



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

*An agenda information packet is available for public inspection
in the Copperas Cove Public Library, City Hall and
on the City's Web Page, www.ci.copperas-cove.tx.us*

Notice is hereby given that a **Regular Council Meeting** of the City of Copperas Cove, Texas, will be held on the **1st day of July 2008 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. Presentation: Recognition and farewell to Council Member Frederick R. Harris, Place Six. **Robert L. Reeves, Mayor Pro Tem**
2. Presentation: Recognition and farewell to Council Member Frank D. Somera, Jr., Place Seven. **Robert L. Reeves, Mayor Pro Tem**
3. Oath of Office: The Oath of Office will be administered to Willie C. Goode. **F. W. "Bill" Price, Municipal Court Judge**
4. Oath of Office: The Oath of Office will be administered to Frank Seffrood. **F. W. "Bill" Price, Municipal Court Judge**
5. Proclamation: "Watch Your Car Awareness Month – July 2008. **Robert L. Reeves, Mayor Pro Tem**
6. Proclamation: "Code Compliance Month – July 2008. **Robert L. Reeves, Mayor Pro Tem**

F. CITIZENS FORUM At this time, citizens will be allowed to speak on any matter other than personnel matters, matters under litigation, or matters on the regular agenda, for a length of time not to exceed five minutes per person. Thirty minutes total has been allotted for this section.

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 will be considered separately.

1. Consideration and action on approval of minutes from the June 3, 2008 regular council meeting. **Jane Lees, City Secretary**
2. Consideration and action on approval of minutes from the June 17, 2008 regular council meeting. **Jane Lees, City Secretary**

H. PUBLIC HEARINGS/ACTION

1. Public hearing on Ordinance No. 2008-23, amending the 2007-08 fiscal year budget for the City of Copperas Cove. **Wanda Bunting, Director of Financial Services**

I. ACTION ITEMS

1. Consideration and action on the appointment of a mayor pro tem to serve for a period of one (1) year and who shall act as mayor during the absence or disability of the mayor. **Jane Lees, City Secretary**
2. Consideration and action on appointment of members to the Planning and Zoning Commission to fill vacancies. **Carl Ford, City Planner**
3. Consideration and action on appointment of members and alternates to fill vacancies on the Board of Adjustment. **Carl Ford, City Planner**
4. Consideration and action on approving Resolution No. 2008-23, authorizing the City Manager to enter into a tax-exempt lease agreement with Chase Equipment Leasing in the amount of \$314,003.34 for a term of four years on the equipment and three years on the software with an interest rate of 3.48 percent. **Wanda Bunting, Director of Financial Services**
5. Consideration and action to authorize the City Manager to enter into a lease purchase agreement for Golf Course equipment. **Mike Chandler, Golf Course General Manager**

6. Consideration and action on Ordinance No. 2008-22, amending Personnel Policy No. 510 – Family and Medical Leave Act. ***Kelli Sames, Human Resources Director***

J. STAFF REPORTS

1. Municipal Update – Fiscal Year 2007-08. ***Wanda Bunting, Director of Financial Services***
2. Capital improvements update. ***Andrea M. Gardner, City Manager***

K. REPORTS OF ADVISORY COMMITTEES AND BOARDS – None.

L. ITEMS FOR FUTURE AGENDAS

M. EXECUTIVE SESSION

1. Pursuant to §551.074 of the Open Meetings Act. *Tex. Gov't Code*, Council will meet in Executive Session to discuss the duties and responsibilities of the City Attorney.

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

O. 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) 547-5116 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 _____, June 13, 2008 on the glass front door of City Hall, a place convenient and readily accessible to the general public at all times.

Jane Lees, City Secretary



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

*An agenda information packet is available for
public inspection in the Copperas Cove Public Library, City Hall and on the
City's Web Page www.ci.copperas-cove.tx.us*

Notice is hereby given that a **Workshop** of the City of Copperas Cove, Texas will be held on the **1st day of July 2008**, at **6:00 p.m.**, in the City Hall Council Chambers at 507 South Main Street, Copperas Cove, Texas 76522 at which time the following subjects will be discussed:

A. CALL TO ORDER

B. ROLL CALL

C. WORKSHOP ITEMS

1. Presentation and discussion on the Zeros Program. ***Andrea M. Gardner, City Manager and Mike Mundell, Solid Waste Superintendent***

D. ADJOURNMENT

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) 547-5116 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 _____, June 27, 2008 on the glass front door of City Hall, a place convenient and readily accessible to the general public at all times.

Jane Lees, City Secretary

In the name and by the authority of

The State of Texas

OATH OF OFFICE

I, Willie Carl Goode, do solemnly swear, that I will faithfully execute the duties of the office of Council Member, Place Six, of the City of Copperas Cove, State of Texas, and will to the best of my ability uphold and comply with the Charter of the City of Copperas Cove, and preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Willie Carl Goode, Affiant

SWORN TO and subscribed before me by affiant on this 1st day of July 2008.

F. W. "Bill" Price
Municipal Court Judge
City of Copperas Cove

In the name and by the authority of

The State of Texas

OATH OF OFFICE

I, Earl Francis “Frank” Seffrood, do solemnly swear, that I will faithfully execute the duties of the office of Council Member, Place Seven, of the City of Copperas Cove, State of Texas, and will to the best of my ability uphold and comply with the Charter of the City of Copperas Cove, and preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Earl Francis “Frank” Seffrood, Affiant

SWORN TO and subscribed before me by affiant on this 1st day of July 2008.

F. W. “Bill” Price
Municipal Court Judge
City of Copperas Cove



PROCLAMATION

- WHEREAS,** Motor vehicle theft and burglary of a motor vehicle are very important crimes, ones that seriously impact the economy, the victims' ability to provide for their families, as well as disrupting our very way of life; and
- WHEREAS,** McLennan County, Coryell County, Limestone County, Lampasas County and Texas Department of Public Safety all participate in a joint venture known as the Heart of Texas Auto Theft Task Force; and
- WHEREAS,** The Heart of Texas Auto Theft Task Force is funded by a grant from the Texas Auto Burglary & Theft Prevention Authority and local support; and
- WHEREAS,** Unlocked vehicles and keys in vehicles play major roles in motor vehicle thefts in the City of Copperas Cove; and
- WHEREAS,** The Texas Auto Burglary & Theft Prevention Authority's slogan is "You Hold the Key" and it has designated July 2008 as "Watch Your Car Awareness Month" in Texas.

NOW, THEREFORE, I, Robert L. Reeves, Mayor Pro Tem of the City of Copperas Cove, Texas do hereby declare the month of July 2008 as:

"Watch Your Car Awareness Month"

in the City of Copperas Cove, with special emphasis on alerting citizens to lock their vehicles, take their keys and hide their belongings.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Copperas Cove to be affixed this 1st day of July 2008.

Robert L. Reeves, Mayor Pro Tem

ATTEST:

Jane Lees, City Secretary



PROCLAMATION

- WHEREAS,** The vision of the City of Copperas Cove is to foster the highest quality of life enabling all citizens to work, play and grow in a protected environment; and
- WHEREAS,** The City of Copperas Cove is known as the “City Built for Family Living”; and
- WHEREAS,** The City of Copperas Cove has a *Code of Ordinances* that includes laws that are ultimately for the welfare and benefit of the entire community; and
- WHEREAS,** The residents and property owners within the City of Copperas Cove are directly concerned with problems that affect the community; and
- WHEREAS,** The mission of the Code & Health Department is to promote public health and safety through education and training while ensuring compliance with Federal, State and City laws; and
- WHEREAS,** The Code & Health Department also strives to ensure that the city maintains quality living through a healthy, safe and esthetically pleasing environment; and
- WHEREAS,** The majority of all code compliance issues can be addressed and prevented through proactive public educational programs; and
- WHEREAS,** Each and every citizen is encouraged to help create, attractive neighborhoods and businesses throughout the year, and to learn more about how to keep their property free of code violations; and
- WHEREAS,** During the month of July 2008, the Code & Health Department will be emphasizing the importance of code compliance through proactive public education and continued enforcement.

NOW, THEREFORE, I, Robert L. Reeves, Mayor Pro Tem of the City of Copperas Cove, Texas do hereby proclaim the month of July 2008 as:

“Code Compliance Month”

in the City of Copperas Cove and let it be known that the City Council of the City of Copperas Cove supports the work of the members of the Copperas Cove Code & Health Department employees.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Copperas Cove to be affixed this 1st day of July 2008.

Robert L. Reeves, Mayor Pro Tem

ATTEST:

Jane Lees, City Secretary

**CITY OF COPPERAS COVE
CITY COUNCIL REGULAR MEETING MINUTES
June 3, 2008 – 7:00 P.M.**

A. CALL TO ORDER

Mayor Pro Tem Robert L. Reeves called the regular meeting of the City Council of the City of Copperas Cove Texas to order at 7:04 p.m.

B. INVOCATION AND PLEDGE OF ALLEGIANCE

Council Member Heinze gave the Invocation, and led the Pledge of Allegiance.

C. ROLL CALL

ALSO PRESENT

Bob Reeves
Larry D. Sheppard
Mark E. Peterson
Charlotte Heinze
Ray Don Clayton
Fred Harris
Frank D. Somera, Jr.

Andrea M. Gardner, City Manager
James R. Thompson, City Attorney
Jane Lees, City Secretary

D. ANNOUNCEMENTS

Council Member Peterson thanked all those who came out and voted for Early Voting, which ended today. He said over 800 people voted and encouraged those who had not voted yet to do so on Saturday, June 7, 2008, from 7:00 a.m. to 7:00 p.m. Mayor Pro Tem Reeves stated that he would like to see a good turnout for the election on Saturday.

Council Member Peterson made a motion at this time to move Staff Reports before the Public Hearings. Council Member Heinze seconded the motion, which passed unanimously.

E. PUBLIC RECOGNITION – None.

F. CITIZENS' FORUM Citizens are allowed to speak on any matter other than personnel matters, matters under litigation, or matters on the regular agenda, for a length of time not to exceed five minutes per person. Thirty minutes total has been allotted for this section.

Frank Seffrood, 430 Cottonwood Drive. He announced that the food drive that the letter carriers conducted went very well; although the amount of food collected this year was a little lower than in previous years. 4,700 pounds of food was collected and distributed between four local food banks—Cove House, St. Vincent DePaul, Salvation Army, and the First Baptist Church Pantry. He thanked everyone who participated.

G. CONSENT ITEMS

1. Consideration and action on approval of minutes from the May 16, 2008 special council meeting. **Jane Lees, City Secretary**

2. Consideration and action on authorizing the release of funds in the amount of \$2,850 from the Hotel Occupancy Tax Fund to the boys and Girls Club of Copperas Cove. **Wanda Bunting, Director of Financial Services**

Council Member Peterson made a motion to approve consent items G-1 and G-2. Council Member Somera seconded the motion, and with a unanimous vote, motion carried.

J. STAFF REPORTS

1. Texas Department of Transportation update. **Andrea M. Gardner, City Manager**

Andrea M. Gardner, City Manager introduced three representatives from the Texas Department of Transportation, Waco District—Richard Skopik, Reggie Richardson, and Richard Brown.

Mr. Skopik said that the driving issue for TxDOT at this time is funding, particularly the Federal picture. Projects to be discussed in this presentation are the major construction projects—US 190 Expansion and FM 1113, as well as major projects being planned—Northeast Copperas Cove Loop & Tank Destroyer Blvd. Extension and US 190 Copperas Cove Bypass/Relief Route.

Mr. Brown discussed the two major ongoing projects in detail. Highway 190 is being widened from the existing four lanes to six lanes divided. The length is from Spur 172 to Copperas Cove. The project will cost around \$42M. The contractor is Knife River Corporation and the project is approximately 63 percent complete with an expected completion date of summer 2009. The FM 1113 sidewalk enhancement project runs from 5th Street to Summers Road and includes ADA ramps, pedestrian structures by City Park and should be complete by the end of summer 2008. This project is being done in conjunction with the widening project on FM 1113 that runs from Copperas Cove to FM 580. This project has been ongoing for a couple of years and is being done by TTG, Inc. and cost approximately \$1.2M.

Mr. Richardson said that back in 2004, Fort Hood asked for funds to build projects in this area and TxDOT provided \$20.5M to develop them. The projects are: (1) US 190 expansion; (2) FM1113; (3) a Northeast Copperas Cove Loop and Tank Destroyer Blvd. extension; and (4) the US 190 Copperas Cove Bypass/Relief Route. The extension leg of Tank Destroyer Blvd. would provide relief to the congestion that TxDOT has been studying on FM 1113 and FM 116 through the Copperas Cove area. This extension would also provide continuity for people traveling from north from the Gatesville area, without having to go through the congestion in downtown Copperas Cove. In addition, it will provide another easy access onto Fort Hood. TxDOT has been studying these projects for four years and worked very closely with Fort Hood and the City on the details of these projects. A public hearing will be held later this fall on the Northeast Loop/Tank Destroyer Blvd. extension project. Environmental clearance is expected to be obtained next year. Right now TxDOT plans to honor the original request that was presented to Fort Hood, which includes building the connection to US 190, creating the Northeast Loop. The road is designed as a four-lane divided road, with only access at US 190, Tank Destroyer Blvd., and FM 116, however, only two of the four lanes will be constructed at this time.

The Reliever Route for the south side of Copperas Cove has been approved and all right-of-ways have been acquired except for two parcels. This project has been designed as a four-lane divided controlled access road. Access is planned at US 190 East, Old Copperas Cove Road, the FM roads to the west and south of Copperas Cove, and again at US 190 on the West side of Copperas Cove. This project was funded through K-TUTS, the local MPO (Metropolitan Policy

Organization), and monies have been allocated for the three phases proposed. The first phase was to begin next year, however, because of funding issues, the first phase of this project has been delayed pending determination of existing funds. Costs have been fluctuating and TXDOT has been working to refine the cost estimates for the construction of this project. The first phase is FM 3046 to FM 116 and will cost approximately \$25M. The second phase would make the connection all the way east to US 190 and will cost approximately \$25M. The third and final phase would be the actual connection on the western end for an approximate cost of \$10M. If TxDOT came back to build the additional two lanes to make it a four-lane divided road, phase four would cost another \$16M. The total cost of the project in today's dollars is \$80M, which does not account for cost increases if project is delayed.

Mr. Skopik said that the MPO does not have funds waiting to begin projects. Authorization is given from TxDOT to the MPO to plan projects that TxDOT estimates they will have funding for in the years that the construction is needed. The current plan approved by the Policy Board is for the Reliever Route to be funded if TxDOT has construction funds available in 2009, 2010, and 2011.

All MPO's across the state are experiencing problems because last November the Transportation Commission put a hold on all districts to move forward with any capacity expansion type projects. The Transportation Commission has spent several months examining this and they did restore, for fiscal year 2008, some of those projects that were originally committed and most of these projects are now back on track with a only a few exceptions. TxDOT believes that within the next 30-60 days there will be word from TxDOT headquarters in Austin to all MPO's, including K-TUTS, giving new preliminary allocation numbers and then go back and re-prioritize the projects or re-organize them to fit new funding levels. Beginning in 2009 there will most likely be a reduced funding level.

Mr. Skopik said that we are in a corridor within 50 miles of Interstate 35, which is where the majority of growth is in this state. There are great demands on the transportation system, as well as the county and city infrastructure. TxDOT has never been able to keep up with putting enough lanes out there for the traffic at the rate it's growing. There are between 1,000 – 1,500 people per day moving to Texas and the area is still are not feeling the full impact of this growth because there are still 25,000 soldiers in Iraq. These relief projects need to be done for safety and congestion purposes. Growing inflation is another problem—the cost of materials is going up each day. The cost of Texas highway construction projects in the last 10 years have doubled. In just the last five years construction costs have gone up 62 percent. TxDOT is losing ground in the maintenance area due to rising costs.

Another issue is that most revenue for transportation, expansion and maintenance comes from gasoline tax. Right now we pay 38.4 cents per gallon at the pump for tax. Of that 38.4 cents, 75 percent goes to transportation and 25 percent does to schools. The state tax portion has not been adjusted since 1991, so funding has not increased from taxes. The state legislature will have to find new revenue to fund transportation projects in 2009. In addition, the Federal portion of that tax has not been adjusted since 1993. More money is coming into the state, but there are more vehicles putting wear and tear on the roads and causing congestion.

Proposition 12 passed in the State of Texas which will allow the Legislature to use against the general revenue fund not the gas tax fund and allow TxDOT to borrow an additional \$5 billion to fund transportation. The State Legislature will have to pass enabling legislation when they meet in January. This will determine how TxDOT will be able to use that money. This \$5 billion is a lot of money, but it will not go nearly as far to meet the big needs across the state. Of that \$5

billion, TxDOT will need approximately \$1.5 billion just to complete the I-35 project in the Waco District.

H. PUBLIC HEARINGS/ACTION

1. Public Hearing on Ordinance No. 2008-18, amending the 2007-08 fiscal year budget for the City of Copperas Cove. **Wanda Bunting, Director of Financial Services**

Wanda Bunting, Director of Financial Services, gave an overview of agenda item H-1.

Mayor Pro Tem Reeves opened the public hearing.

Speaking for: None.

Speaking Against: None.

Mayor Pro Tem Reeves closed the public hearing.

2. Public hearing on the application for Economic Development Funds to be submitted to the Downtown Revitalization Program under the Texas Capital Fund (TCF). **Andrea M. Gardner, City Manager**

Andrea M. Gardner, City Manager, gave an overview of agenda item H-2. Janet Sheguit of Grant Development Services gave a summary of the process in applying for the grant for the Downtown Revitalization project.

Mayor Pro Tem Reeves opened the public hearing.

Speaking for: None.

Speaking Against: None.

Mayor Pro Tem Reeves closed the public hearing.

3. Public hearing on the creation of a Tax Increment Reinvestment Zone for the Valley at Great Hills proposed development. **Andrea M. Gardner, City Manager**

Andrea M. Gardner, City Manager, gave an overview of agenda item H-3. Ms. Gardner introduced David Hawes to the Council. Mr. Hawes stated that the developer would be responsible for putting dollars into this project rather than the City. If the City were to pay up front the cost would be in the neighborhood of \$2.9M. The improvements include a water tank and water and sewer lines, which would open up development in the proposed area on Highway 190 on the southern edge of the City in Lampasas County. Right now, Lampasas County seems to be willing to participate in the Zone.

Mayor Pro Tem Reeves opened the public hearing.

Speaking for: Jimmy Clark, 1510 High Chapparal. Mr. Clark said that he is a proponent of the creation of this zone. He stated that he is the developer and understands the risks involved and is willing to take those risks for the future needed growth to the City of Copperas Cove.

Frank Seffrood, 430 Cottonwood Drive. Mr. Seffrood asked if there was a TIRZ Board. Ms. Gardner said that setting up a board is in the works right now and that there would be no initial investment by the City for this project.

Jack Smith, 3005 Sun Temple Circle. Mr. Smith said that this is a great project to bring development to the west side of the City.

Speaking Against: None.

Mayor Pro Tem Reeves closed the public hearing.

I. ACTION ITEMS

1. Consideration and action on purchasing two play structures and two swing sets from Total Recreation Products, Game Time. **Ken Wilson, Director of Community Services**

Andrea Gardner gave an overview of agenda item I-1.

Council Member Clayton made a motion to approve agenda item I-1. Council Member Somera seconded the motion, and with a unanimous vote, motion carried.

2. Consideration and action on Resolution No. 2008-19, authorizing the City Manager to enter into an agreement with Local Government Services, LLC, for cable television franchise management services to determine compliance with the City's ordinance. **Wanda Bunting, Director of Financial Services**

Wanda Bunting, Director of Financial Services gave an overview of agenda item I-2.

Council Member Heinze made a motion to approve agenda item I-2. Council Member Harris seconded the motion, and with a unanimous vote, motion carried.

The Resolution caption is as follows:

RESOLUTION NO. 2008-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH LOCAL GOVERNMENT SERVICES, LLC, FOR CABLE TELEVISION FRANCHISE MANAGEMENT SERVICES TO DETERMINE COMPLIANCE WITH THE CITY'S ORDINANCE.

3. Consideration and action on Resolution No. 2008-17 of the City of Copperas Cove, Texas, finding and determining that a certain area of the City contains conditions which are detrimental to the public health, safety and welfare of the community and constitutes a blighted area. **Andrea M. Gardner, City Manager**

Andrea M. Gardner, City Manger gave an overview of agenda item I-3. Janet Sheguit with Grant Development Services provided introductory remarks.

Council Member Somera made a motion to approve agenda item I-3. Council Member Peterson seconded the motion, and with a unanimous vote, motion carried.

The Resolution caption is as follows:

RESOLUTION NO. 2008-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, FINDING AND DETERMINING THAT A CERTAIN AREA OF THE CITY CONTAINS CONDITIONS WHICH ARE DETRIMENTAL TO THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY AND CONSTITUTES A BLIGHTED AREA.

4. Consideration and action on Resolution No. 2008-18, supporting the Northeast Bypass Project. ***Andrea M. Gardner, City Manager***

Andrea M. Gardner, City Manager s gave an overview of agenda item I-4.

Council Member Somera made a motion to approve agenda item I-4. Council Member Clayton seconded the motion, and with a unanimous vote, motion carried.

The Resolution caption is as follows:

RESOLUTION NO. 2008-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, SUPPORTING THE NORTHEAST BYPASS PROJECT.

5. Consideration and action on authorizing the City Manager to enter into a commercial lease agreement with Donlie McMullin Realty. ***Andrea M. Gardner, City Manager***

Andrea M. Gardner, City Manager gave an overview of agenda item I-5.

Council Member Peterson made a motion to approve agenda item I-5. Council Member Heinze seconded the motion. A roll call vote was taken with the following results:

Larry Sheppard	Against
Mark Peterson	For
Charlotte Heinze	For
Ray Don Clayton	For
Fred Harris	For
Frank D. Somera Jr.	For

Motion passed 5 to 1.

K. REPORTS OF ADVISORY COMMITTEES AND BOARDS – None.

L. ITEMS FOR FUTURE AGENDAS

Council Member Heinze asked if the City would take a look at the mosquito issue in Copperas Cove. Council Members Clayton and Harris concurred.

M. EXECUTIVE SESSION – None.

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

O. ADJOURNMENT

There being no further business, Mayor Pro Tem Reeves adjourned the meeting at 8:39 p.m.

Robert L. Reeves, Mayor Pro Tem

ATTEST:

Jane Lees, City Secretary

**CITY OF COPPERAS COVE
CITY COUNCIL REGULAR MEETING MINUTES
June 17, 2008 – 7:00 P.M.**

A. CALL TO ORDER

Mayor Pro Tem Robert L. Reeves called the regular meeting of the City Council of the City of Copperas Cove Texas to order at 7:00 p.m.

B. INVOCATION AND PLEDGE OF ALLEGIANCE

Council Member Somera gave the Invocation, and led the Pledge of Allegiance.

C. ROLL CALL

ALSO PRESENT

Bob Reeves
Larry D. Sheppard
Mark E. Peterson
Charlotte Heinze
Ray Don Clayton
Fred Harris
Frank D. Somera, Jr.

Andrea M. Gardner, City Manager
James R. Thompson, City Attorney
Jane Lees, City Secretary

D. ANNOUNCEMENTS

Council Member Heinze. Several citizens asked her why the City was not divided into wards. She announced that the City Secretary would be addressing this question. Other questions she received regarding citizens speaking in public forum will be addressed by the City Manager.

Council Member Peterson. He said he wanted to take this opportunity to publicly thank Council Members Harris and Somera for their willingness to serve on the City Council. The job is not without its ups and downs, but please know that the citizens of Copperas Cove, along with your fellow Council Members do appreciate all you have done for the betterment of Copperas Cove and its citizens. Thank you both once again for your service to our community.

E. PUBLIC RECOGNITION

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| 1. Employee Service Awards. <i>Andrea M. Gardner, City Manager</i> |
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Andrea M. Gardner, City Manager, presented the June 2008 Service Award recipients with their pins.

Claudia Cobb joined the City of Copperas Cove on June 16, 2003 and is receiving her five-year service pin. Ms. Cobb is a part time receptionist and works as a Clerk in the Building Department. Ms. Cobb worked as a volunteer in this same capacity prior to her employment with the City.

Lori Hix began working for the City on June 12, 1993 and is receiving her 15-year service pin. Ms. Hix began her employment as a Patrol Officer and moved to the Criminal Investigations Division in 1997.

- F. CITIZENS FORUM** At this time, citizens will be allowed to speak on any matter other than personnel matters, matters under litigation, or matters on the regular agenda, for a length of time not to exceed five minutes per person. Thirty minutes total has been allotted for this section.

Roger O'Dwyer, 1703 Highland Drive. He referred to the minutes of the September 5, 2000 council meeting saying that Council Members Charlotte Heinze, Ray Don Clayton and Rick Hoppe all thanked Diane Steele for her hard work in helping to raise funds for Animal Control. Mr. O'Dwyer said that at that same meeting the council passed Ordinance No. 2000-26, adopting the City Council Rules of Order and Procedures. He asked when the council was going to enforce the section that deals with absences from council meetings. He also discussed First Amendment rights of citizens being able to speak in Citizens' Forum. Council Member Peterson responded by announcing to the citizens of Copperas Cove that the City is governing by the "Home Rule Cities Guide." On page 31 of this Guide, the requirements for Citizens' Forum are laid out. This entire Guide has been posted on the City's website. He asked that citizens read the Guide and make learn more about home rule cities.

G. CONSENT ITEMS

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| 1. Consideration and action on approval of minutes from the May 20, 2008 regular council meeting. Jane Lees, City Secretary |
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Council Member Clayton made a motion to approve consent item G-1. Council Member Heinze seconded the motion, and with a unanimous vote, motion carried.

H. PUBLIC HEARINGS/ACTION

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| 1. Public hearing, consideration and action on Ordinance No. 2008-18, amending the 2007-08 fiscal year budget for the City of Copperas Cove. Wanda Bunting, Director of Financial Services |
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Wanda Bunting, Director of Financial Services gave an overview of agenda item H-1. This is the second of two required public hearings for this ordinance.

Mayor Pro Tem Reeves opened the public hearing.

Speaking: Roger O'Dwyer, 1703 Highland Drive. Mr. O'Dwyer requested additional information regarding the amendments because he was unable to open the documents from the website. Ms. Bunting reviewed the amendments.

Mayor Pro Tem Reeves closed the public hearing.

Council Member Heinze made a motion to approve consent item H-1. Council Member Peterson seconded the motion, and with a unanimous vote, motion carried.

2. Public hearing, consideration and action on Ordinance No. 2008-20 adopting a Citizen Participation Plan and Complaint Procedures for Community Development Block Grant and Texas Community Development Programs. **Carl Ford, City Planner**

Carl Ford, City Planner gave an overview of agenda item H-2.

Mayor Pro Tem Reeves opened the public hearing.

Speaking for: None.

Speaking Against: None.

Mayor Pro Tem Reeves closed the public hearing.

Council Member Heinze made a motion to approve consent item H-1. Council Member Clayton seconded the motion, and with a unanimous vote, motion carried.

3. Public Hearing consideration and action on Ordinance 2008-21 approving the Downtown Master Plan. **Carl Ford, City Planner**

Carl Ford, City Planner gave an overview of agenda item H-3.

Mayor Pro Tem Reeves opened the public hearing.

Speaking for: Jerry Conner, Executive Director, Economic Development Corporation. Mr. Conner said that our strategic plan hits on the idea that the City has neglected the downtown area. The EDC made a commitment and funded a study to stimulate the economy of the downtown area and turn it into a destination with a distinct identity. He requested that the City approve the plan and consider including it in the City's Comprehensive Plan. It costs money to develop communities and he recommended that the city take sections of the plan at a time and proceed over a 5-year period of time.

Fred Chavez, Board of Directors, Economic Development Corporation, 1705 Joan Drive. The citizens must realize that the heart of our City is the downtown area. We cannot afford to neglect our downtown. It does cost money, but we also cannot afford to do nothing. He encouraged the City to work with other entities and look for funding.

Speaking Against: None.

Mayor Pro Tem Reeves closed the public hearing.

Council Member Somera made a motion to approve consent item H-1. Council Member Harris seconded the motion, and with a unanimous vote, motion carried.

I. ACTION ITEMS

1. Consideration and adoption of Resolution No. 2008-21 of the City of Copperas Cove, Texas, approving an application for funding through the Texas

Department of Agriculture Downtown Revitalization Program. **Andrea M. Gardner, City Manager**

Andrea M. Gardner, City Manager gave an overview of agenda item I-1.

Council Member Somera made a motion to approve agenda item I-1. Council Member Heinze seconded the motion, and with a unanimous vote, motion carried.

The Resolution caption is as follows:

RESOLUTION NO. 2008-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, APPROVING AN APPLICATION FOR FUNDING THROUGH THE TEXAS DEPARTMENT OF AGRICULTURE DOWNTOWN REVITALIZATION PROGRAM.

2. Consideration and action on Resolution No. 2008-22, canvassing returns and declaring the results of the Runoff Election held on June 7, 2008 for Council Member Positions Place Six (6) and Place Seven (7). **Jane Lees, City Secretary**

Jane Lees, City Secretary gave an overview of agenda item I-2.

Council Member Peterson made a motion to approve agenda item I-2. Council Member Somera seconded the motion, and with a unanimous vote, motion carried.

The Resolution caption is as follows:

RESOLUTION NO. 2008-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, CANVASSING RETURNS AND DECLARING THE RESULTS OF THE RUNOFF ELECTION HELD ON JUNE 7, 2008 FOR COUNCIL MEMBER POSITIONS PLACE SIX (6) AND PLACE SEVEN (7).

3. Consideration and action on approving Ordinance No. 2008-19, designating a contiguous geographic area within the City of Copperas Cove as Reinvestment Zone Number One, City of Copperas Cove, Texas, for tax increment financing purposes pursuant to Chapter 311 of the Texas Tax Code; creating a board of directors for such zone; containing findings and provisions related to the foregoing subject; providing a severability clause; and declaring an emergency. **Andrea M. Gardner, City Manager**

Andrea M. Gardner, City Manger gave an overview of agenda item I-3.

Council Member Peterson made a motion to approve agenda item I-3 with an amendment to change the date of approval on the ordinance to July 1, 2008. Council Member Clayton seconded the motion, and with a unanimous vote, motion carried.

The Ordinance caption is as follows:

ORDINANCE NO. 2008-19

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, DESIGNATING A CONTIGUOUS GEOGRAPHIC ARE WITHIN THE CITY OF COPPERAS COVE AS REINVESTMENT ZONE NUMBER ONE, CITY OF COPPERAS COVE, TEXAS FOR TAX INCREMENT FINANCING PURPOSES PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE; CREATING A BOARD OF DIRECTORS FOR ZUCH ZONE; CONTAINING FINDINGS AND PROVISIONS RELATED TO THE FOREGOING SUBJECT; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.

4. Consideration and action on establishing a process to appoint City of Copperas Cove TIRZ Number One Board Member Positions One through Four. **Andrea M. Gardner, City Manager**

Andrea M. Gardner, City Manager s gave an overview of agenda item I-4.

Council Member Somera made a motion to approve agenda item I-4. Council Member Heinze seconded the motion, and with a unanimous vote, motion carried.

5. Consideration and action on Resolution No. 2008-20, authorizing the City Manager to enter into an agreement with TriStem Ltd. for auditing services on the electric utility bills. **Wanda Bunting, Director of Financial Services**

Wanda Bunting, Director of Financial Services gave an overview of agenda item I-5.

Council Member Heinze made a motion to approve agenda item I-5. Council Member Somera seconded the motion, and with a unanimous vote, motion carried.

The Resolution caption is as follows:

RESOLUTION NO. 2008-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TRISTEM LTD. FOR AUDITING SERVICES ON THE ELECTRIC UTILITY BILLS.

6. Consideration and action on authorizing the City Manager to enter into a Contract for Public Affairs and Legislative Consulting Services with Hillco Partners. **Andrea M. Gardner, City Manager**

Andrea M. Gardner, City Manager gave an overview of agenda item I-6.

Council Member Peterson made a motion to approve agenda item I-6. Council Member Somera seconded the motion. A roll call vote was taken with the following results:

Larry Sheppard	No
Mark Peterson	Yes
Charlotte Heinze	Yes

Ray Don Clayton Yes
Fred Harris Yes
Frank Somera Jr. Yes

Motion passed 5-1.

J. STAFF REPORTS

1. Financial Report for the month ended April 30, 2008. Wanda Bunting, Director of Financial Services
--

Wanda Bunting, Director of Financial Services gave the financial report for the month ended April 30, 2008.

