



**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 **2nd day of October 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**

Proclamations. ***Robert L. Reeves, Mayor Pro Tem***

1. Chamber of Commerce and Visitors Bureau Week – October 20-24, 2008.
2. Domestic Violence Awareness Month – October 2008.
3. Fire Prevention Month – October 2008.
4. Crime Prevention Month – October 2008.
5. National Night Out – October 7, 2008.

- 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 September 16, 2008 regular council meeting. **Jane Lees, City Secretary**
2. Consideration and action on authorizing the Mayor Pro Tem to represent the City of Copperas Cove regarding written correspondence to Congressman John Carter for assistance with the waiver of Easement No. DACA63-2-07-0541. **Andrea M. Gardner, City Manager**
3. Consideration and action on authorizing the Mayor Pro Tem to represent the City of Copperas Cove regarding written correspondence to Colonel William Hill III for assistance with the waiver of Easement No. DACA63-2-07-0541. **Andrea M. Gardner, City Manager**

H. PUBLIC HEARINGS/ACTION – None.

I. ACTION ITEMS

1. Consideration and action on Resolution 2008-34, authorizing the Mayor Pro Tem to execute an application for funding with the Office of Rural Community Affairs (ORCA) under the Community Development Block Grant (CDBG) 2009/2010 Funding Cycle for water system improvements and designating a local match commitment of \$50,000. **Andrea M. Gardner, City Manager**
2. Consideration and action on the appointment/reappointment of three individuals to the Library Advisory Board. **Terry Swenson, Assistant Library Director**
3. Consideration and action on appointment of a member to the Planning and Zoning Commission to fill an unexpired term. **Carl Ford, City Planner**
4. Consideration and action on approving Ordinance No. 2008-37, authorizing the issuance and sale of City of Copperas Cove, Texas, Limited Tax Notes, Series 2008-A, in the aggregate principal amount of \$2,190,000; awarding the sale of said notes; levying a tax in payment thereof; prescribing the form of said notes; and enacting other provisions relating to the subject. **Wanda Bunting, Director of Financial Services**

J. STAFF REPORTS

1. Developmental Projects Update. **Wesley Wright, City Engineer**
2. Capital Improvement Update. **Wesley Wright, City Engineer**

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 Manager.

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 _____, September 26, 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**

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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 **2nd day of October 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 of rates by Cove Taxi. ***Andrea M. Gardner,***
City Manager

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 _____, September 26, 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



PROCLAMATION

- WHEREAS,** the Copperas Cove Chamber of Commerce & Visitors Bureau has for 53 years successfully supported a strong business environment to grow employment, the retail trade and commerce in order to improve quality of life for the citizens of Copperas Cove; and
- WHEREAS,** as the front door to the city, the Copperas Cove Chamber of Commerce & Visitors Bureau provides continuous and helpful information to current and potential citizens on the rich heritage and opportunities of Copperas Cove as a great place to live and work; and
- WHEREAS,** the Copperas Cove Chamber of Commerce & Visitors Bureau promotes increasing tourism for Copperas Cove with its Bike Run Central Texas program and numerous other activities including Rabbitfest and the Ogletree Gap Heritage Festival; and
- WHEREAS,** the Copperas Cove Chamber of Commerce & Visitors Bureau and its Military Affairs Committee maintains close coordination with the key leaders of Fort Hood and provides strong support for Fort Hood and its soldiers and their families; and
- WHEREAS,** the Copperas Cove Chamber of Commerce leads the way in promoting a cooperative spirit and productive relationships with other city organizations and throughout Texas.

NOW THEREFORE, be it proclaimed that I, Robert L. Reeves, Mayor Pro Tem of the City of Copperas Cove, Texas, do hereby recognize the Copperas Cove Chamber of Commerce & Visitors Bureau and its many dedicated volunteers for its outstanding work on behalf and support of Copperas Cove and do proudly proclaim the week of October 20-24, 2008 as:

“CHAMBER OF COMMERCE AND VISITORS BUREAU WEEK”

in the City of Copperas Cove and encourage our citizens to congratulate the organization on its many accomplishments.

IN WITNESS WHEREOF, I have hereunto set and caused the Seal of the City of Copperas Cove to be affixed this 2nd day of October 2008.

Robert L. Reeves, Mayor Pro Tem

ATTEST:

Jane Lees, City Secretary



PROCLAMATION

WHEREAS, Home should be a place of unconditional love, tranquility, safety and security; and for most of us, home and family can indeed be counted among our greatest blessings. Tragically, for many Americans, these are blessings that are tarnished by violence and fear; and

WHEREAS, Domestic violence is more than the occasional family dispute. According to the Texas Department of Public Safety, an estimated 186,868 incidents of domestic violence occurred in Texas in 2006; and

WHEREAS, In Texas, 120 female homicide victims in 2006 were killed by their husbands or boyfriends; and

WHEREAS, Women are not the only targets; approximately 13% of all victims of domestic violence are men; and worse, children living in homes where domestic violence is present suffer often permanent emotional scars; and

WHEREAS, There are many organizations and individuals in our community who directly confront this crisis. Law enforcement, those involved with shelter and hotline services, health care providers, the clergy and other concerned citizens are helping in the effort to end domestic violence.

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

“DOMESTIC VIOLENCE AWARENESS MONTH”

in the City of Copperas Cove and urge all citizens to observe this month by becoming aware of the problem of domestic violence, supporting those who are working toward its end, and participating in community efforts.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Copperas Cove to be affixed this 2nd day of October 2008.

Robert L. Reeves, Mayor Pro Tem

ATTEST:

Jane Lees, City Secretary



PROCLAMATION

- WHEREAS,** In the United States each year over 3,600 Americans lose their lives due to fires and there is over \$10 billion taken from the economy because of fire damage; and
- WHEREAS,** The majority of fires can be prevented and needless loss of life can be avoided through pro-active fire safety educational programs; and
- WHEREAS,** The City Council of the City of Copperas Cove, through the Copperas Cove Fire Department, is committed to providing quality fire and emergency medical care services to citizens of all ages; and
- WHEREAS,** Each year the Copperas Cove Fire Department provides fire safety education programs to all public and private schools, civic clubs, and senior citizen groups that produce a greater awareness of the dangers from fires; and
- WHEREAS,** Because of the dedication and tireless efforts of the fire department in providing fire safety educational programs to the citizens of Copperas Cove, there has not been an accidental fire death in the City since June 1984.

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

“FIRE PREVENTION 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 Copperas Cove Fire Department’s employees.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Copperas Cove to be affixed this 2nd day of October 2008.

Robert L. Reeves, Mayor Pro Tem

ATTEST:

Jane Lees, City Secretary



PROCLAMATION

WHEREAS, the vitality of our City depends on how safe we keep our homes, neighborhoods, schools, workplaces, and communities because crime and fear of crime diminish the quality of life for all; and

WHEREAS, people of all ages must be made aware of what they can do to prevent themselves, their families, neighbors, and co-workers from being harmed by violence, drugs, and other crime; and

WHEREAS, crime prevention initiatives must include and go beyond self-protection and security to promote collaborative efforts to make neighborhoods safer for all ages and to develop positive educational and recreational opportunities for young people; and

WHEREAS, effective crime prevention programs excel because of partnerships among law enforcement, other government agencies, civic groups, schools, faith communities, businesses, and individuals as they help to nurture communal responsibility and instill pride.

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

“CRIME PREVENTION MONTH”

in Copperas Cove and urge all citizens, government agencies, public and private institutions, and businesses to invest in the power of prevention and work together for the common good.

Robert L. Reeves, Mayor Pro Tem

ATTEST:

Jane Lees, City Secretary



PROCLAMATION

WHEREAS, the citizens of Copperas Cove are dedicated to increasing crime and drug prevention awareness among the young and old alike and they desire to generate support for our local crime fighting efforts and strengthen and organize our neighborhoods; and

WHEREAS, on Saturday, October 4, 2008 from 6:00 p.m. to 9:00 p.m., Copperas Cove citizens are invited to the “Kick-Off Party” in the downtown area; and

WHEREAS, on Tuesday, October 7, 2008 from 7:00 p.m. to 10:00 p.m., Copperas Cove citizens are invited to join with thousands of communities nationwide for the “25th Annual Night Out” crime and drug prevention campaign when citizens are asked to turn on outside lights and spend the evening outside with neighbors and police participating in such activities as block parties, cookouts, contests and youth activities; and

WHEREAS, our citizens desire to send a “loud and clear” message to criminals letting them know that the City of Copperas Cove neighborhoods are organized and fighting back and desire to strengthen police-community relationships in an effort to make our community a safer place to live; and

NOW, THEREFORE, I, Robert L. Reeves, Mayor Pro Tem of the City of Copperas Cove, Texas do hereby proclaim Tuesday, October 7, 2008 shall be observed as:

“NATIONAL NIGHT OUT”

in the City of Copperas Cove, Texas, and I urge each and every citizen to join forces with the Copperas Cove Police Department in carrying the message of respect for the law, community involvement, and commitment for crime free neighborhoods to other citizens by example and through the exercising of responsible citizenship.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Copperas Cove to be affixed this 2nd day of October 2008.

Robert L. Reeves, Mayor Pro Tem

ATTEST:

Jane Lees, City Secretary

**CITY OF COPPERAS COVE
CITY COUNCIL REGULAR MEETING MINUTES
September 16, 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 Peterson gave the Invocation, and led the Pledge of Allegiance.

C. ROLL CALL

ALSO PRESENT

Robert L. Reeves
Larry D. Sheppard
Mark E. Peterson
Charlotte Heinze
Ray Don Clayton
Willie C. Goode
Frank Seffrood

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

D. ANNOUNCEMENTS

Council Member Peterson requested that agenda item M-1 Executive Session be moved to just prior to item H-1 Public Hearings. He said that several individuals who will take part in Executive Session are from out of town.

Council Member Peterson also made an announcement for all evacuees who are in the Copperas Cove area and are staying in private homes with friends or relatives. He said that if they have school-age children they can go to register with the Red Cross at the Copperas Cove Civic Center, located at 1206 West Avenue B. The Red Cross will assist families with getting children registered for school in the Copperas Cove Independent School District. If additional information is needed, the contact number for the school district is 547-1227.

E. PUBLIC RECOGNITION

1. Employee Service Awards. *Andrea M. Gardner, City Manager*

September 2008 Recipients: John McGuire, Firefighter/EMT, 5 years; Leonel (Lee) Guajardo, Part Time Golf Course, 5 years; Daniel Hawbecker, Water Distribution Superintendent, 30 years.

2. Proclamation: National Kids Day in Copperas Cove, Texas, September 20, 2008. *Robert L. Reeves, Mayor Pro Tem*

Mayor Pro Tem Reeves read the proclamation and presented a proclamation to both the Boys & Girls Club and YMCA representatives. Sandor Vegh announced that this coming Saturday, September 20, 2008, the Boys & Girls Club and YMCA, along with the City of Copperas Cove

will celebrate Kids Day at City Park. Activities begin at 10:00 a.m. and run through 2:00 p.m. A fun-filled day has been planned for the kids, including games, face-painting, music, and arts and crafts. At Noon hot dogs, potato chips and drinks will be served. Mr. Vegh encouraged everyone to come to the park and enjoy these activities with the children.

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.

None.

Council Member Peterson made a motion to move agenda item M-1 Executive Session to just prior to item H-1 Public Hearings. Council Member Seffrood seconded the motion, and with a unanimous vote, motion carried.

G. CONSENT ITEMS

1. Consideration and action on approval of minutes from the September 2, 2008 special council meeting. **Jane Lees, City Secretary**

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

3. Consideration and action on authorizing the City Manager to enter into an agreement with Hill Country Community Action Association, Inc. to occupy a designated area of the Human Resource Center for a period of two years with an option to renew one additional year. **Ken Wilson, Director of Community Services**

4. Consideration and action on Resolution No. 2008-35 adopting the investment policy of the City of Copperas Cove. **Wanda Bunting, Director of Financial Services**

Council Member Peterson requested that item G-5 be removed from the Consent Agenda.

Council Member Heinze made a motion to approve consent items G-1, G-2, G-3, and G-4. Council Member Clayton seconded the motion, and with a unanimous vote, motion carried.

5. Consideration and ratification on Ordinance No. 2008-30, adopting the amended Flood Damage Prevention Ordinance and providing an effective date. **Carl Ford, Director of Development Services**

Carl Ford, Director of Development Services, gave an overview of agenda item G-5.

Council Member Peterson made a motion to approved item G-5 as read and clarified by Mr. Ford. Council Member Goode seconded the motion, and with a unanimous vote, motion carried.

M. EXECUTIVE SESSION

1. Pursuant to §551.072 of the Open Meetings Act. Tex. Gov't Code, Council will meet in Executive Session to deliberate the purchase, exchange, lease, or value of real property.

The Council adjourned to Executive Session at 7:18 p.m.

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

The Council reconvened the open meeting at 7:32 p.m. Mayor Pro Tem Reeves stated that there was no action to be taken on the discussion during Executive Session.

H. PUBLIC HEARINGS/ACTION

1. Public Hearing and action on Ordinance No. 2008-31, 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.

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

I. ACTION ITEMS

1. Consideration and action on the appointment/reappointment of the lay representative to the Central Texas Library System (CTLS). **Ken Wilson, Director of Community Services**

Ken Wilson, Director of Community Services, gave an overview of agenda item I-1.

Council Member Clayton made a motion to reappoint Marion Palumbo to serve as lay representative to the Central Texas Library System (CTLS) for two year term to begin September 17, 2008 – August 31, 2010. Council Member Heinze seconded the motion, and with a unanimous vote, motion carried.

2. Consideration and action on Resolution No. 2008-33, nominating a candidate to fill a vacancy on the Lampasas County Appraisal District Board of Directors. **Wanda Bunting, Director of Financial Services**

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

Council Member Peterson made a motion to nominate Charlie Youngs. Council Member Goode seconded the motion, and with a unanimous vote, motion carried.

The Resolution caption is as follows:

RESOLUTION NO. 2008-33

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS,
NOMINATING A CANDIDATE TO FILL A VACANCY ON THE LAMPASAS COUNTY
APPRAISAL DISTRICT BOARD OF DIRECTORS.**

3. Consideration and action on Ordinance No. 2008-32, approving and adopting a budget for operating the municipal government of the City of Copperas Cove for fiscal year 2008-09. **Wanda Bunting, Director of Financial Services**

Wanda Bunting, Director of Financial Services, gave an overview of agenda item I-3.

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

The Ordinance caption is as follows:

ORDINANCE NO. 2008-32

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS,
APPROVING AND ADOPTING A BUDGET FOR OPERATING THE MUNICIPAL
GOVERNMENT OF THE CITY OF COPPERAS COVE FOR FISCAL YEAR 2008-09.**

4. Consideration and action on Ordinance No. 2008-33, adopting the tax rate for fiscal year 2008-09. **Wanda Bunting, Director of Financial Services**

Wanda Bunting, Director of Financial Services, gave an overview of agenda item I-4.

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

The Ordinance caption is as follows:

ORDINANCE NO. 2008-33

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS,
ADOPTING THE TAX RATE FOR FISCAL YEAR 2008-09.**

5. Consideration and action to ratify the vote approving and adopting a budget of the City of Copperas Cove for fiscal year 2008-09 and the vote to adopt the tax rate for fiscal year 2008-09. **Wanda Bunting, Director of Financial Services**

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

Council Member Peterson made a motion as follows: I move that property taxes be increased by the adoption of a tax rate of .74000. Council Member Heinze seconded the motion. A roll call vote was taken:

Larry D. Sheppard	For
Mark E. Peterson	For
Charlotte Heinze	For

Ray Don Clayton For
Willie C. Goode For
Frank Seffrood For

Motion carried unanimously.

6. Consideration and action on Ordinance No. 2008-36, amending Personnel Policy No. 120, Salary Program Administration. ***Kelli Sames, Human Resources Director***

Kelli Sames, Human Resources Director, gave an overview of agenda item I-6.

