



**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 **5th day of May 2009 at 7:00 p.m.** in the City Hall Council Chambers at 507 South Main Street, Copperas Cove, Texas 76522, at which time the following subjects will be discussed:

A. CALL TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE

C. ROLL CALL

D. ANNOUNCEMENTS

E. PUBLIC RECOGNITION

1. Proclamation: Law Enforcement Torch Run Day for Special Olympics Texas. **John Hull, Mayor**
2. Proclamation: National Day of Prayer. **John Hull, Mayor**
3. Employee Service Awards—May 2009. **Andrea M. Gardner, City Manager**
 - John Rogers, Operator II Sewer Collection – 5 Years
 - Robert Terry, Patrol Officer – 5 years

F. CITIZENS FORUM At this time, citizens will be allowed to speak for a length of time not to exceed five minutes per person. Thirty minutes total has been allotted for this section.

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 April 21, 2009 regular council meeting. **Jane Lees, City Secretary**
2. Consideration and action on a resolution, authorizing and supporting the City Manager in the submission of a grant application to Texas STEP. **Daniel Austin, Police Lieutenant**
3. Consideration and action on authorizing the release of funds from the Hotel Occupancy Tax Fund to the Boys and Girls Club of Copperas Cove. **Wanda Bunting, Director of Financial Services**
4. Consideration and action on authorizing the release of funds from the Hotel Occupancy Tax Fund to the Copperas Cove Country Opry. **Wanda Bunting, Director of Financial Services**
5. Consideration and action on authorizing the purchase of digital in-car video systems, additional wireless microphones, and extended factory warranties through Tarrant County Cooperative Purchasing. **Eddie Wilson, Police Lieutenant**
6. Financial Report for the Month ended March 31, 2009. **Wanda Bunting, Director of Financial Services**
7. Consideration and action on a resolution accepting the quarterly investment report as presented for the quarter ending March 31, 2009 per the Investment Policy. **Wanda Bunting, Director of Financial Services**
8. Consideration and action on authorizing the release of funds from the Hotel Occupancy Tax Fund to the Copperas Cove Chamber of Commerce to satisfy the quarterly installment due for period ending March 31, 2009. **Wanda Bunting, Director of Financial Services**
9. Consideration and action on a resolution authorizing and supporting the City Manager in the submission of a grant application and other related mandatory documents to the U.S. Department of Justice, Office of Justice Programs' (OJP) Bureau of Justice Assistance (BJA) Recovery Act: Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program. **Tim Molnes, Police Chief**

H. PUBLIC HEARINGS/ACTION

1. Public Hearing on an ordinance amending the 2008-09 fiscal year budget for the City of Copperas Cove. **Wanda Bunting, Director of Financial Services**

I. ACTION ITEMS

1. Consideration and action on appointment of an alternate member to fill a vacancy on the Board of Adjustment. **Carl Ford, Director of Community Development**
2. Consideration and action, authorizing the purchase of a Frazer Type I Ambulance from Frazer, Ltd., through the HGAC Cooperative purchasing program. **Mike Baker, Fire Chief**
3. Consideration and action on an ordinance amending the City's "Fee Schedule". **Wanda Bunting, Director of Financial Services**
4. Consideration and action on adopting a resolution authorizing the Fire Chief to apply for a grant through the United States Department of Homeland Security, Federal Emergency Management Agency, Assistance to Firefighter's Grant Program for new Self Contained Breathing Apparatus (SCBA). **Mike Baker, Fire Chief**
5. Consideration and action on approval of the revised Performance Agreement and Commercial Real Estate Contract for sale of EDC spec building to Cinergy Cinemas. **Jerry Conner, Executive Director, Copperas Cove Economic Development Corporation**
6. Consideration and action on approval of the 2008-09 amended Copperas Cove Economic Development Corporation Budget. **Jerry Conner, Executive Director, Copperas Cove Economic Development Corporation**
7. Consideration and action on approval of a contract to purchase a digital sign. **Jerry Conner, Executive Director, Copperas Cove Economic Development Corporation**
8. Consideration and action on authorizing the City Manager to execute an amendment to the April 30, 2007 agreement with the Copperas Cove Economic Development Corporation concerning a land exchange between the City of Copperas Cove and Fort Hood. **Andrea M. Gardner, City Manager**

J. REPORTS FROM OUTSIDE ENTITIES, ADVISORY COMMITTEES AND BOARDS

1. Copperas Cove Country Opry second quarter report for FY 2008-09. **William K. Hall, Copperas Cove County Opry**
2. Chamber of Commerce first quarter report for calendar year 2009. **Marty Smith, President, Copperas Cove Chamber of Commerce**

3. Presentation update from the Copperas Cove Animal Advisory Committee.
Mike Heintzelman, Deputy Chief of Police

K. ITEMS FOR FUTURE AGENDAS

L. EXECUTIVE SESSION – None.

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

N. ADJOURNMENT

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 _____, May 1, 2009, on the glass front door of City Hall, a place convenient and readily accessible to the general public at all times.

Jane Lees, City Secretary



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

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

Notice is hereby given that a **Workshop** of the City of Copperas Cove, Texas will be held on the **5th day of May 2009**, 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 fire codes. ***Mike Baker, Fire Chief***
2. Presentation and discussion of the Fire Department Strategic Master Planning Program. ***Mike Baker, Fire Chief***

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 _____, May 1, 2009, 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

City of Copperas Cove Fire & EMS

Vision 2010 and Beyond



Strategic Master Planning Program

**Long Range Planning for
Prevention, Suppression,
Rescue and EMS Services**



Strategic Master Plan

- **Comprehensive process focusing on five major functional areas**
- **Core values and legitimacy**
- **External Stakeholders and Programs**
- **Planning and Direction**
- **Operations**
- **Administration**



Core Values and Legitimacy

- Focus on what we do best and what our expectations are?
- Identify the current status of organization



External Stakeholders and Programs

- Identify legitimate authority for our organization
- Identify expectations of the community
- Identify expectations of other City Departments
- Conduct cost/benefit analysis of every service/program provided



Planning and Direction

- **Develop long range plans and achievable goals for organization**
- **Develop performance measures and accountability**
- **Implement strategies to achieve goals**
- **Establish evaluation tools to measure success**



Operations

- **Clearly define and communicate the organizations expectations**
- **Focus on mandated services and strive for constant improvement**
- **Develop a clear road map for the success of every member of the organization**



Administration

- **Develop support system for identified programs to facilitate efficient delivery**
- **Managed competition model to evaluate cost effectiveness of programs**
- **Team players in supporting the other departments and divisions of the city**



Focused Areas

- Personnel
- Facilities
- Apparatus
- Equipment
- Training
- Prevention and Education



Personnel



Personnel

- **Collectively, most important asset!**
- **Reorganization for more efficient use of available resources**
- **Emphasis on customer service**



Changes

- **Delete separate EMC position, now performed by Fire Chief**
- **Delete Support Services Officer position**
- **Reclassify Fire Marshal/Captain to Division Chief of Fire Prevention**
- **Reclassify Training/EMS Chief to Division Chief of Training**



Changes continued

- **Reclassify Administrative Assistant adding – Fire/EMS**
- **Reclassify part time Administrative Assistant to full time.**
 - **Add emergency management support**
- **Add new Fire Inspector / Investigator to the Fire Prevention Division**



Changes continued

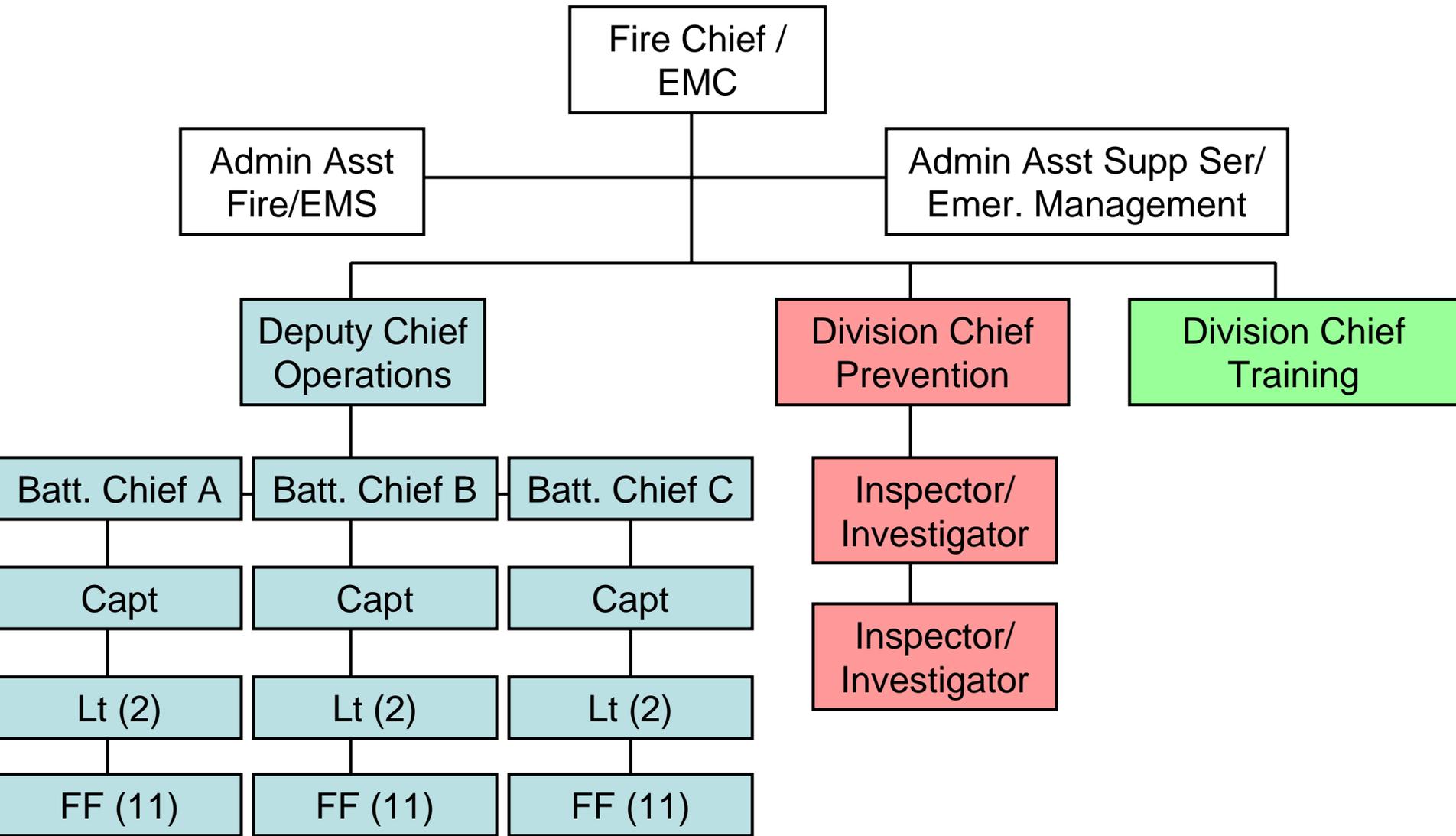
- **Reclassify Fire Inspector/Lieutenant to Fire Inspector/Investigator**
- **Reclassify Deputy Fire Chief/Emergency Management to Deputy Fire Chief - Operations**



Proposed **Future** Changes

- Add a Fire Rescue Training Officer position under the Division Chief of Training
- Add an EMS Officer under the Division Chief of Training
- Add 6 Firefighter – Paramedic positions, two per shift





Financial Impact

- **Delete EMC position**
 - Salary savings since October 01, 2008
- **Delete Support Services Officer**
 - Salary savings since October 01, 2008
- **Reclassify Fire Marshal/Captain to Division Chief Fire Prevention**
 - Specified under International Fire Code Section 103 Department of Fire Prevention, 103.1 General



Financial Impact cont.

- **Reclassify Administrative Assistant from part time to full time**
 - Will provide administrative support to the EMC with the additional hours



Financial Impact cont.

- **Add Inspector/Investigator**
 - Salary savings since October 01, 2008
- **Reclassify Administrative Assistant to add - Fire/EMS**
 - No cost
- **Reclassify Fire Inspector/Lieutenant to Inspector/Investigator**
 - No cost



Financial Impact cont.

- **Reclassify Deputy Fire Chief / Emergency Management to Operations**
 - No cost
- **Reclassify Training/EMS Chief to Division Chief – Training**
 - No cost
- **Total Additional Cost = \$41,341**
- **Total Cost Savings = <\$57,704>**
- **Net financial impact = <\$16,363>**



Financial Assumptions

- All salaries and benefits calculated by Human Resources for current fiscal year
- Savings calculated as of April or approximately half of the fiscal year.



Personnel SMP

- Focus on verifiable need for additional personnel
- Comprehensive Labor Market studies
- Policy on staffing based on multiple models including NFPA, ISO and ICMA
- Maintain ISO PPC Class 2



FACILITIES



CENTRAL

- More space available now that Code Enforcement moved to new building
- Primary mission now: repair roof leaks
 - Contract awarded to 5th Wall Roofing, same contractor approved for roof of new police station.



Station 2

- **Survey is complete, land negotiations near completion**
- **Next steps:**
 - RFP for design and engineering
 - Hire architect, needs assessment, programming, design, select delivery method, select contractor, construct, move in



Station 3

- **Study needed for possible expansion for space now and future growth**
- **Consider training facility near present location**
- **Consideration for joint use facility, i.e., Police Substation**



Future Station 4

- **Need to acquire land soon**
- **Station location study needed using ISO standards**
- **Managed controlled growth with community**
- **Multi-use facilities are encouraged**
 - **Branch Library, Police Substation, Parks Substation, etc.**



Apparatus



Apparatus

- Engines
- Aerial
- Booster/Brush
- Rescue
- Support vehicles
- Ambulances



Apparatus Maintenance

- **Managed preventive maintenance program (PM)**
- **PM based on engine hours and actual use, not just mileage**
- **Replacement included in equipment capital improvement program (CIP)**



Apparatus Maintenance

- **\$20,000 plus expended in first 3 months**
- **Original budget \$15,000.**
 - **~\$9,200 for motor rebuild**
 - **Additional ~\$10,000 overall**
 - **Tires all around**
 - **Unit 4417 – Engine 1**
 - **Unit 4401 – Ladder 1**
 - **Unit 4499 – Engine 3**



Apparatus

- **County provided engine here – ordering equipment now**
- **Need new engine to replace 4417**
- **Consider rescue vehicle to lighten load on larger vehicles**
- **Need to plan for Ladder replacement**
 - 2 to 3 years
- **Need to plan for additional engine replacement**
 - 3 to 5 years



Apparatus

- **Include equipment replacement in apparatus purchase**
- **Additional new apparatus to coincide with new station(s)**



Apparatus

- Need new ambulance now – on agenda
- Need to replace/remount 2 more within 2-3 years
- Replace equipment



Equipment



Equipment

- **Complete inventory with detailed descriptions**
- **Managed preventative maintenance program**
- **Grants obtained & being sought**
 - On agenda



Equipment

- **Categories**
 - Firefighting
 - Rescue
 - EMS
 - Training
 - Administrative



Training



Training

- **Career Development Matrix**
- **Organizational goals clearly defined**
- **Remove barriers to growth**
- **Concentration on Core Competencies**
- **Facilities and equipment investment needed**



Training

- **Expanded resources needed to raise level of deliverable services**
- **Investment offset with reduction in liability exposure**
- **Risk vs. Benefit Analysis**



Prevention and Education



Prevention and Education

- Reorganize for efficient use of resources & compliance with Code
- Clearly identify organizational goals and priorities
- Include 5 E's of Community Risk Reduction
 - Education, Engineering, Enforcement, Emergency Response, Economic incentives



Prevention and Education

- Expanded resources needed to raise level of deliverable services
- Investment offset with reduction in lost revenues
 - Property tax
 - Sales tax
 - Enterprise fees



CODES

- **Currently using 2000 International Fire Code**
 - 2003 Building Code, 1999 Electrical Code
- **2009 versions available now**
- **Many differences in 9 years**
 - New technology
 - New building materials
 - More safety measures



CODES CONTINUED

- **Some changes reactive**
 - 2003 Station Night Club Fire
 - 2007 Super Sofa Store Fire
- **Intent of model codes**
 - **Set minimum acceptable standards**
 - Construction and maintenance
 - **Safety of occupants**
- **Competing interests**
 - **Developers, Insurance Companies, City**



CODES CONTINUED

- **Costs vs. Benefits**
 - BOA variances, usually trade-offs
- **Example “Residential Fire Sprinklers”**
 - The Villages, Texas since 2003
 - Cost range 70 cents to \$1.25 per square foot (\$1400 to \$2500 – 2000’)
 - Insurance savings if installed
 - Many cities/HOA’s require lawn sprinklers now



Codes Continued

- **Other effects:**
 - **ISO PPC and BCEGS rating**
 - **Marketing - Economic Development**
 - **Overhead costs for businesses**
 - **City Brand – “City Built for Family Living”**
 - **Citizen Safety identified as priority**
 - **Part of the 5 E’s of community risk reduction**



Codes Continued

- **Ultimately the City has options when adopting codes**
 - Adopt as written
 - Amend to exclude certain sections
 - Amend to add local requirements
- **Important to adopt as a family to avoid confusion between codes**



Administration



External Policies and Programs

- Review and update all vendor contracts
- Review and update all inter-local agreements to include mutual aid
- Review and update all professional services contracts to include billing & collection and medical direction



Internal Policies and Programs

- Review and update all Standard Operational Procedures & Guidelines
- Review and update all rules, regulations & policies
- Implement performance measures and efficiency goals in all programs & services
- Capture verifiable & quantifiable data



Planning for the Future



Address Immediate Needs

- Reorganization for efficiency
- Apparatus and equipment needs
- Professional development program



Long Range Planning Process

- **Strategic Master Plan**
 - Needs assessment
 - GAP analysis
 - SWOT analysis
 - *No sacred cows!*
 - Managed competition



Planning Process

- **Strategic Master Plan Committee**
 - Cross-Section of organization and external stakeholders
- **Detailed, structured process using successful best practices model**
- **Final version adopted by City Council as plan for Fire / EMS services**
- **Re-evaluation every 3 years**



Timeline

- **Phase I – Needs assessment – 4 to 6 months**
- **Phase II – Planning and Programming – 3 to 4 months**
- **Phase III – Documentation of findings against industry and best practices standards – 4 weeks**
- **Review of final draft by committee, internal and external stakeholders – 6 weeks**
- **Adoption of Plan by governing body**



QUESTIONS?



City of Copperas Cove

City Council Agenda Item Report

May 5, 2009

Agenda Item No. I-1

Contact – Carl Ford, Director of Development Services, 547-4221
cford@ci.copperas-cove.tx.us

SUBJECT: Consideration and action on appointment of an alternate member to fill a vacancy on the Board of Adjustment.

1. BACKGROUND/HISTORY

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

Position One – Phillip Lavalis
Position Two – Robin Hopkins
Position Three – Charles Hendricks
Position Four – Frank D. Somera, Jr.
Position Five – Billy Minton
Alternate – James Morival
Alternate – Vacant

The Alternate position became vacant on March 3, 2009 when the City Council appointed Alternate Member Frank D. Somera, Jr. to Position 4.

2. FINDINGS/CURRENT ACTIVITY

Currently the City has one application from Annabelle L. Smith. The application is attached for your review. Upon filling the vacant position, the Board of Adjustment will have no current vacancies.

3. FINANCIAL IMPACT

None.

4. ACTION OPTIONS/RECOMMENDATION

City staff recommends appointing an Alternate Member to fill the vacancy for an unexpired term ending June 30, 2011.

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

Name Annabelle L. Smith Date 5/30/08
Address 904 Holly Copperas Cove, Tx 76522
Home Phone (254) 547-9833 Office Phone (254) 526-1205 Mobile Phone (254) 628-0683
Fax (254) 526-1480 E-mail Annabelle.Smith@ctcd.edu
Occupation College Administrator - Central Texas College
Volunteer/Community Service Keep Copperas Cove Beautiful, C.C. Downtown Assoc. CC Chamber of Commerce, Coryell County Appraisal District Board, Exchange Club, Code Enforcement Review Committee
Professional Affiliations Texas Assoc. of Collegiate Veteran Program Officials (29 years - 25 as an officer)
Western Association of Veteran Educational Spec) Texas Assoc of Stu. Fin. Aid Admin) Nat. Assoc Fin Aid Admin
Areas of Interest Crafts - reading - writing
Education BS/Mid Mgmt MS/ Psychology - Univ of Central Texas

I would like to be considered for the following:

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

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

**USAA
Frankfort Germany
1969 – 1972
1965 – 1967**

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

**Crawford & Company
1965 – 1969**

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

**1959 – 1962
US WACS**

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



PROCLAMATION

WHEREAS, On May 19, 2009, the CenTex Law Enforcement Committee for Special Olympics, our Guardians of the Flame, will begin their journey; and

WHEREAS, The support provided by this dedicated group has contributed greatly to programs in our communities, which involve more than 24,675 athletes with mental retardation in Texas; and

WHEREAS, To highlight their efforts and the Special Olympics Program, over 500 volunteers will carry the torch more than 2,500 miles to Arlington, Texas to present it at the Summer Games Opening Ceremonies on May 22, 2009; and

WHEREAS, Here in Texas, Law Enforcement Torch Run began in 1985 and has grown to become the largest in the nation; and

WHEREAS, The Special Olympics athletes oath, "Let me win, but if I can not win, let me be brave in the attempt," inspires Law Enforcement Torch Run volunteers to carry the torch for them.

NOW, THEREFORE, I, John Hull, Mayor of the City of Copperas Cove, Texas do hereby proclaim May 19, 2009, shall be observed as:

"Law Enforcement Torch Run Day for Special Olympics Texas"

in the City of Copperas Cove, Texas, and I urge each and every citizen to recognize the efforts and the crucial role that Special Olympics Law Enforcement Torch Run volunteers play in the lives of Special Olympics athletes.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Copperas Cove to be affixed this 5th day of May 2009.

John Hull, Mayor

ATTEST:

Jane Lees, City Secretary



PROCLAMATION

WHEREAS, Throughout our Nation’s history, numerous occasions have arisen where there has been a need, and a call for prayer; and

WHEREAS, Benjamin Franklin, in the assembly of those gathered for the Constitutional Congress in 1787, said “In the beginning of the contest with Great Britain, when we were sensible of danger, we had daily prayers in this room for divine protection. Our prayers were heard, and they were graciously answered.... Have we now forgotten this powerful Friend? Or do we no longer need His assistance? I have lived a long time, and the longer I live, the more convincing proofs I see of this truth: “that God governs the affairs of man.” And if a sparrow cannot fall to the ground without His notice, is it probable that an empire can rise without his aid?”; and

WHEREAS, President Abraham Lincoln issued exhortations to prayer calling for the people to humble themselves; and

WHEREAS, During World War II, President Franklin Roosevelt led our citizens in prayer over the radio, asking God to protect our sons in battle; and

WHEREAS, Congress, by Public Law 100-307, as amended, has called upon our citizens to reaffirm the role of prayer in our society and to honor the freedom of religion by recognizing annually a “National Day of Prayer.”

NOW, THEREFORE, I, John Hull, Mayor of the City of Copperas Cove, Texas, join with cities around our Nation in proclaiming May 7, 2009 as a

“National Day of Prayer”

in Copperas Cove Texas, and invite all citizens to join with our community here in the City Council Chambers, at noon on that day and humbly seek God for his continued guidance over our City, our State and our Nation.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Copperas Cove to be affixed this 5th day of May 2009.

John Hull, Mayor

ATTEST: _____
Jane Lees, City Secretary

**CITY OF COPPERAS COVE
CITY COUNCIL REGULAR MEETING MINUTES
April 21, 2009 – 7:00 P.M.**

A. CALL TO ORDER

Mayor John Hull 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

Rev. Steve Schmidt of Grace United Methodist Church gave the Invocation, and Mayor Hull led the Pledge of Allegiance.

C. ROLL CALL

ALSO PRESENT

John Hull, Mayor
Cheryl L. Meredith, Position 1
Larry D. Sheppard, Position 2
Chuck Downard, Position 3
Danny Palmer, Position 4
Bill L. Stephens, Position 5 – Absent
Willie C. Goode, Position 6
Frank Seffrood, Position 7 – Absent

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

D. ANNOUNCEMENTS

Council Member Downard reminded everyone that April 25, 2009 was the “Spring Clean Up Event” from 8:00 a.m. to 4:30 p.m. at the City’s Solid Waste Department, 2605 South FM 116.

Mayor Hull announced the “Household Hazardous Waste Collection Days” on May 9, 2009 at the Public Works Facility in the City of Lampasas, 201 Brown Street, from 9:00 a.m. to 2:00 p.m.

Council Member Danny Palmer announced that the Shriner’s would be at Wal-Mart on April 25 and 26, 2009 to collect donations for the Shriner’s Hospital.

Council Member Goode said that Early Voting for the May 9, 2009 General election begins on Monday, April 27, 2009. He urged everyone to get out and vote.

E. PUBLIC RECOGNITION

1. Proclamation: Fair Housing Month, April 2009. ***John Hull, Mayor. John Hull, Mayor***

Mayor John Hull read the proclamation and presented it to Beth Correa, Regional Planner with the Central Council of Governments. Ms. Correa thanked the City for the proclamation and announced that there is a Fair Housing Event on April 28, 2009 from 10:00 a.m. to 4:00 p.m. at the CTCOG office building, 2180 North Main Street in Belton.

The event is open to the public for the purposes of distributing information. Multiple agencies will be on hand during the event to answer questions regarding new home owner loans, low income housing, low interest home rates, and Fair Housing Law questions.

F. CITIZENS' FORUM At this time, citizens will be allowed to speak for a length of time not to exceed five minutes per person. Thirty minutes total has been allotted for this section.

Roger O'Dwyer, 1703 Highland Drive. Mr. O'Dwyer discussed several items. First, the Council Rules of Procedures and Order of Meetings; the election of a mayor pro tem; and finally the costs for implementation of the proposed adoption of the ICC 2006 building codes.

G. CONSENT ITEMS

1. Consideration and action on approval of minutes from the April 7, 2009 regular council meeting. **Stefanie Brown, Deputy City Secretary**

2. Consideration and action to reject all bids for dry cleaning services for police uniforms. **Eddie Wilson, Police Lieutenant**

3. Consideration and action on authorizing the release of funds from the General Fund public relations account to the United Services Organization (USO). **Wanda Bunting, Director of Financial Services**

4. Residential and commercial development, quarterly update. **Carl Ford, Director of Development Services**

5. Consideration and action on granting Council Member Bill L. Stephens, Position 5, an excused absence for the April 21, 2009 Regular Council Meeting. **Jane Lees, City Secretary**

6. Consideration and action on authorizing the Mayor to execute a Memorandum of Understanding between the City of Copperas Cove, Fort Hood, the City of Gatesville, the City of Harker Heights, and the City of Killeen regarding the Cen-Tex Sustainable Communities Partnership. **Carl Ford, Director of Development Services**

Council Member Downard made a motion to approve consent items G-1, G-2, G-3, G-4, G-5, and G-6. Council Member Goode seconded the motion, and with a unanimous vote, motion carried.

H. PUBLIC HEARINGS/ACTION

1. Public hearing, consideration and action on an ordinance providing a zoning change for 0.461 acre tract out of the W. P. Hardeman Survey, Abstract #454, locally known as the 1549 East Highway 190, from B-4 Business District to

B-5 Business District, providing a savings clause; and declaring an effective date.
Carl Ford, Director of Development Services

Mayor Hull opened the public hearing.

Carl Ford, Director of Development Services, gave an overview of agenda item H-1.

Speaking for: None.

Speaking Against: None.

Mayor Hull closed the public hearing.

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

I. ACTION ITEMS

1. Consideration and action upon adopting a Resolution opposing House Bill 4441. **Wesley Wright, P.E., City Engineer**

Wesley Wright, City Engineer, gave an overview of agenda item I-1.

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

The Resolution caption is as follows:

RESOLUTION NO. 2009-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, OPPOSING HOUSE BILL 4441.

2. Report and possible discussion of legal opinion on the irregularities of the Copperas Cove Economic Development Corporation/Cinergy Cinemas' changeable electronic variable message sign, CEVMS. **Charles E. Zech, City Attorney**

Charles E. Zech, City Attorney, gave an overview of agenda item I-2. He summarized his findings as follows: "The City Council is required by state law to approve all expenditures and programs of the CCEDC. The City Council has not approved any expenditure for the digital sign, the Performance Agreement or the commercial Property Contract. The Performance Agreement generally, and as it relates to the digital sign, does not comply with state law. The agenda posting for the meeting at which the CCEDC approved the Performance Agreement and Commercial Property Contract was potentially not in compliance with the Texas Open Meetings Act. If the proposed purchase of a digital sign does not comply with the requirements of a promotional expenditure it must be authorized under another provision of the LGC."

Mr. Zech stated that the findings can be remedied. Mr. Dan Yancey, CCEDC Chair, spoke, saying that there was no intent by the EDC to circumvent the law and that they will do whatever needs to be done and make corrections. Robert Gradel, Attorney for the CCEDC, stated that he holds a difference of opinion on the matter with the City Attorney; however, he will do everything possible to stay in the spirit and letter of the law. Mr. Zech stated that it was clear to him the EDC wanted to resolve these issues and bring back the items in question to the City Council at a future date.

3. Consideration and action on authorizing the City Manager to execute a contract with Horseshoe Construction, Inc. for the Community Development Block Grant (CDBG) Sewer Rehabilitation Project. **Robert M. McKinnon, Public Works Director**

Robert M. McKinnon, Public Works Director, gave an overview of agenda item I-3.

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

4. Consideration and action on a resolution approving the attached General Legislative Policy of the City of Copperas Cove. **Andrea M. Gardner, City Manager**

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

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

The Resolution caption is as follows:

RESOLUTION NO. 2009-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, APPROVING THE ATTACHED GENERAL LEGISLATIVE POLICY OF THE CITY OF COPPERAS COVE.

5. Consideration and action on commissioner appointments to fill vacancies on the Planning and Zoning Commission. **Carl Ford, Director of Development Services**

Mayor Hull announced that Mr. Sandor Vegh requested his application be withdrawn at this time.

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

Council Member Goode made a motion to appoint Martin C. Rodriguez to Position 1 from April 21, 2009 through June 30, 2009 and Earl D. Holt to Position 6 from April 21, 2009 through June 30, 2011. Council Member Sheppard seconded the motion, and with a unanimous vote, motion carried.

6. Consideration and action on an ordinance 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 Goode made a motion to postpone agenda item I-6 until it can be discussed during an upcoming budget workshop. Council Member Meredith seconded the motion, and with a unanimous vote, motion carried.

The Ordinance caption is as follows:

ORDINANCE NO. 2009-09

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 rejecting all bids received for the construction of a golf cart storage facility and directing and authorizing staff to re-bid the project. ***Mike Chandler, Golf Course General Manager***

Andrea Gardner, City Manager, gave an overview of agenda item I-7.

Council Member Goode made a motion to approve agenda item I-7. Council Member Downard seconded the motion.

During discussion Jamie Clark stated that he was present during the meeting when the City Council unanimously approved to approve the bid. If this item is re-bid, his winning bid amount is public information. He thought this was very unfair to come back now and reject all bids when it was the will of the City Council to award his company the bid. City Attorney Zech stated that the City Council could have opened all bids and then rejected all of them. At that point, all bid amounts would be public information. He said this is a typical and normal process.

A vote was taken and with a unanimous vote, motion carried.

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

K. ITEMS FOR FUTURE AGENDAS

Council Member Palmer asked if the City Engineer could take a look at buildings and sidewalks in the City to assure that they are in ADA compliance.

Council Member Downard requested that the EDC present amended performance contracts and approval of the electronic message sign at the next Council Meeting, May 5, 2009. Council Members Palmer and Goode concurred.

L. EXECUTIVE SESSION

1. Pursuant to §551.074 of the Open Meetings Act. *Tex. Gov't Code*, Council will meet in Executive Session to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee – Jane Lees, City Secretary.

The Council adjourned to Executive Session at 8:25 p.m.

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

The Council re-convened at 8:45 p.m. Mayor Hull announced that there was no action to be taken as a result of discussions that took place in Executive Session.

N. ADJOURNMENT

There being no further business, Mayor Hull adjourned the meeting at 8:45 p.m.

John Hull, Mayor

ATTEST:

Jane Lees, City Secretary

City of Copperas Cove

City Council Agenda Item Report

May 5, 2009

Agenda Item No. G-2

Contact – Daniel Austin, Police Lieutenant, 547-4274
daustin@ci.copperas-cove.tx.us

SUBJECT: Consideration and action on a resolution, authorizing and supporting the City Manager in the submission of a grant application to Texas STEP.

1. BACKGROUND/HISTORY

The Texas Comptroller of Public Accounts has made block grant funds available to counties and municipalities to be used by local law enforcement agencies to enforce Subchapters H and N, Chapter 161, of the Texas Health and Safety Code. Funds are used to educate judicial staff, vendors and youth about tobacco laws, and can reasonably be expected to reduce the extent to which cigarettes and tobacco products are sold or distributed to persons younger than 18 years of age. The City received grant funds from the Texas STEP grant program for the previous six years.

2. FINDINGS/CURRENT ACTIVITY

The Copperas Cove Police Department seeks to continue activities that result in a reduction of tobacco use by minors. Block grants are available in amounts ranging from \$1,000 to \$150,000 and must be used for compliance-related activities such as:

- “sting” operations
- random, unannounced inspections
- retailer and judicial education
- compliance reporting requirements.

No provisions exist in the application to request a certain amount.

The City, working through the Copperas Cove Police Department, will continue to work with judicial staff, local retailers, civic groups and other organizations to educate judicial staff, tobacco retailers and the public about the illegal distribution of tobacco products to minors. This will be accomplished by a system of community-wide education and cooperation to prevent youth access to tobacco products.

3. FINANCIAL IMPACT

None. The grant provides 100% funding with no City matching funds required.

4. ACTION OPTIONS/RECOMMENDATION

City staff recommends the City Council approve Resolution No. 2009-21, authorizing and supporting the City Manager in the submission of a grant application to Texas STEP for a grant enabling the City of Copperas Cove Police Department to reduce the use and distribution of tobacco products pertaining to minors, and authorize designated Police Department Staff to act as the agent for the City of Copperas Cove in all matters related to the grant application and any subsequent grant contract and project that may result.

RESOLUTION NO. 2009-21

A RESOLUTION OF THE CITY OF COPPERAS COVE, TEXAS, AUTHORIZING AND SUPPORTING THE CITY MANAGER IN THE SUBMISSION OF A GRANT APPLICATION TO TEXAS STEP FOR A GRANT ENABLING THE CITY OF COPPERAS COVE POLICE DEPARTMENT TO REDUCE THE USE AND DISTRIBUTION OF TOBACCO PRODUCTS PERTAINING TO MINORS; AND AUTHORIZE DESIGNATED POLICE DEPARTMENT STAFF TO ACT AS THE AGENT FOR THE CITY OF COPPERAS COVE IN ALL MATTERS RELATED TO THE GRANT APPLICATION AND ANY SUBSEQUENT GRANT CONTRACT AND PROJECT THAT MAY RESULT.

WHEREAS, The Texas Comptroller of Public Accounts has made block grant funds available to counties and municipalities to be used by local law enforcement agencies to enforce Subchapters H and N, Chapter 161 of the Texas Health and Safety Code in a manner that can reasonably be expected to reduce the extent to which cigarettes and tobacco products are sold or distributed; and

WHEREAS, The City of Copperas Cove, in the State of Texas, is qualified to apply for grant funds under the Request for Applications.

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

SECTION 1.

That the City Council of the City of Copperas Cove, Texas, authorizes and supports the City Manager in the submission of a grant application to Texas STEP for a grant enabling enforcement to reduce the use and distribution of tobacco products pertaining to minors.

SECTION 2.

That the City of Copperas Cove is authorized to request grant funding from the Texas Comptroller of Public Accounts for the purpose of enforcing tobacco compliance.

SECTION 3.

That the City Manager has authorized designated Police Department personnel to act on behalf of the City of Copperas Cove and the Copperas Cove Police Department in all matters related to the grant application and any subsequent grant contract and grant project that may result.

SECTION 4.

That the City of Copperas Cove will comply with the grant requirements of the Texas Comptroller of Public Accounts and the Texas STEP grant.

SECTION 5.

That Grant funds will be used only for the purpose for which they are intended under the grant.

PASSED, APPROVED, AND ADOPTED on this 5th day of May 2009 at a regular meeting of the City Council of the City of Copperas Cove, Texas which meeting was held in compliance with the Open Meetings Act, *Tex. Gov't Code*, §551.001, et.seq. at which meeting a quorum was present and voting.

John Hull, Mayor

ATTEST:

Jane Lees, City Secretary

APPROVED AS TO FORM:

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

S U S A N

C O M B S

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS

WWW.WINDOW.STATE.TX.US



April 6, 2009

Chief of Police
City of Copperas Cove
P.O. Drawer 1449
Copperas Cove, Texas 76522-5449

Dear Chief:

Since the enactment of Texas Senate Bill 55 (75th Legislative Session), our agency has worked in partnership with local law enforcement agencies, including school districts with school-based police programs, to encourage compliance with and enforcement of the regulations governing the sale, distribution and use of cigarettes and tobacco products in Texas. To help ensure compliance with these regulations, the Comptroller's office awards block grants to counties and municipalities to help defray some of the costs associated with compliance education and tobacco enforcement.

We are currently accepting applications for grant awards for fiscal 2010 (Sept. 1, 2009 through Aug. 31, 2010). The grant application form provides detailed information about grant qualifications and funding criteria. This form is available online at www.window.state.tx.us/lga/tcg/leo/.

Available grants range from \$1,000 to \$150,000, depending on the number of tobacco retailers within your jurisdiction, and must be used for compliance-related activities such as "sting" operations; random, unannounced inspections; retailer and judicial education; and compliance reporting requirements. Money available for these grants is limited, so apply for your share of the funds as soon as possible.

The deadline for submitting your grant application is 4 p.m., Monday, May 11, 2009.

I hope this information is helpful. If you have any questions or need a grant application mailed to you, please call (888) STEP-123.

Sincerely,

A handwritten signature in cursive script that reads "Susan Combs".

Susan Combs

received
04/08/09 y

City of Copperas Cove

City Council Agenda Item Report

May 5, 2009

Agenda Item No. G-3

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

SUBJECT: Consideration and action on authorizing the release of funds from the Hotel Occupancy Tax Fund to the Boys and Girls Club of Copperas Cove.

1. BACKGROUND/HISTORY

During the FY 2008-09 budget process, the Boys & Girls Club of Copperas Cove submitted a funding request in the amount of \$13,000 to cover expenditures associated with "Music at the Gap". On September 16, 2008 the FY 2008-09 Budget was adopted by City Council.

2. FINDINGS/CURRENT ACTIVITY

It was agreed during the budget process that upon presentation of receipts (invoices), and proof of payment, the Boys & Girls Club of Copperas Cove could seek reimbursement from the City of Copperas Cove's Hotel Occupancy Tax Fund for expenditures incurred as a result of "Music at the Gap".

On March 26, 2009, the City of Copperas Cove released \$899.30 to cover advertising at the Kerrville Folk Festival for all three "Music at the Gap" events which are scheduled to be held on June 20, 2009, July 18, 2009, and August 8, 2009.

At this time, the City of Copperas Cove is presented with an invoice for \$1,000 with receipt and proof of payment to cover the deposit for the performer at the August 8, 2009 "Music at the Gap" event.

3. FINANCIAL IMPACT

The City has a request at this time for \$1,000 of the \$13,000 approved in the FY 2008-09 Hotel Occupancy Tax Fund budget to reimburse expenditures incurred for "Music at the Gap".

4. ACTION OPTIONS/RECOMMENDATION

City staff recommends that City Council authorize the release of funds in the amount of \$1,000 from the Hotel Occupancy Tax Fund to the Boys & Girls Club of Copperas Cove.

BOYS & GIRLS CLUBS OF CENTRAL TEXAS, INC.
THE POSITIVE PLACE FOR KIDS!
304 W AVE B
KILLEEN, TX 76641
(254) 699-5808

UNION STATE BANK SINCE 1828
P.O. BOX 780 KILLEEN, TX 76640-0780
FLORENCE-KILLEEN-GEORGETOWN
LIBERTY HILL-ROUND ROCK
88-1058-1149

4/2/2009

Security features. Details on back.

PAY TO THE ORDER OF ALBERT AND GAGE \$ **1,000.00

One Thousand and 00/100***** DOLLARS

ALBERT AND GAGE
PO BOX 41021
AUSTIN TX 78704



AUTHORIZED SIGNATURE

MEMO
DEPOSIT ON MUSIC AT THE GAP PERFORMANC

⑈003654⑈ ⑆14910585⑆ ⑈27027120⑈

BOYS & GIRLS CLUBS OF CENTRAL TEXAS, INC.