K. REPORTS OF ADVISORY COMMITTEES AND BOARDS – None.

L. ITEMS FOR FUTURE AGENDAS – Council Member Peterson requested that City Staff take a look at holding quarterly Town Hall meetings to create better flow of information to our citizens.

M. EXECUTIVE SESSION – None.

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

O. ADJOURNMENT

Mayor Pro Tem Reeves thanked Mr. Harris and Mr. Somera for their service to the City. There being no further business, Mayor Pro Tem Reeves adjourned the meeting at 8:04 p.m.

Robert L. Reeves, Mayor Pro Tem

ATTEST:

Jane Lees, City Secretary

ORDINANCE NO. 2008-23

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, 2007, AND ENDING ON SEPTEMBER 30, 2008; 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, 2007 to September 30, 2008; 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, 2007 to September 30, 2008, 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 15th day of July 2008, 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.

Robert L. Reeves, Mayor Pro Tem

ATTEST:

Jane Lees, City Secretary

APPROVED AS TO FORM:

James R. Thompson, City Attorney

NOTICE OF PUBLIC HEARING

On July 1, 2008, during a Regular City Council Meeting, the City Council of the City of Copperas Cove will hold the required public hearing on the ordinance to amend the FY 2007-08 Budget for the City of Copperas Cove. The July 1, 2008 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.

The proposed amendments to the FY 2007-08 Annual Budget are as follows:

	Increase (Decrease)
General Fund	
Expenditure Appropriations	(\$ 72,120)
Solid Waste Fund	
Revenues	\$ 62,000
Expense Appropriations	\$ 50,000
Hotel Occupancy Tax Fund	
Expenditure Appropriations	\$ 35,000
Municipal Court Security Fund	
Expenditure Appropriations	\$ 1,905

CITY OF COPPERAS COVE
FISCAL YEAR 2007-08 BUDGET
SOLID WASTE FUND
SUMMARY OF REVENUES, EXPENSES AND CHANGES IN FUND BALANCE

Description	Actual FY 2006-07	Budget * FY 2007-08	Proposed Amendment	Amended Budget FY 2007-08
BEGINNING FUND BALANCE:				
Unreserved, Undesignated	\$ 402,645	\$ 653,725	\$ -	\$ 653,725
TOTAL BEGINNING FUND BALANCE	\$ 402,645	\$ 653,725	\$ -	\$ 653,725
REVENUES:				
Garbage Collection Fees	\$ 2,234,410	\$ 2,299,767	\$ 62,000	\$ 2,361,767
Senior Discount	(37,208)	(38,325)		(38,325)
Sanitary Landfill Fees	398,508	425,000		425,000
Recycling Proceeds	41,899	45,000		45,000
Sale of Kraft Bags	17,071	10,500		10,500
Sale of Scrap Metal	9,168	18,000		18,000
Container Reload-On Site	11,242	13,500		13,500
Rtn Svce-Overload Container	490	1,000		1,000
Auto-Lid Locks	796	1,250		1,250
Rear Load Dumpster Rental	1,291	2,800		2,800
Roll-Off Rental Income	40,266	55,000		55,000
Subtotal	<u>\$ 2,717,932</u>	<u>\$ 2,833,492</u>	<u>\$ 62,000</u>	<u>\$ 2,895,492</u>
Interest Revenue	\$ 32,239	\$ 33,000		\$ 33,000
Late Charge For Billing	118,138	120,000		120,000
Auction Proceeds	2,205	1,000		1,000
Miscellaneous Revenues	1,205	2,700		2,700
Subtotal	<u>\$ 153,787</u>	<u>\$ 156,700</u>	<u>\$ -</u>	<u>\$ 156,700</u>
TOTAL REVENUES	\$ 2,871,719	\$ 2,990,192	\$ 62,000	\$ 3,052,192
EXPENSES:				
Solid Waste Operations (90)	\$ 199,864	\$ 205,723		\$ 205,723
Solid Waste Collection - Residential (91-01)	279,849	328,212		328,212
Solid Waste Collection - Recycling (91-02)	110,601	148,125		148,125
Solid Waste Collection - Brush (91-03)	127,633	120,274		120,274
Solid Waste Collection - Commercial (91-04)	271,902	362,273		362,273
Solid Waste Collection - KCCB (91-05)	12,754	22,200		22,200
Solid Waste Disposal (92)	1,051,020	1,222,381	50,000	1,272,381
Non-Departmental (95)	438,633	505,595		505,595
TOTAL EXPENSES	\$ 2,492,256	\$ 2,914,783	\$ 50,000	\$ 2,964,783
ENDING FUND BALANCE:				
Unreserved, Undesignated	\$ 782,108	\$ 729,134	\$ 12,000	\$ 741,134
TOTAL ENDING FUND BALANCE	\$ 782,108	\$ 729,134	\$ 12,000	\$ 741,134
IDEAL FUND BALANCE	\$ 623,064	\$ 728,696		\$ 741,196
OVER (UNDER) IDEAL FUND BALANCE	\$ 159,044	\$ 438		\$ (62)

* This budget reflects the budget amendments that were approved by City Council on May 20, 2008 and June 17, 2008.

CITY OF COPPERAS COVE, TEXAS
FISCAL YEAR 2007-08 BUDGET
GENERAL FUND
SUMMARY OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

Description	Actual FY 2006-07	Budget * FY 2007-08	Proposed Amendment	Amended Budget FY 2007-08
BEGINNING FUND BALANCE:				
Unreserved, Undesignated	\$ 1,000,000	\$ 2,384,115	\$ -	\$ 2,384,115
Unreserved, Designated	2,206,650	1,000,000		\$ 1,000,000
TOTAL BEGINNING FUND BALANCE	\$ 3,206,650	\$ 3,384,115	\$ -	\$ 3,384,115
REVENUES:				
Taxes	\$ 9,118,362	\$ 9,854,672	\$ -	\$ 9,854,672
Permits & Licenses	218,578	248,250		248,250
Fees	740,008	1,019,187		1,019,187
Fines	761,074	953,308		953,308
Administrative Reimbursements	1,200,500	1,300,500		1,300,500
Miscellaneous Revenue	508,954	457,415		457,415
TOTAL REVENUES	\$ 12,547,477	\$ 13,833,332	\$ -	\$ 13,833,332
EXPENDITURES:				
City Council (21)	\$ 29,205	\$ 42,700	\$ -	\$ 42,700
City Manager (22)	231,622	210,331		210,331
City Secretary (23)	128,543	145,239		145,239
City Attorney (24)	96,455	135,180		135,180
Finance (31)	533,887	545,619	13,518	559,137
Grants Administration (32)	68,508	-		-
Human Resources (34)	163,521	179,796	2,600	182,396
Information Systems (35)	194,257	212,499		212,499
Municipal Court (41)	303,228	361,583		361,583
Police (42)	3,692,332	4,404,725	(100,000)	4,304,725
Public Information Office (4250)	-	54,990		54,990
Animal Control (43)	180,912	214,943	11,762	226,705
Fire/EMS (44)	3,014,327	3,041,232		3,041,232
Emergency Management (4420)	47,234	31,539		31,539
Engineering (51)	97,043	166,629		166,629
Building Development (52)	251,000	299,977		299,977
Streets (53)	892,654	1,042,545		1,042,545
Parks and Recreation (54)	855,828	950,423		950,423
Fleet Services (55)	241,321	237,231		237,231
Public Works (56)	37,166	40,386		40,386
Facility Maintenance (57)	153,131	174,984		174,984
Planning (61)	183,666	162,676		162,676
Library (71)	475,772	526,563		526,563
Code & Health (72)	151,216	156,939		156,939
Non-Departmental (75)	437,386	461,718	-	461,718
TOTAL EXPENDITURES	\$ 12,460,215	\$ 13,800,447	\$ (72,120)	\$ 13,728,327
ENDING FUND BALANCE:				
Unreserved, Undesignated	\$ 2,293,912	\$ 2,417,000		\$ 2,489,120
Capital Improvement Reserve	-	-		-
Unreserved, Designated	1,000,000	1,000,000		1,000,000
TOTAL ENDING FUND BALANCE	\$ 3,293,912	\$ 3,417,000	\$ 72,120	\$ 3,489,120
IDEAL FUND BALANCE	\$ 3,115,054	\$ 3,450,112		\$ 3,432,082
OVER (UNDER) IDEAL FUND BALANCE	\$ 178,858	\$ (33,112)		\$ 57,038

* This budget reflects the budget amendments that were approved by City Council on May 20, 2008 and June 17, 2008.

Wanda Bunting- Financial Services Dir.

From: Marty Smith - President [president@copperascove.com]
Sent: Monday, June 23, 2008 3:09 PM
To: Wanda Bunting- Financial Services Dir.
Subject: Request additional funds from Hotel/Motel Tax

Wanda,

I would like to be placed on the city council agenda to request an additional \$15,000.00 from Hotel/Motel tax for the replenishment of funds paid to the Parks & Recreation Dept. and the Police Department that was expended during Rabbit Fest. These funds have never been included with our request in the past.

Let me know when and I will send an agenda item to Jane. If you have any advice for me please let me know.

Also we are almost finished with our budget request power point presentation, it will be in your hands soon.

Thank you.

Marty Smith

Marty Smith, President
Copperas Cove Chamber of Commerce & Visitors Bureau
"Front Door of the City"
254-547-7571
www.copperascove.com

City of Copperas Cove

City Council Agenda Item Report

July 1, 2008

Agenda Item H-1

Contact – Wanda Bunting, Director of Financial Services, 547-4221
wbunting@ci.copperas-cove.tx.us

SUBJECT: **Public Hearing on Ordinance No. 2008-23, amending the 2007-08 fiscal year budget for the City of Copperas Cove.**

1. BACKGROUND/HISTORY

The 2007-08 budget was adopted on September 4, 2007 with budget amendments approved on May 20, 2008 and June 17, 2008. According to Section 6.16(b)(1) of the Copperas Cove City Charter, in order for the City Council to amend the 2007-08 budget it must first hold a public hearing on the proposed amendments. The Charter also provides a requirement that when fund balance is to be used to fund increases in expenditures that two public hearings be held. The proposed budget amendment will require the use of fund balance. This public hearing will be the first of two public hearings held as required by the Charter. The second Public Hearing will be on July 15, 2008.

2. FINDINGS/CURRENT ACTIVITY

The General Fund requires a redistribution of \$31,255 and a decrease of \$72,120 in expenditure appropriations. In order to adequately fund the expenditures for the following departmental budgets, a budget amendment is required:

- Finance \$13,518
- Human Resources \$2,600
- Police (\$100,000)
- Animal Control \$11,762

The redistribution of appropriations includes the following:

- Salary savings in the Police Department are being allocated to Human Resources for additional personnel related costs, Finance for appraisal district fees, Animal Control for equipment for new vehicle budgeted in 2007-08 budget
- Contingency funds in the amount of \$3,375 need to be redistributed to cover additional funds for Gov QA.

The Solid Waste Fund will require an increase of 50,000 in expense appropriations. Revenue appropriation increases reflect a total of \$62,000 which offsets the expense appropriation increases. The revenues adequately fund the expenses for the following departmental budgets:

- Solid Waste Disposal \$ 50,000

Increases include:

- Fuel surcharge increases on the Hauling and Disposal of solid waste.

Solid Waste Fund revenue increases include the following:

- Garbage Collection Fees \$ 62,000

The Hotel Occupancy Tax Fund will require an increase of \$35,000 in expenditure appropriations. The expenditure increase is for:

- Promotion of Tourism - Chamber \$ 15,000
- Historical Renovation – Facilities \$ 20,000

The Chamber of Commerce has requested additional funds to cover the reimbursement of costs associated with the Rabbit Fest and the City is requesting additional funds for repairs to the Allin House.

The Municipal Court Security Fund will require an increase of \$1,905 in expenditure appropriations. The expenditure increase is for an upgrade to the security system at Municipal Court. The fund balance will be used to cover this expenditure increase.

3. FINANCIAL IMPACT

See attached ordinance and proposed amendments.

4. ACTION OPTIONS/RECOMMENDATION

City Staff recommends that the City Council hold a public hearing on Ordinance No. 2008-23 amending the fiscal year 2007-08 Budget.

City of Copperas Cove

City Council Agenda Item Report

July 1, 2008

Agenda Item No. I-1

Contact – Jane Lees, CMC, City Secretary, 547-4221
jlees@ci.copperas-cove.tx.us

SUBJECT: Consideration and action on the appointment of a mayor pro tem to serve for a period of one (1) year and who shall act as mayor during the absence or disability of the mayor.

1. BACKGROUND/HISTORY

The City Charter Section 2.03 states, *“At the City Council’s second regular meeting following each yearly regular election of council members, or runoff election if required, the council shall elect one of its members as mayor pro tem, for a period of one (1) year. The mayor pro tem shall act as mayor during the absence or disability of the mayor and, when so acting, shall have the same powers, duties, and restrictions as set forth for the office of mayor.”*

2. FINDINGS/CURRENT ACTIVITY

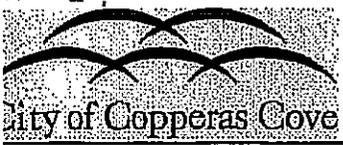
The regular election was held on May 10, 2008, and the results required a runoff election, which was held on June 7, 2008. The second regular council meeting after the runoff election date is July 1, 2008.

3. FINANCIAL IMPACT

None.

4. ACTION OPTIONS/RECOMMENDATION

City Staff recommends that the City Council elect, from one of its members, a mayor pro tem to serve for a period of one (1) year.



received
JUN - 9 2008

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

Name COLEY HOWELL Date 6/9/08

Address 1101 RHONDA LEE

Home Phone 547-1800 Office Phone _____ Mobile Phone _____

Fax _____ E-mail chowell@hotmail.com

Occupation RETIRED ADMINISTRATOR

Volunteer/Community Service SERVED ON THE CHARTER REVIEW COMMITTEE
2007-08

Professional Affiliations member Texas Retired Teachers Association

Areas of Interest _____

Education BS in Education, Masters in Education, Counseling Certification and
Build management Certification

I would like to be considered for the following:

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

Please return this form along with a resume to:

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

Coley Howell
1101 Rhonda Lee
Copperas Cove, TX
Telephone: 254-547-1800
Cell Phone: 254-319-7082

Resume of work experience (by title only)

2005-2007 Career and Technology Coordinator at Copperas Cove High School

1991-2003 Principal at Hattie Halstead Elementary School in Copperas Cove

1987-1991 Assistant Principal at Copperas Cove High School

1986-1987 Assistant Principal at Copperas Cove Junior High School

1984-1986 Counselor at Copperas Cove High School

1983-1984 Counselor at J. L. Williams Junior High School in Copperas Cove

1980-1983 Principal of 7-12 grades at Evant ISD

1968-1980 Biology and physics teacher at Lampasas High School

College Education:

Counseling endorsement, Tarleton State University	1984
Mid-management certification, Tarleton State University	1980
Master of Secondary Education Degree Tarleton State University	1975
Bachelor of Science in Education, Southwest Texas State College	1968

2005-2007

Career and Technology Coordinator

My duties included:

Supervise and evaluate twenty one teachers.

Filing the application for the Carl Perkins Federal Grant which provided approximately one third of the funding for the Career and Technology Department.

Managing the local Career and Technology budget and the Federal funded budget.

Developing schedules for teachers.

Coordinating programs with staff at Central Texas College, Temple College and the Central Texas Consortium.

Updating course offerings, classroom equipment and supplies.

Implementing a Graduation and Beyond Plan for all high school students so they will have a career goal to work toward using a computer program that is accessible to students and parents at home as well as at school. Counselors may also use the program to counsel students.

Increase enrolment in the Career and Technology courses.

1991-2003

Principal at Hettie Halstead Elementary

My duties included:

Supervision of teachers and paraprofessionals and evaluating their performance related to student success.

Assisting the staffing in developing a campus plan that would involve all staff members as well as parents in the educational process related to improving academics as well as discipline.

Oversee the day to day operation of the building and grounds to insure a safe and comfortable environment for teachers and staff to work and for students to learn.

Using budgeted funds to provide the staff with the necessary tools to insure a well balanced educational setting to include classroom supplies, field trip opportunities, books for classroom use as well as library books, funding the Boys Town model to improve student and staff attitudes and behaviors, funding Saxon Math to improve math skills for a large low socioeconomic population and providing modern technology access in every classroom to improve student learning.

Leading the school from a rating of Low performing to achieve four ratings and one of Exemplary.

Evaluating programs and making changes necessary of improving student success and staff morale

1987-1991

Assistant Principal at Copperas Cove High School

My duties included:

Discipline of students whose last names began with the letters H-M (1987-1990)

And the sophomore class (1991)

Coordinate the summer school program

Assist in the up-dating and up-grading of the Alternative Learning Center
Participation in the New Focus Program
Coordinate the establishment of the Project R.I.D.E (Responding to Individual Differences in Education) Program
Assist in developing the budget each year
Serve as Teacher Supervisor and Secondary Appraiser to evaluate teachers based on criteria furnished by the Texas Teacher Appraisal System
Coordinate pre-registration and registration of high school students
Coordination of the updating of the Course Description Book used by parents and students to select courses
Oversee the teacher duty schedule during lunch periods
Coordinate the development of the Annual Improvement Plan for the high school
Assist in developing and implementing programs to improve student learning such as the required tutorial programs, the discipline management program, Channel One, the writing lab and a collection of video cassettes to improve the self image of students who are a risk of dropping out of school
Establish a video library for teachers from the Classroom Channel to improve classroom experiences and instruction.

1985-1987

Assistant principal at Copperas Cove Junior High School

My duties included:

7th and 8th grade boy's disciplinarian

Secured substitutes for teachers and kept records of teacher absences and filed Absent from Duty Reports in the office

Supervised the custodial staff and gave directions as needed

Served as Teacher Supervisor and Secondary Appraiser to evaluate teachers based on criteria furnished by the Texas Teacher Appraisal system

Assisted in evaluating the budget for the 1987-1988 school year and made recommendations to reduce the overall junior high budget in certain areas

1984-1986

Counselor at Copperas Cove High School

My duties included:

Counseled students to assist in reconciling personal and school problems

Administered standardized tests and interpreted scores to students, teachers, and parents

Conducted ARD meetings for the special education students for whom I was responsible

Conducted parent-teacher conferences

Assisted teachers in understanding the abilities of students

Coordinated College Night for parents and students to gather information concerning colleges of their choice

Participated in Parent night to inform parents about the three courses of study a student may follow through high school
Coordinated Awards Night to honor the outstanding students at the high school
Ordered diplomas and verified that all candidates for graduation were eligible to graduate
Served as co-sponsor for the National Honor Society
Registered students for classes, made schedule changes as needed and maintained permanent records as well as cumulative folder

1983-1984

Counselor at J. L. Williams Junior High

My duties included:

Counseled with seventh grade students to help reconcile personal and school problems
Administered standardized tests and interpreted the test results to students, parents, and teachers
Registered students for classes, made schedule changes as needed, and maintained permanent records as well as cumulative folders

1982-1983

Classroom teacher at Copperas Cove High School

My duties included:

Taught Biology, basic and regular, elementary algebra, part 2, and physical science
Assisted in designing the floor plan and fixtures for the high school science wing
Served as Junior Class Chairman; my job was to direct the junior class fund-raising activities and the production of the Junior-Senior Prom

1980-1982

Principal of 7-12 at Evant ISD

My duties included:

Scheduled classes 7-12

Evaluated teachers 7-12

Scheduled school calendar in coordination with community activities

Kept the gate and supervised at all junior high and high school activities

Sponsored the senior class and the Beta Club (honorary club)

Supervised trips for both organizations

Supervised students, office library and grounds personnel

Maintained registers and attendance K-12

Maintained textbook records for all grade levels K-12

Maintained all permanent records for all teachers and students K-12

Presided over all ARDs K-12

Advisor to all teachers K-12

Counselor to students K-12

Bus and maintenance supervisor; relief bus driver

Taught three high school science classes

1968-1980

Biology and physics teacher at Lampasas ISD

Also taught physical science and data processing at times

My duties included:

Established an Honors Program in biology which was planned and produced for students entering a scientific or medical field upon high school graduation

Also purchased equipment and materials for the program

Planned scope and sequence of courses taught and to be taught in the future as the program grew

Aided in establishment of JETS, Junior Engineering Technical Society, affiliated on state and national level

Sole sponsor of JETS from 1972-1980

Planned and supervised the JETS activities and a yearly field trip to A&M each spring for competitive tests and a guided tour of the nuclear reactor

Helped coordinate an All School Fair in 1968; as a result of this program there was an ongoing program in which all my honors biology and physics students were required to do detailed science projects in the field of their interest.

Some of the better projects were entered in the Texas Science, Humanities and Engineering Symposium held in Austin each February. My students were invited to attend six of the seven symposia

Aided in producing an All School Fair whose purpose was to show how free enterprise works and to encourage students to display some of their talents and handicrafts they would not necessarily use in a classroom situation

From 1967-1972 coached tennis; increasing the number of participants from 8 to 35

Left to assume position in Evant

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

RECEIVED

BY 88 DATE 4-30-08

Name JAMES MORIVAL

Address 604 N 4TH ST

Home Phone (254) 245 7087 Office Phone _____

Fax _____ E-mail PARLONZ 04(a) yahoo.com

Occupation ARMY

Volunteer/Community Service _____

Professional Affiliations _____

Areas of Interest CITY OF COPPERAS COVE

Education COLLEGE

I would like to be considered for the following:

Planning and Zoning Commission

Housing Authority

Board of Adjustment

Hospital Authority

Library Advisory Board

Economic Development Corporation

Fact Finding and Advisory Committee

Volunteer - Cove in Lights Committee

Election Judge/Alternate/Clerk

Keep Copperas Cove Beautiful Commission

Animal Control Advisory Committee

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

MAY 27 2008

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

Name DANNY K. PALMER

Address 105 E. BLANCES DR

Home Phone 547-2563 Office Phone _____

Fax _____ E-mail FKE77asmreT@ADL.Cov

Occupation Retired

Volunteer/Community Service _____

Professional Affiliations _____

Areas of Interest Building A City For our children

Education 4 yrs College

I would like to be considered for the following:

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

Please return this form along with a resume to:
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507 South Main Street
Copperas Cove TX 76522
254-547-4221 - 254-547-5116 fax
jlees@ci.copperas-cove.tx.us

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

Name Annabelle L. Smith Date 5/30/08

Address 904 Holly Copperas Cove, Tx 76522

Home Phone (254) 547-9833 Office Phone (254) 526-1205 Mobile Phone (254) 628-0683

Fax (254) 526-1480 E-mail Annabelle.Smith@ctcd.edu

Occupation College Administrator - Central Texas College

Volunteer/Community Service Keep Copperas Cove Beautiful, C.C. Downtown Assoc. C.C. Chamber of Commerce, Coryell County Appraisal District Board, Exchange Club, Code Enforcement Review Committee

Professional Affiliations Texas Assoc. of Collegiate Veteran Program Officials (29 years - 25 as an officer)
Western Association of Veteran Educational Spec (Texas Assoc of Stu. Fin Aid Admin) Nat. Assoc. Fin Aid Admin

Areas of Interest Crafts - reading - writing

Education BS/Mid Mgmt MS/Psychology - Univ of Central Texas

I would like to be considered for the following:

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

Please return this form along with a resume to:

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

**Annabelle L. Smith
904 Holly
Copperas Cove, TX. 76522**

RESUME

I have lived in Copperas Cove, TX. since September 1972. Have served on the city council for two terms and been very involved in my city and wish to remain so.

EDUCATION:

**Frankfort High School
Frankfort, Indiana
Graduated 1959**

**University of Central Texas
MS Psychology
May 1988**

**University of Central Texas
BS Mid Management
December 1986**

EMPLOYMENT:

**Central Texas College
January 1980 to Present**

**Director of Offices of Student Financial Aid
Veterans Services. Have staff of 12 full time
Employees and 14 part time. Oversee benefits
awarded to over 8,000 students. Also manage the scholarship programs of Central
Texas College. Over \$35,000,000 in benefits are processed through the office
annually.**

**Equifax
1972 - 1979**

**Was an insurance claims investigator handling a
multiple county area.**

USAA
Frankfort Germany
1969 – 1972
1965 – 1967

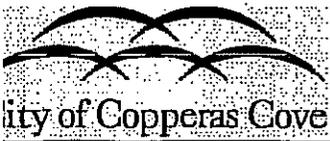
**Started as secretary to European Manager,
promoted to Adjuster for Comprehensive
claims department.**

Crawford & Company
1965 – 1969

**Secretary to District Manager, trained to
investigate claims and did both last year.**

1959 – 1962
US WACS

Served in the U.S. Women's Army Corps



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

Name Bill L. Stephens Date 14 May 2008

Address 701 Bond Street, Copperas Cove, TX 76522

Home Phone 254-547-6147 Office Phone 254-532-8321 x2057 Mobile Phone 254-291-1608

Fax _____ E-mail billie.stephens@us.army.mil

Occupation Information Security Manager, Computer Engineer/Security, Network Engineer/Security

Volunteer/Community Service Board of Directors, Writers League of Texas, Austin, TX; Board of Directors, Texas Association for Historical Preservation, Austin, TX; Board of Directors, Toliver Cemetery Association, Hamilton, TX, Youth Football Couch, Augusta, GA; Cub Scout Pack Parent, Augusta, GA

Professional Affiliations: American College of Forensic Examiners Institute, International Information Systems Security Certification Consortium, Information Systems Audit and Control Association, Homeland Security Preparation and Response Teams, Austin, TX, Operations Security Professionals Society, Western Writers of America, Writers League of Texas

Areas of Interest Writing, Golf, Antique Trucks, Gardening and Landscaping

Education MBA, BS in Management, AS in Computer Science, AA in Education

I would like to be considered for the following:

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

Please return this form along with a resume to:
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Phone: 254-547-4221 – Fax: 254-547-5116 – jlees@ci.copperas-cove.tx.us

Bill L. Stephens

701 Bond Street, Copperas Cove, TX 76522
Home Telephone: 254-547-6147 Work: 254-532-8321 x2057
Email: billie.stephens@us.army.mil
bstephens@arl.army.mil

Education:

MBA, California Coast University, Santa Ana, CA 92701, 1999.
BS, Management, California Coast University, Santa Ana, CA 92701, 1996.
AS, Computer Science, Central Texas College, Killeen, TX 76541, 1989.
AA, Education, Central Texas College, Seoul, Korea APO 96701, 1985.

Doctorate Level classes in:

Information Systems Strategy, Advanced Information Technology, Corporate Information Management, Object-oriented System Development, Regression Models, Artificial Intelligence, Database Management, Corporate Taxation Principles and Policies, others.

Certificates:

Certified Information Security Manager (CISM)
Certified Information Systems Security Professional (CISSP)
Certified Homeland Security III, Electronics and Technology (CHS III)
Certified Ethical Hacker (CEH)
Sun Ultra Enterprise 10000 Systems Administration (Solaris)
Oracle8 Database Administration
Microsoft Certified Professional (Microsoft NT 4.0, Exchange Server 5.5)
SANS Certified Computer Forensics

Experience:

Information Assurance Manager for Central Technical Support Facility (CTSF), Fort Hood, TX as Department of Army Civilian, Army Research Laboratory, Survivability/Lethality Analysis Directorate, Jul 2004-Present. Responsible to ensure all computer systems undergo an Information Operations Vulnerability/Susceptibility Assessment (IOVSA) prior to certification and accreditation testing at the CTSF. Support the technical assessments of IntraArmy Interoperability Certification (IAIC) and Joint Service Certification testing, and ensure all systems are Information Assurance Vulnerability Management (IAVM) compliant prior to connecting to the CTSF test networks. Develop and interpret policies, procedures and strategies in planning delivery of service for the different programs. Provide expert technical advice, guidance and recommendations to the Director and Technical Director. Made decisions or recommendations that significantly influence Department of Army and PEO C3T policies on IT/IA programs. I have interrelationships of multiple IT specialties with numerous Army Level agencies and Department of Defense. I communicate complex technical requirements to non-technical personnel, ensure the integration of IT programs and services and develop solutions to integration/interoperability issues that arise while programs come to the CTSF prior to IAIC testing. I have mastery skills in applying business process engineering concepts and methods in conducting program/system design to identify potential improvements in applying information technology. I ensure programs have considered the regulations and policies, such as the Clinger-Cohen Act, while developing their software applications. I work with the DREN/SDREN/JMETC teams from the DoD High Performance Computing Modernization Program (HPCMP) to help design, develop and manage and enhance the CTSF network systems. Work on National Information Assurance Working Groups for Defense Information Agency (DIA), Defense Information Security Agency (DISA) and Chief Information Officer G6 Department of the Army. Advise and help the Battlefield Functional Area (BFA)

Bill L. Stephens

software engineers in correcting their security deficiencies and advise Information Assurance Security Officers (IASOs) on required risk analysis and risk assumption write-ups for their System Security Authorization Agreement (SSAA). Help program IASOs in completing the DoD Information Technology Security Certification and Accreditation Process (DITSCAP, now DIACAP) process and have written several sections for some programs and completed the actions required for the Certification Authority (CA) to sign his approval. Supervise four SAIC contractors in day-to-day work to support the above duties and advise them on tasks and procedures. I test Information Assurance Vulnerability Alerts (IAVA) patches for the Army Computer Emergency Report Team (ACERT) alerts to ensure that all patches are system compatible and to ensure that system-to-system interoperability is not broken by any IAVA patch. Produce a quarterly IAVA disk for worldwide distribution to support the IAVM process for Army Battle Command System (ABCS) and other associated systems. Write Standard Operating Procedures (SOP)s for the CTSF for Information Assurance, physical security, operations security (OPSEC), control of classified material and classified test floor procedures. Assist Army Research Labs/Survivability Lethality Analysis Directorate (ARL/SLAD) when necessary; assist Operational Test Command as requested, support Electronic Proving Grounds when requested. Member of both the DoA IA Tools Working Group and the Joint IA Tools Working Group. Perform as the Communications Security (COMSEC) Custodian for the CTSF's COMSEC hand receipt. Produce a SSAA/ATO (Authority To Operate) CD-Rom for distribution world wide to assist units undergoing classified exercises with documentation to ensure ABCS systems are allowed on the exercise network, to allow ABCS systems access on SIPRNet (secure network) on various military posts worldwide. For programs that have not finished the DITSCAP process for their system we assist in the preparation of various appendixes of the SSAA, review and advise the technical writers with format and content needed for the 22 appendixes. We do vulnerability and susceptibility assessments (IOVSA) for the Certifying Authority (CA) in order for the CA to have a clear picture of the security status of the system and ensure they meet the technical requirements of Department of Defense Instruction (DoDI) 8500.2 and that they employ protection mechanisms that satisfies the criteria for a medium level of robustness. We do IA scans and evaluate the findings for systems coming to the CTSF for Interoperability Testing that have not finished their SSAAs and prepare the Interim Authority to Test (IATT) for the CTSF Director to sign. If a system has an ATO/IATO then we do IAVM Compliancy scans to ensure they have installed every IAVA patch prior to connecting to the CTSF test floors. We support the IA Team from ARL/SLAD at White Sands Missile Range (WSMR) with IA scans for Information Assurance Network Assessments to ensure the systems undergoing test meet the basic security requirements for connection to an Army network. We leverage the skill sets of the personnel at WSMR to supplement the IA Section at the CTSF to do Information Assurance scans for Certification and Accreditation testing at the CTSF. We have also requested support from the personnel from WSMR to supplement the CTSF IA team when major software packages are submitted to the CTSF for Interoperability Testing from the various Program Management Shops; Department of Army, Air Force, Navy, Marine and Joint Programs. We do susceptibility scans on the Operation Test Command's (OTC) ABCS labs to ensure they maintain their equipment to current standards. We do susceptibility scans on the ABCS equipment maintained by the Battle Simulation Labs on Fort Hood to ensure they continued to patch and maintain their systems with IAVM patches. We do IA scans for the ABCS labs at Fort Sill, OK, the SIL Redstone in Huntsville, AL and the DIL at Orlando, FL. I have written many evaluation and certification reports for Department of the Army (most close to 200 pages).

Information Assurance Manager for Central Technical Support Facility, Fort Hood, TX while serving as a Senior Systems Security Engineer with SAIC, Aug 2002-Jul 2004. Work with 14 major contracting companies doing vulnerability assessments on their applications prior

Bill L. Stephens

to being certified. Formulated projects, developed testing procedures, implemented new technology which enhanced technical experts and their ways of doing business across the entire PEO C3T program structure. Advise and help IASOs for the contractors to ensure all applications meet DISA and PEO C3T security requirements, updated patches for Operating Systems and Common Software products. I investigated and analyzed a variety of unusual problems and issues with program software and helped identify possible solutions for the development teams to ensure information assurance and operability of the software packages. I worked with outside agencies (ARL, SLAD, LIWA, 1st IO Cmd, OTC) that require assistance, supervise contractors brought in to help do assessments, write security policies for the CTSF and guidance for contractors to follow. Did System Engineering test for new software; wrote DII COE installation packages for security applications and other system engineering tasks as required.