Council Member Heinze made a motion to approve agenda item I-6. Council Member Peterson seconded the motion, and with a unanimous vote, motion carried.

The Ordinance caption is as follows:

ORDINANCE NO. 2008-36

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, AMENDING PERSONNEL POLICY NO. 120, SALARY PROGRAM ADMINISTRATION.

7. Consideration and action on Ordinance No. 2008-34, amending the City's "Fee Schedule". ***Wanda Bunting, Director of Financial Services***

Wanda Bunting, Director of Financial Services, gave an overview of agenda item I-7.

Council Member Peterson made a motion to approve agenda item I-7. Council Member Heinze seconded the motion, and with a unanimous vote, motion carried.

The Ordinance caption is as follows:

ORDINANCE NO. 2008-34

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, AMENDING THE CITY'S "FEE SCHEDULE".

8. Consideration and action on Ordinance No. 2008-35, amending Section 11-25, 11-25.1, and 11-26, Article II, Chapter 11 Municipal Utilities and Services of the City of Copperas Cove Code of Ordinances. ***Wanda Bunting, Director of Financial Services***

Wanda Bunting, Director of Financial Services, gave an overview of agenda item I-8.

Council Member Seffrood made a motion to approve agenda item I-8. Council Member Peterson seconded the motion, and with a unanimous vote, motion carried.

The Ordinance caption is as follows:

ORDINANCE NO. 2008-35

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, AMENDING SECTION 11-25, 11-25.1, AND 11-26, ARTICLE II, CHAPTER 11 MUNICIPAL UTILITIES AND SERVICES OF THE CITY OF COPPERAS COVE CODE OF ORDINANCES.

9. Consideration and action on RFP 2008-12-75 for full time Legal Services. **Wanda Bunting, Director of Financial Services**

Wanda Bunting, Director of Financial Services, gave an overview of agenda item I-9. Two Requests for Proposals (RFP's) were received and opened at the Council Meeting. RFP submittals were made by Bickerstaff Heath Delgado Acosta LLP, 816 Congress Avenue, Suite 1700 Austin, Texas 78701-2443 and Denton, Navarro, Rocha & Bernal, P.C., 2517 N. Main Avenue, San Antonio, TX 78712. Tracey Molnes, Purchasing Officer, read the fee schedules submitted for both firms.

Council Member Peterson made a motion to table item I-9 to the end of the meeting and continue with the remaining agenda items. Council Member Heinze seconded the motion. A roll call vote was taken:

Larry D. Sheppard	Against
Mark E. Peterson	For
Charlotte Heinze	For
Ray Don Clayton	For
Willie C. Goode	For
Frank Seffrood	For

Motion carried five to one.

10. Consideration and action on authorizing the City Manager to enter into an agreement with Lott, Vernon & Company, P.C. for the 2007-08 fiscal year audit. **Wanda Bunting, Director of Financial Services**

Wanda Bunting, Director of Financial Services, gave an overview of agenda item I-10.

Council Member Peterson made a motion to approve agenda item I-10. Council Member Seffrood seconded the motion, and with a unanimous vote, motion carried.

11. Consideration and action on Resolution No. 2008-32, approving a change in the tariffs of Atmos Energy Corporation, Mid-Tex Division ("Atmos") as a result of a settlement between Atmos and the Atmos Texas Municipalities ("ATM"). **Andrea M. Gardner, City Manager**

Andrea M. Gardner, City Manager, gave an overview of agenda item I-11.

Council Member Heinze made a motion to approve agenda item I-11. Council Member Peterson seconded the motion, and with a unanimous vote, motion carried.

The Resolution caption is as follows:

RESOLUTION NO. 2008-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, APPROVING A CHANGE IN THE TARIFFS OF ATMOS ENERGY CORPORATION, MID-TEX DIVISION ("ATMOS") AS A RESULT OF A SETTLEMENT BETWEEN ATMOS AND THE ATMOS TEXAS MUNICIPALITIES ("ATM").

12. Consideration and action on the Mayor Pro Tem's Council Member recommendations and nominations to various ad hoc committees and outside agencies, committees, task forces, boards and commissions. **Jane Lees, City Secretary**

Mayor Pro Tem Reeves made nominations as follows:

Robert L. Reeves

Adopt-A-Fort Hood-Unit
K-TUTS Policy board
CTCOG Executive Committee (Alternate)

Mark E. Peterson

Adopt-A-Fort Hood-Unit
Sex Offender Ordinance Committee
Central Texas Deployment Task Force
CTCOG Executive Committee
Housing Authority

Ray Don Clayton

EDC (Council liaison)
Ordinance Review Committee

Frank Seffrood

Downtown Zoning Committee
Strategic Planning Committee
Transportation Committee

Larry D. Sheppard

Deer Committee
Downtown Zoning Committee

Charlotte Heinze

Hill Country Transit District Board
Deer Committee
Central Texas Deployment Task Force
Oil & Gas Committee
Transportation Committee

Willie C. Goode

Oil & Gas Committee
Housing Authority (Alternate)
Records Management Committee
Ministerial Alliance Representative

Council Member Heinze made a motion to approve agenda item I-12 as outlined by Mayor Pro Tem Reeves in the Agenda Packet. Council Member Goode seconded the motion, and with a unanimous vote, motion carried.

13. Consideration and action on rescheduling the date of the November 4, 2008 regular City Council meeting to another date. **Jane Lees, City Secretary**

Jane Lees, City Secretary, gave an overview of agenda item I-13.

Council Member Clayton made a motion to reschedule the date of the November 4, 2008 regular City Council meeting to November 3, 2008. Council Member Sheppard seconded the motion, and with a unanimous vote, motion carried.

14. Consideration and action on the appointment of an Election Judge and an Alternate Election Judge to serve for the November 4, 2008 Special Election. **Jane Lees, City Secretary**

Jane Lees, City Secretary, gave an overview of agenda item I-14.

Council Member Peterson made a motion to appoint Mary Howell as Election Judge and Rosie Moyna as Alternate Election Judge to serve at Lampasas Precinct 1 in the November 4, 2008 Special City Election. Council Member Clayton seconded the motion, and with a unanimous vote, motion carried.

15. Consideration and action to re-appoint one Copperas Cove Economic Development Corporation (CCEDC) Board Member. **Dan Yancey, Chairman, Board of Directors, Copperas Cove Economic Development Corporation**

Dan Yancey, Chairman, Board of Directors, Copperas Cove Economic Development Corporation gave an overview of agenda item I-15.

Council Member Sheppard made a motion to re-appoint Ray Don Clayton to the Copperas Cove Economic Development Corporation (CCEDC) Board. Council Member Heinze seconded the motion. A roll call vote was taken:

Larry D. Sheppard	For
Mark E. Peterson	For
Charlotte Heinze	For
Ray Don Clayton	Abstained
Willie C. Goode	Against
Frank Seffrood	For

Motion carried four to one, with one abstention.

The Council took item I-9 from the table, which was placed on the table earlier in the meeting. Mayor Pro Tem Reeves stated that the Council should hear each proposal, discuss them, and then make a decision. Council Member Clayton made a motion to postpone action on item I-9 until a workshop could be scheduled to allow the law firms to present their proposals to the Council. Council Member Goode seconded the motion, and with a unanimous vote, motion carried.

J. STAFF REPORTS

1. Emergency Management Performance Grant. **Robert O'Dell, Deputy Fire Chief**

Robert O'Dell, Deputy Fire Chief reported that on August 22, 2008 the City received notification from the Department of Emergency Management that we were awarded the grant for Emergency Management Performance. This grant is in the amount of up to \$30,000, which pays approximately 50 percent of the Emergency Management budget. The City has applied for this grant for several years. The application was re-submitted in December 2007 for reporting year October 1, 2007 through September 30, 2008. As of September 9, 2008, the city has posted the position of Emergency Management Coordinator.

K. REPORTS OF ADVISORY COMMITTEES AND BOARDS

1. Keep Copperas Cove Beautiful (KCCB). **Silvia Rhoads, Executive Director, KCCB**

Silvia Rhoads, Executive Director, KCCB presented the Council with an update of Keep Copperas Cove Beautiful's activities for the past year. Her report included the many accomplishments of the Commission, cleanup and beautification events, waterway cleanups, and participation by members at RabbitFest, Employee Health Fair and Safe Halloween. The Commission assists in teaching students environmental responsibility and awareness. KCCB conducts a Litter Index Survey each year, and began a Cigarette Litter Prevention Campaign. The Commission, with assistance from residents at the Windcrest Nursing Home, paint clay

pots to distribute around the City as cigarette litter receptacles. KCCB partners with the Solid Waste Department and holds classroom presentations, tours of the recycle center and recycling demonstrations, reaching approximately 1,000 kids during the past year. Ms. Rhoads said that KCCB is growing and becomes more involved each year. She invited the City Council and all City Management to participate in their upcoming events in order to create a positive impact on our community.

L. ITEMS FOR FUTURE AGENDAS

Council Member Heinze requested, with concurrence from the rest of the Council, that two special workshops be set up to hear the proposals from each law firm that submitted an RFP. The City Secretary was directed to get dates from the Council and set up the workshops.

O. ADJOURNMENT

There being no further business, Mayor Pro Tem Reeves adjourned the meeting at 8:37 p.m.

Robert L. Reeves, Mayor Pro Tem

ATTEST:

Jane Lees, City Secretary



City of Copperas Cove

"The City Built for Family Living"

October 2, 2008

Congressman John Carter
408 Cannon House Office Building
Washington, DC 20515

Congressman Carter:

The City of Copperas Cove received a letter from the Department of the Army dated February 19, 2008 requesting payment in the amount of \$440,250 for Easement No. DACA63-2-07-0541. The Easement granted covers the City's use of approximately 1.54 acres of land to be utilized for the construction, operation and maintenance of a water pump station, ground storage tank and associated appurtenances located at Fort Hood Military Reservation.

Over the past six months, City staff members and Fort Hood staff members prepared multiple documents requesting the Department of the Army waive the fee associated with the easement, as charging a fee for such instruments appeared to be a new policy of the Army. An unknown expense of this magnitude has the potential to create a financial hardship for the City of Copperas Cove. Additionally, City staff continued to work with multiple members of your staff for assistance with the matter and ultimately requested assistance from Snapper Carr at Hillco Partners.

The City was recently informed of the Army's decision to waive the fee for the easement. The City of Copperas Cove is appreciative of your efforts and those of your staff to ultimately encourage the Department of the Army to waive the financial requirements associated with the easement.

Sincerely,

Robert L. Reeves, Mayor Pro-Tem
City of Copperas Cove

Cc: Andrea M. Gardner, City Manager, City of Copperas Cove
Jane Lees, City Secretary, City of Copperas Cove
Copperas Cove City Council

City of Copperas Cove

City Council Agenda Item Report

October 2, 2008

Agenda Item No. G-2

Contact – Andrea M. Gardner, City Manager, 547-4221
agardner@ci.copperas-cove.tx.us

SUBJECT: Consideration and action on authorizing the Mayor Pro Tem to represent the City of Copperas Cove regarding written correspondence to Congressman John Carter for assistance with the waiver of Easement No. DACA63-2-07-0541.

1. BACKGROUND/HISTORY

In February 2008, the City received a letter from the Department of the Army requesting payment in the amount of \$440,250 for Easement No. DACA63-2-07-0541. The Easement granted by the Army covers the City's use of approximately 1.54 acres of land to be utilized for the construction, operation and maintenance of a water pump station, ground storage tank and associated appurtenances located at Fort Hood Military Reservation.

Since receiving the letter, City staff has worked diligently with Fort Hood staff members requesting the Department of the Army waive the fee associated with the easement.

2. FINDINGS/CURRENT ACTIVITY

In early September 2008, City staff was notified by Fort Hood the easement payment requirement was waived by the Department of the Army. Appreciation is extended to Fort Hood, City staff, Hillco Partners and Congressman John Carter for the joint efforts to obtain the waiver.

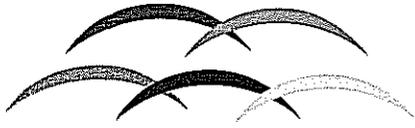
On September 2, 2008, the City Manager completed a Staff Report to the City Council regarding the waiver and expressed appreciation on behalf of the City to Fort Hood for its assistance in obtaining the waiver.

3. FINANCIAL IMPACT

None.

4. ACTION OPTIONS/RECOMMENDATION

City staff recommends that the City Council authorize the Mayor Pro Tem to represent the City of Copperas Cove's regarding written correspondence to Congressman John Carter.



City of Copperas Cove

"The City Built for Family Living"

October 2, 2008

Department of the Army
Colonel William V. Hill, III
US Army Installation Management Command
Headquarters, United States Army Garrison, Fort Hood
Building 1001 Room W321
Fort Hood, TX 76544-5000

Colonel Hill:

The City of Copperas Cove appreciates the professional assistance provided to City staff by Fort Hood. In particular, your efforts and the efforts of your staff were instrumental in the process to obtain a waiver from the Department of the Army for the fee associated with the easement.

The City is grateful for the professional relationship it shares with Fort Hood and we look forward to working with Fort Hood on future projects. The City of Copperas Cove supports the soldiers of our great nation and we thank you for your service to our country.

Sincerely,

Robert L. Reeves, Mayor Pro-Tem
City of Copperas Cove

Cc: Andrea M. Gardner, City Manager, City of Copperas Cove
Jane Lees, City Secretary, City of Copperas Cove
Copperas Cove City Council

City of Copperas Cove City Council Agenda Item Report

October 2, 2008

Agenda Item No. G-3

Contact – Andrea M. Gardner, City Manager, 547-4221
agardner@ci.copperas-cove.tx.us

SUBJECT: Consideration and action on authorizing the Mayor Pro Tem to represent the City of Copperas Cove regarding written correspondence to Colonel William Hill III for assistance with the waiver of Easement No. DACA63-2-07-0541.

1. BACKGROUND/HISTORY

In February 2008, the City received a letter from the Department of the Army requesting payment in the amount of \$440,250 for Easement No. DACA63-2-07-0541. The Easement granted by the Army covers the City's use of approximately 1.54 acres of land to be utilized for the construction, operation and maintenance of a water pump station, ground storage tank and associated appurtenances located at Fort Hood Military Reservation.

Since receiving the letter, City staff has worked diligently with Fort Hood staff members requesting the Department of the Army waive the fee associated with the easement.

2. FINDINGS/CURRENT ACTIVITY

In early September 2008, City staff was notified by Fort Hood the easement payment requirement was waived by the Department of the Army. Appreciation is extended to Fort Hood, City staff, Hillco Partners and Congressman John Carter for the joint efforts to obtain the waiver.

On September 2, 2008, the City Manager completed a Staff Report to the City Council regarding the waiver and expressed appreciation on behalf of the City to Fort Hood for its assistance in obtaining the waiver.

3. FINANCIAL IMPACT

None.

4. ACTION OPTIONS/RECOMMENDATION

City staff recommends that the City Council authorize the Mayor Pro Tem to represent the City of Copperas Cove's regarding written correspondence to Colonel William Hill III.

RESOLUTION NO. 2008-34

A RESOLUTION OF THE CITY COUNCIL OF COPPERAS COVE, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE OFFICE OF RURAL COMMUNITY AFFAIRS FOR THE COMMUNITY DEVELOPMENT FUND; AND AUTHORIZING THE CITY MANAGER TO ACT AS THE CITY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

WHEREAS, the City Council of Copperas Cove desires to develop a viable urban community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, certain conditions exist which represent a threat to the public health and safety; and

WHEREAS, it is necessary and in the best interests of the City of Copperas Cove to apply for funding under the Texas Community Development Block Grant Program.

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

1. That a Texas Community Development Block Grant Program application for the Community Development Fund is hereby authorized to be filed on behalf of the City with the Office of Rural Community Affairs.
2. That the City's application be placed in competition for funding under the Community Development Fund.
3. That the application be for \$ 250,000.00 of grant funds to provide water system improvements.
4. That the City Council directs and designates the City Manager as the City's Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and the City's participation in the Texas Community Development Block Grant Program.
5. That it further be stated that the City of Copperas Cove is designating future

funds in the amount of \$50,000.00 as a cash contribution toward the administration and engineering activities of this water system improvements project.