3654

ALBERT AND GAGE
FUND RAISING:Supplies

4/2/2009

DEPOSIT ON MUSIC AT THE GAP PERFORMANC 1,000.00

UNION STATE BANK DEPOSIT ON MUSIC AT THE GAP PERFORM 1,000.00



Albert and Gage L.L.C.
 P.O. Box 41021 Austin TX 78704
 ph: 512-707-1720 fax: 512-707-1763
 albgage@austin.rr.com
 http://www.albertandgage.com

THIS CONTRACT is for the services of entertainment described below made this March 25, 2009 between the undersigned Purchaser of entertainment (herein referred to as "Purchaser") and "ALBERT and GAGE" (a musical group including but not limited to the duo of Christine Albert and Chris Gage, herein referred to as "Artist").

Albert and Gage L.L.C. Federal Tax ID# is 74-2829082

- 1. **PLACE OF ENGAGEMENT:** Music at the Gap concert series
- 2. **ADDRESS OF ENGAGEMENT:** Outdoor Pavilion in Copperas Cove
 Phone: _____
- 3. **DATE OF ENGAGEMENT:** August 8, 2009
- 4. **HOURS OF ENGAGEMENT:** 7 PM - two 50 minute sets (time flexible)
 Load-in time: 4 PM Doors open at: _____
- 5. **TYPE OF ENGAGEMENT:** outdoor free concert series
- 6. **PRICE AGREED UPON:** \$2,000
 50% DOWN PAYMENT:
 Payable to "Albert and Gage" with return of contract. \$1,000
 BALANCE DUE:
 In cash or check immediately prior to show time. \$1,000
- 7. **HOTEL PROVIDED?** NO
- 8. In case of default by the purchaser: liquidated damages of the artist will be the amount stated as price agreed upon in section 6 plus reasonable attorney fees and court costs. Down payment will be retained by the artist.
- 9. This contract and attached rider constitutes the sole, complete and binding agreement between the Artist and Purchaser.
- 10. The agreement of Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond their control. If artist is unable to perform, Artist will make every effort to secure an alternate date. If no alternate date is agreeable to Artist and Purchaser, all deposit monies will be returned.

Additional terms:

CD signing 5:30-6:30
 50 CDs to be purchased by Boys and Girls Club at \$10 each
4 piece band including Paul Reaney + David Carroll

Francie Charles
 Purchaser's signature Date

Christie Albert 3.25.09
 Artist's representative signature Date

Francie Charles
 304 W. Avenue B
 Killeen, TX 76541
 254-371-4550 or 254-699-5808 ext. 107

Albert and Gage
 P.O. Box 41021
 Austin TX 78704
 ph. 512-707-1720 / cell 512-656-1492



Albert and Gage L.L.C.
 P.O. Box 41021 Austin TX 78704
 ph: 512-707-1720 fax: 512-707-1763
 albgage@austin.rr.com
 http://www.albertandgage.com

CONTRACT RIDER

- 1. Sound provided by: PURCHASER
- 2. Lights provided by: PURCHASER
- 3. Production contact (phone, cell, email): 254-371-4550 – Francie cell

- 4. Purchaser will provide air conditioned dressing room for artist.
- 5. Purchaser will provide bottled water & coffee at setup/soundcheck plus food & beverage at engagement.
- 6. Purchaser will provide a covered stage area at least 8' wide by 8' deep with 4 electrical outlets.
- 7. Please provide accurate directions to the place of engagement. MapQuest.com printouts are very helpful.

8. Purchaser will provide the following accommodations for the artist:

Number and type of hotel rooms requested: NOT APPLICABLE

To Be Completed By Purchaser:

Hotel name and address: _____
Please attach directions to hotel from venue. _____

Number of rooms reserved: _____

Rooms reserved under what name? _____

9. To secure artist's services, purchaser will return contract by: April 30, 2009 And down payment by: April 30, 2009

PROMOTIONAL INFORMATION

To effectively promote the show, we encourage you to provide us with as much of the following information as possible, if applicable. Remember that downloadable press kits and photos are also available at www.albertandgage.com.

Phone number for tickets and info: free event

Email address for tickets and info: _____

Website URL of venue: _____

Number of posters requested: _____

Number of photos requested: _____

Number of press kits requested: _____

Name & address for promo material to be mailed: Francie Charles
304 W. Avenue B
Killeen, TX 76541

Local folk radio programs & contact info: please attach, if available or applicable

Local press suggestions & contact info: Please attach, if available or applicable

City of Copperas Cove

City Council Agenda Item Report

May 5, 2009

Agenda Item No. G-4

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

SUBJECT: Consideration and action on authorizing the release of funds from the Hotel Occupancy Tax Fund to the Copperas Cove Country Opry.

1. BACKGROUND/HISTORY

On March 3, 2009 the City Council approved a contract with the Copperas Cove County Opry for an amount up to \$1,000 per quarter. This resulted in a FY 2008-09 Budget Amendment for \$3,000 from the Hotel Occupancy Tax Fund that was approved by City Council on April 7, 2009. The contract requires quarterly presentations from the Copperas Cove County Opry that demonstrate the Hotel Occupancy Tax use requirements are being met. Once the requirements are satisfied, the City may release up to \$1,000 per quarter.

2. FINDINGS/CURRENT ACTIVITY

The Copperas Cove Country Opry is scheduled to give a presentation update on May 5, 2009. This is required prior to distribution of funds as stated in the agreement with the Copperas Cove Country Opry.

On April 23, 2009, the City of Copperas Cove was presented with a reimbursement request for \$1,000 along with an invoice and proof of payment for the entertainment at a Copperas Cove County Opry event.

3. FINANCIAL IMPACT

Total expenditures of \$3,000 are approved in the FY 2008-09 Budget through the Hotel Occupancy Tax Fund to satisfy reimbursements up to \$1,000 quarterly.

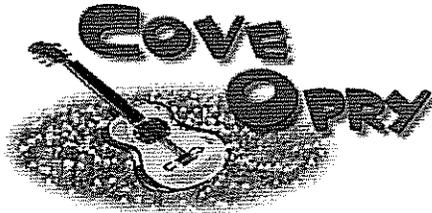
4. ACTION OPTIONS/RECOMMENDATION

City staff recommends that City Council authorize the release of funds in the amount of \$1,000 from the Hotel Occupancy Tax Fund to the Copperas Cove Country Opry once the Opry has demonstrated that they have met the requirements for use of the Hotel Occupancy Tax funds.

Copperas Cove Country Opry

INVOICE

1201 Virginia Ave
Copperas Cove, TX 76522



DATE: 4/23/2009
INVOICE # CCC001
FOR: Mar show

Bill To:
City of Copperas Cove
507 S. Main Street
Copperas Cove, TX 76522

Country & Gospel Music
www.coveopry.com

DESCRIPTION			AMOUNT
Paid To	Reason	Check Number	
Freddy Fuller	House Band	1489	\$1,000.00
TOTAL			\$1,000.00

THANK YOU!

City of Copperas Cove

City Council Agenda Item Report

May 5, 2009

Agenda Item No. G-5

Contact – Eddie Wilson, Police Lieutenant, 547-4274
ewilson@ci.copperas-cove.tx.us

SUBJECT: Consideration and action on authorizing the purchase of digital in-car video systems, additional wireless microphones, and extended factory warranties through Tarrant County Cooperative Purchasing.

1. BACKGROUND/HISTORY

Included in the FY 2008/2009 Police Department Budget, two police pursuit vehicles and related equipment were approved for purchase by the City Council. Included with the two vehicles were new digital in-car video systems. In the 2008 Tax Note issuance, an additional two police pursuit vehicles and related equipment was authorized. These vehicles also contained new digital in-car video systems. The four (4) systems mentioned have not yet been purchased. Also contained within the 2008 Tax Note issuance was funding for an additional twenty-four new digital in-car video systems which brings the total number of video systems to twenty-eight. The number of systems will completely update the patrol vehicles with working, reliable, and updated video recording systems. Total amount of funding available is \$148,260.

2. FINDINGS/CURRENT ACTIVITY

In October 2008, the Police Department began researching the purchase of digital in-car video systems. Presentations were conducted by vendors from Safety Vision (Houston, Texas), Kustom Signals (Lenexa, Kansas), and Watchguard Video (Plano, Texas). The determination was reached that a one-piece overhead mounted system with the ability to record onto rewritable DVD+RW disks that are able to play on standard DVD players would be best suited for the needs of the Police Department. Based upon field testing and the demonstrations performed on each of the systems, Watchguard Video was the only vendor that was able to meet the desired needs.

Through the cooperative purchasing agreements with the Houston-Galveston Area Council (HGAC) and Tarrant County, pricing was obtained for each digital in-car video system. The pricing provided by Tarrant County Cooperative Purchasing is \$228 lower per system than HGAC and also includes at no charge Integrated GPS Technology with each system.

Integrated GPS Technology is an option through HGAC at an added cost for each system. The savings provided through Tarrant County Cooperative Purchasing would allow for the purchase of additional wireless microphones and extended warranties on each system while remaining within the budgeted amount of funds.

3. FINANCIAL IMPACT

The expenditure is within the budgeted amount and no negative financial impact will result from this purchase. Sufficient funds exist in the 2008A Tax Note Issuance Fund.

4. ACTION OPTIONS/RECOMMENDATION

City staff recommends the City Council approve the purchase of the digital in-car video systems through Tarrant County Cooperative Purchasing at a per system cost of \$4,717 (28 systems), ten (10) additional wireless microphones at a cost of \$295 per unit, an additional 2-year extended factory warranty cost of \$250 (28 systems), with a Tarrant County Cooperative Purchasing discount of 1% being applied to the list price of the additional wireless microphones and extended warranty prices and \$700 estimated shipping costs for a total amount of \$142,626.50.



DIGITAL IN-CAR VIDEO
 3001 Summit Avenue • Plano, TX 75074
 (972) 423-9777 Fax: (972) 423-9778
 National Toll-Free 1-800-605-MPEG (6734)
 www.watchguardvideo.com

QUOTE

Purchase Order: _____
 BDR Name: **Starr Scobee**
 Date: **Tuesday, April 28, 2009**

Customer Bill To Address
Copperas Cove Police Department - TX
202 S 4th St
Copperas Cove, TX 76522-2207
Coryell County
Attn: Lt. Eddie Wilson -Cell: 254-535-4827
 Telephone Number: **254-547-4274** Fax Number: **254-542-5508**

Customer Ship To Address
Copperas Cove Police Department - TX
202 S 4th St
Copperas Cove, TX 76522-2207
Coryell County
Attn: Lt. Eddie Wilson -Cell: 254-535-4827
 E-Mail Address: **ewilson@ci.copperas-cove.tx.us**

Quote Presented By: **Don Hans** Presenter Contact Info: **(214) 417-1041**

Estimated Ship Date: **30-45 Days** Ship Via: **UPS** Payment Terms: **Net 30 days**

DV-1 Parts and Options

	Part Number	Description	Unit Price	Quantity	Extended Price
DV-1 MAIN UNIT	DV1-BOH	DV-1, Overhead System 2nd Generation Includes: Overhead Recorder Unit, Combination Front/Cabin Camera, Cabin Microphone, Hardware & Cabling, Lifetime Firmware Upgrades, One (1) Year Factory Warranty, Wireless Microphone Kit, Leather Holster, 10 Pack DVD+RW Evidence Discs, Fleet Manager Utility, DVD Manager Utility	4,717.00	28	132,076.00
	GPS-OPT-AVL	Integrated GPS Technology (at time of purchase)	200.00	28	PROMO
	DV1-BMD	DV-1, Modular System 2nd Generation Includes: Overhead Recorder Unit, Combination Front/Cabin Camera, Cabin Microphone, Hardware & Cabling, Lifetime Firmware Upgrades, One (1) Year Factory Warranty, Wireless Microphone Kit, Leather Holster, 10 Pack DVD+RW Evidence Discs, Fleet Manager Utility, DVD Manager Utility	5,350.00		
	GPS-OPT-AVL	Integrated GPS Technology (at time of purchase)	200.00		PROMO
DV-1 OPTIONS	Part Number Available Options		Unit Price	Quantity	Extended Price
	BRK-VPM-100-005	Visor Post Bracket, Ford Crown Victoria 2005(B)-2009		16	Included
	BRK-VPM-100-099	Visor Post Bracket, Ford Crown Victoria 1999-2005(A)		11	Included
	BRK-VPM-103-003	Visor Post Bracket, Ford Expedition 2003-2007		1	Included
	DVD-EVI-MED-021	Blank DVD. Includes protective sleeve. Quantities of 100 only.	0.77		
	CAM-RDK-100-NEW	Rear Deck Camera	795.00		
	MIC-WRL-TRN-350	Wireless Microphone (Gray) Beltpack Transceiver 2.4 Ghz (WatchGuard)	295.00	10	2,920.50
	MIC-WRL-DTC-350	Wireless Microphone (Gray) Transceiver Desktop Charger 2.4 Ghz (WatchGuard)	99.00		
	CAB-R-OPT	Radar Interface Adaptor Cable	75.00		
	WAR-EXT-PUR-2YR	2 Year Extended Factory Warranty (Months 13 to 24)	250.00	28	6,930.00
WAR-EXT-PUR-3YR	3 Year Extended Factory Warranty (Months 13 to 36)	560.00			
WAR-EXT-PUR-4YR	4 Year Extended Factory Warranty (Months 13 to 48)	945.00			
EXT-WAR-5Y	5 Year Extended Warranty (time of purchase \$430 discount)	1,000.00			

Evidence Library Parts and Options

	Part Number	Description	Unit Price	Quantity	Extended Price
EVIDENCE LIBRARY HARDWARE & SOFTWARE	SFW-ELB-DTR-100	WatchGuard Evidence Library: Data Tracker (Software Only)	995.00		
	PACKAGE 1	Data Tracker - Hardware/Software Package 1 Includes complete Data Tracker Workstation, Data Tracker software pre-installed, CCD scanner with USB interface, 1-year hardware warranty, 1-year software maintenance and support. Software subject to 20% maintenance and support after 1 year.	2,990.00		
	SFW-ELB-CES-100	WatchGuard Evidence Library: Critical Event Server (Software Only)	3,995.00		
	PACKAGE 2	Critical Event Server - Hardware/Package 2 Includes complete Critical Event Server Workstation, Critical Event Server software pre-installed, 3.0 Terabyte Network Attached Storage Device, 5-port gigabit switch, CCD scanner with USB interface, CAT-6 network cables, 1-year hardware warranty, 1-year software maintenance and support. Software subject to 20% maintenance and support after 1 year.	8,490.00		
EVIDENCE LIBRARY OPTIONS	Part Number Available Options		Unit Price	Quantity	Extended Price
	MAINTENANCE	Applicable only to Evidence Library software			
	CCD SCANNER	Applicable only to Evidence Library software and hardware			
	LASER SCANNER	Applicable only to Evidence Library software and hardware			
	UPS	Applicable only to Evidence Library workstations			
	WRKST WARRANTY	Applicable only to Evidence Library workstations			
	NAS 1.5TB	Applicable only to Critical Event Server hardware			
	NAS 3.0TB	Applicable only to Critical Event Server hardware			
NAS WARRANTY	Applicable only to NAS Storage Devices				

This Quote is Valid for 90 Days and for the Listed Quantities Only. Quote is in US Dollars.

Comments: GPS PROMO at no charge for orders placed by June 30, 2009! Purchase Order to be through Big Country Supply on Tarrant County Cooperative Purchasing Program. System price is special quantity discount; Extra Wireless Microphones and Extended Warranty pricing reflects the Tarrant County Coop 1% discount off list price.

Subtotal	\$141,926.50
Shipping	\$700.00
Taxes	
Total	\$142,626.50

Thank You for Your Interest In WatchGuard Video Products!

Watchguard Video

B. In-Vehicle Video Recording Systems

H-GAC Product Base Bid Item Description Code	Base Offered Price (\$)
BI01 DV-1 Overhead System - General Description: The DV-1 burns directly to DVD-Video disc in real-time, while in motion to eliminate any Officer downtime associated with manually burning or transferring video. No complex hardware or network infrastructure is required to maintain the DV-1. The DV-1 uses a dual drive architecture and advanced error correction to guarantee reliable recording. An integrated 40 GB automotive grade hard drive is the record buffer that allows simultaneous playback and record. Disc Overflow Protection and full DVD authentication is standard. Specifications: Up to 8 hours on DVD+RW discs. Max resolution of 720x480. Combination camera includes two, full featured digital color cameras in one housing with infrared emitters facing the cabin and a 22x optical zoom. Self contained, padded overhead enclosure. 5" high performance LCD monitor. Digital wireless microphone. Amplified cabin microphone. Optional GPS. Graphical User Interface. Administrative password protection. Interfaces and record triggers include, lights, siren, wireless microphone, manual, crash detection, brakes, auxiliary. All cables included. Includes WatchGuard DVD Manager Utility and WatchGuard Fleet Manager Utility software titles.	\$4,945.00
BI02 DV-1 Modular System - General Description: The DV-1 burns directly to DVD-Video disc in real-time, while in motion to eliminate any Officer downtime associated with manually burning or transferring video. No complex hardware or network infrastructure is required to maintain the DV-1. The DV-1 uses a dual drive architecture and advanced error correction to guarantee reliable recording. An integrated 40 GB automotive grade hard drive is the record buffer that allows simultaneous playback and record. Disc Overflow Protection and full DVD authentication is standard. Specifications: Up to 8 hours on DVD+RW discs. Max resolution of 720x480. Combination camera includes two, full featured digital color cameras in one housing with infrared emitters facing the cabin and a 22x optical zoom. Two piece design with separate DVD recorder and display control panel. 5" high performance LCD monitor. Digital wireless microphone. Amplified cabin microphone.	\$5,295.

Optional GPS. Graphical User Interface. Administrative password protection. Interfaces and record triggers include, lights, siren, wireless microphone, manual, crash detection, brakes, auxiliary. All cables included. Includes WatchGuard DVD Manager Utility and WatchGuard Fleet Manager Utility software titles.

City of Copperas Cove City Council Agenda Item Report May 5, 2009

Agenda Item G-6

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

SUBJECT: Financial Report for the Month ended March 31, 2009.

1. BACKGROUND/HISTORY

Attached is the Monthly Council Report for the month ended March 31, 2009. This report is submitted to the City Council for review. The report provides a detailed analysis of the City's financial condition and results of operations for the month ended March 31, 2009.

2. FINDINGS/CURRENT ACTIVITY

None.

3. FINANCIAL IMPACT

None.

4. ACTION OPTIONS/RECOMMENDATION

None.

April 23, 2009

Mayor and City Council Members:

The Finance Department is pleased to submit the Monthly Financial Report for the month of March 2009. City staff continues to review the FY 2008-09 budget and will be presenting a budget amendment for approval at the May 19, 2009 City Council meeting. The FY 2009-10 budget process is in the beginning stages. Departments are working on their budget submissions. The fiscal year 2009-10 Proposed Annual Budget is scheduled to be presented to City Council at the July 21, 2009 Council meeting.

Year-to-date revenues through March 2009 are exceeding expenditures in all of the major funds of the City with the exception of the Golf Course Fund. The Operating expenses at the Golf Course are exceeding the operating revenues by \$168,687. This fund has only collected 21.4% of the budget revenues where last fiscal year the operating revenues were at 33.4% of the budget at the end of March. This fund will need to be closely monitored throughout the spring and summer to determine if expenses need to be trimmed back further in FY 2008-09 or if a transfer from the General Fund will be necessary this fiscal year.

The key economic indicators provide some insight for the financial activity of the City. The sales tax revenue and hotel occupancy tax collections are still showing a year-to-date increase from the prior fiscal year. However, for the month of March both are down from the previous year. Also for the month of March, the active utility accounts are below the prior year and the dollar value of building permits are also down from the prior fiscal year. The unemployment rate in the Killeen/Fort Hood region has increased from the prior year. City staff will continue to monitor revenues and expenditures in all City funds and key economic indicators.

We hope the regular monitoring of the City's financial position will continue to provide the City Council with information that is useful for making sound policy decisions.

Respectfully submitted,



Wanda Bunting, CPA
Director of Financial Services

City of Copperas Cove
Financial Summary by Fund
March 31, 2009

GENERAL FUND

- March year-to-date revenues are above March year-to-date expenditures by \$3,268,206.
- Property tax revenue for March 2009 is \$78,920 or 6.9% below \$84,751 collected last March. Year-to-date property tax revenue is at \$6,534,096 or 11.5% above prior year-to-date collections.
- Year-to-date sales tax revenue of \$1,167,216 reflects a \$13,573 or 1.2% increase from the prior fiscal year.
- Year-to-date franchise tax revenue of \$334,918 is \$45,480 or 15.7% above prior year-to-date revenue.
- Interest earnings year-to-date of \$31,170 decreased by \$65,942 or 67.9% under the prior fiscal year-to-date earnings.
- General Fund expenditures year-to-date of \$6,679,164 reflect an increase of 6.2% over prior year-to-date expenditures of \$6,290,408.

WATER & SEWER FUND

- Year-to-date revenues exceeded year-to-date expenses by \$390,212.
- Water revenue totaled \$305,089 for the month. This is \$18,766 or 5.8% below March 2008. Year-to-date water revenue is at \$2,130,583 which is above the prior year-to-date revenue by \$21,911 or 1.0%.
- Sewer revenue totaled \$262,529 for the month. This is \$22,509 or 7.9% below March 2008. Year-to-date sewer revenue is at \$1,674,043 which is below the prior year-to-date revenue by \$16,849 or 1.0%.
- Interest earnings year-to-date of \$17,276 decreased by \$34,704 or 66.8% below the prior fiscal year-to-date earnings.
- Connect fees produced revenues of \$5,110 for the month; \$25,720 year-to-date.
- Water tap fees year-to-date are \$16,553; \$20,712 below prior year-to-date.
- Sewer tap fees year-to-date are \$4,780; \$5,890 below prior year-to-date.
- Expenses year-to-date of \$3,598,566 reflect a decrease of 1.2% under prior year-to-date expenses of \$3,641,445.

SOLID WASTE FUND

- Year-to-date revenues exceeded year-to-date expenses by \$228,492.
- Sanitary landfill fees for March 2009 are \$27,859; compared to \$31,026 in March 2008. Year-to-date revenue is at \$158,912 which is below the prior year-to-date revenue by \$19,663 or 11.0%.
- Refuse collection fees are \$194,834 for the month; a decrease of \$2,178 under March 2008. Year-to-date revenue is at \$1,193,510 which is above the prior year-to-date revenue by \$30,812 or 2.7%.
- Interest earnings year-to-date of \$4,754 decreased by \$11,286 or 70.4% below the prior fiscal year-to-date earnings.
- Expenses year-to-date of \$1,259,326 reflect a decrease of 3.7% over prior year-to-date expenses of \$1,307,542.

DRAINAGE UTILITY FUND

- Year-to-date revenues exceeded year-to-date expenditures by \$127,405.
- Drainage Utility fees for the month of March are \$71,244; an increase of \$1,071 or 1.5% above March 2008. Year-to-date revenue is at \$426,306 which is above the prior year-to-date revenue of \$416,194.
- Expenditures year-to-date of \$304,649 reflect a decrease of 9.0% below prior year-to-date expenditures of \$334,837. The decrease is due to significant expenditures in the prior fiscal year related to the consulting fees paid for the 404 mitigation costs.

GOLF COURSE FUND

- Year-to-date expenses exceeded year-to-date revenues by \$168,687.
- Revenues for the month of March totaled \$41,149, compared to revenues for March 2008 of \$53,260. Year-to-date operating revenues are at \$191,753 which is below the prior year-to-date operating revenues by \$68,783 or 26.4%.
- Expenses for the month are \$51,468; \$984 above March 2008 expenses. Year-to-date expenses of \$360,440 reflect an increase of 11.2% above prior year-to-date expenses of \$324,228.

City of Copperas Cove
Economic Indicators Summary
March 31, 2009

Unemployment Rate

- The unemployment rate for the month of March 2009 was 5.9%, which is up from March 2008, recorded at 4.6%.

Sales Tax Collections

- Sales tax collections for March 2009 totaled \$176,726, compared to March 2008 collections of \$179,173. Year to date, sales tax collections are at \$1,167,216 or 1.2% above prior year-to-date collections of \$1,153,643.
- In addition to the City sales tax collected above, \$583,608 year-to-date was paid to the Copperas Cove Economic Development Corporation.

Water Customers

- During the month of March 2009 there were 11,915 active water accounts.
- March 2008 recorded 12,113 water customers, which indicates a 1.6% or a decrease of 198 water customers from March 2008 to March 2009.

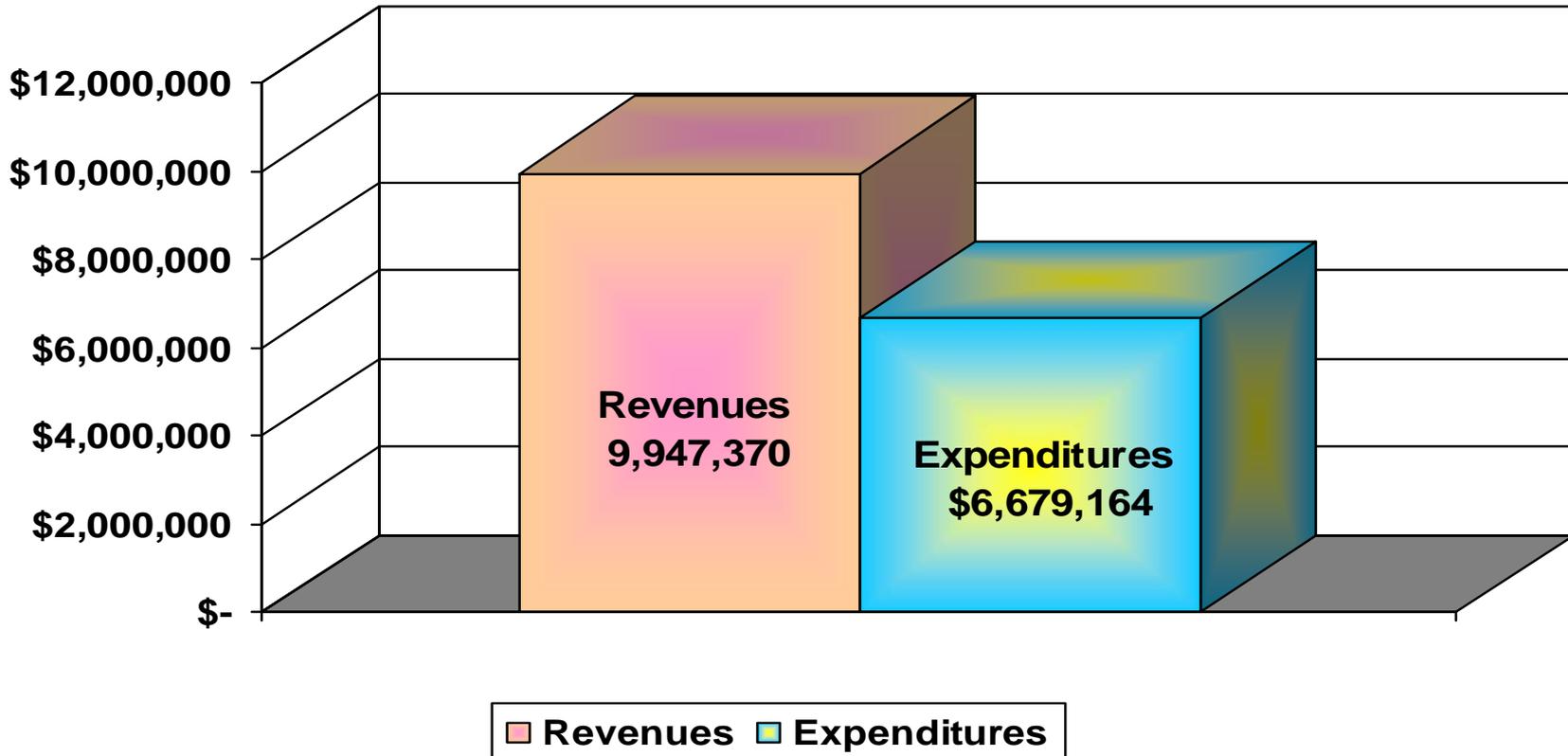
Building Permits

- The total dollar value of building permits issued for March 2009 was \$1,248,942 compared to \$2,262,414 in March 2008.
- 133 building permits were issued in March 2009 which is an increase of 22 compared to that issued in March 2008.

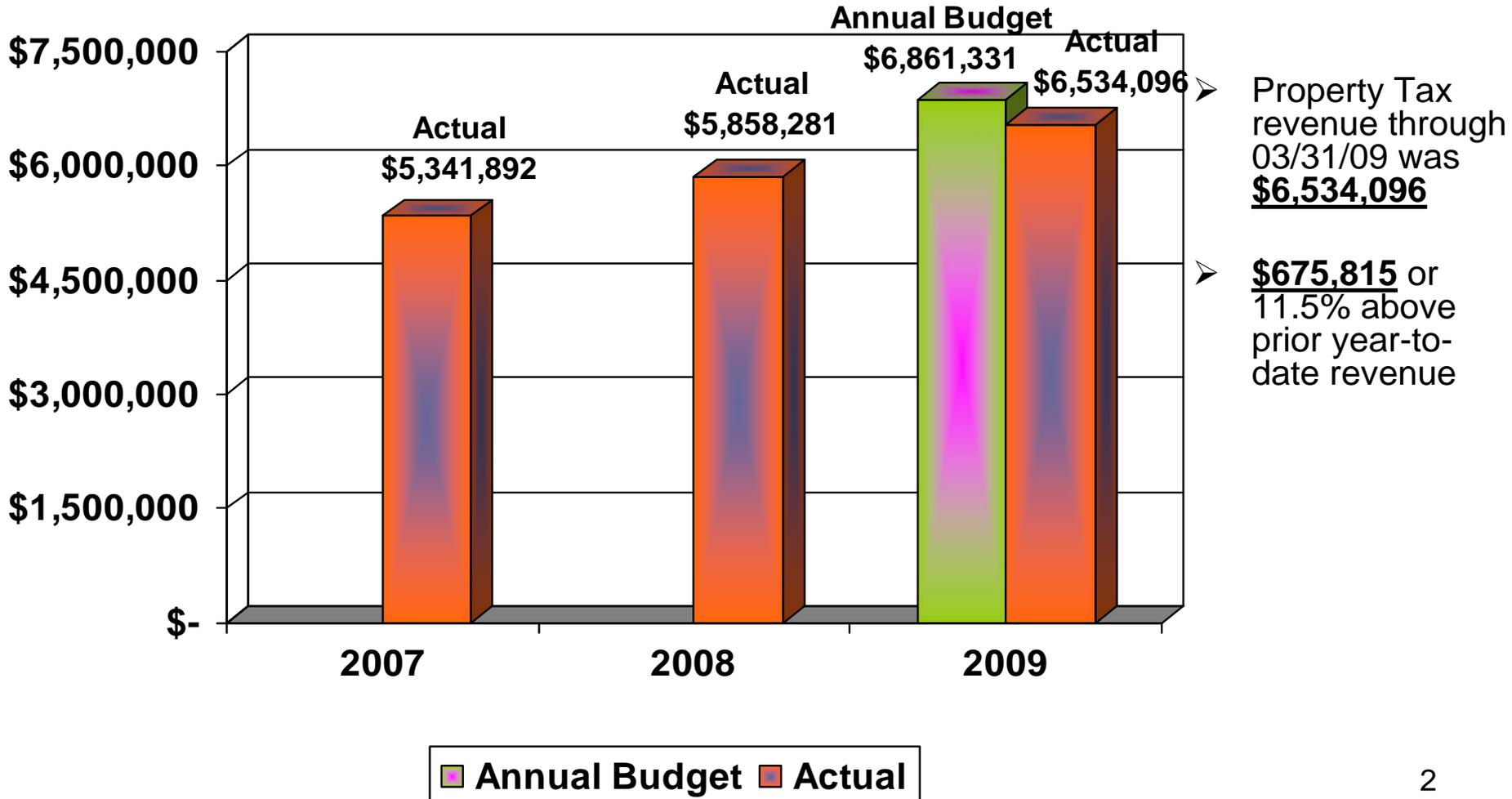
Hotel Occupancy Tax Revenue

- Hotel occupancy tax collections for March 2009 were \$7,579 compared to \$8,129 collected in March 2008. Year to date, hotel occupancy tax collections are at \$96,524 or 44.8% above prior year-to-date collections of \$66,671.

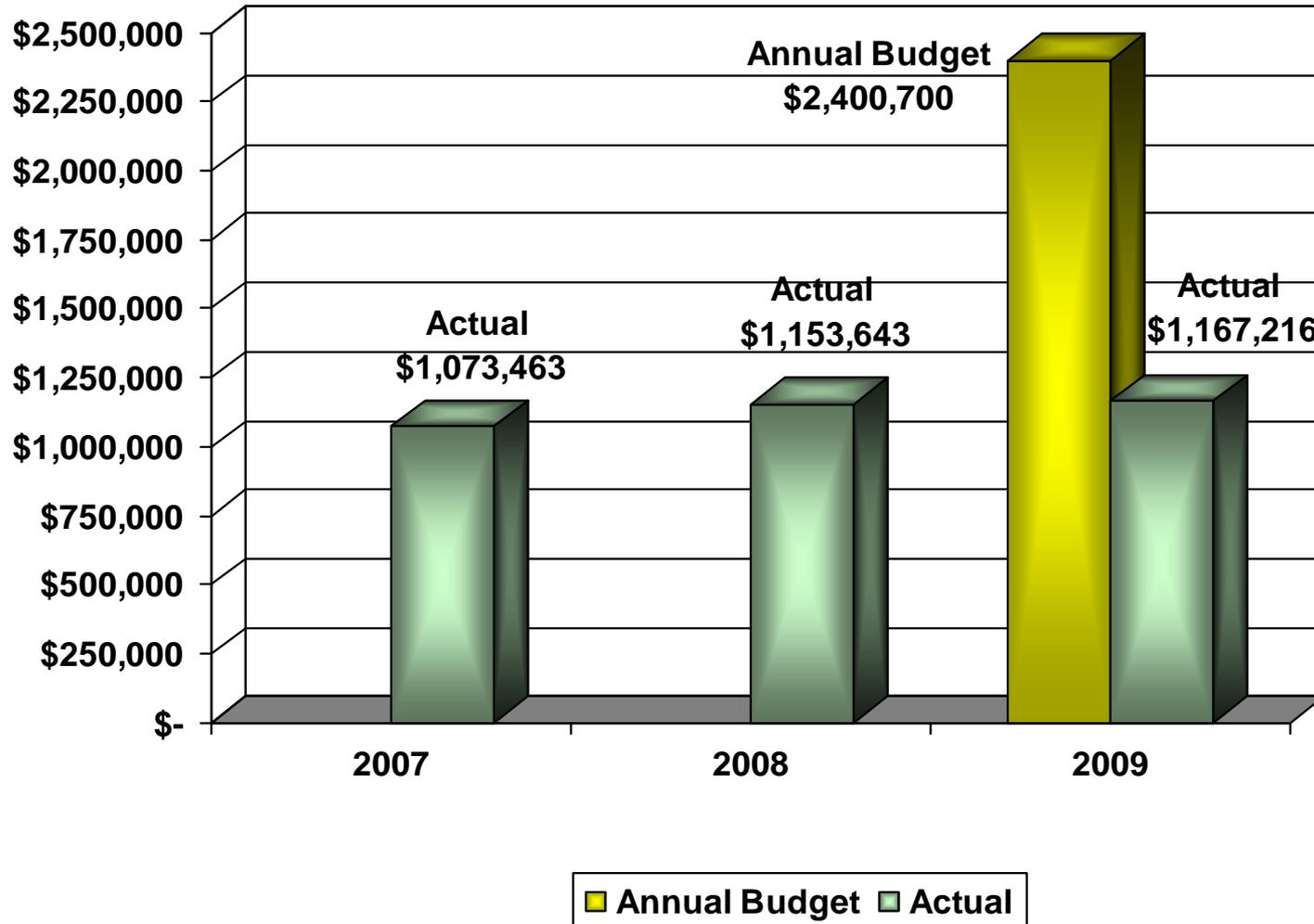
City of Copperas Cove General Fund Revenues vs. Expenditures FYTD (October through March)



City of Copperas Cove General Fund Property Tax Revenue Trends FYTD (October through March)

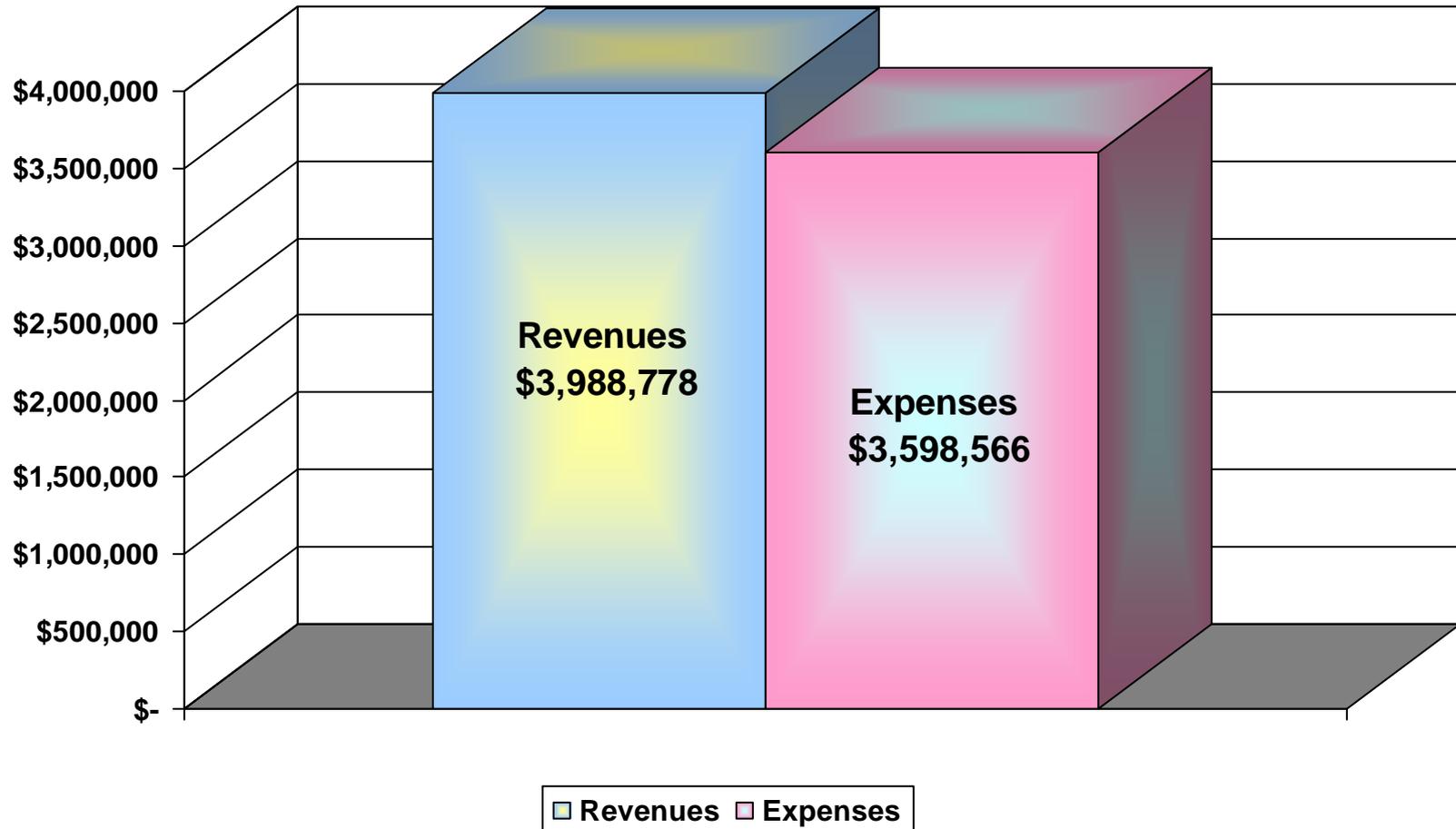


City of Copperas Cove Sales Tax Revenue Trends FYTD (October through March)

