affidavit of Circulator

I, Edith S. Freyer, being first duly sworn, on oath depose and say that I and I only personally circulated the attached pages of this petition, that each signature hereon is the genuine signature of the person as is written, and that no signatures have been placed hereon more than forty-five (45) days prior to the filing of this petition.

Edith S Freyer
Signature

Sworn and subscribed to before me on this 30 day of July, 2011.


Signature of Notary Public

Robert R. Soto
Printed Name

2/15/2014
My Commission Expires

RECEIVED
AUG 01 2011
Glees

STATE OF TEXAS §

COUNTY OF CORYELL §

PETITION

TO: Mayor and City Council, City of Copperas Cove, Texas.

We, the undersigned duly qualified voters of the City of Copperas Cove, Coryell County, State of Texas, present this petition to the Mayor and the City Council of Copperas Cove, Texas, and respectfully request the following proposition be submitted forthwith to a vote of the people of the City of Copperas Cove, at a special election to be held in accordance with Texas Local Government Code, Chapter 143, the Texas Election Code, and the Copperas Cove City Charter.

The proposition to read as follows:

FOR Adoption of the fire fighters' and police officers' civil service law for the Copperas Cove Fire Department.

AGAINST Adoption of the fire fighters' and police officers' civil service law for the Copperas Cove Fire Department.

Each of the undersigned states that he/she personally signed this petition; that he/she has not signed any other petition of the same measure; that he/she is a qualified voter of the City of Copperas Cove, Texas; that his/her place of residence in said City and State including street and number is correctly written after his/her name; that he/she has read the said petition and understands the same, which petition is part hereof.

1.


Signature

Robert E. Soto
Printed Name

803 KAREN ST.
Street Address

10/10/1970
Date of Birth

Copperas Cove, Coryell, TEXAS
City, County, State

Voter's Registration Number

254-291-4203
Telephone Number

30 July 2011
Date

NOT
on
voter
list

RECEIVED
AUG 01 2011
J. Lees

*2.

[Signature]
 Signature
100 W. Ave. A.
 Street Address
Copperas Cove, Coryell, TX
 City, County, State
254 290 4318
 Telephone Number

James Frazier
 Printed Name
1/14/69
 Date of Birth
1057823852
 Voter's Registration Number
30 July 2011
 Date



3.

[Signature]
 Signature
703 W 4TH APT. A
 Street Address
COPPERAS COVE Coryell, TX
 City, County, State
254 669-2445
 Telephone Number

Robert Sharik
 Printed Name
8-6-60
 Date of Birth
 Voter's Registration Number
07/30/11
 Date

not on voter list

4.

[Signature]
 Signature
703 W. 4th Apt. A
 Street Address
Copperas Cove Coryell, TX
 City, County, State
254-813-6488
 Telephone Number

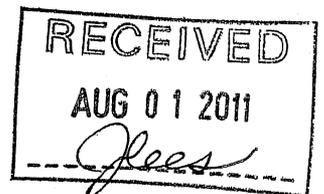
Mary Fitzgerald
 Printed Name
6-10-63
 Date of Birth
 Voter's Registration Number
07-30-11
 Date

not on voter list

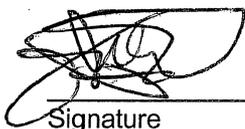
5.

[Signature]
 Signature
903 Risen Star Ln
 Street Address
Coryell
COPPERAS COVE TX 76722
 City, County, State
254-542-5531
 Telephone Number

Willie Lee Fields
 Printed Name
1-14-47
 Date of Birth
115 925 8298
 Voter's Registration Number
7-30-11
 Date



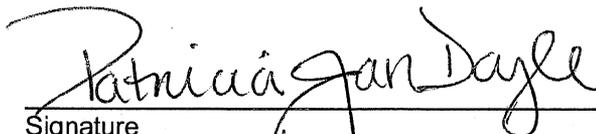
6.


 Signature
 916 Laurie Ln
 Street Address
 Copperas Cove TX
 City, County, State
 254-681-2090
 Telephone Number

~~Ronald W. Lyons~~
 Printed Name
 04/04/1959
 Date of Birth
 Voter's Registration Number
 07-30-11
 Date

not on voter list

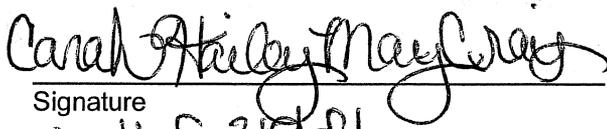
7.


 Signature
 6115 3rd St.
 Street Address
 Copperas Cove, Coryell, TX
 City, County, State
 (254) 223-0163
 Telephone Number

Patricia Jan Doyle
 Printed Name
 9/13/57
 Date of Birth
 1057683518
 Voter's Registration Number
 7-30-11
 Date

✓

8.


 Signature
 2115 3rd St.
 Street Address
 Copperas Cove, Coryell, TX
 City, County, State
 254-449-0218
 Telephone Number

Carah Hailey May Craig
 Printed Name
 10-5-89
 Date of Birth
 1165491073
 Voter's Registration Number
 7-30-11
 Date

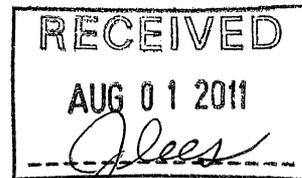
✓

9.


 Signature
 2503 Gail Dr.
 Street Address
 Copperas Cove, Coryell, TX
 City, County, State
 254-458-3334
 Telephone Number

~~Lori L. Wineman~~
 Printed Name
 09-12-61
 Date of Birth
 Voter's Registration Number
 7-30-11
 Date

not on voter list



not on voter list

10. Walter Pelebo
Signature
803 N 23rd St
Street Address
Copperas Cove, Coryell TX
City, County, State
254-488-8452
Telephone Number

Walter Pelebo
Printed Name
5/30/83
Date of Birth
7/30/11
Date
Voter's Registration Number

11. David Brown
Signature
1409
Street Address
Copperas Cove TX. Coryell
City, County, State
254-254-7273
Telephone Number

David Brown
Printed Name
6 Feb 55
Date of Birth
1057999219
Voter's Registration Number
30 July 11
Date

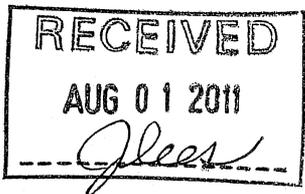
12. Daniel Joseph Brown
Signature
1409 Janet Ln.
Street Address
Copperas Cove TX. Coryell
City, County, State
254-254-7273
Telephone Number

Daniel Joseph Brown
Printed Name
6 Feb 55
Date of Birth
1057999219
Voter's Registration Number
30 July 11
Date



13. Danita Ann Brown
Signature
1409 Janet Ln
Street Address
Copperas Cove Coryell TX
City, County, State
254-254-7273
Telephone Number

DANITA ANN BROWN
Printed Name
1/24/55
Date of Birth
1057896018
Voter's Registration Number
7/30/11
Date



14.

[Signature]
 Signature
103 BRIDGE DR
 Street Address
Copperas Cove, TX 76522
 City, County, State
254-681-4649
 Telephone Number

JOHN A VASSURE
 Printed Name
9/9/58
 Date of Birth
1057872122
 Voter's Registration Number
7-30-11
 Date



15.

[Signature]
 Signature
301 Courtney Ln
 Street Address
Copperas Cove, Coryell Texas
 City, County, State
(254) 833-1721
 Telephone Number

Rebecca Delia Lane Borges
 Printed Name
04-17-1992
 Date of Birth
1171883240
 Voter's Registration Number
7-30-11
 Date



16.

[Signature]
 Signature
310 Sherwood
 Street Address
COPPERAS COVE, CORYELL, TX
 City, County, State
254-534-5232
 Telephone Number

Edward Bemis
 Printed Name
4115-55
 Date of Birth
1057633289
 Voter's Registration Number
7-30-11
 Date

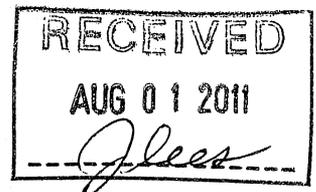


17.