PASSED, APPROVED AND ADOPTED this 2nd day of October 2008, at a regular meeting of the City Council of the City of Copperas Cove, Texas, which meeting was held in compliance with the Open Meetings Act, *Tex. Gov't Code 551.001*, et.seq., at which meeting a quorum was present and voting.

Robert L. Reeves, Mayor Pro Tem

ATTEST:

Jane Lees, City Secretary

APPROVED AS TO FORM:

James R. Thompson, City Attorney

City of Copperas Cove

City Council Agenda Item Report

October 2, 2008

Agenda Item No. I-1

Contact – Andrea M. Gardner, City Manager, 547-4221
agardner@ci.copperas-cove.tx.us

SUBJECT: Consideration and action on Resolution 2008-34, authorizing the Mayor Pro Tem to execute an application for funding with the Office of Rural Community Affairs (ORCA) under the Community Development Block Grant (CDBG) 2009/2010 Funding Cycle for water system improvements and designating a local match commitment of \$50,000.

1. BACKGROUND/HISTORY

Every two years, the Office of Rural Community Affairs provides funding opportunities for small, rural cities with populations less than 50,000, and to counties that are not eligible for direct funding from HUD. The funding cycle deadline is anticipated to be October 17, 2008 with funding to be announced in early 2009. The grant maximum award for the region is \$250,000.

The rural-focused program serves approximately 1,017 eligible rural communities, 245 rural counties, and provides services to over 375,000 low- to moderate-income beneficiaries each year. Of the 1,017 cities eligible for CDBG funds, 740 have a population of less than 3,000 and 424 have a population of less than 1,000. The demographics and rural characteristics of Texas have shaped a program that focuses on providing basic human needs and sanitary infrastructure to small rural communities in outlying areas.

The CDBG program is governed by [Title I](#) of the Housing and Community Development Act of 1974 (the Act) and Federal regulations at [24 CFR 570, Subpart I](#). The introduction of the CDBG program in 1974 signaled a move away from individual categorized federal development assistance programs towards the block grant model, which gives communities broad latitude in using funds for a variety of development activities. The Omnibus Budget Reconciliation Act of 1981 authorized states to administer the CDBG programs.

ORCA administers its CDBG programs according to the following goals:

- Improve public facilities to meet basic human needs, principally for low- and moderate-income persons.
- Improve housing conditions, principally for persons of low- and moderate-income.
- Expand economic opportunities by creating or retaining jobs, principally for low- and moderate-income persons.

- Provide assistance and public facilities to eliminate conditions hazardous to the public health and of an emergency nature.

2. FINDINGS/CURRENT ACTIVITY

City staff has worked with the Project Engineer and Project Administrator to prepare all documentation in connection with an application to fund water distribution system pipeline replacements and improvements within a target area located at South 15th Street and Veterans Avenue. The proposed project will include improvements which are contained in the city's Capital Improvements Plan. A copy of the proposed resolution is attached for your review.

If funded, the City will contract with a Project Administrator, and Project Engineer to prepare necessary documents to implement the grant and to design the construction improvements. The construction will be let through a bid contract process as required by city ordinance and grant regulations.

3. FINANCIAL IMPACT

The City shall pledge a local cash match of \$ 50,000. These funds shall be used to pay for grant administration and professional engineering services in connection with the proposed project. The project is projected to begin no earlier than Summer 2009. The fees will be paid from future funds of the City.

4. ACTION OPTIONS/RECOMMENDATION

City staff recommends the Mayor Pro Tem be authorized to execute Resolution 2008-34, which authorizes the CDBG grant application to be filed and the local match to be pledged as necessary to secure funding under the 2009/2010 Community Development Block Grant (CDBG) Program.

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

Name CHRISTINE WARREN Date 8/14/08

Address 407 CAROTHERS ST, COPPERAS COVE

Home Phone (254) 547-2037 Office Phone N/A Mobile Phone (703) 554-7510

Fax N/A E-mail gcwarren@aol.com

Occupation RETIRED - TEXAS REAL ESTATE BROKER / PROPERTY MGMT

Volunteer/Community Service CHAMBER OF COMMERCE MILITARY AFFAIRS,

FRIENDS OF THE LIBRARY - LIFE MEMBER, ST VINCENT DE PAUL FOOD PANTRY HELPER,

Past DIRECTOR CHAMBER OF COMMERCE, Past COMMISSIONER C.C. PLANNING & ZONING

Professional Affiliations ALTRUSA INTL of COPPERAS COVE, AUSA

Areas of Interest ARTS, LITERACY, GARDENING

Education ASSOCIATE DEGREE

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

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

Name CHARLES F. WILSON

Address 901 PARK ST.

Home Phone 913-526-4155 / ^{CELL} Office Phone 254-526-1491

Fax — E-mail FIVEHILLSTENNIS@YAHOO

Occupation COLLEGE LANDSCAPE MAINTENANCE / ETC.

Volunteer/Community Service ART GUILD ORGANIZATIONS

Professional Affiliations N/A

Areas of Interest —

Education A.S. / MONTGOMERY COLLEGE - C.T.C. - UNIVERSITY OF
TOLSON PARK, MD. MARYLAND

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

Charles F. Wilson
901 Tank St.
Copperas Cove, TX. 76522
Cell # 913-526-4155

Resume and Stuff

2005-Present : Central Texas College- Killeen, TX.
Grounds & Maintenance Department
Position: *Grounds Maintenance*

2000-2005: Blue Valley Park Commission-Overland Park,KS.
Facilities Maintenance Department
Position: *Turf Maintenance*

1999-2000: Olathe School District- Olathe,KS.
Special Education Department
Position: *Job Coach- Special needs students*

1997-1999: The Villa - Kansas City,MO.
Catering and Events
Position: *Food prep and Bartender*

1990-1997: Northern Virginia Community College-
Dental Hygiene Department
Position: *Front Office assistant/Service Tech.*

Reston,VA.

Education: Susan Miller Dorsey High School- 19972
Los Angeles,CA.

Montgomery College-1985
Takoma Park,MD.
A.S. Degree - Dental Technology

University of Maryland,University College-1988
College Park,MD.
Business Undergraduate degree work.

Central Texas College - 2008
Killeen, TX.

Hobbies: Tennis, Photo art, and Landscaping design

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

Name Janice Glosson Date September 15, 2008

Address 1409 Pony Express Lane, Copperas Cove, TX 76522

Home Phone (254) 547-0877 Office Phone _____ Mobile Phone (254) 289-3927

Fax _____ E-mail cglosson@hotmail.com

Occupation Clinical Social Work - retired

Volunteer/Community Service United Services Organization, Copperas Cove Living in the New Normal, Fort Hood Officers Wives Club Welfare Committee 2003-2007, Fort Hood Military Family Member Scholarship Fund Board Member, 2003-to present, HOSTS program - at least 7 years, Site Based Decision Making Committee, Fairview Elementary and Holly Parsons Elementary.

Professional Affiliations National Association of Social Workers,

Texas Association of Clinical Social Work

Areas of Interest _____

Education Master of Social Work, Univ. of Kansas 1981, BA, Sociology, - Wake Forest University (Cum Laude) 1962 A.A. Mars Hill College, 1959

I would like to be considered for the following:

- | | |
|--|--|
| <input 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 checked="" 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)

Name Evelyn Colbath Date June 2nd 2008

Address 2601 Phyllis DR.

Home Phone 5470939 Office Phone _____ Mobile Phone 458 2657

Fax _____ E-mail READJohn33@gmail.com

Occupation Author

Volunteer/Community Service _____

Professional Affiliations Women of the World

Areas of Interest See resume

Education K-H.S & 2 yrs College

I would like to be considered for the following:

- | | |
|--|--|
| <input 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 checked="" 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

2601 Phyllis Dr.
Copperas Cove, Texas 76522
254-547-0939
readjohn33@gmail.com

Evelyn Colbath

Objective:

Volunteer for the Library Advisory Board

Experience:

Office Manager

1977 – 1983 American Foundation Life Insurance Houston, Texas

Completing insurance applications for all area agents

Liaison between area and corporate offices

Author

1995 – current Copperas Cove, Texas

Education:

K through High School Robert E. Lee High School San Antonio, Texas

San Antonio Community College (fine arts) 2 years no degree

Interests:

I am a published author and continue to write short stories and poetry. The type of poetry I write is based on two versions/themes – Epigram and Bio. I have written poetry for verbal abuse survivor and domestic violence support groups, Alzheimer's and animal rescue groups.

My short stories have been written for both adults and children (age group) 7 – 13

References: Available upon request

City of Copperas Cove

City Council Agenda Item Report

October 2, 2008

Agenda Item No. I-2

Contact – Terry Swenson, Assistant Library Director, 547-3826
tswenson@ci.copperas-cove.tx.us

SUBJECT: Consideration and action on the appointment/reappointment of three individuals to the Library Advisory Board.

1. BACKGROUND/HISTORY

Library Advisory Board members are appointed by the City Council for a three year term. The Board currently has three vacancies. One position has remained unfilled. Board members Cherri Shelnett and Robin Hopkins have resigned prior to the expiration of their terms.

2. FINDINGS/CURRENT ACTIVITY

Christine Warren, Charles F. Wilson, Janice Glosson and Evelyn Colbath have applied to serve on the Board. Copies of all applications are attached.

A notice was placed on Channel 10 advising the public that persons interested in serving on the Library Advisory Board could obtain applications at City Hall or at the Library.

3. FINANCIAL IMPACT

None.

4. ACTION OPTIONS/RECOMMENDATION

City staff recommends that the City Council appoint three of the applicants to serve as Library Advisory Board Members for the period October 3, 2008 – March 30, 2011.

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:

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

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

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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

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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

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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

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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

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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 JACK R WIDUP Date 9-17-08

Address 2418 CAVALRY CT, COPPERAS COVE, TX 76522

Home Phone 547 1728 Office Phone _____ Mobile Phone 554 1649

Fax _____ E-mail jwidup@hotmail.com

Occupation RETIRED

Volunteer/Community Service PREVIOUS MBR BOA, CORVELL COUNTY

APPRAISAL REVIEW Bd, 2008 CHAPTER REVIEW COMMITTEE

Professional Affiliations _____

Areas of Interest P & Z BOARDS - INTERESTED IN MY CITY!

Education BACHELOR BUSINESS + UPPER LEVEL CLASSES

I would like to be considered for the following:

Planning and Zoning Commission

Animal Control Advisory Committee

Board of Adjustment

Housing Authority

Library Advisory Board

Hospital Authority

Fact Finding and Advisory Committee

Economic Development Corporation

Election Judge/Election Clerk/Alternate

Keep Copperas Cove Beautiful Commission

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



RECEIVED
BY SB DATE 9-18-06

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 Cell Phone: 290 8791
Address: 1407 EAGLE TRL City: COPPERAS COVE State: TX Zip: 76522
Email address: SVEGH36@MSM.COM Are you under 18 years of age: Yes No Date of Birth: 091236
(Date of birth is needed for background screen to include criminal history search.)

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

SKILLS AND INTERESTS:

Education Background: 2 YEARS COLLEGE

Previous Work Experience (Please list current and previous employers and include phone numbers and reason for leaving): GOV. EMPLOYEE RETIRED

Hobbies, Interests, Skills: GOLF

Previous Volunteer Experience: PdZ 6 YEARS

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

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: N/A

TIME AVAILABLE:

Morning

Afternoon

Evening

Monday

Tuesday

Wednesday

Thursday

Friday

Saturday/Sunday

Do you prefer a regular commitment (i.e., 2 days/week for 4 hours) or short term projects (i.e. helping at specific functions or events)? ANY DAY OR TIME

Beginning Availability Date: 09/20/08 Ending Date: _____

How many hours per week do you want to volunteer? (Be specific) 1-20 HRS

Can you operate the listed equipment? (Check all that apply)

Copy machine Computer Typewriter Calculator Any not listed: _____

List all languages you speak other than English: GERMAN, HUNGARIAN

Are you wanting to volunteer to fulfill a requirement: Yes No If yes, who/what is the requirement for? _____

Why do you want to volunteer with the City of Copperas Cove? PdZ
PLAN FOR THE BEST INTEREST OF THE CITY

Have you ever volunteered or applied to volunteer with the City of Copperas Cove? YES

Any information which you think would be helpful for us to know in correctly placing or assigning you:
6 YEARS ON PdZ

Are you currently or have you ever been a party to any misdemeanor or felony criminal matter (other than minor traffic violations for which no arrest was made), in which you were charged, convicted, served probation, participated in deferred adjudication or other program to avoid a conviction, or made restitution or participated in pre-trial diversion or other program to avoid prosecution? Yes No

(Conviction will not necessarily disqualify applicant from volunteering)

If yes, please explain: _____

REFERENCES:

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

Name	Address	Phone #	Relationship
WILLIE POODE	1012 S 29 STR C.C.	371-7175	FRIEND
LEWIS EILAND	3227 PECAN C.C.	547-7585	FRIEND
DANNY GRALEY	902 HWY AVG C.C.	289-9554	FRIEND

EMERGENCY NOTIFICATION INFORMATION:

1. Name: BETTY VEGH 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.

_____	_____	_____
<i>Printed Name of Parent / Guardian</i>	<i>City, State, Zip</i>	<i>Telephone Number</i>
_____	_____	
<i>Signature of Parent / Guardian</i>	<i>Date</i>	

NOTE: Please carefully read the following statements. After you have read the statements, please sign and date in the space provided below.

I understand that in the course of my work experience I may come into contact with confidential records and information. I agree to maintain the confidentiality of those materials and guard the private nature of that information, and to disclose such information on a need-to-know basis only.

As a volunteer, I agree to do the following:

- Complete assignments to the best of my ability; observe all staff rules and policies; maintain confidentiality of information.

The City of Copperas Cove agrees to provide the following:

- Provide me with adequate work space and supplies; evaluate my performance on a regular basis, try to provide new assignments and challenges for me; suggest an alternative placement or terminate my volunteer assignment if determined to be in the City's best interest.

I certify that the information contained in this application or other material provided to the City and in any oral statements by me are true and correct and that I have not omitted any information. I understand that false or misleading information given in my application, resume or interview(s) may disqualify me from further consideration, or if selected to volunteer, may result in the termination of my volunteer service.

I authorize investigation of all statements contained herein and authorize the references listed above to give you any and all information concerning information they may have on me, personal or otherwise, and release all parties from all liability for any damage that may result from furnishing the same to you.

I further authorize the City of Copperas Cove to conduct a **Criminal Background** history check as part of this volunteer application. I also agree to provide the City with any other authorization or release it needs to complete the required background investigation and to determine my suitability as a volunteer.

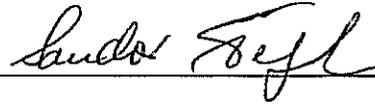
I UNDERSTAND AND AGREE THAT, IF PERMITTED TO VOLUNTEER:

My volunteer service is for no definite period and may be terminated by the City at any time for any reason without any prior notice.

Attached to this application are select City of Copperas Cove Personnel Policies and Procedures that I agree to read, follow and abide by.

The City of Copperas Cove prohibits its Volunteers from possessing, using, purchasing or selling alcohol or controlled substances on its property, in City-owned or leased vehicles, on work sites, or at any other time while in the course of volunteering for the City of Copperas Cove. No Volunteer may be at work while under the influence of alcohol or any controlled substance. I understand that violation of this policy, or any other policies mentioned above, as well as any specific department policy given to me orally or in writing, will result in the termination of my volunteer assignment.

Date: 9/18/08

Signed: 

City of Copperas Cove City Council Agenda Item Report

October 2, 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 a member to the Planning and Zoning Commission to fill an unexpired term.