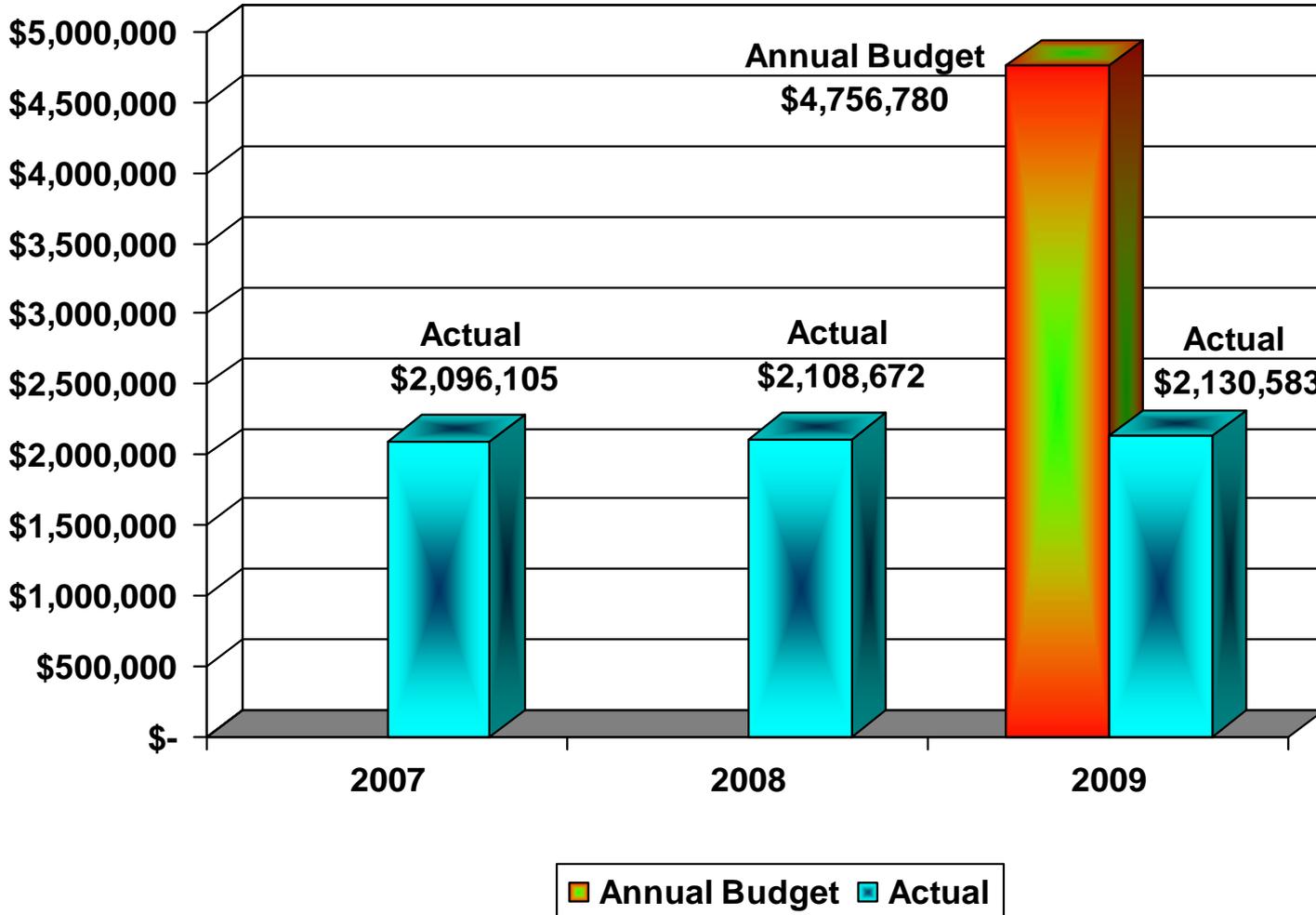


- Sales Tax Revenue through 03/31/09 was **\$1,167,216**
- **\$13,573** or 1.2% above prior year-to-date Sales Tax Revenue

City of Copperas Cove Water & Sewer Fund Revenues vs. Expenses FYTD (October through March)



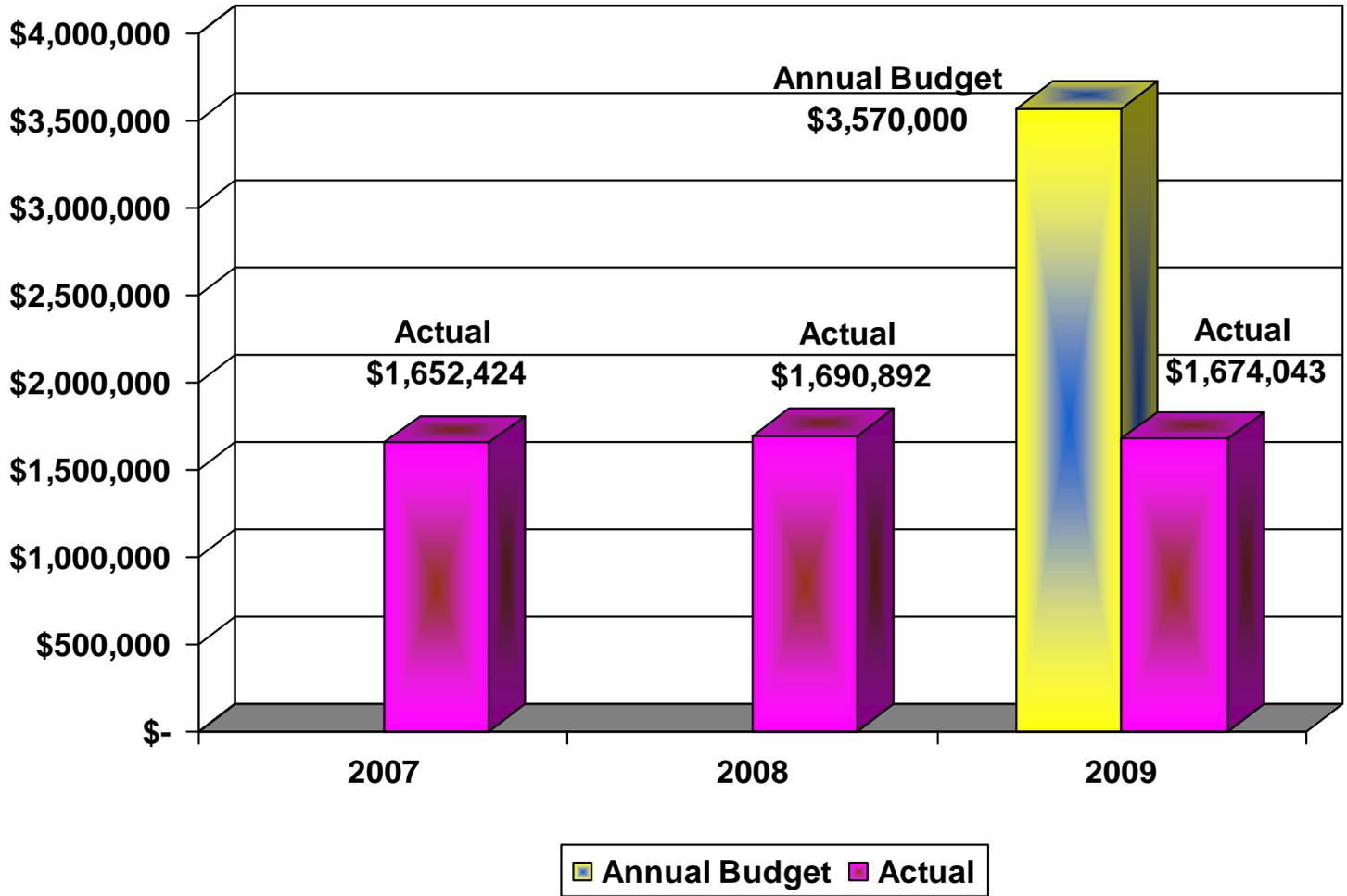
City of Copperas Cove Water Revenue Trends FYTD (October through March)



➤ Water Revenue through 03/31/09 was **\$2,130,583**

➤ **\$21,911** or 1.0% above prior year-to-date revenue

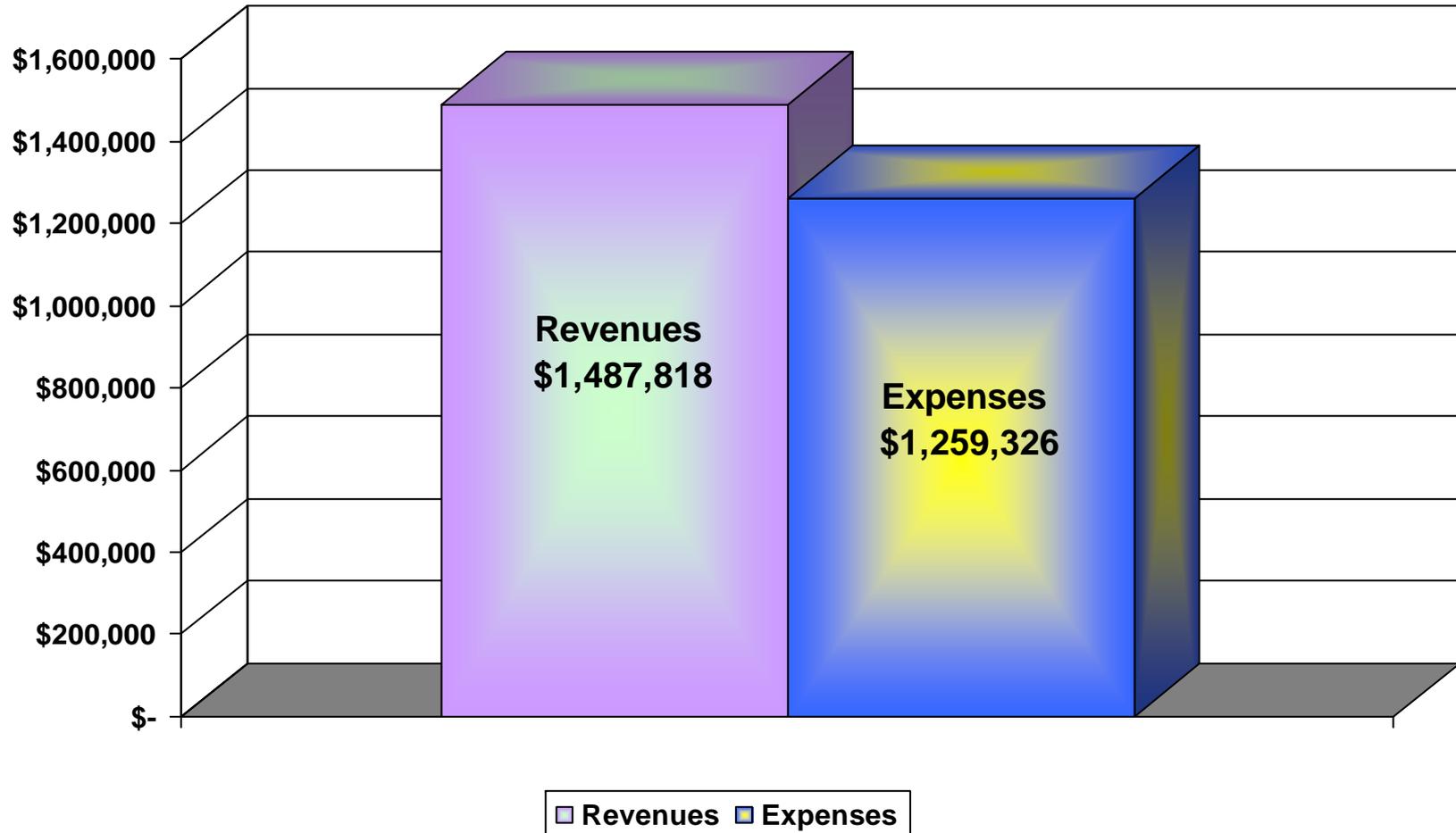
City of Copperas Cove Sewer Revenues FYTD (October through March)



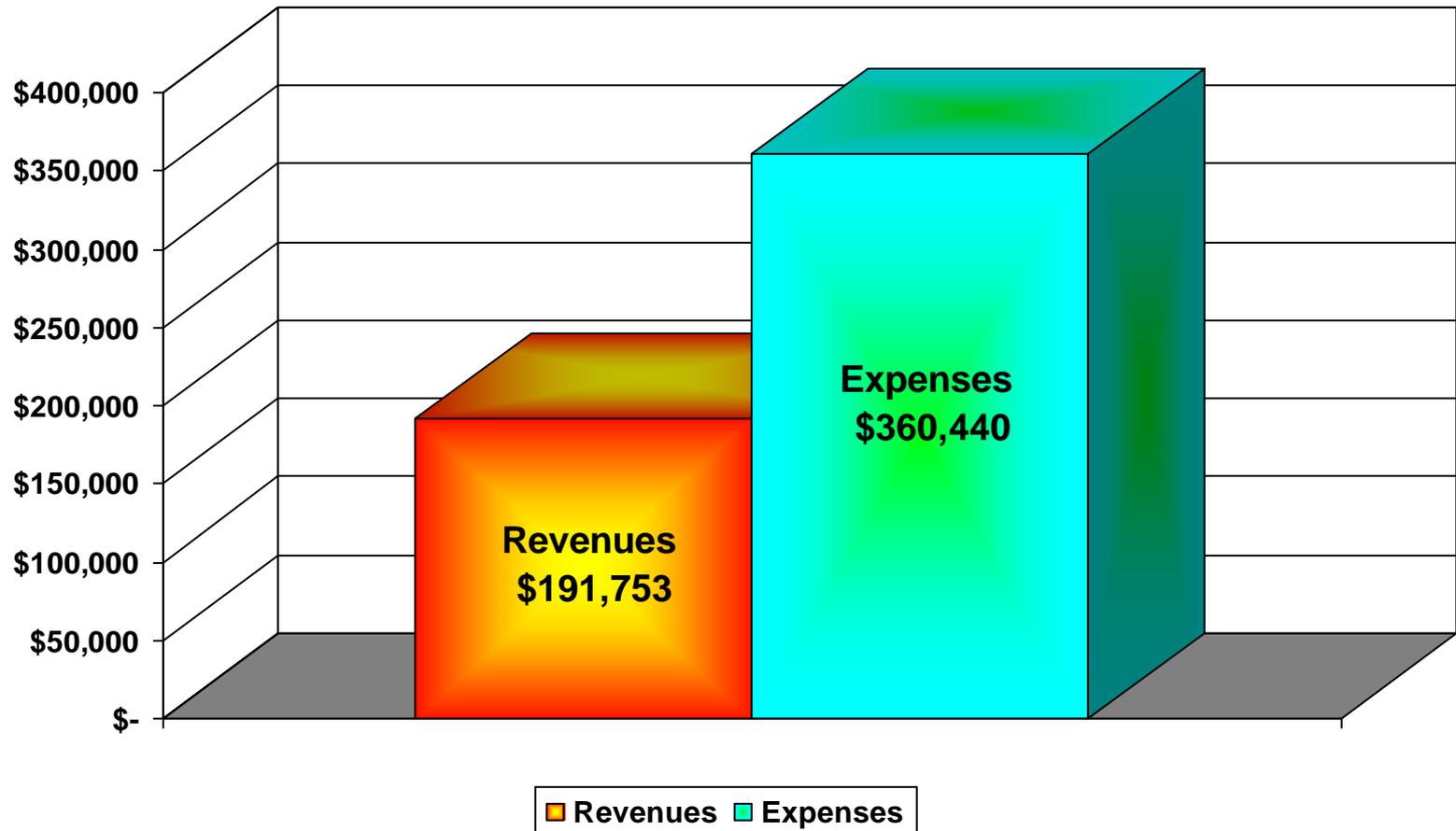
➤ Sewer Revenue through 03/31/09 was **\$1,674,043**

➤ **\$16,849** or 1.0% below prior year-to-date revenue

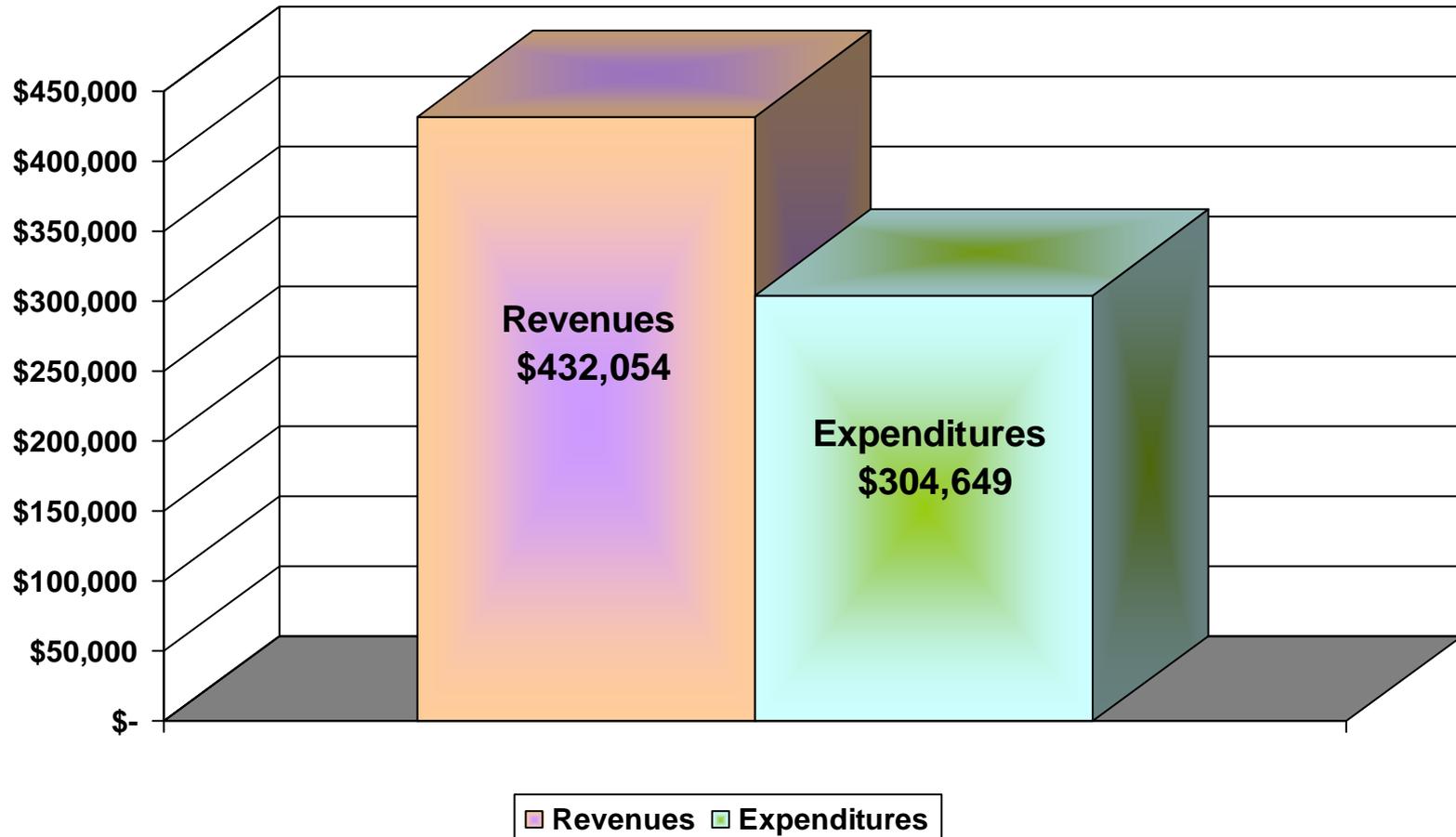
City of Copperas Cove Solid Waste Fund Revenues vs. Expenses FYTD (October through March)



City of Copperas Cove Golf Course Fund Revenues vs. Expenses FYTD (October through March)



City of Copperas Cove Drainage Fund Revenues vs. Expenditures FYTD (October through March)



**CITY OF COPPERAS COVE
MONTHLY COUNCIL REPORT
GENERAL FUND
As of March 31, 2009 (FY 2008-09)**

Description	Adopted Budget*	Current Month Mar. 2009	Total Year to Date	Percent Year to Date
BEGINNING FUND BALANCE				
Unreserved, Designated	\$ 1,000,000	1,000,000	\$ 1,000,000	
Unreserved, Undesignated	2,827,839	6,869,718	3,259,675	
TOTAL BEG. FUND BALANCE	\$ 3,827,839	7,869,718	\$ 4,259,675	
GENERAL FUND REVENUE				
Taxes				
Current Ad Valorem Taxes	\$ 6,861,331	\$ 78,920	\$ 6,534,096	95.2%
Delinquent Ad Valorem Taxes	60,000	6,291	50,760	84.6%
Penalty & Interest	43,000	8,705	26,544	61.7%
Sales Tax	2,400,700	176,726	1,167,216	48.6%
Franchise Tax	1,231,000	140,992	334,918	27.2%
TXU Settlement	35,633	20,786	20,786	58.3%
Mixed Drink Tax	14,000	0	7,435	53.1%
Bingo Tax	100,000	0	62,806	62.8%
Used Oil Revenue-Safety Clean/H&H	500	0	99	19.7%
Subtotal Taxes	\$ 10,746,164	432,420	\$ 8,204,658	76.3%
Licenses & Permits				
License-Bicycle	\$ 100	\$ -	\$ 4	4.0%
License-Contractors	35,000	2,750	24,115	68.9%
License-Animal	5,414	224	2,283	42.2%
Permits-Building	75,000	3,190	17,386	23.2%
Permits-House Moving	50	100	125	250.0%
Permits - Street Cuts	9,000	0	7,328	81.4%
Permits-Electrical	20,000	655	3,860	19.3%
Permits-Solicitors	2,500	320	1,255	50.2%
Permits-Natural Gas Lines	14,000	100	800	5.7%
Permits-Garage Sales	7,000	420	2,910	41.6%
Permits-Plumbing	34,000	1,893	10,353	30.4%
Permits-Mechanical	16,800	435	3,002	17.9%
License-Taxicabs	300	0	360	120.0%
License-Vicious/Dangerous Animals	1,500	0	600	40.0%
Permits-Car Washes	500	45	60	12.0%
Permits-Signs	1,500	0	325	21.7%
Permits-Swimming Pools	900	60	60	6.7%
Wrecker License	510	0	510	100.0%
Permit-Certificate of Occupancy	2,000	160	1,000	50.0%
Permits-Alarms	6,200	1,200	2,600	41.9%
False Alarm Penalties	1,000	0	750	75.0%
Permits-Alcohol License	600	0	240	40.0%
Permits-Well/Gas Drilling	4,000	0	-	0.0%
Subtotal Licenses & Permits	\$ 237,874	11,552	\$ 79,925	33.6%
Services & Charges				
Swimming Pool Receipts	\$ 53,000	-	\$ 26	0.0%
Community Building Rental	24,500	3,245	6,095	24.9%
Misc. Library Receipts	14,790	1,293	6,187	41.8%
Animal Shelter Fees	36,124	2,853	16,048	44.4%
Ambulance Fee Revenue ⁽¹⁾	650,600	36,225	316,025	48.6%
Copy Machines	4,000	323	2,050	51.2%
Mowing/Mowing Liens Revenue	24,000	2,357	5,717	23.8%
Sale of City Maps	500	28	160	32.0%

* This budget reflects the budget amendments that were approved by City Council on 11/03/2008 and 04/07/2009.

**CITY OF COPPERAS COVE
MONTHLY COUNCIL REPORT
GENERAL FUND
As of March 31, 2009 (FY 2008-09)**

Description	Adopted Budget*	Current Month Mar. 2009	Total Year to Date	Percent Year to Date
Services & Charges (cont.)				
Service Charge-NSF Checks	11,500	600	5,610	48.8%
Plat Filing Fee Revenue	3,500	1,000	2,300	65.7%
RV Park Fees	12,000	1,050	5,430	45.3%
Police Overtime Reimbursement	20,000	1,005	15,505	77.5%
Police Restitution Revenue	3,000	243	685	22.8%
Festival Reimbursements	15,000	0	-	0.0%
Special Events-Seniors	2,000	0	1,760	88.0%
Library Meeting Room Rental	2,800	60	645	23.0%
Open Records Revenue	1,200	18	192	16.0%
Fax Machine Fees	800	0	119	14.8%
Pool Rental Revenue	4,000	0	50	1.3%
Re-Inspection Fees	700	0	100	14.3%
Fire Related Response Revenue	35,000	0	-	0.0%
Animal Tranquilization Fee	350	0	120	34.3%
Disposal of Farm Animals	125	0	-	0.0%
Micro Chip of Animals Revenue	3,500	141	787	22.5%
Subtotal Services & Charges	\$ 922,989	\$ 50,441	\$ 385,608	41.8%
⁽¹⁾ Recorded net of billing fees.				
Fines & Forfeitures				
Municipal Court Fines	\$ 135,000	\$ 11,645	\$ 58,088	43.0%
Traffic Violation Fines	325,000	38,934	205,868	63.3%
Library Fines	16,000	1,599	7,495	46.8%
Arrest Warrant Income	120,000	16,421	60,386	50.3%
Child Safety Fund	12,000	1,503	7,665	63.9%
City's % of State Court Fines	60,000	0	27,688	46.1%
HB 70 Fees	11,000	1,235	7,034	63.9%
Arresting Officer Fees	26,000	2,697	14,870	57.2%
CCISD Liaison Funding	106,584	0	-	0.0%
Admin Fee-Teen Court	12,000	110	400	3.3%
Admin Fee-Defensive Driving	9,000	1,220	5,980	66.4%
Rezone Request Fees	1,600	200	400	25.0%
Variance Request Fees	220	0	110	50.0%
Subtotal Fines & Forfeitures	\$ 834,404	75,565	\$ 395,985	47.5%
Administration Reimb.				
Admin. Reimb.-W & S Fd	\$ 742,500	\$ 61,875	\$ 371,250	50.0%
Admin. Reimb.-Solid Waste Fd	428,000	35,667	214,000	50.0%
Admin. Reimb.-Drainage Utility Fd	80,000	6,667	40,000	50.0%
Subtotal Admin. Reimb.	\$ 1,250,500	104,208	\$ 625,250	50.0%
Miscellaneous Revenue				
Interest Earned Revenue	\$ 200,000	\$ 3,880	\$ 31,170	15.6%
Rental Income	17,280	1,584	9,504	55.0%
Miscellaneous Revenues	165,690	1,115	108,603	65.5%
Insurance Proceeds	500	0	1,574	314.9%
Cash Over/(Short)	200	0	(79)	-39.6%
Food Workers' Registration	15,000	869	6,232	41.5%
Food Establishment Licenses	12,000	475	5,050	42.1%
Police Misc. Revenues	3,000	325	1,606	53.5%
Bell County Fire Runs Revenue	3,400	0	4,437	130.5%
County EMS Revenue	40,000	0	-	0.0%

* This budget reflects the budget amendments that were approved by City Council on 11/03/2008 and 04/07/2009.

**CITY OF COPPERAS COVE
MONTHLY COUNCIL REPORT
GENERAL FUND
As of March 31, 2009 (FY 2008-09)**

Description	Adopted Budget*	Current Month Mar. 2009	Total Year to Date	Percent Year to Date
Miscellaneous Revenue (cont.)				
Maint. & Landscape Revenue-HR Bldg.	2,100	1,200	2,400	114.3%
Street Sign Revenue	3,475	0	2,980	85.8%
Auction Proceeds	8,000	0	12,751	159.4%
County Mutual Aid Revenue	54,000	14,850	69,715	129.1%
Subtotal Miscellaneous Rev.	\$ 524,645	24,298	\$ 255,944	48.8%
TOTAL G. F. REVENUE	\$ 14,516,576	698,483	\$ 9,947,370	68.5%

GENERAL FUND EXPENDITURES				
City Council	\$ 42,240	\$ 359	\$ 8,300	19.6%
City Manager	285,412	17,697	116,188	40.7%
City Secretary/Elections	163,182	24,515	94,863	58.1%
City Attorney	155,062	22,703	95,082	61.3%
Finance	653,360	78,209	330,283	50.6%
Human Resources	240,671	17,838	116,547	48.4%
Information Systems	239,238	17,477	113,993	47.6%
Municipal Court	351,155	26,749	163,833	46.7%
Police	4,762,190	310,080	2,113,765	44.4%
Public Affairs Office	115,389	45,245	63,517	55.0%
Animal Control	240,896	16,037	105,786	43.9%
Fire/EMS	3,214,345	236,900	1,518,857	47.3%
Emergency Management	17,443	155	622	3.6%
Engineering	169,259	(6,592)	70,665	41.7%
Building & Development Services	274,844	18,339	103,144	37.5%
Streets	819,582	36,922	366,230	44.7%
Parks and Recreation	1,030,046	61,698	441,279	42.8%
Fleet Services	253,226	18,458	124,999	49.4%
Facility Maintenance	111,119	7,343	47,851	43.1%
Planning	212,447	14,232	92,607	43.6%
Library	533,921	33,418	233,567	43.7%
Code & Health	219,902	10,559	84,247	38.3%
Non-Departmental	566,389	31,982	272,938	48.2%
TOTAL GENERAL FUND EXPENDITURES	\$ 14,671,318	1,040,321	\$ 6,679,164	45.5%
ENDING FUND BALANCE				
Unreserved, Designated	\$ 1,000,000	1,000,000	\$ 1,000,000	
Unreserved, Undesignated	\$ 2,673,097	6,527,880	\$ 6,527,880	
TOTAL ENDING FUND BALANCE	\$ 3,673,097	7,527,880	\$ 7,527,880	
IDEAL RESERVE FUND BALANCE	\$ 3,667,830	3,667,830	\$ 3,667,830	
OVER (UNDER) IDEAL RESERVE FUND BALANCE	\$ 5,267	3,860,050	\$ 3,860,050	

* This budget reflects the budget amendments that were approved by City Council on 11/03/2008 and 04/07/2009.

**CITY OF COPPERAS COVE
MONTHLY COUNCIL REPORT
WATER & SEWER FUND
As of March 31, 2009 (FY 2008-09)**

Description	Adopted Budget*	Current Month Mar. 2009	Total Year to Date	Percent Year to Date
BEGINNING FUND BALANCE				
Unreserved, Undesignated	\$ 1,579,636	1,847,193	\$ 1,730,313	
TOTAL BEGINNING FUND BALANCE	\$ 1,579,636	1,847,193	\$ 1,730,313	
W & S FUND REVENUES				
Operating Revenues				
Water Revenue	\$ 4,756,780	\$ 305,089	\$ 2,130,583	44.8%
Sewer Revenue	3,570,000	262,529	1,674,043	46.9%
Senior Discount	(140,800)	(9,600)	(63,691)	45.2%
Water Tap Fees	100,000	3,122	16,553	16.6%
Sewer Tap Fees	26,000	560	4,780	18.4%
Connect Fee	60,000	5,110	25,720	42.9%
Meter Box Reset Fee	500	0	-	0.0%
Composting Sales Revenue	12,000	2,350	6,282	52.4%
Subtotal Operating Revenues	\$ 8,384,480	569,161	\$ 3,794,270	45.3%
Other Revenues				
Admin Reimb-Drainage	\$ 20,000	\$ 1,667	\$ 10,000	50.0%
Interest Revenue	100,000	1,492	17,276	17.3%
Late Charge For Billing	270,000	18,321	125,256	46.4%
Riser Forfeiture Revenue	1,000	200	1,580	158.0%
Auction Proceeds	1,000	0	10,398	1039.8%
Insurance Proceeds	0	0	1,093	N/A
Miscellaneous Revenues	54,990	4,018	28,905	52.6%
Subtotal Other Revenues	\$ 446,990	\$ 25,697	\$ 194,508	43.5%
TOTAL W & S FD REVENUES	\$ 8,831,470	594,858	\$ 3,988,778	45.2%
W & S FUND EXPENSES				
Public Works	\$ 169,683	\$ 12,966	\$ 85,881	50.6%
Utility Administration	593,848	45,316	282,638	47.6%
Water Distribution	1,304,571	57,624	498,424	38.2%
Sewer Collection	555,986	38,030	221,475	39.8%
Wastewater Treatment	1,529,202	43,018	621,742	40.7%
Composting	184,989	14,384	80,863	43.7%
Non-Departmental	4,675,281	110,188	1,807,543	38.7%
TOTAL W & S FUND EXPENSES	\$ 9,013,560	321,526	\$ 3,598,566	39.9%
ENDING FUND BALANCE				
Unreserved, Undesignated	\$ 1,397,546	2,120,525	\$ 2,120,525	
TOTAL ENDING FUND BALANCE	\$ 1,397,546	2,120,525	\$ 2,120,525	
IDEAL RESERVE FUND BALANCE	\$ 2,253,390	2,253,390	\$ 2,253,390	
OVER (UNDER) IDEAL RESERVE FUND BALANCE	\$ (855,844)	(132,865)	\$ (132,865)	

* This budget reflects the budget amendments that were approved by City Council on 11/03/2008 and 04/07/2009.

**CITY OF COPPERAS COVE
MONTHLY COUNCIL REPORT
SOLID WASTE FUND
As of March 31, 2009 (FY 2008-09)**

Description	Adopted Budget*	Current Month Mar. 2009	Total Year to Date	Percent Year to Date
BEGINNING FUND BALANCE				
Unreserved, Undesignated	\$ 750,357	1,027,808	\$ 837,422	
TOTAL BEGINNING FUND BALANCE	\$ 750,357	1,027,808	\$ 837,422	
SOLID WASTE FUND REVENUE				
Operating Revenue				
Refuse Collection Fees	\$ 2,451,700	\$ 194,834	\$ 1,193,510	48.7%
Sanitary Landfill Fees	400,000	27,859	158,912	39.7%
Senior Discount	(40,700)	(3,246)	(19,350)	47.5%
Recycling Proceeds	45,000	966	13,230	29.4%
Sale of Scrap Metal	16,000	984	2,830	17.7%
Sale of Kraft Bags	13,000	1,194	4,327	33.3%
Container Reload Fees	7,500	254	4,293	57.2%
Return Service/Overload Container	500	0	346	69.2%
Roll-Off Rental Income	45,000	1,515	10,602	23.6%
Rear Load Dumpster Rental	2,000	165	1,951	97.6%
Bulky/White Goods Collection	68,040	5,940	44,887	66.0%
Container Removal from Curb	15,450	0	-	0.0%
Auto Lid Locks	1,000	95	450	45.0%
Miscellaneous Solid Waste Fees	3,274	0	-	0.0%
Subtotal Operating Revenue	\$ 3,027,764	230,561	\$ 1,415,988	46.8%
Other Revenue				
Interest Revenue	\$ 28,000	\$ 428	\$ 4,754	17.0%
Late Charge For Billing	123,000	9,160	62,628	50.9%
Auction Proceeds	5,000	0	-	0.0%
Miscellaneous Revenues	1,000	186	4,448	444.8%
Subtotal Other Revenue	\$ 157,000	9,775	\$ 71,830	45.8%
TOTAL SOLID WASTE REVENUE	\$ 3,184,764	240,336	\$ 1,487,818	46.7%
SOLID WASTE FUND EXPENSES				
Solid Waste Administration	\$ 229,350	\$ 16,885	\$ 113,150	49.3%
Solid Waste Collection - Residential	387,254	26,307	163,717	42.3%
Solid Waste Collection - Recycling	148,667	9,410	62,643	42.1%
Solid Waste Collection - Brush	165,034	9,177	62,764	38.0%
Solid Waste Collection - Commercial	433,744	32,259	191,755	44.2%
Solid Waste Disposal - Transfer Station	1,187,612	68,706	401,151	33.8%
Solid Waste Recycling - KCCB	24,789	906	3,385	13.7%
Non-Departmental	553,969	38,580	260,760	47.1%
TOTAL SOLID WASTE EXPENSES	\$ 3,130,419	202,230	\$ 1,259,326	40.2%
ENDING FUND BALANCE				
Unreserved, Undesignated	\$ 804,702	1,065,914	\$ 1,065,914	
TOTAL ENDING FUND BALANCE	\$ 804,702	1,065,914	\$ 1,065,914	
IDEAL RESERVE FUND BALANCE	\$ 782,605	782,605	\$ 782,605	
OVER (UNDER) IDEAL RESERVE				
FUND BALANCE	\$ 22,097	283,309	\$ 283,309	

* This budget reflects the budget amendments that were approved by City Council on 11/03/2008 and 04/07/2009.

**CITY OF COPPERAS COVE
MONTHLY COUNCIL REPORT
GOLF COURSE FUND
As of March 31, 2009 (FY 2008-09)**

Description	Adopted Budget*	Current Month Mar. 2009	Total Year to Date	Percent Year to Date
BEGINNING FUND BALANCE				
Unreserved, Undesignated	\$ 109,343	(152,293)	\$ 6,076	
TOTAL BEGINNING FUND BALANCE	\$ 109,343	(152,293)	\$ 6,076	
GOLF COURSE FUND REVENUE				
Green Fees	\$ 229,705	\$ 9,937	\$ 53,097	23.1%
Cart Rental Fees	214,800	11,486	58,720	27.3%
Membership Dues	124,340	3,650	9,042	7.3%
Cart Storage Fees	36,800	0	-	0.0%
Trail Fees	16,200	840	1,789	11.0%
Pro Shop Sales	80,000	3,330	18,634	23.3%
Handicap Fees	1,500	0	-	0.0%
Driving Range Fees	40,000	2,566	10,991	27.5%
Snack Bar Revenue F&B	75,000	3,389	19,891	26.5%
Snack Bar Revenue-Beer & Wine	25,000	1,202	6,538	26.2%
Food & Beverage (Non-tax)	1,000	0	457	45.7%
Facility Rental Income	3,000	0	500	16.7%
Swimming Pool Receipts	500	0	-	0.0%
Interest Revenue	50	0	0	0.2%
Special Green Fees	6,500	1,314	4,823	74.2%
Special Lunch	3,200	80	593	18.5%
Tournament Green Fees	15,500	1,104	3,285	21.2%
Tournament Cart Fees	12,500	685	1,831	14.7%
Tournament Fees	10,250	0	-	0.0%
Miscellaneous Receipts	140	1,566	1,524	1088.8%
Golf Lesson Revenue	1,000	0	37	3.7%
TOTAL G. C. FD REVENUE	\$ 896,985	\$ 41,149	\$ 191,753	21.4%
GOLF COURSE FUND EXPENSES				
Golf Course Administration	\$ 317,201	\$ 23,688	\$ 140,743	44.4%
Golf Course Concessions	112,079	5,009	36,898	32.9%
Golf Course Maintenance	427,396	22,771	170,723	39.9%
Non-Departmental	23,331	0	12,076	51.8%
TOTAL GOLF COURSE FUND EXPENSES	\$ 880,007	51,468	\$ 360,440	41.0%
ENDING FUND BALANCE				
Unreserved, Undesignated	\$ 126,321	(162,611)	\$ (162,611)	
TOTAL ENDING FUND BALANCE	\$ 126,321	(162,611)	\$ (162,611)	
IDEAL RESERVE FUND BALANCE	\$ 220,002	220,002	\$ 220,002	
OVER (UNDER) IDEAL RESERVE FUND BALANCE	\$ (93,681)	(382,613)	\$ (382,613)	

* This budget reflects the budget amendments that were approved by City Council on 11/03/2008 and 04/07/2009.

**CITY OF COPPERAS COVE
MONTHLY COUNCIL REPORT
DRAINAGE UTILITY FUND
As of March 31, 2009 (FY 2008-09)**

Description	Adopted Budget*	Current Month Mar. 2009	Total Year to Date	Percent Year to Date
BEGINNING FUND BALANCE				
Unreserved, Undesignated	\$ 72,479	292,724	\$ 126,827	
TOTAL BEGINNING FUND BALANCE	\$ 72,479	292,724	\$ 126,827	
DRAINAGE UTILITY FUND REVENUE				
Drainage Utility Fee	\$ 870,000	\$ 71,244	\$ 426,306	49.0%
Subtotal Drainage Utility Revenue	\$ 870,000	71,244	\$ 426,306	49.0%
Other Revenue				
Miscellaneous Revenue	\$ 710	\$ -	\$ 380	53.5%
Interest Revenue	35,000	461	5,368	15.3%
Subtotal Other Revenue	\$ 35,710	461	\$ 5,748	16.1%
TOTAL DRAINAGE UTILITY REVENUE	\$ 905,710	71,705	\$ 432,054	47.7%
DRAINAGE UTILITY FUND EXPENDITURES				
Drainage	\$ 467,186	\$ 107,284	\$ 257,242	55.1%
Non-Departmental	344,590	2,913	47,407	13.8%
TOTAL DRAINAGE UTILITY FUND EXPENDITURES	\$ 811,776	\$ 110,197	\$ 304,649	37.5%
Unreserved, Undesignated	\$ 166,413	254,232	\$ 254,232	
TOTAL ENDING FUND BALANCE	\$ 166,413	254,232	\$ 254,232	

* This budget reflects the budget amendments that were approved by City Council on 11/03/2008 and 04/07/2009.