Principal System Engineer with Computer Science Corporation, January 2001 to August 2002. I was part of the System Engineer Team that investigated, evaluated and select tools and methods for improving productivity and software quality for new software packages submitted to the CTSF for testing. I tested new software design applications and developed best practice guides for use by other applications software engineers. Tested new software applications for interoperability with the common foundations products and fourteen other applications, resolving critical issues affecting the configuration of the IT infrastructure and coordinated the demonstration of these new and/or enhanced applications to management and other software engineers.. Performed as Field Engineer on numerous FBCB2 Field Tests where troubleshoot network and system problems, correcting all findings on site. Was project lead for electronic mail interconnectivity with Defense Messaging Service and supported numerous field operations and field tests for new software applications. Setup and initialized procedures for the first Information Assurance scans for the ABCS systems. Wrote individual reports for the different systems and helped the System Engineers patch up and correct the many findings that Nessus, Nmap and Satan found on the systems. Developed the procedures and methods to be used and hired additional individuals to become Information Assurance Technicians to support the CTSF. Trained individuals to ensure they had the necessary capabilities to conduct Information Assurance scans on systems and how to evaluate the findings, discard false positives and methods to correct the findings from the scans.

Project Manager/Trainer/Coach (GS-13), Department of Treasury, Internal Revenue Service, 3651 South I35, Austin, TX 78767, February 2000-January 2001. Acting Chief for the National Learning Center, Austin Campus. I was Project Manager for Web Server Upgrade Project from Windows NT to Windows 2000 Server, and the Project Technical Lead for the Microsoft Windows upgrade project for a nation-wide upgrade from Win NT4 to Win2000 workstation, servicing over 100,000 IRS employees. I had to plan and coordinate the development of data structures and access strategies in alignment of the IRS business requirements with this new mission requirement. I was the IRS Subject Matter Expert and Trainer for Microsoft Windows NT 4.0 Server, Microsoft Windows NT Workstation, Microsoft Exchange Server, Networking and TCP/IP with Network Protocols. I administered the NT 4.0 server and the Web server supporting the courses, doing upgrades, security patches and enhancements as required. Set up user accounts with qualified passwords and minimum user rights. I developed and set up a system backup solution using Tower of Hanoi tower and using full and incremental backups for the learning system servers. Work with AT&T UNIX on a Pyramid system, which supported a CBT using the UNIX platform with X Windows. I maintained student information in an Oracle database. I was a member of the planning committee to determine future training requirements for the system/network administrators across the nation in the new Windows 2000 operating systems. I analyzed and defined the new network requirements, defined the required network

Bill L. Stephens

architecture and infrastructure for the IRS Network, the basic configuration and procedures to optimize the network servers, hubs, routers and switches for a nation-wide network. Member of a National Committee for administering a \$125 million contract to support education for IRS employees. I conducted cost-benefit analyses and total cost of ownership for the programs submitted during to the National Committee for computer systems/networks and programming training. Performed as a coach for the students taking the same courses as Computer Based Training (CBT) over the IRS nationwide network. Set up the students with textbooks, lesson plans, grade their progress examinations, final examinations and issue training certificates when the student completes the course. Wrote training material for new courses and operation guides for employees. Reviewed new training books for courses and write the student training guide, examinations and answer guides for the new material.

Chief Engineer for DISA Worldwide Networks, SSDS, Inc., 2751 Prosperity Avenue, Fairfax, VA, December 1999-February 2000 (SSDS contracts bought out by BMG, Inc). I was the Chief Engineer supporting the Defense Information Security Agency (DISA) and the Defense Communications Agency (DCA) worldwide networks running on HP-UX and Sun Solaris. Maintain the Web servers for user interface with the Oracle databases. I was third level UNIX support for each server on each site (47) and I did all operating system upgrades, patches, application support, Oracle Database Administration and upgrades for each server. I responded to DCA whenever they have problems they could not solve and did all troubleshooting and fixes remotely via a Motif/X Windows interface. I supported Remedy at each site (SSDS custom Remedy programs). I ensured backups were successfully completed nightly on the servers, user/group install and passwords. I used cfengine, Nocol, Tripwire and other utilities to monitor the health of the servers. I instructed the systems administrators at the sites to ensure weaknesses identified in operators were corrected. I was first responder to attempted hacks into the systems and mitigated intrusions as necessary. I planned for network extensions, improvements and upgrades for every site.

Financial Decision Support Coordinator, Adventist Healthcare, 1801 Research Blvd, Suite 200, Rockville, MD, August 1999-Oct 1999. Managed the Oracle database administrators, data warehouse personnel, Eclipsys' Transition Quality (TQ) and Transition II (TII) personnel and programs in support of the Financial Department and Clinical Health Departments. These programs worked in conjunction with SMS and PeopleSoft. TII is a management control and budgeting system that uses a cost accounting system to develop standard costs from budgeted product volumes and costs by fiscal period. TQ automates and integrates the day-to-day work of Utilization Management, Discharge Planning, Quality Management, Risk Management and Infection Control. It uses reviews and reports to provide trending information and comprehensive results of quality management practices for physicians, departments, and allied health professionals. I developed improved approaches to the design, development and implementation of data mining, data warehousing and the retrieval methods from data storage. I diagnosed and resolved some very complex data management problems and issues as presented by the Finance Director and his staff. Managed these programs on HP 9000 servers using NT 4.0 workstations and also 3 DEC Alpha 4100 servers. Managed data warehouses using Microsoft Access, Microsoft SQL Server 7.0, Monarch, Tuxedo/Web server and Crystal Reports (Seagate). Oracle was v7.3.4 and v8.2. Used Precision Analysis software for monitoring the system performance. Member of the Washington Adventist Hospital, Shady Grove Adventist Hospital and Shady Grove Patient Care Leadership Committees.

Senior Systems Programmer/NCF Engineer, Prism (Professional Resources in Information Systems Management), Silver Spring, MD, June 1999-Aug 1999. Sub-contracted to the Department of Commerce to help manage the Network Control Facility for the National Oceanic

Bill L. Stephens

and Atmospheric Administration. This entailed working with HP servers, Cisco routers, Sybase Data Base, modems and satellite communications systems linking all National Weather Service stations across the United States. We managed the equipment at the outlying weather stations from the NCF, did on-line troubleshooting and second/third level help desk support. We helped ensure the information system maintained organizational needs and adhered to NOAA guidelines. Responded to Meteorologist and on-site staff requests, reset communications equipment, broadcasted weather messages, and called out vendor support (as needed) from HP and GTE. Did system administration functions (user accounts, backups, scripts, cron jobs, etc.) for the servers in every weather station (WOF/RFC) across the network.

Senior Computer Scientist, Computer Sciences Corporation, Hartford, CT, May 1999-June 1999. I worked on CSC's contract with Pratt and Whitney as an UNIX Transition Lead which was tasked to convert the networks, computers, system operations and employees over to CSC. Worked with the local Information Technology manager to help design and implement critical information systems to ensure a smooth transition. I worked with Sun Ultra Enterprise 10000, Sun Ultra 4500 and 3500 servers and approximately 4200 Sun workstations. I helped complete the system inventory, recruitment of new UNIX system administrators, division budget and procurement procedures, Y2K test procedures, employee transition questions, and backup programs. I developed a highly efficient network backup and recovery system which backed up over 10 terabytes of data nightly. I ensured the rigorous application of information security/information assurance policies and practices for this very sensitive engineering site. I taught Information System Security classes to the system administrators for this very large and complex network consisting of over 130 buildings on two sites in two states.

Senior Applications Engineer/Solaris System (UNIX) Administrator, Executive Securities and Engineering Technologies, Inc. (ESET), 5501 Backlick Road, Suite 300, Springfield, VA 22151, June 1998-May 1999. While sub-contracted to Computer Sciences Corporation for the Joint Total Assets Visibility (JTAV) Project, I was the Technical Lead for the JTAV Y2K test and evaluation project. Wrote Y2K test procedures for Solaris operating systems and part of task force which tested various JTAV servers; Pentagon, Atlantic Command, Europe Command, Pacific Command and US Forces Korea. I planned and implemented procedures to effectively recognize, report, track and resolve problems encountered for this world-wide logistics program. Performed all normal system administration on SUN Enterprise 5000 and SUN 1000 Solaris servers. Loaded and configured the Solaris operating system, JTAV programs and databases, Oracle7 system and related programs, Netscape Web Server, etc. Monitored and evaluated new software programs prior to installing on the production servers. Performed Netscape Web Server Administration and Oracle Database Administration tasks as required. Installed, configured and registered DNS/Bind on SUN server. Worked with Web servers and administered Web accounts for all users. Installed SUN 5000 servers locally (Pentagon) and ensured total operational system was maintained. Worked with Imagery Support Server Environment (ISSE) Guard for secure high-low communications. Loaded and administered various Windows NT and 95 workstations. Did local network install and maintenance, system backups and other normal network/system administration. Performed telephonic technical support for outlying site system administrators. Installed Secure Shell and wrote installation instructions for other sites. Installed operating system patches as needed for the Solaris 2.6 operating system. Wrote scripts and set up cron jobs as needed. Interfaced with customers, users and testers on a daily basis. Taught lunch hour classes in information security for the system administrators. Trained in Oracle8 Database Administrator and Sun Ultra Enterprise 10000 Systems Administration.

September 1997-June 1998. **Senior Systems Programmer/Project Lead, Raytheon Systems Company, 7700 Arlington Blvd., Falls Church, VA 22042.** Project Lead for two Microsoft

Bill L. Stephens

Exchange Server projects for ISG Division and the Engineer Division. Technical Project Lead for a Windows NT transition project. UNIX system administrator for both Sun Solaris and HP/UX systems. Wrote a section of the Information Services Strategic Plan for the Raytheon E-Systems Five Year Business Plan. I provide division strategies for effective IT customer services and wrote recommendations for Customer Services Section in order to make new hires more familiar with the services offered. Set up NT servers and NT workstations for Information Services Department for the network people to train with new systems/applications. Set up HP OpenView and CiscoWorks network management programs and modified the program maps to fit the E-System facility layout. Analyzed Lotus Notes and Microsoft Outlook programs for possible use in the plant and compared them with Z-Mail and Synchronize that was currently being used. Microsoft Certified Professional in Windows NT and Exchange. Taught lunch hour classes for systems and network personnel to prepare them for the Microsoft Certification Exams.

May 1997-July 1997. **Project Technical Lead/Senior Network Systems Engineer**, Providence Saint Peter Hospital, 413 Lilly Road, Olympia, WA 98506. Responsible for the installation, configuration, testing and approval for a new network using DEC Alpha 4000 servers in a cluster environment using C++ and VMS to run an application supporting 350 users over a Windows NT network. Ran 3 VMS networks running three separate applications over a Novell NetWare 3.12 and 4.0 network supporting over 2700 users locally and staff at remote clinics. I was the assistant system administrator for the UNIX servers running HP/UX and Solaris 2.5 and worked with the team administrating the People Soft applications.

October 1995-April 1997. **IT Manager/Senior Software Engineer/Project Leader**, Cubic Applications Inc., Fort Lewis Battle Simulation Center (BSC), North Fort Lewis, WA 98433. I supervised five software engineers/database programmers and five software analyst using C++, FORTRAN, Sybase database and SimScript programming languages. I was responsible for the planning, budgeting, administration, and security of the information programs in support of the Simulation Center. Project Lead for the Campus Upgrade program, where I designed, procured and installed a network at a cost savings of over \$380,000 for the Simulations Center. The network consisted of a Fiber Optic backbone connecting Fast Ethernet Switches to Hubs with 10Base-T network cables. Submitted to the Director of Simulations (government representative) a report of technological needs to enhance the operations of the BSC and a plan with long-term goals for both software and hardware upgrades. I managed a 200 to 1250 user system for the Battle Simulation Center (BSC) at Fort Lewis, WA. I managed five local area networks (LAN) consisting of DEC VAX/VMS using DecNet, Multinet and TCP/IP protocols; Sun Solaris and SPARCstation 20s using UNIX, DCL, HP/UX, and DEC Ultrix operating systems and one Novell network. I instructed the junior software engineers in their duties of programming and reviewed all programs prior to using these applications on the system. I managed the design and implementation of my site into a world wide network (WAN) during major exercise, connecting to Hawaii, Japan, Korea, Okinawa as well as numerous sites in Alaska and the continental United States. I developed work schedules, database requirements, system and equipment requirements and cost estimates for future exercises.

October 1992-September 1995. **Systems Manager/ Network Administrator**, Logicon Technical Services, Inc., Building AT-3940, Fort Bragg, NC 28307. I supervised six to eight software engineers that maintained an extensive database and the simulation programs using C++, FORTRAN, Sybase Database and SimScript programming languages. I planned, organized, implemented and supervised the information systems technical staff while implementing new programs for the training center. Project Leader for the Facilities Upgrade program where I researched, designed, provided costs estimates and vendor information to upgrade the Fort Bragg BSC with a new computer/network system. I managed\supervised the complete installation of the

Bill L. Stephens

new systems. Submitted written reports periodically and did oral briefings to the government contract representative, the Simulation Center Director and Army Director of Training. I designed, procured, implemented and installed a 120 computer workstation and network system using Ethernet and a DEC VAX/VMS computer system at Fort Campbell, KY and Fort Stewart, GA. I managed a DEC VAX/VMS system over a LAN supporting SUN Solaris UNIX, Hewlett Packard 9000s running HP/UX, DEC Ultrix and IBM compatible computers using DecNet, Multinet, and TCP/IP protocols. Conducted nationwide exercises using leased data grade telephone lines, modems and routers, connecting five sites in different states.

August 1991-September 1992. **Technical Instructor, GTE-Government Service Corp.,** Fort Hood, TX, Frankfort, GE and Fort Bragg, NC. Technical instructor for the Mobile Subscriber Equipment (MSE) Network Supervisors Course, subjects included computer packet switching, networking, electronic switching systems, and system maintenance. This course also was designed to teach how to analyze system requirements in response to risks and costs, evaluation, verifying and validating system software environments. I also taught the integration of hardware and software components within the MSE environment. I also instructed the System Maintenance Manager's Course for the Mobile Subscriber Equipment fielded to the U.S. Army by GTE. These courses were heavy in electronic maintenance, circuit diagrams, circuit troubleshooting, component level electronic parts repair or replacement. I instructed the Electronic Switch Course that included doing users' databases, engineering technologies and their effect on the operating environment.

August 1990-August 1991. **Commander/Electronic Maintenance Manager, 161st Communications Security (COMSEC) Support Detachment,** Fort Hood, TX 76545. I supervised 26 military and 14 civilian electronic technicians. Responsible for factory level electronic maintenance for all COMSEC equipment in a nine-state area. I administered a Burroughs UNIX computer system for data base applications which was used for production control, inventory accountability, parts requisition and job usage reports. I was required to give Chief of Staff level formal oral presentations complete with charts and graphs on Life Cycle Management, Quality Control and Resource Management. During Desert Storm I was required to set up a system of support for repair parts and a equipment turn-in/pickup for the units my shop supported across the battlefield environment.

May 1969-Aug 1990. US Army, Automated Data Processing Manager, Telecommunication Center Manager, Computer Security Manager, Platoon Leader, Intelligence Officer, Cryptologic Officer, Radio Telecommunication Officer, FM/AM Radio Officer, Secure Telephone Switch Manager, Morse Intercept Supervisor, Project Manager, COMSEC Custodian, Electronic Maintenance Officer, **Training Material Writer, Signal School Instructor.**

Training Certificates: CIO G6 Information Assurance Manager (IAM), CIO G6 Retina Scanner, CIO G6 Harris STAT Scanner, CIO G6 Computer Defense, NSA INFOSEC Assessment Methodology (NSA IAM), System Administration Security Course, Network Manager Security Course, Computer Network Defense, Information Assurance Security Officer Course, Standardized COMSEC Custodian Course, USASA Signal Security Advisors Course, Security in Automated Systems Course, Information Security Orientation Course, Essentials of Industry Security Management, Defense Industrial Security Program I&II, UNIX Security for Systems Administrators, Windows NT Systems Security and Information Assurance for Auditors & Evaluators, DITSCAP Process. Many other certificates in Configuration Management, Quality Control, UNIX and NT.

Other agencies certificates include:

NSA: Operations Security, NSA INFOSEC Assessment Methodology

Bill L. Stephens

FEMA: Community Safety Educators Course, Emergency Response to Terrorism, Introduction to Community Emergency Response Team, Animals in Disaster, Awareness and Preparedness, National Incident Management System, National Response Plan (NRP)

DoD Security Institute: Information Security Orientation Course, Essentials of Industrial Security Management, Defense Industrial Security Program I and II, Host-Based Security Systems

Joint Forces Command: Security in the Information Age, Information Security Fundamentals

Professional Membership: EC-Council, International Information Systems Security Consortium, American College of Forensic Examiners Institute, Information Systems Audit and Control Association, Operations Security Professionals Society, Writers League of Texas, Western Writers of America

Publications:

Coastal Del Rey, Domhan Press, New York.

Mesa De Lagrimas, Domhan Press, New York.

The Dome of Evil, Libris Press, New York.

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

Name JASON M. ZIEGLER

Address 1208 S 19th St

Home Phone 254 547 1388 Office Phone _____

Fax 254 547 1388 E-mail jasonmziegler@yahoo.com

Occupation Teacher

Volunteer/Community Service _____

Professional Affiliations _____

Areas of Interest _____

Education B.S.A.S Sociology Texas State University at San Marcos

I would like to be considered for the following:

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

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

Jason M. Ziegler

Objective

To serve my community, by gaining a understanding of government at a local level, and to use this knowledge to keep Copperas Cove a wonderful place for my family and all Cove citizens.

Summary of qualifications

- Interest in local government, and politics.
- Resident of Copperas Cove.
- Manager of 3 English Training schools in Beijing, China.

Work experience

[September 2007-Present] CCISD Copperas Cove, TX

Substitute Teacher

- Substitute teacher for grades ranging from Pre-K to 12th grade.
- Responsible for administering prepared lessons left by teachers.
- Lectured students on material appropriate to content area.
- Strong sense of classroom management.
- Duties include documenting student behavior and attendance

[July 2005- June 2007] Modern English Training School Beijing, China

ESL Teacher & Manager of Foreign Teachers

- Taught ESL to a wide variety of students aged 10-45 in a classroom environment.
- Taught English to executives in a one on one setting.
- Responsible for hiring and training teachers.
- Responsible for Marketing and Demonstrations.
- Duties included lesson preparation, course development, teacher job assignment and payroll calculations

[August 2004- May 2005] Sarpino's Pizzeria Houston, TX

Restaurant Manager

- In charge of training newly hired staff in all areas of food preparation and point of sale transactions.
- Responsible for scheduling employees and assigning duties.
- Duties included opening and closing the store six days a week as well as preparing food and making deliveries.

Education

[1998-2004] Texas State University

San Marcos, TX

B.S. Applied Sociology

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

Name *Fredrick R Harris* Date *18 JUN 2008*

Address *509 Bowen Avenue*

Home Phone *518-3686* Office Phone _____ Mobile Phone *289-4911*

Fax _____ E-mail _____

Occupation *Management Consultant*

Volunteer/Community Service *AUSA, YMCA*

Professional Affiliations *ROTARY CLUB*

Areas of Interest _____

Education _____

I would like to be considered for the following:

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

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

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

received
6/18/08
Jlees

Name Rick Ott
Address 302 W. Blaines Dr.
Home Phone 254-338-8238 Office Phone _____
Fax 254-547-9233 E-mail OttGroup@aol.com
Occupation Business Owner / Realtor
Volunteer/Community Service CCISD Education Foundation
Professional Affiliations National Assc. of Realtors, Texas Assc. of Realtors.
Areas of Interest Real-Estate
Education Some College

I would like to be considered for the following:

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

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

Rick Ott
302 W. Blancas Dr.
Copperas Cove, TX 76522
254-338-8238
ottgroup@msn.com

Education

Currently Attending Strayer University Online, Spring 2008

Central Texas College, 1995 – 1996

Working towards degree in Business Administration

Experience

- I currently work as a Realtor in the greater Ft. Hood area. I have been a member of the National Association of Realtors, Texas Association of Realtors, and the Fort Hood Association of Realtors since 2002. I Have experience working with developers as well as a good situational awareness of how our city intends to grow. I will use my knowledge of Real-Estate to help me help our community.
- Prior to Starting my Real-Estate Business I spent ten years on active duty in the Army. I learned how to lead through this experience.

Skills

- Proficient in communication, computers and software such as windows various Microsoft office programs.
- Understanding of the site survey process
- Understanding of zoning around Copperas Cove, and steps needed to make changes to zoning.

PLANNING & ZONING COMMISSION

POSITION	NAME/ADDRESS	TERM OF OFFICE
One	Willie Goode 1012 S. 29 th St. Copperas Cove, TX (H) 542-3880 (W) 542-7337 wilcarloode@aol.com	04-02-07 to 06-30-09
Two	Bradi Diaz 102 Eichelberger Drive Copperas Cove, TX (H) 542-6105 (C) 290-9508 bdiaz@hotmail.com	07-01-06 to 06-30-09
Three	Jenifer Sanders 203 Barber Copperas Cove, TX (H) 547-2554 (W) 394-6849 jenifer@covetheatre.com	07-01-07 to 06-30-10 resigned 4/18/08
Four	Phyllis Ruff 608 Mesquite Circle Copperas Cove, TX (H) 449-7092 (W) 285-5852 phyllis.c.ruff@us.army.mil	07-01-07 to 06-30-10
Five	John Gallen 2401 Veteran's Ave Copperas Cove, TX (H) 542-2107 (W) 547-2534 @jgallen@hotmail.com	07-01-07 to 06-30-10
Six	Ron Clark 614 Judy Lane Copperas Cove, TX (H) 547-5545 (W) 547-3687 clarkjpd@earthlink.net	07-05-05 to 06-30-08
Seven	Sandor Vegh 1407 Eagle Trail Copperas Cove, TX (H) 542-2300 Svegh36@msn.com	07-05-05 to 06-30-08

Updated May 7, 2008

City of Copperas Cove

City Council Agenda Item Report

July 1, 2008

Agenda Item No. I-2

Contact – Carl Ford, City Planner, 547-4221
cford@ci.copperas-cove.tx.us

SUBJECT: Consideration and action on appointment of members to the Planning and Zoning Commission to fill vacancies.

1. BACKGROUND/HISTORY

The Planning and Zoning Commission is an advisory body to the City Council – primarily for zoning and platting matters. The commission consists of seven members appointed to Positions One through Seven. The terms of two of the seven positions (Position Six and Seven) expired on June 30, 2008. One vacancy was created by a member resignation and another vacancy is due to a member vacating the position in order to serve on the City Council.

2. FINDINGS/CURRENT ACTIVITY

The City Council should appoint two individuals to fill the expired terms of Position Six and Seven. The new term of service for the two positions will be from July 1, 2008 to June 30, 2011. The individuals serving in Positions Six and Seven have served two terms, thus are ineligible for reappointment.

Two additional appointments are necessary. One appointment will fill the vacancy created to Position One in order to allow that member to serve on the City Council. The term of Position One is July 2, 2008 to June 30, 2009. The other appointment will fill the vacancy created by a member resignation in Position Three. The term of Position Three is July 2, 2008 to June 30, 2010.

The required document(s) of eight interested individuals were submitted to the City Secretary and are attached for consideration by the City Council.

3. FINANCIAL IMPACT

None.

4. ACTION OPTIONS/RECOMMENDATION

City Staff recommends appointment of four individuals to fill the vacancies in of Positions One, Three, Six and Seven on the Planning and Zoning Commission.

BOARD OF ADJUSTMENT



City of Copperas Cove

CITY OF COPPERAS COVE VOLUNTEER APPLICATION

The following information is required to help the City make the best possible decision regarding the selection of volunteers. The City appreciates your interest and the time you spend completing this application form. Selection of applicants as volunteers is based on a number of factors, and there is no guarantee that an applicant will be selected to volunteer.

Name: SANDOR VEGH Phone: (H) 542-2300(w) Cell Phone: 290-8791

Address: 1407 EAGLE TRL City: COPPERAS COVE State: TX Zip: 76522

Email address: SVEGH36@MSN.COM Are you under 18 years of age: Yes No Date of Birth: 09/12/36
(Date of birth is needed for background screen to include criminal history search.)

Drivers License State and #: TX-12224003 Social Security #: 135-32-6478

SKILLS AND INTERESTS:

Education Background: 2 YRS COLLEGE

Previous Work Experience (Please list current and previous employers and include phone numbers and reason for leaving): MANAGEMENT / RETIRED

Hobbies, Interests, Skills: GOLF - RETAIL

Previous Volunteer Experience: PLANNING & ZONING COMMISSION

Is there a particular type of volunteer work in which you are interested?

BOARD OF ADJUSTMENT

Are you a City of Copperas Cove resident? Yes No

Are you a current City of Copperas Cove employee? Yes No

If yes, list Department and Supervisor: _____

Have you ever been employed by the City of Copperas Cove? Yes No

If yes, give dates of employment: _____

Reasons for leaving: _____

List names of any friends, family members, or acquaintances employed by the City of Copperas Cove: _____

MIKE CHANDLER

REFERENCES:

Provide the names, addresses and telephone numbers for three references. Do not list relatives or previous employers.

Name	Address	Phone #	Relationship
MIKE O'HANLON		547-2606	FRIEND
DANNY GRADY	110 PONY STREET	289-9554	FRIEND
XXXXXXXXXX	1306 XXXX STREET	547-5578	FRIEND
JOHN CHARLES			

EMERGENCY NOTIFICATION INFORMATION:

1. Name: BETTY NEGAH Relationship: WIFE
 Address: 1407 EAGLE TRL CC TX 76522
Street City State Zip
 Home Phone: (254) 542-2300 Work Phone: () Cell Phone: ()
 Comments: _____

2. Name: _____ Relationship: _____
 Address: _____
Street City State Zip
 Home Phone: () Work Phone: () Cell Phone: ()
 Comments: _____

Complete only if under 18 years of age

PARENT / GUARDIAN CONSENT:

_____ has my permission to work as a volunteer in the City of Copperas Cove. I understand that as a volunteer, my teenager will not get paid, but his/her services will be considered as regular work experience and that he/she will be expected to dress and conduct himself/herself appropriately.

Printed Name of Parent / Guardian City, State, Zip Telephone Number

Signature of Parent / Guardian Date

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

Name Patricia Thomas Date _____

Address 2004 Liberty St.

Home Phone 547-2799 Office Phone — Mobile Phone 254-371-6313

Fax _____ E-mail rcpdethomas@embargo@mail.com

Occupation Retired educator

Volunteer/Community Service Library Board, Board of Adjustments,
Meals on Wheels, Boys and Girls Club tutoring & cooking
Housing Authority

Professional Affiliations Noon Exchange Club

Areas of Interest helping others, gardening, playing bridge, sewing,
cooking

Education post graduate

I would like to be considered for the following:

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

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

June 12, 2008

Jane Lees, City Secretary:

Please consider my application for the various boards and committees for which there may be vacancies with the city of Copperas Cove.

I have been a member and currently serve on several city boards. I consider it a privilege and a responsibility to serve in this capacity. I am a retired educator and have time to devote to the position. I have lived in Copperas Cove for twenty-two years and am familiar with its growth, change, and politics.

Thank you for considering my request to an appointment where needed.

I am looking forward to continuing to serve my community.

A handwritten signature in cursive script that reads "Patricia Thomas". The signature is written in dark ink and is positioned above the printed name.

Patricia Thomas

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

Name FRANK D. SOMERA, Jr Date 19 June '08

Address 203 JANUARY ST

Home Phone (254) 547-1018 Office Phone _____ Mobile Phone 254-4061

Fax _____ E-mail FSOMERA@HOT.PR.COM

Occupation Cherger; Ret military (COL)

Volunteer/Community Service _____

Professional Affiliations _____

Areas of Interest _____

Education _____

I would like to be considered for the following:

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

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

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

RECEIVED
BY 8B DATE 4-30-08

Name JAMES MORIVAL

Address 604 N 4TH ST

Home Phone (254) 245 7087 Office Phone _____

Fax _____ E-mail PARLONZ 04(a) yahoo.com

Occupation ARMY

Volunteer/Community Service _____

Professional Affiliations _____

Areas of Interest CITY OF COPPERAS COVE

Education COLLEGE

I would like to be considered for the following:

- Planning and Zoning Commission
- Board of Adjustment
- Library Advisory Board
- Fact Finding and Advisory Committee
- Election Judge/Alternate/Clerk
- Animal Control Advisory Committee
- Housing Authority
- Hospital Authority
- Economic Development Corporation
- Volunteer – Cove in Lights Committee
- Keep Copperas Cove Beautiful Commission

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

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

Name CHARLES (CHUCK) DOWNARD Date JANUARY 10 2008

Address 208 RIDGE ST COPPERAS COVE, TX 76522

Home Phone 547-8816 Office Phone _____ Mobile Phone 681-4344

Fax _____ E-mail CDOWNARD@HOT.RR.COM

Occupation RETIRED

Volunteer/Community Service RABBIT FEST, PREVIOUS CRIME STOPPER,
COVE HOMELESS SHELTER, USO

Professional Affiliations DAV, VFW, AARP, 1ST CAV DIV ASSN.

Areas of Interest _____

Education HIGH SCHOOL +

I would like to be considered for the following:

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

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

BOARD OF ADJUSTMENT

POSITION	NAME/ADDRESS	TERM OF OFFICE
One	Robert Clark 1403 E. Robertson Ave. Copperas Cove, TX 76522 (H) 547-2567 (C) 423-0272 robertleeclark@hotmail.com	07-01-07 to 06-30-09
Two	Robin Hopkins 907 S. 27 th Street Copperas Cove, TX (H) 547-6284 (W) 547-8801 (cell 290-8618) wynghwhysper@hotmail.com	07-01-06 to 06-30-08 07-01-03 to 06-30-05
Three	Charles Hendricks 332 Skyline Drive Copperas Cove, TX 76522 (H) 371-3629 (W) 286-7718 charles.hendricks@us.army.mil	09-04-07 to 06-30-09
Four	L. O. "Bud" Owsley 807 Park Ave. Copperas Cove, TX (H) 547-3802 owlbigboy@aol.com	07-01-06 to 06-30-08
Five	Billy Minton 1407 Pony Express Copperas Cove, TX (H) 547-5585 brmint@juno.com	09-04-07 to 06-30-09
Alternate	Vacant	
Alternate	Phillip Lavalis 342 Skyline Drive Copperas Cove, TX 76522 (H) 547-4088 (W) 371-7866 retstyle@hotmail.com	09-04-07 to 06-30-08

Updated September 21, 2007

City of Copperas Cove

City Council Agenda Item Report

July 1, 2008

Agenda Item No. I-3

Contact – Carl Ford, City Planner, 547-4221
cford@ci.copperas-cove.tx.us

SUBJECT: Consideration and action on appointment of members and alternates to fill vacancies on the Board of Adjustment.

1. BACKGROUND/HISTORY

The Board of Adjustment is composed of five regular members and two alternates:

Position One – vacant
Position Two – Robin Hopkins
Position Three – Charles Hendricks
Position Four – L. O. “Bud” Owsley
Position Five – Billy Minton
Alternate – Phillip Lavalis
Alternate – vacant

Position One became vacant with the resignation of Robert Clark who accepted employment out of town and had to move. The alternate position has been vacant for some time because of a lack of volunteer applicants.

2. FINDINGS/CURRENT ACTIVITY

Currently there are two vacancies on the Board of Adjustment, with five filled positions. Of the five positions, three terms expired in June 2008. Two of the positions (Position Four and an Alternate Position) are eligible for reappointment. The Alternate member may be reappointed as an Alternate or appointed to Position One. Position Two is term limited; however, consultation with the City Attorney yielded the reappointment of this position is allowed since only one meeting was held during the previous year.

The vacancies should be filled as soon as possible in order to allow the Board of Adjustment to conduct business as needed. Several applications were submitted to the City Secretary and are attached for consideration by the City Council.

3. FINANCIAL IMPACT

None.

4. ACTION OPTIONS/RECOMMENDATION

City Staff recommends the City Council appoint/reappoint members and alternates to fill the vacancies on the Board of Adjustment.