1. BACKGROUND/HISTORY

The Planning and Zoning Commission is an advisory body to the City Council – primarily for zoning matters. The commission consists of seven members appointed to Positions One through Seven. The resignation of Phyllis Ruff from Position Four created a vacancy. On September 2, 2008, the Council appointed Annabelle Smith for that vacancy. After the appointment, Ms. Smith regrettably declined the appointment. The first Monday of the month meetings of the Planning & Zoning Committee conflicts with her serving on the Keep Copperas Cove Beautiful Committee which also meets on the first Monday.

2. FINDINGS/CURRENT ACTIVITY

The City Council is authorized to appoint an individual to fill the unexpired term of Position Four. Three citizens have submitted the appropriate documents to the City Secretary indicating a desire to serve on the Planning and Zoning Commission. (See attached documents.) The new term of service would now be from 10-02-08 to 06-30-10.

3. FINANCIAL IMPACT

None.

4. ACTION OPTIONS/RECOMMENDATION

City staff recommends appointment of an individual to fill the unexpired term of Position Four on the Planning and Zoning Commission.

ORDINANCE

AUTHORIZING THE ISSUANCE OF

\$2,190,000
CITY OF COPPERAS COVE, TEXAS
LIMITED TAX NOTES
SERIES 2008A

Adopted: October 2, 2008

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AN ORDINANCE OF THE CITY OF COPPERAS COVE, TEXAS, AUTHORIZING THE ISSUANCE AND SALE OF CITY OF COPPERAS COVE, TEXAS, LIMITED TAX NOTES, SERIES 2008A, IN THE AGGREGATE PRINCIPAL AMOUNT OF \$2,190,000; AWARDING THE SALE OF SAID NOTES; LEVYING A TAX IN PAYMENT THEREOF; PRESCRIBING THE FORM OF SAID NOTES; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, pursuant to Chapter 1431, Texas Government Code (the “Act”), the governing body of a municipality is authorized to issue the notes hereinafter authorized (the “Notes”) to pay contractual obligations incurred or to be incurred for the purposes set forth in Section 3.01 hereof; and

WHEREAS, this governing body (the “City Council”) of the City of Copperas Cove, Texas (the “City”), hereby finds and determines that it is necessary and in the best interest of the City and its citizens to issue such Notes for the purposes herein described and that such Notes shall be payable from and secured by ad valorem taxes levied, within the limits prescribed by law, on all taxable property within the City; and

WHEREAS, the Notes hereinafter authorized shall mature before the seventh anniversary of the date that the Attorney General of the State of Texas approves the Notes, as required by the Act; and

WHEREAS, it is affirmatively found that this City Council is authorized to proceed with the issuance and sale of such Notes as authorized by the Constitution and laws of the State of Texas, particularly the Act; and

WHEREAS, the City Council has found and determined that it is necessary and in the best interest of the City and its citizens that it authorize by this Ordinance the issuance and delivery of its Notes in a single series at this time; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Chapter 551, Texas Government Code, as amended; Now Therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COPPERAS COVE:

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01. Definitions. Unless otherwise expressly provided or unless the context clearly requires otherwise, in this Ordinance the following terms shall have the meanings specified below:

“Acquisition and Construction Fund” means the acquisition and construction fund established by Section 8.01(a).

“Closing Date” means the date of the initial delivery of and payment for the Notes.

“Code” means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions relating thereto.

“Designated Payment/Transfer Office” means (i) with respect to the initial Paying Agent/Registrar named herein, its office in Harker Heights, Texas, or at such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

“Event of Default” means any Event of Default as defined in Section 10.01.

“Initial Note” means the Note described in Section 3.04(d) and 6.02(d).

“Interest and Sinking Fund” means the interest and sinking fund established by Section 8.01(a).

“Interest Payment Date” means the date or dates upon which interest on the Notes is scheduled to be paid until the maturity of the Notes, such dates being February 15 and August 15 of each year commencing February 15, 2009.

“Note” means any of the Notes.

“Notes” means the City’s notes entitled “City of Copperas Cove, Texas, Limited Tax Notes, Series 2008A” authorized to be issued by Section 3.01.

“Ordinance” means this Ordinance.

“Original Issue Date” means the Closing Date.

“Owner” means the person who is the registered owner of a Note or Notes, as shown in the Register.

“Paying Agent/Registrar” means initially Extraco Banks, N.A., or any successor thereto as provided in this Ordinance.

“Paying Agent/Registrar Agreement” means the Paying Agent/Registrar Agreement between the City and the Paying Agent/Registrar relating to the Notes.

“Purchaser” means Extraco Banks, N.A.

“Record Date” means the last business day of the month next preceding an Interest Payment Date.

“Register” means the Register specified in Section 3.06(a).

“Special Payment Date” means the Special Payment Date prescribed by Section 3.03(b).

“Special Record Date” means the Special Record Date prescribed by Section 3.03(b).

“Unclaimed Payments” means money deposited with the Paying Agent/Registrar for the payment of the principal of or interest on Notes as the same become due and payable and remaining unclaimed by the Owners of such Notes for 90 days after the applicable payment or redemption date.

Section 1.02. Other Definitions. The terms “City Council” and “City” shall have the meaning assigned in the preamble to this Ordinance.

Section 1.03. Findings. The declarations, determinations and findings declared, made and found in the preamble to this Ordinance are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.04. Table of Contents, Titles and Headings. The table of contents, titles and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.05. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Article and section references shall mean references to articles and sections of this Ordinance unless designated otherwise.

(c) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Ordinance.

ARTICLE II

SECURITY FOR THE NOTES

Section 2.01. Tax Levy for Payment of the Notes.

(a) The City Council hereby declares and covenants that it will provide and levy a tax legally and fully sufficient for payment of the Notes, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding obligations of the City.

(b) In order to provide for the payment of the debt service requirements on the Notes, being (i) the interest on the Notes, and (ii) a sinking fund for their payment at maturity or a sinking fund of two percent per annum (whichever amount is the greater), there is hereby levied for the current year and each succeeding year thereafter, while the Notes or interest thereon remain outstanding and unpaid, an ad valorem tax on each one hundred dollars valuation of taxable property within the City at a rate sufficient, within the limit prescribed by law, to pay such debt service requirements, full allowance being made for delinquencies and costs of collection.

(c) The tax levied by this Section shall be assessed and collected each year and deposited into the Interest and Sinking Fund for the payment of the debt service requirements on the Notes, and the tax shall not be diverted to any other purpose.

(d) Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Interest and Sinking Fund are hereby pledged and committed irrevocably to the payment of the principal of and interest on the Notes when and as due and payable in accordance with their terms and this Ordinance.

(e) If the liens and provisions of this Ordinance shall be discharged in a manner permitted by Article XI, then the collection of such ad valorem tax may be suspended or appropriately reduced, as the facts may permit, and further deposits to the Interest and Sinking Fund may be suspended or appropriately reduced, as the facts may permit.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE NOTES

Section 3.01. Authorization. The City's notes to be designated "City of Copperas Cove, Texas, Limited Tax Notes, Series 2008A," are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, particularly Chapter 1431, Texas Government Code, as amended, in the aggregate principal amount of \$2,190,000 for the public purpose of providing funds to: (i) purchase materials, supplies, equipment and machinery for various City departments; (ii) construct fire station improvements; (iii) construct street improvements; (iv) construct improvements to solid waste, drainage, water and sewer facilities and infrastructure; (v) pay for professional services in connection with the foregoing projects; and (vi) pay the costs associated with the issuance of the Notes.

Section 3.02. Date, Denomination, Maturities, Numbers and Interest.

(a) The Notes shall be dated October 15, 2008, shall be in fully registered form, without coupons, in the denomination of \$5,000 or any integral multiple thereof, and shall be numbered separately from one upward or such other designation acceptable to the City and the Paying Agent/Registrar and the Initial Note shall be numbered No. 1.

(b) The Notes shall mature on August 15, 2015 and shall bear interest at the per annum rate of 3.61%.

(c) Interest shall accrue and be paid on each Note, respectively, until the payment of the principal amount thereof shall have been paid or provided for, from the later of the Original Issue Date or the most recent Interest Payment Date to which interest has been paid or provided for. Such interest shall be payable semiannually on each February 15 and August 15 of each year, commencing on February 15, 2009, until maturity or prior redemption. Interest on the Notes shall be calculated on the basis of a 360-day year composed of twelve 30-day months.

Section 3.03. Medium, Method and Place of Payment.

(a) The principal of and interest on the Notes shall be paid in lawful money of the United States of America as provided in this Section.

(b) Interest on the Notes shall be payable to the Owners whose names appear in the Register at the close of business on the Record Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be at least 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Note appearing on the books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice.

(c) Interest on the Notes shall be paid by check (dated as of the Interest Payment Date) and sent by the Paying Agent/Registrar to the person entitled to such payment, United States mail, first class postage prepaid, to the address of such person as it appears in the Register or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expenses of such other customary banking arrangements.

(d) The principal of each Note shall be paid to the person in whose name such Note is registered on the due date thereof (whether at the maturity date or the date of prior redemption thereof) upon presentation and surrender of such Note at the Designated Payment/Transfer Office.

(e) If a date for the payment of the principal of or interest on the Notes is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which such banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

(f) Subject to any applicable escheat, unclaimed property, or similar law, including Title 6 of the Texas Property Code, Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three years after the applicable payment or redemption date shall be paid to the City and thereafter neither the City, the Paying Agent/Registrar, nor any other person shall be

liable or responsible to any Owners of such Notes for any further payment of such unclaimed moneys or on account of any such Notes.

Section 3.04. Execution and Initial Registration.

(a) The Notes shall be executed on behalf of the City by the Mayor Pro Tem and City Secretary of the City, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Notes shall have the same effect as if each of the Notes had been signed manually and in person by each of said officers, and such facsimile seal on the Notes shall have the same effect as if the official seal of the City had been manually impressed upon each of the Notes.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Notes ceases to be such officer before the authentication of such Notes or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Note shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided in this Ordinance, duly authenticated by manual execution of the Paying Agent/Registrar. It shall not be required that the same authorized representative of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Notes. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Note delivered on the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided in this Ordinance, manually executed by the Comptroller of Public Accounts of the State of Texas or by his duly authorized agent, which certificate shall be evidence that the Initial Note has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the City, and has been registered by the Comptroller.

(d) On the Closing Date, one Note (the "Initial Note") representing the entire principal amount of the Notes, executed by manual or facsimile signature of the Mayor Pro Tem and City Secretary of the City, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to the Purchaser or its designee against payment therefor.

Section 3.05. Ownership.

(a) The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Note is registered as the absolute owner of such Note for the purpose of making and receiving payment of the principal thereof and premium, if any, thereon, for the further purpose of making and receiving payment of the interest thereon (subject to the provisions herein that interest is to be paid to the person in whose name the Note is registered on the Record Date), and for all other purposes, whether or not such Note is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the person deemed to be the Owner of any Note in accordance with this Section shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Note to the extent of the sums paid.

Section 3.06. Registration, Transfer and Exchange.

(a) So long as any Notes remain outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Notes in accordance with this Ordinance.

(b) The ownership of a Note may be transferred only upon the presentation and surrender of the Note at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Note shall be effective until entered in the Register.

(c) The Notes shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Note or Notes of the same maturity and interest rate and in any denomination or denominations of any integral multiple of \$5,000 and in an aggregate principal amount equal to the unpaid principal amount of the Notes presented for exchange. The Paying Agent/Registrar is hereby authorized to authenticate and deliver Notes exchanged for other Notes in accordance with this Section.

(d) Each exchange Note delivered by the Paying Agent/ Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Note or Notes in lieu of which such exchange Note is delivered.

(e) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for any different denomination of any of the Notes. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer or exchange of a Note.

(f) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Note called for redemption, in whole or in part, where such redemption is scheduled to occur within forty-five (45) calendar days after the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Note.

Section 3.07. Cancellation and Authentication. All Notes paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Notes in lieu of which exchange Notes or replacement Notes are authenticated and delivered in accordance with this Ordinance, shall be cancelled upon the making of proper records regarding such payment, redemption, exchange or replacement. The Paying Agent/Registrar shall dispose of the cancelled Notes in accordance with the Securities Exchange Act of 1934.

Section 3.08. Temporary Notes.

(a) Following the delivery and registration of the Initial Note and pending the preparation of definitive Notes, the proper officers of the City may execute and, upon the City's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Notes that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Notes in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Notes may determine, as evidenced by their signing of such temporary Notes.

(b) Until exchanged for Notes in definitive form, such Notes in temporary form shall be entitled to the benefit and security of this Ordinance.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar the Notes in definitive form; thereupon, upon the presentation and surrender of the Note or Notes in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Notes in temporary form and authenticate and deliver in exchange therefor a Note or Notes of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount, as the Note or Notes in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.09. Replacement Notes.

(a) Upon the presentation and surrender to the Paying Agent/Registrar, at the Designated Payment/Transfer Office, of a mutilated Note, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Note of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Note to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Note is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Note has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Note of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Note;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the City to save them harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Note, a bona fide purchaser of the original Note in lieu of which such replacement Note was issued presents for payment such original Note, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Note from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Note has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Note, may pay such Note.

(e) Each replacement Note delivered in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Note or Notes in lieu of which such replacement Note is delivered.

ARTICLE IV

REDEMPTION OF NOTES BEFORE MATURITY

Section 4.01. Optional Redemption.

(a) The Notes shall be subject to optional redemption before scheduled maturity, in whole or in part, on August 15, 2013, or on any date thereafter, at a redemption price equal to the principal amount thereof plus interest accrued thereon to the redemption date.

(b) If less than all of the Notes are to be redeemed pursuant to an optional redemption, the City shall determine the principal amount to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Notes for redemption. The City shall allocate such redeemed principal amount against one or more mandatory sinking fund redemption amounts, thereby reducing the amount of principal required to be paid on such mandatory sinking fund redemption date or dates.

(c) The City, at least forty-five (45) days before the redemption date, unless a shorter period shall be satisfactory to the Paying Agent/Registrar, shall notify the Paying Agent/Registrar of such redemption date and of the principal amount of Notes to be redeemed.

Section 4.02. Mandatory Sinking Fund Redemption.

(a) The Notes are subject to mandatory sinking fund redemption prior to their scheduled maturity and will be redeemed by the City in part at a redemption price equal to the principal amount thereof plus interest accrued thereon to the redemption date, on August 15 in each of the years and in the principal amounts shown in the following schedule:

<u>Year</u>	<u>Principal Amounts</u>
2009	\$70,000
2010	165,000
2011	245,000
2012	305,000
2013	295,000
2014	250,000
2015	860,000*

*Maturity

(b) The principal amount of the Notes required to be redeemed on any mandatory redemption date pursuant to the operation of the mandatory sinking fund redemption provisions hereof shall be reduced, at the option of the City, by the principal amount of the Notes which, at least 50 days prior to a mandatory redemption date (i) shall have been acquired by the City and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the City.

(c) The City reserves the right to purchase Notes, in lieu of redemption, at a price not exceeding the principal amount thereof, plus accrued interest, with moneys on deposit in the Interest and Sinking Fund which are available for mandatory redemption of the Notes, and the principal amount of Notes so purchased and delivered to the Paying Agent/Registrar at least 50 days prior to a mandatory redemption date shall be credited against the amount required to be called for redemption in that year.

Section 4.03. Partial Redemption.

(a) Notes shall be redeemed in a principal amount equal to \$5,000 or any integral multiple thereof. The Paying Agent/Registrar shall treat each \$5,000 portion of the Notes as though it were a single Note for purposes of selection for redemption.

(b) Upon surrender of the Note for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Ordinance and at the request of the Owner thereof, shall authenticate and deliver an exchange Note in an aggregate principal amount equal to the unredeemed portion of the Note so surrendered, such exchange being without charge, notwithstanding any provision of Section 3.06 to the contrary.

Section 4.04. Notice of Redemption to Owners.

(a) In the event (i) of a redemption pursuant to Section 4.01 and (ii) that the Purchaser is not the sole Owner of the Notes, the Paying Agent/Registrar shall give notice of such redemption of Notes by sending notice by first class United States mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Note (or part thereof) to be redeemed, at the address shown in the Register.