CITY OF COPPERAS COVE
MONTHLY COUNCIL REPORT
OTHER FUNDS
As of March 31, 2009 (FY 2008-09)

Fund Description	Beginning Fund Balance	Revenues	Expenditures	Ending Fund Balance
Special Revenue Funds:				
Recreation Activities Fund	\$ 97,951	\$ 80,118	\$ 67,522	\$ 110,547
Cemetery Fund	2,237	31,039	18,470	14,807
Library Gifts and Memorials	8,571	307	277	8,600
Small Business Revolving Loan Fund	199,163	375	-	199,538
Hotel Occupancy Tax Fund	95,939	97,342	75,961	117,320
Animal Shelter Fund	19,328	23	488	18,862
City-Wide Donation Fund	62,819	25,416	5,763	82,472
Municipal Court Funds	170,799	28,591	17,789	181,600
Sub-Total Special Revenue Funds	\$ 656,807	\$ 263,210	\$ 186,270	\$733,747
Debt Service Fund:				
Tax Interest & Sinking Fund	\$ 366,565	\$ 1,555,773	\$ 502,663	\$ 1,419,675
Sub-Total Debt Service Fund:	\$ 366,565	\$ 1,555,773	\$ 502,663	\$ 1,419,675
Capital Projects Funds:				
2001 C.O. (Capital Equip./Improvements)	\$ 265,028	\$ 1,604	\$ 665	\$ 265,967
2001 C.O. (Water/Wastewater Phase II)	442,518	2,396	240,598	204,316
2003 C.O. (CIP)	494,675	2,016	2,750	493,941
2003 C.O. (W/WW Phase III)	1,335,046	5,891	156,803	1,184,134
2005 C.O. (Water Infrastructure Projects)	1,410,821	6,176	1,327,883	89,114
2006 Tax Notes (CIP)	256,874	1,477	109,288	149,063
2007 C.O. (Police Facility)	5,515,872	33,994	904,934	4,644,932
2008 Tax Supported Note	1,436,314	8,567	430,841	1,014,040
2008 Tax Supported Note (W&S)	1,032,348	6,282	109,171	929,458
2008 Tax Supported Note (Golf)	80,770	302	-	81,072
2008 Tax Supported Note (Drainage)	152,012	744	-	152,756
2008A Tax Limited Notes (Tax Supported)	-	1,064,354	269,115	795,239
2008A Tax Limited Notes (W&S)	-	642,636	169,253	473,383
2008A Tax Limited Notes (SW)	-	286,251	5,274	280,977
2008A Tax Limited Notes (Drainage)	-	175,635	91,952	83,682
2008A Tax Limited Notes (Golf)	-	30,127	27,124	3,003
Sub-Total C.I.P. Funds:	\$ 12,422,278	\$ 2,268,450	\$ 3,845,652	\$ 10,845,077
Total Other Funds	\$ 13,445,650	\$ 4,087,433	\$ 4,534,584	\$12,998,499

**City of Copperas Cove, Texas
2001 Certificates of Obligation
(Capital Equipment/Improvements)
As of March 31, 2009**

Account	Description	Total Project Budget**	As of FY 2007-08	FY 2008-09
Beginning Fund Balance				
90-300-0001	Fund Balance	\$ -	\$ -	265,028
Revenues				
90-390-1001	Bond Proceeds	\$ 1,914,227	\$ 1,914,227	\$ -
90-370-6001	Interest Income	96,255	91,503	1,604
90-370-6005	Miscellaneous Revenue	-	1,500	-
Total Revenues		<u>\$ 2,010,482</u>	<u>\$ 2,007,231</u>	<u>\$ 1,604</u>
Expenditures*				
90-4606-9000-8600	Bond Issuance Costs	\$ 56,766	\$ 56,766	\$ -
90-4606-9000-6050	Inspection Services	3,263	3,263	-
90-4606-3500-xxxx	City-Wide Network	148,622	148,622	-
90-4606-4100-8500	Municipal Court	196,779	196,780	-
90-4606-4300-xxxx	Animal Control Facility	60,119	60,120	-
90-4606-4400-8500	Fire Station No. 3	215,496	215,496	-
90-4606-4400-8300	Fire Equipment	248,855	248,855	-
90-4606-5300-8400	Street Equipment	126,170	126,170	-
90-4606-5300-8500	Reliever Route ROW Acquisition	440,437	172,155	-
90-4606-5400-8505	Ogletree Improvements	394,604	394,604	-
90-4606-5600-8500	Public Works Facility (1/2)	113,119	113,119	-
90-4606-9000-6014	Arbitrage Rebate Service	6,253	6,253	665
Total Expenditures		<u>\$ 2,010,482</u>	<u>\$ 1,742,203</u>	<u>\$ 665</u>
Ending Fund Balance				
90-300-0001	Fund Balance	<u>\$ -</u>	<u>\$ 265,028</u>	<u>\$ 265,967</u>

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

** This budget reflects all previous Capital Improvement budget amendments that were approved by City Council.

City of Copperas Cove, Texas
2001 Certificates of Obligation
(Phase II of Water/Wastewater CIP)
As of March 31, 2009

Account	Description	Total Project Budget**	As of FY 2007-08	FY 2008-09
Beginning Fund Balance				
91-300-0001	Fund Balance	\$ -	\$ -	\$ 442,518
Revenues				
91-390-1001	Bond Proceeds	\$ 6,482,383	\$ 6,482,383	\$ -
91-370-6001	Interest Income	344,648	339,666	2,396
Total Revenues		<u>\$ 6,827,031</u>	<u>\$ 6,822,049</u>	<u>\$ 2,396</u>
Expenditures*				
91-4607-9100-8600	Bond Issuance Costs	\$ 165,380	\$ 165,380	\$ -
91-4607-9100-6014	Arbitrage Rebate Service Fee	-	-	2,250
91-4607-9100-6100	Advertising	191	191	-
91-4607-5600-6800	Professional Services	28,743	28,743	-
91-4607-9100-9032	Public Works Facility (1/2)	130,184	130,184	-
91-4607-9100-9034	Turkey Run Pumps & Tank	443,736	443,736	-
91-4607-9100-9036	Hogg Mt. Pumps & Tank	135,545	135,545	-
91-4607-9100-9038	Killeen/CC Water Line	3,206,692	3,206,692	-
91-4607-9100-9040	Turkey Run Tank Rehab.	275,763	275,763	-
91-4607-9100-9042	Joint Pump Station	753,512	753,512	-
91-4607-9100-9044	Grimes Crossing Water Line	503,837	503,837	-
91-4607-9100-9046	Joes Road Water Line	68,981	68,981	-
91-4607-9100-9047	Wolfe Road	75,855	75,855	-
91-4607-9100-9048	Taylor Mountain Pump Stn	220,606	220,606	-
91-4607-9100-9052	Mickan Mountain Rehab	214,078	214,078	-
91-4607-9100-9054	Hughes Mountain Rehab	252,500	25,000	238,348
91-4607-9100-9050	South Wastewater Plant	93,380	93,380	-
91-4607-5100-xxxx	Salaries/Related Expense	38,048	38,048	-
91-4607-9100-9318	Principal - 2001 C/O	220,000	-	-
Total Expenditures		<u>\$ 6,827,031</u>	<u>\$ 6,379,530</u>	<u>\$ 240,598</u>
Ending Fund Balance				
91-300-0001	Fund Balance	<u>\$ -</u>	<u>\$ 442,518</u>	<u>\$ 204,316</u>

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

** This budget reflects all previous Capital Improvement budget amendments that were approved by City Council.

**City of Copperas Cove, Texas
2003 Certificates of Obligation
Tax Supported Capital Projects
As of March 31, 2009**

Account	Description	Total Project Budget**	As of FY 2007-08	FY 2008-09
Beginning Fund Balance				
70-300-0001	Fund Balance	\$ -	\$ -	\$ 494,675
Revenues				
70-390-1003	Bond Proceeds	\$ 4,190,000	\$ 4,190,000	\$ -
70-370-6001	Interest Income	231,951	232,009	2,016
70-370-6005	Miscellaneous Revenue	1,953	1,953	-
Total Revenues		<u>\$ 4,423,904</u>	<u>\$ 4,423,962</u>	<u>\$ 2,016</u>
Expenditures*				
70-231-0920	Bond Issuance Costs	\$ 82,543	\$ 82,543	\$ -
70-231-0922	Unamortized Bond Discount	20,061	20,061	-
70-4615-4400-9021	Communications System	1,611,545	1,611,545	-
70-4615-4400-9023	Fire Department Pumper Truck	247,064	247,064	-
70-4615-5100-xxxx	Salary/Benefits	5,344	5,344	-
70-4615-4200-9039	Police Department Bldg. Repairs	22,537	22,537	-
70-4615-5300-9029	Improvements to FM 1113	377,386	377,386	-
70-4615-5400-9025	Renovation of Civic Center	132,691	132,691	-
70-4615-5400-9027	Construction of Skate Park	24,750	24,750	-
70-4615-5400-9033	Feeder Road (SE Bypass)	589,637	95,021	-
70-4615-5400-9035	City Hall Roof Repairs	11,441	11,441	-
70-4615-5400-9037	Human Resources Bldg. Repairs	94,312	94,313	-
70-4615-8500-6014	Arbitrage Rebate Service Fee	-	-	2,750
70-4615-8500-9019	Construction of Big Divide	954,535	954,534	-
70-4615-8500-9043	Street Reconstruction	250,058	250,058	-
Total Expenditures		<u>\$ 4,423,904</u>	<u>\$ 3,929,287</u>	<u>\$ 2,750</u>
Ending Fund Balance				
70-300-0001	Fund Balance	<u>\$ -</u>	<u>\$ 494,675</u>	<u>\$ 493,939</u>

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

** This budget reflects all previous Capital Improvement budget amendments that were approved by City Council.

City of Copperas Cove, Texas
2003 Certificates of Obligation
(Phase III of Water/Wastewater CIP)
As of March 31, 2009

Account	Description	Total Project Budget**	As of FY 2007-08	FY 2008-09
Beginning Fund Balance				
71-300-0001	Fund Balance	\$ -	\$ -	\$ 1,335,046
Revenues				
71-390-1003	Bond Proceeds	\$ 9,820,000	\$ 9,820,000	\$ -
71-370-6001	Interest Income	542,531	544,517	5,891
71-390-1001	Developer Contributions	21,085	21,085	-
71-370-6005	Miscellaneous Revenue	167,965	167,966	-
Total Revenues		\$ 10,551,581	\$ 10,553,567	\$ 5,891
Expenditures*				
71-4615-xxxx-xxxx	Bond Issuance Costs	\$ 192,601	\$ 192,601	\$ -
71-4615-xxxx-xxxx	Bond Discount	46,809	46,809	-
71-4615-4400-9021	Communications System	181,613	181,613	-
71-4615-5100-xxxx	Salaries/Benefits	87,689	87,689	-
71-4615-8500-6014	Arbitrage Rebate Service Fee	-	-	9,760
71-4615-8500-9003	Meadow Brook Sewer Project	158,996	158,996	-
71-4615-8500-9005	Hwy 190 Sewer Project	181,203	181,203	-
71-4615-8500-9007	Mountain Top Water Project	565,131	565,131	-
71-4615-8500-9009	Big Divide (Sewer)	630,650	630,650	-
71-4615-8500-9011	Big Divide (Water)	982,358	982,358	-
71-4615-8500-9013	NE WW Plant Expansion	4,399,837	4,399,837	-
71-4615-8100-9041	Utility Admin. Bldg. Repairs	19,526	19,526	-
71-4615-8500-9014	South Plant-Fine Screens	101,500	101,500	-
71-4615-8500-9015	NW WW Plant Expansion	1,134,003	1,134,003	-
71-4615-8500-9017	4th Year Sewer Improvement	845,457	314,242	12,026
71-4615-8500-9021	Water Model Study	84,196	84,196	-
71-4615-8500-9029	FM 1113 Improvement (Sidewalk)	10,066	10,066	-
71-4615-8500-9031	Expansion of Constitution	128,100	128,100	-
71-4615-8500-9322	Principal 2003 CO	230,000	-	-
71-4615-8500-9422	Interest 2003 CO	270,035	-	135,018
Total Expenditures		\$ 10,249,770	\$ 9,218,519	\$ 156,803
Ending Fund Balance				
71-300-0001	Fund Balance	\$ 301,811	\$ 1,335,046	\$ 1,184,134

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

** This budget reflects all previous Capital Improvement budget amendments that were approved by City Council.

City of Copperas Cove, Texas
2005 Certificates of Obligation
Water Projects
As of March 31, 2009

Account	Description	Total Project Budget**	As of FY 2007-08	FY 2008-09
Beginning Fund Balance				
93-300-0001	Fund Balance	\$ -	\$ -	\$ 1,410,821
Revenues				
93-390-1003	Bond Proceeds	\$ 3,050,000	\$ 3,050,000	\$ -
93-370-6001	Interest Revenue	344,476	321,886	6,176
Total Revenues		<u>\$ 3,394,476</u>	<u>\$ 3,371,886</u>	<u>\$ 6,176</u>
Expenditures*				
93-4616-5100-xxxx	Salary/Benefits	\$ 458	\$ 458	\$ -
93-4616-8500-6014	Arbitrage Rebate Service	-	-	4,715
93-4615-8500-6100	Contractual Services	244	244	-
93-4616-8500-8600	Issuance Costs	62,050	62,050	-
93-4616-8500-9032	East Pump Station	1,423,593	1,071,485	408,351
93-4616-8500-9034	Turkey Run Pump Station	1,184,185	102,883	914,817
93-4616-8500-9036	Hogg Mountain Water Tank	723,946	723,946	-
Total Expenditures		<u>\$ 3,394,476</u>	<u>\$ 1,961,066</u>	<u>\$ 1,327,883</u>
Ending Fund Balance				
93-253-0001	Fund Balance	<u>\$ -</u>	<u>\$ 1,410,821</u>	<u>\$ 89,113</u>

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

** This budget reflects all previous Capital Improvement budget amendments that were approved by City Council.

City of Copperas Cove, Texas
2006 Limited Tax Notes
Capital Equipment/Land & Professional Services
As of March 31, 2009

Account	Description	Total Project Budget**	As of FY 2007-08	FY 2008-09
Beginning Fund Balance				
73-300-0001	Fund Balance	\$ -	\$ -	\$ 256,874
Revenues				
73-390-1003	Bond Proceeds	\$ 1,260,000	\$ 1,260,000	\$ -
73-370-6001	Interest Revenue	82,420	82,582	1,477
Total Revenues		<u>\$ 1,342,420</u>	<u>\$ 1,342,582</u>	<u>\$ 1,477</u>
Expenditures*				
73-4617-9900-9500	Bond Issuance Costs	\$ 25,796	\$ 25,796	\$ -
73-4617-9900-6014	Arbitrage Rebate Service Fee	-	-	2,525
73-4617-4200-2200	Postage	20	20	-
73-4617-4200-6800	Professional Services	856,500	599,787	106,763
73-4617-4200-8600	Land	197,134	197,134	-
73-4617-4400-8300	Ambulance	97,525	97,525	-
73-4617-5300-8300	Street Sweeper	165,445	165,445	-
Total Expenditures		<u>\$ 1,342,420</u>	<u>\$ 1,085,708</u>	<u>\$ 109,288</u>
Ending Fund Balance				
73-253-0001	Fund Balance	<u>\$ -</u>	<u>\$ 256,874</u>	<u>\$ 149,063</u>

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

** This budget reflects all previous Capital Improvement budget amendments that were approved by City Council.

**City of Copperas Cove, Texas
2007 Certificates of Obligation
Police Facility
As of March 31, 2009**

Account	Description	Total Project Budget**	As of FY 2007-08	FY 2008-09
Beginning Fund Balance				
74-300-0001	Fund Balance	\$ -	\$ -	\$ 5,515,872
Revenues				
74-390-1001	Bond Proceeds	\$ 5,300,000	\$ 5,300,000	\$ -
74-370-6001	Interest Revenue	325,974	272,636	33,994
Total Revenues		<u>\$ 5,625,974</u>	<u>\$ 5,572,636</u>	<u>\$ 33,994</u>
Expenditures*				
74-4618-4200-8600	Bond Issuance Costs	\$ 54,030	\$ 54,030	\$ -
74-4618-4200-6014	Arbitrage Rebate Service Fee	-	-	835
74-4618-4200-2200	Postage	23	23	-
74-4618-4200-6100	Advertising	541	541	588
74-4618-4200-6800	Professional Services	65,000	2,170	-
74-4617-4200-8500	Police Facility	5,506,380	-	903,511
Total Expenditures		<u>\$ 5,625,974</u>	<u>\$ 56,764</u>	<u>\$ 904,934</u>
Ending Fund Balance				
74-253-0001	Fund Balance	<u>\$ -</u>	<u>\$ 5,515,872</u>	<u>\$ 4,644,932</u>

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

** This budget reflects all previous Capital Improvement budget amendments that were approved by City Council.

City of Copperas Cove, Texas
2008 Limited Tax Notes
Tax Supported
As of March 31, 2009

Account	Description	Total Project Budget**	As of FY 2007-08	FY 2008-09
Beginning Fund Balance				
75-300-0001	Fund Balance	\$ -	\$ -	\$ 1,436,314
Revenues				
75-390-1001	Bond Proceeds	\$ 1,485,000	1,485,000	\$ -
75-370-6001	Interest Revenue	-	13,917	8,567
75-390-6005	Miscellaneous Revenue	83,000	83,000	-
Total Revenues		<u>\$ 1,568,000</u>	<u>\$ 1,581,917</u>	<u>\$ 8,567</u>
Expenditures*				
75-4190-7500-9500	Bond Issuance Costs	\$ 25,000	\$ 22,894	\$ 25
75-4190-7500-9032	Baseball Field Lighting	58,230	-	58,230
75-4190-7500-9033	Camp Liveoak Renovation	20,000	-	2,025
75-4190-7500-9034	Cash Receipts - City Wide	17,270	16,471	-
75-4190-7500-9035	Fire Station Reloc. Land	125,000	-	-
75-4190-7500-9036	Playscape - City Park	35,000	33,113	-
75-4190-7500-9037	Playscape - Kate Street	35,000	35,030	-
75-4190-7500-9038	Recreation Center	500,000	9,095	6,000
75-4190-7500-9039	Park renovations	34,500	-	-
75-4190-7500-9040	Library Renovations	50,000	-	2,500
75-4190-7500-9041	Soccer Field Lighting	70,000	-	71,670
75-4190-7500-9042	Active Software (Parks)	15,000	-	4,000
75-4190-7500-9043	Summers Rd/Street Reconstruction	583,000	29,000	286,392
Total Expenditures		<u>\$ 1,568,000</u>	<u>\$ 145,603</u>	<u>\$ 430,841</u>
Ending Fund Balance				
75-253-0001	Fund Balance	<u>\$ -</u>	<u>\$ 1,436,314</u>	<u>\$ 1,014,040</u>

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

** This budget reflects all previous Capital Improvement budget amendments that were approved by City Council.

**City of Copperas Cove, Texas
2008 Limited Tax Notes
Water & Sewer Fund (Phase III)
As of March 31, 2009**

Account	Description	Total Project Budget**	As of FY 2007-08	FY 2008-09
Beginning Fund Balance				
76-300-0001	Fund Balance	\$ -	\$ -	\$ 1,032,348
Revenues				
76-390-1001	Bond Proceeds	\$ 1,135,000	\$ 1,135,000	\$ -
76-370-6001	Interest Revenue	-	10,691	6,282
Total Revenues		<u>\$ 1,135,000</u>	<u>\$ 1,145,691</u>	<u>\$ 6,282</u>
Expenditures*				
76-4615-8500-9500	Bond Issuance Costs	\$ 20,000	\$ 18,447	\$ -
76-4615-8500-9333	Principal - 2008 Tax Note	-	-	80,000
76-4615-8500-9034	Turkey Run Pump Station	493,500	115	15,651
76-4615-8500-9036	Mesa Verde II-380 Agreement	620,750	94,782	13,520
Total Expenditures		<u>\$ 1,134,250</u>	<u>\$ 113,343</u>	<u>\$ 109,171</u>
Ending Fund Balance				
76-253-0001	Fund Balance	<u>\$ 750</u>	<u>\$ 1,032,348</u>	<u>\$ 929,459</u>

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

** This budget reflects all previous Capital Improvement budget amendments that were approved by City Council.

City of Copperas Cove, Texas
2008 Limited Tax Notes
Golf
As of March 31, 2009

Account	Description	Total Project Budget**	As of FY 2007-08	FY 2008-09
Beginning Fund Balance				
77-300-0001	Fund Balance	\$ -	\$ -	\$ 80,770
Revenues				
77-390-1001	Bond Proceeds	\$ 80,000	\$ 80,000	\$ -
77-370-6001	Interest Revenue	-	770	302
Total Revenues		<u>\$ 80,000</u>	<u>\$ 80,770</u>	<u>\$ 302</u>
Expenditures*				
77-4310-7400-9044	Golf Cart Storage	\$ 80,000	\$ -	\$ -
Total Expenditures		<u>\$ 80,000</u>	<u>\$ -</u>	<u>\$ -</u>
Ending Fund Balance				
77-253-0001	Fund Balance	<u>\$ -</u>	<u>\$ 80,770</u>	<u>\$ 81,072</u>

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

** This budget reflects all previous Capital Improvement budget amendments that were approved by City Council.

**City of Copperas Cove, Texas
2008 Limited Tax Notes
Drainage
As of March 31, 2009**

Account	Description	Total Project Budget**	As of FY 2007-08	FY 2008-09
Beginning Fund Balance				
78-300-0001	Fund Balance	\$ -	\$ -	\$ 152,012
Revenues				
78-390-1001	Bond Proceeds	\$ 155,000	\$ 155,000	\$ -
78-370-6001	Interest Revenue	-	1,445	744
Total Revenues		<u>\$ 155,000</u>	<u>\$ 156,445</u>	<u>\$ 744</u>
Expenditures*				
78-4410-7600-9500	Bond Issuance Cost	\$ 5,000	\$ 4,433	\$ -
78-4410-7600-9037	Rolling Heights Drainage	150,000	-	-
Total Expenditures		<u>\$ 155,000</u>	<u>\$ 4,433</u>	<u>\$ -</u>
Ending Fund Balance				
78-253-0001	Fund Balance	<u>\$ -</u>	<u>\$ 152,012</u>	<u>\$ 152,756</u>

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

** This budget reflects all previous Capital Improvement budget amendments that were approved by City Council.

City of Copperas Cove, Texas
2008A Limited Tax Notes
Tax Supported
As of March 31, 2009

Account	Description	Total Project Budget**	As of FY 2007-08	FY 2008-09
Beginning Fund Balance				
79-300-0001	Fund Balance	\$ -	\$ -	\$ -
Revenues				
79-390-1001	Bond Proceeds	\$ 1,060,000	\$ -	\$ 1,060,000
79-370-6001	Interest Revenue	-	-	4,354
Total Revenues		<u>\$ 1,060,000</u>	<u>\$ -</u>	<u>\$ 1,064,354</u>
Expenditures*				
79-4190-7500-8200	Furniture	\$ 16,050	\$ -	\$ 15,100
79-4190-7500-8300	Vehicles	312,604	-	125,192
79-4190-7500-8400	General Equipment	43,323	-	37,356
79-4190-7500-8402	Electronic Equipment	233,142	-	70,327
79-4190-7500-8500	Facilities	12,750	-	-
79-4190-7500-9045	City Smart Lighting Upgrade	57,800	-	-
79-4190-7500-9046	Bradford Drive Road Extension	247,000	-	-
79-4190-7500-9047	Summers Rd/Street Reconstruction	115,637	-	-
79-4190-7500-9500	Bond Issuance Costs	20,000	-	21,140
Total Expenditures		<u>\$ 1,058,306</u>	<u>\$ -</u>	<u>\$ 269,115</u>
Ending Fund Balance				
79-300-0001	Fund Balance	<u>\$ 1,694</u>	<u>\$ -</u>	<u>\$ 795,239</u>

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

** This budget reflects all previous Capital Improvement budget amendments that were approved by City Council.

City of Copperas Cove, Texas
2008A Limited Tax Notes
Water & Sewer
As of March 31, 2009

Account	Description	Total Project Budget**	As of FY 2007-08	FY 2008-09
Beginning Fund Balance				
80-300-001	Fund Balance	\$ -	\$ -	\$ -
Revenues				
80-390-1001	Bond Proceeds	\$ 640,000	\$ -	\$ 640,000
80-370-6001	Interest Revenue	-	-	2,636
Total Revenues		<u>\$ 640,000</u>	<u>\$ -</u>	<u>\$ 642,636</u>
Expenditures*				
80-4615-8500-8300	Vehicles	\$ 83,408	\$ -	\$ 79,261
80-4615-8500-8400	General Equipment	35,200	-	34,505
80-4615-8500-8500	Facilities	60,500	-	-
80-4615-8500-9048	Mesa Verde Sewer Extension	50,272	-	-
80-4615-8500-9049	Retrofit One Clarifier at South Plant	220,000	-	18,440
80-4615-8500-9050	Water Tank Rehabs	180,000	-	26,500
80-4615-8500-9500	Bond Issuance Costs	10,000	-	10,548
Total Expenditures		<u>\$ 639,380</u>	<u>\$ -</u>	<u>\$ 169,253</u>
Ending Fund Balance				
80-300-0001	Fund Balance	<u>\$ 620</u>	<u>\$ -</u>	<u>\$ 473,383</u>

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

** This budget reflects all previous Capital Improvement budget amendments that were approved by City Council.

City of Copperas Cove, Texas
2008A Limited Tax Notes
Solid Waste
As of March 31, 2009

Account	Description	Total Project Budget**	As of FY 2007-08	FY 2008-09
Beginning Fund Balance				
81-300-0001	Fund Balance	\$ -	\$ -	\$ -
Revenues				
81-390-1001	Bond Proceeds	\$ 285,000	\$ -	\$ 285,000
81-370-6001	Interest Revenue	-	-	1,251
Total Revenues		<u>\$ 285,000</u>	<u>\$ -</u>	<u>\$ 286,251</u>
Expenditures*				
81-4430-9500-8400	General Equipment	\$ 203,400	\$ -	\$ -
81-4430-9500-9051	Recycling Center Expansion	75,582	-	-
81-4430-9500-9500	Bond Issuance Cost	5,000	-	5,274
Total Expenditures		<u>\$ 283,982</u>	<u>\$ -</u>	<u>\$ 5,274</u>
Ending Fund Balance				
81-300-0001	Fund Balance	<u>\$ 1,018</u>	<u>\$ -</u>	<u>\$ 280,977</u>

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

** This budget reflects all previous Capital Improvement budget amendments that were approved by City Council.

City of Copperas Cove, Texas
2008A Limited Tax Notes
Drainage
As of March 31, 2009

Account	Description	Total Project Budget**	As of FY 2007-08	FY 2008-09
Beginning Fund Balance				
82-300-0001	Fund Balance	\$ -	\$ -	\$ -
Revenues				
82-390-1001	Bond Proceeds	\$ 175,000	\$ -	\$ 175,000
82-370-6001	Interest Revenue	-	-	635
Total Revenues		<u>\$ 175,000</u>	<u>\$ -</u>	<u>\$ 175,635</u>
Expenditures*				
82-4410-8000-8400	General Equipment	\$ 62,893	\$ -	\$ 62,786
82-4410-8000-9052	Martin Walker Study / Detention Design	50,000	-	-
82-4410-8000-9053	Eastside Drainage Infrastructure Design	30,000	-	-
82-4410-8000-9054	Tonkawa Village - Katlyn Circle	24,450	-	23,892
82-4410-8000-9500	Bond Issuance Costs	5,000	-	5,274
Total Expenditures		<u>\$ 172,343</u>	<u>\$ -</u>	<u>\$ 91,952</u>
Ending Fund Balance				
82-300-0001	Fund Balance	<u>\$ 2,657</u>	<u>\$ -</u>	<u>\$ 83,682</u>

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

** This budget reflects all previous Capital Improvement budget amendments that were approved by City Council.

City of Copperas Cove, Texas
2008A Limited Tax Notes
Golf
As of March 31, 2009

Account	Description	Total Project Budget**	As of FY 2007-08	FY 2008-09
Beginning Fund Balance				
83-300-0001	Fund Balance	\$ -	\$ -	\$ -
Revenues				
83-390-1001	Bond Proceeds	\$ 30,000	\$ -	\$ 30,000
83-370-6001	Interest Revenue	-	-	127
Total Revenues		<u>\$ 30,000</u>	<u>\$ -</u>	<u>\$ 30,127</u>
Expenditures*				
83-4310-7500-8400	General Equipment	\$ -	\$ -	\$ 27,124
83-4310-7500-9500	Bond Issuance Costs	30,000	-	-
Total Expenditures		<u>\$ 30,000</u>	<u>\$ -</u>	<u>\$ 27,124</u>
Ending Fund Balance				
83-300-0001	Fund Balance	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,003</u>

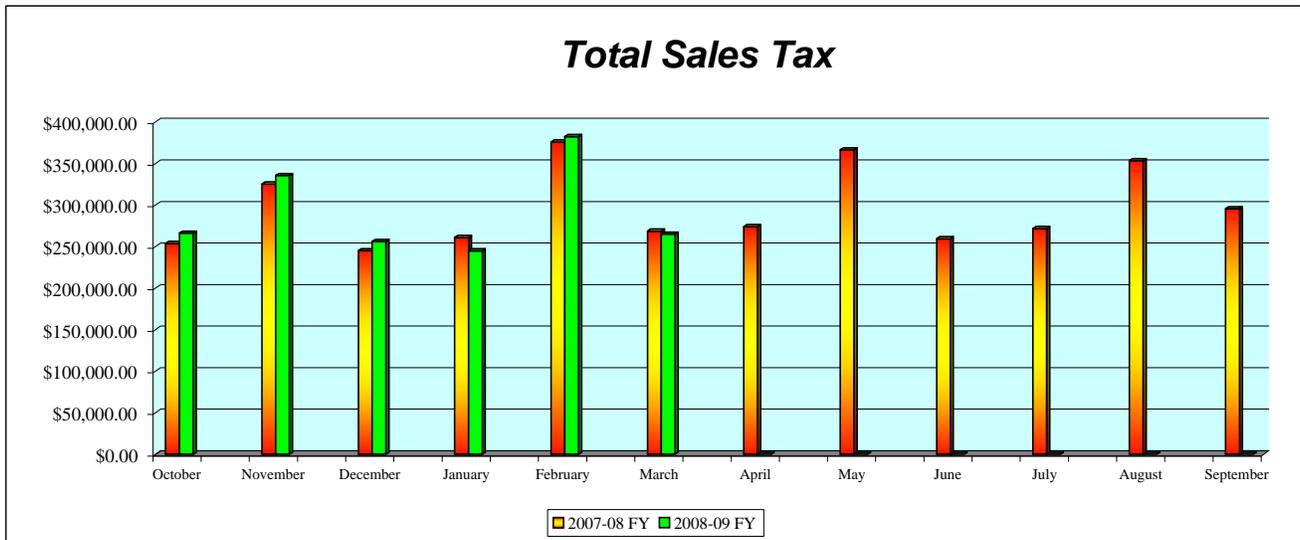
* Prior year expenditures have been reconciled to the fund cash balance.

** This budget reflects all previous Capital Improvement budget amendments that were approved by City Council.

**CITY OF COPPERAS COVE
MONTHLY COUNCIL REPORT
SCHEDULE OF SALES TAX COLLECTIONS
(WITH COMPARATIVE COLLECTIONS IN FY 2007-08)
As of March 31, 2009 (FY 2008-09)**

Fiscal Year 2007-08	City's Revenue	EDC's Revenue	Total Sales Tax	Fiscal Year 2008-09	City's Revenue	EDC's Revenue	Total Sales Tax
October	\$169,247.52	\$84,623.76	\$253,871.28	October	\$177,513.78	\$88,756.89	\$266,270.67
November	\$216,891.12	\$108,445.56	\$325,336.68	November	\$223,731.52	\$111,865.76	\$335,597.28
December	\$163,496.24	\$81,748.12	\$245,244.36	December	\$170,849.35	\$85,424.68	\$256,274.03
January	\$174,106.89	\$87,053.45	\$261,160.34	January	\$163,388.03	\$81,694.02	\$245,082.05
February	\$250,728.06	\$125,364.03	\$376,092.09	February	\$255,006.70	\$127,503.35	\$382,510.05
March	\$179,172.98	\$89,586.49	\$268,759.47	March	\$176,726.42	\$88,363.21	\$265,089.63
April	\$182,831.28	\$91,415.64	\$274,246.92	April	\$0.00	\$0.00	\$0.00
May	\$244,460.54	\$122,230.27	\$366,690.81	May	\$0.00	\$0.00	\$0.00
June	\$173,098.07	\$86,549.04	\$259,647.11	June	\$0.00	\$0.00	\$0.00
July	\$181,204.83	\$90,602.42	\$271,807.25	July	\$0.00	\$0.00	\$0.00
August	\$235,755.69	\$117,877.85	\$353,633.54	August	\$0.00	\$0.00	\$0.00
September	\$197,206.70	\$98,603.35	\$295,810.05	September	\$0.00	\$0.00	\$0.00
Total	\$2,368,199.92	\$1,184,099.96	\$3,552,299.88	Total	\$1,167,215.80	\$583,607.90	\$1,750,823.70

NOTE 1 - Total revenues collected for sales tax by the month ending March 31, 2009, in FY 2008-09 was \$1,750,823.70 (\$1,167,215.80 City's revenues and \$583,607.90 EDC's revenues); total revenues collected for sales tax by the month ending March 31, 2008 in FY 2007-08 was \$1,730,464.22 (\$1,153,642.81 City's revenues and \$576,821.41 EDC's revenues).



CITY OF COPPERAS COVE
MONTHLY COUNCIL REPORT
SCHEDULE OF CASH ACCOUNTS AND INVESTMENTS (By Account)
As of March 31, 2009 (FY 2008-09)

FUNDS IN INVESTMENT POOLS	
TEXSTAR	\$ 3,108,682.34
TEXPOOL	21,669,016.50
Subtotal on Funds in Investment Pools	<u>\$ 24,777,698.84</u>
 CHECKING ACCOUNTS	
1988 W&S Bond	\$0.00
1994 Fire G.O. Bond Issue	0.00
1994 Fire Station Retainage	0.00
1994 Landfill C O's	0.00
Caddy Shack - Pool Account	0.00
Drainage Utility Reserve	0.00
G.O. Bonds Interest & Sinking	0.00
Master Account	743,375.18
Payroll	316,551.25
Rental Rehab	15,231.84
Golf Course	0.00
State Revolving Fund 1994	0.00
State Revolving Fund 1994 - Cash in Escrow	0.00
W & S Interest & Sinking	0.00
Water & Sewer Revenue	0.00
Law Enforcement Block Grant	8,085.45
Certificate of Obligations Series 1997	0.00
Solid Waste Interest & Sinking	0.00
Library Retainage	0.00
Pending Forfeitures	16,346.14
Small Business Revolving Loan Fund	0.00
1998 G.O. Bond Issue	0.00
1998 G.O. Bond Issue Retainage	0.00
1998 C.O. Bond Issue Retainage	0.00
Community Development	0.00
 Subtotal Checking Accounts	 <u>\$1,099,589.86</u>
 SAVINGS ACCOUNTS (Per Quarterly Stmt's)	
Subdivision Escrow	2,539.67
 Subtotal Savings Accounts	 <u>\$2,539.67</u>
 TOTAL INVESTMENTS & CASH ACCOUNTS	 <u><u>\$25,879,828.37</u></u>

CITY OF COPPERAS COVE
MONTHLY COUNCIL REPORT
SCHEDULE OF CASH ACCOUNTS AND INVESTMENTS (By Fund)
As of March 31, 2009 (FY 2008-09)

FUND	TOTAL CASH & INVESTMENTS
General Fund	\$8,017,948.22
Water & Sewer Fund	\$3,304,201.00
Solid Waste Fund	\$890,018.93
Youth Activity Fund	\$133,367.28
Drainage Utility Fund	\$938,614.67
Cemetery Fund	\$15,028.05
General Obligation Interest & Sinking Fund	\$1,419,674.12
Curb & Gutter Assessment Fund	(\$7,719.37)
Municipal Golf Course Fund	(\$192,298.82)
Small Business Revolving Loan Fund	\$68,127.59
Library Gifts & Memorials Fund	\$8,600.89
Hotel/Motel Tax Fund	\$138,152.94
Animal Shelter Donations Fund	\$18,862.41
Police Court Order Fund	\$0.00
City-Wide Donations Fund	\$84,098.67
Abandoned Vehicle Auction Fund	\$0.00
City Wide Grants	\$91,711.66
FEMA Grant Funds	\$71,793.55
Fire Special Revenue Fund	\$15,244.24
Tirz	(\$3,453.47)
Mesa Verde II	(\$2,425.00)
457 Deferred cmp	\$0.00
Joint Image Campaign	\$31,992.61
Tx. Parks & Wildlife Grant	\$0.00
Municipal Court Fund	\$191,013.65
Police Restricted Fund	\$24,591.10
Police Federal Seizure Fund	\$2,104.23
Fire/EMS Loan	\$0.00
County Mutual Aid Agreement	\$345.03
Law Enforcement Block Grant Fund	\$8,805.45
Fire Department Grant Fund	\$9,324.73
Library Grant Fund	\$24,406.68
Step Grant	\$3,308.65
Tobacco Grant	\$1,869.90
FM 1113 Grant	\$50,178.66
2006 Limited Tax Notes	\$149,064.00
2008 Tax Note	\$1,014,040.24
2008 Tax Note (W/S)	\$929,458.57
2008 Tax Note (Drainage)	\$81,072.25
2008 Tax Note (Golf)	\$152,756.24
2008A Limited Tax Notes (Tax Supported)	\$795,238.77
2008A Limited Tax Notes (Water & Sewer)	\$473,382.71
2008A Limited Tax Notes (Solid Waste)	\$280,976.92
2008A Limited Tax Notes (Drainage)	\$83,682.36
2008A Limited Tax Notes (Golf)	\$3,003.43
Reliever Route	\$121,259.80
2005 Certificates of Obligation (Water Projects)	\$122,211.07
2001 Combination Tax & Revenue C/O's (Capital Equip. & Improvements)	\$265,966.64
2001 Combination Tax & Revenue C/O's (Water/Wastewater Phase II CIP)	\$204,316.80
2003 Combination Tax & Revenue C/O's (Capital Equip. & Improvements)	\$413,818.07
2003 Combination Tax & Revenue C/O's (Water/Wastewater Phase III CIP)	\$787,162.56
2007 Combination Tax & Revenue C/O's (Police Facility)	\$4,644,931.69
TOTAL CASH & INVESTMENTS	<u>\$25,879,828.37</u>
RECAP OF CASH & INVESTMENTS:	
INVESTMENTS IN TEXPOOL	\$ 21,669,016.50
INVESTMENTS IN TEXSTAR	3,108,682.34
CASH IN BANK	\$1,102,129.53
TOTAL CASH & INVESTMENTS	<u>\$ 25,879,828.37</u>

CITY OF COPPERAS COVE
INVESTMENT SCHEDULE
As of March 31, 2009 (FY 2008-09)

As of March 31, 2009, the City of Copperas Cove's investment portfolio was made up of investments in TEXPOOL, TEXSTAR, and bank deposits with the City's local depository. This portfolio accomplishes the objective of maintaining liquidity while earning a modest yield on invested taxpayers dollars.