RESOLUTION NO. 2008-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, CORYELL COUNTY, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A LEASE AGREEMENT BETWEEN CHASE EQUIPMENT LEASING, INC OF COLUMBUS, OH IN THE AMOUNT OF \$314,003.34 AND THE CITY OF COPPERAS COVE AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ESCROW LEASE BETWEEN THE CITY OF COPPERAS COVE AND CHASE EQUIPMENT LEASING INC. OF COLUMBUS, OHIO.

WHEREAS, the CITY OF COPPERAS COVE, TEXAS (“Lessee”) has determined that a need exists for the acquisition of the equipment (“Equipment”) described in the Lease Agreement (Exhibit A) and Equipment Schedule (Exhibit B) to be entered into between Lessee and CHASE EQUIPMENT LEASING INC. OF COLUMBUS, OHIO (“Lessor”) that has been presented to this meeting (“the Lease”), and that the use of such Software and Equipment is essential to Lessee’s proper, efficient and economic operation; and

WHEREAS, the City Council approved the purchase of the following software and equipment in the amount of \$314,003.34:

- 1 – Building Module Software
- 1 – Verticutter fpr 2500B Triplex Greens Mower
- 1 – JD2500b Diesel TriPlex Greens Mower
- 1 – JD 2020 Progator Sprayer - Used
- 1 – F250 Regular Cab
- 1 – Irrigation Equipment
- 1 – Fertigation System
- 1 – 2009 International 4300 M7 Dump Truck
- 1 – 420 E CAB4E Back Loader; and

WHEREAS, the terms of said Lease are in the best interest of the City; and

WHEREAS, the funds made available under the lease will be deposited with J.P. Morgan Chase Trust Company (the Escrow Agent”) pursuant to an Escrow Agreement between Lessee and the Escrow Agent (the Escrow Agreement”) and will be applied to the acquisition of the Equipment in accordance with said Escrow Agreement; and

WHEREAS, Lessee has taken the necessary steps, including those relating to any applicable legal bidding requirements, to arrange for the acquisition of the Equipment.

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

1. That the City Council of Copperas Cove authorizes the City Manager to execute a lease between the City of Copperas Cove and Chase Equipment Leasing Corporation.
2. That the City Manager be, and is hereby authorized and directed, in the name and on behalf of City, from time to time to execute and deliver modifications, renewals, extensions, and replacements of such agreements and other documents containing such terms and conditions.
3. That as for this Equipment Lease, the City of Copperas Cove City Council reasonably anticipates to issue not more than \$10,000,000 of tax-exempt obligations (other than "private activity bonds" which are not "qualified 501(c)(3) bonds") during the calendar year in which this equipment lease is issued and hereby designates each equipment lease as qualified tax-exempt obligation for purposes of Section 2659b) of the Internal Revenue Code of 1986, as amended.

PASSED AND APPROVED at a meeting of the City Council of the City of Copperas Cove, Texas this 1st day of July 2008, at which meeting a quorum was present, held in accordance with the provisions of the Texas Government Code, §551.001, *et.seq.*

Robert Reeves, Mayor Pro Tem

ATTEST:

Jane Lees, City Secretary

APPROVED AS TO FORM:

James R. Thompson, City Attorney

Chase Equipment Leasing Inc.
Instructions for Submitting
Escrow Disbursement Requests

Thank you for choosing Chase Equipment Leasing Inc. to meet your equipment financing needs. To ensure that you receive the quality service you expect from Chase Equipment Leasing Inc., we ask that you refer to the following instructions when submitting escrow disbursement requests in the future:

- All Escrow Disbursement Requests should be sent to us at the following address:

Chase Equipment Leasing Inc.
Attn: Escrow Specialist
1111 Polaris Parkway, Suite A-3
Columbus, OH 43240

- Our Escrow Specialists are prepared to answer your questions regarding anticipated or previous disbursement requests and can be reached at 1-800-879-9182.
- **A complete disbursement request should include the following information to ensure prompt processing:**
 1. Completed and signed Partial Receipt Certificate/Payment Request Form. PLEASE NOTE: Escrow Disbursement Requests must bear the original signature by an individual who has been authorized to execute the lease documentation. If you have questions regarding who can sign escrow disbursements, please contact an Escrow Specialist.
 2. Vendor Invoice for the equipment being purchased. (Proof of Payment will also be required if we are reimbursing you)
 3. Insurance will be required on all delivered equipment at the time the disbursements are being processed.
 4. When the Equipment is Motor Vehicles, one of the following must be provided with Items 1, 2 and 3 above: (A) the original, or a copy, of the Vehicle Title showing Chase Equipment Leasing Inc. as first lienholder or (B) if the original title has not yet been received, a copy (front and back) of the Manufacturer's Statement of Origin (MSO) or Title Application showing Chase Equipment Leasing Inc. as lienholder.
- Please clearly indicate on the vendor's invoice whether you wish to pay the vendor by check or by wire transfer. If a wire transfer is requested, please provide wire instructions for each vendor. Wire instructions must include the bank name, ABA routing number, account number and the payee contact name and phone number.
- When the FINAL disbursement from the escrow account is requested, please complete, sign and send the Final Receipt Certificate/Payment Request form so we can disburse funds and close the escrow account.

Document Package Checklist and Instructions

- o Lease Schedule No. 1000132764, Schedule A-1, Payment Schedule, Software Acquisition Schedule Addendum, Vehicle Addendum, State Addendum, and Prepayment Restriction Schedule Addendum – These are specific contract for the current financing and details how much is being financed, describes the equipment and states the repayment terms. Please have Authorized Signer both sign and write in their title on each form.
- o Resolutions and Certificate of Incumbency – Your governing board must understand and approve both the financing and the Authorized Signer(s). Please have the Secretary/Clerk certify both that the board has met and approved the financing and the titles of the Authorized Signer(s), and the specimen signature(s) of the Authorized Signer(s).
- o Opinion of Counsel – Please have your counsel review the documents as soon as possible and prepare an Opinion of Counsel on their letterhead addressed to Chase Equipment Leasing Inc. We have enclosed a sample Opinion of Counsel which will satisfy Chase Equipment Leasing Inc.
- o IRS Form 8038-G – Required form for tax-exempt financing. Please have Authorized Signer sign the bottom of the form.
- o Insurance Disclosure – Proof of Insurance is needed prior to the release of funds to any vendor. Please have the enclosed Insurance letter completed and signed. The letter should be faxed to your agent, so an appropriate certificate may be faxed to our attention at 866-276-4068.
- o Escrow Agreement, and Escrow Funding Schedule Addendum and No Arbitrage Certificate – These establish the escrow account and the relationship with Escrow Agent. Please have Authorized Signer sign page 3 of the Escrow Schedule Addendum, and check the appropriate box on page 2 of same.
 - o The Escrow Agreement requires the Authorized Signature on page 6. Review page 5 and complete as necessary. ***Please note 2 original executed Escrow Agreements need to be sent to CEL with the return document package. One each is needed for the Escrow Agent and for CEL.***
 - o W9 – A copy of your W9 is needed by the Escrow Agent for tax reporting. Please include a copy of your W9 with the executed documents.
 - o JPMorgan Institutional Trust Services Investment Authorization Form: This instructs Escrow Agent where to invest the escrowed funds. Please choose an investment instrument on page 7 of the Escrow Agreement.
- o If you need investment advice, please contact Laura L. Ramsey at 312-954-0216 or Kevin J. Binninger at 312-954.0163.

Laura's email address is laura.l.ramsey@jpmorgan.com

Kevin's email address is kevin.j.binninger@jpmchase.com

LEASE SCHEDULE NO. 1000132764

Dated As Of 07/03/2008

This Lease Schedule, together with its Payment Schedule, is attached and made a part of the Master Lease-Purchase Agreement described below ("Master Lease") between the Lessee and Lessor named below. All terms and conditions of the Master Lease are incorporated herein by reference. Unless otherwise defined herein, capitalized terms defined in the Master Lease will have the same meaning when used herein.

Master Lease-Purchase Agreement dated September 21, 1998

A. EQUIPMENT DESCRIBED: The Equipment includes all of the property described on Schedule A-1 attached hereto and made a part hereof.

B. EQUIPMENT LOCATION: See Schedule A-1.

C. ACCEPTANCE OF EQUIPMENT: AS BETWEEN LESSEE AND LESSOR, LESSEE AGREES THAT: (a) LESSEE HAS RECEIVED AND INSPECTED ALL EQUIPMENT; (b) ALL EQUIPMENT IS IN GOOD WORKING ORDER AND COMPLIES WITH ALL PURCHASE ORDERS, CONTRACTS AND SPECIFICATIONS; (c) LESSEE ACCEPTS ALL EQUIPMENT FOR PURPOSES OF THE LEASE "AS-IS, WHERE-IS"; AND (d) LESSEE WAIVES ANY RIGHT TO REVOKE SUCH ACCEPTANCE.

D. ESSENTIAL USE; CURRENT INTENT OF LESSEE: Lessee represents and agrees that the use of the Equipment is essential to Lessee's proper, efficient and economic functioning or to the services that Lessee provides to its citizens and the Equipment will be used by Lessee only for the purpose of performing its governmental or proprietary functions consistent with the permissible scope of its authority. Lessee currently intends for the full Lease Term: to use the Equipment; to continue this Lease; and to make Rental Payments if funds are appropriated in each fiscal year by its governing body.

E. RENTAL PAYMENTS; LEASE TERM: The Rental Payments to be paid by Lessee to Lessor, the commencement date thereof and the Lease Term of this Lease Schedule are set forth on the Payment Schedule attached to this Lease Schedule.

F. RE-AFFIRMATION OF THE MASTER LEASE: Lessee hereby re-affirms all of its representations, warranties and obligations under the Master Lease (including, without limitation, its obligation to pay all Rental Payments, its disclaimers in Section 7 thereof and its representations in Sections 6.1 and 16 thereof).

G. BANK QUALIFIED: LESSEE CERTIFIES THAT IT HAS DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION IN ACCORDANCE WITH SECTION 265(b)(3) OF THE CODE, THAT IT HAS NOT DESIGNATED MORE THAN \$10,000,000 OF ITS OBLIGATIONS AS QUALIFIED TAX-EXEMPT OBLIGATIONS IN ACCORDANCE WITH SUCH SECTION FOR THE CURRENT CALENDAR YEAR AND THAT IT REASONABLY ANTICIPATES THAT THE TOTAL AMOUNT OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY LESSEE DURING THE CURRENT CALENDAR YEAR WILL NOT EXCEED \$10,000,000.

Equipment/Escrow Acceptance Date: _____

LESSEE:
CITY OF COPPERAS COVE

LESSOR:
CHASE EQUIPMENT LEASING INC. formerly known
as Banc One Leasing Corporation

By: _____

By: _____

Title: _____

Title: _____

507 South Main Street
Copperas Cove, TX 76522

1111 Polaris Parkway, Suite A3
Columbus, Ohio 43240

SCHEDULE A-1
Equipment Description

Lease Schedule No. 1000132764 dated 07/03/2008

The Equipment described below includes all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto.

Equipment Location: 507 South Main Street
Copperas Cove, TX 76522

Equipment Description: Various including but not limited to: Building Module Software, Verticutter for 2500B Triplex Greens Mower, Progator Sprayer, Turf Gator, F-250 Regular Cab, Irrigation Equipment, Fertigation System, International Dump Truck, and Back Loader

Expected Equipment Purchase Price	\$314,003.34
Minus Lessee Down Payment/Trade-in	\$N/A
Net Amount Financed	<u>\$314,003.34</u>

This Schedule A-1 is attached to the Lease Schedule or a Receipt Certificate/Payment Request relating to the Lease Schedule.

CITY OF COPPERAS COVE
(Lessee)

CHASE EQUIPMENT LEASING INC.
(Lessor)

By: _____

By: _____

Title: _____

Title: _____

PAYMENT SCHEDULE

This Payment Schedule is attached and made a part of the Lease Schedule identified below which is part of the Master Lease-Purchase Agreement identified therein, all of which are between the Lessee and Lessor named below.

Lease Schedule No. 1000132764 Dated 07/03/2008 Accrual Date: 07/03/2008

Amount Financed: \$314,003.34 Interest Rate: 3.48000% per annum

Rent Number	Rent Date	Rent Payment	Interest Portion	Principal Portion	Principal Balance	Termination Value
1	8/3/2008	\$7,370.09	\$910.61	\$6,459.48	\$307,543.86	\$307,543.86
2	9/3/2008	\$7,370.09	\$891.88	\$6,478.21	\$301,065.65	\$301,065.65
3	10/3/2008	\$7,370.09	\$873.09	\$6,497.00	\$294,568.65	\$294,568.65
4	11/3/2008	\$7,370.09	\$854.25	\$6,515.84	\$288,052.81	\$288,052.81
5	12/3/2008	\$7,370.09	\$835.35	\$6,534.74	\$281,518.07	\$281,518.07
6	1/3/2009	\$7,370.09	\$816.40	\$6,553.69	\$274,964.38	\$274,964.38
7	2/3/2009	\$7,370.09	\$797.40	\$6,572.69	\$268,391.69	\$268,391.69
8	3/3/2009	\$7,370.09	\$778.34	\$6,591.75	\$261,799.94	\$261,799.94
9	4/3/2009	\$7,370.09	\$759.22	\$6,610.87	\$255,189.07	\$255,189.07
10	5/3/2009	\$7,370.09	\$740.05	\$6,630.04	\$248,559.03	\$248,559.03
11	6/3/2009	\$7,370.09	\$720.82	\$6,649.27	\$241,909.76	\$241,909.76
12	7/3/2009	\$7,370.09	\$701.54	\$6,668.55	\$235,241.21	\$235,241.21
13	8/3/2009	\$7,370.09	\$682.20	\$6,687.89	\$228,553.32	\$228,553.32
14	9/3/2009	\$7,370.09	\$662.81	\$6,707.28	\$221,846.04	\$221,846.04
15	10/3/2009	\$7,370.09	\$643.35	\$6,726.74	\$215,119.30	\$215,119.30
16	11/3/2009	\$7,370.09	\$623.85	\$6,746.24	\$208,373.06	\$208,373.06
17	12/3/2009	\$7,370.09	\$604.28	\$6,765.81	\$201,607.25	\$201,607.25
18	1/3/2010	\$7,370.09	\$584.66	\$6,785.43	\$194,821.82	\$194,821.82
19	2/3/2010	\$7,370.09	\$564.98	\$6,805.11	\$188,016.71	\$188,016.71
20	3/3/2010	\$7,370.09	\$545.25	\$6,824.84	\$181,191.87	\$181,191.87
21	4/3/2010	\$7,370.09	\$525.46	\$6,844.63	\$174,347.24	\$174,347.24
22	5/3/2010	\$7,370.09	\$505.61	\$6,864.48	\$167,482.76	\$167,482.76
23	6/3/2010	\$7,370.09	\$485.70	\$6,884.39	\$160,598.37	\$160,598.37
24	7/3/2010	\$7,370.09	\$465.74	\$6,904.35	\$153,694.02	\$153,694.02
25	8/3/2010	\$7,370.09	\$445.71	\$6,924.38	\$146,769.64	\$146,769.64
26	9/3/2010	\$7,370.09	\$425.63	\$6,944.46	\$139,825.18	\$139,825.18
27	10/3/2010	\$7,370.09	\$405.49	\$6,964.60	\$132,860.58	\$132,860.58
28	11/3/2010	\$7,370.09	\$385.30	\$6,984.79	\$125,875.79	\$125,875.79
29	12/3/2010	\$7,370.09	\$365.04	\$7,005.05	\$118,870.74	\$118,870.74
30	1/3/2011	\$7,370.09	\$344.73	\$7,025.36	\$111,845.38	\$111,845.38
31	2/3/2011	\$7,370.09	\$324.35	\$7,045.74	\$104,799.64	\$104,799.64
32	3/3/2011	\$7,370.09	\$303.92	\$7,066.17	\$97,733.47	\$97,733.47
33	4/3/2011	\$7,370.09	\$283.43	\$7,086.66	\$90,646.81	\$90,646.81
34	5/3/2011	\$7,370.09	\$262.88	\$7,107.21	\$83,539.60	\$83,539.60
35	6/3/2011	\$7,370.09	\$242.27	\$7,127.82	\$76,411.78	\$76,411.78
36	7/3/2011	\$7,370.09	\$221.60	\$7,148.49	\$69,263.29	\$69,263.29
37	8/3/2011	\$5,881.32	\$200.86	\$5,680.46	\$63,582.83	\$63,582.83
38	9/3/2011	\$5,881.32	\$184.39	\$5,696.93	\$57,885.90	\$57,885.90
39	10/3/2011	\$5,881.32	\$167.87	\$5,713.45	\$52,172.45	\$52,172.45
40	11/3/2011	\$5,881.32	\$151.30	\$5,730.02	\$46,442.43	\$46,442.43
41	12/3/2011	\$5,881.32	\$134.68	\$5,746.64	\$40,695.79	\$40,695.79
42	1/3/2012	\$5,881.32	\$118.02	\$5,763.30	\$34,932.49	\$34,932.49

CITY OF COPPERAS COVE
(Lessee)

CHASE EQUIPMENT LEASING INC.
(Lessor)

1

By: _____

By: _____

Title: _____

Title: _____

PAYMENT SCHEDULE

This Payment Schedule is attached and made a part of the Lease Schedule identified below which is part of the Master Lease-Purchase Agreement identified therein, all of which are between the Lessee and Lessor named below.

Lease Schedule No. 1000132764 Dated 07/03/2008 Accrual Date: 07/03/2008

Amount Financed: \$314,003.34 Interest Rate: 3.48000% per annum

Rent Number	Rent Date	Rent Payment	Interest Portion	Principal Portion	Principal Balance	Termination Value
43	2/3/2012	\$5,881.32	\$101.30	\$5,780.02	\$29,152.47	\$29,152.47
44	3/3/2012	\$5,881.32	\$84.54	\$5,796.78	\$23,355.69	\$23,355.69
45	4/3/2012	\$5,881.32	\$67.73	\$5,813.59	\$17,542.10	\$17,542.10
46	5/3/2012	\$5,881.32	\$50.87	\$5,830.45	\$11,711.65	\$11,711.65
47	6/3/2012	\$5,881.32	\$33.96	\$5,847.36	\$5,864.29	\$5,864.29
48	7/3/2012	\$5,881.32	\$17.03	\$5,864.29	(\$0.00)	(\$0.00)
Totals		\$335,899.08	\$21,895.74	\$314,003.34		

CITY OF COPPERAS COVE
(Lessee)

CHASE EQUIPMENT LEASING INC.
(Lessor)

By: _____

By: _____

Title: _____

Title: _____

SOFTWARE ACQUISITION SCHEDULE ADDENDUM

Lease Schedule No. 1000132764

Lessee: CITY OF COPPERAS COVE

Reference is made to the above Lease Schedule ("Schedule") and to the Master Lease-Purchase Agreement ("Master Lease") identified in the Schedule, which are by and between CHASE EQUIPMENT LEASING INC. ("Lessor") and the above lessee ("Lessee"). As used herein: "Lease" shall mean the Schedule and the Master Lease, but only to the extent that the Master Lease relates to the Schedule. This Schedule Addendum amends and supplements the terms and conditions of the Lease. Unless otherwise defined herein, capitalized terms defined in the Lease shall have the same meaning when used herein.

1. In order to induce Lessor to enter into the Lease, Lessee represents and warrants to Lessor as follows:

(a) the Equipment includes a substantial amount of software, technology applications, other proprietary information and installation services associated with the acquisition of such property ("Software");

(b) useful economic life of the Software exceeds the Lease Term by at least 12 months;

(c) the term of the agreements (collectively, "License Agreements") pursuant to which Lessee receives the licenses or other rights to use the Software from the Supplier(s) of the Software (hereinafter, each such Supplier referred to as a "Licensor") exceeds the useful economic life of the Software; and

(d) all of the costs of acquiring, licensing and installing the Software which are payable under the License Agreements and which are included in the amount financed under the Lease are properly chargeable to the capital account of Lessee and properly identified as capital expenditures by Lessee.

2. In order to induce Lessor to enter into the Lease, Lessee covenants and agrees as follows:

(a) Upon Lessor's request from time to time, Lessee will provide to Lessor complete and accurate copies of all License Agreements and documentation related thereto with respect to any Software;

(b) All License Agreements shall remain in full force and effect during the Term of the Lease and Lessee shall not suffer or permit the termination or cancellation any License Agreement;

(c) Lessee is solely responsible for the performance of all obligations of Lessee under the License Agreements, including, but not limited to, providing any applicable financing notice to Licensor;

(d) each Licensor remains solely responsible for the performance of all obligations of the Licensor under the applicable License Agreements;

(e) Lessor has no obligations of any kind to Lessee or to any Licensor under any License Agreement or in connection with any Software;

(f) If an Event of Default or a Non-Appropriation Event occurs under the Lease, then in addition to all other rights and remedies available to Lessor under the Master Lease, Lessee shall cease to use or operate any Software and Lessee shall remove all Software from any equipment used or operated by Lessee; and

(g) NO DEFECT IN OR UNFITNESS OF ANY SOFTWARE AND NO FAILURE TO DELIVER OR INSTALL ANY SOFTWARE AND NO FAILURE IN THE PERFORMANCE OF ANY SOFTWARE SHALL RELIEVE LESSEE OF ANY OBLIGATION UNDER THE LEASE OR ANY OBLIGATION TO PAY RENT PAYMENTS WHEN DUE.

3. Except as expressly amended or supplemented by this Addendum and other instruments signed by Lessor and Lessee, the Lease remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date of the Schedule first referenced above.

CITY OF COPPERAS COVE
(Lessee)

CHASE EQUIPMENT LEASING INC.
(Lessor)

By: _____

By: _____

Title: _____

Title: _____

VEHICLE SCHEDULE ADDENDUM

Dated 07/03/2008

Lease Schedule No. 1000132764

Dated 07/03/2008

Lessee: CITY OF COPPERAS COVE

Reference is made to the above Lease Schedule ("Schedule") to the Master Lease-Purchase Agreement identified in the Schedule ("Master Lease") by and between Chase Equipment Leasing Inc. ("Lessor") and the above lessee ("Lessee"). This Addendum amends and modifies the terms and conditions of the Schedule and is hereby made a part of the Schedule. Unless otherwise defined herein, capitalized terms defined in the Master Lease shall have the same meaning when used herein.

NOW, THEREFORE, as part of the valuable consideration to induce the execution of the Schedule, Lessor and Lessee hereby agree to amend the Schedule as follows:

1. In the event that any unit of Equipment covered by the Schedule is a vehicle or trailer under applicable State law, then the following provisions shall also apply to the Schedule:
 - (a) each manufacturer's statement of origin and certificate of title shall state that Lessor has the first and sole lien on or security interest in such unit of Equipment;
 - (b) the public liability insurance required by the terms of clauses (b) of Section 14.1 of the Master Lease shall be in an amount not less than \$ 300,000.00 combined single limit per unit per occurrence. Physical damage should not be less than the replacement cost coverage for the equipment identified on the Schedule A-1.
 - (c) Lessee shall furnish and permit only duly licensed, trained, safe and qualified drivers to operate any such unit of Equipment, and such drivers shall be agents of Lessee and shall not be agents of Lessor; and
 - (d) Lessee shall cause each such unit of Equipment to be duly registered and licensed as required by applicable State law with Lessor noted as lienholder and Lessee as owner.
2. Except as expressly amended by this Addendum and other modifications signed by Lessor, the Schedule remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first referenced above.

CITY OF COPPERAS COVE
(Lessee)

CHASE EQUIPMENT LEASING INC.
(Lessor)

By: _____

By: _____

Title: _____

Title: _____

TEXAS LEASE SCHEDULE ADDENDUM

Dated 07/03/2008

Lease Schedule No: 1000132764

Dated 07/03/2008

Lessee: CITY OF COPPERAS COVE

Reference is made to the above Lease Schedule ("Schedule") and to the Master Lease-Purchase Agreement ("Master Lease") identified in the Schedule by and between CHASE EQUIPMENT LEASING INC. ("Lessor") and the above lessee ("Lessee"). As used herein, "Lease" shall mean the Schedule and the Master Lease, but only to the extent that the Master Lease relates to the Schedule. This Addendum amends and modifies the terms and conditions of the Lease and is hereby made a part of the Lease. Unless otherwise defined herein, capitalized terms defined in the Master Lease shall have the same meaning when used herein.

NOW, THEREFORE, solely for purposes of the Lease, Lessor and Lessee hereby agree as follows:

1. NON-APPROPRIATION AMENDMENTS. All of Section 6 of the Master Lease is deleted and replaced with the following:

"6. TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS.

"6.1 For the Lease, Lessee represents and warrants: that it has appropriated and budgeted the necessary funds to make all Rent Payments required pursuant to such Lease for the remainder of the fiscal year in which the Lease Term commences; and that it currently intends to make Rent Payments for the full Lease Term as scheduled in the applicable Payment Schedule if funds are appropriated for the Rent Payments in each succeeding fiscal year by its governing body. Without contractually committing itself to do so, Lessee reasonably believes that moneys in an amount sufficient to make all Rent Payments can and will lawfully be appropriated and made available for such Rent Payments. All Rent Payments shall be payable out of the general funds of Lessee or out of other funds legally available for such Rent Payments. Lessor agrees that the Lease will not be a general obligation of Lessee and the Lease shall not constitute a pledge of either the full faith and credit of Lessee or the taxing power of Lessee.

"6.2 If Lessee's governing body fails to appropriate sufficient funds in any fiscal year for Rent Payments or other payments due under the Lease and if other funds are not legally available for such payments, then a "Non-Appropriation Event" shall be deemed to have occurred. If a Non-Appropriation Event occurs, then: (a) Lessee shall give Lessor immediate notice of such Non-Appropriation Event and provide written evidence of such failure by Lessee's governing body; (b) on the Return Date, Lessee shall return to Lessor all, but not less than all, of the Equipment covered by the Lease, at Lessee's sole expense, in accordance with Section 21 hereof (provided, that if under applicable State law Lessee's obligation to pay the expenses of returning the Equipment would render the Lease void or unenforceable under State law, then Lessee shall not be obligated to pay the expenses of returning the Equipment under section 21 hereof, but Lessee shall be required to cooperate with Lessor in Lessor's taking possession of the Equipment); and (c) the Lease shall terminate on the Return Date without penalty to Lessee, provided, that Lessee shall pay all Rent Payments and other amounts payable under the Lease for which funds shall have been appropriated or are otherwise legally available, provided further, that Lessee shall pay month-to-month rent at the rate set forth in the Lease for each month or part thereof that Lessee fails to return the Equipment under this Section 6.2. "Return Date" means the last day of the fiscal year for which appropriations were made for the Rent Payments due under the Lease."

2. DECLARATION OF PERSONAL PROPERTY FINANCING.

(a) LESSEE AND LESSOR EXPRESSLY DECLARE AND AGREE THAT THE EQUIPMENT SHALL CONSTITUTE PERSONAL PROPERTY AND THAT THE EQUIPMENT SHALL NOT BE DEEMED, OR IDENTIFIED AS, ANY OF THE FOLLOWING: REAL PROPERTY; AN IMPROVEMENT ON ANY REAL PROPERTY; A PERMANENT BUILDING OR STRUCTURE ON ANY REAL PROPERTY; OR A FIXTURE ON ANY REAL PROPERTY.

(b) Lessee represents and warrants to Lessor that the Equipment is personal property and that the Equipment is not any of the following: real property; an improvement on any real property; a permanent building or structure on any real property; or a fixture on any real property. Upon Lessor's written request, Lessee shall furnish to Lessor a certificate executed by an independent engineer or architect who is reasonably satisfactory to Lessor wherein said engineer or architect certifies that the Equipment is relocatable or transportable and will remain personal property.

(c) Without limiting the generality of the representations in the Master Lease as it applies to the Lease, Lessee represents and warrants to Lessor that the Lease complies with all applicable provisions of the laws of the State of Texas, including, without limitation, all applicable public finance laws of the State of Texas.

3. NO SALE OF FRACTIONAL INTERESTS IN THE LEASE. Lessor agrees that: (a) unless otherwise agreed by Lessee in writing,

Lessor will not create or sell fractional interests in the Lease or participation interests in the Lease; (b) if Lessor sells or assigns its rights in the Lease, then, unless otherwise agreed by Lessee in writing, such sale or assignment shall be of an undivided interest in all of Lessor's right, title and interest in the Lease to a single purchaser or assignee; and (c) if Lessee consents to the creation or sale of any fractional interests in the Lease or any participation interests in the Lease, Lessor agrees that such transaction shall comply with applicable State and federal law.

4. GENERAL. Except as expressly amended by this Addendum and other modifications signed by Lessor and Lessee, the Lease remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first referenced above.

CITY OF COPPERAS COVE

(Lessee)

By: _____

Title: _____

CHASE EQUIPMENT LEASING INC.

(Lessor)

By: _____

Title: _____

PREPAYMENT SCHEDULE ADDENDUM
(Step Down Premium)

Dated As Of 07/03/2008

Lease Schedule No. 1000133764

Lessee: CITY OF COPPERAS COVE

Reference is made to the above Lease Schedule ("Schedule") and to the Master Lease-Purchase Agreement ("Master Lease") identified in the Schedule, which are by and between CHASE EQUIPMENT LEASING INC. ("Lessor") and the above lessee ("Lessee"). As used herein: "Lease" shall mean the Schedule and the Master Lease, but only to the extent that the Master Lease relates to the Schedule. This Schedule Addendum amends and supplements the terms and conditions of the Lease. Unless otherwise defined herein, capitalized terms defined in the Lease shall have the same meaning when used herein. **Solely for purposes of the Schedule, Lessor and Lessee agree as follows:**

1. Notwithstanding anything to the contrary in the Lease (including, without limitation, Section 15 of the Master Lease as it relates to the Schedule), Lessee and Lessor agree that so long as no Event of Default has occurred and continues under the Lease and so long as Lessee gives Lessor at least 20 days prior written notice (the "Notice Period"), Lessee may elect to prepay its obligations under the Schedule by paying to Lessor on the Rent Payment due date (a "Prepayment Date") following the Notice Period the total of the following (the "Prepayment Amount"): (a) all accrued Rent Payments, interest, taxes, late charges and other amounts then due and payable under the Lease; plus (b) the remaining principal balance payable by Lessee under the Schedule as of said Prepayment Date ("Principal Balance"); plus (c) a prepayment premium equal to the product of the applicable Prepayment Percentage set forth below and the Principal Balance as of the applicable Prepayment Date set forth below:

From the Commencement Date of the Schedule through month 12 of the Lease Term of the Schedule, the Prepayment Percentage is 3.0%.

From month 13 of the Lease Term of the Schedule through month 24 of the Lease Term of the Schedule, the Prepayment Percentage is 2.0%.

From month 25 of the Lease Term of the Schedule through month 36 of the Lease Term of the Schedule, the Prepayment Percentage is 1.0%.

From month 37 of the Lease Term of the Schedule through the final Rent Payment due date of the Schedule, the Prepayment Percentage is 0.0%.

2. The prepayment or early purchase option rights granted herein shall control in the event of any conflict between the provisions of this Addendum and the Master Lease as it relates to the Schedule. Except as expressly amended or supplemented by this Addendum and other instruments signed by Lessor and Lessee, the Lease remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first written above.

CITY OF COPPERAS COVE
(Lessee)

CHASE EQUIPMENT LEASING INC.
(Lessor)

By: _____

By: _____

Title: _____

Title: _____

**RESOLUTION AND
DECLARATION OF OFFICIAL INTENT**

Lessee: CITY OF COPPERAS COVE

Principal Amount Expected To Be Financed: \$ 314,003.34

WHEREAS, the above Lessee is a political subdivision of the State in which Lessee is located (the "State") and is duly organized and existing pursuant to the constitution and laws of the State.

WHEREAS, pursuant to applicable law, the governing body of the Lessee ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interests in property, leases and easements necessary to the functions or operations of the Lessee.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more lease-purchase agreements ("Equipment Leases") in the principal amount not exceeding the amount stated above ("Principal Amount") for the purpose of acquiring the property generally described below ("Property") and to be described more specifically in the Equipment Leases is appropriate and necessary to the functions and operations of the Lessee.

Brief Description Of Property: See Attached Schedule A-1

WHEREAS, Chase Equipment Leasing Inc. ("Lessor") is expected to act as the lessor under the Equipment Leases.

WHEREAS, the Lessee may pay certain capital expenditures in connection with the Property prior to its receipt of proceeds of the Equipment Leases ("Lease Purchase Proceeds") for such expenditures and such expenditures are not expected to exceed the Principal Amount.

WHEREAS, the U.S. Treasury Department regulations do not allow the proceeds of a tax-exempt borrowing to be spent on working capital and the Lessee shall hereby declare its official intent to be reimbursed for any capital expenditures for Property from the Lease Purchase Proceeds.