[Signature]
 Signature
855 ROCKY LN
 Street Address
Copperas Cove, Coryell, TX
 City, County, State
254-542-2761
 Telephone Number

Bruce J. Smolen
 Printed Name
8 JULY 52
 Date of Birth
 Voter's Registration Number
7/30/2011
 Date

not on voter list



18. Donna Marie Williams
Signature
616 N 21st
Street Address
Coryell
Copperas Cove TX 76522
City, County, State
254-291-4865
Telephone Number

Jerric mine Williams
Printed Name
5-14-1954
Date of Birth
1057731296
Voter's Registration Number
7-30-11
Date

19. Joan Paul Racz
Signature
2405 Vernice Dr
Street Address
Copperas Cove TX Coryell
City, County, State
254-290-4572
Telephone Number

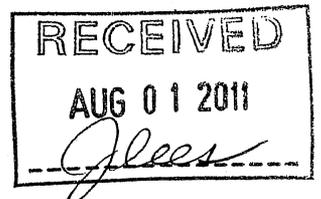
Joan Paul Racz
Printed Name
10-11-1959
Date of Birth
1062256958
Voter's Registration Number
~~07-30-11~~
Date

20. Steve Paul
Signature
1004 Skippy Ln
Street Address
Coryell
Copperas Cove TX 76522
City, County, State
254-630-9362
Telephone Number

STEVEN E HENDERSON
Printed Name
12/17/1946
Date of Birth
1058036556
Voter's Registration Number
7/30/11
Date

21. Walter Jones
Signature
1723 Robertson
Street Address
Copperas Cove Coryell TX
City, County, State
254-547-6643
Telephone Number

DEBORAH K.
~~DEBBIE JONES~~
Printed Name
3-31-51
Date of Birth
1057616439
Voter's Registration Number
7/30/11
Date



22. David D Lettingwell
Signature
2008 Babb St.
Street Address
Copperas Cove, Coryell, TX
City, County, State
254-245-2143
Telephone Number

David D Lettingwell
Printed Name
12/24/46
Date of Birth
1057633607
Voter's Registration Number
7/30/11
Date

23. David Frey Harris
Signature
1403 Hillside St
Street Address
Copperas Cove Coryell Tx
City, County, State
254-577-5391
Telephone Number

David Frey Harris
Printed Name
12/8/1957
Date of Birth
1062826064
Voter's Registration Number
7-30-11
Date

24. Roger Patrick Odwyer
Signature
1703 Highland Dr.
Street Address
Copperas Cove, Coryell, TX
City, County, State
254 394 6339
Telephone Number

Roger Patrick Odwyer
Printed Name
5125137
Date of Birth
1057639411
Voter's Registration Number
7/30/11
Date

25. Heinz ¹¹⁰⁹⁹ Armstrong
Signature

Street Address

City, County, State

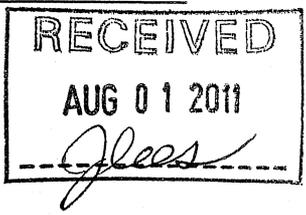
Telephone Number

Printed Name

Date of Birth

Voter's Registration Number

Date



THE STATE OF TEXAS

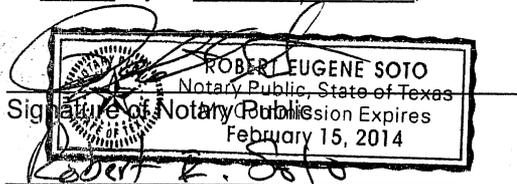
COUNTY OF CORYELL:

Affidavit of Circulator

I, James Doyle Stockman, being first duly sworn, on oath depose and say that I and I only personally circulated the attached pages of this petition, that each signature hereon is the genuine signature of the person as is written, and that no signatures have been placed hereon more than forty-five (45) days prior to the filing of this petition.


Signature

Sworn and subscribed to before me on this 30 day of July, 2011.



Robert E. Soto
Printed Name

2/15/2014
My Commission Expires

RECEIVED
AUG 01 2011
Jlees

STATE OF TEXAS §

COUNTY OF CORYELL §

PETITION

TO: Mayor and City Council, City of Copperas Cove, Texas.

We, the undersigned duly qualified voters of the City of Copperas Cove, Coryell County, State of Texas, present this petition to the Mayor and the City Council of Copperas Cove, Texas, and respectfully request the following proposition be submitted forthwith to a vote of the people of the City of Copperas Cove, at a special election to be held in accordance with Texas Local Government Code, Chapter 143, the Texas Election Code, and the Copperas Cove City Charter.

The proposition to read as follows:

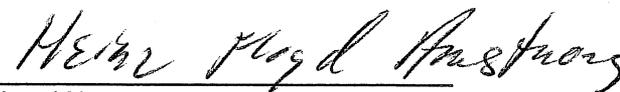
FOR Adoption of the fire fighters' and police officers' civil service law for the Copperas Cove Fire Department.

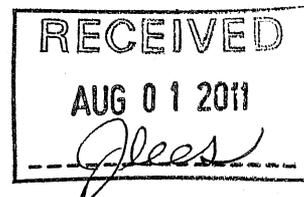
AGAINST Adoption of the fire fighters' and police officers' civil service law for the Copperas Cove Fire Department.

Each of the undersigned states that he/she personally signed this petition; that he/she has not signed any other petition of the same measure; that he/she is a qualified voter of the City of Copperas Cove, Texas; that his/her place of residence in said City and State including street and number is correctly written after his/her name; that he/she has read the said petition and understands the same, which petition is part hereof.

1.


 Signature
 1100 S 15th ST
 Street Address
 COPPERAS COVE, CORYELL TX
 City, County, State
 254-289-6314
 Telephone Number


 Printed Name
 1/5/56
 Date of Birth
 1057659410
 Voter's Registration Number
 7/30/11
 Date



2. John J. Suresicks
Signature
501 RIDGE ST
Street Address
COPPERAS COVE, CORYELL, TX
City, County, State
254 547 6261
Telephone Number

John L Gurecky
Printed Name
8/31/1930
Date of Birth
1057619227
Voter's Registration Number
7/30/2011
Date



3. Kathy Dailey
Signature
709 BLUESTEM
Street Address
COPPERAS COVE CORYELL TX
City, County, State
254-542-3014
Telephone Number

~~KATHY DAILEY
Printed Name
10/11/42
Date of Birth
7130111
Voter's Registration Number
7/30/11
Date~~

not on voter list

4. Albert Fitzgerald
Signature
709 BLUESTEM
Street Address
COPPERAS COVE CORYELL TX
City, County, State
254-542-3014
Telephone Number

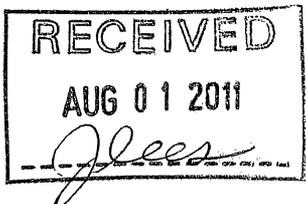
~~ALBERT FITZGERALD
Printed Name
9/24/44
Date of Birth
7130111
Voter's Registration Number
7/30/11
Date~~

not on voter list

5. Ernest G Dailey
Signature
709 BLUE STEM
Street Address
COPPERAS COVE, CORYELL TX
City, County, State
254 542 3014
Telephone Number

~~ERNEST G DAILEY
Printed Name
2-22-41
Date of Birth
7130111
Voter's Registration Number
7/30/11
Date~~

not on voter list



6.

Amy Haire
 Signature
2401 Post Oak Ave
 Street Address
Copperas Cove, Coryell, Texas
 City/County, State
254-371-0305
 Telephone Number

Amy Haire
 Printed Name
2/19/71
 Date of Birth
1057646 1057647550
 Voter's Registration Number
7/30/11
 Date



7.

 Signature

 Street Address

 City, County, State

 Telephone Number

 Printed Name

 Date of Birth

 Voter's Registration Number

 Date

8.

 Signature

 Street Address

 City, County, State

 Telephone Number

 Printed Name

 Date of Birth

 Voter's Registration Number

 Date

9.

 Signature

 Street Address

 City, County, State

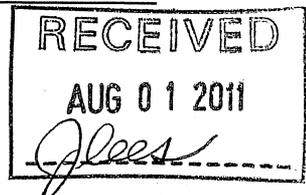
 Telephone Number

 Printed Name

 Date of Birth

 Voter's Registration Number

 Date



10.

Signature

Printed Name

Street Address

Date of Birth

City, County, State

Voter's Registration Number

Telephone Number

Date

11.

Signature

Printed Name

Street Address

Date of Birth

City, County, State

Voter's Registration Number

Telephone Number

Date

12.

Signature

Printed Name

Street Address

Date of Birth

City, County, State

Voter's Registration Number

Telephone Number

Date

13.

Signature

Printed Name

Street Address

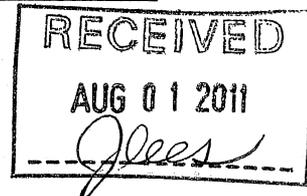
Date of Birth

City, County, State

Voter's Registration Number

Telephone Number

Date



14.

Signature

Printed Name

Street Address

Date of Birth

City, County, State

Voter's Registration Number

Telephone Number

Date

15.

Signature

Printed Name

Street Address

Date of Birth

City, County, State

Voter's Registration Number

Telephone Number

Date

16.

Signature

Printed Name

Street Address

Date of Birth

City, County, State

Voter's Registration Number

Telephone Number

Date

17.

Signature

Printed Name

Street Address

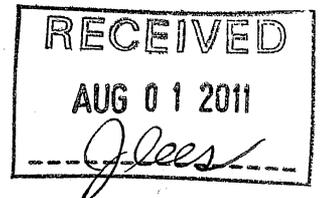
Date of Birth

City, County, State

Voter's Registration Number

Telephone Number

Date



18.

Signature

Printed Name

Street Address

Date of Birth

City, County, State

Voter's Registration Number

Telephone Number

Date

19.

Signature

Printed Name

Street Address

Date of Birth

City, County, State

Voter's Registration Number

Telephone Number

Date

20.

Signature

Printed Name

Street Address

Date of Birth

City, County, State

Voter's Registration Number

Telephone Number

Date

21.

Signature

Printed Name

Street Address

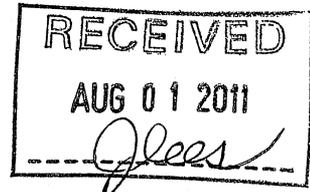
Date of Birth

City, County, State

Voter's Registration Number

Telephone Number

Date



22.

Signature

Printed Name

Street Address

Date of Birth

City, County, State

Voter's Registration Number

Telephone Number

Date

23.

Signature

Printed Name

Street Address

Date of Birth

City, County, State

Voter's Registration Number

Telephone Number

Date

24.

Signature

Printed Name

Street Address

Date of Birth

City, County, State

Voter's Registration Number

Telephone Number

Date

25.