(b) The notice shall state the redemption date, the redemption price, the place at which the Notes are to be surrendered for payment, and, if less than all the Notes outstanding are to be redeemed, an identification of the Notes or portions thereof to be redeemed.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

(d) The City reserves the right to give notice of its election or direction to redeem Notes under Section 4.01; provided, that such notice may state that the City retains the right to rescind such notice at any time prior to and including the scheduled redemption date upon delivery of written instructions to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice. Upon such rescission, the notice and redemption shall be of no effect. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Notes or portions thereof subject to conditional redemption where redemption has been rescinded shall remain Outstanding, and the rescission shall not constitute an Event of Default.

(e) Any notice or instructions given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Section 4.05. Payment Upon Redemption.

(a) Before or on each redemption date, the City shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Notes to be redeemed on such date by setting aside and holding in trust an amount from the Interest and Sinking Fund or otherwise received by the Paying Agent/Registrar from the City and shall use such funds solely for the purpose of paying the principal of, and accrued interest on the Notes being redeemed.

(b) Upon presentation and surrender of any Note called for redemption at the Designated Payment/Transfer Office of the Paying Agent/Registrar on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Note to the date of redemption from the money set aside for such purpose.

Section 4.06. Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 4.04 of this Ordinance and subject, in the case of an optional redemption under Section 4.01, to any conditions or rights reserved by the City under Section 4.04(c), the Notes or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the City defaults in its obligation to make provision for the payment of the principal thereof, redemption premium, if any, or accrued interest thereon, such Notes or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Notes are presented and surrendered for payment on such date.

(b) If the City does not make provision for payment of all sums due on a redemption date, then any Note or portion thereof called for redemption shall continue to bear interest at the rate stated on the Note until due provision is made for the payment of same.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01. Appointment of Initial Paying Agent/Registrar. Extraco Banks, N.A., is hereby appointed as the initial Paying Agent/Registrar for the Notes.

Section 5.02. Qualifications. Each Paying Agent/Registrar shall be a commercial bank, a trust company organized under the laws of the State of Texas, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Notes.

Section 5.03. Maintaining Paying Agent/Registrar.

(a) At all times while any Notes are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Ordinance. The Mayor Pro Tem is hereby authorized and directed to execute an agreement with the Paying Agent/Registrar specifying the duties and responsibilities of the City and the Paying Agent/Registrar. The signature of the Mayor Pro Tem shall be attested by the City Secretary.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement.

Section 5.04. Termination. The City, upon not less than 60 days notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination, provided, that such termination shall not be effective until a successor Paying Agent/Registrar has been appointed and has accepted the duties of Paying Agent/Registrar for the Notes.

Section 5.05. Notice of Change. Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner and any bond insurer by first class United States mail, postage prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06. Agreement to Perform Duties and Functions. By accepting the appointment as Paying Agent/Registrar, and executing the Paying Agent/Registrar Agreement, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed thereby.

Section 5.07. Delivery of Records to Successor. If a Paying Agent/Registrar is replaced, such Paying Agent, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Notes to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE NOTES

Section 6.01. Form Generally.

(a) The Notes, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Notes, (i) shall be substantially in the form set forth in this Article, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and indorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Notes, as evidenced by their execution thereof.

(b) Any portion of the text of any Notes may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Notes.

(c) The Notes, including the Initial Note submitted to the Attorney General of Texas and any temporary Notes, shall be typed, printed, lithographed, photocopied or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Notes, as evidenced by their execution thereof.

Section 6.02. Form of Notes. The form of Notes, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Notes, shall be substantially as follows:

(a) [Form of Note]

REGISTERED

REGISTERED

No. _____

\$ _____

United States of America
State of Texas

CITY OF COPPERAS COVE, TEXAS
LIMITED TAX NOTES
SERIES 2008A

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>ORIGINAL ISSUE DATE</u>
_____ %	August 15, 2015	October 28, 2008

The City of Copperas Cove (the “City”) in the Counties of Coryell, Lampasas and Bell, State of Texas, for value received, hereby promises to pay to

_____ or registered assigns, on the Maturity Date specified above, the sum of

_____ DOLLARS

unless this Note shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provision for such payment shall have been made, and to pay interest on the unpaid principal amount hereof from the later of the Original Issue Date specified above or the most recent interest payment date to which interest has been paid or provided for until such principal amount shall have been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on February 15 and August 15 of each year, commencing February 15, 2009.

The principal of this Note shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Note at the corporate trust office in Harker Heights, Texas (the “Designated Payment/Transfer Office”), of Extraco Banks, N.A., as initial Paying Agent/Registrar, or, with respect to a successor Paying Agent/Registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Note is payable by check dated as of the interest payment date, mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar or by such other customary banking arrangements acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the person to whom interest is to be paid. For the purpose of the payment of interest on this Note, the registered owner shall be the person in whose name this Note is registered at the close of business on the “Record Date,” which shall be the last business day of the month next preceding such interest payment date; provided, however, that in the event of nonpayment of interest on a scheduled interest

payment date, and for 30 days thereafter, a new record date for such interest payment (a “Special Record Date”) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the “Special Payment Date,” which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Note appearing on the books of the Paying Agent/Registrar at the close of business on the last business day preceding the date of mailing such notice.

If a date for the payment of the principal of or interest on the Notes is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which such banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Note is one of a series of fully registered notes specified in the title hereof, dated as of October 15, 2008, issued in the aggregate principal amount of \$2,190,000 (herein referred to as the “Notes”) pursuant to a certain ordinance of the City Council of the City (the “Ordinance”) for the public purpose of providing funds for authorized purchase of equipment and machinery and the construction of public improvements, as described in the Ordinance, for and within the City, and to pay the costs of issuance related to the Notes.

The Notes and the interest thereon are payable from the levy of a direct and continuing ad valorem tax levied, within the limit prescribed by law, against all taxable property in the City as described and provided in the Ordinance.

The City has reserved the option to redeem the Notes, in whole or in part, before their scheduled maturity date, on August 15, 2013, or on any date thereafter, at a price equal to the principal amount of the Notes so called for redemption plus accrued interest to the date fixed for redemption. If less than all of the Notes are to be redeemed, the City shall determine the principal amount thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Notes, or portions thereof, for redemption, in accordance with the terms of the Ordinance.

In the event that the initial purchaser of the Notes is not the sole owner of all of the Notes, the City shall, not less than 30 days prior to the date of redemption, cause a notice of redemption to be sent by United States mail, first class, postage prepaid, to the Owners of the Notes to be redeemed at the address of the Owner appearing on the registration books of the Paying Agent/Registrar at the close of business on the business day next preceding the date of mailing such notice.

In the Ordinance, the City reserves the right, in the case of an optional redemption, to give notice of its election or direction to redeem Notes conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the City retains the right to rescind such notice at

any time on or prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Notes subject to conditional redemption and such redemption has been rescinded shall remain Outstanding, and the rescission of such redemption shall not constitute an Event of Default. Further, in the case of a conditional redemption, the failure of the City to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an Event of Default. Any notice so mailed shall be conclusively presumed to have been duly given, whether or not the registered owner receives such notice. Notice having been so given and subject, in the case of an optional redemption, to any rights or conditions reserved by the City in the notice, the certificates called for redemption shall become due and payable on the specified redemption date, and notwithstanding that any obligation or portion thereof has not been surrendered for payment, interest on such obligation or portion thereof shall cease to accrue.

The Notes are subject to mandatory sinking fund redemption prior to their scheduled maturity and will be redeemed by the City in part at a redemption price equal to the principal amount thereof plus interest accrued thereon to the redemption date, on August 15 in each of the years and in the principal amounts shown in the following schedule:

<u>Year</u>	<u>Principal Amounts</u>
2009	\$70,000
2010	165,000
2011	245,000
2012	305,000
2013	295,000
2014	250,000
2015	860,000*

*Maturity

The principal amount of the Notes required to be redeemed on any mandatory redemption date pursuant to the operation of the mandatory sinking fund redemption provisions hereof shall be reduced, at the option of the City, by the principal amount of the Notes which, at least 50 days prior to a mandatory redemption date (i) shall have been acquired by the City and delivered to the Paying Agent/Registrar for cancellation or (ii) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the City.

The City reserves the right to purchase Notes, in lieu of redemption, at a price not exceeding the principal amount thereof, plus accrued interest, with moneys on deposit in the Interest and Sinking Fund which are available for mandatory redemption of the Notes, and the principal amount of Notes so purchased and delivered to the Paying Agent/Registrar at least 50 days prior to a mandatory redemption date shall be credited against the amount required to be called for redemption in that year.

As provided in the Ordinance, and subject to certain limitations therein set forth, this Note is transferable upon surrender of this Note for transfer at the Designated Payment/Transfer Office, with such indorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar, and, thereupon, one or more new fully registered Notes of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer or exchange any Note called for redemption where such redemption is scheduled to occur within 45 calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Note.

The City, the Paying Agent/Registrar, and any other person may treat the person in whose name this Note is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Note is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Note be overdue, and neither the City nor the Paying Agent/Registrar shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Note and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Notes have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that the total indebtedness of the City, including the Notes, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, this Note has been duly executed on behalf of the City, under its official seal, in accordance with law.

City Secretary,
City of Copperas Cove, Texas

Mayor Pro Tem,
City of Copperas Cove, Texas

(b) [Form of Certificate of Paying Agent/Registrar]

CERTIFICATE OF PAYING AGENT/REGISTRAR

This is one of the Notes referred to in the within mentioned Ordinance. The series of Notes of which this Note is a part was originally issued as one Initial Note which was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

EXTRACO BANKS, N.A.,
as Paying Agent/Registrar

Dated: _____

By: _____
Authorized Signatory

(c) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and Zip Code of transferee): _____

(Social Security or other identifying number: _____) the within Note and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Note on the books kept for registration hereof, with full power of substitution in the premises.

Date: _____

Signature Guaranteed By: _____

Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Note in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

(d) The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Note:

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO. _____
	§	
THE STATE OF TEXAS	§	

I HEREBY CERTIFY THAT there is on file and of record in my office a certificate to the effect that the Attorney General of the State of Texas has approved this Note, and that this Note has been registered this day by me.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____.

Comptroller of Public Accounts of the
State of Texas

[SEAL]

Section 6.03. CUSIP Registration. The City may secure identification numbers through the CUSIP Service Bureau Division of Standard & Poor's Corporation, New York, New York, and may authorize the printing of such numbers on the face of the Notes. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Notes shall be of no significance or effect as regards the legality thereof and neither the City nor the attorneys approving said Notes as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Notes.

Section 6.04. Legal Opinion. The approving legal opinion of Vinson & Elkins L.L.P., Bond Counsel, may be printed on each Note over the certification of the City Secretary of the City, which may be executed in facsimile.

ARTICLE VII

SALE OF THE NOTES; CONTROL AND DELIVERY OF THE NOTES

Section 7.01. Sale of Notes.

(a) The Notes are hereby officially sold and awarded to Extraco Banks, N.A. (the "Purchaser"), for a purchase price equal to the principal amount thereof, being the best terms available to the City, pursuant to a purchase agreement (the "Purchase Agreement") between the City and the Purchaser, such Purchase Agreement being hereby approved. The Mayor Pro Tem of the City is hereby authorized and directed to execute and deliver the Purchase Agreement to the Purchaser. The Initial Note shall be registered in the name of the Purchaser or its designee.

(b) All officers and officials of the City are authorized to take such actions and to execute such documents, certificates and receipts, and to make such elections with respect to the tax-exempt status of the Notes, as they may deem necessary and appropriate in order to consummate the delivery of the Notes. Further, in connection with the submission of the record of proceedings for the Notes to the Attorney General of the State of Texas for examination and approval of such Notes, the appropriate officer of the City is hereby authorized and directed to issue a check of the City payable to the Attorney General of the State of Texas as a nonrefundable examination fee in the amount required by Chapter 1202, Texas Government Code (such amount to be the lesser of (i) 1/10th of 1% of the principal amount of the Notes or (ii) \$9,500).

(c) The obligation of the Purchaser identified in subsection (a) of this Section to accept delivery of the Notes is subject to the Purchaser being furnished with the final, approving opinion of Vinson & Elkins L.L.P., Bond Counsel for the City, which opinion shall be dated as of and delivered on the Closing Date.

Section 7.02. Control and Delivery of Notes.

(a) The Mayor Pro Tem is hereby authorized to have control of the Initial Note and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State of Texas, and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Notes shall be made to the Purchaser under and subject to the general supervision and direction of the Mayor Pro Tem, against receipt by the City of all amounts due to the City under the terms of sale.

(c) In the event the Mayor Pro Tem or City Secretary is absent or otherwise unable to execute any document or take any action authorized herein, the Mayor Pro Tem and the Assistant City Secretary, respectively, shall be authorized to execute such documents and take such actions, and the performance of such duties by the Mayor Pro Tem and the Assistant City

Secretary shall for the purposes of this Ordinance have the same force and effect as if such duties were performed by the Mayor Pro Tem and City Secretary, respectively.

ARTICLE VIII

CREATION OF FUNDS AND ACCOUNTS; DEPOSIT OF PROCEEDS; INVESTMENTS

Section 8.01. Creation of Funds.

(a) The City hereby establishes the following special funds or accounts:

(i) The City of Copperas Cove, Texas, Limited Tax Notes, Series 2008A, Interest and Sinking Fund; and

(ii) The City of Copperas Cove, Texas, Limited Tax Notes, Series 2008A, Acquisition and Construction Fund.

(b) Each of said funds or accounts shall be maintained at an official depository of the City.

Section 8.02. Interest and Sinking Fund.

(a) The taxes levied under Section 2.01 shall be deposited to the credit of the Interest and Sinking Fund at such times and in such amounts as necessary for the timely payment of the principal of and interest on the Notes.

(b) If the amount of money in the Interest and Sinking Fund is at least equal to the aggregate principal amount of the outstanding Notes plus the aggregate amount of interest due and that will become due and payable on such Notes, no further deposits to that fund need be made.

(c) Money on deposit in the Interest and Sinking Fund shall be used to pay the principal of and interest on the Notes as such become due and payable.

Section 8.03. Acquisition and Construction Fund.

(a) Money on deposit in the Acquisition and Construction Fund, including investment earnings thereof, shall be used for the purposes specified in Section 3.01 of this Ordinance.

(b) All amounts remaining in the Acquisition and Construction Fund after the accomplishment of the purposes for which the Notes are hereby issued, including investment earnings of the Acquisition and Construction Fund, shall be deposited into the Interest and Sinking Fund.

Section 8.04. Security of Funds. All moneys on deposit in the funds referred to in this Ordinance shall be secured in the manner and to the fullest extent required by the laws of the

State of Texas for the security of public funds, and moneys on deposit in such funds shall be used only for the purposes permitted by this Ordinance.

Section 8.05. Deposit of Proceeds. The proceeds from the sale of the Notes shall be deposited to the Acquisition and Construction Fund, such moneys to be dedicated and used for the purposes specified in Section 3.01.

Section 8.06. Investments.

(a) Money in the Interest and Sinking Fund and the Acquisition and Construction Fund, at the option of the City, may be invested in such securities or obligations as permitted under applicable law.

(b) Any securities or obligations in which money is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the fund from which the investment was made.

Section 8.07. Investment Income. Interest and income derived from investment of any fund created by this Ordinance shall be credited to such fund.

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01. Payment of the Notes. While any of the Notes are outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay the interest on and the principal of the Notes, as applicable, as will accrue or mature on each applicable Interest Payment Date.

Section 9.02. Other Representations and Covenants.