NOW, THEREFORE, Be It Resolved by the Governing Body of the Lessee:

- Section 1. Either one of the (insert title) _____ **OR** the (insert title) _____ (each an "Authorized Representative") acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver one or more Equipment Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Lessee. Each Authorized Representative acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Equipment Lease (including, but not limited to, escrow agreements) as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Equipment Leases are hereby authorized.
- Section 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Lessee to execute and deliver agreements and documents relating to the Equipment Leases on behalf of the Lessee.
- Section 3. The aggregate original principal amount of the Equipment Leases shall not exceed the Principal Amount and shall bear interest as set forth in the Equipment Leases and the Equipment Leases shall contain such options to purchase by the Lessee as set forth therein.
- Section 4. The Lessee's obligations under the Equipment Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Equipment Lease and the Lessee's obligations under the Equipment Leases shall not constitute a general obligation of the Lessee or indebtedness under the Constitution or laws of the State.
- Section 5. The Governing Body of Lessee anticipates that the Lessee may pay certain capital expenditures in connection with the Property prior to the receipt of the Lease Purchase Proceeds for the Property. The Governing Body of Lessee hereby declares the Lessee's official intent to use the Lease Purchase Proceeds to reimburse itself for Property expenditures. This section of the Resolution is adopted by the Governing Body of Lessee for the purpose of establishing compliance with the requirements of Section 1.150-2 of Treasury Regulations. This section of the Resolution does not bind the Lessee to make any expenditure, incur any indebtedness, or proceed with the purchase of the Property.
- Section 6. As to each Equipment Lease, the Lessee reasonably anticipates to issue not more than \$10,000,000 of tax-exempt obligations (other than "private activity bonds" which are not "qualified 501(c)(3) bonds") during the calendar year in which each such Equipment Lease is issued and hereby designates each Equipment Lease as a qualified tax-exempt obligation for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.
- Section 7. This Resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED on this _____, _____.

The undersigned **Secretary/Clerk** of the above-named Lessee hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Lessee, that the foregoing resolutions were duly adopted by said Governing Body of the Lessee at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

Signature of Secretary/Clerk of Lessee

Print Name: _____

Official Title: _____

Date: _____

CERTIFICATE OF INCUMBENCY

Lessee: CITY OF COPPERAS COVE

Lease Schedule No. 1000132764

Dated 07/03/2008

I, the undersigned Secretary/Clerk Identified below, do hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the above Lessee (the "Lessee"), a political subdivision duly organized and existing under the laws of the State where Lessee is located, that I have the title stated below, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

[NOTE: Use same titles as Authorized Representatives stated in Resolutions.]

Name	Title	Signature

Name	Title	Signature

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal of such Lessee as of the date set forth below.

Signature of Secretary/Clerk of Lessee

Print Name: _____

Official Title: _____

Date: _____

NOTE: In case the Secretary/Clerk is also the authorized representative that executes a Lease-Purchase Agreement / documents by the above Incumbency, this certificate must also be signed by a second officer.

Print Name: _____ Signature: _____

Title: _____

FORM OF OPINION OF COUNSEL
(To Be Typed on Attorney's Letterhead Stationery)

Date: 07/03/2008

Lessee: CITY OF COPPERAS COVE

Lessor: Chase Equipment Leasing Inc.

Re: Lease Schedule No. 1000132764 dated 07/03/2008 together with its Master Lease-Purchase Agreement dated as of 09/21/1998 by and between the above-named Lessee and the above-named Lessor and the Escrow Agreement dated 07/03/2008 relating to the foregoing

Sir/Madam:

I have acted as counsel to Lessee with respect to the Lease Schedule and its Addenda, the Master Lease-Purchase Agreement and its Addenda, and all other agreements described above or related thereto (collectively, the "Agreements") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Agreements and such other documents as I have deemed necessary for the purposes of this opinion.

Based upon the examination of such documents, it is my opinion that:

1. Lessee is a political subdivision of the State of TX (the "State") duly organized, existing and operating under the Constitution and laws of the State.
2. Lessee is authorized and has power under State law to enter into all of the Agreements, and to carry out its obligations thereunder and the transactions contemplated thereby.
3. The Agreements and all other documents related thereto have been duly authorized, approved and executed by and on behalf of Lessee, and each of the Agreements is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting creditor's remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.
4. The authorization, approval and execution of the Agreements and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable Local, State and Federal laws (including open meeting laws and public bidding and property acquisition laws).
5. To the best of my knowledge, there is no litigation or proceeding pending before any court, administrative agency or governmental body, that challenges: the organization or existence of Lessee; the authority of its officers; the proper authorization, approval and execution of any of the Agreements or any documents relating thereto; the appropriation of monies to make payments under the Agreements for the current fiscal year; or the ability of Lessee otherwise to perform its obligations under the Agreements and the transactions contemplated thereby.
6. Lessee is a political subdivision of the State as referred to in Section 103 of the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder.

Lessor, its Assignee and any of their assigns may rely upon this opinion.

Very truly yours,

Attorney

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)

► See separate Instructions.

OMB No. 1545-0720

Caution: If the issue price is under \$100,000, use Form 8038-GC.

Part I Reporting Authority			If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name CITY OF COPPERAS COVE, TX	2 Issuer's employer identification number 74 ; 6022216			
3 Number and street (or P.O. box if mail is not delivered to street address) 507 SOUTH MAIN STREET	Room/suite	4 Report number 3 G 2008 LP1		
5 City, town, or post office, state, and ZIP code COPPERAS COVE, TX 76522	6 Date of issue 07/03/2008			
7 Name of issue LEASE SCHEDULE #1000132764	8 CUSIP number			
9 Name and title of officer or legal representative whom the IRS may call for more information OPERATIONS TEAM LEAD	10 Telephone number of officer or legal representative (800) 678-2601			

Part II Type of Issue (check applicable box(es) and enter the issue price) See instructions and attach schedule		
11 <input type="checkbox"/> Education	11	
12 <input type="checkbox"/> Health and hospital	12	
13 <input type="checkbox"/> Transportation	13	
14 <input type="checkbox"/> Public safety	14	
15 <input type="checkbox"/> Environment (including sewage bonds)	15	
16 <input type="checkbox"/> Housing	16	
17 <input type="checkbox"/> Utilities	17	
18 <input checked="" type="checkbox"/> Other. Describe ► VAR. SOFTWARE, TITLED & NON-TITLED EQUIPMENT	18	314,003.34
19 If obligations are TANs or RANs, check box <input type="checkbox"/> If obligations are BANs, check box <input type="checkbox"/>		
20 If obligations are in the form of a lease or installment sale, check box <input checked="" type="checkbox"/>		

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	07/03/2012	\$ 314,003.34	\$ N/A	4.0 years	3.4800 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)					
22	Proceeds used for accrued interest	22			
23	Issue price of entire issue (enter amount from line 21, column (b))	23			314,003.34
24	Proceeds used for bond issuance costs (including underwriters' discount)	24			
25	Proceeds used for credit enhancement	25			
26	Proceeds allocated to reasonably required reserve or replacement fund	26			
27	Proceeds used to currently refund prior issues	27			
28	Proceeds used to advance refund prior issues	28			
29	Total (add lines 24 through 28)	29			
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30			314,003.34

Part V Description of Refunded Bonds (Complete this part only for refunding bonds.)		
31	Enter the remaining weighted average maturity of the bonds to be currently refunded	0 years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded	0 years
33	Enter the last date on which the refunded bonds will be called	N/A
34	Enter the date(s) the refunded bonds were issued	N/A

Part VI Miscellaneous		
35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35 N/A
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (see instructions)	36a N/A
b	Enter the final maturity date of the guaranteed investment contract	37a N/A
37	Pooled financings: a Proceeds of this issue that are to be used to make loans to other governmental units	
b	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the name of the issuer and the date of the issue	N/A
38	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box	<input checked="" type="checkbox"/>
39	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box	<input type="checkbox"/>
40	If the issuer has identified a hedge, check box	<input type="checkbox"/>

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete.

Sign Here

Signature of issuer's authorized representative _____ Date _____ Type or print name and title _____



**LEASE-PURCHASE INSURANCE REQUEST LETTER
PUBLIC SECTOR**

6/23/2008

(Agent)

(Street Address)

(City, State, Zip)

(Telephone Number)

(Fax Number)

Dear Agent:

Chase Equipment Leasing Inc. ("CEL") requires proof of acceptable insurance coverage before the lease transaction can close. The requirements identified below must stay in full effect throughout the term of the transaction.

1. The certificate of insurance must be issued directly to Chase Equipment Leasing Inc. and shall be issued by a company having an A.M. Best Rating of at least A with a Financial Size Category of at least VII
2. The certificate of insurance must be executed.
3. The insurance must be primary and without right of contribution and any insurance maintained by CELI or any other additional insured or loss payee will be in excess and non-contributory.
4. Policies must include a Waiver of Subrogation in favor of "Chase Equipment Leasing Inc., its parent and affiliates, successors or assigns".
5. Policies must include a Severability of Interest and Cross-Liability clause.
6. Policies must include a thirty (30) day prior written Notice of Cancellation to the Certificate Holder/Additional Insured. Such notice must be directed by certified mail to: Chase Equipment Leasing Inc., 1111 Polaris Parkway, Suite A3, Columbus, Ohio 43240, Attn: Insurance Dept.
7. PHYSICAL DAMAGE
 - a. Replacement cost coverage for the equipment identified on the attached Schedule A-1, which is estimated to be **\$ 314,003.34**
 - b. "Chase Equipment Leasing Inc., its parent and affiliates, successors or assigns" shall be named as Loss Payee.
8. LIABILITY
 - a. General liability and Auto liability coverage must be provided in the amount of **\$ 300,000.00**.
 - b. "Chase Equipment Leasing Inc., its parent and affiliates, successors or assigns" shall be named as Additional Insured.

Please immediately send proof of the above insurance requirements **VIA FACSIMILE TRANSMITTAL 866-276-4068**.

THANK YOU.

Sincerely,
CITY OF COPPERAS COVE

(By)

**ESCROW FUNDING SCHEDULE ADDENDUM
AND ARBITRAGE CERTIFICATE**

Dated 07/03/2008

Lease Schedule No. 1000132764
Lessee: CITY OF COPPERAS COVE
Escrow Agent: JPMorgan Chase Bank, N.A.
Escrow Agreement dated as of 07/03/2008
Amount To Be Deposited Into Escrow: \$ 314,003.34 ("Lessor's Deposit")

Reference is made to the above Lease Schedule ("Schedule") to the Master Lease-Purchase Agreement identified in the Schedule ("Master Lease") by and between CHASE EQUIPMENT LEASING INC. ("Lessor") and the above lessee ("Lessee"). As used herein, "Lease" shall mean the Schedule and the Master Lease, but only to the extent that the Master Lease relates to the Schedule. This Addendum amends and modifies the terms and conditions of the Lease and is hereby made a part of the Lease. Unless otherwise defined herein, capitalized terms defined in the Master Lease shall have the same meaning when used herein.

NOW, THEREFORE, as part of the valuable consideration to induce the execution of the Lease, Lessor and Lessee hereby agree to amend the Lease as follows:

1. Lessee and Lessor together with the above Escrow Agent ("Escrow Agent") have entered into the above Escrow Agreement ("Escrow Agreement") establishing a fund ("Equipment Acquisition Fund") from which the Purchase Price of the Equipment will be paid.

2. Lessor shall deposit such amount into escrow as is required by the Escrow Agreement, which amount shall be credited to the Equipment Acquisition Fund. Lessee shall pay the balance of the Purchase Price of the Equipment, either by deposit in escrow to the Equipment Acquisition Fund or by direct payment to the Suppliers of the Equipment.

3. The Lease Term of the Lease shall commence on the earlier of the date specified in the Payment Schedule to the Schedule or the date of Lessor's deposit of funds into the Equipment Acquisition Fund. Notwithstanding the statements regarding delivery and acceptance of the Equipment in the Schedule, the parties acknowledge that the Equipment will be accepted as provided in the Escrow Agreement.

4. The delivery of documents and the satisfaction of any other conditions required by the Escrow Agreement or this Addendum shall be additional Funding Conditions for the Lease.

5. Upon Lessee's execution of the Escrow Agreement, Lessee hereby represents and warrants to Lessor that: (a) Lessee has full power, authority and legal right to execute and deliver the Escrow Agreement and to perform its obligations under the Escrow Agreement, and all such actions have been duly authorized by appropriate findings and actions of Lessee's governing body; (b) the Escrow Agreement has been duly executed and delivered by Lessee and constitutes a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms; and (c) the Escrow Agreement is authorized under, and the authorization, execution and delivery of the Escrow Agreement complies with, all applicable federal, state and local laws and regulations (including, but not limited to, all open meeting, public bidding and public investment laws) and all applicable judgments and court orders.

6. The opinion of Lessee's legal counsel will include statements to the same effect as the representations of Lessee in paragraph 5 above.

7. It shall be an additional event of default under the Lease if Lessee fails to pay or perform any of its obligations under the Escrow Agreement or this Addendum or if any of the representations of Lessee in the Escrow Agreement or this Addendum prove to be false, misleading or erroneous in any material respect.

8. **ARBITRAGE CERTIFICATE.** The authorized representative of Lessee who executes this Addendum hereby certifies that he/she is the duly qualified and acting representative of Lessee with the title set forth below his/her signature hereon; that Lessee has executed and delivered the Schedule and the Master Lease (collectively, the "Lease"); that Lessee is a political subdivision of the State identified in the Lease; and that in his/her official capacity as such officer he/she is responsible for executing and delivering, on behalf of the Lessee, the Lease and this Addendum. This paragraph of this Addendum (hereinafter, this paragraph shall be identified as the "Arbitrage Certificate") is being issued by Lessee as a "no arbitrage certificate" pursuant to Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and Treasury Regulations, Sections 1.148-0 through 1.148.11 (the "Regulations"). Lessee represents and warrants to Lessor that the following facts, estimates and circumstances are in existence on the date of this Arbitrage Certificate or are reasonably expected to occur hereafter.

(a) The Lease provides for the lease of the Equipment described in the Lease by Lessor to Lessee. Under the Lease, Lessee is required to make Rent Payments with respect to the Equipment, comprising principal and interest, on the dates and in the amounts stated in the Payment Schedule to the Lease.

(b) Pursuant to the Lease and for the purpose of meeting its obligations thereunder and assuring the Lessee of the availability of monies needed to pay the cost of the Equipment when due, Lessee, Lessor and the Escrow Agent have executed the Escrow Agreement.

(c) Contracts or purchase orders providing for the acquisition and delivery of the Equipment have been issued by Lessee to Equipment Vendors therefor and the Equipment will be acquired and installed with due diligence. Based upon the provisions of the contracts or purchase orders, the Equipment will be acquired and installed no later than **eighteen (18) months** from the date of the Escrow Agreement ("Funding Expiration Date").

(d) The Escrow Agreement provides that Lessor shall deposit the Lessor's Deposit into escrow to be credited to the Equipment Acquisition Fund created by the Escrow Agreement and utilized to pay for the Equipment as provided therein. It is presently expected that all such funds initially credited to the Equipment Acquisition Fund shall be disbursed to pay for the Equipment, but any such amounts ultimately determined not to be needed for such purposes and the interest earnings on the amounts held in escrow shall be utilized on or after the Funding Expiration Date to pay part of the principal due under the Lease, as provided in the Escrow Agreement.

(e) All of the spendable proceeds of the Lease will be expended on the Equipment and related expenses on or before the Funding Expiration Date.

(f) The original proceeds of the Lease, and interest to be earned thereon, do not exceed the amount necessary for the purpose for which the Lease is issued.

(g) The interest of Lessee in the Equipment has not been and is not expected during the term of the Lease to be sold or disposed of by Lessee.

(h) No sinking fund is expected to be created by Lessee with respect to the Lease and Rental Payments.

(i) Lessee represents, warrants and covenants to one of the following statements of this clause (i) as is initialed by Lessee below [and if Lessee fails to initial its selection, then subclause (A) shall be deemed to have been selected by Lessee]:

_____ (A) 100% of the proceeds of the Lease shall be paid for the acquisition of the Equipment within 18 months of the date of the Escrow Agreement in accordance with the following schedule:

15% within 6 months of the date of the Escrow Agreement;
60% within 12 months of the date of the Escrow Agreement; and
100% within 18 months of the date of the Escrow Agreement.

_____ (B) 100% of the proceeds of the Lease shall be paid for the acquisition of the Equipment within 6 months of the date of the Escrow Agreement.

_____ (C) Lessee qualifies for the "small issuer" exemption in section 148(f)(4)(D) of the Code because all of the following are true: (1) Lessee is a governmental unit with general taxing powers, and (2) the Lease is not a "private activity bond" as defined in Section 141 of the Code, and (3) 95% or more of the proceeds of the Lease shall be used for the governmental activities of Lessee, and (4) the aggregate face amount of all tax exempt bonds and other tax exempt obligations (other than "private activity bonds") issued by Lessee (and any subordinate entities of Lessee as contemplated by Section 148(f) of the Code) during the calendar year in which the Lease is issued is not reasonably expected to exceed \$5,000,000.

(j) Lessee hereby covenants that Lessee shall comply with all of the requirements of the Code and Regulations relating to the rebate of arbitrage profit to the United States of America (including, without limitation Section 148(f) of the Code) and will rebate to the United States of America all arbitrage profit required thereby.

(k) To the best of the knowledge and belief of the undersigned, the expectations of Lessee, as set forth above, are reasonable; and there are no present facts, estimates and circumstances which would change the foregoing expectations.

(l) Lessee has not been notified of the listing or proposed listing of it by the Internal Revenue Service as an issuer whose arbitrage certificates may not be relied upon.

9. Except as expressly amended by this Addendum and other modifications signed by Lessor, the Lease remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first referenced above.

CITY OF COPPERAS COVE
(Lessee)

By: _____

Title: _____

CHASE EQUIPMENT LEASING INC.
(Lessor)

By: _____

Title: _____

ESCROW AGREEMENT
Dated as of 07/03/2008
(Gross Fund-Earnings to Lessee)

This Escrow Agreement together with all addenda, riders and attachments hereto, as the same may from time to time be amended, modified or supplemented ("Agreement") is made and entered as of the date set forth above by and among the Escrow Agent identified below ("Escrow Agent"), the Lessee Identified below ("Lessee") and CHASE EQUIPMENT LEASING INC. ("Lessor").

Escrow Agent: JPMorgan Chase Bank, N.A.

Lessee: **CITY OF COPPERAS COVE**

For good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals.

1.01 Lessor and Lessee have entered into the Lease identified below whereby Lessor has agreed to lease and sell certain property described therein (the "Equipment") to Lessee, and Lessee has agreed to lease and purchase the Equipment from Lessor, in the manner and on the terms set forth in the Lease.

1.02 "Lease" means, collectively, the Lease Schedule identified below and the Master Lease-Purchase Agreement identified in said Lease Schedule (to the extent that it relates to said Lease Schedule) together with all exhibits, schedules, addenda, riders and attachments thereto.

Lease Schedule No. 1000132764

1.03 **LESSOR'S DEPOSIT: \$ 314,003.34.** Lessor shall pay or cause to be paid to the Escrow Agent the amount of the Lessor's Deposit which will be credited to the Equipment Acquisition Fund established in Section 2 hereof. To the extent that the purchase price of the Equipment exceeds the Lessor's Deposit, Lessee shall either deposit with Escrow Agent funds which will be credited to the Equipment Acquisition Fund and used to pay the balance of the purchase price of the Equipment or Lessee shall pay such balance directly to the suppliers.

1.04 **FUNDING EXPIRATION DATE: 01/03/10.** Lessee and Lessor agree that all Equipment should be delivered and installed, and all funds disbursed from the Equipment Acquisition Fund, no later than the above Funding Expiration Date.

1.05 Under the Lease, Lessee will cause each item of Equipment to be ordered from the applicable suppliers. Lessee shall furnish to Lessor as soon as available, a copy of the purchase orders or purchase contracts for all Equipment ordered pursuant to the Lease, showing the supplier, the purchase price and the estimated delivery dates.

1.06 Subject to such control by Lessee and Lessor as is provided herein, Lessor and Lessee agree to employ the Escrow Agent to receive, hold, invest and disburse the moneys to be paid to the Escrow Agent as described in this Agreement. The Escrow Agent shall not be obligated to assume or perform any obligation of Lessee or Lessor under the Lease or of any supplier with respect to any Equipment by reason of anything contained in this Agreement. Any funds in the Equipment Acquisition Fund not needed to pay the purchase price of Equipment will be paid to Lessor or Lessee, all as hereinafter provided.

1.07 This Agreement is not intended to alter or change in any way the rights and obligations of Lessor and Lessee under the Lease, but is entirely supplemental thereto.

1.08 Each of the parties hereto has authority to enter into this Agreement, and has taken all actions necessary to authorize the execution of this Agreement by the officers whose signatures are affixed hereto.

Section 2. Equipment Acquisition Fund.

2.01 The Escrow Agent shall establish a special escrow fund designated as the Equipment Acquisition Fund (the "Equipment Acquisition Fund"), shall keep such fund separate and apart from all other funds and money held by it, and shall administer such fund as provided in this Agreement.

2.02 The Lessor's Deposit and any funds deposited by Lessee under Section 1.03 hereof shall be credited to the Equipment Acquisition Fund which shall be used to pay the balance of the purchase price of each item of Equipment subject to the Lease. The Escrow Agent shall pay to the suppliers of the Equipment the payment amounts then due and payable with respect thereto upon receipt of a written request executed by Lessor which specifies each supplier and its address or wire instructions and the applicable portion of the purchase price of the items of Equipment to be paid (the "Receipt Certificate/Payment Request"). As between Lessee and Lessor only, Lessee agrees that it will submit to Lessor for Lessor's signature a Receipt Certificate/Payment Request that has been executed by Lessee together with (a) the suppliers' invoices specifying the applicable portion of the purchase price of the items of Equipment described in said Receipt Certificate, (b) if the item of Equipment is a titled vehicle, a copy of the Manufacturer's Statement of Origin (MSO) covering such item showing Lessor as first and sole lienholder, and (c) any other documents required by the Lease, and Lessee

agrees that Lessor shall not be obligated to execute any such Receipt Certificate until all of the foregoing have been submitted to Lessor.

2.03 If Lessor delivers to the Escrow Agent written notice of the occurrence of an event of default under the Lease or of a termination of the Lease due to a non-appropriation event or non-renewal event under the Lease, then the Escrow Agent shall immediately remit to Lessor the remaining balance of the Equipment Acquisition Fund.

2.04 Upon the Escrow Agent's receipt of a Full Funding Notice (as defined below), the Escrow Agent shall apply the balance remaining in the Equipment Acquisition Fund:

first, to all reasonable fees and expenses incurred by the Escrow Agent in connection herewith as evidenced by its statement forwarded to Lessee and Lessor; and

second, to Lessor to be applied by Lessor for benefit of Lessee either: (a) toward the principal portion of the Rent Payment next coming due under the Lease; or (b) toward a partial prepayment of the principal amount remaining due under the Lease and thereupon Lessor shall prepare and deliver to Lessee a revised Payment Schedule reflecting such partial prepayment of principal.

"Full Funding Notice" means the Final Receipt Certificate/Payment Request which confirms that all Equipment covered by the Lease has been delivered to and accepted by Lessee under the Lease and that the full amount of the Lessor's Deposit has been paid to the applicable suppliers.

2.05 Upon the Funding Expiration Date stated in Section 1.04 above, the Escrow Agent shall apply the balance of the Lessor's Deposit remaining in the Equipment Acquisition Fund:

first, to all reasonable fees and expenses incurred by the Escrow Agent in connection herewith as evidenced by its statement forwarded to Lessee and Lessor; and

second, to Lessor to be applied by Lessor for benefit of Lessee either: (a) toward the principal portion of the Rent Payment next coming due under the Lease; or (b) toward a partial prepayment of the principal amount remaining due under the Lease and thereupon Lessor shall prepare and deliver to Lessee a revised Payment Schedule reflecting such partial prepayment of principal.

Upon the Funding Expiration Date stated in Section 1.04 above, the Escrow Agent shall apply the interest earnings on the Lessor's Deposit as set forth in Section 2.04 above.

2.06 The Escrow Agent shall not be responsible for the sufficiency of the moneys credited to the Equipment Acquisition Fund to make the payments herein required.

Section 3. Money in Equipment Acquisitions Fund; Investment.

3.01 The money and investments held by the Escrow Agent under this Agreement are irrevocably held in trust for the benefit of Lessee and Lessor, and such money, together with any income or interest earned thereon, shall be expended only as provided in this Agreement, and shall not be subject to levy or attachment, or to any security interest or lien, by or for the benefit of any creditor of either Lessee or Lessor; provided, that the money and investments held by the Escrow Agent under this Agreement shall be subject to the security interests provided in Sections 3.07 and 4.03 hereof.

3.02 Money held by the Escrow Agent hereunder shall be invested and reinvested by the Escrow Agent at the written direction of Lessee in Qualified Investments (as defined below). Such investments shall be registered in the name of the Escrow Agent and held by the Escrow Agent. The Escrow Agent may purchase or sell to itself or any affiliate, as principal or agent, investments authorized by this Section. Such investments and reinvestments shall be made giving consideration for the time at which funds are required to be available. No investment shall be made that would cause the Agreement to be deemed an "arbitrage bond" within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended.

3.03 The Escrow Agent shall have no discretion whatsoever with respect to the management, disposition or investment of the Equipment Acquisition Fund and is not a trustee or fiduciary to Lessee. Lessee acknowledges and agrees that all investments made pursuant to this section shall be for the account and risk of Lessee and any losses associated with investments shall be borne solely by Lessee. Escrow Agent shall from time to time invest and reinvest the funds held in the Equipment Acquisition Fund, as and when instructed by Lessee, in writing, in any one or more of the following (hereinafter, "Qualified Investments"): (a) obligations of the United States of America or any agency created thereby; (b) general obligations of any State of the United States of America; (c) general obligations of any political subdivision of a State of the United States of America, if such obligations are rated by at least two recognized rating services as at least AA; (d) certificates of deposit of any national bank or banks (including, if applicable, Escrow Agent or an affiliate of Escrow Agent) insured by the Federal Deposit Insurance Corporation (FDIC) with a net worth in excess of \$100,000,000 ("Acceptable Bank"); (e) obligations of State or Municipal Public Housing Authorities chartered by the United States of America and guaranteed by the United States of America; (f) demand interest bearing accounts of Escrow Agent or an affiliate of Escrow Agent if Escrow Agent or an affiliate of Escrow Agent is an Acceptable Bank; (g) money market funds whose assets are solely invested in obligations listed in (a) through (f) above, including repurchase agreements secured by such obligations and prime commercial paper, so long as the money market funds are rated in either of the two highest categories of any Rating Agency at the time of purchase, including, without limitation, the JPMorgan Funds, or any other mutual fund for which the Escrow Agent or an affiliate of the Escrow Agent serves as investment manager, administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding

that (1) the Escrow Agent or an affiliate of the Escrow Agent receives fees from such funds for services rendered, (2) the Escrow Agent charges and collects fees for services rendered pursuant to the Lease or this Agreement, which fees are, separate from the fees received from such funds and (3) services performed for such funds and pursuant to this Agreement may at times duplicate those provided to such funds by the Escrow Agent or its affiliates; and (h) any other obligations approved in writing by Lessor. Unless otherwise directed in writing by Lessee, the Escrow Agent shall invest the Equipment Acquisition Fund, including all income earnings, as selected by the Lessee on schedule 1 hereto ("Schedule 1") upon the execution of this Agreement. In the event that no election is made at the time of execution of this Agreement, Escrow Agent shall invest the Equipment Acquisition Fund in an interest bearing trust account to be held at JPMorgan Chase Bank, N. A.

3.04 If any of the above-described Qualified Investments are not legal investments of Lessee, then Lessee shall immediately notify Escrow Agent which of said Qualified Investments are not legal investments of Lessee, and shall provide Escrow Agent with direction to invest funds in accordance with Section 3.03.

3.05 The Escrow Agent shall, without further direction, sell such investments as and when required to make any payment from the Equipment Acquisition Fund. Any income received on such investments shall be credited to the Equipment Acquisition Fund.

3.06 The Escrow Agent shall furnish a monthly statement listing all investments to Lessor and to Lessee. The Escrow Agent shall not be responsible or liable for any loss suffered in connection with any investments of moneys made by it in accordance with this Section.

3.07 Lessee hereby grants Lessor a security interest in the money and investments held by the Escrow Agent under this Agreement as collateral security for the payment and performance of all of Lessee's obligations under the Lease, this Agreement and any agreement, contract or instrument related to the Lease or this Agreement. Lessee represents and warrants to Lessor that the money and investments held by the Escrow Agent under this Agreement are free and clear of any liens, security interests or encumbrances other than the security interests created under this Agreement. Escrow Agent hereby acknowledges that it holds the money and investments held by the Escrow Agent under this Agreement subject to such security interest created by Lessee as bailee for Lessor; provided, that Escrow Agent's security interest in such money and investments as created under Section 4.03 hereof shall be superior to Lessor's security interest therein.

Section 4. Escrow Agent's Authority; Indemnification.

4.01 The Escrow Agent may: act in reliance upon any writing, notice, certificate, instruction, instrument or signature which it, in good faith, believes to be genuine; assume the validity and accuracy of any statement or assertion contained in such a writing, notice, certificate, instruction or instrument; and assume that any person purporting to give any such writing, notice, certificate, instruction or instrument in connection with the provisions hereof has been duly authorized to do so. Except as expressly provided otherwise in this Agreement, the Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form of, the manner of execution of, or the validity, accuracy or authenticity of any writing, notice, certificate, instruction or instrument deposited with it, nor as to the identity, authority or right of any person executing the same. The Escrow Agent's duties hereunder (including, without limitation, its duties as to the safekeeping, investment and disbursement of moneys in the Equipment Acquisition Fund) shall be limited to those specifically provided herein.

4.02 Lessee and Lessor jointly and severally shall indemnify, defend and save harmless the Escrow Agent from any and all claims, liabilities, losses, damages, fines, penalties and expenses (including out-of-pocket and incidental expenses and fees and expenses of in-house or outside counsel) ("Losses") arising out of or in connection with (i) its execution and performance of this Agreement, except to the extent and that such Losses are due to the gross negligence or willful misconduct of the Escrow Agent, or (ii) its following any instructions or other directions from Lessee or the Lessor, except to the extent that its following any such instruction or direction is expressly forbidden by the terms hereof. The provisions of this Section 4.02 shall survive the termination of this Agreement and the resignation or removal of the Escrow Agent for any reason. The indemnifications set forth herein are intended to and shall include the indemnification of all affected agents, directors, officers and employees of the Escrow Agent. In no event shall the Escrow Agent be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

4.03 Lessee and Lessor hereby grant Escrow Agent a first priority security interest in the money and investments held by the Escrow Agent under this Agreement as collateral security for the costs and expenses of the foregoing of Section 4.02 and for any other expenses, costs, fees or charges of any character or nature which may be incurred by the Escrow Agent (including reasonable attorneys' fees and court costs) relating to any suit (interpleader or otherwise) or other dispute arising between Lessee and Lessor as to the correct interpretation of the Lease, this Agreement or any instructions given to the Escrow Agent hereunder, with the right of the Escrow Agent, regardless of the instructions aforesaid, to hold the said property until and unless said expenses, costs, fees and charges shall be fully paid.

4.04 If Lessee or Lessor disagree about the interpretation of the Lease or this Agreement, about their rights and obligations under the Lease or this Agreement, or about the propriety of any action contemplated by the Escrow Agent hereunder, then the Escrow Agent may, but shall not be required to, file an appropriate civil action to resolve the disagreement. Lessee and Lessor shall pay all costs, including reasonable attorneys' fees, in connection with such action. The Escrow Agent shall be fully protected in suspending all or any part of its activities under this Agreement until a final judgment in such action is received.

4.05 The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of facts or errors of

judgment, or for any acts or omissions of any kind unless caused by the Escrow Agent's gross negligence or willful misconduct. None of the provisions contained in this Agreement shall require the Escrow Agent to use or advance its own funds in the performance of any of its duties or the exercise of any of its rights or powers hereunder.

Section 5. Change of Escrow Agent.

5.01 Upon agreement of the parties hereto, a national banking association or a state bank having capital (exclusive of borrowed capital) and surplus of at least \$10,000,000.00, qualified as a depository of public funds, may be substituted to act as Escrow Agent under this Agreement. Such substitution shall not be deemed to affect the rights or obligations of the parties hereto. Upon any such substitution, the Escrow Agent agrees to assign to such substitute Escrow Agent all of its rights under this Agreement.