TEXPOOL Investments	Market Value 03/01/09	Investments	Redemptions	Accrued Interest	Book Value 03/31/09	Market Value 03/31/09
General Fund	\$ 7,718,017.83	\$ 254,523.24	\$ 704,523.24	\$ 3,763.73	\$ 7,271,781.56	\$ 7,271,781.56
Water & Sewer Fund	2,987,639.41	200,000.00	-	1,474.68	3,189,114.09	3,189,114.09
Solid Waste Fund	839,273.76	-	-	412.56	839,686.32	839,686.32
Drainage Utility Fund	933,236.27	-	-	458.76	933,695.03	933,695.03
Interest & Sinking Fund	1,382,699.79	33,388.75	-	680.70	1,416,769.24	1,416,769.24
Youth Activities Fund	108,376.71	20,000.00	-	53.88	128,430.59	128,430.59
Cemetery Fund	-	-	-	-	-	-
Golf Course Interest & Sinking	39.94	-	-	-	39.94	39.94
Small Business Revolving Loan Fund	65,130.90	425.00	-	32.02	65,587.92	65,587.92
Hotel/Motel Fund	131,076.72	-	-	64.43	131,141.15	131,141.15
Municipal Court Special Revenue Fund	178,822.72	-	-	87.81	178,710.53	178,710.53
2008 Tax Supported Note	1,192,798.86	-	173,491.90	570.47	1,019,877.43	1,019,877.43
2008 Tax Supported Note/ W&S	1,031,366.08	-	12,760.00	503.81	1,019,109.89	1,019,109.89
2008 Tax Supported Note/ Golf	81,032.41	-	-	39.84	81,072.25	81,072.25
2008 Tax Supported Note/ Drainage	151,972.03	709.49	-	74.72	152,756.24	152,756.24
2001 C/O Bond Fund (Governmental)	265,835.95	-	-	130.69	265,966.64	265,966.64
2001 C/O Bond Fund (W&S Phase II)	238,539.23	-	33,483.50	108.87	205,164.60	205,164.60
2007 C/O Police Facility	5,230,675.66	-	564,247.45	2,425.07	4,648,853.28	4,648,853.28
Reliever Route	121,200.23	-	-	59.57	121,259.80	121,259.80
Total TEXPOOL Investments	\$ 22,657,534.50	\$ 509,046.48	\$ 1,508,506.09	\$ 10,941.61	\$ 21,669,016.50	\$ 21,669,016.50

TEXSTAR Investments	Market Value 03/01/09	Investments	Redemptions	Accrued Interest	Book Value 03/31/09	Market Value 03/31/09
2003 C/O Project Fund (Governmental)	\$ 346,632.99	\$ 377,327.89	\$ 311,338.02	\$ 192.08	\$ 412,814.94	\$ 412,814.94
2003 C/O Project Fund (W&S Phase III)	552,871.99	236,368.47	2,417.79	339.89	787,162.56	787,162.56
2005 C/O Project Fund (Water Projects)	280,766.44	71,947.34	230,654.74	152.03	122,211.07	122,211.07
2006 Tax Notes - Police Building Project	167,423.83	-	18,442.14	82.31	149,064.00	149,064.00
2008A Limited Tax Notes (Tax Supported)	837,937.28	2,006.26	44,118.59	416.95	796,241.90	796,241.90
2008A Limited Tax Notes (Water & Sewer)	478,395.82	825.70	6,079.00	240.19	473,382.71	473,382.71
2008A Limited Tax Notes (Solid Waste)	280,835.12	-	-	141.80	280,976.92	280,976.92
2008A Limited Tax Notes (Drainage)	83,592.30	190.25	-	42.26	83,824.81	83,824.81
2008A Limited Tax Notes (Golf)	30,118.87	-	27,123.64	8.20	3,003.43	3,003.43
Total TEXSTAR Investments	\$ 3,058,574.64	\$ 688,665.91	\$ 640,173.92	\$ 1,615.71	\$ 3,108,682.34	\$ 3,108,682.34

Total Investments	\$ 25,716,109.14	\$ 1,197,712.39	\$ 2,148,680.01	\$ 12,557.32	\$ 24,777,698.84	\$ 24,777,698.84
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This report is in compliance with the investment strategies as approved and the Public Funds Investment Act.


Wanda Bunting, CPA
Director of Financial Services


Inelda Rodriguez
Assistant Director of Financial Services



TEXPOOL

THE TEXAS INVESTMENT SERVICE FOR PUBLIC FUNDS

April 2009

PERFORMANCE

As of March 31, 2009

	TexPool	TexPool Prime
Current Invested Balance	\$20,669,465,367.30	\$2,109,983,685.87
Weighted Average Maturity (1)*	41 Days	38 Days
Weighted Average Maturity (2)*	76 Days	68 Days
Net Asset Value	1.00044	1.00032
Total Number of Participants	2,169	103
Management Fee on Invested Balance	0.0473%	0.0638%
Interest Distributed	\$10,470,303.43	\$1,403,115.31
Management Fee Collected	\$859,221.36	\$116,064.46
Standard & Poor's Current Rating	AAAm	AAAm

March Averages

Average Invested Balance	\$21,323,938,107.49	\$2,137,648,861.09
Average Monthly Yield, on a simple basis (3)*	0.5788%	0.7730%
Average Weighted Average Maturity (1)*	43 Days	43 Days
Average Weighted Average Maturity (2)*	78 Days	72 Days

*Definitions for Average Weighted Maturity can be found on Page 2.

Economic and Market Commentary – March 31, 2009

With benchmark interest rates already near zero, the Federal Reserve might appear to have run out of traditional monetary medicine to revive the nation's ailing economy. But that didn't stop the Fed — which in recent months has undertaken a series of highly unconventional measures designed to unlock the credit markets — from making waves for cash investors as well. In mid-March, the central bank's Federal Open Market Committee voted unanimously to begin "quantitative easing," or the direct purchase of Treasury debt. In effect, the Fed adds longer-dated Treasury assets to its fast-growing balance sheet by creating or "printing" money. Monetary policymakers also pledged to purchase mortgage securities to lower borrowing costs for qualified homebuyers.

Besides driving government bond yields lower, the Fed's latest actions also reduced short-term Treasury and agency rates because some investors moved down the yield curve in search of a better balance of risk and reward. Quarter-end window dressing by institutions seeking to show more government paper on their balance sheets also played a role in pushing down yields on short-term government debt. For the month, three-month Treasury yields fell by about 15 basis points while agency yields declined by roughly 20 basis points. However, one-month LIBOR finished unchanged at 0.50% and three-month LIBOR closed at 1.19%, down only six basis points from the end of February. Notably, the so-called TED spread — a measure of liquidity in the cash market — has declined from over 400 basis points at the peak of the financial crisis last fall to around 100 basis at the end of March.

Meanwhile, we extended average maturities in TexPool and TexPool Prime by a modest amount while focusing purchases at the six-month portion of the cash curve. We also increased our weighting of Treasury securities in TexPool since agency yields had dropped to equivalent levels, a highly usual development by recent standards.

Looking ahead, we expect that the Fed will continue to do whatever is required to keep the markets functioning. Though credit spreads may not return any time soon to the unusually tight levels that characterized the bubble economy in 2006 and the first half of 2007, conditions nonetheless have stabilized and prices now reflect risk. Given Federated's strong credit culture, this is a welcome development. On the economic front, there has been incremental improvement in a few of the metrics, though in most cases the gains may qualify as being only "less worse" than earlier news.

ANNOUNCEMENTS

New Participants

We would like to recognize and welcome the following entities who joined the TexPool/TexPool Prime program in March 2009:

1. Waterwood MUD No. 1
2. Mabank ISD (Prime)
3. North Belt Utility District
4. Blanco County

Holiday Announcement

TexPool will be closed on Friday, April 10, 2009 in observance of Good Friday. ACH transactions placed on Thursday, April 9th will settle on Monday, April 13, 2009. Please plan accordingly for your liquidity needs.

Announcement

We are pleased to offer TEXPOOL ACADEMY, a series of free on-line training courses that comply with the PFIA and will give you the opportunity to obtain your required hours through the convenience of the TexPool website. Please contact TexPool Participant Services at 1-866-839-7665 if you have any questions or need assistance.

Coming Soon

TexPool Vendor Payment, watch for details on www.texpool.com.

Upcoming Event

4/19/09 – 4/21/09 GFOAT Spring Conference in Austin



TexPool

PORTFOLIO ASSET SUMMARY AS OF March 31, 2009

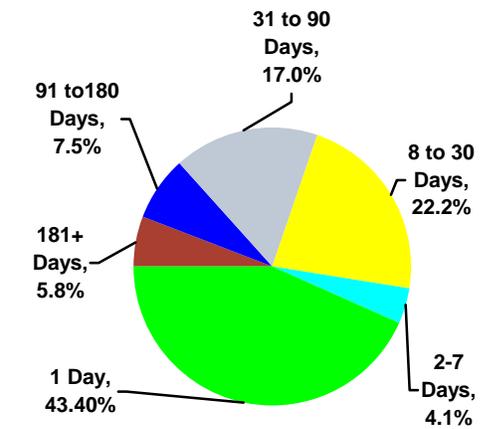
	Book Value	Market Value
Uninvested Balance	\$(1,372,600.25)	\$(1,372,600.25)
Accrual of Interest Income	16,308,442.78	16,308,442.78
Interest and Management Fees Payable	(10,470,444.08)	(10,470,444.08)
Payable for Investments Purchased	0.00	0.00
Repurchase Agreements	11,212,423,000.00	11,212,432,200.00
Mutual Fund Investments	0.00	0.00
Government Securities	9,253,595,302.17	9,262,482,031.25
U.S. Treasury Bills	198,981,666.68	199,248,800.00
Total	\$20,669,465,367.30	\$20,678,628,429.70

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by Federated Investors and the assets are safe kept in a separate custodial account at State Street Bank in the name of TexPool. The only source of payment to the Participants is the assets of TexPool. There is no secondary source of payment for the pool such as insurance or State guarantee. Should you require a copy of the portfolio, please contact TexPool Participant Services.

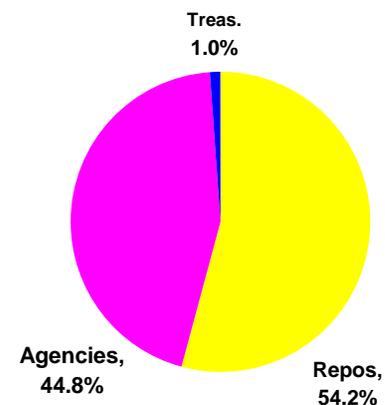
DAILY SUMMARY

Date	Money Mkt Fund Equiv (SEC Std.)	Daily Allocation Factor	TexPool Invested Balance	Market Value Per Share	WAM Days (1)	WAM Days (2)
03/01	0.6153%	0.000016857	\$22,108,531,639.22	1.00038	44	75
03/02	0.6138%	0.000016817	\$21,840,359,258.23	1.00038	42	73
03/03	0.5997%	0.000016431	\$21,850,600,948.11	1.00039	41	73
03/04	0.6002%	0.000016444	\$21,816,518,798.92	1.00037	43	75
03/05	0.5855%	0.000016040	\$21,823,756,532.01	1.00038	43	75
03/06	0.5943%	0.000016283	\$21,749,332,338.26	1.00037	43	78
03/07	0.5943%	0.000016283	\$21,749,332,338.26	1.00037	43	78
03/08	0.5943%	0.000016283	\$21,749,332,338.26	1.00037	43	78
03/09	0.6010%	0.000016465	\$21,605,849,170.84	1.00034	44	78
03/10	0.6040%	0.000016549	\$21,514,413,679.73	1.00038	44	78
03/11	0.5884%	0.000016120	\$21,399,559,943.32	1.00037	44	77
03/12	0.5977%	0.000016374	\$21,334,111,577.67	1.00037	43	79
03/13	0.5399%	0.000014791	\$21,356,317,175.63	1.00032	43	79
03/14	0.5399%	0.000014791	\$21,356,317,175.63	1.00032	43	79
03/15	0.5399%	0.000014791	\$21,356,317,175.63	1.00032	43	79
03/16	0.5927%	0.000016237	\$21,263,291,187.56	1.00037	42	77
03/17	0.5917%	0.000016210	\$21,392,181,857.31	1.00034	44	79
03/18	0.5743%	0.000015733	\$21,234,319,532.77	1.00036	44	79
03/19	0.5798%	0.000015884	\$21,235,233,294.70	1.00045	43	79
03/20	0.5912%	0.000016197	\$21,115,114,008.32	1.00044	44	79
03/21	0.5912%	0.000016197	\$21,115,114,008.32	1.00044	44	79
03/22	0.5912%	0.000016197	\$21,115,114,008.32	1.00044	44	79
03/23	0.5946%	0.000016290	\$20,984,636,436.87	1.00044	42	77
03/24	0.5785%	0.000015850	\$21,020,497,246.61	1.00045	42	77
03/25	0.5612%	0.000015376	\$21,007,713,692.88	1.00044	43	78
03/26	0.5543%	0.000015186	\$20,961,801,636.83	1.00045	43	79
03/27	0.5478%	0.000015009	\$20,856,960,595.67	1.00044	43	79
03/28	0.5478%	0.000015009	\$20,856,960,595.67	1.00044	43	79
03/29	0.5478%	0.000015009	\$20,856,960,595.67	1.00044	43	79
03/30	0.5382%	0.000014746	\$20,746,067,177.73	1.00044	42	76
03/31	0.5524%	0.000015135	\$20,669,465,367.30	1.00044	41	76
Averages	05788%	0.000015858	\$21,323,938,107.49		43	78

Portfolio By Maturity
As of March 31, 2009



Portfolio By Type of Investment
As of March 31, 2009



	Number of Participants	Balance
School District	551	\$7,365,519,586.58
Higher Education	53	\$2,426,183,106.54
Health Care	81	\$1,171,598,770.11
Utility District	662	\$2,086,795,153.26
City	427	\$5,433,100,645.94
County	170	\$1,775,498,756.09
Other	225	\$410,734,351.86

Definition of Weighted Average Maturity (1) & (2)

- * (1) This weighted average maturity calculation uses the SEC Rule 2A-7 definition for stated maturity for any floating rate instrument held in the portfolio to determine the weighted average maturity for the pool. This rule specifies that a variable rate instrument to be paid in 397 calendar days or less shall be deemed to have a maturity equal to the period remaining until the next readjustment of the interest rate.
- * (2) This weighted average maturity calculation uses the final maturity of any floating rate instruments held in the portfolio to calculate the weighted average maturity for the pool.

TexPool Prime

PORTFOLIO ASSET SUMMARY AS March 31, 2009

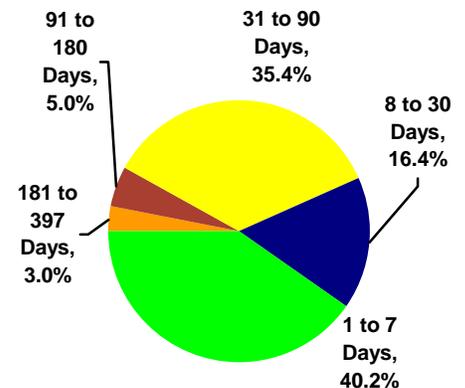
	Book Value	Market Value
Uninvested Balance	\$1,777.89	\$1,177.89
Accrual of Interest Income	432,695.64	432,695.64
Interest and Management Fees Payable	(1,403,209.51)	(1,403,209.51)
Payable for Investments Purchased	0.00	0.00
Repurchase Agreements	720,577,000.00	720,577,000.00
Mutual Fund Investments	0.00	0.00
Government Securities	296,543,748.11	297,298,382.00
Commercial Paper	1,093,832,273.74	1,093,764,946.78
Bank Instruments	0.00	0.00
Variable Rate Note	0.00	0.00
Total	\$2,109,983,685.87	\$2,110,670,992.80

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by Federated Investors and the assets are safe kept in a separate custodial account at State Street Bank in the name of TexPool Prime. The assets of TexPool Prime are the only source of payments to the Participants. There is no secondary source of payment for the pool such as insurance or State guarantee. Should you require a copy of the portfolio, please contact TexPool Participant Services.

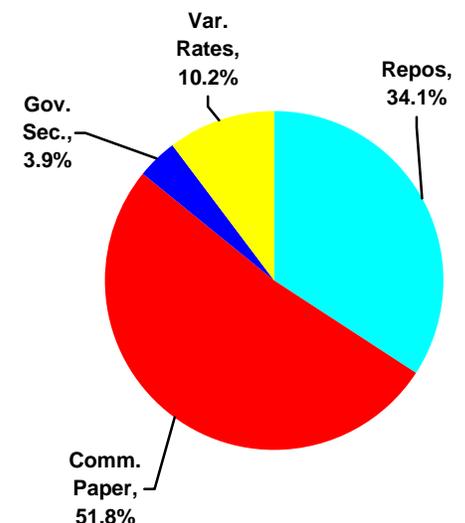
DAILY SUMMARY

Date	Money Mkt Fund Equiv (SEC Std.)	Daily Allocation Factor	TexPool Invested Balance	Market Value Per Share	WAM Days (1)	WAM Days (2)
03/01	0.8996%	0.000024647	\$2,096,715,410.20	1.00019	37	64
03/02	0.8991%	0.000024633	\$2,105,544,341.37	1.00022	37	61
03/03	0.8752%	0.000023978	\$2,160,693,657.81	1.00022	38	61
03/04	0.8409%	0.000023037	\$2,159,877,310.74	1.00019	37	61
03/05	0.7922%	0.000021704	\$2,163,126,268.36	1.00018	39	62
03/06	0.7927%	0.000021717	\$2,150,435,051.78	1.00011	49	81
03/07	0.7927%	0.000021717	\$2,150,435,051.78	1.00011	49	81
03/08	0.7927%	0.000021717	\$2,150,435,051.78	1.00011	49	81
03/09	0.7968%	0.000021830	\$2,146,782,292.55	1.00011	46	78
03/10	0.8125%	0.000022259	\$2,140,833,318.95	1.00013	47	78
03/11	0.7972%	0.000021841	\$2,140,885,808.08	1.00013	47	77
03/12	0.7942%	0.000021759	\$2,136,397,601.50	1.00015	46	77
03/13	0.7594%	0.000020806	\$2,117,041,621.83	1.00008	47	78
03/14	0.7594%	0.000020806	\$2,117,041,621.83	1.00008	47	78
03/15	0.7594%	0.000020806	\$2,117,041,621.83	1.00008	47	78
03/16	0.7675%	0.000021027	\$2,100,890,138.04	1.00014	45	76
03/17	0.7537%	0.000020649	\$2,104,225,476.91	1.00012	44	75
03/18	0.7422%	0.000020333	\$2,105,520,909.45	1.00014	44	74
03/19	0.7513%	0.000020583	\$2,113,198,732.49	1.00022	43	74
03/20	0.7338%	0.000020103	\$2,117,098,961.81	1.00020	43	74
03/21	0.7338%	0.000020103	\$2,117,098,961.81	1.00020	43	74
03/22	0.7338%	0.000020103	\$2,117,098,961.81	1.00020	43	74
03/23	0.7327%	0.000020075	\$2,133,536,371.88	1.00025	41	71
03/24	0.7589%	0.000020792	\$2,135,368,952.23	1.00028	41	71
03/25	0.7145%	0.000019575	\$2,206,179,639.61	1.00028	40	69
03/26	0.7068%	0.000019364	\$2,213,887,194.22	1.00029	39	68
03/27	0.7259%	0.000019889	\$2,168,705,841.98	1.00026	40	69
03/28	0.7259%	0.000019889	\$2,168,705,841.98	1.00026	40	69
03/29	0.7259%	0.000019889	\$2,168,705,841.98	1.00026	40	69
03/30	0.7392%	0.000020251	\$2,133,623,151.29	1.00031	38	67
03/31	0.7525%	0.000020617	\$2,109,983,685.87	1.00032	38	68
Averages	0.7730%	0.000021177	\$2,137,648,861.09		43	72

Portfolio By Maturity As of March 31, 2009



Portfolio By Type of Investment As of March 31, 2009



	Number of Participants	Balance
School District	57	\$1,518,568,069.70
Higher Education	4	\$24,764,930.91
Health Care	6	\$64,579,171.81
Utility District	3	\$168,228,992.71
City	17	\$100,635,991.90
County	10	\$219,778,049.96
Other	6	\$166,516.91

*(3) This current yield for TexPool Prime for each date may reflect a waiver of some portion or all of each of the management fees.

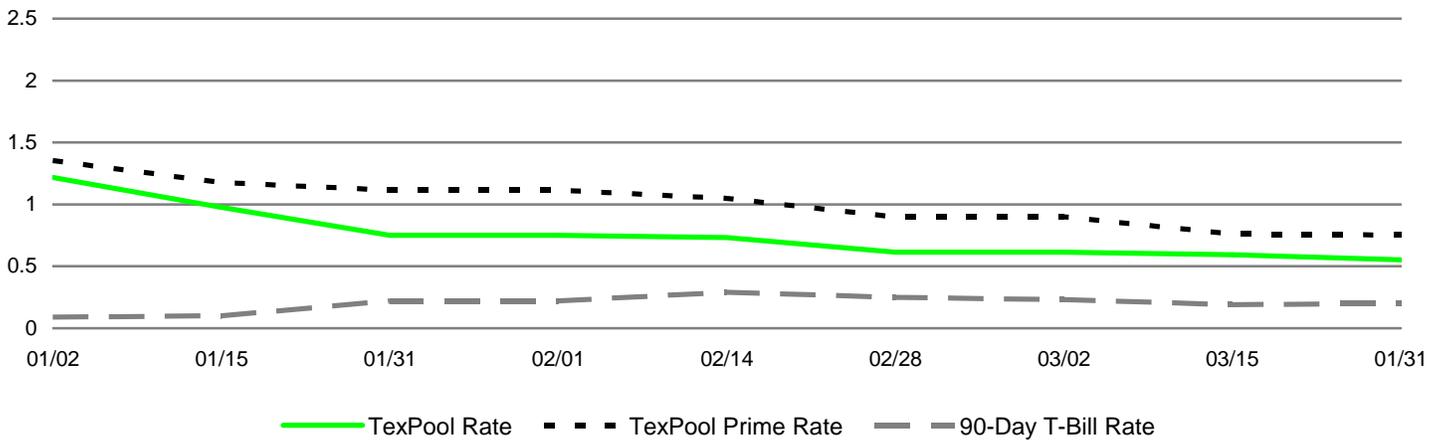


TEXPOOL

THE TEXAS INVESTMENT SERVICE FOR PUBLIC FUNDS

TexPool Participant Services
1001 Texas Ave. 14th Floor
Houston, TX 77002

TEXPOOL & TEXPOOL PRIME VS. 90-DAY TREASURY BILL



TexPool Advisory Board Members

R.C. Allen
Pati Buchenau

Jose Elizondo, Jr.
Ron Leverett

LaVonne Mason
John McGrane

Clay McPhail
Vivian Wood

Additional information regarding TexPool is available upon request:

www.texpool.com • 1-866-839-7665 (1-866-TEX-POOL) • Fax: 866-839-3291



Monthly Newsletter - March 2009

Performance

As of March 31, 2009

Current Invested Balance	\$5,660,835,069.45
Weighted Average Maturity (1)	51 Days
Weighted Average Maturity (2)	78 Days
Net Asset Value	1.000492
Total Number of Participants	673
Management Fee on Invested Balance	0.05%*
Interest Distributed	\$3,232,649.75
Management Fee Collected	\$250,703.28
% of Portfolio Invested Beyond 1 Year	1.67%
Standard & Poor's Current Rating	AAAM

March Averages

Average Invested Balance	\$5,903,930,295.48
Average Monthly Yield, on a simple basis	0.5945%
Average Weighted Average Maturity (1)*	50 Days
Average Weighted Average Maturity (2)*	77 Days

Definition of Weighted Average Maturity (1) & (2)

- (1) This weighted average maturity calculation uses the SEC Rule 2a-7 definition for stated maturity for any floating rate instrument held in the portfolio to determine the weighted average maturity for the pool. This Rule specifies that a variable rate instrument to be paid in 397 calendar days or less shall be deemed to have a maturity equal to the period remaining until the next readjustment of the interest rate.
- (2) This weighted average maturity calculation uses the final maturity of any floating rate instruments held in the portfolio to calculate the weighted average maturity for the pool.

* The maximum management fee authorized for the TexSTAR Cash Reserve Fund is 12 basis points. This fee may be waived in full or in part in the discretion of the TexSTAR co-administrators at any time as provided for in the TexSTAR Information Statement.

Rates reflect historical information and are not an indication of future performance.

New Participants

We would like to welcome the following entities who joined the TexSTAR program in March:

★ San Elizario ISD

★ Irving Flood Control District Section III

★ Midtown Management District

Holiday Reminder

Please note that in observance of the Good Friday holiday, **TexSTAR will be closed on Friday, April 10, 2009**. All ACH transactions initiated on Thursday, April 9th will settle on Monday, April 13th. This is one of the unusual dates when banks are open but markets are closed. Please plan accordingly to meet your liquidity needs.

Economic Commentary

The U.S. economy is now going through the steepest two-quarter decline in real GDP in more than 50 years. The Fed's targeted measures have apparently managed to stem further tightening in credit though conditions still remain very tight. Three developments provide confidence that the most intense phase of economic weakness has passed. First, March did mark the third consecutive gain in the ISM manufacturing index from December's low of 32.9. While the gains have been very modest, the ISM, once it turns, generally has trended in the same direction historically. Second, and most importantly, consumer spending is on track for approximately a 1% gain in the first quarter after declines averaging -4% in the third and fourth quarters of 2008. This has benefited from temporary factors such as earlier declines in gas prices, however, additional temporary benefit from the enacted stimulus package will support consumer spending going forward. If indeed consumer spending has stabilized, it is a critical development: in all past recessions, the consumer has led labor markets and business investment. Third, intriguingly, the housing sector may have finally found a bottom, aided by unusually low mortgage rates. Existing, new and pending home sales were all up in February, spurred in part by record high affordability and slightly better credit. Single-family housing permits, a reliable indicator of turning points, also surged 16.1% month-on-month in February.

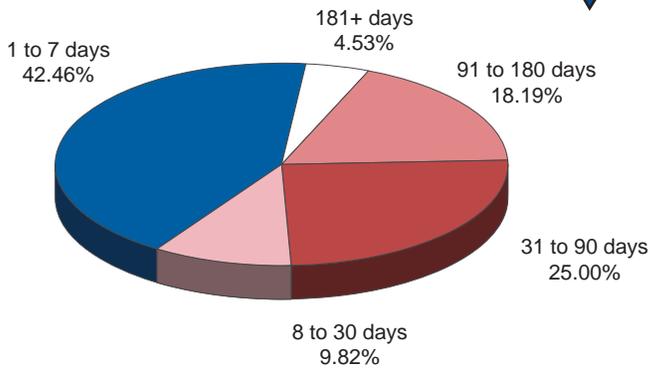
Stimulus is key to any recovery. On monetary policy, the efficacy of the Fed's focus on both balance sheet expansion and change in the composition of the balance sheet toward risk assets will determine how quickly financial conditions can ease. Fiscal stimulus is also critical. The package enacted is quite front-loaded, and it is expected to boost second and third quarter growth. The combination of fiscal stimulus, reduced inventory cutbacks, reduced drag from housing, and slightly easier financial conditions should gradually restore growth into positive territory in the second half of 2009 after a large contraction in the first half of the year. However, only tepid below-trend growth is expected, low enough that the unemployment rate will keep rising.

This information is an excerpt from an economic report dated March 2009 provided to TexSTAR by JP Morgan Asset Management, Inc., the investment manager of the TexSTAR pool.

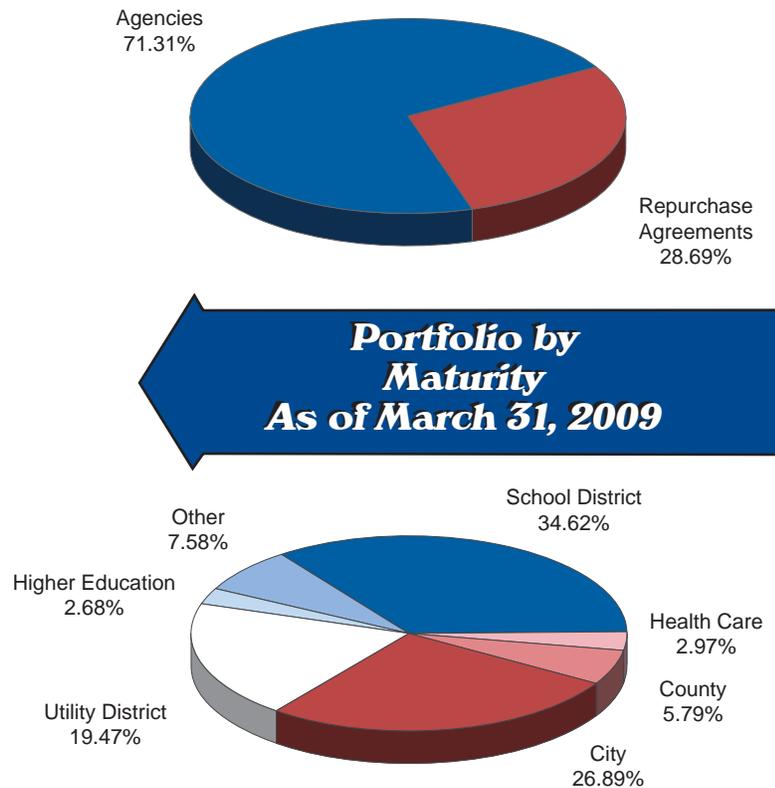
For more information about TexSTAR, please visit our web site at www.texstar.org.

Information at a Glance

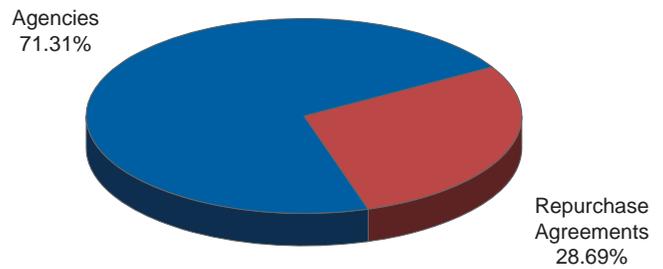
Portfolio by Type of Investment As of March 31, 2009



Distribution of Participants by Type As of March 31, 2009



Portfolio by Maturity As of March 31, 2009



Performance

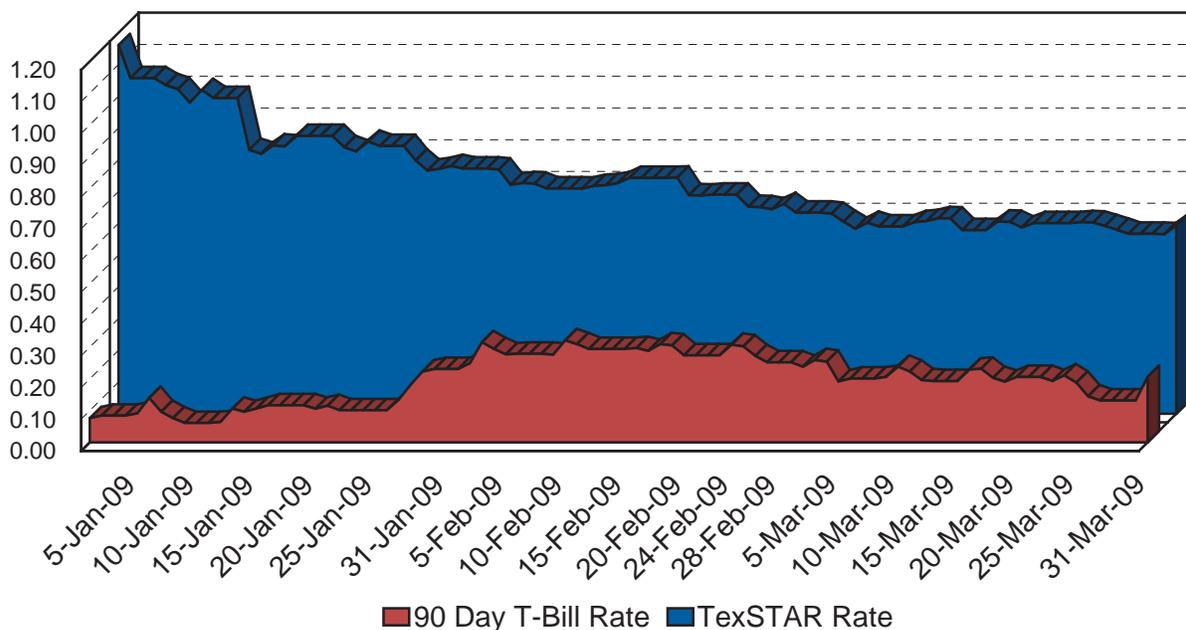
Month	Average Rate	Book Value	Market Value	Net Asset Value	WAM (1)*	WAM (2)*	Number of Participants
Mar 09	0.5945%	\$ 5,660,835,069.45	\$ 5,663,620,225.62	1.000492	50	77	673
Feb 09	0.7053%	6,132,498,993.34	6,134,995,172.40	1.000402	48	72	670
Jan 09	0.9005%	5,676,377,612.45	5,680,297,695.81	1.000683	50	78	667
Dec 08	1.3793%	4,993,884,782.18	4,999,322,863.96	1.001075	48	81	664
Nov 08	1.5651%	4,516,705,034.64	4,520,414,835.22	1.000821	37	76	663
Oct 08	1.7825%	4,653,785,653.26	4,652,712,677.18	0.999727	39	82	659
Sep 08	2.2986%	5,252,346,054.07	5,248,471,023.31	0.999262	34	81	650
Aug 08	2.2120%	4,936,314,476.42	4,933,265,676.60	0.999370	36	87	647
Jul 08	2.1874%	5,328,247,286.85	5,325,742,811.75	0.999529	30	84	643
Jun 08	2.2467%	5,450,912,795.58	5,448,966,529.06	0.999642	31	86	637
May 08	2.2194%	5,893,819,751.64	5,893,907,633.72	1.000013	28	87	627
Apr 08	2.4396%	6,349,528,618.20	6,349,341,491.76	0.999970	21	82	623
Mar 08	2.9807%	6,635,062,776.30	6,636,736,509.65	1.000252	17	82	616

Portfolio Asset Summary as of March 31, 2009

	Book Value	Market Value
Uninvested Balance	\$ 690.74	\$ 690.74
Accrual of Interest Income	6,135,680.28	6,135,680.28
Interest and Management Fees Payable	(3,366,102.24)	(3,366,102.24)
Payable for Investment Purchased	(105,100,255.68)	(105,100,255.68)
Repurchase Agreements	1,653,454,000.00	1,653,454,000.00
Government Securities	4,109,711,056.35	4,112,496,212.52
Total	\$ 5,660,835,069.45	\$ 5,663,620,225.62

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by J.P. Morgan Chase & Co. and the assets are safekept in a separate custodial account at the Federal Reserve Bank in the name of TexSTAR. The only source of payment to the Participants are the assets of TexSTAR. There is no secondary source of payment for the pool such as insurance or guarantee. Should you require a copy of the portfolio, please contact TexSTAR Participant Services.

TexSTAR versus 90-Day Treasury Bill



This material is for information purposes only. This information does not represent an offer to buy or sell a security. The above rate information is obtained from sources that are believed to be reliable; however, its accuracy or completeness may be subject to change. The TexSTAR management fee may be waived in full or in part at the discretion of the TexSTAR co-administrators and the TexSTAR rate for the period shown reflects waiver of fees. This table represents investment performance/return to the customer, net of fees, and is not an indication of future performance. An investment in the security is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the issuer seeks to preserve the value of an investment at \$1.00 per share, it is possible to lose money by investing in the security. Information about these and other program details are in the fund's Information Statement which should be read carefully before investing. The yield on the 90-Day Treasury Bill ("T-Bill Yield") is shown for comparative purposes only. When comparing the investment returns of the TexSTAR pool to the T-Bill Yield, you should know that the TexSTAR pool consist of allocations of specific diversified securities as detailed in the respective Information Statements. The T-Bill Yield is taken from Bloomberg Finance L.P. and represents the daily closing yield on the then current 90-day T-Bill.

Daily Summary for March 2009

Date	Mny Mkt Fund Equiv. [SEC Std.]	Daily Allocation Factor	TexSTAR Invested Balance	Market Value Per Share	WAM Days (1)*	WAM Days (2)*
1-Mar-09	0.6336%	0.0000173600	6,132,498,993.34	1.000402	50	73
2-Mar-09	0.6297%	0.0000172520	5,840,206,169.54	1.000420	52	76
3-Mar-09	0.6046%	0.0000165640	5,975,620,997.71	1.000448	50	73
4-Mar-09	0.5825%	0.0000159580	6,226,236,668.29	1.000431	48	70
5-Mar-09	0.6015%	0.0000164790	6,116,420,093.22	1.000450	48	70
6-Mar-09	0.5900%	0.0000161650	6,091,980,034.78	1.000404	47	69
7-Mar-09	0.5900%	0.0000161650	6,091,980,034.78	1.000404	47	69
8-Mar-09	0.5900%	0.0000161650	6,091,980,034.78	1.000404	47	69
9-Mar-09	0.6036%	0.0000165380	6,058,144,091.46	1.000374	49	71
10-Mar-09	0.6069%	0.0000166280	6,035,217,607.87	1.000390	50	75
11-Mar-09	0.6159%	0.0000168740	5,906,712,552.71	1.000390	51	76
12-Mar-09	0.6150%	0.0000168500	5,892,391,714.76	1.000417	53	82
13-Mar-09	0.5785%	0.0000158500	5,905,983,479.12	1.000366	52	81
14-Mar-09	0.5785%	0.0000158500	5,905,983,479.12	1.000366	52	81
15-Mar-09	0.5785%	0.0000158500	5,905,983,479.12	1.000366	52	81
16-Mar-09	0.6054%	0.0000165860	5,927,479,333.46	1.000409	51	80
17-Mar-09	0.6039%	0.0000165450	5,915,114,843.22	1.000408	50	79
18-Mar-09	0.5864%	0.0000160660	5,927,739,124.93	1.000433	51	79
19-Mar-09	0.6003%	0.0000164460	5,908,358,371.17	1.000511	51	79
20-Mar-09	0.6002%	0.0000164440	5,881,856,639.67	1.000483	49	78
21-Mar-09	0.6002%	0.0000164440	5,881,856,639.67	1.000483	49	78
22-Mar-09	0.6002%	0.0000164440	5,881,856,639.67	1.000483	49	78
23-Mar-09	0.6035%	0.0000165340	5,838,813,971.21	1.000498	51	79
24-Mar-09	0.6021%	0.0000164950	5,813,191,159.02	1.000513	52	80
25-Mar-09	0.5911%	0.0000161950	5,761,647,701.59	1.000502	52	81
26-Mar-09	0.5793%	0.0000158710	5,765,584,535.23	1.000535	52	80
27-Mar-09	0.5668%	0.0000155300	5,665,003,979.11	1.000522	52	80
28-Mar-09	0.5668%	0.0000155300	5,665,003,979.11	1.000522	52	80
29-Mar-09	0.5668%	0.0000155300	5,665,003,979.11	1.000522	52	80
30-Mar-09	0.5651%	0.0000154820	5,685,153,763.78	1.000509	51	79
31-Mar-09	0.5925%	0.0000162340	5,660,835,069.45	1.000492	51	78
Average	0.5945%	0.000016288	5,903,930,295.48		50	77

TexSTAR Participant Services
First Southwest Asset Management, Inc.
325 North St. Paul Street, Suite 800
Dallas, Texas 75201



TexSTAR Board Members

<i>William Chapman</i>	<i>Central Texas Regional Mobility Authority</i>	<i>Governing Board President</i>
<i>Nell Lange</i>	<i>City of Frisco</i>	<i>Governing Board Vice President</i>
<i>Melinda Garrett</i>	<i>Houston ISD</i>	<i>Governing Board Treasurer</i>
<i>Michael Bartolotta</i>	<i>First Southwest Company</i>	<i>Governing Board Secretary</i>
<i>Will Williams</i>	<i>JP Morgan Chase</i>	<i>Governing Board Asst. Sec./Treas.</i>
<i>Hardy Browder</i>	<i>City of Cedar Hill</i>	<i>Advisory Board</i>
<i>Oscar Cardenas</i>	<i>Northside ISD</i>	<i>Advisory Board</i>
<i>Scott Christensen</i>	<i>Reid Road MUD No. 1</i>	<i>Advisory Board</i>
<i>Stephen Fortenberry</i>	<i>McKinney ISD</i>	<i>Advisory Board</i>
<i>Monte Mercer</i>	<i>North Central TX Council of Government</i>	<i>Advisory Board</i>
<i>Len Santow</i>	<i>Griggs & Santow</i>	<i>Advisory Board</i>
<i>S. Renee Tidwell</i>	<i>Tarrant County</i>	<i>Advisory Board</i>

For more information contact TexSTAR Participant Services ★ 1-800-TEX-STAR ★ www.texstar.org



City of Copperas Cove

City Council Agenda Item Report

May 5, 2009

Agenda Item G-7

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

SUBJECT: Consideration and action on a resolution accepting the quarterly investment report as presented for the quarter ending March 31, 2009 per the Investment Policy.

1. BACKGROUND/HISTORY

The Public Funds Investment Act of Chapter 2256, Texas Government Code, requires investment management reports to be accepted by the governing body. The City's Investment Policy requires that the Investment Officer shall report to City Council no less than on a quarterly basis, a detailed listing of all purchases, sales and payments, and a description of each security held as well as management summary information. The attached exhibits are those reporting requirements for the quarter ending March 31, 2009.

2. FINDINGS/CURRENT ACTIVITY

See attached quarterly investment report.

3. FINANCIAL IMPACT

None.

4. ACTION OPTIONS/RECOMMENDATION

City staff recommends that the City Council accept the quarterly investment report as presented for the quarter ending March 31, 2009 per the Investment Policy.

RESOLUTION NO. 2009-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS APPROVING THE INVESTMENT REPORT FOR QUARTER ENDED MARCH 31, 2009.