(a) The City will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and in each Note; the City will promptly pay or cause to be paid the principal of and interest on each Note on the dates and at the places and manner prescribed in such Note; and the City will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

(b) The City is duly authorized under the laws of the State of Texas to issue the Notes; all action on its part for the creation and issuance of the Notes has been duly and effectively taken; and the Notes in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

Section 9.03. Provisions Concerning Federal Income Tax Exclusion. The City intends that the interest on the Notes shall be excludable from gross income for purposes of federal income taxation pursuant to sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), and the applicable regulations promulgated thereunder the

("Regulations"). The City covenants and agrees not to take any action, or knowingly omit to take any action within its control, that if taken or omitted, respectively, would cause the interest on the Notes to be includable in the gross income, as defined in section 61 of the Code, of the holders thereof for purposes of federal income taxation. In particular, the City covenants and agrees to comply with each requirement of Sections 9.03 through 9.11 of this Article IX; provided, however, that the City shall not be required to comply with any particular requirement of Sections 9.03 through 9.11 of this Article IX if the City has received an opinion of nationally recognized bond counsel ("Counsel's Opinion") that such noncompliance will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Notes or if the City has received a Counsel's Opinion to the effect that compliance with some other requirement set forth in Sections 9.03 through 9.11 of this Article IX will satisfy the applicable requirements of the Code, in which case compliance with such other requirement specified in such Counsel's Opinion shall constitute compliance with the corresponding requirement specified in Sections 9.03 through 9.11 of this Article IX.

Section 9.04. No Private Use or Payment and No Private Loan Financing. The City shall certify, through an authorized officer, employee or agent, that, based upon all facts and estimates known or reasonably expected to be in existence on the date the Notes are delivered, the proceeds of the Notes will not be used in a manner that would cause the Notes to be "private activity bonds" within the meaning of section 141 of the Code and the Regulations. The City covenants and agrees that it will make such use of the proceeds of the Notes, including interest or other investment income derived from Note proceeds, regulate the use of property financed, directly or indirectly, with such proceeds, and take such other and further action as may be required so that the Notes will not be "private activity bonds" within the meaning of section 141 of the Code and the Regulations.

Section 9.05. No Federal Guaranty. The City covenants and agrees not to take any action, or knowingly omit to take any action within its control, that, if taken or omitted, respectively, would cause the Notes to be "federally guaranteed" within the meaning of section 149(b) of the Code and the Regulations, except as permitted by section 149(b)(3) of the Code and the Regulations.

Section 9.06. Notes are not Hedge Bonds. The City covenants and agrees not to take any action, or knowingly omit to take any action, and has not knowingly omitted and will not knowingly omit to take any action, within its control, that, if taken or omitted, respectively, would cause the Notes to be "hedge bonds" within the meaning of section 149(g) of the Code and the Regulations.

Section 9.07. No-Arbitrage Covenant. The City shall certify, through an authorized officer, employee or agent, that, based upon all facts and estimates known or reasonably expected to be in existence on the date the Notes are delivered, the City will reasonably expect that the proceeds of the Notes will not be used in a manner that would cause the Notes to be "arbitrage bonds" within the meaning of section 148(a) of the Code and the Regulations. Moreover, the City covenants and agrees that it will make such use of the proceeds of the Notes including interest or other investment income derived from Note proceeds, regulate investments of proceeds of the Notes and take such other and further action as may be required so that the

Notes will not be “arbitrage bonds” within the meaning of section 148(a) of the Code and the Regulations.

Section 9.08. Arbitrage Rebate. If the City does not qualify for an exception to the requirements of Section 148(f) of the Code, the City will take all necessary steps to comply with the requirement that certain amounts earned by the City on the investment of the “gross proceeds” of the Notes (within the meaning of section 148(f)(6)(B) of the Code), be rebated to the federal government. Specifically, the City will (i) maintain records regarding the investment of the gross proceeds of the Notes as may be required to calculate the amount earned on the investment of the gross proceeds of the Notes separately from records of amounts on deposit in the funds and accounts of the City allocable to other bond issue of the City or moneys which do not represent gross proceeds of any bonds of the City, (ii) calculate at such times as are required by the Regulations, the amount earned from the investment of the gross proceeds of the Notes which is required to be rebated to the federal government, and (iii) pay, not less often than every fifth anniversary date of the delivery of the Notes or on such other dates as may be permitted under the Regulations, all amounts required to be rebated to the federal government. Further, the City will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Notes that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if the arrangement had been at arm’s length and had the yield on the issue not been relevant to either party.

Section 9.09. Information Reporting. The City covenants and agrees to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Notes are issued, an information statement concerning the Notes, all under and in accordance with section 149(e) of the Code and the Regulations.

Section 9.10. Continuing Obligation. Notwithstanding any other provision of this Ordinance, the City’s obligations under the covenants and provisions of Sections 9.03 through 9.09 and Section 9.11 of this Article IX shall survive the defeasance and discharge of the Notes.

Section 9.11. Qualified Tax-Exempt Obligations. The City hereby designates the Notes as “qualified tax-exempt obligations” for purposes of section 265(b) of the Code. In connection therewith, the City represents (a) that the aggregate amount of tax-exempt obligations issued by the City during calendar year 2008, including the Notes, which have been designated as “qualified tax-exempt obligations” under section 265(b)(3) of the Code does not exceed \$10,000,000, and (b) that the reasonably anticipated amount of its tax-exempt obligations which will be issued by the City during calendar year 2008, including the Notes, will not exceed \$10,000,000. For purposes of this Section 9.11, the term “tax-exempt obligations” does not include “private activity bonds” within the meaning of section 141 of the Code, other than “qualified 501(c)(3) bonds” within the meaning of section 145 of the Code. In addition, for purposes of this Section 9.11, the City includes all governmental units which are aggregate with the City under section 265(b) of the Code.

ARTICLE X

DEFAULT AND REMEDIES

Section 10.01. Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an “Event of Default,” to-wit:

(i) the failure to make payment of the principal of, redemption premium, if any, or interest on any of the Notes when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the Owners, including but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Owner to the City.

Section 10.02. Remedies for Default.

(a) Upon the happening of any Event of Default, then and in every case any Owner or an authorized representative thereof, including but not limited to, a trustee or trustees therefor, may proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Notes then outstanding.

Section 10.03. Remedies Not Exclusive.

(a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Notes or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Notes shall not be available as a remedy under this Ordinance.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

ARTICLE XI

DISCHARGE

Section 11.01. Discharge. The City reserves the right to defease, discharge or refund the Notes in any manner permitted by applicable law.

ARTICLE XII

EFFECTIVE IMMEDIATELY

Section 12.01. Effectiveness. This Ordinance shall become effective immediately upon its adoption at this meeting pursuant to Section 1201.028, Texas Government Code.

APPROVED this 2nd day of October, 2008.

Mayor Pro Tem, City of Copperas Cove, Texas

ATTEST:

City Secretary, City of Copperas Cove, Texas

Signature Page for Ordinance

PURCHASE AGREEMENT

October 2, 2008

Mayor Pro Tem and City Council
City of Copperas Cove
Copperas Cove, Texas

Re: City of Copperas Cove, Texas, Limited Tax Notes, Series 2008A

Ladies and Gentlemen:

We hereby offer to purchase from the City of Copperas Cove, Texas (the "City"), the captioned notes (the "Notes") and, upon acceptance of this offer by the City, such offer will become a binding agreement between the undersigned and the City. This offer must be accepted by 10:00 p.m., Central time, October 2, 2008, and if not so accepted will be subject to withdrawal.

1. Purchase Price. The purchase price for the Notes shall be \$2,190,000, representing the principal amount thereof.
2. Terms of Notes. The Obligations shall be issued in the principal amount of \$2,190,000 and shall bear interest at such rate, mature on such date and have such other terms and conditions as are set forth in the Ordinance (the "Ordinance") to be adopted by the City Council of the City on October 2, 2008, a copy of which has been provided to us. Pursuant to and as more fully described in the Ordinance, the Notes shall be secured by a pledge of ad valorem taxes to be levied on all taxable property within the City within the limits prescribed by law.
3. Closing. The City shall deliver the Notes to, or for the account of, the undersigned and the undersigned shall purchase the Notes at 10:00 a.m., Central time, on October 28, 2008, or at such other time as shall be mutually agreed upon (hereinafter referred to as the "Closing"). The Closing shall take place at the offices of Vinson & Elkins L.L.P., Austin, Texas, or such other location as may be mutually agreed upon.
4. Conditions to Closing. The undersigned shall have no obligation to consummate the purchase of the Notes unless the following requirements shall have been satisfied prior to Closing:
 - (a) The City Council of the City shall have adopted the Ordinance authorizing the issuance of the Notes.

- (b) Vinson & Elkins L.L.P. shall have issued its approving legal opinion as to the due authorization, issuance and delivery of the Notes and as to the exemption of interest thereon from federal income taxation.
 - (c) The Notes shall have been approved by the Attorney General of the State of Texas and shall have been registered by the Comptroller of Public Accounts of the State of Texas.
- 5. Nature of Purchase. The undersigned and the City acknowledge that no official statement or other disclosure or offering document has been prepared in connection with the issuance and sale of the Notes. The undersigned represents that it is a knowledgeable and sophisticated investor with experience in purchasing municipal securities such as the Notes. The undersigned is familiar with the financial condition and affairs of the City, particularly with respect to its ability to pay its tax supported Notes such as the Notes. The undersigned has received from the City all information that it has requested in order for it to assess and evaluate the security and source of payment for the Notes. The undersigned is purchasing the Notes for its own account as evidence of a loan and has no present intention to make a public distribution or sale of the Notes. In no event will the undersigned sell the Notes to purchasers who are not sophisticated investors unless an official statement or other disclosure document is prepared with respect to the Notes.
- 6. City's Comprehensive Annual Financial Report. While the Notes are outstanding, the City, as soon as available and in any event within one hundred eighty (180) days after the end of each fiscal year of the City, shall furnish to the undersigned a copy of the City's Comprehensive Annual Financial Report (including audited financial statements).

Mayor and City Council
October 2, 2008

This purchase agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument and each of which shall be, and shall be deemed to be, an original.

If this purchase agreement meets with your approval, please execute it in the place provided below and return one fully executed copy to us.

Very truly yours,

EXTRACO BANKS, N.A.

By _____
Title _____

Mayor and City Council
October 2, 2008

ACCEPTED BY CITY COUNCIL
OF THE CITY OF COPPERAS COVE, TEXAS

Mayor Pro Tem

PAYING AGENT/REGISTRAR AGREEMENT

between

CITY OF COPPERAS COVE, TEXAS

and

EXTRACO BANKS, N.A.

Pertaining to

City of Copperas Cove, Texas

Limited Tax Notes

Series 2008A

Dated as of October 15, 2008

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Annex A - Schedule of Fees for Service as Paying Agent/Registrar

PAYING AGENT/REGISTRAR AGREEMENT

THIS PAYING AGENT/REGISTRAR AGREEMENT (this “Agreement”), dated as of October 15, 2008, is by and between THE CITY OF COPPERAS COVE, TEXAS (the “Issuer”), and EXTRACO BANKS, N.A., Harker Heights, Texas (the “Bank”), a national banking association authorized to do business in Texas.

WHEREAS, the Issuer has duly authorized and provided for the issuance of its Limited Tax Notes, Series 2008A (the “Obligations”), to be issued as registered securities without coupons;

WHEREAS, the Bank intends to purchase the Obligations, and, as part of the Bank’s agreement with the Issuer to purchase the Obligations, the Bank has agreed to serve as Paying Agent/Registrar for the Obligations; and

WHEREAS, all things necessary to make the Obligations the valid obligations of the Issuer, in accordance with their terms, will be taken upon the issuance and delivery thereof;

WHEREAS, the Issuer is desirous that the Bank act as the Paying Agent of the Issuer in paying the principal, redemption premium, if any, and interest on the Obligations, in accordance with the terms thereof, and that the Bank act as Registrar for the Obligations;

WHEREAS, the Issuer has duly authorized the execution and delivery of this Agreement; and all things necessary to make this Agreement the valid agreement of the Issuer, in accordance with its terms, have been done;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I

APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01. Appointment. (a) The Issuer hereby appoints the Bank to act as Paying Agent with respect to the Obligations in paying to the Owners of the Obligations the principal, redemption premium, if any, and interest on all or any of the Obligations.

(b) The Issuer hereby appoints the Bank as Registrar with respect to the Obligations.

(c) The Bank hereby accepts its appointment, and agrees to act as, the Paying Agent and Registrar.

Section 1.02. Compensation. (a) As compensation for the Bank’s services as Paying Agent/Registrar, the Issuer hereby agrees so long as this agreement is in effect, to pay the Bank the fees and amounts set forth in Annex A hereto for so long as the principal of and interest on, or redemption price of, the Obligations, is unpaid.

(b) In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements, and advances incurred or made by the Bank in accordance

with any of the provisions hereof, including the reasonable compensation and the expenses and disbursements of its agents and counsel.

ARTICLE II

DEFINITIONS

Section 2.01. Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following terms have the following meanings when used in this Agreement:

“Bank” means Extraco Banks, N.A.

“Designated Payment/Transfer Office” means the principal corporate trust office of the Bank located in Harker Heights, Texas, or in such other location as designated by the Paying Agent/Registrar. The Bank will notify the Issuer in writing of any change in location of the Designated Payment/Transfer Office.

“Fiscal Year” means the fiscal year of the Issuer.

“Issuer” means the City of Copperas Cove, Texas.

“Issuer Request” and “Issuer Order” means a written request or order signed in the name of the Issuer by the Mayor, the Mayor Pro Tem, the City Secretary, or any other authorized representative of the Issuer and delivered to the Bank.

“Legal Holiday” means a day on which the Bank is required or authorized by applicable law to be closed.

“Obligation” or “Obligations” means, collectively, any or all of the Issuer’s Limited Tax Notes, Series 2008A, dated as of October 15, 2008.

“Order” means the resolution, order, or ordinance of the governing body of the Issuer pursuant to which the Obligations are issued, certified by the Secretary or any other officer of the Issuer, and delivered to the Bank.

“Owner” means the Person in whose name a Obligation is registered in the Register.

“Paying Agent/Registrar” means initially Extraco Banks, N.A., or any successor thereto as provided in this Order when it is performing the functions associated with the terms in this Agreement.

“Person” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization, or government or any agency or political subdivision of a government.

“Predecessor Obligations” of any particular Obligation means every previous Obligation evidencing all or a portion of the same obligation as that evidenced by such particular Obligation

(and, for the purposes of this definition, any Obligation registered and delivered under Section 4.06 in lieu of a mutilated, lost, destroyed or stolen Obligation shall be deemed to evidence the same obligation as the mutilated, lost, destroyed or stolen Obligation).

“Record Date” means the last business day of the month next preceding an interest payment date established by the Order.

“Register” means a register in which the Issuer shall provide for the registration and transfer of Obligations.

“Responsible Officer” when used with respect to the Bank means the Chairman or Vice Chairman of the Board of Directors, the Chairman or Vice Chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

“Stated Maturity” means the date specified in the Order as the fixed date on which the principal of the Obligations is due and payable or the date fixed in accordance with the terms of the Order for redemption of the Obligations, or any portion thereof, prior to the fixed maturity date.

Section 2.02. Other Definitions. The terms “Bank” and “Issuer” have the meanings assigned to them in the opening paragraph of this Agreement.

ARTICLE III

PAYING AGENT

Section 3.01. Duties of Paying Agent. (a) The Bank, as Paying Agent and on behalf of the Issuer, shall pay to the Owner at the Stated Maturity and upon the surrender of the Obligation or Obligations so maturing at the Designated Payment/Transfer Office, the principal amount of the Obligation or Obligations then maturing, and redemption premium, if any, provided that the Bank shall have been provided by or on behalf of the Issuer adequate funds to make such payment.

(b) The Bank, as Paying Agent and on behalf of the Issuer, shall pay interest when due on the Obligations to each Owner of the Obligations (or their Predecessor Obligations) as shown in the Register at the close of business on the Record Date, provided that the Bank shall have been provided by or on behalf of the Issuer adequate funds to make such payments; such payments shall be made by computing the amount of interest to be paid each Owner, preparing the checks, and mailing the checks on each payment date addressed to the addresses thereof as appearing on the Register on the Record Date.