Signature

Printed Name

Street Address

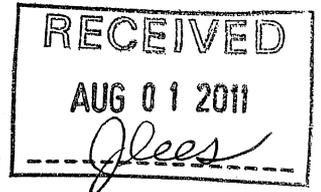
Date of Birth

City, County, State

Voter's Registration Number

Telephone Number

Date

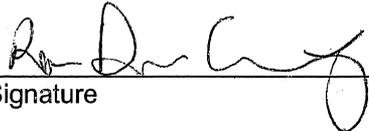


THE STATE OF TEXAS

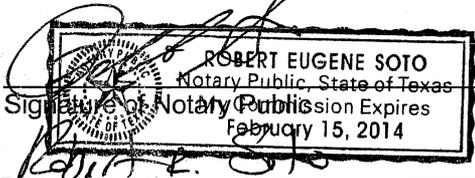
COUNTY OF CORYELL:

Affidavit of Circulator

I, Ronnie Dwane Cummings, being first duly sworn, on oath depose and say that I and I only personally circulated the attached pages of this petition, that each signature hereon is the genuine signature of the person as is written, and that no signatures have been placed hereon more than forty-five (45) days prior to the filing of this petition.


Signature

Sworn and subscribed to before me on this 30 day of July, 2011.


Signature of Notary Public

ROBERT E. SOTO
Printed Name

2/15/2014
My Commission Expires

RECEIVED
AUG 01 2011
Glees

STATE OF TEXAS §

COUNTY OF CORYELL §

PETITION

TO: Mayor and City Council, City of Copperas Cove, Texas.

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AGAINST Adoption of the fire fighters' and police officers' civil service law for the Copperas Cove Fire Department.

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1. 10 L-6 *****

Signature _____

1507 HILLSIDE ST

Street Address _____

Copperas Cove TX, Coryell

City, County, State _____

254-577-5808

Telephone Number _____

KRIS LINTON

Printed Name _____

10-13-52

Date of Birth _____

Voter's Registration Number

7/30/11

Date _____

not on voter list

RECEIVED
AUG 01 2011
Jees

2. Karen Frahm
Signature
1507 Hillside Dr.
Street Address
Coryell
Copperas Cove TX 76522
City, County, State
254-577-5808
Telephone Number

Karen Frahm
Printed Name
6/6/1953
Date of Birth
1152166814
Voter's Registration Number
7-30-2011
Date

3. Ronnie Dwayne Cummings
Signature
1022 Ritter St
Street Address
Copperas Cove, Coryell TX
City, County, State
254-223-2116
Telephone Number

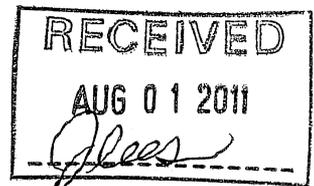
Ronnie Dwayne Cummings
Printed Name
01-11-1983
Date of Birth
1057758414
Voter's Registration Number
7-30-11
Date

4. Mira L. Lopez
Signature
1204 S. 14th St
Street Address
Coryell
Copperas Cove TX
City, County, State
254371-0157
Telephone Number

Mira L. Lopez
Printed Name
10-17-66
Date of Birth
1057766977
Voter's Registration Number
7-30-11
Date

5. Steven Wright
Signature
1201 Collins Ave.
Street Address
Copperas Cove Coryell TX
City, County, State
254 220 1018
Telephone Number

Steven Wright
Printed Name
9 29 1970
Date of Birth
1057967912
Voter's Registration Number
7 30 2011
Date



6.

Nena Joyce Huckaby
Signature

NENA JOYCE HUCKABY
Printed Name

2109 Brantley Ave
Street Address

11-6-45
Date of Birth

Coryell Texas 76527
City, County, State

1057647288
Voter's Registration Number

(254) 547-0701
Telephone Number

7-30-2011
Date

*Copperas
Cove*



7.

Kellic Ann Sadler
Signature

Kellic^{Ann} Sadler
Printed Name

2403 Joseph Dr
Street Address

12-29-68
Date of Birth

Copperas Cove Coryelle TX
City, County, State

1057720250
Voter's Registration Number

254-290-5957
Telephone Number

July 30, 11
Date



8.

Alicia Renee Hatfield
Signature

Alicia Renee Hatfield
Printed Name

211 Patterson St
Street Address

July 14 1974
Date of Birth

Copperas Cove, Coryell, Texas
City, County, State

1057642724
Voter's Registration Number

(254) 833-2291
Telephone Number

7-30-2011
Date



9.

~~*KE Br*~~
Signature

Printed Name

Street Address

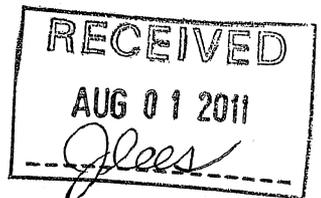
Date of Birth

City, County, State

Voter's Registration Number

Telephone Number

Date



10. Klaudia Else Brand
Signature
503 Hayloft Circle
Street Address
Copperas Cove, Coryell Tx
City, County, State
254-547-8822
Telephone Number

Klaudia Else Brand
Printed Name
4-21-58
Date of Birth
116 47 999 28
Voter's Registration Number
~~0~~ 7-30-11
Date



11. Lena Woods
Signature
2612 Mountain Ave
Street Address
Copperas Cove, Tx
City, County, State
254-547-9138
Telephone Number

Lena V Woods
Printed Name
1-25-66
Date of Birth
1153469929
Voter's Registration Number
7-30-2011
Date



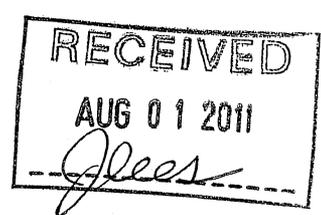
12. Diana Castillo
Signature
1002 Bleu Spur
Street Address
Copperas Cove, Coryell, TX
City, County, State
254-547-9256
Telephone Number

Diana L. Castillo
Printed Name
10/5/1965
Date of Birth
1057806195
Voter's Registration Number
July 30, 2011
Date



13. Bonnie Louise Herman
Signature
1004 STENRY LN
Street Address
Copperas Cove, Coryell, TEXAS
City, County, State
254-319-7615
Telephone Number

Bonnie Louise Herman
Printed Name
19/05/53
Date of Birth
1058034850
Voter's Registration Number
30 JULY 2011
Date



14.

Signature
Street Address
City, County, State
Telephone Number

Printed Name
Date of Birth
Voter's Registration Number
Date

15.

Signature
Street Address
City, County, State
Telephone Number

Printed Name
Date of Birth
Voter's Registration Number
Date

16.

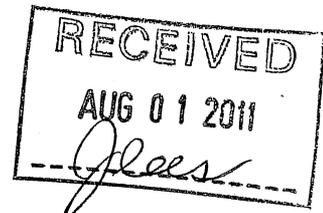
Signature
Street Address
City, County, State
Telephone Number

Printed Name
Date of Birth
Voter's Registration Number
Date

17.

Signature
Street Address
City, County, State
Telephone Number

Printed Name
Date of Birth
Voter's Registration Number
Date



18.

Joseph D Weaver
Signature

705 Karen St
Street Address

Copperas Cove, Coryell, TX
City, County, State

254-547-9208
Telephone Number

Joseph D Weaver
Printed Name

9-28-59
Date of Birth

Voter's Registration Number

7-31-11
Date

NOT
on
voter
list

19.

Gary Kelly
Signature

1507 Virginia Ave
Street Address

Copperas Cove, Coryell TX
City, County, State

254-547-0434
Telephone Number

GARY Kelly
Printed Name

5-18-65
Date of Birth

1057623734
Voter's Registration Number

7-31-11
Date

✓

20.

[Signature]
Signature

1505 VIRGINIA AVE
Street Address

COPPERAS COVE, CORYELL TX
City, County, State

(254) 281-3387
Telephone Number

MARTIN ZELCAR
Printed Name

11-12-57
Date of Birth

1057776375
Voter's Registration Number

7-30-11
Date

✓

21.

[Signature]
Signature

701 DIANNE DR.
Street Address

CORPELL
City, County, State

76582
City, County, State

254 542 4479
Telephone Number

STEWART A. BIRFORD
Printed Name

4-29-59
Date of Birth

1157899668
Voter's Registration Number

30 Jul 20 11
Date

✓

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22.

Signature _____

Printed Name _____

Street Address _____

Date of Birth _____

City, County, State _____

Voter's Registration Number _____

Telephone Number _____

Date _____

23.

Signature _____

Printed Name _____

Street Address _____

Date of Birth _____

City, County, State _____

Voter's Registration Number _____

Telephone Number _____

Date _____

24.

Signature _____

Printed Name _____

Street Address _____

Date of Birth _____

City, County, State _____

Voter's Registration Number _____

Telephone Number _____

Date _____

25.

Signature _____

Printed Name _____

Street Address _____

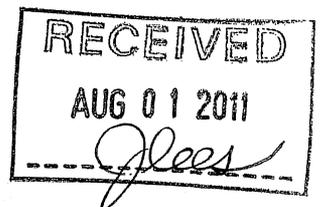
Date of Birth _____

City, County, State _____

Voter's Registration Number _____

Telephone Number _____

Date _____



THE STATE OF TEXAS

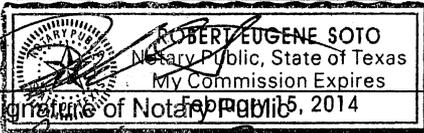
COUNTY OF CORYELL:

Affidavit of Circulator

I, Diana P. Velasco, being first duly sworn, on oath depose and say that I and I only personally circulated the attached pages of this petition, that each signature hereon is the genuine signature of the person as is written, and that no signatures have been placed hereon more than forty-five (45) days prior to the filing of this petition.