5.02 The Escrow Agent or any successor may at any time resign by giving mailed notice to Lessee and Lessor of its intention to resign and of the proposed date of resignation, which shall be a date not less than thirty (30) days after such notice is deposited in the United States mail with postage fully prepaid, unless an earlier resignation date and the appointment of a successor Escrow Agent has been approved by Lessee and Lessor.

5.03 The Escrow Agent may appoint an agent to exercise any of the powers, rights or remedies granted to the Escrow Agent under this Agreement, to hold title to property or to take any other action which may be desirable or necessary hereunder.

5.04 Any corporation, association or other entity into which the Escrow Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or otherwise transfer all or substantially all of its corporate trust assets and business or any corporation, association or other entity resulting from any such conversion, sale, merger consolidation or other transfer to which it is a party, ipso facto, shall be and become successor escrow agent hereunder, vested with all other matters as was its predecessor, without the execution or filing of any instrument or any further act on the part of the parties hereto, notwithstanding anything herein to the contrary.

Section 6. Administrative Provisions.

6.01 The Escrow Agent shall keep complete and accurate records of all money received and disbursed under this Agreement, which shall be available for inspection by Lessee or Lessor, or the agent of either of them, at any time during regular business hours.

6.02 This Agreement shall be construed and governed in accordance with the laws of the State of Illinois.

6.03 Any provision of this Agreement found to be prohibited by law shall be ineffective only to the extent of such prohibition, and shall not invalidate the remainder of this Agreement.

6.04 This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Specifically, the term "Lessor" as used herein means any person or entity to whom Lessor has assigned its right to receive Rent Payments under the Lease and any other payments due to Lessor hereunder from and after the date when a written notice of such assignment is filed with the Escrow Agent.

6.05 This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Agreement.

6.06 This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it hereunder.

Section 7. Security Procedures. In the event funds transfer instructions are given (other than in writing at the time of execution of this Escrow Agreement), whether in writing, by telecopier or otherwise, the Escrow Agent is authorized to seek confirmation of such instructions by telephone call-back to the person or persons designated on schedule 2 hereto ("Schedule 2"), and the Escrow Agent may rely upon the confirmation of anyone purporting to be the person or persons so designated. Each funds transfer instruction shall be executed by an authorized signatory, a list of such authorized signatories is set forth on Schedule 2. The undersigned is authorized to certify that the signatories on Schedule 2 are authorized signatories. The persons and telephone numbers for callbacks may be changed only in a writing actually received and acknowledged by the Escrow Agent. The Escrow Agent and the beneficiary's bank in any funds transfer may rely solely upon any account numbers or similar identifying numbers provided by the Lessee or Lessor to identify (i) the beneficiary, (ii) the beneficiary's bank, or (iii) an intermediary bank. The Escrow Agent may apply any of the escrowed funds for any payment order it executes using any such identifying number, even where its use may result in a person other than the beneficiary being paid, or the transfer of funds to a bank other than the beneficiary's bank or an intermediary bank designated. The parties to this Escrow Agreement acknowledge that these security procedures are commercially reasonable.

Section 8. Escrow Agent Fees. \$750.00 ("Acceptance Fee"). As compensation for Escrow Agent's services hereunder, Lessee agrees to pay Escrow Agent the above Acceptance Fee; provided, that Escrow Agent will waive the Acceptance Fee so long as the Qualified Investment for the Lessor's Deposit shall be an eligible deposit of any bank affiliate of the Escrow Agent and/or any JPMorgan Fund. If the Acceptance Fee is payable by Lessee, then Lessee authorizes Escrow Agent either to deduct said Acceptance Fee from the interest and earnings otherwise payable to Lessee under this Agreement or to bill and collect said Acceptance Fee at any time. In addition, Lessee agrees to reimburse Escrow Agent for its reasonable out-of-pocket costs and expenses and any extraordinary fees and expenses for performing its obligations hereunder (including, but not limited to, attorney's fees and expenses) and to pay all other amounts expressly due and payable to Escrow Agent hereunder.

Section 9. Notices.

Any notice, consent or request to be given in connection with any of the terms or provisions of this Agreement shall be in writing and be given in person, by facsimile transmission, courier delivery service or by mail, and shall become effective (a) on delivery if given in person, (b) on the date of delivery if sent by facsimile or by courier delivery service, or (c) three business days after being deposited in the mail, with proper postage for first-class registered or certified mail, prepaid.

Notices shall be addressed as follows:

- (i) If to the Lessee:
CITY OF COPPERAS COVE
ATTN: FINANCE DEPT.
P.O. DRAWER 1449, 507 S. MAIN STREET
COPPERAS COVE , TX 76522
Attention:
Fax Number:

- (ii) If to the Lessor :
CHASE EQUIPMENT LEASING INC.
1111 Polaris Parkway, Suite A-3
Columbus, Ohio 43240
Attention: MARY C. HEUBACH
Fax Number: 866-276-4068

- (iii) If to the Escrow Agent
JPMorgan Chase Bank, N.A.
420 W. Van Buren, Mail Code IL1-0113
Chicago, IL 60606
Attention: Kevin Binninger, Worldwide Security Services
Fax Number: 312-954-0430

Section 10. Force Majeure. Notwithstanding any other provision of this Agreement, the Escrow Agent shall not be obligated to perform any obligation hereunder and shall not incur any liability for the nonperformance or breach of any obligation hereunder to the extent that the Escrow Agent is delayed in performing, unable to perform or breaches such obligation because of acts of God, war, terrorism, fire, floods, strikes, electrical outages, equipment or transmission failures, or other causes reasonably beyond its control.

Section 11. Important Information About Procedures For Opening A New Account. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. When an account is opened, Escrow Agent will ask for information that will allow it to identify relevant parties.

[The next page is the signature page.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

JPMORGAN CHASE BANK, N.A., as escrow agent
("Escrow Agent")

By: _____

Title: _____

CHASE EQUIPMENT LEASING INC.
("Lessor")

By: _____

Title: _____

CITY OF COPPERAS COVE
("Lessee")

By: _____

Title: _____

Attachments: Schedule 1 (Investment Authorization)
Schedule 2 (Name/telephone # of call-back person(s) designated by Section 7 above)

Schedule 1

Investment Authorization
CITY OF COPPERAS COVE 1000132764

Investment: **SELECT INVESTMENT BELOW**

- A trust account with JPMorgan Chase Bank, N.A.;
- A money market mutual fund, including without limitation the JPMorgan Fund or any other mutual fund for which the Escrow Agent or any affiliate of the Escrow Agent serves as investment manager, administrator, shareholder servicing agent and/or custodian or subcustodian, notwithstanding that (i) the Escrow Agent or an affiliate of the Escrow Agent receives fees from such funds for services rendered, (ii) the Escrow Agent charges and collects fees for services rendered pursuant to this Escrow Agreement, which fees are separate from the fees received from such funds, and (iii) services performed for such funds and pursuant to this Escrow Agreement may at times duplicate those provided to such funds by the Escrow Agent or its affiliates.

Check One

- JPMorgan Prime Money Market Fund Morgan Shares (283)
 JPMorgan U.S. Government Money Market Fund Morgan Shares (3916)
 JPMorgan Federal Money Market Fund Morgan Shares (353)
 JPMorgan Treasury Plus Money Market Fund Morgan Shares (3919)
 JPMorgan 100% U.S. Treasury Securities Money Market Fund Morgan Shares (677)
 JPMorgan Tax Free Money Market Fund Morgan Shares (2)

SHAREHOLDER SERVICES FEES: Customer acknowledges that the Fund is authorized to make payments from its management fee or any other source available to parties such as banks or broker-dealers ("Service Organizations") that provide shareholder support services to the Fund and that Service Organizations currently are compensated at a rate of up to the Maximum Rate of .50% annually of the average net assets of each Fund with respect to which they provide or have provided shareholder support services. Customer further acknowledges that JPMorgan is a Service Organization and is paid, and hereby consents to such payment, by the Fund up to the Maximum Rate annually of the average daily balance of the Account invested in the Fund for shareholder support services rendered to the Fund by JPMorgan, which services may include, without limitation, answering client's inquiries regarding the Fund, assistance to clients in changing dividend options, account designations and addresses, processing purchase and redemption transactions, providing periodic statements showing a client's account balance and the integration of such statement with other transactions, arranging for JPMorgan wires, and providing such other information and services as the Fund's distributor or Customer reasonably may request. Customer further acknowledges that the Fund may purchase securities from or through JPMorgan or its affiliates, may engage in repurchase transactions with JPMorgan or its affiliates, may place funds on deposit in accounts with JPMorgan or its affiliates and receive interest income thereon and may obtain other services from JPMorgan for which JPMorgan is paid a fee.

Schedule 2

**Telephone Number(s) and Signature(s) for
Person(s) Designated to Give Funds Transfer Instructions**

If to Lessor: (For use only by Escrow Agent)

<u>Name</u>	<u>Telephone Number</u>	<u>Signature</u>
1. _____	_____	(Standing Signature on File)
2. _____	_____	(Standing Signature on File)
3. _____	_____	(Standing Signature on File)

**Telephone Number(s) for Call-Backs and
Person(s) Designated to Confirm Funds Transfer Instructions**

If to Lessor:

<u>Name</u>	<u>Telephone Number</u>
1. Larry E. Spencer	(614) 213-7177
2. Timothy L. Ellerbrock	(614) 213-7645
3. Aric Camburn	(614) 213-1932
4. Mary Heubach	(614) 213-1557
5. Lory R. King	(614) 213-1146
6. Nate J. Ruhe	(614) 213-3859

All funds transfer instructions must include the signature of the person(s) authorizing said funds transfer and must not be the same person confirming said transfer.

ESCROW AGREEMENT
Dated as of 07/03/2008
(Gross Fund-Earnings to Lessee)

This Escrow Agreement together with all addenda, riders and attachments hereto, as the same may from time to time be amended, modified or supplemented ("Agreement") is made and entered as of the date set forth above by and among the Escrow Agent identified below ("Escrow Agent"), the Lessee identified below ("Lessee") and CHASE EQUIPMENT LEASING INC. ("Lessor").

Escrow Agent: JPMorgan Chase Bank, N.A.

Lessee: CITY OF COPPERAS COVE

For good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals.

1.01 Lessor and Lessee have entered into the Lease identified below whereby Lessor has agreed to lease and sell certain property described therein (the "Equipment") to Lessee, and Lessee has agreed to lease and purchase the Equipment from Lessor, in the manner and on the terms set forth in the Lease.

1.02 "Lease" means, collectively, the Lease Schedule identified below and the Master Lease-Purchase Agreement identified in said Lease Schedule (to the extent that it relates to said Lease Schedule) together with all exhibits, schedules, addenda, riders and attachments thereto.

Lease Schedule No. 1000132764

1.03 **LESSOR'S DEPOSIT: \$ 314,003.34.** Lessor shall pay or cause to be paid to the Escrow Agent the amount of the Lessor's Deposit which will be credited to the Equipment Acquisition Fund established in Section 2 hereof. To the extent that the purchase price of the Equipment exceeds the Lessor's Deposit, Lessee shall either deposit with Escrow Agent funds which will be credited to the Equipment Acquisition Fund and used to pay the balance of the purchase price of the Equipment or Lessee shall pay such balance directly to the suppliers.

1.04 **FUNDING EXPIRATION DATE: 01/03/10.** Lessee and Lessor agree that all Equipment should be delivered and installed, and all funds disbursed from the Equipment Acquisition Fund, no later than the above Funding Expiration Date.

1.05 Under the Lease, Lessee will cause each item of Equipment to be ordered from the applicable suppliers. Lessee shall furnish to Lessor as soon as available, a copy of the purchase orders or purchase contracts for all Equipment ordered pursuant to the Lease, showing the supplier, the purchase price and the estimated delivery dates.

1.06 Subject to such control by Lessee and Lessor as is provided herein, Lessor and Lessee agree to employ the Escrow Agent to receive, hold, invest and disburse the moneys to be paid to the Escrow Agent as described in this Agreement. The Escrow Agent shall not be obligated to assume or perform any obligation of Lessee or Lessor under the Lease or of any supplier with respect to any Equipment by reason of anything contained in this Agreement. Any funds in the Equipment Acquisition Fund not needed to pay the purchase price of Equipment will be paid to Lessor or Lessee, all as hereinafter provided.

1.07 This Agreement is not intended to alter or change in any way the rights and obligations of Lessor and Lessee under the Lease, but is entirely supplemental thereto.

1.08 Each of the parties hereto has authority to enter into this Agreement, and has taken all actions necessary to authorize the execution of this Agreement by the officers whose signatures are affixed hereto.

Section 2. Equipment Acquisition Fund.

2.01 The Escrow Agent shall establish a special escrow fund designated as the Equipment Acquisition Fund (the "Equipment Acquisition Fund"), shall keep such fund separate and apart from all other funds and money held by it, and shall administer such fund as provided in this Agreement.

2.02 The Lessor's Deposit and any funds deposited by Lessee under Section 1.03 hereof shall be credited to the Equipment Acquisition Fund which shall be used to pay the balance of the purchase price of each item of Equipment subject to the Lease. The Escrow Agent shall pay to the suppliers of the Equipment the payment amounts then due and payable with respect thereto upon receipt of a written request executed by Lessor which specifies each supplier and its address or wire instructions and the applicable portion of the purchase price of the items of Equipment to be paid (the "Receipt Certificate/Payment Request"). As between Lessee and Lessor only, Lessee agrees that it will submit to Lessor for Lessor's signature a Receipt Certificate/Payment Request that has been executed by Lessee together with (a) the suppliers' invoices specifying the applicable portion of the purchase price of the items of Equipment described in said Receipt Certificate, (b) if the item of Equipment is a titled vehicle, a copy of the Manufacturer's Statement of Origin (MSO) covering such item showing Lessor as first and sole lienholder, and (c) any other documents required by the Lease, and Lessee

agrees that Lessor shall not be obligated to execute any such Receipt Certificate until all of the foregoing have been submitted to Lessor.

2.03 If Lessor delivers to the Escrow Agent written notice of the occurrence of an event of default under the Lease or of a termination of the Lease due to a non-appropriation event or non-renewal event under the Lease, then the Escrow Agent shall immediately remit to Lessor the remaining balance of the Equipment Acquisition Fund.

2.04 Upon the Escrow Agent's receipt of a Full Funding Notice (as defined below), the Escrow Agent shall apply the balance remaining in the Equipment Acquisition Fund:

first, to all reasonable fees and expenses incurred by the Escrow Agent in connection herewith as evidenced by its statement forwarded to Lessee and Lessor; and

second, to Lessor to be applied by Lessor for benefit of Lessee either: (a) toward the principal portion of the Rent Payment next coming due under the Lease; or (b) toward a partial prepayment of the principal amount remaining due under the Lease and thereupon Lessor shall prepare and deliver to Lessee a revised Payment Schedule reflecting such partial prepayment of principal.

"Full Funding Notice" means the Final Receipt Certificate/Payment Request which confirms that all Equipment covered by the Lease has been delivered to and accepted by Lessee under the Lease and that the full amount of the Lessor's Deposit has been paid to the applicable suppliers.

2.05 Upon the Funding Expiration Date stated in Section 1.04 above, the Escrow Agent shall apply the balance of the Lessor's Deposit remaining in the Equipment Acquisition Fund:

first, to all reasonable fees and expenses incurred by the Escrow Agent in connection herewith as evidenced by its statement forwarded to Lessee and Lessor; and

second, to Lessor to be applied by Lessor for benefit of Lessee either: (a) toward the principal portion of the Rent Payment next coming due under the Lease; or (b) toward a partial prepayment of the principal amount remaining due under the Lease and thereupon Lessor shall prepare and deliver to Lessee a revised Payment Schedule reflecting such partial prepayment of principal.

Upon the Funding Expiration Date stated in Section 1.04 above, the Escrow Agent shall apply the interest earnings on the Lessor's Deposit as set forth in Section 2.04 above.

2.06 The Escrow Agent shall not be responsible for the sufficiency of the moneys credited to the Equipment Acquisition Fund to make the payments herein required.

Section 3. Money in Equipment Acquisitions Fund; Investment.

3.01 The money and investments held by the Escrow Agent under this Agreement are irrevocably held in trust for the benefit of Lessee and Lessor, and such money, together with any income or interest earned thereon, shall be expended only as provided in this Agreement, and shall not be subject to levy or attachment, or to any security interest or lien, by or for the benefit of any creditor of either Lessee or Lessor; provided, that the money and investments held by the Escrow Agent under this Agreement shall be subject to the security interests provided in Sections 3.07 and 4.03 hereof.

3.02 Money held by the Escrow Agent hereunder shall be invested and reinvested by the Escrow Agent at the written direction of Lessee in Qualified Investments (as defined below). Such investments shall be registered in the name of the Escrow Agent and held by the Escrow Agent. The Escrow Agent may purchase or sell to itself or any affiliate, as principal or agent, investments authorized by this Section. Such investments and reinvestments shall be made giving consideration for the time at which funds are required to be available. No investment shall be made that would cause the Agreement to be deemed an "arbitrage bond" within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended.

3.03 The Escrow Agent shall have no discretion whatsoever with respect to the management, disposition or investment of the Equipment Acquisition Fund and is not a trustee or fiduciary to Lessee. Lessee acknowledges and agrees that all investments made pursuant to this section shall be for the account and risk of Lessee and any losses associated with investments shall be borne solely by Lessee. Escrow Agent shall from time to time invest and reinvest the funds held in the Equipment Acquisition Fund, as and when instructed by Lessee, in writing, in any one or more of the following (hereinafter, "Qualified Investments"): (a) obligations of the United States of America or any agency created thereby; (b) general obligations of any State of the United States of America; (c) general obligations of any political subdivision of a State of the United States of America, if such obligations are rated by at least two recognized rating services as at least AA; (d) certificates of deposit of any national bank or banks (including, if applicable, Escrow Agent or an affiliate of Escrow Agent) insured by the Federal Deposit Insurance Corporation (FDIC) with a net worth in excess of \$100,000,000 ("Acceptable Bank"); (e) obligations of State or Municipal Public Housing Authorities chartered by the United States of America and guaranteed by the United States of America; (f) demand interest bearing accounts of Escrow Agent or an affiliate of Escrow Agent if Escrow Agent or an affiliate of Escrow Agent is an Acceptable Bank; (g) money market funds whose assets are solely invested in obligations listed in (a) through (f) above, including repurchase agreements secured by such obligations and prime commercial paper, so long as the money market funds are rated in either of the two highest categories of any Rating Agency at the time of purchase, including, without limitation, the JPMorgan Funds, or any other mutual fund for which the Escrow Agent or an affiliate of the Escrow Agent serves as investment manager, administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding

that (1) the Escrow Agent or an affiliate of the Escrow Agent receives fees from such funds for services rendered, (2) the Escrow Agent charges and collects fees for services rendered pursuant to the Lease or this Agreement, which fees are, separate from the fees received from such funds and (3) services performed for such funds and pursuant to this Agreement may at times duplicate those provided to such funds by the Escrow Agent or its affiliates; and (h) any other obligations approved in writing by Lessor. Unless otherwise directed in writing by Lessee, the Escrow Agent shall invest the Equipment Acquisition Fund, including all income earnings, as selected by the Lessee on schedule 1 hereto ("**Schedule 1**") upon the execution of this Agreement. In the event that no election is made at the time of execution of this Agreement, Escrow Agent shall invest the Equipment Acquisition Fund in an interest bearing trust account to be held at JPMorgan Chase Bank, N. A.

3.04 If any of the above-described Qualified Investments are not legal investments of Lessee, then Lessee shall immediately notify Escrow Agent which of said Qualified Investments are not legal investments of Lessee, and shall provide Escrow Agent with direction to invest funds in accordance with Section 3.03.

3.05 The Escrow Agent shall, without further direction, sell such investments as and when required to make any payment from the Equipment Acquisition Fund. Any income received on such investments shall be credited to the Equipment Acquisition Fund.

3.06 The Escrow Agent shall furnish a monthly statement listing all investments to Lessor and to Lessee. The Escrow Agent shall not be responsible or liable for any loss suffered in connection with any investments of moneys made by it in accordance with this Section.

3.07 Lessee hereby grants Lessor a security interest in the money and investments held by the Escrow Agent under this Agreement as collateral security for the payment and performance of all of Lessee's obligations under the Lease, this Agreement and any agreement, contract or instrument related to the Lease or this Agreement. Lessee represents and warrants to Lessor that the money and investments held by the Escrow Agent under this Agreement are free and clear of any liens, security interests or encumbrances other than the security interests created under this Agreement. Escrow Agent hereby acknowledges that it holds the money and investments held by the Escrow Agent under this Agreement subject to such security interest created by Lessee as bailee for Lessor; provided, that Escrow Agent's security interest in such money and investments as created under Section 4.03 hereof shall be superior to Lessor's security interest therein.

Section 4. Escrow Agent's Authority; Indemnification.

4.01 The Escrow Agent may: act in reliance upon any writing, notice, certificate, instruction, instrument or signature which it, in good faith, believes to be genuine; assume the validity and accuracy of any statement or assertion contained in such a writing, notice, certificate, instruction or instrument; and assume that any person purporting to give any such writing, notice, certificate, instruction or instrument in connection with the provisions hereof has been duly authorized to do so. Except as expressly provided otherwise in this Agreement, the Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form of, the manner of execution of, or the validity, accuracy or authenticity of any writing, notice, certificate, instruction or instrument deposited with it, nor as to the identity, authority or right of any person executing the same. The Escrow Agent's duties hereunder (including, without limitation, its duties as to the safekeeping, investment and disbursement of moneys in the Equipment Acquisition Fund) shall be limited to those specifically provided herein.

4.02 Lessee and Lessor jointly and severally shall indemnify, defend and save harmless the Escrow Agent from any and all claims, liabilities, losses, damages, fines, penalties and expenses (including out-of-pocket and incidental expenses and fees and expenses of in-house or outside counsel) ("Losses") arising out of or in connection with (i) its execution and performance of this Agreement, except to the extent and that such Losses are due to the gross negligence or willful misconduct of the Escrow Agent, or (ii) its following any instructions or other directions from Lessee or the Lessor, except to the extent that its following any such instruction or direction is expressly forbidden by the terms hereof. The provisions of this Section 4.02 shall survive the termination of this Agreement and the resignation or removal of the Escrow Agent for any reason. The indemnifications set forth herein are intended to and shall include the indemnification of all affected agents, directors, officers and employees of the Escrow Agent. In no event shall the Escrow Agent be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

4.03 Lessee and Lessor hereby grant Escrow Agent a first priority security interest in the money and investments held by the Escrow Agent under this Agreement as collateral security for the costs and expenses of the foregoing of Section 4.02 and for any other expenses, costs, fees or charges of any character or nature which may be incurred by the Escrow Agent (including reasonable attorneys' fees and court costs) relating to any suit (interpleader or otherwise) or other dispute arising between Lessee and Lessor as to the correct interpretation of the Lease, this Agreement, or any instructions given to the Escrow Agent hereunder, with the right of the Escrow Agent, regardless of the instructions aforesaid, to hold the said property until and unless said expenses, costs, fees and charges shall be fully paid.

4.04 If Lessee or Lessor disagree about the interpretation of the Lease or this Agreement, about their rights and obligations under the Lease or this Agreement, or about the propriety of any action contemplated by the Escrow Agent hereunder, then the Escrow Agent may, but shall not be required to, file an appropriate civil action to resolve the disagreement. Lessee and Lessor shall pay all costs, including reasonable attorneys' fees, in connection with such action. The Escrow Agent shall be fully protected in suspending all or any part of its activities under this Agreement until a final judgment in such action is received.

4.05 The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of facts or errors of

judgment, or for any acts or omissions of any kind unless caused by the Escrow Agent's gross negligence or willful misconduct. None of the provisions contained in this Agreement shall require the Escrow Agent to use or advance its own funds in the performance of any of its duties or the exercise of any of its rights or powers hereunder.

Section 5. Change of Escrow Agent.

5.01 Upon agreement of the parties hereto, a national banking association or a state bank having capital (exclusive of borrowed capital) and surplus of at least \$10,000,000.00, qualified as a depository of public funds, may be substituted to act as Escrow Agent under this Agreement. Such substitution shall not be deemed to affect the rights or obligations of the parties hereto. Upon any such substitution, the Escrow Agent agrees to assign to such substitute Escrow Agent all of its rights under this Agreement.

5.02 The Escrow Agent or any successor may at any time resign by giving mailed notice to Lessee and Lessor of its intention to resign and of the proposed date of resignation, which shall be a date not less than thirty (30) days after such notice is deposited in the United States mail with postage fully prepaid, unless an earlier resignation date and the appointment of a successor Escrow Agent has been approved by Lessee and Lessor.

5.03 The Escrow Agent may appoint an agent to exercise any of the powers, rights or remedies granted to the Escrow Agent under this Agreement, to hold title to property or to take any other action which may be desirable or necessary hereunder.

5.04 Any corporation, association or other entity into which the Escrow Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or otherwise transfer all or substantially all of its corporate trust assets and business or any corporation, association or other entity resulting from any such conversion, sale, merger consolidation or other transfer to which it is a party, ipso facto, shall be and become successor escrow agent hereunder, vested with all other matters as was its predecessor, without the execution or filing of any instrument or any further act on the part of the parties hereto, notwithstanding anything herein to the contrary.

Section 6. Administrative Provisions.

6.01 The Escrow Agent shall keep complete and accurate records of all money received and disbursed under this Agreement, which shall be available for inspection by Lessee or Lessor, or the agent of either of them, at any time during regular business hours.

6.02 This Agreement shall be construed and governed in accordance with the laws of the State of Illinois.

6.03 Any provision of this Agreement found to be prohibited by law shall be ineffective only to the extent of such prohibition, and shall not invalidate the remainder of this Agreement.

6.04 This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Specifically, the term "Lessor" as used herein means any person or entity to whom Lessor has assigned its right to receive Rent Payments under the Lease and any other payments due to Lessor hereunder from and after the date when a written notice of such assignment is filed with the Escrow Agent.

6.05 This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Agreement.

6.06 This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it hereunder.

Section 7. Security Procedures. In the event funds transfer instructions are given (other than in writing at the time of execution of this Escrow Agreement), whether in writing, by telecopier or otherwise, the Escrow Agent is authorized to seek confirmation of such instructions by telephone call-back to the person or persons designated on schedule 2 hereto ("Schedule 2"), and the Escrow Agent may rely upon the confirmation of anyone purporting to be the person or persons so designated. Each funds transfer instruction shall be executed by an authorized signatory, a list of such authorized signatories is set forth on Schedule 2. The undersigned is authorized to certify that the signatories on Schedule 2 are authorized signatories. The persons and telephone numbers for callbacks may be changed only in a writing actually received and acknowledged by the Escrow Agent. The Escrow Agent and the beneficiary's bank in any funds transfer may rely solely upon any account numbers or similar identifying numbers provided by the Lessee or Lessor to identify (i) the beneficiary, (ii) the beneficiary's bank, or (iii) an intermediary bank. The Escrow Agent may apply any of the escrowed funds for any payment order it executes using any such identifying number, even where its use may result in a person other than the beneficiary being paid, or the transfer of funds to a bank other than the beneficiary's bank or an intermediary bank designated. The parties to this Escrow Agreement acknowledge that these security procedures are commercially reasonable.

Section 8. Escrow Agent Fees. \$750.00 ("Acceptance Fee"). As compensation for Escrow Agent's services hereunder, Lessee agrees to pay Escrow Agent the above Acceptance Fee; provided, that Escrow Agent will waive the Acceptance Fee so long as the Qualified Investment for the Lessor's Deposit shall be an eligible deposit of any bank affiliate of the Escrow Agent and/or any JPMorgan Fund. If the Acceptance Fee is payable by Lessee, then Lessee authorizes Escrow Agent either to deduct said Acceptance Fee from the interest and earnings otherwise payable to Lessee under this Agreement or to bill and collect said Acceptance Fee at any time. In addition, Lessee agrees to reimburse Escrow Agent for its reasonable out-of-pocket costs and expenses and any extraordinary fees and expenses for performing its obligations hereunder (including, but not limited to, attorney's fees and expenses) and to pay all other amounts expressly due and payable to Escrow Agent hereunder.

Section 9. Notices.

Any notice, consent or request to be given in connection with any of the terms or provisions of this Agreement shall be in writing and be given in person, by facsimile transmission, courier delivery service or by mail, and shall become effective (a) on delivery if given in person, (b) on the date of delivery if sent by facsimile or by courier delivery service, or (c) three business days after being deposited in the mail, with proper postage for first-class registered or certified mail, prepaid.

Notices shall be addressed as follows:

- (i) If to the Lessee:
CITY OF COPPERAS COVE
ATTN: FINANCE DEPT.
P.O. DRAWER 1449, 507 S. MAIN STREET
COPPERAS COVE , TX 76522
Attention:
Fax Number:
- (ii) If to the Lessor :
CHASE EQUIPMENT LEASING INC.
1111 Polaris Parkway, Suite A-3
Columbus, Ohio 43240
Attention: MARY C. HEUBACH
Fax Number: 866-276-4068
- (iii) If to the Escrow Agent
JPMorgan Chase Bank, N.A.
420 W. Van Buren, Mail Code IL1-0113
Chicago, IL 60606
Attention: Kevin Blinniger, Worldwide Security Services
Fax Number: 312-954-0430

Section 10. Force Majeure. Notwithstanding any other provision of this Agreement, the Escrow Agent shall not be obligated to perform any obligation hereunder and shall not incur any liability for the nonperformance or breach of any obligation hereunder to the extent that the Escrow Agent is delayed in performing, unable to perform or breaches such obligation because of acts of God, war, terrorism, fire, floods, strikes, electrical outages, equipment or transmission failures, or other causes reasonably beyond its control.

Section 11. Important Information About Procedures For Opening A New Account. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. When an account is opened, Escrow Agent will ask for information that will allow it to identify relevant parties.

[The next page is the signature page.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

JPMORGAN CHASE BANK, N.A., as escrow agent
("Escrow Agent")

By: _____

Title: _____

CHASE EQUIPMENT LEASING INC.
("Lessor")

By: _____

Title: _____

CITY OF COPPERAS COVE
("Lessee")

By: _____

Title: _____

Attachments: Schedule 1 (Investment Authorization)
 Schedule 2 (Name/telephone # of call-back person(s) designated by Section 7 above)

Schedule 1

Investment Authorization
CITY OF COPPERAS COVE 1000132764

Investment: SELECT INVESTMENT BELOW

- A trust account with JPMorgan Chase Bank, N.A.;
- A money market mutual fund, including without limitation the JPMorgan Fund or any other mutual fund for which the Escrow Agent or any affiliate of the Escrow Agent serves as investment manager, administrator, shareholder servicing agent and/or custodian or subcustodian, notwithstanding that (i) the Escrow Agent or an affiliate of the Escrow Agent receives fees from such funds for services rendered, (ii) the Escrow Agent charges and collects fees for services rendered pursuant to this Escrow Agreement, which fees are separate from the fees received from such funds, and (iii) services performed for such funds and pursuant to this Escrow Agreement may at times duplicate those provided to such funds by the Escrow Agent or its affiliates.

Check One

- JPMorgan Prime Money Market Fund Morgan Shares (283)
- JPMorgan U.S. Government Money Market Fund Morgan Shares (3916)
- JPMorgan Federal Money Market Fund Morgan Shares (353)
- JPMorgan Treasury Plus Money Market Fund Morgan Shares (3919)
- JPMorgan 100% U.S. Treasury Securities Money Market Fund Morgan Shares (677)
- JPMorgan Tax Free Money Market Fund Morgan Shares (2)

SHAREHOLDER SERVICES FEES: Customer acknowledges that the Fund is authorized to make payments from its management fee or any other source available to parties such as banks or broker-dealers ("Service Organizations") that provide shareholder support services to the Fund and that Service Organizations currently are compensated at a rate of up to the Maximum Rate of .50% annually of the average net assets of each Fund with respect to which they provide or have provided shareholder support services. Customer further acknowledges that JPMorgan is a Service Organization and is paid, and hereby consents to such payment, by the Fund up to the Maximum Rate annually of the average daily balance of the Account invested in the Fund for shareholder support services rendered to the Fund by JPMorgan, which services may include, without limitation, answering client's inquiries regarding the Fund, assistance to clients in changing dividend options, account designations and addresses, processing purchase and redemption transactions, providing periodic statements showing a client's account balance and the integration of such statement with other transactions, arranging for JPMorgan wires, and providing such other information and services as the Fund's distributor or Customer reasonably may request. Customer further acknowledges that the Fund may purchase securities from or through JPMorgan or its affiliates, may engage in repurchase transactions with JPMorgan or its affiliates, may place funds on deposit in accounts with JPMorgan or its affiliates and receive interest income thereon and may obtain other services from JPMorgan for which JPMorgan is paid a fee.