Section 3.02. Payment Dates. The Issuer hereby instructs the Bank to pay the principal of, redemption premium, if any, and interest on the Obligations at the dates specified in the Order.

ARTICLE IV

REGISTRAR

Section 4.01. Transfer and Exchange. (a) The Issuer shall keep the Register at the Designated Payment/Transfer Office, and subject to such reasonable written regulations as the Issuer may prescribe, which regulations shall be furnished the Bank herewith or subsequent hereto by Issuer Order, the Issuer shall provide for the registration and transfer of the Obligations. The Bank is hereby appointed “Registrar” for the purpose of registering and transferring the Obligations as herein provided. The Bank agrees to maintain the Register while it is Registrar.

(b) The Bank as Registrar hereby agrees that at any time while any Obligation is outstanding, the Owner may deliver such Obligation to the Bank for transfer or exchange, accompanied by instructions from the Owner, or the duly authorized designee of the Owner, designating the persons, the maturities, and the principal amounts to and in which such Obligation is to be transferred and the addresses of such persons; the Bank shall thereupon, within not more than three (3) business days, register and deliver such Obligation or Obligations as provided in such instructions. The provisions of the Order shall control the procedures for transfer or exchange set forth herein to the extent such procedures are in conflict with the provisions of the Order.

(c) Every Obligation surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed in a manner satisfactory to the Bank, duly executed by the Owner thereof or his attorney duly authorized in writing.

(d) The Bank may request any supporting documentation it feels necessary to effect a re-registration.

Section 4.02. The Obligations. The Issuer shall provide an adequate inventory of unregistered Obligations to facilitate transfers. The Bank covenants that it will maintain the unregistered Obligations in safekeeping and will use reasonable care in maintaining such unregistered Obligations in safekeeping, which shall be not less than the care it maintains for debt securities of other governments or corporations for which it serves as registrar, or which it maintains for its own securities.

Section 4.03. Form of Register. (a) The Bank as Registrar will maintain the records of the Register in accordance with the Bank’s general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Register in any form other than a form which the Bank has currently available and utilizes at the time.

(b) The Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.04. List of Owners. (a) The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the cost, if any, of reproduction, a copy of the information contained in the Register. The Issuer may also inspect the information in the Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

(b) Unless otherwise required by law, the Bank will not release or disclose the content of the Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer. Upon receipt of a subpoena or court order, the Bank will notify the Issuer so that the Issuer may contest the subpoena or court order.

(c) At all times, while the Bank is Registrar, the Bank shall maintain and have available a copy of the Register at an office in the State of Texas.

Section 4.05. Cancellation of Obligations. All Obligations surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Bank, shall be promptly cancelled by it; if surrendered to the Issuer, shall be delivered to the Bank and, if not already cancelled, shall be promptly cancelled by the Bank. The Issuer may at any time deliver to the Bank for cancellation any Obligations previously certified or registered and delivered which the Issuer may have acquired in any manner whatsoever, and all Obligations so delivered shall be promptly cancelled by the Bank. All cancelled Obligations held by the Bank shall be disposed of in accordance with the Securities Exchange Act of 1934.

Section 4.06. Mutilated, Destroyed, Lost, or Stolen Obligations. (a) Subject to the provisions of this Section 4.06, the Issuer hereby instructs the Bank to deliver fully registered Obligations in exchange for or in lieu of mutilated, destroyed, lost, or stolen Obligations as long as the same does not result in an overissuance.

(b) If (i) any mutilated Obligation is surrendered to the Bank, or the Issuer and the Bank receives evidence to their satisfaction of the destruction, loss, or theft of any Obligation, and (ii) there is delivered to the Issuer and the Bank such security or indemnity as may be required by the Bank to save and hold each of them harmless, then in the absence of notice to the Issuer or the Bank that such Obligation has been acquired by a bona fide purchaser, the Issuer shall execute, and upon its request the Bank shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Obligation, a new Obligation of the same stated maturity and of like tenor and principal amount bearing a number not contemporaneously outstanding.

(c) Every new Obligation issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Obligation shall constitute a replacement of the prior obligation of the Issuer, whether or not the mutilated, destroyed, lost, or stolen Obligation shall be at any time enforceable by anyone, and shall be entitled to all the benefits of the Order equally and ratably with all other outstanding Obligations.

(d) Upon the satisfaction of the Bank and the Issuer that an Obligation has been mutilated, destroyed, lost, or stolen, and upon receipt by the Bank and the Issuer of such indemnity or security as they may require, the Bank shall cancel the Obligation number on the

Obligation registered with a notation in the Register that said Obligation has been mutilated, destroyed, lost, or stolen; and a new Obligation shall be issued of the same series and of like tenor and principal amount bearing a number, according to the Register, not contemporaneously outstanding.

(e) The Bank may charge the Owner the Bank's fees and expenses in connection with issuing a new Obligation in lieu of or exchange for a mutilated, destroyed, lost, or stolen Obligation.

(f) The Issuer hereby accepts the Bank's current blanket bond for lost, stolen, or destroyed Obligations and any future substitute blanket bond for lost, stolen, or destroyed Obligations that the Bank may arrange, and agrees that the coverage under any such blanket bond is acceptable to it and meets the Issuer's requirements as to security or indemnity. The Bank need not notify the Issuer of any changes in the security or other company giving such bond or the terms of any such bond, provided that the amount of such bond is not reduced below the amount of the bond on the date of execution of this Agreement. The blanket bond then utilized by the Bank for lost, stolen, or destroyed Obligations by the Bank is available for inspection by the Issuer on request.

Section 4.07. Transaction Information to Issuer. The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Obligations it has paid pursuant to 3.01; Obligations it has delivered upon the transfer or exchange of any Obligations pursuant to Section 4.01; and Obligations it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Obligations pursuant to Section 4.06 of this Agreement.

ARTICLE V

THE BANK

Section 5.01. Duties of Bank. The Bank undertakes to perform the duties set forth herein and in accordance with the Order and agrees to use reasonable care in the performance thereof. The Bank hereby agrees to use the funds deposited with it for payment of the principal of, redemption premium, if any, and interest on the Obligations to pay the Obligations as the same shall become due and further agrees to establish and maintain all accounts and funds as may be required for the Bank to function as Paying Agent.

Section 5.02. Reliance on Documents, Etc. (a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that

repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, certificate, note, security, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Obligations, but is protected in acting upon receipt of Obligations containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Owner or an attorney-in-fact of the Owner. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, certificate, note, security, or other paper or document supplied by Issuer.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys and the Bank.

Section 5.03. Recitals of Issuer. (a) The recitals contained herein and in the Obligations shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

(b) The Bank shall in no event be liable to the Issuer, any Owner, or any other Person for any amount due on any Obligation except as otherwise expressly provided herein with respect to the liability of the Bank for its duties under this Agreement.

Section 5.04. May Hold Obligations. The Bank, in its individual or any other capacity, may become the Owner or pledgee of Obligations and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Section 5.05. Money Held by Bank. (a) Money held by the Bank hereunder need not be segregated from any other funds provided appropriate accounts are maintained.

(b) The Bank shall be under no liability for interest on any money received by it hereunder.

(c) Subject to the provisions of Title 6, Texas Property Code, any money deposited with the Bank for the payment of the principal, redemption premium, if any, or interest on any Obligation and remaining unclaimed for three years after final maturity of the Obligation has become due and payable will be paid by the Bank to the Issuer, and the Owner of such Obligation shall thereafter look only to the Issuer for the payment thereof, and all liability of the Bank with respect to such monies shall thereupon cease.

(d) The Bank will comply with the reporting requirements of Chapter 74 of the Texas Property Code.

(e) When the Bank is not the Owner of all the Obligations outstanding, the Bank shall deposit any moneys received from the Issuer into a trust account to be held in a paying agency capacity for the payment of the Obligations, with such moneys in the account that exceed the deposit insurance available to the Issuer provided by the Federal Deposit Insurance Corporation to be fully collateralized with securities or obligations that are eligible under the laws of the State of Texas and to the extent practicable under the laws of the United States of America to secure and be pledged as collateral for trust accounts until the principal and interest on the Obligations have been presented for payment and paid to the owner thereof. Payments made from such trust account shall be made by check drawn on such trust account unless the owner of such Securities shall, at its own expense and risk, request such other medium of payment.

Section 5.06. Indemnification. To the extent permitted by law, the Issuer agrees to indemnify the Bank, its officers, directors, employees, and agents for, and hold them harmless against, any loss, liability, or expense incurred without negligence or bad faith on their part arising out of or in connection with its acceptance or administration of the Bank's duties hereunder, and under Article V of the Order, including the cost and expense (including its counsel fees) of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

Section 5.07. Interpleader. The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demands or controversy over its persons as well as funds on deposit in the appropriate state or federal court in the State of Texas; waive personal service of any process; and agree that service of process by certified or registered mail, return receipt requested, to the address set forth in this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any person claiming any interest herein.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.01. Amendment. This Agreement may be amended only by an agreement in writing signed by both of the parties hereof.

Section 6.02. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03. Notices. Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown below:

- (a) if to the Issuer: City of Copperas Cove, Texas
507 South Main Street
Copperas Cove, Texas 76522
Attention: Mayor
- (b) if to the Bank: Extraco Banks, N.A.
100 West Central Texas Expressway
Harker Heights, Texas 75648

Section 6.04. Designated Payment/Transfer Office. The Designated Payment/Transfer Office shall be the office of the Bank as set forth in Section 6.03.

Section 6.05. Effect of Headings. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 6.06. Successors and Assigns. All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

Section 6.07. Separability. If any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.08. Benefits of Agreement. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.09. Entire Agreement. This Agreement and the Order constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar, and if any conflict exists between this Agreement and the Order, the Order shall govern.

Section 6.10. Counterparts. This Agreement may be executed in any number of counterparts, each which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.11. Termination. (a) This Agreement will terminate on the date of final payment by the Bank issuing its checks for the final payment of principal, redemption premium, if any, and interest of the Obligations.

(b) The Issuer may not terminate the Bank as Paying Agent/Registrar so long as the bank is the sole holder of the Obligations.

(c) If the Bank is not the sole holder of the Obligations, this Agreement may be earlier terminated upon sixty (60) days written notice by either party; provided, that, no termination shall be effective until a successor has been appointed by the Issuer and has accepted the duties imposed by this Agreement. The resigning Paying Agent/Registrar may petition any court of competent jurisdiction for the appointment of a successor Paying Agent/Registrar if an

instrument of acceptance by a successor Paying Agent/Registrar has not been delivered to the resigning Paying Agent/Registrar within sixty (60) days after giving notice of resignation.

(d) The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.12. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

[Execution Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CITY OF COPPERAS COVE, TEXAS

By: _____
Mayor Pro Tem

ATTEST:

City Secretary

EXTRACO BANKS, N.A.,
as Paying Agent/Registrar

By: _____
Title: _____

ANNEX "A"

SCHEDULE OF FEES FOR SERVICE AS PAYING AGENT/REGISTRAR

\$-0-

October 2, 2008

The Attorney General of Texas
William P. Clements Building
300 West 15th Street, 12th Floor
Austin, Texas 78701
Attention: Public Finance Division

Comptroller of Public Accounts
Thomas Jefferson Rusk Building
208 East 10th Street, Room 448
Austin, Texas 78701-2407
Attention: Cash and Securities Management Division

Re: City of Copperas Cove, Texas, Limited Tax Notes, Series 2008A

To the Attorney General:

The executed Initial Note of the captioned series of Notes has been or soon will be delivered to you for examination and approval. In this connection, enclosed herewith is a General Certificate executed and completed except as to date. When the Initial Note has received your approval and is ready for delivery to the Comptroller of Public Accounts for registration, this letter will serve as your authority to insert the date of your approval in the General Certificate and deliver the Initial Note to the Comptroller.

Should litigation in any way affecting such Notes develop, the undersigned will notify you at once. You may be assured, therefore, that there is no such litigation at the time the Initial Note is finally approved by you, unless you have been advised otherwise.

To the Comptroller:

The approved Initial Note of the captioned series of Notes will be delivered to you by the Attorney General of Texas. You are hereby requested to register the Initial Note as required by law and by the proceedings authorizing such Initial Note.

Following registration, you are hereby authorized and directed to notify and deliver the Initial Note to Vinson & Elkins L.L.P., Austin, Texas, which has been instructed to pick up same at your office.

Please deliver to Vinson & Elkins L.L.P., Austin, Texas, five copies of each of the following:

1. Attorney General's approving opinion; and
2. Comptroller's signature certificate.

Very truly yours,

CITY OF COPPERAS COVE, TEXAS

By _____
Mayor Pro Tem

CITY OF COPPERAS COVE, TEXAS

October 2, 2008

Extraco Banks, N.A.
100 West Central Texas Expressway
Harker Heights, Texas

Re: City of Copperas Cove, Texas, Limited Tax Notes, Series 2008A (the
“Obligations”)

Ladies and Gentlemen:

The Issuer and the Purchaser of the captioned series of Obligations have designated your bank as the place, and as their agent, for the delivery and payment of the captioned Obligations. The initial Obligation (the “Initial Obligation”) is being delivered to you and you are hereby authorized and directed to hold the Initial Obligation for safekeeping pending said delivery and payment.

Upon your receipt of the final unqualified legal opinions of Vinson & Elkins L.L.P., as to the validity of the Obligations, and upon receipt of payment therefor, you are authorized to deliver the Initial Obligation, representing the aggregate principal amount thereof, to the Purchaser.

You are further authorized and directed to remit all of the aforesaid proceeds received from the delivery and payment of the Obligations as further directed by First Southwest Company, Financial Advisor to the Issuer.

Sincerely,

CITY OF COPPERAS COVE, TEXAS

Mayor Pro Tem

GENERAL CERTIFICATE

We, the undersigned, Mayor Pro Tem and City Secretary, respectively, of the City of Copperas Cove, Texas (the "City"), hereby certify the following information:

I. General

1.1 This certificate relates to the City of Copperas Cove, Texas, Limited Tax Notes, Series 2008A (the "Obligations."). Capitalized terms used herein shall have the meanings assigned to such terms in the ordinance (the "Ordinance") authorizing the issuance of the Obligations.

1.2 The City is a duly incorporated Home Rule City operating under the Constitution and laws of the State of Texas and the duly adopted Home Rule Charter of the City, which Charter was last amended at an election held on September 10, 2005 (the "Charter Election"). A true and correct copy of the Home Rule Charter, together with the amendments approved at the Charter Election, were submitted to the Attorney General of Texas in connection with the approval the of the City's Combination Tax and Revenue Bonds of Obligation, Series 2005.

1.3 As of October 1, 2008 and as of the date hereof, the members of the City Council and certain other officers of the City are as follows:

[vacant], Mayor	Mark Peterson, Councilmember
Robert Reeves, Mayor Pro Tem	Charlotte Heinze, Councilmember
Willie Goode, Councilmember	Ray Don Clayton, Councilmember
Larry Sheppard, Councilmember	Frank Seffrood, Councilmember

Andrea Gardner, City Manager
Wanda Bunting, Financial Services Director
Jane Lees, City Secretary

1.4 The total principal amount of the presently outstanding tax-supported indebtedness of the City, after giving effect to the issuance of the Notes, is \$44,465,000.

1.5 According to the tax rolls of the City for the year 2008, which are the latest approved tax rolls of the City, the total assessed value of property subject to ad valorem taxation by the City is \$1,138,536,871.

1.6 The City is not in default in the payment of principal or interest on any of its outstanding obligations.

1.7 Neither the corporate existence nor boundaries of the City nor the title of its present officers to their respective offices is being contested, and no authority or proceedings for the issuance of the Bonds have been repealed, revoked, or rescinded.

1.8 A true and correct copy of the debt service schedule showing the actual annual debt service requirements of all the City's debt payable from ad valorem taxes is attached hereto as Exhibit A.

1.9 The City has appropriated, from lawfully available funds of the City, an amount sufficient to pay debt service on the Notes on February 15, 2009 and August 15, 2009.