Diana P. Velasco
Signature

Sworn and subscribed to before me on this 30 day of July, 2011.

 ROBERT EUGENE SOTO
Notary Public, State of Texas
My Commission Expires
February 15, 2014
Signature of Notary Public

Robert E. Soto
Printed Name

2/15/2014
My Commission Expires

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STATE OF TEXAS §

COUNTY OF CORYELL §

PETITION

TO: Mayor and City Council, City of Copperas Cove, Texas.

We, the undersigned duly qualified voters of the City of Copperas Cove, Coryell County, State of Texas, present this petition to the Mayor and the City Council of Copperas Cove, Texas; and respectfully request the following proposition be submitted forthwith to a vote of the people of the City of Copperas Cove, at a special election to be held in accordance with Texas Local Government Code, Chapter 143, the Texas Election Code, and the Copperas Cove City Charter.

The proposition to read as follows:

FOR Adoption of the fire fighters' and police officers' civil service law for the Copperas Cove Fire Department.

AGAINST Adoption of the fire fighters' and police officers' civil service law for the Copperas Cove Fire Department.

Each of the undersigned states that he/she personally signed this petition; that he/she has not signed any other petition of the same measure; that he/she is a qualified voter of the City of Copperas Cove, Texas; that his/her place of residence in said City and State including street and number is correctly written after his/her name; that he/she has read the said petition and understands the same, which petition is part hereof.

1. Dominique Boush
 Signature

Street Address
Copperas Cove, TX
 City, County, State

254-813-6064
 Telephone Number

Dominique Boush
 Printed Name

4-6-78
 Date of Birth

7-30-11
 Voter's Registration Number

Date

not on voter list

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 Gless

2. Elizabeth J Vandusen
Signature
5019 Teal St
Street Address
Killeen TX 76541
City, County, State
254-291-5752
Telephone Number

Elizabeth J Vandusen
Printed Name
8-14-75
Date of Birth
7-30-11
Voter's Registration Number
Date

not on voter list

3. ~~Wayne Doyle
Signature

Street Address

City, County, State

Telephone Number~~

~~WAYNE DOYLE
Printed Name

Date of Birth

Voter's Registration Number
Date~~

4. Wayne Christopher Doyle
Signature
611 South 3rd St
Street Address
Coppell TX 76501
City, County, State
254-223-1779
Telephone Number

WAYNE Christopher Doyle
Printed Name
09-28-66
Date of Birth
1058012282
Voter's Registration Number
30 Jul 2011
Date

verified

✓

5. _____
Signature

_____ Street Address

_____ City, County, State

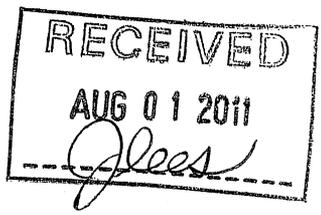
_____ Telephone Number

Printed Name

_____ Date of Birth

_____ Voter's Registration Number

_____ Date



6.

Signature

Printed Name

Street Address

Date of Birth

City, County, State

Voter's Registration Number

Telephone Number

Date

7.

Signature

Printed Name

Street Address

Date of Birth

City, County, State

Voter's Registration Number

Telephone Number

Date

8.

Signature

Printed Name

Street Address

Date of Birth

City, County, State

Voter's Registration Number

Telephone Number

Date

9.

Signature

Printed Name

Street Address

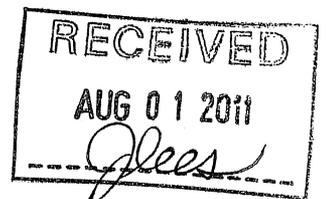
Date of Birth

City, County, State

Voter's Registration Number

Telephone Number

Date



10.

Signature _____

Printed Name _____

Street Address _____

Date of Birth _____

City, County, State _____

Voter's Registration Number _____

Telephone Number _____

Date _____

11.

Signature _____

Printed Name _____

Street Address _____

Date of Birth _____

City, County, State _____

Voter's Registration Number _____

Telephone Number _____

Date _____

12.

Signature _____

Printed Name _____

Street Address _____

Date of Birth _____

City, County, State _____

Voter's Registration Number _____

Telephone Number _____

Date _____

13.

Signature _____

Printed Name _____

Street Address _____

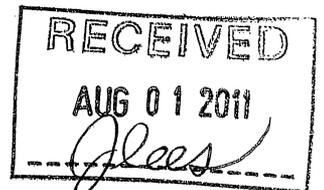
Date of Birth _____

City, County, State _____

Voter's Registration Number _____

Telephone Number _____

Date _____



61

14.

Signature _____

Printed Name _____

Street Address _____

Date of Birth _____

City, County, State _____

Voter's Registration Number _____

Telephone Number _____

Date _____

15.

Signature _____

Printed Name _____

Street Address _____

Date of Birth _____

City, County, State _____

Voter's Registration Number _____

Telephone Number _____

Date _____

16.

Signature _____

Printed Name _____

Street Address _____

Date of Birth _____

City, County, State _____

Voter's Registration Number _____

Telephone Number _____

Date _____

17.

Signature _____

Printed Name _____

Street Address _____

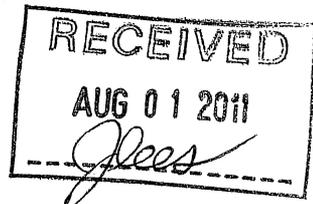
Date of Birth _____

City, County, State _____

Voter's Registration Number _____

Telephone Number _____

Date _____



62

18.

Signature _____

Printed Name _____

Street Address _____

Date of Birth _____

City, County, State _____

Voter's Registration Number _____

Telephone Number _____

Date _____

19.

Signature _____

Printed Name _____

Street Address _____

Date of Birth _____

City, County, State _____

Voter's Registration Number _____

Telephone Number _____

Date _____

20.

Signature _____

Printed Name _____

Street Address _____

Date of Birth _____

City, County, State _____

Voter's Registration Number _____

Telephone Number _____

Date _____

21.

Signature _____

Printed Name _____

Street Address _____

Date of Birth _____

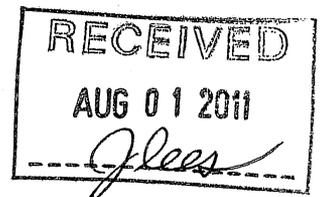
City, County, State _____

Voter's Registration Number _____

Telephone Number _____

Date _____

63



22.

Signature _____

Printed Name _____

Street Address _____

Date of Birth _____

City, County, State _____

Voter's Registration Number _____

Telephone Number _____

Date _____

23.

Signature _____

Printed Name _____

Street Address _____

Date of Birth _____

City, County, State _____

Voter's Registration Number _____

Telephone Number _____

Date _____

24.

Signature _____

Printed Name _____

Street Address _____

Date of Birth _____

City, County, State _____

Voter's Registration Number _____

Telephone Number _____

Date _____

25.

Signature _____

Printed Name _____

Street Address _____

Date of Birth _____

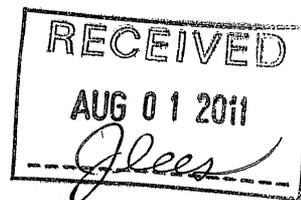
City, County, State _____

Voter's Registration Number _____

Telephone Number _____

Date _____

64



THE STATE OF TEXAS

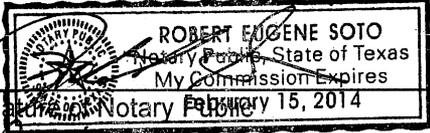
COUNTY OF CORYELL:

Affidavit of Circulator

I, Dean P Helge, being first duly sworn, on oath depose and say that I and I only personally circulated the attached pages of this petition, that each signature hereon is the genuine signature of the person as is written, and that no signatures have been placed hereon more than forty-five (45) days prior to the filing of this petition.

Dean P Helge
Signature

Sworn and subscribed to before me on this 30 day of July, 2011.