Schedule 2

**Telephone Number(s) and Signature(s) for
Person(s) Designated to Give Funds Transfer Instructions**

If to Lessor: (For use only by Escrow Agent)

	<u>Name</u>	<u>Telephone Number</u>	<u>Signature</u>
1.	_____	_____	(Standing Signature on File)
2.	_____	_____	(Standing Signature on File)
3.	_____	_____	(Standing Signature on File)

**Telephone Number(s) for Call-Backs and
Person(s) Designated to Confirm Funds Transfer Instructions**

If to Lessor:

	<u>Name</u>	<u>Telephone Number</u>
1.	Larry E. Spencer	(614) 213-7177
2.	Timothy L. Ellerbrock	(614) 213-7645
3.	Aric Camburn	(614) 213-1932
4.	Mary Heubach	(614) 213-1557
5.	Lory R. King	(614) 213-1146
6.	Nate J. Ruhe	(614) 213-3859

All funds transfer instructions must include the signature of the person(s) authorizing said funds transfer and must not be the same person confirming said transfer.

PARTIAL RECEIPT CERTIFICATE/PAYMENT REQUEST

Dated _____

Lease Schedule No: 1000132764 dated 07/03/2008

Escrow Agreement Dated: 07/03/2008

1. The undersigned Lessee of the above Lease Schedule and its Master Lease-Purchase Agreement (collectively, the "Lease") hereby acknowledges receipt in good condition of all of the Equipment described on Schedule A-1 to this Partial Receipt Certificate/Payment Request as of the following Acceptance Date and hereby confirms that the Equipment has been installed at the following location:

Acceptance Date: _____

Equipment Location: See Attached Schedule A-1

2. Lessee agrees that (a) the undersigned Lessor has not selected, manufactured, sold or supplied any of the Equipment, (b) Lessee has selected all of the Equipment and its suppliers, and (c) Lessee has received a copy of, and approved, the purchase orders or purchase contracts for the Equipment.

3. **AS BETWEEN LESSEE AND LESSOR, LESSEE AGREES THAT: (a) LESSEE HAS RECEIVED, INSPECTED AND APPROVED ALL OF THE EQUIPMENT; (b) ALL EQUIPMENT IS IN GOOD WORKING ORDER AND COMPLIES WITH ALL PURCHASE ORDERS OR CONTRACTS AND ALL APPLICABLE SPECIFICATIONS; (c) LESSEE IRREVOCABLY ACCEPTS ALL EQUIPMENT FOR PURPOSES OF THE LEASE "AS-IS, WHERE-IS" WITH ALL FAULTS; AND (d) LESSEE UNCONDITIONALLY WAIVES ANY RIGHT THAT IT MAY HAVE TO REVOKE ITS ACCEPTANCE OF THE EQUIPMENT.**

4. Lessee and Lessor hereby request that the Escrow Agent identified in the above Escrow Agreement pay from the Equipment Acquisition Fund established under the Escrow Agreement to each party designated below as Payee, the amount stated below in payment of all or part of the Purchase Price as stated below. Lessee hereby confirms that said amount is due and payable under a purchase order or contract relating to the Equipment described herein and has not formed the basis of any prior request for payment.

Payee #1:

Name: _____

Address: _____

Invoice: Number _____ Date: _____

Amount: \$ _____

Payee #2:

Name: _____

Address: _____

Invoice: Number _____ Date: _____

Amount: \$ _____

CITY OF COPPERAS COVE
(Lessee)

CHASE EQUIPMENT LEASING INC.
(Lessor)

By: _____

By: _____

Title: _____

Title: _____

SCHEDULE A-1
Equipment Description

Lease Schedule No: 1000132764 dated 07/03/2008

The Equipment described below includes all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto.

Equipment Location: _____

Equipment Description: _____

Equipment Purchase Price \$ _____

This Schedule A-1 is attached to a Receipt Certificate/Payment Request relating to the Lease Schedule.

CITY OF COPPERAS COVE
(Lessee)

CHASE EQUIPMENT LEASING INC.
(Lessor)

By: _____

By: _____

Title: _____

Title: _____

City of Copperas Cove

City Council Agenda Item Report

July 1, 2008

Agenda Item No. I-4

Contact – Wanda Bunting, Director of Financial Services, 547-4221
wbunting@ci.copperas-cove.tx.us

SUBJECT: Consideration and action on approving Resolution No. 2008-23, authorizing the City Manager to enter into a tax-exempt lease agreement with Chase Equipment Leasing in the amount of \$314,003.34 for a term of four years on the equipment and three years on the software with an interest rate of 3.48 percent.

1. BACKGROUND/HISTORY

In the FY 2007 budget, funds were encumbered to cover a software upgrade for the Building department. Over this period, the building department has been researching options. The department decided that using the Incode system would provide several benefits to the City. The City currently uses Incode software as the financial system and this building module will directly link to the financial system which will improve internal controls.

In the FY 2008 Budget, Council appropriated funds for equipment at the Golf Course and for the Water and Sewer Department. The City postponed this capital lease purchase due to a reduction in revenues at the end of last fiscal year in the Golf Course and the Water and Sewer funds due to the heavy rainfalls. The actual revenues have picked up in FY 2007-08 and should be around the budgeted levels which will allow sufficient funds for this capital lease purchase.

2. FINDINGS/CURRENT ACTIVITY

Building Module Software

The building module software will provide benefits to the Building Department along with other departments throughout the City. This software will link with our current financial and utility software and will allow the building inspectors to work more efficiently out in the field with the software.

Golf Course Equipment

The Golf Course is purchasing triplex greens mowers, a progorator sprayer, a turf gator, a regular cab truck, irrigation equipment and a fertigation system. This equipment will improve the efficiency and operations of the Golf Course Department.

Water and Wastewater Equipment

The Water and Wastewater department is purchasing a back loader and a dump truck to assist the work crews in efficiently performing their job duties on a daily basis.

3. FINANCIAL IMPACT

The software will be financed through a three-year tax-exempt capital lease and the equipment will be financed through a four-year tax-exempt capital lease through Chase Equipment Leasing, Inc of Columbus, OH in the amount of \$314,003.34 at an interest rate of 3.48 percent. The total principal and interest payments of the lease equal \$335,899.08. The monthly lease payments will be \$7,370.09 for the first three years and then step down to \$5,881.32.

The software will be covered by an encumbrance in the current fiscal year. Sufficient funds for the equipment are appropriated in the 2007-08 Budget to cover the current year capital lease payments.

The total annual operating fund impact to lease purchase the software and equipment is as follows:

General Fund:	\$17,865.24
Golf Course Fund:	\$31,767.96
Water & Sewer Fund:	\$38,807.88

4. ACTION OPTIONS/RECOMMENDATION

City Staff recommends City Council approve Resolution No. 2008-23, authorizing the City manager to enter into a tax-exempt lease agreement with Chase Equipment Leasing in the amount of \$314,003.34 for a period of four years and at an interest rate of 3.48 percent.

City of Copperas Cove

City Council Agenda Item Report

July 1, 2008

Agenda Item No. I-5

Contact – Mike Chandler, Golf Course General Manager, 547-2606
mchandler@ci.copperas-cove.tx.us

SUBJECT: Consideration and action to authorize the City Manager to enter into a lease purchase agreement for Golf Course equipment.

1. BACKGROUND/HISTORY

During the 2007/2008 budget process the need was identified to update several pieces of equipment at the Golf Course for the City of Copperas Cove.

2. FINDINGS/CURRENT ACTIVITY

Currently the Golf Course Department has received three Buy Board Quotes from three vendors for each Item. The Company with the lowest quote for the Mowing Equipment and Irrigation controllers is Austin Turf and Tractor, the lowest quote for the fertigation system is UAP Professional Products, and the lowest bid for the regular cab truck is Philpot Ford.

3. FINANCIAL IMPACT

The Financial impact of the equipment is \$31,767.96 annually, through the capital lease with Chase Equipment leasing.

4 ACTION OPTIONS/RECOMMENDATION

City Staff recommends City Council to authorize the City Manager to enter in to an agreement with Austin Turf and tractor in the amount of \$84,942.10, UAP Professional Products for \$16,799 and Philpot Ford for \$16,723, for a total lease package of \$118,464.10.

ORDINANCE NO. 2008-22

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. 510, (FAMILY AND MEDICAL LEAVE ACT) AND REPLACING THE EXISTING POLICY WITH A REVISED PERSONNEL POLICY, NO. 510, (FAMILY AND MEDICAL LEAVE ACT) 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 April 1, 2008.

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. 510, (Family and Medical Leave Act) and replacing the existing policy with a revised personnel policy, No. 510 (Family and Medical Leave Act) 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 July 1, 2008.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF COPPERAS COVE. TEXAS, this 1st day of July 2008, 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.

Robert L. Reeves, Mayor Pro Tem

ATTEST:

Jane Lees, City Secretary

APPROVED AS TO FORM:

James R. Thompson, City Attorney

FAMILY AND MEDICAL LEAVE ACT
Policy #510

July 2008

The City provides leave to eligible employees in accordance with the Family and Medical Leave Act (FMLA). Under the FMLA, eligible employees may take up to 12 weeks of unpaid leave each year for specified family and medical reasons.

FMLA Leave Runs Concurrently With Other Types of Leave - Employees who take FMLA leave because of serious health conditions or other reasons covered by the City's sick leave policy are required to use earned sick leave and then vacation time, comp time, and personal time during the twelve (12) week FMLA leave period. Employees who take FMLA leave for reasons other than for a serious health condition or for reasons other than those qualifying the employee to use sick leave are required to use earned vacation, comp time, and personal time during the twelve (12) week FMLA leave period. FMLA leave will also run concurrently with any time off from work covered by workers' compensation.

Employee Eligibility - To be eligible for FMLA leave, an employee must have worked for the City:

- for at least 12 months, and
- for at least 1,250 hours during the 12 months preceding the start of the leave.

To be eligible for FMLA leave, an employee must also be employed at a work site where 50 or more employees are employed by the employer within 75 miles of that work site.

Leave Entitlement - Eligible employees may take FMLA leave for one or more of the following reasons:

- for the birth or placement of a child for adoption or foster care;
- to care for a spouse, child, or parent with a serious health condition; or
- when the employee is unable to perform the functions of his or her position because of his or her own serious health condition.

The City uses a rolling 12-month period measured backward from the date of any FMLA leave to determine an employee's eligibility for FMLA leave.

Serious Health Condition - For purposes of this policy, a "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:

- inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (i.e., the inability to work, attend school or perform other regular daily activities), or any subsequent treatment in connection with such inpatient care;

FAMILY AND MEDICAL LEAVE ACT
Policy #510

July 2008

- continuing treatment by a health care provider which includes one or more of the following:
 - a period of incapacity of more than three consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also involves treatment: (i) two or more times by, or under the direct supervision of; under orders of; or on referral by, a health care provider, or (ii) by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider;
 - any period of incapacity due to pregnancy, or for prenatal care;
 - any period of incapacity or treatment for such incapacity due to a chronic serious health condition which (i) requires periodic visits for treatment by, or under the direct supervision of a health care provider, or (ii) continues over an extended period of time (including recurring episodes of a single underlying condition); and (iii) may cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.);
 - a period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective (e.g., Alzheimer's, a severe stroke, or the terminal stages of a disease);
 - any period of absence to receive multiple treatments (including any period of recovery there from) by, or under the supervision of; under orders of; or on referral by, a health care provider either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.

Unless complications arise, the common cold, the flu, earaches, upset stomach, minor ulcers, headaches (other than migraines), routine dental or orthodontia problems, and periodontal disease are not serious health conditions. In addition, routine physicals, eye examinations, and dental examinations are not considered treatment.

Employees' Notice Requirements - In order for the City to accommodate an employee's workload during his or her absence, employees seeking to take FMLA leave must provide

FAMILY AND MEDICAL LEAVE ACT
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July 2008

their Department Director or the Human Resources Department with at least 30 days advance notice when the leave is foreseeable. If the leave is not foreseeable, employees are expected to provide their Department Director or the Human Resources Department with as much advance notice as possible. In the event of medical leave for planned medical treatment for the employee or for the employee's spouse, child or parent, the employee is required to make a reasonable effort to schedule the treatment so as not to disrupt unduly the City's operations.

All supervisors must immediately notify their Department Director and the Human Resources Department if they have reason to believe an employee's absence is due to an FMLA covered reason.

Medical Certification and Other Required Documentation - Employees must provide the City with a medical certification supporting the need for FMLA leave due to a serious health condition affecting the employee or the employee's spouse, child or parent. The certification must set forth the beginning and expected ending dates of the leave. In the case of intermittent leave, the certification must also provide the dates and duration of the treatments necessitating the intermittent leave.

Employees must also provide periodic reports during FMLA leave as to their status and intent to return to work, and may be required to submit a "fitness-for-duty" certification before the employee can return to work. In some cases the City may require a second or third medical opinion (at the City's expense) and periodic recertification of the serious health condition, and when the leave is a result of the employee's own serious health condition, a fitness for duty report to return to work. If an employee fails to provide any required certification within 15 days, the City may deny leave until the certification is provided. If an employee elects to take FMLA leave in order to care for a family member, the employee may be required to provide reasonable documentation confirming a family relationship.

Intermittent Leave - Eligible employees may take FMLA leave on an intermittent or reduced schedule basis only if "medically necessary," or otherwise approved by the Department Director. When intermittent leave is needed the employee must try to schedule the leave so as not to unduly disrupt their Department's operation. In such cases, the City may temporarily transfer the employee to an available alternative position (with equivalent pay and benefits) in order to better accommodate repeated periods of absence.

Benefits During FMLA Leave - During any period of FMLA leave, the City will continue to pay its portion, if any, of any group health insurance coverage for the employee on the same terms as if the employee had continued to work. Where applicable, the employee must timely pay his or her share of health insurance premiums while on FMLA leave. The City may recover premiums it paid to maintain health coverage for an employee who fails to return to work from FMLA leave, unless the employee is unable to return due to a serious health condition or something else beyond the employee's control. Medical certification is required under such circumstances.

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The employee's use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of the employee's leave, and seniority will not be affected. However, benefit accruals, such as vacation and sick leave, will be suspended during any unpaid leave.

Job Restoration After FMLA Leave - Upon return from FMLA leave, an employee will be restored to his or her original job or to an equivalent job with equivalent pay, benefits, and other terms and conditions. Under certain circumstances, however, the City is not required to reinstate "key" employees. Certain highly compensated key employees may be denied reinstatement when necessary to prevent "substantial and grievous economic injury" to the City's operations. A "key" employee is a salaried eligible employee who is among the highest paid 10 percent of employees within 75 miles of the worksite. Employees will be notified of their status as a key employee, when applicable, after they request FMLA leave.

Leave Due To Birth/Adoption - FMLA leave for birth or placement for adoption or foster care must conclude within 12 months of the birth or placement. In addition, if an employee and the employee's spouse are both employed by the City, both are jointly entitled to a combined total of 12 work weeks of family leave for the birth or placement of a child for adoption or foster care, or to care for a parent (but not a parent-in-law) who has a serious health condition.

FLSA Considerations - Salaried executive, administrative, and professional employees of the City who meet the Fair Labor Standards Act (FLSA) criteria for exemption from minimum wage and overtime do not lose their FLSA-exempt status by using any unpaid FMLA leave. This special exception to the "salary basis" requirements for the FLSA's exemptions extends only to eligible employees' use of leave required by the FMLA.

Other Provisions - The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law, which provides greater family or medical leave rights.

TMRS – Employee contributions to TMRS may be made on a voluntary basis through a special arrangement with the City while an employee is in a leave without pay status. It is the employee's responsibility to initiate such arrangement by contacting the City's Human Resources Department and completing the necessary paperwork.

Outside Employment – Employees will not be authorized to work any prior approved outside employment while on FMLA, unless expressly authorized in writing in advance by the Department Director and the City Manager.

This policy is intended to explain benefits available to eligible employees under the FMLA. It is not intended to create any rights to leave beyond those created by the FMLA. If you would like additional information on the FMLA, please contact the Human

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Resources Department. When an employee gives notice of the need for FMLA leave, the employee will be given additional information as to his or her rights and responsibilities under the FMLA. In addition, employees may contact the nearest office of the U.S. Department of Labor's Wage & Hour Division for more information.

CITY OF COPPERAS COVE
MILITARY FAMILY LEAVE
AMENDMENT TO CITY'S FMLA POLICY

On January 28, 2008, President Bush signed into law legislation amending the federal Family and Medical Leave Act (FMLA). Under the new FMLA amendments, eligible employees may now take FMLA leave related to a covered family member's service in the Armed Forces, as set out below. This amendment to the City's FMLA policy enhances and supplements that policy and provides general notice of employee rights to the new military FMLA leave. Except as noted below, an employee's rights and obligations to military FMLA leave are governed by the City's existing FMLA policy.

The Department of Labor is in the process of drafting regulations in support of the new military FMLA leave. Until the new regulations are published, there will be many unanswered questions regarding this new leave. During this waiting period while things are still unclear, the City is committed to working with those employees who are eligible for and need military FMLA leave. We ask that these employees communicate with the Human Resources Department as early as possible and provide the City with as much information as possible so that the City can work quickly to answer your questions and authorize eligible leave under this new policy.

Employee Eligibility for Military FMLA. Employees must meet the length of service, hours, and other general requirements for FMLA eligibility. Military FMLA leave provides eligible employees unpaid leave for one or more of the following reasons:

Qualified Exigency Leave. A "qualifying exigency" arising out of the fact that a covered family member (e.g., the spouse, son, daughter or parent of the employee) is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation designated by the Secretary of Defense. It is anticipated that this type leave will be available to manage issues such as childcare, legal arrangements, financial planning, and to attend predeployment briefings and family support sessions that arise as a result of the deployment of an immediate family member. The provisions of this amendment to the FMLA are not effective until the Secretary of Labor issues regulations defining "qualifying exigency."

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Caregiver Leave. This leave is available for an eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember who is injured or becomes ill in the line of duty (while on active duty in the Armed Forces) to care for the covered servicemember. This leave is only available if the injury or illness renders the family servicemember medically unfit to perform duties of the member's office, grade, rank or rating. This new type of FMLA leave became effective January 28, 2008.

Length of Leave. The amount of FMLA leave time available under this policy depends upon the reason for the leave:

Qualifying Exigency Leave. When leave is taken for a qualifying exigency, an eligible employee may take up to 12 workweeks of leave during any 12-month period.

Caregiver Leave. When leave is taken to care for an injured or ill servicemember, an eligible employee may take up to 26 workweeks of leave during a single 12-month period to care for the covered servicemember. Leave to care for an injured or ill service member, when combined with other FMLA-qualifying leave, may not exceed 26 weeks in a single 12-month period.

Intermittent Leave. The military family leave provisions allow eligible employees to take FMLA leave to care for a covered servicemember intermittently or on a reduced leave schedule when medically necessary. Eligible employees are also permitted to take FMLA leave for a qualifying exigency intermittently or on a reduced leave schedule. The City may require an employee taking military FMLA leave to care for a covered servicemember who is undergoing planned treatment to temporarily transfer to an available alternative position with equivalent pay and benefits that better accommodate recurring periods of intermittent leave or leave on a reduced leave schedule.

Leave Runs Concurrently. The City requires that military FMLA leave run concurrently with other types of available paid leave, including paid sick leave.

Employee Notice. Under this policy, employees must provide advance notice when the need for leave is foreseeable based on planned medical treatment and for making reasonable efforts to schedule planned medical treatment so as not to disrupt unduly the City's operations. Further, eligible employees must provide the City with notice that is reasonable and practicable under the circumstances. Similarly, employees who wish to take leave due to a qualifying exigency must provide the City with notice that is reasonable and practicable under the circumstances.

Both Spouses Employed by the City. If both a husband and wife are employed by the City, they are limited to a combined total of 26 workweeks of leave during the relevant

FAMILY AND MEDICAL LEAVE ACT
Policy #510

July 2008

12-month period if the leave taken is to care for a covered servicemember or a combination of leave taken to care for a covered servicemember and a leave for the birth or placement of a healthy child or to care for a parent with a serious health condition. This provision does not alter the existing 12-week limitation that applies to leave taken by a husband and wife employed by the City for leave for the birth or placement of a healthy child or to care for a parent with a serious health condition.

Certification. The City will require appropriate certification in support of both caregiver and exigency leave.

Definitions.

Covered Servicemember. A “covered servicemember” is a member of the Armed Forces (including National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

Outpatient Status. Outpatient status for a covered servicemember is defined as a member of the Armed Forces assigned to (a) a medical treatment facility as an outpatient, or (b) a unit established to provide command and control of members of the Armed Forces receiving medical care as outpatients.

Next of Kin. “Next of kin” is the “nearest blood relative” of an individual.

Serious Injury or Illness. A “serious injury or illness” incurred by the member in the line of duty on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating.

Human Resource Forms applicable to this policy: #123, #124, and #125

FAMILY AND MEDICAL LEAVE ACT
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July 2008

Form #123 for Personnel Policy Family and Medical Leave Act (Policy #510)

Certification of Health Care Provider
(Family and Medical Leave Act of 1993)

1. Employee's Name:
2. Patient's Name:
(if different from employee)
3. The attached sheet describes what is meant by a "serious health condition" under the Family and Medical Leave Act. does the patient's condition¹ qualify under any of the categories described? If so, please check the applicable category.

(1)____ (2)____ (3)____ (4)____ (5)____ (6)____, or None of the above ____
4. Describe the medical facts which support your certification, including a brief statement as to how the medical facts meet the criteria of one of these categories:
5. (a) State the approximate date the condition commenced, and the probable duration of the condition (and also the probable duration of the patient's present incapacity² if different):

(b) Will it be necessary for the employee to take work only intermittently or to work on a less than full schedule as a result of the condition (including for treatment described in Item 6 below)? _____

If yes, give the probable duration:

(c) If the condition is a chronic condition (condition #4) or pregnancy, state whether the patient is presently incapacitated and the likely duration and frequency of episodes of incapacity:
6. (a) If additional treatments will be required for the condition, provide an estimate of the probable number of such treatments.

If the patient will be absent from work or other daily activities because of treatment on an intermittent or part-time basis, also provide an estimate of the probable number and interval between such treatments, actual or estimated dates of treatment if known, and period required for recovery if any:

(b) If any of these treatments will be provided by another provider of health services (e.g., physical therapist), please state the nature of the treatments.

(c) If a regimen of continuing treatment by the patient is required under your supervision, provide a general description of such regimen (e.g., prescription drugs, physical therapy requiring special equipment):

¹ Here and elsewhere on this form, the information sought relates only to the condition for which the employee is taking FMLA leave.

² "Incapacity," for purposes of FMLA, is defined to mean inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery there from.

FAMILY AND MEDICAL LEAVE ACT
Policy #510

July 2008

Form #123 for Personnel Policy Family and Medical Leave Act (Policy #510)

7. (a) If medical leave is required for the employee's absence from work because of the employee's own condition (including absences due to pregnancy or a chronic condition), is the employee unable to perform work of any kind? _____
- (b) If able to perform some work, is the employee unable to perform any one or more of the essential functions of the employee's job (the employee or the employer should supply you with information about the essential job functions)? _____ If yes, please list the essential functions the employee is unable to perform:
- (c) If neither a. nor b. applies, is it necessary for the employee to be absent from work for treatment?

8. (a) If leave is required for care for a family member of the employee with a serious health condition, does the patient require assistance for basic medical or personal needs or safety, or for transportation? _____
- (b) If no, would the employee's presence to provide psychological comfort be beneficial to the patient or assist in the patient's recovery? _____
- (c) If the patient will need care intermittently or on a part-time basis, please indicate the probable duration of this need:

(Signature of Health Care Provider)

(Type of Practice)

(Address)

(Telephone number)

To be completed by the employee needing family leave to care for a family member:

State the care you will provide and an estimate of the period during which care will be provided, including a schedule if leave is to be taken intermittently or if it will be necessary for you to work less than a full schedule:

(Employee signature)

(Date)

FAMILY AND MEDICAL LEAVE ACT
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July 2008

Form #123 for Personnel Policy Family and Medical Leave Act (Policy #510)

A "Serious Health Condition" means an illness, injury, impairment, or physical or mental condition that involves one of the following:

1. **Hospital Care**

Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or subsequent treatment in connection with or consequent to such inpatient care.

2. **Absence Plus Treatment**

(a) A period of incapacity of more than three consecutive calendar days (including any subsequent treatment or period of incapacity¹ relating to the same condition), that also involves:

(1) Treatment² two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or

(2) Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment³ under the supervision of the health care provider.

3. **Pregnancy**

Any period of incapacity due to pregnancy, or for prenatal care.

4. **Chronic Conditions Requiring Treatments**

A chronic condition which:

(1) Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;

(2) Continues over an extended period of time (including recurring episodes of a single underlying condition); and

¹ "Incapacity," for purposes of FMLA, is defined to mean inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery there from.

² Treatment includes examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations.

³ A regimen of continuing treatment includes, for example, a course of prescription medications (e.g., an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition. A regimen of treatment does not include the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed-rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider.

FAMILY AND MEDICAL LEAVE ACT
Policy #510

July 2008

(3) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).

5. **Permanent/Long-term Conditions Requiring Supervision**

A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

6. **Multiple Treatments (non-Chronic Conditions)**

Any period of absence to receive multiple treatments (including any period of recovery there from) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).

FAMILY AND MEDICAL LEAVE ACT
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July 2008

Form #124 for Personnel Policy Family and Medical Leave Act (Policy #510)

City of Copperas Cove
Request for Leave of Absence Form

I hereby request a leave of absence effective on _____ through _____ inclusive,
for the following reason: _____

Employee Name _____ Date _____

I understand that my leave of absence, if approved, is subject to the following conditions:

1. All leaves of absence must be supported by proper documentation prior to approval. Proper documentation for medical and/or FMLA leave includes a physician's statement as to the nature of the injury or illness, the expected length of the disability and the date of next treatment or estimated date of return.
2. The maximum time period a leave may be granted is up to a maximum of twelve (12) weeks.
3. Employees unable to return to work within the approved time period are required to produce sufficient evidence to support an extension prior to the expiration date of their current leave.
4. Employees who are out on medical and/or FMLA leave must maintain daily contact with their supervisor until they receive notice that their request for a leave of absence is approved.

Nature of Leave: _____ Military Duty Leave
 _____ FMLA Leave
 If FMLA, type of leave: _____
 _____ Other

Employee Signature: _____ Date: _____

Approved by: Supervisor _____ Date _____

Approved by: HR Department _____ Date _____

Approved by: City Manager _____ Date _____

FAMILY AND MEDICAL LEAVE ACT
Policy #510

July 2008

Family and Medical Leave Act of 1993

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons. Employees are eligible if they have worked for a covered employer for at least one year, and for 1,250 hours over the previous 12 months, and if there are at least 50 employees within 75 miles.

Reason for Taking Leave

Unpaid leave must be granted for any of the following reasons:

- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

At the employee's or employer's option, certain kinds of paid leave may be substituted for unpaid leave.

Advance Notice and Medical Certification

The employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met.

The employee ordinarily must provide 30 days advance notice when the leave is "foreseeable." An employer may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the employer's expense) and a fitness for duty report to return to work.

Job Benefits and Protection

For the duration of FMLA leave, the employer must maintain the employee's health coverage under any "group health plan." Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA;
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

The U.S. Department of Labor is authorized to investigate and resolve complaints of violations. An eligible employee may bring a civil action against an employer for violations.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

For Additional Information

Contact the nearest office of the Wage and Hour Division, listed in most telephone directories under U.S. Government, Department of Labor. U.S. Department of Labor, Employment Standards Administration, Wage and Hour Division, Washington, D.C. 20210, WH Publication 1420 , June 1993 .

FAMILY AND MEDICAL LEAVE ACT
Policy #510

July 2008

Form #125 for Personnel Policy Family and Medical Leave Act (Policy #510)

Employer Response to Employee Request for Family and Medical Leave
(Form WH-381)

**Employer Response to Employee
Request for Family or Medical Leave
Administration**
(Optional use form - see 29 CFR § 825.301(c))

**U.S. Department of Labor
Employment Standards
Wage and Hour Division**

(Family and Medical Leave Act of 1993)

(Date)

TO: _____
(Employee's name)

FROM: _____
(Name of appropriate employer representative)

SUBJECT: Request for Family/Medical Leave

On _____, you notified us of your need to take family/medical leave due to:
(date)

- the birth of your child, or the placement of a child with you for adoption or foster care; or
- a serious health condition that makes you unable to perform the essential functions of your job; or
- a serious health condition affecting your spouse, child, parent, for which you are needed to provide care.

You notified us that you need this leave beginning on _____ and that you expect leave to
continue until on or about _____.
(date) *(date)*

Except as explained below, you have a right under the FMLA for up to 12 weeks of unpaid leave in a 12-month period for the reasons listed above. Also, your health benefits must be maintained during any period of unpaid leave under the same conditions as if you continued to work, and you must be reinstated to the same or an equivalent job with the same pay, benefits, and terms and conditions of employment on your return from leave. If you do not return to work following FMLA leave for a reason other than: (1) the continuation, recurrence, or onset of a serious health condition which would entitle you to FMLA leave; or (2) other circumstances beyond your control, you may be required to reimburse us for our share of health insurance premiums paid on your behalf during your FMLA leave.

FAMILY AND MEDICAL LEAVE ACT
Policy #510

July 2008

Form #125 for Personnel Policy Family and Medical Leave Act (Policy #510)

This is to inform you that: *(check appropriate boxes, explain where indicated)*

1. You are eligible not eligible for leave under the FMLA.
2. The requested leave will will not be counted against your annual FMLA leave entitlement.
3. You will will not be required to furnish medical certification of a serious health condition. If required, you must furnish certification by _____ *(insert date)* (must be at least 15 days after you are notified of this requirement) or we may delay the commencement of your leave until the certification is submitted.
4. You may elect to substitute accrued paid leave for unpaid FMLA leave. We will will not require that you substitute accrued paid leave for unpaid FMLA leave. If paid leave will be used the following conditions will apply: *(Explain)*
5. (a) If you normally pay a portion of the premiums for your health insurance, these payments will continue during the period of FMLA leave. Arrangements for payment have been discussed with you and it is agreed that you will make premium payments as follows: *(Set forth dates, e.g., the 10th of each month, or pay periods, etc. that specifically cover the agreement with the employee.)*

(b) You have a minimum 30-day *(or indicate longer period, if applicable)* grace period in which to make premium payments. If payment is not made timely, your group health insurance may be canceled, provided we notify you in writing at least 15 days before the date that your health coverage will lapse, or, at our option, we may pay your share of the premiums during FMLA leave, and recover these payments from you upon your return to work. We will will not pay your share of health insurance premiums while you are on leave.

(c) We will will not do the same with other benefits (e.g., life insurance, disability insurance, etc.) while you are on FMLA leave. If we do pay your premiums for other benefits, when you return from leave you will will not be expected to reimburse us for the payments made on your behalf.
6. You will will not be required to present a fitness-for-duty certificate prior to being restored to employment. If such certification is required but not received, your return to work may be delayed until the certification is provided.
7. (a) You are are not a "key employee" as described in § 825.218 of the FMLA regulations. If you are a "key employee," restoration to employment may be denied following FMLA leave on the grounds that such restoration will cause substantial and grievous economic injury to us.

(b) We have have not determined that restoring you to employment at the conclusion of FMLA leave will cause substantial and grievous economic harm to us. *(Explain (a) and/or (b) below. See § 825.219 of the FMLA regulations.)*

FAMILY AND MEDICAL LEAVE ACT
Policy #510

July 2008

Form #125 for Personnel Policy Family and Medical Leave Act (Policy #510)

8. While on leave, you will will not be required to furnish us with periodic reports every ____ (indicate interval of periodic reports, as appropriate for the particular leave situation) of your status and intent to return to work (see § 825.309 of the FMLA regulations). If the circumstances of your leave change and you are able to return to work earlier than the date indicated on the reverse side of this form, you " will " will not be required to notify us at least two work days prior to the date you intend to report for work.
9. You will will not be required to furnish re-certification relating to a serious health condition. (Explain below, if necessary, including the interval between certifications as prescribed in § 825.308 of the FMLA regulations.)

City of Copperas Cove

City Council Agenda Item Report

July 1, 2008

Agenda Item No. I-6

Contact – Kelli Sames, Human Resources Director, 542-8922
ksames@ci.copperas-cove.tx.us

SUBJECT: Consideration and action on Ordinance No. 2008-22, amending Personnel Policy No. 510 – Family and Medical Leave Act.