II. Signature Identification and No Litigation

2.1 The undersigned Mayor Pro Tem and City Secretary officially executed and signed the Obligations, including the Initial Note delivered to the purchaser of the Obligations (the "Initial Obligation"), by manual signature or by causing facsimiles of our manual signatures to be imprinted or lithographed on each of the Obligations, and we hereby adopt said facsimile signatures as our own, respectively, and declare that said facsimile signatures constitute our signatures the same as if we had manually signed each of the Obligations; at the time we so executed and signed the Obligations we were, and at the time of executing this certificate we are, the duly chosen, qualified, and acting officers indicated therein and authorized to execute the same; and we have caused the official seal of the City to be impressed, printed, or lithographed on each of the Obligations, and said seal on the Bonds has been duly adopted as, and is hereby declared to be, the official seal of the City.

2.2 The Obligations, including the Initial Obligation, are substantially in the form, and have been duly executed and signed in the manner prescribed in the Ordinance.

2.3 No litigation is pending or, to our knowledge, threatened in any court to restrain or enjoin the issuance or delivery of the Obligations, the levy or the collection of the ad valorem taxes pledged to pay the principal of and interest on the Obligations, or the pledge thereof, or in any way contesting or affecting the validity of the Obligations, the Ordinance, the powers of the City or contesting the authorization of the Obligations or the Ordinance.

[Execution Page Follows]

EXECUTED AND DELIVERED ON _____.

Manual Signatures

Official Titles

Mayor Pro Tem, City of Copperas Cove, Texas

City Secretary, City of Copperas Cove, Texas

STATE OF TEXAS

§

§

COUNTIES OF BELL, CORYELL
AND LAMPASAS

§

§

Before me, the undersigned authority, on this day personally appeared Robert Reeves, Mayor Pro Tem of the City of Copperas Cove, Texas, known to me to be the person who signed the above and foregoing in my presence and who acknowledged to me that such person executed the above and foregoing Bond for the purposes stated therein.

Given under my hand and seal of office this _____.

[SEAL]

Notary Public, State of Texas

STATE OF TEXAS

§

§

COUNTIES OF BELL, CORYELL
AND LAMPASAS

§

§

Before me, the undersigned authority, on this day personally appeared Jane Lees, City Secretary of the City of Copperas Cove, Texas, known to me to be the person who signed the above Bond in my presence and who acknowledged to me that such person executed the above and foregoing Bond for the purposes stated therein.

Given under my hand and seal of office this _____.

[SEAL]

Notary Public, State of Texas

EXHIBIT A

Debt Service Schedule

(See attached schedule)

FINAL

City of Copperas Cove, Texas

\$2,190,000 Limited Tax Notes, Series 2008A

Sources & Uses

Dated 10/28/2008 | Delivered 10/28/2008

Sources Of Funds

Par Amount of Bonds	\$2,190,000.00
Total Sources	\$2,190,000.00

Uses Of Funds

Costs of Issuance	40,000.00
Deposit to Project Construction Fund	2,150,000.00
Total Uses	\$2,190,000.00

FINAL

City of Copperas Cove, Texas

\$2,190,000 Limited Tax Notes, Series 2008A

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
08/15/2009	Serial Coupon	3.610%	3.610%	70,000.00	100.000%	70,000.00
08/15/2010	Serial Coupon	3.610%	3.610%	165,000.00	100.000%	165,000.00
08/15/2011	Serial Coupon	3.610%	3.610%	245,000.00	100.000%	245,000.00
08/15/2012	Serial Coupon	3.610%	3.610%	305,000.00	100.000%	305,000.00
08/15/2013	Serial Coupon	3.610%	3.610%	295,000.00	100.000%	295,000.00
08/15/2014	Serial Coupon	3.610%	3.610%	250,000.00	100.000%	250,000.00
08/15/2015	Serial Coupon	3.610%	3.610%	860,000.00	100.000%	860,000.00
Total	-	-	-	\$2,190,000.00	-	\$2,190,000.00

Bid Information

Par Amount of Bonds	\$2,190,000.00
Gross Production	\$2,190,000.00
Bid (100.000%)	2,190,000.00
Total Purchase Price	\$2,190,000.00
Bond Year Dollars	\$10,905.92
Average Life	4.980 Years
Average Coupon	3.6100000%
Net Interest Cost (NIC)	3.6100000%
True Interest Cost (TIC)	3.6108624%

FINAL

City of Copperas Cove, Texas

\$2,190,000 Limited Tax Notes, Series 2008A

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
10/28/2008	-	-	-	-	-
02/15/2009	-	-	23,498.09	23,498.09	-
08/15/2009	70,000.00	3.610%	39,529.50	109,529.50	-
09/30/2009	-	-	-	-	133,027.59
02/15/2010	-	-	38,266.00	38,266.00	-
08/15/2010	165,000.00	3.610%	38,266.00	203,266.00	-
09/30/2010	-	-	-	-	241,532.00
02/15/2011	-	-	35,287.75	35,287.75	-
08/15/2011	245,000.00	3.610%	35,287.75	280,287.75	-
09/30/2011	-	-	-	-	315,575.50
02/15/2012	-	-	30,865.50	30,865.50	-
08/15/2012	305,000.00	3.610%	30,865.50	335,865.50	-
09/30/2012	-	-	-	-	366,731.00
02/15/2013	-	-	25,360.25	25,360.25	-
08/15/2013	295,000.00	3.610%	25,360.25	320,360.25	-
09/30/2013	-	-	-	-	345,720.50
02/15/2014	-	-	20,035.50	20,035.50	-
08/15/2014	250,000.00	3.610%	20,035.50	270,035.50	-
09/30/2014	-	-	-	-	290,071.00
02/15/2015	-	-	15,523.00	15,523.00	-
08/15/2015	860,000.00	3.610%	15,523.00	875,523.00	-
09/30/2015	-	-	-	-	891,046.00
Total	\$2,190,000.00	-	\$393,703.59	\$2,583,703.59	-

Yield Statistics

Bond Year Dollars	\$10,905.92
Average Life	4.980 Years
Average Coupon	3.610000%
Net Interest Cost (NIC)	3.610000%
True Interest Cost (TIC)	3.6108624%
Bond Yield for Arbitrage Purposes	3.6108624%
All Inclusive Cost (AIC)	4.0245988%

IRS Form 8038

Net Interest Cost	3.610000%
Weighted Average Maturity	4.980 Years

FINAL

City of Copperas Cove, Texas

\$2,190,000 Limited Tax Notes, Series 2008A

Proof Of Bond Yield @ 3.6108624%

Date	Cashflow	PV Factor	Present Value	Cumulative PV
10/28/2008	-	1.000000x	-	-
02/15/2009	23,498.09	0.9894198x	23,249.48	23,249.48
08/15/2009	109,529.50	0.9718733x	106,448.80	129,698.27
02/15/2010	38,266.00	0.9546380x	36,530.18	166,228.45
08/15/2010	203,266.00	0.9377083x	190,604.22	356,832.67
02/15/2011	35,287.75	0.9210789x	32,502.80	389,335.47
08/15/2011	280,287.75	0.9047443x	253,588.75	642,924.22
02/15/2012	30,865.50	0.8886995x	27,430.15	670,354.37
08/15/2012	335,865.50	0.8729391x	293,190.14	963,544.51
02/15/2013	25,360.25	0.8574583x	21,745.36	985,289.87
08/15/2013	320,360.25	0.8422520x	269,824.08	1,255,113.95
02/15/2014	20,035.50	0.8273154x	16,575.68	1,271,689.62
08/15/2014	270,035.50	0.8126437x	219,442.65	1,491,132.28
02/15/2015	15,523.00	0.7982322x	12,390.96	1,503,523.23
08/15/2015	875,523.00	0.7840762x	686,476.77	2,190,000.00
Total	\$2,583,703.59	-	\$2,190,000.00	-

Derivation Of Target Amount

Par Amount of Bonds	\$2,190,000.00
Original Issue Proceeds	\$2,190,000.00

FINAL

City of Copperas Cove, Texas

\$2,190,000 Limited Tax Notes, Series 2008A

Derivation Of Form 8038 Yield Statistics

Maturity	Issuance Value	Price	Issuance PRICE	Exponent	Bond Years
10/28/2008	-	-	-	-	-
08/15/2009	70,000.00	100.000%	70,000.00	0.7972222x	55,805.56
08/15/2010	165,000.00	100.000%	165,000.00	1.7972222x	296,541.67
08/15/2011	245,000.00	100.000%	245,000.00	2.7972222x	685,319.44
08/15/2012	305,000.00	100.000%	305,000.00	3.7972222x	1,158,152.78
08/15/2013	295,000.00	100.000%	295,000.00	4.7972222x	1,415,180.56
08/15/2014	250,000.00	100.000%	250,000.00	5.7972222x	1,449,305.56
08/15/2015	860,000.00	100.000%	860,000.00	6.7972222x	5,845,611.11
Total	\$2,190,000.00	-	\$2,190,000.00	-	\$10,905,916.67

IRS Form 8038

Weighted Average Maturity = Bond Years/Issue Price	4.980 Years
Total Interest from Debt Service	393,703.59
Total Interest	393,703.59
NIC = Interest / (Issue Price * Average Maturity)	3.6100000%
Bond Yield for Arbitrage Purposes	3.6108624%

October 2008 Tax Notes
Summary of Debt Issuance by Fund

Tax Supported Projects	<u>\$ 1,040,000</u>
Golf Course Equipment / Projects	<u>\$ 30,000</u>
Water and Sewer Equipment / Projects	<u>\$ 630,000</u>
Solid Waste Equipment / Projects	<u>\$ 280,000</u>
Drainage Equipment / Projects	<u>\$ 170,000</u>
Bond Issuance Costs	<u>\$ 40,000</u>
Total October 2008 Tax Note Issue	<u><u>\$ 2,190,000</u></u>

City of Copperas Cove

City Council Agenda Item Report

October 2, 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 Ordinance No. 2008-37 authorizing the issuance and sale of City of Copperas Cove, Texas, Limited Tax Notes, Series 2008-A, in the aggregate principal amount of \$2,190,000; awarding the sale of said notes; levying a tax in payment thereof; prescribing the form of said notes; and enacting other provisions relating to the subject.

1. BACKGROUND/HISTORY

During the 2008-09 Budget, City Council approved funding for capital projects and equipment purchases in the amount of \$2,210,000 with knowledge that a tax note issuance would be required. Furthermore, the adopted tax rate includes the issuance of this debt. City Council adopted the property tax rate of 74.00 cents per \$100/assessed valuation on September 16, 2008. The tax rate of 74.00 cents included the option of issuing debt in the amount of \$2,210,000 of which \$835,000 was tax supported debt to cover the capital projects.

2. FINDINGS/CURRENT ACTIVITY

In September 2008, City staff reviewed the items and determined that a couple of additional projects needed to be added to this issuance along with some deletions and other minor adjustments. City Council was informed of updates in an informational memo to City Council on September 22, 2008. City staff proceeded to work with the City's Financial Advisors, First Southwest Company, on the tax note issuance for these various projects. The following projects are included in the proposed issuance:

- Building & Development and Code & Health Compliance relocation costs.
- Fire Department equipment, fleet purchases and facility repairs.
- City servers and various hardware and software for Planning.
- Parks and Recreation fleet purchases.
- Police Department equipment and fleet purchases.
- Street equipment and projects.
- City facilities - lighting upgrade.
- Water and Sewer equipment, fleet purchases, and facility improvements.
- Water and Sewer Projects.
- Solid Waste equipment and Recycling Center expansion.

- Golf Course equipment.
- Drainage Projects and equipment purchases for drainage maintenance.

The principal and interest payments associated with the equipment for the golf course will be paid from the revenue generated at the golf course. In light of drainage issues experienced over the past year two years, the City is continuing to work on corrective actions and additional funding for drainage projects and equipment is required. The solid waste equipment and recycling center expansion will improve the services provided by the Solid Waste Department and have the potential of increasing recycling revenues.

With these additional changes, the total debt issuance amount is \$2,190,000. First Southwest Company secured a bid of 3.61 percent for a term of seven (7) years on the proposed issuance.

3. FINANCIAL IMPACT

Attached you will find a copy of the summary of debt issuance by fund, debt service schedule, ordinance, and other issuance documents for your review.

4. ACTION OPTIONS/RECOMMENDATION

Staff recommends that the City Council approve Ordinance No. 2008-37 providing for the issuance and sale of the City of Copperas Cove, Texas, Limited Tax Notes, Series 2008-A.



City of Copperas Cove

DEVELOPMENTAL PROJECTS

House Creek North Phase III

- 320 lots - 3rd phase of House Creek North
- Water, Sewer, Drainage and Streets
- Developer is Emmons Construction, Ltd.
- Contractor is Smith Construction

House Creek North, Ph. III Completed



Summer Place

- 71 duplex lots off Summers Road
- Water, Sewer, Drainage and Streets
- Developer is Jimmy Clark Homes
- Contractor is Smith Construction

- Final walk-through conducted 09-12-08

Summer Place Completed



Taylor Creek Elementary School

- Lampasas ISD project on Big Divide Road
- Will utilize City water and sewer
- Construction started

Foundation Started





City of Copperas Cove

DEVELOPMENTAL PROJECTS

City of Copperas Cove City Council Agenda Item Report

October 2, 2008

Agenda Item J-1

Contact – Wesley Wright, P.E., City Engineer, 547-0751
wwright@ci.copperas-cove.tx.us

SUBJECT: Developmental Projects Update.

1. BACKGROUND/HISTORY

Attached is the Developmental Projects Update. This report is submitted to the City Council for review. The report provides a summary analysis of Developmental Projects within the City.

2. FINDINGS/CURRENT ACTIVITY

None.

3. FINANCIAL IMPACT

None.

4. ACTION OPTIONS/RECOMMENDATION

None.



City of Copperas Cove

**CAPITAL IMPROVEMENT
PROJECTS**

East Pump Station

- 500,000 gallon water tank (completed)
- Install a pumping station on site
- Projected cost = \$1.4 Million dollars
- Estimated Completion – End of 2008

500,000 Gallon Concrete Tank



Pump House



Turkey Run Pump Station

- Bid Awarded August 19th
- Electrical upgrade of facility
- New concrete pad for 3 pumps
- Complete service of existing pumps
- Add 1 new pump
- 30" water line – from station to Wolfe Road
- Estimated project cost: \$1.579 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
- New sprinkler heads and signage remains
- Sprinkler heads completed by November
- 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



Purple cover for control valve



New Effluent Sprinkler Head



Hughes Mountain Tank Rehabilitation

- Repairs and Maintenance
- Repaint inside and outside
- Estimated start date of November 1, 2008
- Estimated cost: \$200,000

Water tank to be repaired and repainted



Summers Road Reconstruction

- FM 1113 to Lutheran Church Road
- Widening of roadway from 18' to 40'
- 3 - 12' lanes
- Curb and gutter entire length
- Drainage improvements
- Plans ready for bid by October 1st
- Estimated cost: \$1.5 million

Low water crossing at Sunflower Trail which goes into
Summer Place Subdivision



Low water crossing between Matt Drive and Ashley Drive



Utility Relocation-Reliever Route

- **Relocate city sewer/water lines**
- **TxDOT final alignment due November**
- **Estimated cost: \$2.0 Million**

Future Capital Improvements Projects

- Northeast & 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
- Long Mountain tank rehabilitation

Future Capital Improvements Projects

- Mesa Verde II and III water project
- Valley at Great Hills water project
- Fire Station #2 relocation
- Taylor Mountain
- Northwest Water Loop
- Water Model Improvements Phase I
 - Micken Mtn. Tank and Seven Mile Tank



City of Copperas Cove

**CAPITAL IMPROVEMENT
PROJECTS**

City of Copperas Cove City Council Agenda Item Report

October 2, 2008

Agenda Item J-2

Contact – Wesley Wright, P.E., City Engineer, 547-0751
wwright@ci.copperas-cove.tx.us

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.