Signature of Notary Public

Robert R. Soto
Printed Name

2/15/2014
My Commission Expires

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**Verification Summary of Petition received on August 1, 2011
Seeking adoption of the fire fighters' and police officers' civil service law
for the Copperas Cove Fire Department**

| Page Number | Number of Signatures on Page | Number of Signatures Rejected on Page | Reason(s) for Rejection | Other |
|-------------|------------------------------|---------------------------------------|-------------------------------------|------------------------------------|
| 1 | 0 | | | Affidavit of Petitioners Committee |
| 2 | 1 | | | |
| 3 | 4 | | | |
| 4 | 4 | | | |
| 5 | 4 | 2 | County not stated/Not on voter list | |
| 6 | 4 | 2 | Not on voter list/County not stated | |
| 7 | 2 | | | |
| 8 | 0 | | | No signatures on entire page |
| 9 | 0 | | | Affidavit of Circulator - Helgren |
| 10 | 1 | | | |
| 11 | 4 | | | |
| 12 | 4 | 1 | Not on voter list | |
| 13 | 4 | 1 | Not on voter list | |
| 14 | 4 | | | |
| 15 | 2 | 1 | Not on voter list | |
| 16 | 0 | | | No signatures on entire page |
| 17 | 0 | | | Affidavit of Circulator - Cummings |
| 18 | 1 | | | |
| 19 | 4 | | | |
| 20 | 4 | | | |
| 21 | 4 | | | |
| 22 | 4 | | | |
| 23 | 4 | | | |
| 24 | 2 | | | |
| 25 | 0 | | | Affidavit of Circulator - Wright |
| 26 | 1 | 1 | Not on voter list | |
| 27 | 4 | 1 | Not on voter list | |
| 28 | 4 | 3 | Not on voter list | |
| 29 | 4 | 1 | Not on voter list | |
| 30 | 4 | 1 | Not on voter list | |
| 31 | 4 | | | |
| 32 | 4 | 3 | Not on voter list | |
| 33 | 0 | | | Affidavit of Circulator - Freyer |
| 34 | 1 | 1 | Not on voter list | |
| 35 | 4 | 2 | Not on voter list | |
| 36 | 4 | 2 | Not on voter list | |
| 37 | 3 | 1 | Not on voter list | |
| 38 | 4 | 1 | Not on voter list | |
| 39 | 4 | | | |
| 40 | 3 | | | |
| 41 | 0 | | | Affidavit of Circulator - Stockman |
| 42 | 1 | | | |
| 43 | 4 | 3 | Not on voter list | |
| 44 | 1 | | | |
| 45 | 0 | | | No signatures on entire page |
| 46 | 0 | | | No signatures on entire page |
| 47 | 0 | | | No signatures on entire page |
| 48 | 0 | | | No signatures on entire page |
| 49 | 0 | | | Affidavit of Circulator - Cummings |
| 50 | 1 | 1 | Not on voter list | |
| 51 | 4 | | | |
| 52 | 3 | | | |
| 53 | 4 | | | |
| 54 | 0 | | | No signatures on entire page |
| 55 | 4 | 1 | Not on voter list | |
| 56 | 0 | | | No signatures on entire page |
| 57 | 0 | | | Affidavit of Circulator - Helgren |
| 58 | 1 | 1 | Not on voter list | |
| 59 | 2 | 1 | Not on voter list | |
| 60 | 0 | | | No signatures on entire page |
| 61 | 0 | | | No signatures on entire page |
| 62 | 0 | | | No signatures on entire page |
| 63 | 0 | | | No signatures on entire page |
| 64 | 0 | | | No signatures on entire page |
| 65 | 0 | | | Affidavit of Circulator - Helgren |
| | 134 | 31 | | |

August 29, 2011

To Petitioners Committee:

Ronnie Dwane Cummings
1222 Ritter Street
Copperas Cove, TX 76522

James Doyle Stockman
1201 Virginia Avenue
Copperas Cove, TX 76522

Steven D. Wright
1201 Collins Street
Copperas Cove, TX 76522

Edith S. Freyer
710 Ash Street
Copperas Cove, TX 76522

Dianna P. Helgren
1201 Virginia Avenue
Copperas Cove, TX 76522

Re: Petition received on August 1, 2011 seeking adoption of the fire fighters' and police officers' civil service law for the Copperas Cove Fire Department.

Dear Petitioners Committee:

This letter serves as your notification of the verification results of the above-named petition.

The petition submitted contains a total of 65 pages. Included within those pages were an Affidavit of Petitioners Committee, Petition pages, and Affidavits of Circulators. Since the pages were not numbered consecutively, the City Secretary's Office hand-numbered the pages 1-65 at the bottom of each page in the exact order in which they were submitted.

Texas Local Government Code Section 143.004 (b) states the following:

If the governing body of the municipality receives a petition requesting an election that is signed by a number of qualified voters of the municipality equal to at least 10 percent of the number of voters who voted in the most recent municipal election, the governing body shall order an election submitting to the voters the question of whether this chapter should be adopted. The election must be held on the first authorized uniform election date prescribed by Chapter 41, Election Code, that occurs after the petition is filed and that allows sufficient time to comply with other requirements of law.

In the most recent municipal election, held on May 14, 2011, a total of 700 voters voted, therefore, a total of 70 signatures are required on the petition submitted. The petition contained a total of 134 signatures, of which 31 signatures were rejected, leaving a total of 103 valid signatures. A page by page summary of the verification is enclosed with this letter.

Section 3.09 of the City Charter of the City of Copperas Cove states:

Within twenty (20) business days after an initiative, referendum or recall petition is filed, the city secretary shall determine whether such petition is signed by a sufficient number of qualified voters and has proper affidavit(s). After completing examination of the petition, the city secretary shall certify the results to the city council at its next regular meeting. If such petition is insufficient, the city secretary shall set forth in a certificate the particulars in which it is insufficient, and an additional ten (10) days shall be allowed in which to file an amendment or supplement that will correct the deficiency. No petition, once amended, may be amended again.

The petition will be certified to the City Council as sufficient at the next regular City Council meeting at 7:00 p.m. on September 6, 2011. The meeting is in Copperas Cove City Hall Council Chambers, 507 South Main Street, Copperas Cove, TX 76522. At the same meeting, the City Council will consider a resolution to order an election to be held on November 8, 2011.

If you have any questions regarding this letter or the process of verification, please don't hesitate to contact me.

Sincerely,

Jane Lees, TRMC, CMC
City Secretary

SUBJECT

Consideration and action on a resolution to order a special election on November 8, 2011; establishing polling locations; naming an Election Judge and Alternate Election Judge for Precinct 1 in Lampasas County; authorizing the City Secretary to contract with Coryell county to conduct a joint election; and establishing procedures for said Election. **Jane Lees, City Secretary**

BACKGROUND/HISTORY

The City received a petition on August 1, 2011 seeking to hold a special election to adopt the fire fighters' and police officers' civil service law for the Copperas Cove Fire Department.

The petition was certified to the City Council in the prior agenda item as being sufficient.

Local Government Code, Section 143.004 states that if the petition is found to be sufficient, the governing body shall order an election to be held on the first authorized uniform election date prescribed by the Election Code, Chapter 41, as long as there is sufficient time to comply with other requirements of law.

FINDINGS/CURRENT ACTIVITY

The next authorized uniform election date is November 8, 2011. The election calendar for a city holding an election on November 8, 2011 states that September 7, 2011 (62nd day before Election Day) is the statutory last day for ordering an election. Preclearance of the election through the Department of Justice (DOJ) is typically done no less than 60 days prior to an election. The City is able to meet the deadline for ordering the election as well as submitting the election to be reviewed by the DOJ. Since the ballot will contain one proposition and a candidate filing period does not have to be considered, the City will be able to comply with Election Law to hold the election on November 8, 2011.

The proposition on the ballot for the election shall read as follows:

FOR Adoption of the firefighters' and police officers' civil service law for the Copperas Cove Fire Department.

AGAINST Adoption of the firefighters' and police officers' civil service law for the Copperas Cove Fire Department.

The attached Resolution contains all the particulars to order and establish procedures for holding the election.

ACTION OPTIONS/RECOMMENDATION

City staff recommends that the City Council approve Resolution No. 2011-35, ordering, establishing polling locations, naming a Judge and Alternate Judge for Lampasas County Precinct 1; authorizing the City Secretary to contract with Coryell County to conduct a joint election and establishing procedures for a Special Election on November 8, 2011 in Copperas Cove, Texas.

Funds available Y/N?: Y

FINANCIAL IMPACT:

An amendment to the City Manager's Proposed Budget for Fiscal Year 2011-2012 includes \$10,000 for a November 2011 special election.

Attachments

Resolution

RESOLUTION NO. 2011-35

A RESOLUTION AND ORDER OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, ORDERING A SPECIAL ELECTION ON NOVEMBER 8, 2011; ESTABLISHING POLLING LOCATIONS; NAMING AN ELECTION JUDGE AND ALTERNATE ELECTION JUDGE FOR PRECINCT 1 IN LAMPASAS COUNTY; AUTHORIZING THE CITY SECRETARY TO CONTRACT WITH CORYELL COUNTY TO CONDUCT A JOINT ELECTION; AND ESTABLISHING PROCEDURES FOR SAID ELECTION.

WHEREAS, the City of Copperas Cove received a petition on August 1, 2011, seeking an election to be held submitting to voters the question of whether Chapter 143 of Local Government Code, Municipal Civil Service for Firefighters and Police Officers, should be adopted for the Copperas Cove Fire Department; and

WHEREAS, the petition was verified in accordance with Chapter 277 of the Texas Election Code and the Copperas Cove City Charter and declared to be sufficient by the City Secretary on August 29, 2011; and

WHEREAS, the City Secretary certified the petition to the City Council at its' regular Council Meeting on September 6, 2011; and

WHEREAS, the laws of the State of Texas and the Charter of the City of Copperas Cove provide that on November 8, 2011, a uniform election date, there shall be an election to submit to the voters consideration of the petitioners request; and

WHEREAS, the laws of the State of Texas and the Charter of the City of Copperas Cove, further provide that the Election Code of the State of Texas is applicable to said elections and in order to comply with said code, a Resolution and Order of Election for the Special Election should be passed establishing the procedure to be followed in said elections as outlined below.

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

1. That the proposition on the ballot for the November 8, 2011 election shall read as follows:

FOR Adoption of the firefighters' and police officers' civil service law for the Copperas Cove Fire Department.