1. BACKGROUND/HISTORY

The City of Copperas Cove currently has in effect Personnel Policy No. 510, Family and Medical Leave Act. This policy establishes the standards and guidelines for the City of Copperas Cove's compliance with Family and Medical Leave (FMLA). From time to time City Staff makes recommendations to change personnel policies. In cases where changes are required to personnel policies, City Council's approval is required. Policy 510, Family and Medical Leave Act, is attached for review.

2. FINDINGS/CURRENT ACTIVITY

On January 28, 2008, President Bush signed into law legislation amending the federal Family and Medical Leave Act (FMLA). Under the new FMLA amendments, eligible employees may now take FMLA leave related to a covered family member's service in the Armed Forces. This amendment to the City's FMLA policy enhances and supplements that policy and provides general notice of employee rights to the new military FMLA leave.

The Department of Labor is in the process of drafting regulations in support of the new military FMLA leave. Until the new regulations are published, there will be many unanswered questions regarding this new leave. During this waiting period while things are still unclear, the City is committed to working with those employees who are eligible for and need military FMLA leave. The City asks that these employees communicate with the Human Resources Department as early as possible and provide the City with as much information as possible so that the City can work quickly to answer their questions and authorize eligible leave under this new policy.

3. FINANCIAL IMPACT

None.

4. ACTION OPTIONS/RECOMMENDATION

Human Resources recommends approval of Ordinance No. 2008-22, amending Personnel Policy 510, Family and Medical Leave Act.

CITY OF COPPERAS COVE

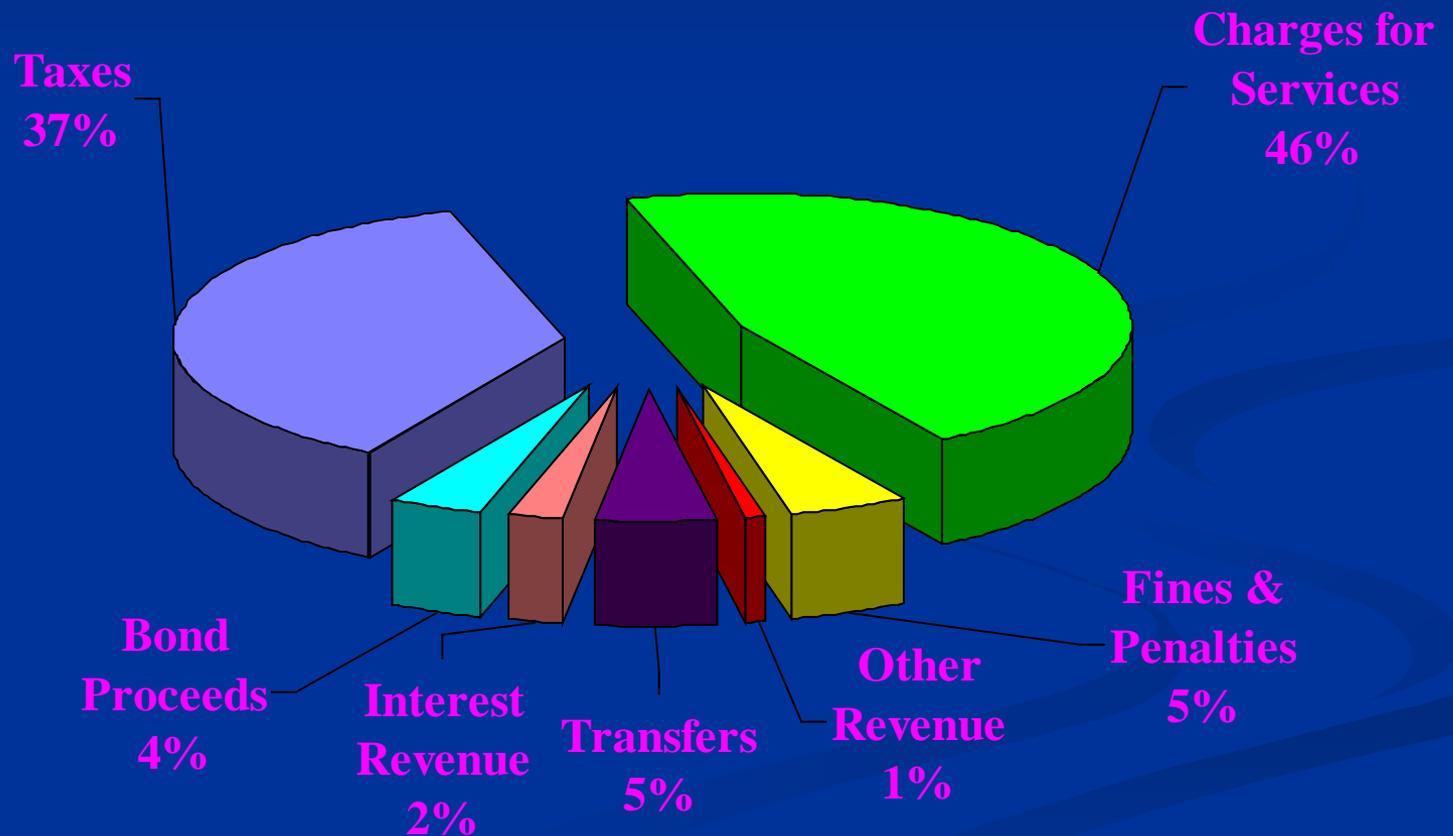


MUNICIPAL UPDATE

WANDA BUNTING
DIRECTOR OF FINANCIAL SERVICES
JULY 2008

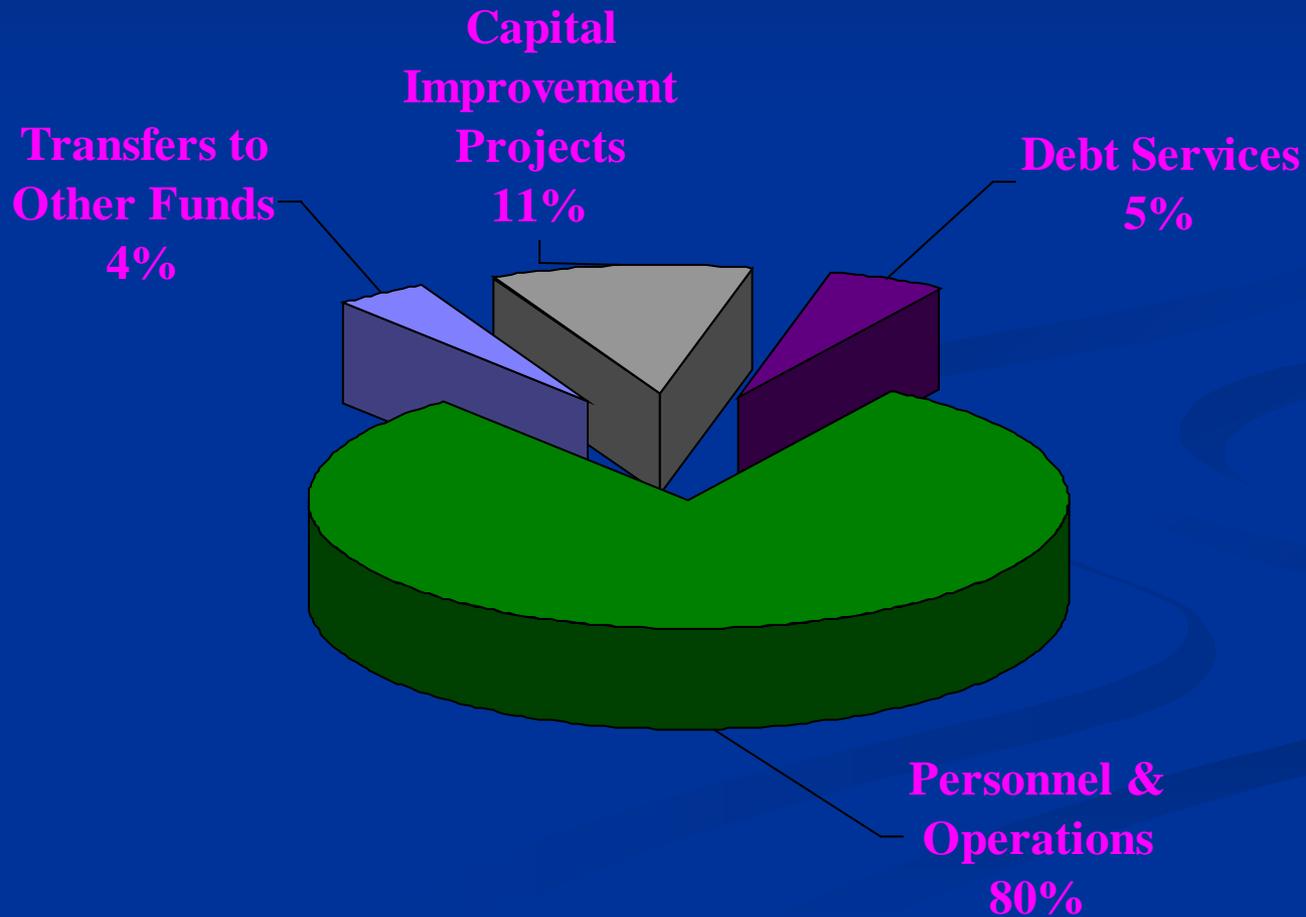
WHERE DOES THE MONEY COME FROM?

FY 2007-08 BUDGETED REVENUES – ALL FUNDS \$30 MILLION

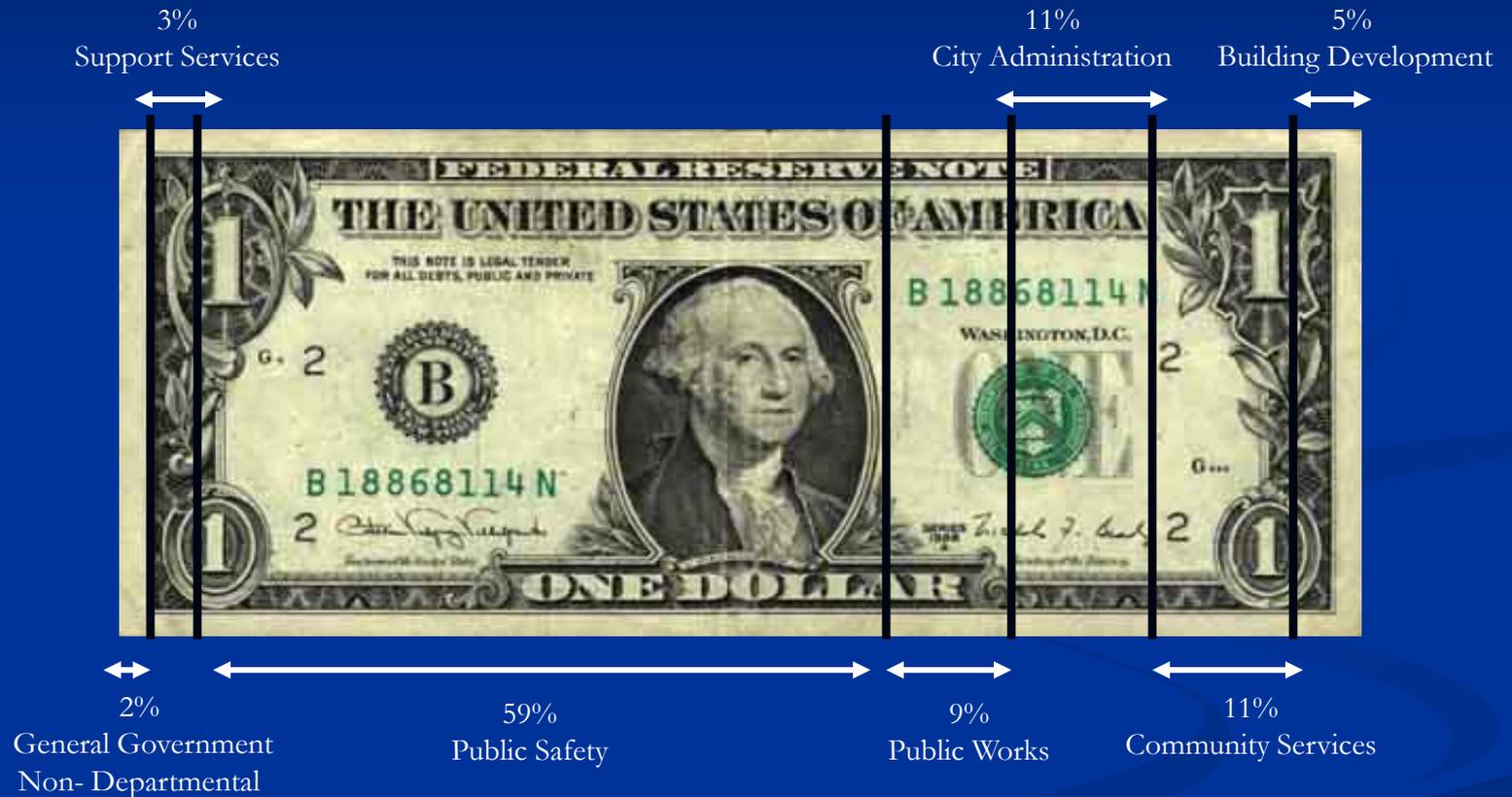


WHERE DOES THE MONEY GO?

FY 2007-08 BUDGETED EXPENDITURES – ALL FUNDS \$32 MILLION



WHAT DO YOU GET FOR YOUR CITY TAX DOLLAR?



WHAT DO YOU GET FOR YOUR CITY TAX DOLLAR?

Your city tax rate is \$0.74 cents per \$100 of property value.

A \$75,000 home generates \$555 in annual city taxes.

This comes to \$46 per month.



What can you purchase for \$46 a month?

OR

ONE OF THESE

- One month of cable service
- 11.5 gallons of gas
- Subscription to your local newspaper
- Two hard-backed books
- Dinner for two

ALL OF THESE

- 24 hour police and fire protection
- Paved and maintained streets and sidewalks
- Attractive and accessible parks
- Economic development of your community
- Well-planned, zoned community
- Community library system
- General Government Services

ONE CENT ON TAX RATE *



Net = \$102,471

* Current Year Calculations – FY 2007-08 assessment and 74.0 cent tax rate

EXAMPLES OF WHAT **ONE CENT**^{*} OF THE TAX RATE WILL FUND:

2 Police Officers
with equipment



4 Recreation Programs
&
1,000 Library books



Asphalt for Big Divide Road
& 100 Street Signs



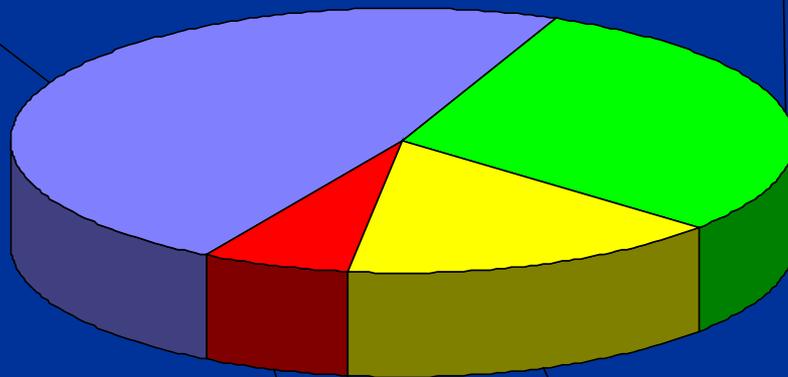
3 Fire Rescue
Officers



AVERAGE HOME MARKET VALUE \$75,000

School
48%

City
30%



College
6%

County
16%

Property Taxes – \$75,000 Average Home

School	\$885.75	48%
City	\$555.00	30%
County	\$299.30	16%
College	\$106.50	6%
	<hr/>	<hr/>
	\$1,846.55	100%

*Tax Year: 2007

GOALS AND PRIORTIES FOR BUDGET DEVELOPMENT

FY 2007-08

- 
- ➔ Ensure continued quality public safety.
 - ➔ Improve and expand City infrastructure.
 - ➔ Promote economic development activities.
 - ➔ Continued Support of the Combined Image Campaign.
 - ➔ Expand parks and recreation programs and construct a multi-purpose facility.
 - ➔ Retain and attract quality employees.
 - ➔ Enhance solid waste programs.
 - ➔ Support non-municipal community youth programs.
 - ➔ Maintain or reduce the property tax rate.
 - ➔ Improve land developer relations.

THE FY 2007-08 ADOPTED BUDGET INCLUDED FUNDING FOR PROGRAMS THAT DIRECTLY ADDRESS GOALS AND PRIORITIES, TO INCLUDE

- ★ Adequate funding for public safety with 59% of the tax dollars budgeted for public safety.
- ★ Completion of pedestrian sidewalk along FM 1113 and the completion of the right-of-way acquisition for the City's Reliever Route project will occur in FY 2007-08.
- ★ The Economic Development Corporation continues to receive 1/2 cent in sales tax revenue from the City.
- ★ Funding for the Combined Image Campaign is funded at \$8,000 in the current budget.
- ★ Efforts to construct a multipurpose recreational facility are ongoing.
- ★ Budget includes market pay adjustments to ensure all employees are paid at least 86% of market or better and 90% or better for beginning pay.
- ★ The focus of Solid Waste Fund is to replace existing collection equipment that has exceeded its collection limitations and is experiencing considerable maintenance issues.
- ★ Funding for Boys & Girls Club is provided by Hotel Occupancy Tax Fund.
- ★ The property tax rate was maintained at 74 cents per \$ 100 of taxable assessed value.
- ★ Regular meetings with the developers are conducted by the City.

ECONOMIC INDICATORS



The following data represents results from
October 1, 2007 through May 31, 2008

UNEMPLOYEMENT RATE CALENDAR YEAR 2008

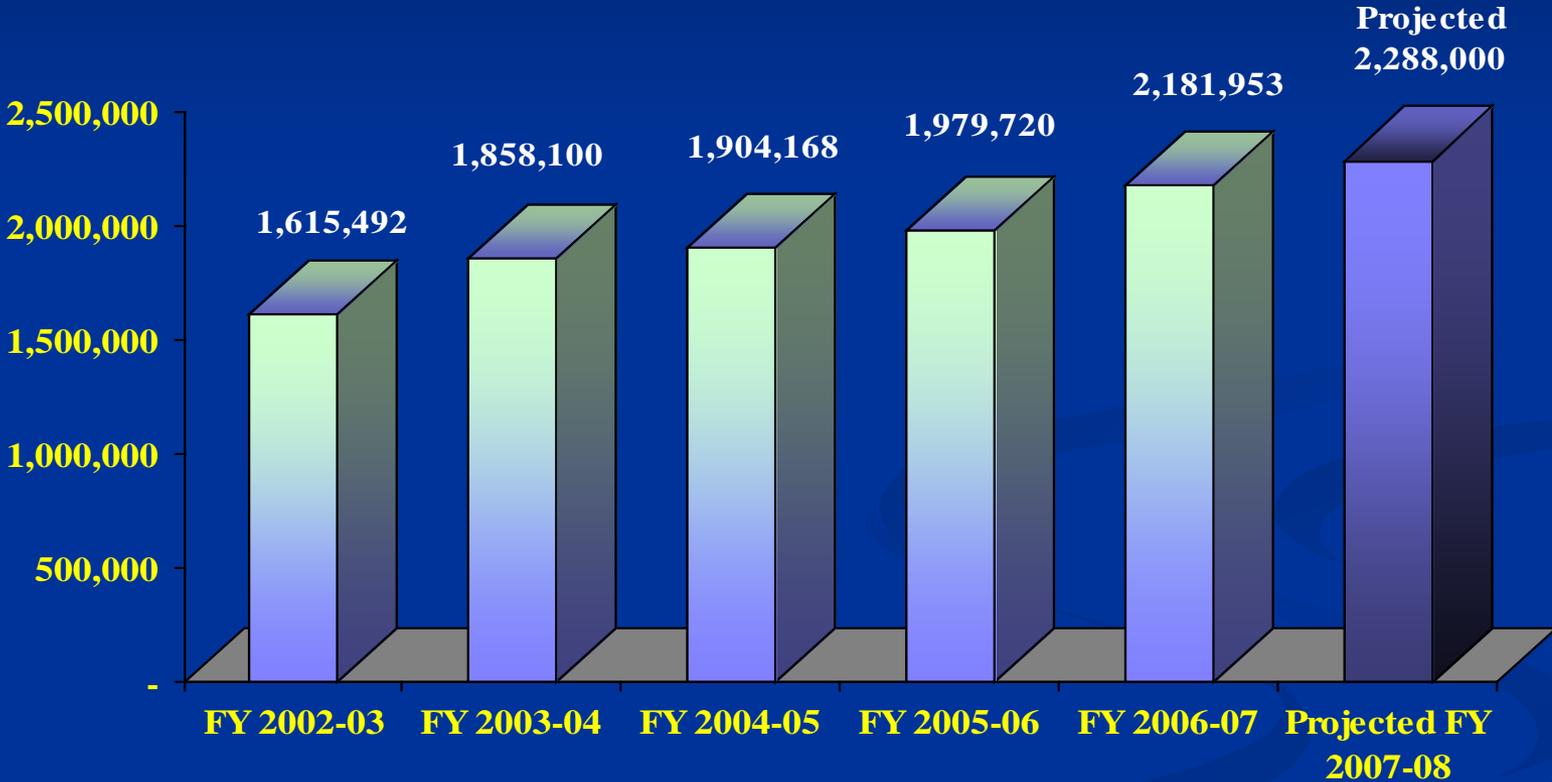
SOURCE: Texas Workforce Commission

Current Fiscal Year Unemployment Rate

Killeen-Temple-Fort Hood, TX Metropolitan Statistical Area



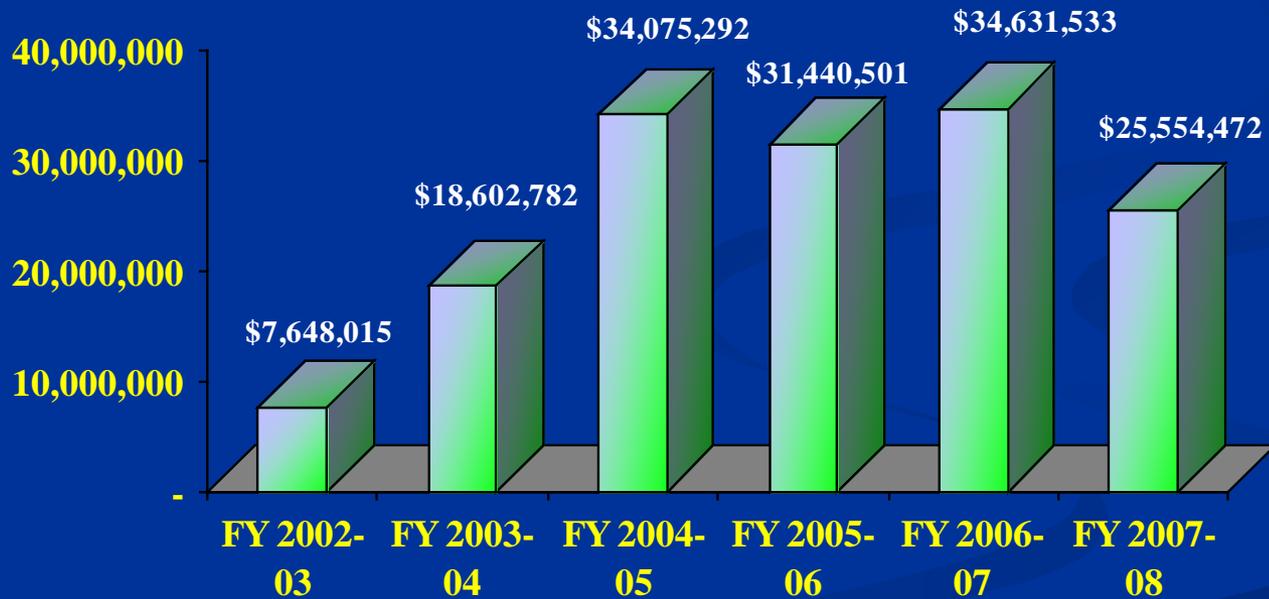
SALES TAX REVENUE



Average Annual Growth: 5.2%
FY2003 to FY2008 Sales Tax Revenue Increased 42%

CONSTRUCTION VALUE OF PERMITS

YTD through May 2008



YTD Construction Value of Permits Increased 234% from FY2003 to FY2008

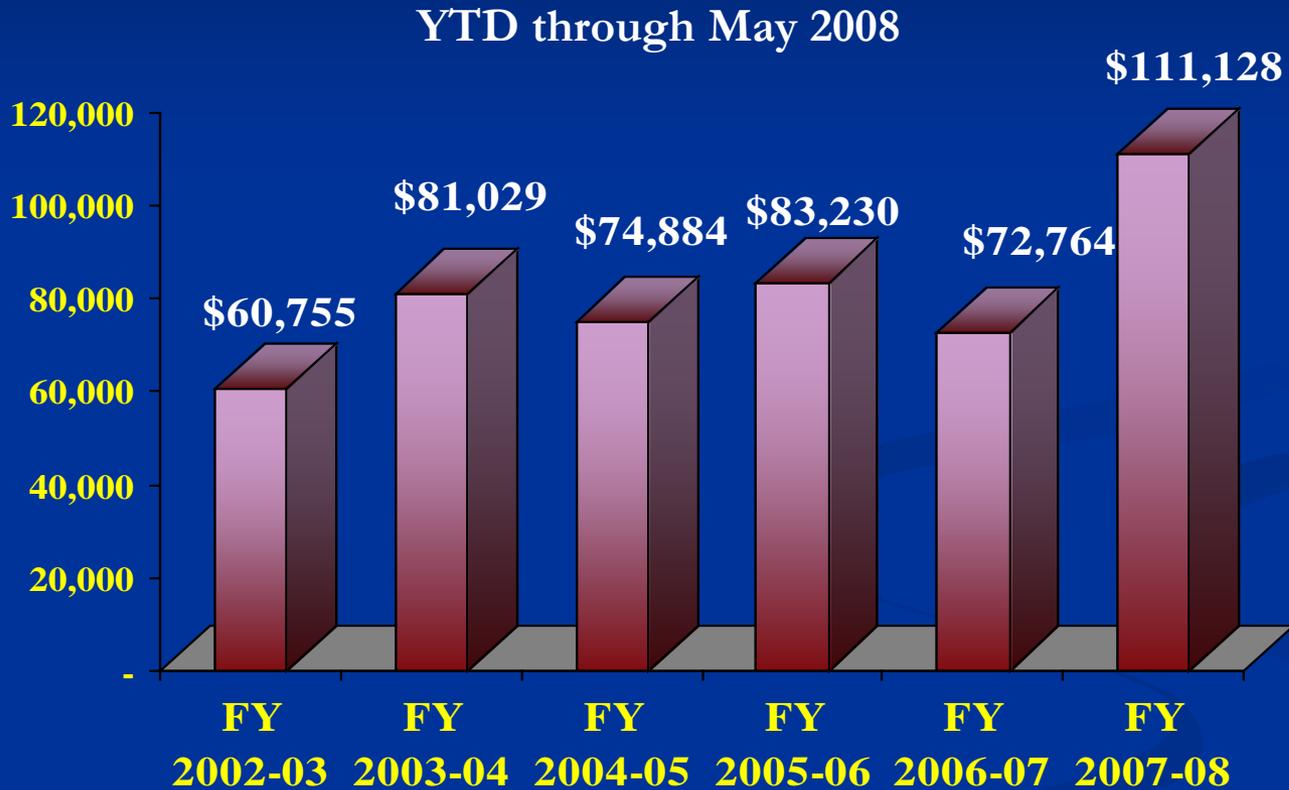
A Decrease of 26% from the Prior Year-to-Date Value

UTILITY CUSTOMERS





HOTEL OCCUPANCY TAX



Average Annual Growth: 13.5%

From FY2003 to FY2008 Hotel Occupancy Tax Increased 83%

*

QUESTIONS ?



City of Copperas Cove City Council Agenda Item Report

July 1, 2008

Agenda Item J-1

Contact – Wanda Bunting, Director of Financial Services, 547-4221
wbunting@ci.copperas-cove.tx.us

SUBJECT: Municipal Update – Fiscal Year 2007-08.

1. BACKGROUND/HISTORY

Attached is a Municipal Update relating to the current fiscal year 2007-08 budget. This report is submitted to City Council for review and to provide the background for where the City is today which will give a starting point when interpreting the proposed budget that will be provided to City Council on July 15, 2008.

2. FINDINGS/CURRENT ACTIVITY

None.

3. FINANCIAL IMPACT

None.

4. ACTION OPTIONS/RECOMMENDATION

None.



CAPITAL IMPROVEMENT PROJECTS UPDATE

Prepared By:

Dan Taylor, Public Improvements Inspector

Mountain Top Water Project

- This project is to replace/upgrade the current water lines to six inch water lines
- To install three pressure reducing / pressure sustaining valves to maintain constant pressure throughout the pressure plane
- Estimated project cost: \$505,680

Installing water line under existing gas and sewer lines



Installing a fire hydrant at Highway and 27th Street



New water taps on the new 6" water line



Tapping the existing 6" water line for Victoria Circle



Installing the pressure reducing/pressure sustaining valve on Hillside Drive



East Pump Station

- Build a 500,000 gallon water tank (completed)
- Install a pumping station on site
- Projected cost \$1.4 Million dollars

The 500,000 gallon concrete water tank is completed



Compacting the base material in preparation for the pump station foundation



Turkey Run Pump Station

- Project goes out for bids on July 8, 2008
- Bids will be opened on July 29, 2008
- Complete electrical upgrade of facility, add a new pump pad for 3 pumps
- Complete service and repair of existing pumps and add 1 new pump
- 30" water line from station to Wolfe Road to start north water loop
- Estimated project cost: \$1.35 Million

Current Turkey Run Facility by Golf Course



Current Pump Pad at Turkey Run Facility



Golf Course Effluent Project

- Project nearing completion with the basin and pumps installed and tested
- Still to be installed are new sprinkler heads and signage designating non-potable water
- Project projected cost: \$20,000 for design and \$290,000 for the project

Pump station installed for Golf Course Effluent Project



The Effluent Water Basin for the Golf Course



Hughes Mountain Tank Rehabilitation

- Perform all repairs and maintenance as needed
- Repaint inside and outside of water tank and tower to include City name
- Estimated start date of November 1, 2008
- Estimated cost: \$200,000

Facility entrance to tower base and pump station



Water tank to be repaired and repainted



Pump station for maintenance and
repair as needed
Arrow denotes pump house



Summers Road Reconstruction

- Reconstruct Summers Road from FM 1113 to Lutheran Church Road
- Widening of roadway from 18' to 40'
- 3 lanes each 12' wide
- Curb and gutter entire length
- Estimated cost: \$1,448,894

Summers Road east of Janelle Drive



Low water crossing at Sunflower Trail which goes into Summer Place Subdivision



Low water crossing between Matt Drive and Ashley Drive



Police Facility

- Construction to start in fall of 2008
- To be located on property located on East Avenue E
- Estimated Cost \$9.7 Million

Location purchased for the construction of the new Police Facility-view toward the southwest



Location purchased for the construction of the new Police Facility-view toward the south



Utility Relocation-Reliever Route

- Project to relocate sewer/water lines out of TxDOT right-of-way
- Currently design for relocation on hold waiting for more information from TxDOT
- No pictures available until design complete
- Estimated cost: \$2.0 Million

Future Capital Improvements Projects

- Northeast Bypass
- Southeast Bypass
- Recreation Center
- Lutheran Church Road
- CDBG-4th Year Sewer Improvements
- Water line upgrade-9th, 11th, 13th, 15th Streets
- Eastside water/sewer, drainage, streets for Retail Center

Future Capital Improvement Projects (Continued)

- Long Mountain tank rehabilitation
- Mesa Verde II and III water project-1/2 City and 1/2 Developer
- Valley at Great Hills water project
- Fire Station #2 relocation
- Taylor Mountain Rehabilitation-
Engineering cost \$10,000 and
rehabilitation cost estimated at \$115,000

Future Capital Improvement Projects (Continued)

- Northwest Water Loop
- Water Model Improvements Phase I
 - Mickan Mountain Tank
 - Seven Mile Tank

City of Copperas Cove City Council Agenda Item Report

July 1, 2008

Agenda Item No. J-2

Contact – Andrea Gardner, City Manager, 547-4221
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SUBJECT: Capital Improvement Update.

1. BACKGROUND/HISTORY

Attached is the Capital Improvement Update. This report is submitted to the City Council for review. The report provides a summary analysis of the City's Capital Improvement Projects.

2. FINDINGS/CURRENT ACTIVITY

None.

3. FINANCIAL IMPACT

None.

4. ACTION OPTIONS/RECOMMENDATION

None.