WHEREAS, Chapter 2256 of the Texas Government Code, commonly known as the "Public Funds Investment Act," requires the Investment Officer of the City to present not less than quarterly a written report of investment transactions for all funds covered for the preceding reporting period to the governing body; and

WHEREAS, This quarterly investment report must be approved quarterly; and

WHEREAS, This reporting is authorized by the Public Funds Investment Act; and

WHEREAS, The Public Funds Investment Act requires the quarterly investment report be presented to the governing body; and

WHEREAS, The attached quarterly investment report complies with the Public Funds Investment Act.

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

Section 1.

That the City of Copperas Cove has complied with the requirements of the Public Funds Investment Act, and the Quarterly Investment Report for quarter ended March 31, 2009 attached hereto as "Exhibit A," is hereby approved as the quarterly investment report for quarter ended March 31, 2009 of the City effective May 5, 2009.

PASSED, APPROVED, AND ADOPTED on this 5th day of May 2009 at a regular meeting of the City Council of the City of Copperas Cove, Texas which meeting was held in compliance with the Open Meetings Act, *Tex. Gov't Code*, §551.001, et.seq. at which meeting a quorum was present and voting.

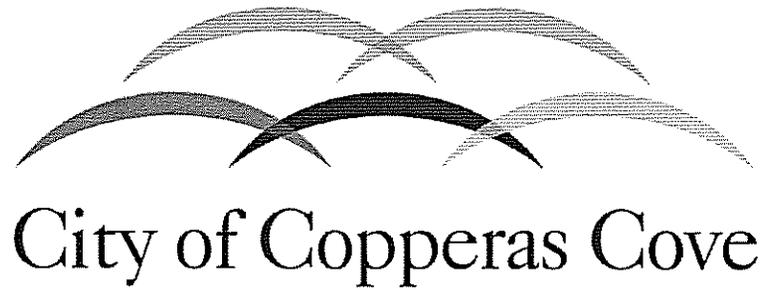
John Hull, Mayor

ATTEST:

Jane Lees, City Secretary

APPROVED AS TO FORM:

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



**Quarterly Investment Report
Ending as of March 31, 2009**

City of Copperas Cove, Texas
Quarterly Investment Report

January 1, 2009 - March 31, 2009

The following reports are submitted in accordance with the Public Funds Investment Act (Chapter 2256). The report also offers supplement not required by the Act to fully inform the City Council of the position and activity within the City of Copperas Cove's portfolio of investments. The reports include a management summary overview, detailed holdings report for the end of the period, and a transaction report as well as graphic representations of the portfolio to provide full disclosure to the City Council.

The City of Copperas Cove's portfolio is managed in full compliance with the Public Funds Investment Act, the City's Investment Policy and Strategy and under the strictest safety parameters as set by the City Council.

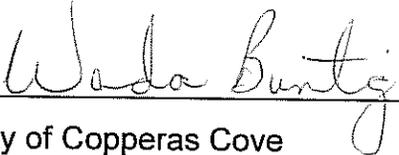
A copy of Section 2256.023 of the Act pertaining to Internal Management Reports is attached to the report for reference.

City of Copperas Cove, Texas
Operating Fund Quarterly Investment Report
January 1, 2009 – March 31, 2009
Portfolio Summary Management Report

This quarterly report is in compliance with the investment policy and strategy as established by the City and the Public Funds Investment Act (Chapter 2256, Texas Government Code).

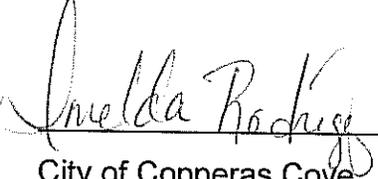
<u>Portfolio as of December 31, 2008</u>		<u>Portfolio as of March 31, 2009</u>	
Beginning Book Value	\$27,703,473	Ending Book Value	\$25,879,828
Beginning Market Value	\$27,703,473	Ending Market Value	\$25,879,828
Unrealized Gain/Loss	\$0	Unrealized Gain/Loss	\$0
		Change in Unrealized Gain/Loss	\$0

Prepared by:



 City of Copperas Cove

Wanda Bunting, CPA, Director of Financial Services



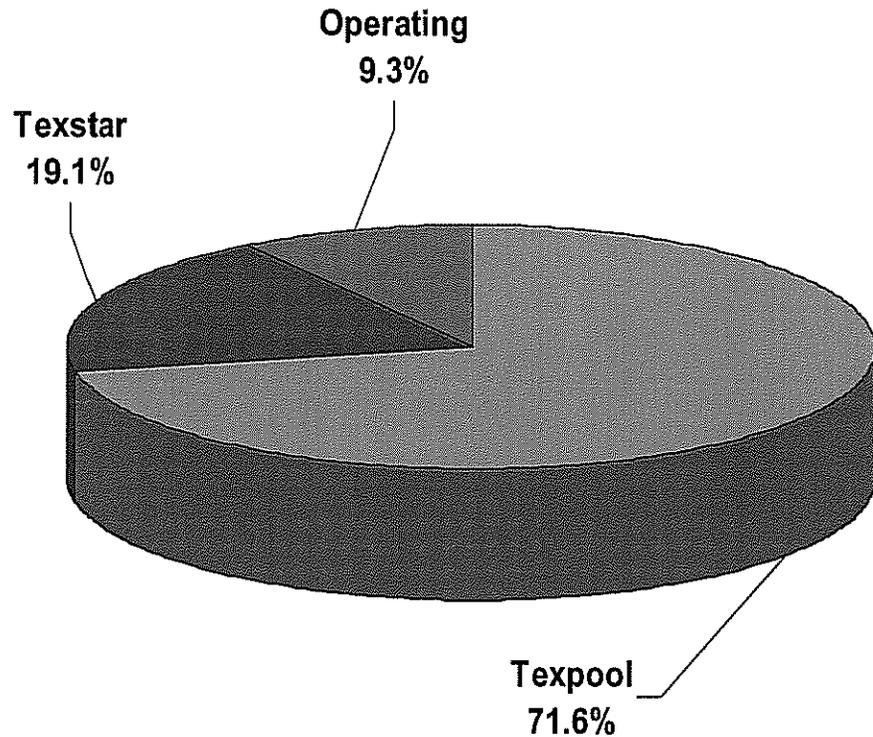
 City of Copperas Cove

Imelda Rodriguez, Assistant Director of Financial Services

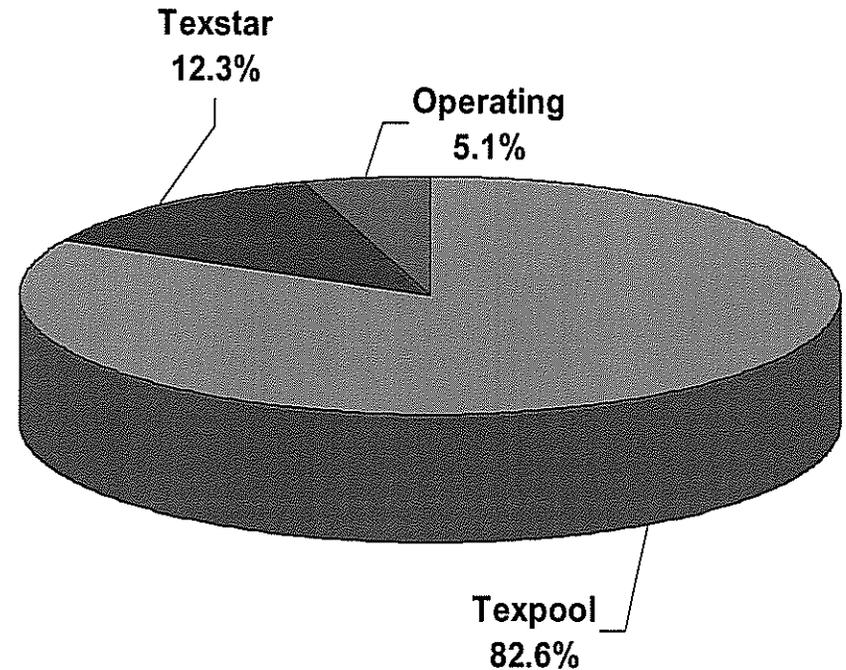
City of Copperas Cove, Texas

Portfolio Allocation Analysis

Fiscal Year 2008-09
1st Quarter (October - December)



Fiscal Year 2008-09
2nd Quarter (January - March)



CITY OF COPPERAS COVE
 QUARTERLY COUNCIL REPORT
 SCHEDULE OF CASH ACCOUNTS AND INVESTMENTS (By Account)
 As of March 31, 2009 (FY 2008-09)

FUNDS IN INVESTMENT POOLS	
TEXSTAR	\$ 3,108,682.34
TEXPOOL	21,669,016.50
	<hr/>
Subtotal on Funds in Investment Pools	\$ 24,777,698.84
	<hr/>
CHECKING ACCOUNTS	
1988 W&S Bond	\$0.00
1994 Fire G.O. Bond Issue	0.00
1994 Fire Station Retainage	0.00
1994 Landfill C O's	0.00
Caddy Shack - Pool Account	0.00
Drainage Utility Reserve	0.00
G.O. Bonds Interest & Sinking	0.00
Master Account	743,375.18
Payroll	316,551.25
Rental Rehab	15,231.84
Golf Course	0.00
State Revolving Fund 1994	0.00
State Revolving Fund 1994 - Cash in Escrow	0.00
W & S Interest & Sinking	0.00
Water & Sewer Revenue	0.00
Law Enforcement Block Grant	8,085.45
Certificate of Obligations Series 1997	0.00
Solid Waste Interest & Sinking	0.00
Library Retainage	0.00
Pending Forfeitures	16,346.14
Small Business Revolving Loan Fund	0.00
1998 G.O. Bond Issue	0.00
1998 G.O. Bond Issue Retainage	0.00
1998 C.O. Bond Issue Retainage	0.00
Community Development	0.00
	<hr/>
Subtotal Checking Accounts	\$1,099,589.86
	<hr/>
SAVINGS ACCOUNTS (Per Quarterly Stmt)	
Subdivision Escrow	2,539.67
	<hr/>
Subtotal Savings Accounts	\$2,539.67
	<hr/>
TOTAL INVESTMENTS & CASH ACCOUNTS	<u>\$25,879,828.37</u>

CITY OF COPPERAS COVE
 QUARTERLY COUNCIL REPORT
 SCHEDULE OF CASH ACCOUNTS AND INVESTMENTS (By Fund)
 As of March 31, 2009 (FY 2008-09)

FUND	TOTAL CASH & INVESTMENTS
General Fund	\$8,017,948.22
Water & Sewer Fund	\$3,304,201.00
Solid Waste Fund	\$890,018.93
Youth Activity Fund	\$133,367.28
Drainage Utility Fund	\$938,614.67
Cemetery Fund	\$15,028.05
General Obligation Interest & Sinking Fund	\$1,419,674.12
Curb & Gutter Assessment Fund	(\$7,719.37)
Municipal Golf Course Fund	(\$192,298.82)
Small Business Revolving Loan Fund	\$68,127.59
Library Gifts & Memorials Fund	\$8,600.89
Hotel/Motel Tax Fund	\$138,152.94
Animal Shelter Donations Fund	\$18,862.41
Police Court Order Fund	\$0.00
City-Wide Donations Fund	\$84,098.67
Abandoned Vehicle Auction Fund	\$0.00
City Wide Grants	\$91,711.66
FEMA Grant Funds	\$71,793.55
Fire Special Revenue Fund	\$15,244.24
Tirz	(\$3,453.47)
Mesa Verde II	(\$2,425.00)
457 Deferred cmp	\$0.00
Joint Image Campaign	\$31,992.61
Tx. Parks & Wildlife Grant	\$0.00
Municipal Court Fund	\$191,013.65
Police Restricted Fund	\$24,591.10
Police Federal Seizure Fund	\$2,104.23
Fire/EMS Loan	\$0.00
County Mutual Aid Agreement	\$345.03
Law Enforcement Block Grant Fund	\$8,805.45
Fire Department Grant Fund	\$9,324.73
Library Grant Fund	\$24,406.68
Step Grant	\$3,306.65
Tobacco Grant	\$1,869.90
FM 1113 Grant	\$50,178.66
2006 Limited Tax Notes	\$149,064.00
2008 Tax Note	\$1,014,040.24
2008 Tax Note (W/S)	\$929,458.57
2008 Tax Note (Drainage)	\$81,072.25
2008 Tax Note (Golf)	\$152,756.24
2008A Limited Tax Notes (Tax Supported)	\$795,238.77
2008A Limited Tax Notes (Water & Sewer)	\$473,382.71
2008A Limited Tax Notes (Solid Waste)	\$280,976.92
2008A Limited Tax Notes (Drainage)	\$83,682.36
2008A Limited Tax Notes (Golf)	\$3,003.43
Reliever Route	\$121,259.80
2005 Certificates of Obligation (Water Projects)	\$122,211.07
2001 Combination Tax & Revenue C/O's (Capital Equip. & Improvements)	\$265,966.64
2001 Combination Tax & Revenue C/O's (Water/Wastewater Phase II CIP)	\$204,316.80
2003 Combination Tax & Revenue C/O's (Capital Equip. & Improvements)	\$413,818.07
2003 Combination Tax & Revenue C/O's (Water/Wastewater Phase III CIP)	\$787,162.56
2007 Combination Tax & Revenue C/O's (Police Facility)	\$4,644,931.69
TOTAL CASH & INVESTMENTS	<u>\$25,879,828.37</u>

RECAP OF CASH & INVESTMENTS:

INVESTMENTS IN TEXPOOL	\$ 21,669,016.50
INVESTMENTS IN TEXSTAR	3,108,682.34
CASH IN BANK	\$1,102,129.53
TOTAL CASH & INVESTMENTS	<u>\$ 25,879,828.37</u>

CITY OF COPPERAS COVE
INVESTMENT SCHEDULE
As of March 31, 2009 (FY 2008-09)

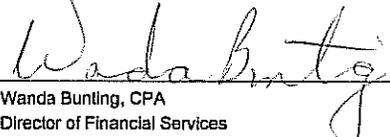
As of March 31, 2009, the City of Copperas Cove's investment portfolio was made up of investments in TEXPOOL, TEXSTAR, and bank deposits with the City's local depository. This portfolio accomplishes the objective of maintaining liquidity while earning a modest yield on invested taxpayers dollars.

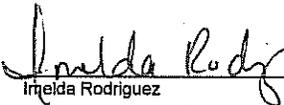
TEXPOOL Investments	Market Value 03/01/09	Investments	Redemptions	Accrued Interest	Book Value 03/31/09	Market Value 03/31/09
General Fund	\$ 7,718,017.83	\$ 254,523.24	\$ 704,523.24	\$ 3,763.73	\$ 7,271,781.56	\$ 7,271,781.56
Water & Sewer Fund	2,987,639.41	200,000.00	-	1,474.68	3,189,114.09	3,189,114.09
Solid Waste Fund	839,273.76	-	-	412.56	839,686.32	839,686.32
Drainage Utility Fund	933,236.27	-	-	458.76	933,695.03	933,695.03
Interest & Sinking Fund	1,382,699.79	33,388.75	-	680.70	1,416,769.24	1,416,769.24
Youth Activities Fund	108,376.71	20,000.00	-	53.88	128,430.59	128,430.59
Cemetery Fund	-	-	-	-	-	-
Golf Course Interest & Sinking	39.94	-	-	-	39.94	39.94
Small Business Revolving Loan Fund	65,130.90	425.00	-	32.02	65,587.92	65,587.92
Hotel/Motel Fund	131,076.72	-	-	64.43	131,141.15	131,141.15
Municipal Court Special Revenue Fund	178,622.72	-	-	87.81	178,710.53	178,710.53
2008 Tax Supported Note	1,192,798.66	-	173,491.90	570.47	1,019,877.43	1,019,877.43
2008 Tax Supported Note/ W&S	1,031,366.08	-	12,760.00	503.81	1,019,109.89	1,019,109.89
2008 Tax Supported Note/ Golf	81,032.41	-	-	39.84	81,072.25	81,072.25
2008 Tax Supported Note/ Drainage	151,972.03	709.49	-	74.72	152,756.24	152,756.24
2001 C/O Bond Fund (Governmental)	265,835.95	-	-	130.69	265,966.64	265,966.64
2001 C/O Bond Fund (W&S Phase II)	238,539.23	-	33,483.50	108.87	205,164.60	205,164.60
2007 C/O Police Facility	5,230,675.66	-	584,247.45	2,425.07	4,648,853.28	4,648,853.28
Reliever Route	121,200.23	-	-	59.57	121,259.80	121,259.80
Total TEXPOOL Investments	\$ 22,657,534.50	\$ 509,046.48	\$ 1,508,506.09	\$ 10,941.61	\$ 21,669,016.50	\$ 21,669,016.50

TEXSTAR Investments	Market Value 03/01/09	Investments	Redemptions	Accrued Interest	Book Value 03/31/09	Market Value 03/31/09
2003 C/O Project Fund (Governmental)	\$ 346,632.99	\$ 377,327.89	\$ 311,338.02	\$ 192.08	\$ 412,814.94	\$ 412,814.94
2003 C/O Project Fund (W&S Phase III)	552,871.99	236,368.47	2,417.79	339.89	787,162.56	787,162.56
2005 C/O Project Fund (Water Projects)	280,766.44	71,947.34	230,654.74	152.03	122,211.07	122,211.07
2006 Tax Notes - Police Building Project	167,423.83	-	18,442.14	82.31	149,064.00	149,064.00
2008A Limited Tax Notes (Tax Supported)	837,937.28	2,006.26	44,118.59	416.95	796,241.90	796,241.90
2008A Limited Tax Notes (Water & Sewer)	478,395.82	625.70	6,079.00	240.19	473,382.71	473,382.71
2008A Limited Tax Notes (Solid Waste)	280,835.12	-	-	141.80	280,976.92	280,976.92
2008A Limited Tax Notes (Drainage)	83,592.30	190.25	-	42.26	83,824.81	83,824.81
2008A Limited Tax Notes (Golf)	30,118.87	-	27,123.64	8.20	3,003.43	3,003.43
Total TEXSTAR Investments	\$ 3,058,574.64	\$ 688,665.91	\$ 640,173.92	\$ 1,615.71	\$ 3,108,682.34	\$ 3,108,682.34

Total Investments	\$ 25,716,109.14	\$ 1,197,712.39	\$ 2,148,680.01	\$ 12,557.32	\$ 24,777,698.84	\$ 24,777,698.84
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This report is in compliance with the investment strategies as approved and the Public Funds Investment Act.


Wanda Bunting, CPA
Director of Financial Services


Inelda Rodriguez
Assistant Director of Financial Services

City of Copperas Cove

City Council Agenda Item Report

May 5, 2009

Agenda Item No. G-8

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

SUBJECT: Consideration and action on authorizing the release of funds from the Hotel Occupancy Tax Fund to the Copperas Cove Chamber of Commerce to satisfy the quarterly installment due for period ending March 31, 2009.

1. BACKGROUND/HISTORY

During the FY 2008-09 budget process, the Copperas Cove Chamber of Commerce submitted a funding request in the amount of \$150,000. On September 16, 2008 the FY 2008-09 Budget was adopted by City Council. On October 21, 2008, the City Council approved an amended Publicity and Tourism Agreement between the City of Copperas Cove and the Copperas Cove Chamber of Commerce. The said agreement requires payments to be made in quarterly installments at the end of each fiscal quarter after a quarterly update is presented by the Copperas Cove Chamber of Commerce.

2. FINDINGS/CURRENT ACTIVITY

The Copperas Cove Chamber of Commerce is scheduled to give a presentation update on May 5, 2009 providing a quarterly tourism financial report accompanied by performance measurement reporting. This is required prior to distribution of funds as stated in the Publicity and Tourism Agreement.

3. FINANCIAL IMPACT

Total expenditures of \$150,000 were approved in FY 2008-09 Budget through the Hotel Occupancy Tax Fund to satisfy the quarterly installments in the amount of \$37,500.

4. ACTION OPTIONS/RECOMMENDATION

City staff recommends that City Council authorize the release of funds in the amount of \$37,500 from the Hotel Occupancy Tax Fund to the Copperas Cove Chamber of Commerce to satisfy the quarterly installment due for period ending March 31, 2009.

City of Copperas Cove

City Council Agenda Item Report

May 5, 2009

Agenda Item No. G-9

Contact – Tim Molnes, Police Chief, 547-4274
tmolnes@ci.copperas-cove.tx.us

SUBJECT: Consideration and action on a resolution authorizing and supporting the City Manager in the submission of a grant application and other related mandatory documents to the U.S. Department of Justice, Office of Justice Programs' (OJP) Bureau of Justice Assistance (BJA) Recovery Act: Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program.

1. BACKGROUND/HISTORY

The Bureau of Justice Assistance (BJA), through the U.S. Department of Justice (DOJ) has announced the availability of funding through the Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program. The Bureau of Justice Assistance will receive funds from the American Recovery and Reinvestment Act of 2009.

2. FINDINGS/CURRENT ACTIVITY

Funding from the Justice Assistance Grant is a direct type of funding and Copperas Cove was allocated funding in the amount of \$53,849. The City is not required to provide matching funds for the grant. Since Coryell County is classified as a "disparate" entity, they are ineligible for a direct funding JAG award and must be a signatory on the required Memorandum of Understanding (MOU) as a partner with the grant. Thus, Copperas Cove and Coryell County must agree on how to share the funding or agree not to share the funding. As such, the MOU satisfies the requirement. On April 27, 2009, Coryell County, through the Commissioner's Court, authorized County Judge John Firth to sign the MOU agreeing to not split the funding in the grant, but to rather allow the City of Copperas Cove the full funding. City Council must now authorize the City Manager to sign the MOU to allow the grant application to be submitted and move forward.

Also required, as a part of the application process, is the authorization from City Council to allow the City Manager to sign the *Certification as to Recovery Act Reporting Requirements* form. The document basically states that the City of Copperas Cove will comply with the reporting requirements.

As part of the process, the application must be made available for review by the governing body not fewer than 30 days before the application is submitted to the BJA. As indicated in the application process, if the 30-day governing body review process is not met, the application should be submitted prior to the application deadline. BJA will add a special condition to the award that will withhold grant funds until the documentation is submitted confirming the requirement has been met. The application deadline is May 18, 2009. The grant application will be completed and submitted prior to the May 18th deadline and be presented to the City Council for consideration at the next regularly scheduled meeting set for May 19, 2009. After the process, BJA will be notified that the review has taken place.

Another part of the application process requires the City to provide an opportunity for the public to comment on the Recovery JAG application. The manner in which the application process is completed is left to the applicant. Staff is satisfying the requirements by placing the notification of the grant application, the grant's purpose, and amount of funding available on the City's website, on Cable Channel 10, as well as a notice in the local newspaper. Members of the public wishing to comment may do so by calling, emailing, or visiting the Police Department.

The funding from the grant will be used for "Computer Expansion" for the new Police facility. The funding will allow the purchase of additional computers that will be needed when the facility is occupied and operational.

3. FINANCIAL IMPACT

Funding is not required other than the purchase of a public notice spot in the local newspaper.

4. ACTION OPTIONS/RECOMMENDATION

City staff recommends the City Council authorize Resolution No. 2009-23, and support the City Manager in the submission of a grant application to the U.S. Department of Justice, Office of Justice Programs' (OJP) Bureau of Justice Assistance (BJA) Recovery Act: Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program for a total of \$53,849, authorize the City Manager to execute a Memorandum of Understanding between the City of Copperas Cove and Coryell County, and authorize the City Manager to sign the *Certification as to Recovery Act Reporting Requirements* document.

RESOLUTION NO. 2009-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, AUTHORIZING THE CITY MANAGER TO APPLY FOR, ACCEPT, REJECT, ALTER OR TERMINATE A GRANT FROM THE BUREAU OF JUSTICE ASSISTANCE (BJA), OFFICE OF JUSTICE PROGRAMS, RECOVERY ACT: EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG), AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH CORYELL COUNTY AS TO THE DISTRIBUTION OF SUCH FUNDING WITH CORYELL COUNTY, AND AUTHORIZING THE CITY MANAGER TO ACT ON THE CITY'S BEHALF TO ADMINISTER THE GRANT, AND PLEDGING THAT THE CITY OF COPPERAS COVE WILL COMPLY WITH THE GRANT REQUIREMENTS OF THE BUREAU OF JUSTICE ASSISTANCE (BJA), OFFICE OF JUSTICE PROGRAMS.

WHEREAS, The Bureau of Justice Assistance (BJA) through the Office of Justice Programs is authorized to administer the Recovery Act: Edward Byrne Memorial Justice Assistance Grant (JAG). The stated purposes of the Recovery Act are: to preserve and create jobs and promote economic recovery; to assist those most impacted by the recession; to provide investments needed to increase economic efficiency by spurring technological advances in science and health; to invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits; and to stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases; and

WHEREAS, The City of Copperas Cove, in the State of Texas, is qualified to apply for grant funds under the Request for Applications.

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

SECTION 1.

That the City Manager is authorized to execute a Memorandum of Understanding between the City and Coryell County allocating the total of \$53,849 in available grant funding from the Bureau of Justice Assistance (BJA), Office of Justice Programs for a Recovery Act: Edward Byrne Memorial Justice Assistance Grant (JAG).

SECTION 2.

That the City Manager is authorized to apply for and accept such funding in the amount of \$53,849 for the purpose of a computer expansion project. No matching funds are required.

SECTION 3.

That the City Manager will act on behalf of the City of Copperas Cove and the Copperas Cove Police Department in all matters related to the grant application and any subsequent grant contract and grant project that may result, and the City Manager will act on the City's behalf in administering the grant.

SECTION 4.

That the City of Copperas Cove will comply with the grant requirements of the Bureau of Justice Assistance (BJA), Office of Justice Programs Recovery Act: Edward Byrne Memorial Justice Assistance Grant (JAG) and the State of Texas and the conditions of the Memorandum of Understanding.

SECTION 5.

That grant funds will be used only for the purpose for which they are intended under the grant.

SECTION 6.

That the City of Copperas Cove, in the event of loss or misuse of the Bureau of Justice Assistance (BJA), Office of Justice Programs Recovery Act: Edward Byrne Memorial Justice Assistance Grant (JAG), will reimburse the Bureau of Justice Assistance (BJA), Office of Justice Programs, the full amount of the City's portion of the grant award.

PASSED, APPROVED, AND ADOPTED on this 5th day of May 2009 at a regular meeting of the City Council of the City of Copperas Cove, Texas which meeting was held in compliance with the Open Meetings Act, *Tex. Gov't Code*, §551.001, et.seq. at which meeting a quorum was present and voting.

John Hull, Mayor

ATTEST:

APPROVED AS TO FORM:

Jane Lees, City Secretary

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

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Recovery Act – Justice Assistance Grant (JAG) Program

Certification as to Recovery Act Reporting Requirements

On behalf of the applicant entity named below, I certify the following to the Office of Justice Programs, U.S. Department of Justice:

I have personally read and reviewed the section entitled "Accountability and Transparency under the Recovery Act" in the program announcement for the Recovery Act grant program identified above. I have also read and reviewed section 1512(c) of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5), concerning reporting requirements for grants. I agree that the applicant will comply with the reporting requirements set forth therein with respect to any grant the applicant may receive under the Recovery Act grant program identified above.

I acknowledge that a false statement in this certification may be subject to criminal prosecution, including under 18 U.S.C. § 1001. I also acknowledge that Office of Justice Program grants, including certifications provided in connection with such grants, are subject to review by the Office of Justice Programs, and/or by the Department of Justice's Office of the Inspector General.

I have authority to make this certification on behalf of the applicant entity (that is, the entity applying directly to the Office of Justice Programs).

Signature of Certifying Official

Printed Name of Certifying Official

Title of Certifying Official

Full Name of Applicant Entity

Date

THE STATE OF TEXAS
COUNTY OF CORYELL

KNOW ALL BY THESE PRESENT

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF COPPERAS COVE, TEXAS AND COUNTY OF CORYELL, TEXAS**

RECOVERY ACT: JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this day of , 2009, by and between The COUNTY of CORYELL, acting by and through its governing body, the Commissioners Court, hereinafter referred to as COUNTY, and the CITY of COPPERAS COVE, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of CORYELL County, State of TEXAS, witnesseth:

WHEREAS, this Agreement is made under the authority of Chapter 7, Texas Government Code: and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

WHEREAS, the CITY agrees to provide the COUNTY \$0.00 from the JAG award for the Computer Expansion Program: and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY agrees to pay COUNTY a total of \$0.00 of JAG funds.

Section 2.

COUNTY agrees to use \$0.00 for the Computer Expansion Program until October 1, 2013.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Texas Tort Claims Act.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the Texas Tort Claims Act.

Section 5.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF COPPERAS COVE, TEXAS

COUNTY OF CORYELL, TEXAS

City Manager

County Judge

ATTEST:

APPROVED AS TO FORM:

City Secretary

Assistant District Attorney

APPROVED AS TO FORM:

Contract Authorization

City Attorney

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contracts or legal document on behalf of other parties. Our view of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).

City of Copperas Cove

City Council Agenda Item Report

May 5, 2009

Agenda Item H-1

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

SUBJECT: **Public Hearing on an ordinance amending the 2008-09 fiscal year budget for the City of Copperas Cove.**

1. BACKGROUND/HISTORY

The 2008-09 budget was adopted on September 16, 2008, with a budget amendment approved on November 3, 2008 and April 7, 2009. According to Section 6.16(b)(1) of the Copperas Cove City Charter, in order for the City Council to amend the 2008-09 budget, it must first hold a public hearing on the proposed amendments. The Charter also provides a requirement that when fund balance is to be used to fund increases in expenditures that two public hearings be held. The proposed budget amendment will require the use of fund balance. This public hearing will be the first of two public hearings held as required by the Charter. The second public hearing will be on May 19, 2009.

2. FINDINGS/CURRENT ACTIVITY

The General Fund requires \$100,000 increase in expenditure appropriation for the design and engineering contract for the "Lutheran Church Road" project, the fund balance in the general funds meets ideal fund balance prior to this budget amendment. A reimbursement resolution will be included on the May 19, 2009 City Council agenda that will allow for reimbursement to the General Fund operating budget after the general obligation bond debt is issued. With City Council's approval of the reimbursement resolution, the use of these operating funds on a temporary basis for the design and engineering contract should not impact the City's bond rating.

The Solid Waste Fund requires a redistribution of \$2,750 from the Solid Waste Transport and Disposal funds to Operations. This is necessary due to the extra costs for license requirements and the extra costs that are needed to operate the Transfer Station on five Saturdays a year. Operating the Transfer Station is an item that was mentioned and discussed at the Public Meeting held on January 20, 2009. The department does not have sufficient funds available in the operations budget to provide this service on each identified Saturday for the remainder of the current fiscal year.

The budget amendment includes the following appropriation changes:

- Solid Waste Operations \$2,750
- Solid Waste Disposal (\$2,750)

The Drainage Utility Fund will require an increase of \$10,000 in expenditure appropriations. The expenditure increase is to cover the design and engineer contract for the "Colorado Drive Area Drainage Improvement" grant application. This expenditure will qualify for reimbursement if the grant is approved.

3. FINANCIAL IMPACT

See attached ordinance and proposed amendments.

4. ACTION OPTIONS/RECOMMENDATION

City staff recommends that the City Council hold a public hearing on Ordinance No. 2009-10, amending the fiscal year 2008-09 Budget.

ORDINANCE NO. 2009-10

AN ORDINANCE APPROVING AND ADOPTING AN AMENDMENT TO THE BUDGET FOR OPERATING THE MUNICIPAL GOVERNMENT OF THE CITY OF COPPERAS COVE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2008, AND ENDING ON SEPTEMBER 30, 2009; REPEALING ALL ORDINANCES AND APPROPRIATIONS IN CONFLICT WITH THE PROVISIONS OF THIS ORDINANCE; AND ESTABLISHING A SAVINGS CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, The City Council desires to amend the operating budget of the municipal government of the City of Copperas Cove for the fiscal year October 1, 2008 to September 30, 2009; and

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

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

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

SECTION I.

That the City Council of the City of Copperas Cove ratify, approve and adopt the amendments to the budget considered for the fiscal year of October 1, 2008 to September 30, 2009, as identified in "Attachment A" of this ordinance.

SECTION II.

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

SECTION III.

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

SECTION IV.

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

PASSED, APPROVED AND ADOPTED this 19thday of May 2009, at a regular called meeting of the City Council of the City of Copperas Cove, Texas, which meeting was held in compliance with the Open Meetings Act, *Tex. Gov't Code* 551.001, et.seq., at which meeting a quorum was present and voting.

John Hull, Mayor

ATTEST:

Jane Lees, City Secretary

APPROVED AS TO FORM:

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

CITY OF COPPERAS COVE, TEXAS
FISCAL YEAR 2008-09 BUDGET
GENERAL FUND
SUMMARY OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

Description	Actual FY 2007-08	Budget* FY 2008-09	Proposed Amendment	Amended Budget FY 2008-09
BEGINNING FUND BALANCE:				
Unreserved, Undesignated	\$ 2,279,959	\$ 2,827,839	\$ -	\$ 2,827,839
Prior Yr Enc Voided in Current Yr	53,721	-	-	-
Prior Period Adjustment	600,980	-	-	-
Unreserved, Designated	1,000,000	1,000,000	-	1,000,000
TOTAL BEGINNING FUND BALANCE	\$ 3,934,660	\$ 3,827,839	\$ -	\$ 3,827,839
REVENUES:				
Taxes	\$ 9,978,493	\$ 10,746,164	\$ -	\$ 10,746,164
Permits & Licenses	220,202	237,874	-	237,874
Charges for Services	803,889	922,989	-	922,989
Fines	753,080	834,404	-	834,404
Administrative Reimbursements	1,300,500	1,250,500	-	1,250,500
Miscellaneous Revenue	483,727	524,645	-	524,645
TOTAL REVENUES	\$ 13,539,891	\$ 14,516,576	\$ -	\$ 14,516,576
TOTAL FUNDS AVAILABLE	\$ 17,474,551	\$ 18,344,415	\$ -	\$ 18,344,415
EXPENDITURES:				
City Council (21)	\$ 30,252	\$ 42,240	\$ -	\$ 42,240
City Manager (22)	199,730	285,412	-	285,412
City Secretary (23)	133,462	163,182	-	163,182
City Attorney (24)	133,273	155,062	-	155,062
Finance (Incl. Purchasing) (31)	550,358	653,360	-	653,360
Human Resources (34)	177,876	240,671	-	240,671
Information Systems (35)	194,775	239,238	-	239,238
Municipal Court (41)	333,868	351,155	-	351,155
Police (42)	4,057,023	4,762,190	-	4,762,190
Public Affairs Office (4250)	52,716	115,389	-	115,389
Animal Control (43)	204,901	240,896	-	240,896
Fire/EMS (44)	3,020,474	3,214,345	-	3,214,345
Emergency Management (4420)	6,588	17,443	-	17,443
Engineering (51)	135,701	169,259	-	169,259
Building Development (52)	285,707	274,844	-	274,844
Streets (53)	1,040,458	819,582	-	819,582
Parks and Recreation (54)	895,698	1,030,046	-	1,030,046
Fleet Services (55)	232,269	253,226	-	253,226
Public Works (56)	39,508	-	-	-
Facility Maintenance (57)	166,506	111,119	-	111,119
Planning (61)	156,602	212,447	-	212,447
Library (71)	517,844	533,921	-	533,921
Code & Health (72)	155,274	219,902	-	219,902
Non-Departmental (75)	494,013	566,389	100,000	666,389
TOTAL EXPENDITURES	\$ 13,214,876	\$ 14,671,318	\$ 100,000	\$ 14,771,318
ENDING FUND BALANCE:				
Unreserved, Undesignated	\$ 3,259,675	\$ 2,673,097	-	\$ 2,573,097
Unreserved, Designated	1,000,000	1,000,000	-	1,000,000
TOTAL ENDING FUND BALANCE	\$ 4,259,675	\$ 3,673,097	\$ (100,000)	\$ 3,573,097
IDEAL FUND BALANCE	\$ 3,303,719	\$ 3,667,830	\$ 25,000	\$ 3,692,830
OVER (UNDER) IDEAL FUND BALANCE	\$ 955,956	\$ 5,268	\$ (125,000)	\$ (119,733)

*This budget reflects a 2008-09 budget amendment that was approved by City Council on November 3rd and April 7th.

**CITY OF COPPERAS COVE
FISCAL YEAR 2008-09 BUDGET
SOLID WASTE FUND
SUMMARY OF REVENUES, EXPENSES AND CHANGES IN FUND BALANCE**

Description	Projected FY 2007-08	Adopted FY 2008-09	Proposed Amendment	Amended Budget FY 2008-09
BEGINNING FUND BALANCE:				
Unreserved, Undesignated	\$ 769,843	\$ 750,357	\$ -	\$ 750,357
Prior Yr Enc Voided in Current Yr	296	-	-	-
Prior Period Adjustment	(57,476)	-	-	-
TOTAL BEGINNING FUND BALANCE	\$ 712,663	\$ 750,357	\$ -	\$ 750,357
REVENUES:				
Garbage Collection Fees	\$ 2,361,767	\$ 2,451,700	\$ -	\$ 2,451,700
Senior Discount	(39,375)	(40,700)	-	(40,700)
Sanitary Landfill Fees	375,000	400,000	-	400,000
Recycling Proceeds	45,000	45,000	-	45,000
Sale of Kraft Bags	11,000	13,000	-	13,000
Sale of Scrap Metal	19,000	16,000	-	16,000
Container Reload-On Site	5,000	7,500	-	7,500
Rtn Svce-Overload Container	200	500	-	500
Auto-Lid Locks	1,306	1,000	-	1,000
Rear Load Dumpster Rental	3,770	2,000	-	2,000
Roll-Off Rental Income	55,000	45,000	-	45,000
Bulky/White Goods Collection	-	68,040	-	68,040
Container Removal from Curb	-	15,450	-	15,450
Miscellaneous Solid Waste Fees	-	3,274	-	3,274
Subtotal	<u>\$ 2,837,668</u>	<u>\$ 3,027,764</u>	<u>\$ -</u>	<u>\$ 3,027,764</u>
Interest Revenue	\$ 26,000	\$ 28,000	\$ -	\$ 28,000
Late Charge For Billing	120,000	123,000	-	123,000
Auction Proceeds	1,000	5,000	-	5,000
Miscellaneous Revenues	3,000	1,000	-	1,000
Subtotal	<u>\$ 150,000</u>	<u>\$ 157,000</u>	<u>\$ -</u>	<u>\$ 157,000</u>
TOTAL REVENUES	\$ 2,987,668	\$ 3,184,764	\$ -	\$ 3,184,764
TOTAL FUNDS AVAILABLE	\$ 3,700,331	\$ 3,935,121	\$ -	\$ 3,935,121
EXPENSES:				
Solid Waste Operations (90)	\$ 205,017	\$ 229,350	\$ 2,750	\$ 232,100
Solid Waste Collection - Residential (91-01)	336,029	387,254	-	387,254
Solid Waste Collection - Recycling (91-02)	123,605	148,667	-	148,667
Solid Waste Collection - Brush (91-03)	141,737	165,034	-	165,034
Solid Waste Collection - Commercial (91-04)	346,709	433,744	-	433,744
Solid Waste Collection - KCCB (91-05)	22,000	24,789	-	24,789
Solid Waste Disposal (92)	1,269,053	1,187,612	(2,750)	1,184,862
Non-Departmental (95)	505,824	553,969	-	553,969
TOTAL EXPENSES	\$ 2,949,974	\$ 3,130,419	\$ -	\$ 3,130,419
ENDING FUND BALANCE:				
Unreserved, Undesignated	\$ 750,357	\$ 804,703	\$ -	\$ 804,703
TOTAL ENDING FUND BALANCE	\$ 750,357	\$ 804,703	\$ -	\$ 804,703
IDEAL FUND BALANCE	\$ 737,494	\$ 782,605	\$ -	\$ 782,605
OVER (UNDER) IDEAL FUND BALANCE	\$ 12,863	\$ 22,098	\$ -	\$ 22,098

*This budget reflects a 2008-09 budget amendment that was approved by City Council on November 3rd and April 7th.