AGAINST Adoption of the firefighters' and police officers' civil service law for the Copperas Cove Fire Department; and

2. That only resident qualified voters of said City of Copperas Cove shall be eligible to vote.

3. Early Voting:

a. That Early Voting for said election shall be held at the following location:

City of Copperas Cove – City Hall
507 South Main Street
Copperas Cove, TX 76522

b. That Early Voting shall be held on the following days, dates and times:

| | | |
|-----------|------------------|--------------|
| Monday | October 24, 2011 | 8 am to 5 pm |
| Tuesday | October 25, 2011 | 7 am to 7 pm |
| Wednesday | October 26, 2011 | 8 am to 5 pm |
| Thursday | October 27, 2011 | 8 am to 5 pm |
| Friday | October 28, 2011 | 8 am to 5 pm |
| Monday | October 31, 2011 | 8 am to 5 pm |
| Tuesday | November 1, 2011 | 8 am to 5 pm |
| Wednesday | November 2, 2011 | 8 am to 5 pm |
| Thursday | November 3, 2011 | 7 am to 7 pm |
| Friday | November 4, 2011 | 8 am to 5 pm |

c. That Jane Lees, City Secretary, shall conduct early voting, appointing deputy early voting clerks to assist her as needed. Early voting clerks will be paid by the City of Copperas Cove.

d. That all applications for ballot by mail shall be mailed to City Secretary, P.O. Drawer 1449, Copperas Cove, Texas 76522.

e. That the first day applications for voting by mail ballot may be accepted is September 9, 2011.

f. That the last day to receive applications from voters in person for a ballot to be voted by mail is October 21, 2011.

g. That the last day to receive applications by mail for a ballot to be voted by mail is November 1, 2011.

h. That all ballots shall be prepared in accordance with Texas Election Code. Paper ballots shall be used for early voting by mail and paper ballots and the eSlate Direct Recording Electronic (DRE) Voting System shall be used for

early voting by personal appearance, both of which are part of the eSlate DRE Voting System.

4. Election Day Voting:

- a. That Election Day voting for said election shall be held at the following locations:

CORYELL COUNTY RESIDENTS OF THE CITY OF COPPERAS COVE

Copperas Cove County Annex
201 South 2nd Street
Copperas Cove, TX 76522

LAMPASAS COUNTY RESIDENTS OF THE CITY OF COPPERAS COVE

Clear Creek Baptist Church
3350 FM 2657
Copperas Cove, TX 76522

- b. That the polling places shall be open on Election Day, November 8, 2011, from 7:00 a.m. to 7:00 p.m.
- c. That Election Day voting shall be conducted by Coryell County.
- d. That Election Day Judges and Clerks at the Copperas Cove County Annex polling location will be appointed and paid by Coryell County.
- e. That Election Day Judges and Clerks at the Clear Creek Baptist Church polling location will be appointed and paid by the City of Copperas Cove.
- f. That Rita Burgess is hereby named the Presiding Election Judge and is to be paid the sum of \$10 per hour; and that Rosie Moyna is hereby named the Alternate Presiding Election Judge and is to be paid the sum of \$8 per hour. If the Presiding Election Judge is unable to conduct the election, the Alternate Presiding Judge will become the Presiding Election Judge and will be paid \$10 per hour.
- g. That one additional clerk shall be appointed by the Presiding Election Judge for the Clear Creek Baptist Church polling location.
- h. That all ballots shall be prepared in accordance with Texas Election Code.
- i. Paper ballots and the eSlate Direct Recording Electronic (DRE) Voting System shall be used for Election Day voting, both of which are part of the eSlate DRE Voting System at the Copperas Cove County Annex polling location.

- j. The eSlate Direct Recording Electronic (DRE) Voting System shall be used for Election Day voting at the Clear Creek Baptist Church polling location.

5. That the election shall be held in accordance with the Elections Code and the State of Texas. Notice of said elections shall be given in accordance with the terms and provisions of the Elections Code and the City Secretary is hereby instructed to have said notice posted and published in accordance with state law. A copy of this order shall also serve as a Writ of Election, which shall be delivered to the above City-appointed Election Judges for the Precinct 1 Lampasas County polling location.

6. That the City Council hereby authorizes the City Secretary enter into a contract with Coryell County to conduct a joint election on November 8, 2011, and authorizes other expenditures as necessary for the conduct of the election.

PASSED, APPROVED, AND ADOPTED on this 6th day of September 2011, at a regular meeting of the City Council of the City of Copperas Cove, Texas which meeting was held in compliance with the Open Meetings Act, *Tex. Gov't. Code, §551.001, et.seq.* at which meeting a quorum was present and voting.

John Hull, Mayor

ATTEST:

Jane Lees, City Secretary

APPROVED AS TO FORM:

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

SUBJECT

Consideration and action on an appointment to the Copperas Cove Economic Development Corporation (CCEDC) Board of Directors, Position 5. **Polo Enriquez, CCEDC Executive Director**

BACKGROUND/HISTORY

Copperas Cove Economic Development Corporation was founded on August 7, 1990. The fiscal year for the Corporation is from October 1 through September 30. CCEDC Board Members are appointed to three year terms by the City Council, as per the Economic Development Act of 1979.

FINDINGS/CURRENT ACTIVITY

The CCEDC Board is made up of five members whose appointed terms are filled on a staggered basis.

The City has received applications from five interested individuals seeking appointment to the CCEDC Board of Directors. Those applications are attached for your consideration and include the following:

- John F. Gallen
- Mark Peterson
- Roger 'ODie' O'Dwyer
- Daniel T. Vanderpoel
- Ira Brand
- Frank D. Somera, Jr.
- James Stockman

ACTION OPTIONS/RECOMMENDATION

CCEDC Board recommends action on appointing an individual to the Copperas Cove Economic Development Corporation (CCEDC) Board of Directors, Position Five, to fill a vacancy for a term ending September 30, 2014.

Attachments

Applicants

Candidate Application for City Council-Appointed Boards & Commissions

A City Council subcommittee will conduct interviews of applicants interested in serving on a City board and/or commission. The interviews will be open to the public. Information disclosed on this application or any other attached document may be disclosed in public meetings. Please print clearly.

Please attach your resume.

received
5/28/09 J. Dees
logged

Board Preference 1: EDC

Board Preference 2: P&Z

Name: John F. Gallen

Street Address: 2401 Veterans Avenue

City Resident: 21 years Personal E-Mail: jgallen@hot.rr.com

Home Phone: 542-2107 Home Fax: _____

Profession: High School Teacher

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:

8+ years P&Z, 4 Bd of Agd 6+ years city councilman

Civic Activities/Professional Affiliations Friends of the Library, professional education orgns

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.

John F. Gallen
Signature

5/28/09
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
7/29/09
logged

Please attach your resume (optional).

Board Preference 1: HOTEL/MOTEL TAX COMMITTEE

Board Preference 2: EDC BOARD

Name: MARK PETERSON

Street Address: 3008 SUNDOWN LN.

City Resident: 9 years Personal E-Mail: MPETERSON@CBUNITED.COM

Primary Phone: 254-371-9649 Home Fax: _____

Profession: RETIRED MILITARY

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:

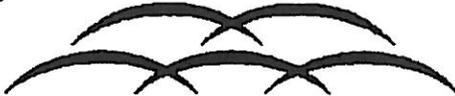
SERVED ON CITY COUNCIL FOR 15 MONTH AND
GREAT KNOWLEDGE OF HOW THESE BOARDS WORK

Civic Activities/Professional Affiliations BOARD OF DIRECTOR FOR CHAMBER
OF COMMERCE, EXCHANGE CLUB, CCISD FESABILITY
COMMITTEE

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.

Mark Peterson 2950209
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
7/29/09
J. Green

Please attach your resume ^{as} optional. INCLUDED

Board Preference 1: COPPERAS COVE ECONOMIC DEVELOPMENT CORP.

Board Preference 2: _____

Name: ROGER "ODIE" O'DWYER

Street Address: 1703 HIGHLAND DRIVE

City Resident: 37 years Personal E-Mail: R.ODWYER@HOTMAIL.COM

Primary Phone: 254-547-7354 Home Fax: 254-547-4906

Profession: RETIRED AEROSPACE MANAGER

Business Name: _____

Business Address: _____

City: _____ State _____ Zip: _____

^{CELL} Business Phone: 254-394-0339 Business Fax: _____

Business E-Mail: _____

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

MAYOR, COUNCIL MEMBER, NEW BUSINESS DEVELOPMENT COURSE (LADD) WON 2 CONTRACTS (\$M) RANGE

Civic Activities/Professional Affiliations SEE RESUME

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.

Bob Dwyer
Signature

7/29/09
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"

Resume/Biographical Facts

July 29, 2009

Name: Roger "ODie" O'Dwyer

Married to: Carole a retired CCISD Chemistry teacher, 5 children, 10+ grandchildren
Retired US Army (LTC); and, Lockheed Advanced Development Company
Education: BS ElecEngr, MS ElecEngr, MBA in City Management

Previous:

Council 83-86
CCISD Board 3 years
P&Z 13 years mixed (3 yrs Chairman)
Board of Adjustment 5 years mixed (3 years Chairman)
CTCOG 06 - 08
Mayor 06-08

Civic Service:

Big Brothers 2 years; Boy Scout Leader 14 years (3 years as Institutional Rep)
CERT 3 years; CCCPAAA 4 years; Comprehensive City Plan 93-96; Cove House Board 5 years
Exchange Clubs (Outstanding President 96 CCEXC); District (State) President 98
Hunting Safety Educator 18 years; Little League Baseball Coach 4 years; Meals on Wheels 6 years
Oktober Fest Committee 8 years; PTSD Coordinator 2 years; Pop Warner Football Coach 6 years
Rabbit Fest (co-originator 1 of 5) 6 years on Committee; Weekly reader (6 hours) at Halstead School
17 years

Life Member of:

82nd ABN Div Assn.; American Legion; Disabled American Veterans; KofC; MOAA; NRA
NTFA/TTFHA; Texas Hunter Education Assn.; Veterans of Foreign Wars (Youth Chair 9 year's local,
3 years District)

Member of:

AARP Chapter 1359 (Currently President); AUSA; Chambers of Commerce Cove and Killeen
LINN (Living in the New Normal); NAACP; Quarterback Club; USO

Awards/Recognition

Military:

Legion of Merit; Bronze Star (1OLC); Air Medal; Joint Services Commendation Medal; Army
Commendation Medal (1OLC); Good Conduct Medal; Vietnamese Cross of Gallantry with Palm
Medalha do Pacificador (Brasil)

Civilian:

Hunter Education Hall of Fame
Outstanding Fellow of Univ. of Alabama (Electrical Engineer)
Noon Exchange Citizen of the Year

Published in MBA Journal: "How Fort Hood Came to Be" (Paper used in MBA requirements)

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.

2/15/11
Jless
logged

Please attach your resume (optional).

Board Preference 1: ECONOMIC DEVELOPMENT

Board Preference 2: PLANNING & ZONE COMMISSION

Name: DANIEL T. VANDERPOEL

Street Address: 2222 Phyllis DR

City Resident: 2 years Personal E-Mail: danlouraj@aol.com

Primary Phone: 830-584-3248 Home Fax: _____

Profession: SALES/MARKETING

Business Name: GULF COAST PAPER CO

Business Address: 2400 INDUSTRIAL BLVD

City: TEMPLE State TX Zip: 76504

Business Phone: 254-778-6793 Business Fax: 254-774-8831

Business E-Mail: dvanderpoe1@gulfcoastpaper.com

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

Experience working with city government in starting 2 production facilities. Budget & purchasing responsibilities

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.

Daniel T. Vanderpoel
Signature

2/15/11
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"

Daniel T. Vanderpoel

2222 Phyllis Dr. Copperas Cove, TX 76522 ♦ (254) 577-5595 ♦

DanLauraJ@aol.com

Objective

Experienced, high energy sales professional seeking a position within your company to enhance product growth and further develop a loyal customer base for ensured long term future success.

Professional Experience

Outside Sales/ Office Supply Specialist

2009- Current

Gulf Coast Paper Co Inc, Temple, TX

Successfully, increased annual gross sales and net profit by more than 30% in the office supply division while streamlining the order process, effective customer communication and fostering a team atmosphere.

Account Executive

2007- 2009

Silver Creek Homes, Henrietta, TX

Increased product representation of a low to mid price point manufactured housing product throughout Texas and the entire state of New Mexico by developing solid business relationships, providing accurate communication and developing product based on customer needs. Effectively grew assigned territory to be the top producer in the business.

Regional Sales Manager/ Purchasing Manager

2005- 2007

Cavco Industries, Seguin, TX

Assisted in developing a manufacturing facility start up to include product market plan, budget management and team building activities critical to long term facility success and profit.

Performed market research using detailed statistical information and forecasted projections which were presented to the Chief Executive Officer of the corporation.

Procurement Manager

2003- 2005

Clayton Homes, Hodgenville, KY

Trained, managed and lead a team to responsibly purchase, schedule and track cost incurred on raw materials for the production of manufactured housing. Planned, forecasted, executed and monitored annual and monthly budgets to include Purchase Price Variance, Cash Discounts, Supplier Rebates, Inventory Adjustments, Damaged and Obsolete Material devaluation and cost of labor.

Education

Central Texas College, Killeen, TX

Bachelor of Business Administration- Finance

Intended Graduation: May 2013

Daniel T. Vanderpoel

2222 Phyllis Dr. Copperas Cove, TX 76522

Home Phone- (254) 577-5595 Cell Phone- (830) 534-3248 E-Mail- DanLauraJ@aol.com

Purchasing Management & Estimating Profile

Accurate Material Quantity Take-offs/ Cost Estimating and Accounting/ Budget Forecast, Preparation and Planning/ Project Material, Equipment and Labor Scheduling/ Safety Focused and Awareness Planning and Training/ Team Building and Leadership Development/ General Construction Management/ Price, Term and Delivery Negotiations/ Vendor, Customer and Subcontractor Management/ Product and Material Quality Inspection and Training/ Performance Training, Development and Tracking/ Inventory Monitoring and Usage Tracking Procedures/ Accounts Payable, Receivable and Invoice Coding Management and Training / JIT Purchasing and Scheduling Procedures

Professional Experience

Silver Creek Homes, Henrietta, TX
Account Executive

2007- 2009

Key member employed to develop and to improve product representation in critical market areas with weak or non-existent market share. Develop key relationships with large national account retail location owners and investors to provide future business and growth within the manufactured home industry.

- **Business Development-** Implemented a cold call process with key existing and new retailers to work them from prospect to stocking and selling retail locations.
- **Marketing Analysis and Plan Development-** With the statistics provided by Texas Manufactured Housing Association and the Manufactured Housing Institute, define key market area needs, plan project and product development to actively seek additional representation.
- **Customer Development-** Actively trained and assisted in setting performance based goals for each location to advance and increase total retailer market share.

Bluebonnet Ford, New Braunfels, TX
Sales Representative

2007- 2007

Actively presented and demonstrated safety, quality and performance features on new vehicles to prospective customers.

- **Sales Performance-** Consistently exceeded sales goals of 10 vehicles per month, by producing 13 deals the first month, 22 deals the second month and averaging over 15 sales per month after that.
- **High Impact Presentations-** Skillfully developed trust of prospective customers by listening and understanding the needs and applying it to the vehicle presentation.
- **Peer Recognition-** Selected by peers and management as Sales Representative of the Month.

Cavco Industries, Seguin, TX
Material Manager/ Sales Representative

2005- 2007

Key team member involved in facility start up which included developing, hiring and training management and support staff, planning and scheduling material, tool and equipment delivery, budget development planning and tracking start up and work status progress.

- **Budget Preparation- Management-** Developed, tracked, monitored facility start-up budgets and responsible for Profit and Loss forecasting and maintenance during normal operation. Included managing accounts payable department personnel, accounts receivable department personnel and reviewing all cost incurred and collected by facility.
- **Material Take- Offs and Cost Accounting-** Performed a detailed cost estimate on over 40 different model homes built and over 100 available options in various stages of facility production process to ensure accurate Bill of Materials and Cost Accounting.
- **Management-** Responsible for Accounts Payable/ Receivable Departments, Material Handling Department, Assistant Purchasing Manager, Outside Vendor and Subcontractor Responsibilities.

Clayton Homes, Multiple Locations

2003- 2005

Material Manager

Responsible for training, managing and leading a team to responsibly purchase, schedule and track cost incurred on raw materials for the production of manufactured housing, facility accounting procedures, create and consistently monitor base and option bill of materials and to conduct plant wide quarterly inventories. Planned, forecasted, executed and monitored annual and monthly budgets to include Purchase Price Variance, Cash Discounts, Supplier Rebates, Inventory Adjustments, Damaged and Obsolete Material devaluation and cost of labor.

- **Budget Management-** Accurately forecasted and tracked monthly and annual facility profitability, material cost and labor percentage which was presented to facility General Manager and Division President. Implementation of tracking and monitoring procedure allowed each manager to identify trouble areas and devise corrective action to maintain positive facility profitability.
- **Cost Accounting-** Identified inventory variance and facility profitability discrepancies by thoroughly performing and monitoring cost analysis on each base model and option produced in the production process. Developed and maintained sound process to permanently resolve inadequate cost accounting procedures. Experience with Timberline Costing Program.
- **Marketing Analysis and Plan Development-** Directly involved with General Manager and Sales Manager identifying the needs of our retail base customers and developing a cost effective plan to reach their needs and to maintain facility efficiency and profitability.
- **Strategic Partnerships-** Mentored two facilities Material Managers and successfully implemented Clayton Homes process and procedure by evaluation and then planning implementation with facility General Manager and Material Manager. Presented status and progress to Division Material Manager.
- **Inventory Procedures-** Planned, conducted and executed quarterly facility Inventory Procedures by gaining the support and understanding by every Manager, Team Leader and Associate employed. Results were presented to the facility General Manager and reviewed by Corporate Accounting Team.

Oakwood Homes, Killeen, TX

1998- 2003

Inventory Control Manager

Deeply involved key player in facility start up process responsible for purchase of tooling, plant layout and design, equipment and machinery purchases, interviewing, employing and team building, material requirement purchasing and planning and budget planning.

- **Team Building and Leadership-** Interviewed, employed, trained and built a highly motivated and successful team responsible for accepting raw material deliveries, handling materials, performing cycle counts and identifying material shortage and discrepancies. Several associates received promotions into management positions in other facilities.
- **Budget Management-** Developed, tracked, maintained and approved purchases requested for facility stock room and consumable requests made by management and department Team Leaders under tight predetermined budget constraints.
- **Purchase Procedure-** Responsible for 60% of all raw materials needed for the manufacturing process by skillfully adapting to and using the J.D. Edwards computer program and Material Requirement Planning (MRP) reports. Additionally J.D. Edwards reports used included materials Received Not Invoiced (RNI) and miscellaneous material based tracking tools.