CITY OF COPPERAS COVE
FISCAL YEAR 2008-09 BUDGET
DRAINAGE UTILITY FUND
SUMMARY OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

Account	Description	Projected FY 2007-08	Adopted FY 2008-09	Proposed Amendment	Amended Budget FY 2008-09
BEGINNING FUND BALANCE:					
	Unreserved, Undesignated	\$ 324,584	\$ 72,479	\$ -	\$ 72,479
	Prior Period Adjustment	(72,769)			
TOTAL BEGINNING FUND BALANCE		<u>\$ 251,815</u>	<u>\$ 72,479</u>	<u>\$ -</u>	<u>\$ 72,479</u>
REVENUES					
05-340-1020	Drainage Utility Fee	\$ 842,539	\$ 870,000	\$ -	\$ 870,000
05-340-1001	Maintenance Revenue	-	-	-	-
Subtotal		<u>\$ 842,539</u>	<u>\$ 870,000</u>	<u>\$ -</u>	<u>\$ 870,000</u>
Other Revenue					
05-390-6005	Miscellaneous Revenues	\$ 35	\$ 10	\$ -	\$ 10
05-370-6001	Interest Revenue	28,900	35,000	-	35,000
05-390-6003	Late Charge for Billing	540	500	-	500
05-392-1001	Auction Proceeds	926	200	-	200
Subtotal		<u>\$ 30,401</u>	<u>\$ 35,710</u>	<u>\$ -</u>	<u>\$ 35,710</u>
TOTAL REVENUES		<u>\$ 872,940</u>	<u>\$ 905,710</u>	<u>\$ -</u>	<u>\$ 905,710</u>
TOTAL FUNDS AVAILABLE		<u>\$ 1,124,755</u>	<u>\$ 978,189</u>	<u>\$ -</u>	<u>\$ 978,189</u>
EXPENDITURES					
	Drainage	\$ 773,825	\$ 467,186	\$ -	\$ 467,186
	Non-Departmental	278,451	344,590	10,000	354,590
TOTAL EXPENDITURES		<u>\$ 1,052,276</u>	<u>\$ 811,776</u>	<u>\$ 10,000</u>	<u>\$ 821,776</u>
ENDING FUND BALANCE					
	Unreserved, Undesignated	\$ 72,479	\$ 166,413	\$ (10,000)	\$ 156,413
TOTAL ENDING FUND BALANCE		<u>\$ 72,479</u>	<u>\$ 166,413</u>	<u>\$ (10,000)</u>	<u>\$ 156,413</u>

*This budget reflects a 2008-09 budget amendment that was approved by City Council on November 3rd and April 7th.

NOTICE OF PUBLIC HEARING

On May 5, 2009, during a Regular City Council Meeting, the City Council of the City of Copperas Cove will hold a public hearing on the ordinance to amend the FY 2008-09 Budget for the City of Copperas Cove. The May 5, 2009 City Council Meeting will begin at 7:00 pm and will be held in the City Council Chambers at City Hall, 507 South Main Street, Copperas Cove, Texas 76522.

The proposed amendments to the FY 2008-09 Annual Budget are as follows:

	Increase (Decrease)
General Fund	
Expenditure Appropriations	\$100,000
Drainage Utility Fund	
Expenditure Appropriations	\$10,000

City of Copperas Cove

City Council Agenda Item Report

May 5, 2009

Agenda Item No. I-1

Contact – Carl Ford, Director of Development Services, 547-4221
cford@ci.copperas-cove.tx.us

SUBJECT: Consideration and action on appointment of an alternate member to fill a vacancy on the Board of Adjustment.

1. BACKGROUND/HISTORY

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

Position One – Phillip Lavalis
Position Two – Robin Hopkins
Position Three – Charles Hendricks
Position Four – Frank D. Somera, Jr.
Position Five – Billy Minton
Alternate – James Morival
Alternate – Vacant

The Alternate position became vacant on March 3, 2009 when the City Council appointed Alternate Member Frank D. Somera, Jr. to Position 4.

2. FINDINGS/CURRENT ACTIVITY

Currently the City has one application from Annabelle L. Smith. The application is attached for your review. Upon filling the vacant position, the Board of Adjustment will have no current vacancies.

3. FINANCIAL IMPACT

None.

4. ACTION OPTIONS/RECOMMENDATION

City staff recommends appointing an Alternate Member to fill the vacancy for an unexpired term ending June 30, 2011.

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

Name Annabelle L. Smith Date 5/30/08

Address 904 Holly Copperas Cove, Tx 76522

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

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

Occupation College Administrator - Central Texas College

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

Professional Affiliations Texas Assoc. of Collegiate Veteran Program Officials (29 years - 25 as an officer)

Western Association of Veteran Educational Spec) Texas Assoc of Stu. Fin. Aid Admin) Nat. Assoc Fin Aid Admin

Areas of Interest Crafts - reading - writing

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

I would like to be considered for the following:

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

**USAA
Frankfort Germany
1969 – 1972
1965 – 1967**

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

**Crawford & Company
1965 – 1969**

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

**1959 – 1962
US WACS**

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

City of Copperas Cove City Council Agenda Item Report May 5, 2009

Agenda Item No. I-2

Contact – Mike Baker, Fire Chief, 547-2514
mbaker@ci.copperas-cove.tx.us

SUBJECT: Consideration and action, authorizing the purchase of a Frazer Type I Ambulance from Frazer, Ltd., through the HGAC Cooperative purchasing program.

1. BACKGROUND/HISTORY

The Copperas Cove City Council approved in the tax notes for this budget year the replacement of one ambulance unit in the Fire Department. The new unit will replace our oldest ambulance (Unit 44-14), a 1997 model with 74,475 miles. The new unit will be placed in front-line service and the next oldest unit will be rotated to back-up status.

2. FINDINGS/CURRENT ACTIVITY

Staff received the attached quote from the vendor through HGAC. The new unit specifications were reviewed and approved by Fire Department and Fleet Services Department staff. The approved tax note funding was for \$116,350. The difference of \$600 resulted from interest earnings in the account until time of purchase.

3. FINANCIAL IMPACT

\$116,950 is available from the tax note funds in account # 79-4190-7500-8300.

4. ACTION OPTIONS/RECOMMENDATION

City staff recommends approval of the purchase of the new Frazer Ambulance Unit through HGAC.



April 22, 2009

Mike Baker
 Chief
 Copperas Cove F.D.
 Email: mbaker@ci.copperas-cove.tx.us

Quote #5468C-HGAC

Chief Baker,

Below is itemized pricing from contract number AM04-08 for one (1) Type I 12' Generator Powered Module mounted on a Dodge Ram 3500 6.7L diesel chassis with an air suspension system.

HA05: Type I 12' on Dodge Ram 3500 Diesel DRW Cab/Chassis, Gen Pwr Mod \$ 100,000.00

Published Options (Form E):

1	Module upgrade for diesel chassis	\$	1,500.00
26	Granning air suspension system	\$	5,000.00
217	Single 10" 3M reflective stripe with non-reflective pinstripe and basic reflective lettering	\$	1,900.00
212	3M diamond grade conspicuity tape in Chevron pattern on rear of module including entry doors	\$	1,400.00
19	Buell dual 10" & 12" air horns with compressor	\$	1,700.00
197	EVS captain's chair with built-in child safety seat	\$	700.00
174	Squad bench cabinet with padding on the end	\$	500.00
116	Large aluminum map holder (each) (x 2)	\$	350.00
143	Oxygen regulator and cylinder changing wrench	\$	150.00
123	2 high powder coated aluminum glove box holder (x 2)	\$	250.00
118	2 high powder coated aluminum "D" cylinder holder	\$	150.00
192	36 small and 12 large red, blue or yellow Akro bins	\$	325.00
156	3 receptacle 12VDC outlet, no medical diode isolator	\$	100.00
125	4 high powder coated aluminum glove box holder	\$	175.00
167	Extra sharps container and bracket	\$	75.00
114	Triple blank insert	\$	150.00
247	Lighting modification from base	\$	500.00
153	Additional 120VAC duplex outlet	\$	125.00
248	Exterior compartment modification	\$	500.00

Unpublished Options:

Furnish and install (1) dual and (2) single phone jacks in module	\$	150.00
Bolster cabinet at front of squad bench w/ short grab bar above it	\$	50.00
Furnish and install (2) dry erase boards above squad bench	\$	200.00

Module and chassis	\$ 100,000.00
Published Options	\$ 15,550.00
Unpublished Options	\$ 400.00
HGAC fee	\$ 1,000.00
Total	\$ 116,950.00

Per TMVCC we are quoting this through our licensed franchise dealer, Dallas Dodge Chrysler Jeep.

Please make your purchase order out to Dallas Dodge Chrysler Jeep (1150 LBJ Freeway, Dallas, TX 75238). Please email a copy of your purchase order and this quote to Billy Wagoner with Dallas Dodge Chrysler Jeep at bwagoner@kag-1.net, La Wanda James with HGAC at lawanda.james@h-gac.com, and to Laura Richardson at lrichardson@frazerbilt.com.

Thank you for the opportunity to quote this job. If you have any questions please call me at 888-372-9371.

Best Regards,

A handwritten signature in black ink that reads "Laura Richardson". The signature is written in a cursive style and is underlined.

Laura Richardson
Frazer, Ltd.

LGR:KL.

City of Copperas Cove

City Council Agenda Item Report

May 5, 2009

Agenda Item I-3

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

SUBJECT: Consideration and action on an ordinance amending the City's "Fee Schedule".

1. BACKGROUND/HISTORY

Most of the City's fees are identified in a "Fee Schedule" which is formally adopted by the City Council in the form of an ordinance. Each year, and sometimes more frequently, the ordinance is presented to the City Council for consideration of certain changes and additions. Various fees that are on other City Ordinances are being consolidated as they are identified so that citizens will have one location for all City fees.

On March 26, 2009, the City Council authorized the Copperas Cove Municipal Court to accept online credit card payments through the Company of Tyler Technologies.

2. FINDINGS/CURRENT ACTIVITY

The Municipal Court is working with Tyler Technologies to upgrade the system to Incode which will link directly with the Incode Financial System of the City. The Copperas Cove Municipal Court should complete the system upgrade to Incode with Tyler Technologies in April 2009. Beginning in May, the Municipal Court plans to use the online payment system through Tyler Technologies. The customer will be prompted to pay a \$1.50 convenience fee when paying a Municipal Court payment online. The required fee will be paid directly to Tyler Technologies, thus will not be a revenue source for the City.

3. FINANCIAL IMPACT

There will be no direct financial impact to the City since the fee is a direct pass through to the vendor supplying the online service to the customer.

4. ACTION OPTIONS/RECOMMENDATION

City staff recommends that the City Council approve Ordinance No. 2009-09, amending the City's "Fee Schedule."

ORDINANCE NO. 2009-09

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

WHEREAS, The City of Copperas Cove adopted a “Fee Schedule” on September 16, 2008 for Fiscal Year 2008-2009; and

WHEREAS, The City of Copperas Cove amended the “Fee Schedule” on March 3, 2009 for Fiscal Year 2008-09; and

WHEREAS, The City passed a resolution on March 26, 2009 to accept credit card payments through the Company of Tyler Technologies at no cost to the City; and

WHEREAS, The addition of this online convenience fee requires the fee to be added to the City’s “Fee Schedule”; and

WHEREAS, City staff has reviewed the fees charged by the City and recommends a change to the current fees in order to comply with new requirements and provide flexibility.

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

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

SECTION 2. That all ordinances for which provision has heretofore been made are hereby expressly repealed if in conflict with the provisions of this ordinance.

SECTION 3. That should any section, clause, or provision of this ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of this ordinance or any other ordinance of the City as a whole or any part thereof, other than the part so declared to be invalid.

SECTION 4. That this ordinance shall go into effect upon passage.

PASSED, APPROVED AND ADOPTED this 5th day of May 2009, at a regular meeting held by the City Council of the City of Copperas Cove, Texas, pursuant to the Tex. Gov’t Code § 551.001, et.seq., at which meeting a quorum was present and voting.

John Hull, Mayor

ATTEST:

Jane Lees, City Secretary

APPROVED AS TO FORM:

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

**CITY OF COPPERAS COVE
ADOPTED FEE SCHEDULE
EFFECTIVE MAY 5, 2009**

Ordinance 2009-09 (Exhibit 1)

	Fee
POLICE DEPARTMENT	
Wrecker Surcharge Fee - Per Call (Charged only if Notification Letter Sent by City)	\$10.00
Alarm-excessive false alarm fee	\$50.00
Bicycle Registration	\$2.00
Criminal History Letters	\$6.00
Photographs	\$3.00
Fingerprints (per card)	\$5.50
INS Fingerprinting	\$20.00
Offense Reports:	
- In Person (per page)	\$0.10
- Mail (per page)	Postage + .10
Fax:	
- Local (per page)	\$0.10
- Long Distance/Same Area Code (per page)	\$0.50
- Long Distance/Other Area Code (per page)	\$1.00
Accident Reports (per report)	\$5.00
Certification of Accident Report	\$2.00
Escort Fees for movers	\$25.00

ANIMAL CONTROL

Surrender Fees:	
- Resident	\$5.00
- Non-Resident	\$10.00
Adoption Fees:	
- Dogs	\$15.00
- Cats	\$15.00
City Licenses:	
- Dogs	\$3.00
- Cats	\$3.00
Impound Fees:	
- Reclaimed First Day	\$20.00
- Additional Days (per day)	\$3.00
- If the animal was tranquilized (adding to the impound fee)	\$10.00
- Daily Boarding Fee (after owner notification)	\$5.00
- Quarantine Fee (per day)	\$10.00
Exotic Wildlife Permit	\$25.00
Animal Vendor Fee	\$70.00
Vicious/Dangerous Animal Registration	\$150.00
Euthanasia:	
- Resident	\$15.00
- Non-Resident	\$25.00
Duplicate License Tag	\$2.00
Disposal of Farm Animals (varies depending on weight and use of heavy equipment):	
Animal Control Standard Fee	\$25.00
Plus (if necessary) utilizing a front loader	\$75.00/hr
Plus disposal fee	\$0.0235/pound
Microchip Fee (Cats & Dogs)	\$10.25
Deer Feeding Violation (Ord 2007-03) - 1st Offense	\$50.00

**CITY OF COPPERAS COVE
ADOPTED FEE SCHEDULE
EFFECTIVE MAY 5, 2009**

Ordinance 2009-09 (Exhibit 1)

	Fee
Deer Feeding Violation (Ord 2007-03) - 2nd Offense	\$100.00
Deer Feeding Violation (Ord 2007-03) - 3rd Offense & Beyond	\$150.00

FIRE DEPARTMENT

Annual License Fee - Private Ambulance Service	\$2,200.00
Non-Emergency Service Call (per half hour)	\$25.00
Witness Fees (per half hour)	\$25.00
Stand-by-Time (per hour)	\$75.00
Ambulance Rates (EMS):	
- Base BLS Inside City Limits	\$650.00+mileage
- Base ALS 1 Inside City Limits	\$750.00+mileage
- Base ALS 2 Inside City Limits	\$850.00+mileage
Rural Call Charge (BLS & ALS) <i>(does not apply if rural area is covered by separate contract)</i>	\$800.00+mileage
Ambulance Rates (EMS):	
- Mileage Charge from Station to Delivery Point (per mile or fraction thereof)	\$15.00
No Transport: City (if requested by patient or family)	\$175.00
No Transport: County (if requested by patient or family) <i>(does not apply if rural area is covered by separate contract)</i>	\$600.00

Fire Response Related Services:

Engine w/2 personnel	\$500/hr
Ladder w/2 personnel	\$600/hr
Brush truck w/2 personnel	\$400/hr
Support Truck	\$200/hr
Foam	\$45/gal
Absorbent	\$18/bag
Extrication tools	\$300.00
Investigator	\$175.00

Fixed Piping Systems Permit

<i>(Commercial kitchen hoods, ducts, etc)</i>	\$100.00
Permit covers the following:	
- plans review	
- necessary meetings w/engineers, builders, contractors	
- witness testing	
- final inspection/approval	

Fire Alarm Systems Permit

Permit covers the following:	
- plans review	
- necessary meetings w/engineers, builders, contractors	
- witness functional testing	
- final inspection/approval	
-200 or fewer initiating/signaling devices	\$125.00
-More than 200 devices	100.00 + .50/device
-Maximum permit fee	\$1,000.00

**CITY OF COPPERAS COVE
ADOPTED FEE SCHEDULE
EFFECTIVE MAY 5, 2009**

Ordinance 2009-09 (Exhibit 1)

	Fee
Fire Protection Systems Permit	\$100.00
Permit covers the following:	
- plans review	
- necessary meetings w/engineers, builders, contractors	
- witness of hydrostatic testing (below & above ground)	
- witness functional testing	
- final inspection/approval	
 Above & Below Ground Fuel Storage Tank Installation	 \$100.00
Permit covers the following:	
- plans review	
- necessary meetings w/engineers, builders, contractors	
- witness tank installation	
- witness tank & piping testing	
- final inspection/approval	
 Above & Below Ground Fuel Storage Tank Removal	 \$35.00
<i>(No plans required)</i>	
Permit covers the following:	
- witness tank removal to insure no contamination	
 Fireworks Display (Public Display)	 \$250.00
Permit covers the following:	
- plans review & site approval	
- site inspection during setup	
- supervision of display & Engine Company stand-by	
 Day Care Inspection (No plans required unless new facility)	
- Home based day care	\$35.00
- Commercial day care	\$50.00
 Nursing Home/Assisted Living Facility Inspection	
<i>(No plans required unless new facility)</i>	
- Less than 50 residence	\$75.00
- More than 50 residence	\$150.00
 Foster Home/Group Home Inspection (No plan required)	 \$35.00
 Adoptive Home Inspection (No plan required)	 No Charge
 Private School/Instructional Facility	 \$50.00
<i>(No plan required unless new facility)</i>	
 Re-inspection Fee	 \$35.00
<i>(charged only when the business has failed both the initial inspection and one re-inspection)</i>	
 Burn Permit	 \$35.00

**CITY OF COPPERAS COVE
ADOPTED FEE SCHEDULE
EFFECTIVE MAY 5, 2009**

Ordinance 2009-09 (Exhibit 1)

ENGINEERING	Fee
Standard Construction Specifications	\$10.00
Drainage Master Plan	\$35.00
Plat/Map Copies (Black & White):	
- 8.5 x 11	\$1.00
- 11 x 17	\$2.00
- 17 x 22	\$3.00
- 24 x 36	\$4.00
- 30 x 40	\$5.00
- 36 x 48	\$6.00
Plat/Map Copies (Color):	
- 8.5 x 11	\$2.00
- 11 x 17	\$4.00
- 17 x 22	\$6.00
- 24 x 36	\$8.00
- 30 x 40	\$10.00
- 36 x 48	\$12.00
Custom/Special Request Plots (Color):	
- 8.5 x 11	\$6.00
- 11 x 17	\$12.00
- 17 x 22	\$18.00
- 24 x 36	\$24.00
- 30 x 40	\$30.00
- 36 x 48	\$36.00
Street/Various Maps (Plots):	
- 24 x 36	\$7.50
- 30 x 40	\$8.75
- 36 x 48	\$10.00
Street Map AutoCAD File	\$60.00
Adobe Acrobat/PDF File	\$30.00
City Limits & ETJ Map (B & W)	\$5.00
City Limits & ETJ Map AutoCAD File	\$50.00
Color Plots (Aerial Photos):	
- 8.5 x 11	\$3.00
- 11 x 17	\$6.00
- 24 x 36	\$15.00
- 30 x 40	\$20.00
- 36 x 48	\$25.00
Color Plots (Zoning):	
- 24 x 36	\$12.00
- 30 x 40	\$18.00
Custom Plat/Map Copies (Black & White):	
- 8.5 x 11	\$2.00
- 11 x 17	\$4.00
- 17 x 22	\$6.00
- 24 x 36	\$8.00
- 30 x 40	\$10.00
- 36 x 48	\$12.00
Custom Street/Various Maps (Plots):	
- 24 x 36	\$15.00

**CITY OF COPPERAS COVE
ADOPTED FEE SCHEDULE
EFFECTIVE MAY 5, 2009**

Ordinance 2009-09 (Exhibit 1)

	Fee
- 30 x 40	\$17.50
- 36 x 48	\$20.00
Custom Color Plots (Aerial Photos):	
- 11 x 17	\$12.00
- 24 x 36	\$30.00
- 30 x 40	\$40.00
- 36 x 48	\$50.00
Custom Color Plots (Zoning):	
- 24 x 36	\$24.00
- 30 x 40	\$36.00
- Street Map	\$9.00
- City Limits & ETJ Map	\$50.00

CITY SECRETARY

Massage Business License (without State License)	\$110.00
Masseur/Masseuse License (without State License)	\$60.00
Taxi Permits	\$60.00
Wrecker License Fee	\$85.00
Amusement Permit	\$150.00
Amusement Deposit	\$300.00
Poolroom, Gameroom (More than 1 video game)	\$60.00
Domino Hall license	\$60.00
Gameroom (with only 1 video game)	\$25.00
Gameroom (Eight - Liners only)	\$2,000.00
Video/Electronic Game License Fee (Each)	\$15.00

Contractor Registration:

- Registration Fee	\$110.00
- Less than 90 Days	\$60.00
- Annual Renewal Fee	\$85.00
Certificate of Occupancy	\$40.00
Mobil Home Park License	\$125.00
Adult Oriented Business Permit	\$300.00
Oil/Gas Drilling Permits (per well)	\$1,000.00

BUILDING & DEVELOPMENT

New Construction:

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

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

Alterations/Repairs:

(Accessory buildings, Detached Garages, Asphalt or Paving, Driveways, Sidewalks, Parking Lots, etc.)

Material Cost:

**CITY OF COPPERAS COVE
ADOPTED FEE SCHEDULE
EFFECTIVE MAY 5, 2009**

Ordinance 2009-09 (Exhibit 1)

	Fee
- 0 to 3,000	\$25.00
- 3,001 to 4,000	\$30.00
- 4,001 to 5,000	\$35.00
- 5,001 to 6,000	\$40.00
- 6,001 to 7,000	\$45.00
- 7,001 to 8,000	\$50.00
- 8,001 to 9,000	\$55.00
- 9,001 to 10,000	\$60.00
- 10,001 to 11,000	\$65.00
Thereafter, per 1,000	\$5.00
Structure Relocation Permit	\$50.00
- Deposit	\$200.00
Demolition Permit	\$50.00
- Deposit	\$200.00
Swimming Pool Construction Permit:	
- Private In-Ground	\$30.00
- Private Above-Ground (Including Hot Tubs)	\$20.00
Alarm Permit	
- Non-Residential Alarm Permit	\$20.00
 Plumbing:	
Base Permit Fee	\$25.00
Per Drain, Trap, Fixture	\$3.00
Minor Residential Alteration, Repair or Replacement of Existing Water or Sewer Piping, Water Heater (no base fee required)	\$20.00
Minor Commercial Alteration, Repair or Replacement of Existing Water or Sewer Piping, Water Heater (no base fee required)	\$25.00
Underground Sprinkler Systems:	
- Irrigation System & Protective Devices	\$35.00
- Water Treatment System	\$25.00
Building Sprinkler Systems: Fire Suppression	
- Sprinkler Heads (each) or \$30.00 maximum fees for 1st 50 heads	\$1.00
Additional Fee for every 25 heads over 50	\$5.00
- Cut-Off Valves (each)	\$5.00
Reinspection Fees	\$25.00
 Mechanical:	
Base Permit Fee	\$25.00
Each Heating, Ventilating, Duct Work, AC or Refrigeration System	\$5.00
Repairs/Alterations	\$5.00
Boilers Based on BTU's:	
33,000-165,000	\$5.00
165,001-330,000	\$10.00
331,000-1,165,000	\$15.00
1,165,001-3,330,000	\$25.00
Over 3,330,000	\$35.00
Reinspection Fee	\$25.00
 Gas:	
Inspection of Consumers Piping (rough and final piping)	\$25.00

**CITY OF COPPERAS COVE
ADOPTED FEE SCHEDULE
EFFECTIVE MAY 5, 2009**

Ordinance 2009-09 (Exhibit 1)

	Fee
Mobile Home Gas Test	\$25.00
Reinspection Fee	\$25.00
 Electrical:	
Single Family Residence:	
- Less than 2,000 sq. ft.	\$40.00
- Over 2,000 sq. ft	\$50.00
Duplex:	
- Per Structure	\$60.00
Multi-Family:	
- First Unit	\$40.00
- Each Additional Unit	\$20.00
Commercial:	
- 200 AMP Service	\$50.00
- 400 AMP Service	\$100.00
- 600 AMP Service	\$150.00
- 800 AMP Service	\$200.00
Remodeling and Service	\$25.00
Sign Circuit	\$25.00
Residential:	
- Change-Out Services	\$25.00
- Remodeling	\$25.00
- Garage Conversion	\$25.00
- Residential Add-on	\$25.00
Swimming Pools	\$25.00
Mobile Homes (New and Change Out Service)	\$25.00
Reinspection Fee	\$25.00
 Electrical License Fees:	
- Master Electrician (new)	\$35.00
- Master Yearly Renewal	\$25.00
- Journeyman/Limited Journeyman/Maintenance (new)	\$35.00
- Journeyman Yearly Renewal	\$15.00
- Apprentice	\$10.00
- Apprentice Renewal	\$10.00
 Sign Inspection Fees:	
- 0 to 16 sq. ft. of face area	\$25.00
- 16.1 to 96 sq. ft of face area	\$25.00
- 96.1 to 192 sq. ft. of face area	\$25.00
- 192.1 sq. ft. and larger	\$30.00

STREETS

Street Cuts	\$200.00+10.00/sq. ft.
 Signs:	
Street Sign (each)	\$90.00
Stop or Yield Sign (each)	\$90.00

**CITY OF COPPERAS COVE
ADOPTED FEE SCHEDULE
EFFECTIVE MAY 5, 2009**

Ordinance 2009-09 (Exhibit 1)

	Fee
Combination (stop & street)	\$135.00

PARKS AND RECREATION

Swimming Pools:

Swimming Pool Admission: (all pools)

- Children (0-16 years)	\$2.00
- Adult (17 +years)	\$3.00
- Senior Citizens (50-64)	\$1.00
- Senior Citizens (65+)	No Charge

Summer Swim Pass:

- Individual Youth	\$25.00
- Individual Adult	\$50.00
- Family of 4 (10.00 each additional family member)	\$100.00
- Senior Citizens (50-64)	\$25.00
- Senior Citizens (65+)	No Charge

Water and Land Aerobics (per class)	\$1.00
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Swim Lessons	\$35.00
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Swim Club (per month)	\$35.00
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Life Guard Certification Class	\$150.00
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Buildings:

Turkey Creek Activity Center: (4 hour rental)	\$200.00
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Civic Center: (8 hour rental)

- Deposit	\$500.00
- Fee	\$400.00
- Fee Each Additional Hour	\$50.00
- Stage Rental / Set-up	\$100.00

Allin House: (5 hour rental)

- Deposit	\$200.00
- Fee	\$100.00
- Fee Each Additional Hour	\$20.00

Community/Civic Meetings per Hour	\$15.00
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Ogletree Pavilion: (8 hour rental)

- Deposit	\$200.00
- Fee	\$200.00
- Fee each additional hour	\$35.00

City Park Facilities:

Fester's House: (5 hour rental)

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

Pavilion: (all day)

**CITY OF COPPERAS COVE
ADOPTED FEE SCHEDULE
EFFECTIVE MAY 5, 2009**

Ordinance 2009-09 (Exhibit 1)

	Fee
- Deposit	\$25.00
- Fee	\$50.00
R.V. Park:	
- Daily	\$20.00
- Weekly	\$100.00
- Monthly	\$250.00
Pool Parties (2 hour rental):	
- Deposit	\$50.00
- Fee (up to 50 people)	\$100.00
- Additional Fee (51 - 75 people)	\$25.00
- Additional Fee (76 - 100 people)	\$50.00
- Additional Fee (101 - 125 people)	\$75.00
- Fee each additional hour (Based on Lifeguards required)	\$50.00
Inflatable Jump Castle Party (2 hour rental):	
- Deposit	\$100.00
- Rental Fee	\$100.00
Ball Fields: (3 hour rental)	
- Softball	\$30.00
- Baseball	\$30.00
- Football	\$30.00
- Soccer	\$30.00
- Each Additional Hour (fields)	\$10.00
- Lights (per hour)	\$20.00
Tournaments:	
Equip. and Clean-up Deposit for all Tournaments	\$200.00
Tournament Fees-to be determined by number of hours used	
- Field Lining (manhours)	\$20.00
- Use of Score Box for Tournaments	\$25.00
- Lights (per hour)	\$20.00
Other - Staff and Utilities (per hour)	\$20.00
Youth Activities:	
Youth Sports Fee (per sport) (2nd child \$5.00 discount):	
- Soccer, Basketball, Flag Football	\$35.00
- Softball, Baseball	\$55.00
- Football	\$85.00
- Cheerleading	\$55.00
- Non Resident (Soccer, Basketball, Flag Football,	\$40.00
Adult Sports Fee (per sport):	
- Fee (per team)	\$250.00
Water Aerobics	
- Per class	\$1.00
- Per month	\$15.00

**CITY OF COPPERAS COVE
ADOPTED FEE SCHEDULE
EFFECTIVE MAY 5, 2009**

Ordinance 2009-09 (Exhibit 1)

	Fee
Special Events:	
Camps and Clinics:	
- Sports Camps (per week)	\$50.00
- Day Camps (per week)	\$70.00
Co-Sponsored programs to be determined based on cost of operation	

CEMETERY

City Resident:	
- Adult Plot	\$700.00
- Adult Plot (1 year: monthly @ 3% interest)	\$59.14
- Adult Plot (3 years: monthly @ 5% interest)	\$20.86
- Child Plot	\$300.00
- Child Plot (1 year: monthly @ 3% interest)	\$25.34
- Child Plot (3 years: monthly @ 5% interest)	\$8.94
Non-City Resident:	
- Adult Plot	\$1,400.00
- Adult Plot (1 year: monthly @ 3% interest)	\$118.27
- Adult Plot (3 years: monthly @ 5% interest)	\$41.72
- Child Plot	\$500.00
- Child Plot (1 year: monthly @ 3% interest)	\$42.24
- Child Plot (3 years: monthly @ 5% interest)	\$14.90

PLANNING

Plats:	
Minor Plats - Preliminary and Final	\$250.00
Minor Replats - Preliminary and Final	\$250.00
Amended Plats	\$150.00
Vacated Plats:	
- Less than 10.0 Acres	\$100.00
- 10.0 to 50.0 Acres	\$150.00
- Over 50.0 Acres	\$200.00
Major Plat - Preliminary	
- Less than 10.0 Acres	\$300.00
- 10.0 to 50.0 Acres	\$400.00
- Over 50.0 Acres	\$500.00
Major Plat - Final	
- Less than 10.0 Acres	\$300.00
- 10.0 to 50.0 Acres	\$400.00
- Over 50.0 Acres	\$500.00
Rezoning Application Fee	\$200.00
Variance Application Fee	\$110.00
Document Copies:	
- Comprehensive Plan	\$25.00
- Adult Oriented Business Ordinance	\$25.00
- Zoning Ordinance	\$15.00

**CITY OF COPPERAS COVE
ADOPTED FEE SCHEDULE
EFFECTIVE MAY 5, 2009**

Ordinance 2009-09 (Exhibit 1)

- Subdivision Ordinance	Fee \$10.00
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LIBRARY

Resident User Fee	No Charge
Non-Resident User Fee (per year)	\$10.00
Non-Resident User Fee: City Employees (F.T)	No Charge
Replacement Card (lost only)	\$3.00

Fines:

- Overdue Books (per day)	\$0.25
- Overdue Maximum Fine	Cost of Item
- Overdue Interlibrary-loan (per day)	\$1.00
- Lost/Damaged ILL processing fee	\$10.00 plus Cost of Item
- Overdue VHS Tape/DVD (per day)	\$1.00
- Overdue A/V Equipment (per day)	\$5.00
Lost/Damaged Items	Cost + \$10.00
Lost Vertical File Material	\$1.00
Lost Governmental Publications	\$5.00
Overdue Postage - Regular (per notice)	\$0.50
Overdue Postage - Certified (per notice)	\$6.00
Inter Library - Loan Postage	\$3.00

Miscellaneous Repair/Replacement Costs:

- Video Cover (Video/VHS Case)	\$1.50
- Small Kit Plastic Bag	\$1.75
- Medium Kit Plastic Bag	\$2.00
- Large Kit Plastic Bag	\$2.50
- Book Jacket/Cover	\$1.50
- Replacement Bar Code Label	\$0.50
- Rebinding of Damaged Books	Actual Cost
- Repaired Videos/Audio Cassettes, DVDs, CDs	Actual Cost
- Replacement Videos/Audio Cassettes, DVDs, CDs	Actual Cost
- Single Cassette Albums	\$3.50
- Double Cassette Albums	\$3.75
- Three Cassette Albums	\$4.00
- Four Cassette Albums	\$5.50
- Six Cassette Albums	\$5.75
- Eight Cassette Albums	\$6.00
- Ten Cassette Albums	\$6.00
- Twelve Cassette Albums	\$8.75
- CD Albums 4-5 Capacity Storage	\$8.00
- CD Albums 6-9 Capacity Storage	\$9.00
- CD Albums 10-19 Capacity Storage	\$12.00
- CD Albums 20- Capacity Storage	\$14.00
- CD Book Sleeves - each	\$1.00
- Protective Strips - VHS/Audiocassettes	\$1.00
- Protective Strips - CDs/DVDs	\$1.00
Test Proctoring	\$15.00/hr

**CITY OF COPPERAS COVE
ADOPTED FEE SCHEDULE
EFFECTIVE MAY 5, 2009**

Ordinance 2009-09 (Exhibit 1)

	Fee
Typing Paper (per sheet)	\$0.10
Computer Printout (per page)	\$0.10
Blank Computer Disk	\$1.00

Meeting Room Rental:

- Government Entity	No Charge
- Youth Groups (free 2 hr block twice monthly, charge after that)	\$15.00/meeting/per 2 hr. block
- Non Profit Organizations (per hour)	\$15.00
- Private Organizations (per hour)	\$30.00

CODE & HEALTH

Permits:

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

Food Handlers Card:

- One year	\$10.00
- Two Year	\$15.00
Food Handlers Card (for Non-Profit use)	\$2.00/student
Replacement of Lost Food Handlers Card	\$5.00

Manager Accreditation:

- Course and Certification	\$0.00
- Renewal	\$0.00

GOLF COURSE

** The Golf General Manager, subject to approval by the City Manager, shall have the authority to utilize various discount coupons and special promotional rates that deviate from this schedule.*

Green Fees:

Weekday - Regular	\$14.00
Junior (weekdays only)	\$7.00
Senior (weekdays only)	\$11.00

**CITY OF COPPERAS COVE
ADOPTED FEE SCHEDULE
EFFECTIVE MAY 5, 2009**

Ordinance 2009-09 (Exhibit 1)

	Fee
Weekday - Twilight (4pm)	\$11.00
Weekday - Twilight (6pm)	\$9.00
Weekend/Holiday - all	\$19.00
Weekend - Twilight (4pm)	\$14.00
Weekend - Twilight (6pm)	\$12.00
Cart Rental:	
9 Holes - per person	\$10.50
18 Holes - per person	\$14.00
Driving Range:	
Small Bucket	\$3.00
Large Bucket	\$6.00
Range Card	\$50.00
10 Round Punch Card (weekend)	\$150.00
10 Round Punch Card (weekdays)	\$100.00
AGF Tournament	\$15.00
Annual Green Fees:	
Single (annual payment)	\$625.00
Single (semi annual payment)	\$375.00
Single (monthly payment)	\$72.00
1st Dependent (annual payment)	\$225.00
Each additional Dependent (annual payment)	\$125.00
1st Dependent (semi annual payment)	\$150.00
Each additional Dependent (semi annual payment)	\$87.50
Single Senior (annual payment)	\$475.00
Single Senior (monthly payment)	\$55.00
Senior Spouse (annual payment)	\$175.00
Regular Spouse (annual payment)	\$225.00
Single Senior (semi-annual payment)	\$287.50
Senior Spouse (semi annual payment)	\$118.75
Regular Spouse (semi annual payment)	\$150.00
Junior (annual Payment)	\$450.00
Junior Summer (June, July, August)	\$120.00
Junior (semi annual payment)	\$262.50
City Employee - Full Time	1/2 price on AGF
Late Fees-Late Payments (assessed after seven days)	\$7.00
Equipment Rental: (+tax)	
Pull Carts - 9 Holes	\$4.00
Pull Carts - 18 Holes	\$6.00
Cart Storage: (Includes Trails Fees)	
Cart Storage (annual payment)	\$575.00
Cart Storage (semi annual payment)	\$350.00
Guest/Borrowers of private carts	\$12.00
Trail Fees:(private)	
Annual (one payment)	\$300.00
Semi Annual (payment plan)	\$200.00

**CITY OF COPPERAS COVE
ADOPTED FEE SCHEDULE
EFFECTIVE MAY 5, 2009**

Ordinance 2009-09 (Exhibit 1)

	Fee
Daily (per round)	\$12.00
Handicaps - Annual	\$20.00

ADMINISTRATIVE FEES-NON DEPARTMENTAL

Returned Checks Fee	\$30.00
NSF Electronic Draft Fee	\$30.00
Online Credit Card Processing Fee "Convenience Fee" (Municipal Court)	\$1.50

Charges for providing copies of public information:

Paper Copy - Standard Size 8 1/2 x 11 (per page)	\$0.10
Oversized Paper Copies 11x17 (per page)	\$0.50
Posting/Shipping Charges	Actual Cost
Compact Disc	\$1.00
DVD	\$3.00

Non-standard Size Copies:

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

Computer Resource Charges:

- Mainframe (per minute)	\$10.00
- Midrange (per minute)	\$1.50
- Client/Server (per hour)	\$2.20
- PC or LAN (per hour)	\$1.00
- Programming Time (per hour)	\$26.00

Fax Charges:

- Local (per page)	\$0.10
- Long Distance/Same Area (per page)	\$0.50
- Long Distance/Other Area Code (per page)	\$1.00

Personnel (per hour)	\$15.00
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UTILITIES

Service Run for Multiple Trips to Residence/Location	\$25.00
Reread Meter Service Run	\$10.00
Transfer Fee	\$25.00
Late Charge	\$25.00
Pulled Meter/Plugged Meter	\$75.00
Meter Accuracy Check	\$15.00
Fire Hydrant Meter Deposit	\$650.00
Fire Hydrant Water use - per 1,000 Gallons	\$4.49
Fire Hydrant Meter Monthly Rental Charge	\$50.00

**CITY OF COPPERAS COVE
ADOPTED FEE SCHEDULE
EFFECTIVE MAY 5, 2009**

Ordinance 2009-09 (Exhibit 1)

	Fee
Unauthorized Service - (when meter is turned on or off by anyone other than water department personnel)	\$75.00
Utilities Automatic Draft from Checking/Savings	FREE
Utilities Pay by Credit Card Processing Fees	\$1.25
Utilities Check Processing Fee per \$150 transaction (phone/on-line option)	\$3.75
Riser Deposit	\$50.00
Reconnect Fee	\$25.00
New 3/4" Water Tap ** into city water main (incl. srv. conn.)	\$575.00
Water Tap 1" and larger into city water main (incl. srv. conn.)	3/4" tap fee + additional time and materials
New 3/4" Water Tap srv. Connection for an existing water service.	\$200.00
New Water Tap 1" and larger srv. Connection for an existing water service.	3/4" tap fee + additional time and materials

The following cash deposits shall be required for each meter prior to having water services started:

Water customers deposits:

3/4" meter	\$34.00
1" meter	\$92.00
1-1/2" meter	\$133.00
2" meter	\$528.00
3" or larger meter	\$750.00

Sewer customers deposits:

Residential	\$21.00
Multi-family	\$291.00
Commercial	\$51.00
Hotel/motel	\$184.00
Government	\$280.00
Industrial	\$394.00

Minimum fees for the meter size:

3/4" meter	\$11.00
1" meter	\$15.50
1-1/2" meter	\$23.00
2" meter	\$34.00
3" meter	\$90.00
4" meter	\$141.00
6" meter	\$239.00
Contractor	\$11.00
Bulk	\$11.00

Rate per 1,000 Gallons of Water:

3/4" meter	\$2.85
1" meter	\$3.11
1-1/2" meter	\$3.49
2" meter	\$3.65
3" meter	\$3.65
4" meter	\$3.65
6" meter	\$3.65
Bulk Meter	\$4.49
Contractor	\$4.49

**CITY OF COPPERAS COVE
ADOPTED FEE SCHEDULE
EFFECTIVE MAY 5, 2009**

Ordinance 2009-09 (Exhibit 1)

	Fee
Sale of water to customers-outside city limits -- Minimum Rates:	
3/4" meter	\$16.00
1" meter	\$22.00
1-1/2" meter	\$34.00
2" meter	\$50.00
3" meter	\$120.00
4" meter	\$200.00
6" meter	\$350.00

Drainage (residential):	
Residential Single Family	\$6.00
Master Meter multi-family (bill to owner/property mgr.) - minimum ***	\$6.00
Individual Meter Duplex (per unit) ***	\$3.60
Individual Metered 3-4 unit (per unit) ***	\$3.60
5 or more units (Individual Metered) - minimum ***	\$6.00

***For the exact amount please refer to the City Ordinance - Article I, Sec. 11-5. City uses a formula to assess the charge.

Drainage (non-residential) - minimum ***	\$6.00
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***For the exact amount please refer to the City Ordinance - Article I, Sec. 11-5. City uses a formula to assess the charge.