Education

Central Texas College/ Texas A&M- Central Texas- Currently Attending

Associated General Contractors- Underlying Studies for Heavy/Civil Construction- Estimating

Shawano High School, Shawano, WI

US Army Supply Specialist School, Ft. Lee, VA

Leadership On The Line, Greensboro, NC

Negotiation Seminar, Austin TX

Clayton Homes Leadership Academy, Knoxville, TN

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
7/6/11
logged

REC
7-6-11

Board Preference 1: EDC

Board Preference 2: AM OTHERS

Name: IRA BRAND

Street Address: 503 HAYLOFT CIRCLE

City Resident: 18 years Personal E-Mail: IRA@HOT.RR.COM

Primary Phone: 254 247 7524 Home Fax: 254 547 8224

Profession: INSURANCE AGENCY OWNER

Business Name: BRAND FINANCIAL SERVICES

Business Address: 2312 E. HWY 190

City: COPPERAS COVE State TX Zip: 76522

Business Phone: 254 547 6300 Business Fax: 254 547 8224

Business E-Mail: IRABRAND@ALLSTATE.COM

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

SMALL BUSINESS OWNER, HAVE SERVED AND LEAD

MANY ORGANIZATIONS IN THE CITY, WORK WITH OTHERS

Civic Activities/Professional Affiliations BOYS AND GIRLS CLUB, CC EDUCATION FOUNDATION

PAST CHAMBER ED, PAST EXCHANGE CLUB PRESIDENT, ...

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

Signature

07 06 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"

Ira J. Brand, LUTCF

SUMMARY

I am an 18 year resident of Copperas Cove and have served and still serve it in many ways. See the community Service section of this resume. I am also a Multi Line Insurance Agency owner, highly trained sales and marketing professional who has achieved the Allstate and MetLife Presidents Conferences and the Million Dollar Round Table Level of production with vast experience as a leader and manager

EMPLOYMENT HISTORY

1973-1993, U.S. Army *First Sergeant*
1993-2001, MetLife Financial Services *Financial Planner*
2001-2004, Edward Jones Investments *Investment Representative*
2004-2007, PlanWell LiveWell Financial Services *Owner*
2007-Present, Brand Financial Services – Allstate *Agency Owner*

EXPERIENCE & SKILLS

Life, Health, Disability Insurance and Mutual Funds and Fixed and Variable Annuities since 1993.

Stock, Bonds and fee based Financial Plans in 1999.

Unit Investment Trusts, Municipal Unit Investment Trusts, Real estate investment trust since 2001.

Retirement plans from IRAs to 401(K) since 1994.

Personal Lines and Commercial Lines P&C insurance since 2004

EDUCATION

Bachelor Science Social Work, University of Maryland

Life Underwriters Training Counsel

MetLife Financial Training Institute

Edward Jones Investment Rep Training

IIAT Personal and Commercial Lines

Allstate Exclusive Agents Training

**COMMUNITY
ACTIVITIES**

Greeter Bibleway Missionary Baptist Church

Board Member Copperas Cove Boys and Girls Club

Commissioner Development District of Central Texas

**Member Bibleway M.B.C. and Holy Family Catholic Martin Luther King
community event Committee**

Member 2011 Coryell County Redistricting Committee

Member Apartment Association Central Texas

Past President Copperas Cove Morning Exchange Club

Past Chairman of the Board Copperas Cove Chamber of Commerce

Past Vic President Copperas Cove Education Foundation

Past Vic President of the Greater Fort Hood United Way

Past President Copperas Cove Boys and Girls Club

Past President of the Central Texas Life Underwriters Association

Past Member First Keep Copperas Cove Beautiful Commission

Past member of the First Copperas Cove Chamber Ambassadors

Past member of the CCISD site based decision committee

Past Member of the Ave E site based decision committee

**Past Vic President University of Central Texas Social Workers
Association**

Past Member of the initial Board of Director Killen Free Clinic

Meeting Date: 09/06/2011

SUBJECT

Consideration and action on approval of the Copperas Cove Economic Development Corporation FY2011-2012 Revised Budget. **Polo Enriquez, CCEDC Executive Director**

BACKGROUND/HISTORY

Attached is the CCEDC's FY 2011-2012 Revised 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 and revised at the CCEDC Board Meeting held August 25, 2011. The CCEDC Board approved the FY 2011-2012 Proposed Revised Budget on August 25, 2011.

ACTION OPTIONS/RECOMMENDATION

CCEDC Board of Directors recommends approval of the CCEDC Budget for FY2011-2012 that was approved on August 25, 2011.

Attachments

EDC Budget

Copperas Cove Economic Development Corporation

Revised Budget

FY 2011-2012

as of 08/23/11

| | | |
|---|--|------------------------|
| <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 | | \$ 1,200.00 |
| Digital Sign-Outside Sales | | \$ 55,000.00 |
| Digital Sign-Cinergy Cinemas | | \$ 6,000.00 |
| Property Sale (Shops at Five Hills -Phase I) | | \$ 900,000.00 |
| Total Income | | \$ 2,076,200.00 |
| <u>Expenses</u> | | |
| Personnel | | |
| Educational Assistance | | \$ 1,500.00 |
| Executive Director (Salary and designated expenses) | | \$ 93,600.00 |
| Business Development Director Salary | | \$ 44,238.00 |
| Office Administrator Salary | | \$ 36,356.00 |
| Part-time Employment (2 positions) | | \$ 40,000.00 |
| Medical Plan/Emp. Insurance | | \$ 27,000.00 |
| Payroll Expenses | | \$ 26,000.00 |
| Pension Plan | | \$ 20,000.00 |
| Workers Compensation Insurance | | \$ 1,000.00 |
| Salary Adjustment - COLA 1.5% | | \$ 3,213.00 |
| Total Personnel | | \$ 292,907.00 |
| Business Retention | | |
| Consultants (Business Retention) | | \$ 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

Revised Budget

FY 2011-2012

as of 08/23/11

| | | |
|---|-----------|-------------------|
| 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 (Marketing of CCEDC Properties) | \$ | 25,000.00 |
| Site 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

Revised Budget

FY 2011-2012

as of 08/23/11

| | | | |
|--|---|-----------|---------------------|
| | Technology Equipment Services | | |
| | Equipment | \$ | 1,500.00 |
| | Internet | \$ | 2,500.00 |
| | Website | \$ | 1,000.00 |
| | Maintenance/Service Calls | \$ | 7,500.00 |
| | Software | | |
| | Accounting | \$ | 1,200.00 |
| | Security | \$ | 500.00 |
| | Telephone | \$ | 8,500.00 |
| | Travel (Training) | \$ | 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 | \$ | 9,900.00 |
| | Total Digital Sign | \$ | 32,500.00 |
| | 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 | \$ | 1,174,367.00 |

Copperas Cove Economic Development Corporation

Revised Budget

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| Capital Projects | | |
|--|--|------------------------|
| <u>Shops at Five Hills (Phase 1)</u> | | |
| 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 |
| <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 |

Copperas Cove Economic Development Corporation

Revised Budget

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as of 08/23/11

Ending Fund Balance

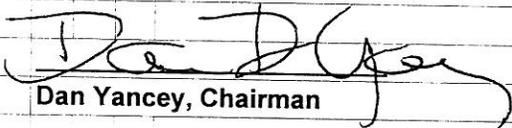
| | | |
|---|-----------|---------------------|
| Capital Project Funds * | \$ | 556,720.00 |
| Operating Fund ** | \$ | 3,141,358.00 |
| Debt Service Fund *** | \$ | 5,742.00 |
| Total Ending Fund Balance (Assets, Income, Expenses and Reserve Funds) | \$ | 3,703,820.00 |

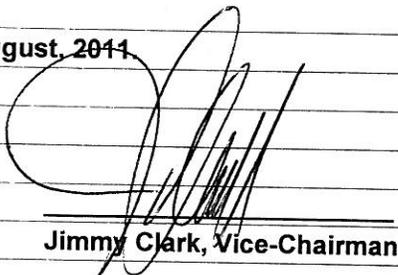
* Beginning Capital Fund Balance+Capital Income-Capital Expenditures

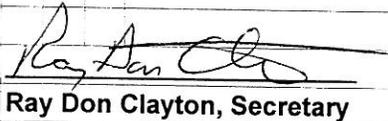
**Beginning Operating Fund Balance+Operating Income-Operating Expenses
(Ending Operating Fund does not include Debt Service Expenses)

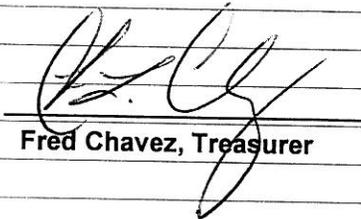
***Beginning Debt Service Balance+Debt Reserve Savings-Debt Service Expenses

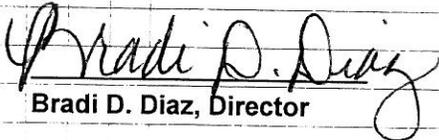
Passed and approved this the 25th day of August, 2011.


Dan Yancey, Chairman


Jimmy Clark, Vice-Chairman


Ray Don Clayton, Secretary


Fred Chavez, Treasurer


Bradi D. Diaz, Director

City Council Regular

L. 1.

Meeting Date: 09/06/2011

SUBJECT

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 of real property and consult with attorney regarding the purchase of real property - Dewald easement.

City Council Regular

L. 2.

Meeting Date: 09/06/2011

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.