Sewer	
Sewer minimum rate (all customers)	\$11.00
Rate per 1,000 Gallons of Water	\$3.50
6" Sewer Tap **	\$750.00
Sewer Tap larger than 6"	6" tap fee + additional time and materials
Water Connect Fee *	\$250.00
Sewer Connect Fee*	\$80.00
Connect Fee	\$15.00
Meter Box Reset Fee	\$150.00
After Hours Service Run	\$50.00

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

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

SOLID WASTE

Solid Waste Deposit (residential)	\$35.00
Solid Waste Deposit (commercial)	\$60.00

Residential Monthly rates:	
One-family residence	\$13.00
Two-family residence on one water meter	\$26.00
Two-family residence on separate water meters	\$13.00
Additional container	\$13.00
Bulky items/White goods at the curb pick up (3 cubic yards)	No Charge

**CITY OF COPPERAS COVE
ADOPTED FEE SCHEDULE
EFFECTIVE MAY 5, 2009**

Ordinance 2009-09 (Exhibit 1)

	Fee
Bulky items/White goods in excess of 3 cubic yards - per cubic yard	\$6.00
Missed service fee	\$10.00
Non payment container confiscation	\$25.00
Service fee to replace lost, stolen, or damaged container	\$15.00
Service fee to find lost container	\$25.00
Exchange for a larger container	\$10.00
Fee for overloaded container	\$4.50
Automated container reload for excess garbage (per load; 2 loads max)	\$4.50
Removal of container from curb by city employees	\$7.50
Brush in excess of 3x3x10 (3 cubic yards) - per cubic yard	\$6.00
 Commercial Monthly Rates for 96 Gallon Container:	
Twice-a-week pickup of one automated container	\$21.00
Twice-a-week pickup for one additional container	\$34.00
Twice-a-week pickup for two additional containers	\$47.00
Automated container reload for excess garbage (per load; 2 loads max)	\$4.50
Fee for overloaded container	\$4.50
 Commercial Collection Dumpster Rates:	
3 cubic yard for 1 day Pickup	\$57.99
4 cubic yard for 1 day Pickup	\$77.31
6 cubic yard for 1 day Pickup	\$96.65
8 cubic yard for 1 day Pickup	\$119.55
10 cubic yard for 1 day Pickup	\$152.85
3 cubic yard for 2 day Pickup	\$109.72
4 cubic yard for 2 day Pickup	\$133.79
6 cubic yard for 2 day Pickup	\$172.12
8 cubic yard for 2 day Pickup	\$212.86
10 cubic yard for 2 day Pickup	\$268.73
3 cubic yard for 3 day Pickup	\$148.78
4 cubic yard for 3 day Pickup	\$182.24
6 cubic yard for 3 day Pickup	\$236.46
8 cubic yard for 3 day Pickup	\$302.72
10 cubic yard for 3 day Pickup	\$384.12
3 cubic yard for 4 day Pickup	\$193.97
4 cubic yard for 4 day Pickup	\$238.32
6 cubic yard for 4 day Pickup	\$309.82
8 cubic yard for 4 day Pickup	\$397.70
10 cubic yard for 4 day Pickup	\$500.50
3 cubic yard for 5 day Pickup	\$237.92
4 cubic yard for 5 day Pickup	\$294.40
6 cubic yard for 5 day Pickup	\$380.73
8 cubic yard for 5 day Pickup	\$489.36
10 cubic yard for 5 day Pickup	\$616.88
Mechanical assistance to unload items	\$40.00
Manual collection (per hour)	\$110.00
Dumpster cleanup due to unsanitary conditions	\$50.00
Dumpster cleaning, painting, and repair after fire	\$185.00

**CITY OF COPPERAS COVE
ADOPTED FEE SCHEDULE
EFFECTIVE MAY 5, 2009**

Ordinance 2009-09 (Exhibit 1)

	Fee
Disposal Fees:	
- Minimum Charge (up to 240 lbs.)	\$5.64
- Per Ton	\$47.00
Weighing Vehicles	\$8.00
Rear Load Dumpster Rental includes the following	
- Delivery	\$25.00
- Service/Pull Fee (3 cubic yd)	\$25.00
- Service/Pull Fee (6 cubic yd)	\$50.00
- Rental Per Day Fee	\$2.00
Compost:	
- Bulk (per cubic yard)	\$8.50
- Container (up to 30 gallons)	\$2.25
- Delivery (per delivery within City limits only)	\$15.00
Kraft Bags	\$.31+ sales tax
Tire Disposal:	
- Passenger/light truck tire, less than 17.5 " rim diameter	\$3.00
- Truck Tire, greater than or equal to 17.5 " rim diameter	\$7.00
Used Oil Filters	\$1.00
Surcharge for uncovered load	\$12.00
Pull Offs/Transfer Station	\$5.00
Roll Offs (includes the following 5 items):	
- Delivery	\$125.00
- Service/Pull fee	\$125.00
- Rental Per Day (20 cubic yard)	\$4.33
- Rental Per Day (30 cubic yard)	\$4.66
- Rental Per Day (40 cubic yard)	\$5.00
- Disposal (per ton)	\$47.00
- Deposit	\$250.00
Auto-Lid Locks	\$25.00 installation fee, plus \$2.50 monthly rental
Excess Garbage or Overloaded Containers:	
<i>Container Reload Fees while on site</i>	
3 yard container	\$13.96
4 yard container	\$17.52
6 yard container	\$23.31
8 yard container	\$28.62
10 yard container	\$33.60
<i>Return Service</i>	
3 yard container	\$28.53
4 yard container	\$32.09
6 yard container	\$37.88
8 yard container	\$43.19
10 yard container	\$48.17
Deposit for recurring use of the Transfer Station	\$750.00

City of Copperas Cove

City Council Agenda Item Report

May 5, 2009

Agenda Item No. I-4

Contact – Mike Baker, Fire Chief, 547-4221
mbaker@ci.copperas-cove.tx.us

SUBJECT: Consideration and action on adopting a resolution authorizing the Fire Chief to apply for a grant through the United States Department of Homeland Security, Federal Emergency Management Agency, Assistance to Firefighter's Grant Program for new Self Contained Breathing Apparatus (SCBA).

1. BACKGROUND/HISTORY

The USDHS, FEMA, AFG program allows for local entities to apply for and receive direct funding for approved projects that enhance firefighter safety, meet critical needs in operations of firefighting, and meet the guidelines of the United States Fire Administration's goals of reducing loss of life and property from fire. The Copperas Cove Fire Department identified the need to replace the cache of Self Contained Breathing Apparatus (SCBA) as a result of the inability of the vendors to provide parts for maintenance of the units due to age. SCBAs are the air packs firefighters wear when entering toxic atmospheres like structure fires and hazardous material releases.

2. FINDINGS/CURRENT ACTIVITY

The Copperas Cove Fire Department plans to apply for a grant to purchase thirty (30) SCBA units, thirty (30) spare air cylinders, and fifty-four (54) face pieces. The grant funding will allow the cache of equipment to meet modern standards including; Chemical, Biological, Radiological, Nuclear & Explosive – CBRNE compliance. The Fire Department currently has approximately 20 units for which parts are no longer available.

3. FINANCIAL IMPACT

The City of Copperas Cove would be required to match 10% of the total cost of the project. The total estimated cost of the project would be \$175,000, thus the cost to the City would be approximately \$17,500. The match is a one time expense and the entire project will be completed in one year as required by the grant.

4. ACTION OPTIONS/RECOMMENDATION

City staff recommends the City Council approve Resolution No. 2009-24, authorizing the Fire Chief to apply for the grant funding through the program outlined.

RESOLUTION NO. 2009-24

A RESOLUTION OF THE CITY OF COPPERAS COVE, TEXAS, ALLOWING THE FIRE DEPARTMENT TO APPLY FOR AN ASSISTANCE TO FIREFIGHTER'S GRANT THROUGH THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY, FEDERAL EMERGENCY MANAGEMENT AGENCY, FOR THE PURCHASE OF NEW SELF CONTAINED BREATHING APPARATUS NOT TO EXCEED \$175,000.

WHEREAS, The City of Copperas Cove, Texas has the opportunity to apply for another Assistance to Firefighter's Grant; and

WHEREAS, The fire department has identified the need to replace the old self contained breathing apparatus units for which parts are no longer available to repair and maintain; and

WHEREAS, The total cost of the equipment is anticipated not to exceed \$175,000 and provides for a ten (10) percent matching requirement of the City of Copperas Cove; and

WHEREAS, the deadline for making application is 1700 hours on May 20th, 2009 EDT; and

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

The members of the governing body of the City of Copperas Cove, Texas hereby authorize the Fire Chief to make application to the Assistance to Firefighter's Grant program for the replacement of Self Contained Breathing Apparatus not to exceed \$175,000 and the City of Copperas Cove match not to exceed \$17,500.

PASSED, APPROVED, AND ADOPTED on this 5th day of May 2009 at a regular meeting of the City Council of the City of Copperas Cove, Texas which meeting was held in compliance with the Open Meetings Act, *Tex. Gov't Code*, §551.001, et.seq. at which meeting a quorum was present and voting.

John Hull, Mayor

ATTEST:

Jane Lees, City Secretary

APPROVED AS TO FORM:

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

City of Copperas Cove City Council Agenda Item Report

May 5, 2009

Agenda Item No. I-5

**Contact – Jerry Conner, Executive Director, Copperas Cove Economic
Development Corporation, 547-7874, Ext. 1
jerry.conner@copperascove-edc.com**

SUBJECT: Consideration and action on approval of the revised Performance Agreement and Commercial Real Estate Contract for sale of EDC spec building to Cinergy Cinemas.

1. BACKGROUND/HISTORY

City Council approved the performance agreement for Cinergy Cinemas on August 19, 2008. Subsequently, the City Attorney determined that it was necessary to revise and resubmit the performance agreement to include a claw back amendment.

2. FINDINGS/CURRENT ACTIVITY

Cinergy Cinemas has met the terms of the performance agreement and has furnished proper documentation of 50% completion as set forth in the agreement and has received agreed upon funds. City Attorney recommends current performance agreement needs an amendment to include a claw back provision.

3. FINANCIAL IMPACT

No additional financial impact.

4. ACTION OPTIONS/RECOMMENDATION

CCEDC recommends approval of amended performance agreement, including claw back provision. Additionally CCEDC recommends ratification of current Commercial Property Contract.

FIRST AMENDMENT TO PERFORMANCE AGREEMENT

This First Amendment to Performance Agreement is entered into this ___ day of April, 2009, by and between COPPERAS COVE ECONOMIC DEVELOPMENT CORPORATION, a Texas corporation (the “EDC”) and CINERGY CINEMAS, LLC, a Texas limited liability company (“Cinergy Cinemas”) entered into that certain Performance Agreement (the “Agreement”) dated as of August 12, 2008.

WHEREAS, in connection with certain concerns raised by the City Council of the City of Copperas Cove, Texas (the “City Counsel”) or its counsel, over certain of the terms of the Agreement, the EDC has requested that Cinergy Cinemas agree to amend and revise certain provisions of the Performance Agreement; and

WHEREAS, Cinergy Cinemas has agreed to amend the Performance Agreement, subject to the terms and conditions of this First Amendment.

NOW THEREFORE, for and in consideration of the covenants and agreements contained in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to amend the Agreement as follows:

1. **Defined Terms.** Unless otherwise defined in this First Amendment or the context otherwise requires, each term used in this First Amendment with its initial letter capitalized shall have the same meaning herein as given to such term in the Agreement.

2. **Cinergy Cinemas Construction Deliveries and Agreements:**

(a) **Certificate of Occupancy.** Upon completion of construction of the Entertainment Center Cinergy Cinemas shall promptly apply to the applicable department of the City of Copperas Cove (the “City”) for a Certificate of Occupancy. Upon the issuance of the Certificate of Occupancy for the Entertainment Center from the City, Cinergy Cinemas shall promptly provide a copy of same to the EDC.

(b) **Opening of Entertainment Center.** Within thirty (30) days following the issuance of a Certificate of Occupancy from the City, Cinergy Cinemas shall open the movie theatre operation located within the Entertainment Center for business to the public.

(b) **Equipment, Fixtures, Infrastructure and Building Improvement Costs.** Within thirty (30) days following the opening of the movie theatre operation located within the Entertainment Center, Cinergy Cinemas agrees to provide to the EDC copies of invoices and other evidence of payment of costs and expenses related to (i) the purchase of the Property (containing approximately 6.384 acres), (ii) the purchase of the adjacent 2.199 acre tract from the Copperas Cove Industrial Foundation, a Texas corporation, (iii) the construction of the improvements comprising the Entertainment Center (including costs and expenses related to preparation of plans and specifications for such

improvements, building and other permits required for the construction of improvements) and related improvements located on the Property, (iv) the construction and permanent loans obtained by Cinergy Cinemas to fund the purchase of the Property, the adjacent 2.199 acre tract, the construction of the Entertainment Center and related improvements, and the costs of personal property, furniture, fixtures and equipment located on or used in connection with the Entertainment Center, (v) the equipment, furniture, fixtures and personal property located on or used in connection with the operation of the Entertainment Center, and (vi) the costs of hiring and training the employees to be employed in the operation of the Entertainment Center (collectively, the "**Entertainment Center Investment Costs**"). Cinergy Cinemas warrants and represents the Entertainment Center Investment Costs shall not be less than \$5,000,000.00.

- (c) **Minimum Number of Employees.** Cinergy Cinemas agrees upon opening the movie theatre operation within the Entertainment Center, Cinergy Cinemas shall employ a minimum of forty (40) employees (full time and part time), with at least three (3) of such employees being in managerial positions.

3. **Claw Back Conditions.**

- (a) **Satisfaction of Reimbursement Date Requirements.** The EDC acknowledges and agrees that Cinergy Cinemas has fully complied with the conditions precedent contained in Sections 7.A and B of the Agreement and the EDC has consented to the release and delivery of the Reimbursement Payment to Cinergy Cinemas.
- (b) **Claw Back Conditions.** Notwithstanding the provisions of the Agreement to the contrary, Cinergy Cinemas agrees that in the event (i) Cinergy Cinemas is unable to satisfy all of the obligations and conditions contained in Subsections 2(a), (b) and (c) above, and (ii) within thirty (30) days following written notice from the EDC to Cinergy Cinemas specifying any failure of Cinergy Cinemas to satisfy all of the obligations and conditions contained in Subsections 2(a), (b), (c) and (d) (collectively, the "**Claw Back Conditions**") Cinergy Cinemas fails to cure and satisfy any such failures (such failure hereinafter referred to as a "**Claw Back Event**"), Cinergy Cinemas shall return all or a portion of the Reimbursement Payment in accordance with the provisions of Subsection (c) below.
- (c) **Return of Reimbursement Payment.** Within thirty (30) days following the occurrence of a Claw Back Event, Cinergy Cinemas and the EDC shall, in good faith, determine the equitable portion of the Reimbursement Payment to be refunded to the EDC based upon the portion or number of the Claw Back Conditions that have not been satisfied by Cinergy Cinemas.

4. **Modification.** Except as expressly amended by this First Amendment, no term or provision of the Agreement is or shall be deemed amended, modified or supplemented. EDC and Cinergy Cinemas hereby acknowledge and agree the Agreement is in full force and effect, valid and binding in accordance with its terms as modified by this First Amendment.

5. **Execution of First Amendment.** To facilitate execution, this First Amendment may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature or acknowledgment of, or on behalf of, each party, or that the signature of all persons required to bind any party, or the acknowledgment of such party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. Delivery of an executed counterpart of this First Amendment by facsimile shall be binding upon the party so delivering.

SIGNATURES APPEAR ON FOLLOWING PAGE

EXECUTED, to be effective as of the date first above written.

CINERGY CINEMAS:

CINERGY CINEMAS, LLC, a Texas limited liability company

By: _____
JEFFREY P. BENSON, President

Date: April __, 2009

EDC:

COPPERAS COVE ECONOMIC DEVELOPMENT CORPORATION, a Texas corporation,

DAN YANCEY, CHAIRMAN

Date: April, __, 2009

FIRST AMENDMENT TO COMMERCIAL PROPERTY CONTRACT

This First Amendment to Earnest Money Contract (the "First Amendment") is made effective as of the 30th day of November, 2008, by and between Copperas Cove Economic Development Corporation, a Texas Corporation ("CCEDC" or "Seller") and CINERGY CINEMAS, LP a Texas limited partnership ("CC" or "Buyer").

RECITALS

A. Seller and Buyer entered into that certain Commercial Property Contract (the "Contract") dated as of August 12, 2008, whereby Seller agreed to sell to Buyer and Buyer agreed to buy from Seller, upon the terms and conditions set forth in the Contract, the "Property", as defined in the Contract.

B. Seller and Buyer have agreed to amend the Contract as follows:

NOW, THEREFORE, for and in consideration of the premises and the benefits to accrue to the parties hereto, Seller and Buyer hereby agree and covenant as follows:

1. Unless otherwise defined in this First Amendment or the context otherwise requires, each term used in this First Amendment with its initial letter capitalized shall have the same meaning herein as given to such term in the Contract.

2. Buyer and Seller hereby acknowledge and agree that the last day for Buyer to provide written objections to Seller of matters shown on the Survey or in the Title Commitment shall be November 14, 2008.

3. Notwithstanding the provisions of Section 7-C of the Contract to the contrary, the Inspection Period shall expire on January 5, 2009.

4. Section 9-A of the Contract is hereby amended such that the Closing Date shall be on or before January 15, 2009.

5. Section 9-A(i) is hereby amended to read in its entirety as follows:

"(i) Wal-Mart. Wal-Mart previously leased the Property to store personal property within the CCEDC speculative building. Prior to November 10, 2008, Wal-Mart vacated the Property and has removed its personal property. Seller agrees, prior to the Closing Date, to clean the interior of the CCEDC speculative building to a broom-clean condition."

6. Section 9-A(ii) is hereby amended to read in its entirety as follows:

"(ii) Closing Date Extension. If Buyer desires to extend the Closing Date beyond January 15, 2008, Buyer shall have the right to extend the Closing Date for up to forty-five (45) days by (a) delivery of written notice to Seller and the Title Company of Buyer's election to delay the Closing Date at least five (5) business days prior to the then scheduled Closing Date, and (b) delivery of the sum of Fifty Thousand Hundred and No/100 Dollars (\$50,000.00) to the Title Company as an additional Earnest Money deposit. All additional amounts deposited with the Title Company, pursuant to the provisions of this Section 9.A.(ii) shall be deemed a part of the Earnest Money for all purposes under this Contract and shall be deemed non-refundable to Buyer unless Seller shall be default under this Contract.

7. Seller hereby acknowledges that Buyer provided plans and specifications for the Pylon Sign within 90 days following the Effective Date of the Contract, as required in Section 9-B(4) of the Contract.

8. Except as expressly amended by this First Amendment, no term or provision of the Contract is or shall be deemed amended, modified or supplemented. Seller and Purchaser hereby acknowledge and agree the Contract is in full force and effect, valid and binding in accordance with its terms as modified by this First Amendment.

9. To facilitate execution, this First Amendment may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature or acknowledgment of, or on behalf of, each party, or that the signature of all persons required to bind any party, or the acknowledgment of such party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. Delivery of an executed counterpart of this First Amendment by facsimile shall be binding upon the party so delivering.

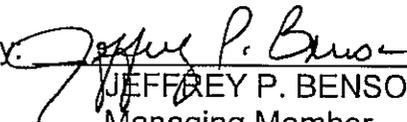
SIGNATURES APPEAR ON FOLLOWING PAGE

EXECUTED, to be effective as of the date first above written.

BUYER:

CINERGY CINEMAS, LP, a Texas limited partnership,

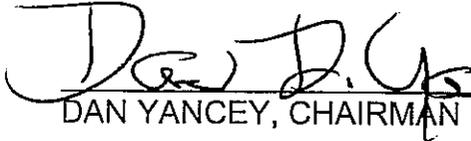
By: Cinergy Cinemas GP, LLC, a Texas limited liability company, its general partner

By: 
JEFFREY P. BENSON,
Managing Member

Date: November 21, 2008

SELLER

COPPERAS COVE ECONOMIC DEVELOPMENT CORPORATION (CCEDC), a Texas corporation,


DAN YANCEY, CHAIRMAN

Date: November 21, 2008

PERFORMANCE AGREEMENT

THIS PERFORMANCE AGREEMENT ("Agreement") is made on this the 12 day of August, 2008, between the Copperas Cove Economic Development Corporation, a Texas Corporation ("CCEDC" or Seller), whose offices are located at 210 South First Street, Copperas Cove, Texas, and CINERGY CINEMAS, LP a Texas limited partnership ("CC" or Buyer), whose business office is located at 7516 Mason Dells Dr., Dallas, Texas 75230.

WHEREAS, the CCEDC is the owner of the following described property:

Real Property located at 402 Constitution Drive, Copperas Cove, Texas, consisting of approximately 6.384 acres of land, more or less, and containing that certain partially constructed 39,600 sq. ft. building known as the EDC speculative building, all as more particularly described on Exhibit A attached hereto; and

NOW THEREFORE, it is agreed as follows:

The parties have entered into an agreement for Buyer to purchase the above described real estate (the "Property"), said document is entitled Commercial Property Contract (the "Property Contract") and being executed simultaneously with this Agreement. Buyer intends to complete construction of the EDC speculative building and other improvements to be located on the Property to be a multi screen movie theatre (the "Entertainment Center").

NOW, THEREFORE, for and in consideration of the premises and the mutual promises, covenants, and agreements set forth in this Agreement, the CCEDC and CCFE agree as follows:

1. These premises are mutually dependant, each on the performance of the other, and the failure of either party to faithfully perform substantially in accordance with the terms of this Agreement, subject to the right of notice and cure as provided below, such party shall be in default of this Agreement.
2. Intentionally Deleted.
3. The CCEDC shall have the right to prior approval or disapproval of the interior and exterior design concept for the Entertainment Center, provided, CCEDC acknowledges and agrees that Buyer intends to construct an eight (8) auditorium movie theatre with a concession area (the "Theatre"), and two (2) portions of the Entertainment Center, collectively containing approximately 8,000 square feet in the aggregate, are to

be reserved for future retail or restaurant use, and subject to the foregoing, such approval shall not be unreasonably withheld. Buyer shall provide the CCEDC with preliminary plans and specifications for the interior and exterior design of the Theatre as soon as reasonably practicable after the receipt by Buyer of the Board Approval and the City Approval, as defined in the Commercial Property Contract. The CCEDC shall provide its approval of said preliminary plans and specifications, or its objections thereto, within fifteen (15) days after receipt of same. If the CCEDC shall have objections to the preliminary plans and specifications Buyer shall use commercially reasonable efforts to make changes to comply with such objections. Once the CCEDC shall have approved of the preliminary plans and specifications for the interior and exterior design of the Theatre, Buyer agrees to complete final plans and specifications for the Theatre substantially in accordance with such approved preliminary plans and specifications and deliver same to CCEDC for its final approval. CCEDC shall have the right to object to only substantial changes made by Buyer in the final plans and specifications for the Theatre from the preliminary plans and specifications previously approved by CCEDC. Subject to the foregoing, the CCEDC shall provide its approval of objections to the final plans and specifications within ten (10) days following delivery of same to the CCEDC. Upon approval by the CCEDC, said final plans and specifications shall be deemed the "Final Plans".

4. Intentionally left blank.

5. Buyer shall commence construction of the Theatre and related improvements, substantially in accordance with the Final Plans, as soon as reasonably possible after receipt of all construction and building permits necessary for the construction of the Entertainment Center and related improvements (collectively, the "Building Permits") from the City of Copperas Cove or other applicable governmental authorities. Buyer must submit an application for the Building Permits to the City of Copperas Cove and any other applicable governmental authorities no later than one hundred thirty-five (135) days after the later of (i) receipt by Buyer of CCEDC's approval of the Final Plans, or (ii) the closing of Buyer's purchase of the Property under the Property Contract. CCEDC shall use its best efforts to encourage to the City of Copperas Cove to approve of the Final Plans without changes or revisions, except minor changes or revisions to comply with existing code requirements.

6. Buyer shall use commercially reasonable efforts to complete the construction of the Entertainment Center and related improvements and to open the Theatre for business with the public within two hundred forty (240) days following the later of (i) the issuance of the Building Permits, or (ii) the closing of Buyer's purchase of the Property under the Property Contract.

7. Seller shall, as a material consideration for Buyer purchasing the Property and Buyer's execution of this Performance Agreement, simultaneously upon the close of escrow between Seller and Buyer for the purchase of the Property, deposit into an

interest bearing account, at Buyer's construction lender bank, or the Title Company, at Buyer's election, the sum of Six Hundred Twenty Five Thousand and No/100 Dollars (\$625,000.00), to reimburse Buyer for infrastructure costs associated with the construction of the Theatre (the "Reimbursement Payment"), to be paid to Buyer upon the satisfaction of following contingencies:

A. Delivery to the CCEDC by Buyer's architect of a certificate stating (i) construction of the Theatre and related improvements have been fifty percent (50%) or more completed, and (ii) such improvements have been completed substantially in accordance with the Final Plans, including any revisions thereto required by the City of Copperas Cove or other applicable governmental authorities in connection with the issuance of the Building Permits; and

B. a title update or certificate issued by the Title Company evidencing that no mechanic's liens have been filed against the Property.

Within ten (10) days following satisfaction of the conditions precedent contained in Sections 7.A and B above (the "Reimbursement Date"), Seller shall provide written directions to the Title Company or Buyer's lender, as applicable, directing the applicable party to release the Reimbursement Payment to Buyer.

In addition to the Reimbursement Payment, upon the Reimbursement Date, the CCEDC also agrees to reimburse to Buyer (i) amounts paid by Buyer for Building Permits and inspection fees charged by the City of Copperas Cove or other applicable governmental authorities, and (ii) electric, water or sewer tap fees charged to allow Buyer to connect with the applicable utilities. To the extent Buyer shall pay any amounts for items (i) and (ii) above, subsequent to the Reimbursement Date, the CCEDC shall pay same within 30 days of proof of payment thereof by Buyer.

8. Buyer shall not assign this Performance Agreement, or its rights hereunder, without the express written consent of the CCEDC, provided, Buyer shall have the right to assign this Performance Agreement to any entity in which Jeffrey Benson and/or Jamie A. Benson shall have a majority or controlling interest without the approval of CCEDC, provided Buyer shall provide evidence of Mr. Bensons' interest in such assignee prior to the execution of documents evidencing such assignment. Notwithstanding the foregoing, Buyer may assign the right to receive the Reimbursement Payment to a third party, subject to the terms and conditions of this Performance Agreement.

9. This Agreement is subject to Article 5190.6 of the Texas Revised Civil Statutes, as amended. Following the approval of the CCEDC Board of Directors and the City Council of the City of Copperas Cove, Texas, CCEDC acknowledges the Entertainment Center will be in compliance with said Act, and the Reimbursement Payment to Buyer

shall be deemed in compliance with the Act.

10 CONFIDENTIALITY

It is understood and agreed that the CCEDC is a quasi public entity and subject to the Open Meetings and Public Information Acts (formerly referred to as the Open Records Act). Acting within the limits of those statutes, the information which a party furnished to the other party in connection with the transaction contemplated by this Agreement and any other agreements made relative thereto shall be strictly confidential and proprietary. Except if compelled by legal processes or the clear duty under state law, the party receiving such information shall maintain the confidentiality of such information and shall not disclose it to person other than such party's employees, agents, counsel, lender, or contractors assisting such party in the proposed transaction without the prior written consent of the other party, notwithstanding the foregoing to the contrary, information regarding furnished by a party which is generally known in the industry or among its creditors or has been publicly disclosed by such party shall not be deemed confidential property information.

11. The terms and conditions herein are a part of the Property Contract and survive the closing on the Property.

12. In the event either party hereto shall be deemed in default of the terms and conditions of this Agreement by the other party, the non-defaulting party shall deliver written notice to the other party of such events constituting the default, whereupon the party receiving such notice of default shall have a period of thirty (30) days to either cure such event or events of default or to request, in writing for the parties to submit the dispute regarding such event or events of default to arbitration, as provided below.

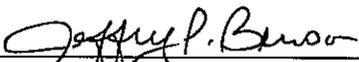
In any of dispute between the parties, about which the parties become deadlocked and the deadlock cannot be alleviated within a reasonable time, not to exceed 90 (ninety) days, the issue in dispute must be taken to arbitration in order to resolve the deadlock. The rules of the American Arbitration Association must be followed in the arbitration proceeding, provided, a panel of three (3) arbitrators shall be convened. Seller and Buyer shall each select one (1) arbitrator with at least five (5) years experience in commercial real estate in Texas, and those two (2) arbitrators shall by agreement select a third (3rd) arbitrator having recognized expertise and at least five (5) years experience in commercial real estate in Texas. The arbitrators will have the exclusive authority to determine and award costs of arbitration and the costs incurred by any party for its attorneys, advisors and consultants. Any award made by the arbitrators shall be binding on Seller, Buyer and all parties to the arbitration and shall be enforceable to the fullest extent of the law, provided, in reaching any determination or award, the arbitrators shall apply the laws of the State of Texas and the arbitrators' award will be limited to actual damages and will not include punitive or exemplary damages.

13. Any notices to be delivered under this Agreement shall be delivered and deemed received in accordance with the provisions of Section 21 of the Property Contract.

BUYER

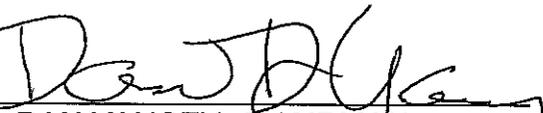
CINERGY CINEMAS, LP, a Texas limited partnership

By: Cinergy Cinemas GP, LLC, a Texas limited liability company, its general partner

By: 
JEFFREY P. BENSON, Managing Member

SELLER

COPPERAS COVE ECONOMIC DEVELOPMENT CORPORATION (CCEDC), a Texas corporation,

By: 
DAN YANCEY, CHAIRMAN

Performance Agreement - Buyer Draft Dated 7-8-08

EXHIBIT A

LEGAL DESCRIPTION

COMMERCIAL PROPERTY CONTRACT

1. **PARTIES:** COPPERAS COVE ECONOMIC DEVELOPMENT CORPORATION, a Texas corporation ("CCDC" or "Seller"), agrees to sell and convey to CINERGY CINEMAS, LP, a Texas limited partnership ("Buyer"), and Buyer agrees to buy from Seller the Property described below.
2. **PROPERTY:** 6.384 acres of land, more or less, more particularly described on Exhibit A attached hereto and made a part hereof for all purposes, together with all rights, privileges and appurtenances pertaining thereto, including but not limited to: water rights, mineral rights, claims, permits, strips and gores, easements, and cooperative or association memberships including but not limited to any improvements thereon, and specifically the building containing approximately 39,600 sq. ft. known as CCEDC speculative building (collectively, the Property).
3. **SALES PRICE:**
 - A. Cash portion of Sales Price payable by Buyer at closing \$ 1,500,000.00
 - B. Sum of all financing described below (excluding any loan funding fee or mortgage insurance premium)
 - C. Sales Price (Sum of A and B) \$ 1,500,000.00
4. **FINANCING:** The portion of Sales Price not payable in cash will be paid as follows: Sales Price shall be paid in cash at Closing.
 - A. THIRD PARTY FINANCING: At Buyer's option
 - B. ASSUMPTION: Not Applicable.
 - C. SELLER FINANCING: Not Applicable
5. **EARNEST MONEY:** Upon the execution of this Contract by Seller and Buyer, a fully executed original shall be delivered to Land Exchange Abstract and Title, as escrow agent, at 401 South Main Street, Copperas Cove, Texas (the "Title

Initialed for identification by Buyer  and Seller 

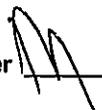
Page 1

Company"). The date on which the Title Company provides Buyer and Seller with written notice that it has received a fully executed original of this Contract shall be deemed the "Effective Date" of this Contract. Within five (5) business days following the Effective Date Buyer shall deposit One Hundred Thousand and No/00 Dollars (\$100,000.00) as an earnest money deposit (the "Earnest Money") with the Title Company. The Title Company shall deposit the Earnest Money in an interest bearing account for the benefit of Buyer. If Buyer fails to deposit the Earnest Money as required by this Contract, this Contract shall be deemed terminated null and void.

6. TITLE POLICY AND SURVEY:

- A. TITLE POLICY: Seller shall furnish to Buyer, at Seller's expense, an owner's policy of title insurance (the Title Policy) to be issued by the Title Company, in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
- (1) Restrictive covenants common to the platted subdivision in which the Property is located.
 - (2) The standard printed exception for standby fees, taxes and assessments.
 - (3) Liens created as part of the financing described in Paragraph 4.
 - (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
 - (5) Reservations or exceptions otherwise permitted by this Contract or as may be approved by Buyer in writing.
 - (6) The standard printed exception as to marital rights.
 - (7) The standard printed exception as to waters, tidelands, beaches, streams and related matters.
 - (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements. Buyer, at Buyer's expense, may have the exception amended to read, "shortages in area".





- (9) Terms and conditions of the CCEDC/IF Planned Management and Marketing Agreement dated April 23, 1998;
 - (10) As to Tract Two, a 10.0' easement across the southeast side as per plat of record.
 - (11) Street Right of Way Easement to City of Copperas Cove recorded in Instrument No. 169878, Coryell County Public Records;
 - (12) Easement to the City of Copperas Cove recorded in Vol 477, page 920, Coryell County Public Records;
- B. COMMITMENT: Within 10 days after the Effective Date, Seller shall furnish to Buyer a commitment for title insurance (the Commitment) and legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended for an additional 5 days.
- C. SURVEY: Within 5 days following the Effective Date, Seller will furnish Seller's existing survey to Buyer prepared on or about February 2007. Within 30 days following the Effective Date, Seller shall cause the existing survey to be updated (as updated, the "Survey"), the Survey shall conform to current ALTA standards, shall include a metes and bounds description of the Property, and shall show: all improvements located thereon, the location and size of all easements affecting the Property and the location of all public and private utility lines (water, sanitary sewer, storm water drainage, gas and electric) abutting the Property, or if not abutting the Property, the distance such utility lines are located from the Property. If the Survey is not delivered to Buyer within the specified time, the time for delivery will be automatically extended for an additional 5 days.
- D. OBJECTIONS: Buyer may object in writing to (i) defects, exceptions, or encumbrances to title: disclosed on the Survey other than items 6(A)(1) through (7) above; disclosed in the Commitment other than items 6(A)(1) through (8) above; (ii) any portion of the Property lying in a special flood hazard area (Zone A or V) as shown on the current Federal Emergency

Management Agency map; or (iii) any exceptions which prohibit the following use or activity: N/A. Buyer must object not later than 20 days after Buyer receives the last of (i) the Commitment, (ii) the Exception Documents, or (iii) the Survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure the timely objections of Buyer or any third party lender within 15 days after Seller receives the objections and the Closing Date will be extended as necessary. If objections are not cured within such 15 day period, Seller will provide notice thereof to Buyer and this Contract will terminate and the Earnest Money will be refunded to Buyer unless Buyer waives such uncured objections within thirty (30) days following receipt of such written notice from Seller.

E. TITLE NOTICES:

- (1) ABSTRACT OR TITLE POLICY: Buyer is advised to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
- (2) MANDATORY OWNERS' ASSOCIATION MEMBERSHIP: The Property is not subject to mandatory membership in an owners' association. If the Property is subject to mandatory membership in an owners' association, Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community in which the Property is located, you are obligated to be a member of the owners' association. Restrictive covenants governing the use and occupancy of the Property and a dedicatory instrument governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instrument may be obtained from the county clerk. You are obligated to pay assessments to the owners' association. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of the Property. If Buyer is concerned about these matters, the TREC

promulgated Addendum for Property Subject to Mandatory Membership in an Owner's Association should be used.

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

to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.

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

7. PROPERTY CONDITION:

- A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times for purposes of performing tests and studies thereof, including but not limited to taking core borings for soil samples and samples necessary for environmental testing of the Property.
- B. Due Diligence Items. Within five (5) business days following the Effective Date, Seller shall provide Buyer with the items listed below:
- (1) Any environmental reports with respect to the Property that are in the actual possession or control of Seller;
- (2) A copy of any inspection, soils, engineering, or environmental notices, studies or reports in Seller's possession or control which relate to the physical condition of the Property; and
- (3) Copies of the as-built plans and specifications of the CCEDC speculative building located on the Property.

Initialed for identification by Buyer  and Seller 

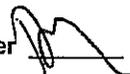
NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs, provided, to Seller's knowledge, all utilities necessary for Buyer's intended use of the Property as a multi screen movie theatre are located at the boundaries of the Property and are in sufficient size and quantity to allow Buyer to operate a multi screen movie theatre on the Property.

C. **ACCEPTANCE OF PROPERTY CONDITION:** Buyer shall have a period of time commencing on the date Seller has given written notice to Buyer that Seller has received both the Board Approval and the City Approval (as such terms are hereinafter defined) and expiring on the first business day occurring one-hundred twenty (120) days thereafter (the "Inspection Period"), to make site, utility and soil investigations and such other predevelopment investigations of the Property and Buyer's intended development of the Property as Buyer may deem necessary in order to determine the value and feasibility of the Property for Buyer's purposes. In addition to the items listed in Section 7.B. above, Seller shall deliver to Buyer all studies, reports and other information in Seller's custody or control related to the Property, all engineering and construction contracts, warranties and other materials related to the existing CCEDC speculative building located on the Property, soils test, engineering and grading plans, utility plans, infrastructure contracts and permits, hazardous waste reports or other environmental assessments, audits or test results relative to any portion of the Property, within five (5) business days following the Effective Date. Buyer agrees not to permit any construction, mechanic's or materialman's liens or any other liens to attach to the Property or any portion thereof by reason of the performance of any work or the purchase of any materials by Buyer or any of its contractors or agents in connection with any studies or tests conducted on the Property. Buyer shall indemnify, defend and hold Seller harmless for, from and against any and all claims, liabilities, causes of action, damages, liens, losses and expenses (including, without limitation, attorneys' fees and costs) incident to, resulting from or in any way arising out of any of Buyer's or its agents', contractors' or representatives' activities on the Property, excluding losses arising from the discovery of any existing environmental contamination of the Property. Buyer's indemnity obligations contained in this Section shall survive the Closing and not be merged therein and shall also survive any termination of this Contract.

Initialed for identification by Buyer



and Seller



If Buyer determines at any time prior to the expiration of the Inspection Period that the Property is not satisfactory to Buyer for any reason, including but not limited to Buyer's failure to secure suitable financing for the construction of the Theatre (as hereinafter defined) and related improvements, then Buyer may terminate this Contract by delivering written notice of termination to Seller prior to the end of such Inspection Period. If Buyer properly terminates this Contract pursuant to this Section 7C then this Contract shall be terminated, the Title Company shall return the Earnest Money to Buyer, and neither party shall have any further rights, duties or obligations hereunder except with respect to the provisions of this Contract which expressly survive the termination of this Contract. If Buyer does not timely deliver to Seller written notice of termination during the Inspection Period, the conditions of this Section 7C shall be deemed satisfied, and Buyer may not thereafter terminate this Contract pursuant to this Section 7C.

D. Intentionally left blank

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

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

8. **BROKERS' FEES:** Buyer will be responsible for any broker's fees owing to Gary J. Davis, First Advisors, Inc. (the "Broker"), in accordance with a separate commission agreement. Seller and Buyer each represent to the other that each has had no dealings with any broker, finder or other party concerning the purchase of the Property, other than Broker. Buyer and Seller each agree to

Initialed for identification by Buyer 

and Seller 

page 8

indemnify, defend and hold the other harmless for, from and against any and all loss, liability, damage, cost or expense (including, without limitation, reasonable attorneys' fees) arising out of or paid or incurred by such party by reason of any claim to any broker's, finder's or other fee in connection with this transaction by any party claiming by, through or under such party other than Broker, which shall be paid by Buyer. The indemnity obligations set forth in this Section 8 shall survive the Closing or the termination of this Contract

9. CLOSING:

A. The closing of the sale of the Property will be on November 28, 2008, or such earlier date as agreed to by both Buyer and Seller (the "Closing Date"); provided, in no event shall the Closing Date occur prior to October 31, 2008. Subject to the provisions below Buyer shall have the right to extend the Closing Date as follows:

(i) Wal-Mart Extension. Buyer acknowledges that Seller intends to lease the Property to Wal-Mart for purposes of allowing Wal-Mart to store personal property within the CCEDC speculative building located on the Property (the "Wal-Mart Lease"). The term of the Wal-Mart Lease is to expire on November 1, 2008. In the event that Wal-Mart fails to remove its personal property from the Property at least five (5) business days prior to November 28, 2008, or such earlier Closing Date as agreed upon by Seller and Buyer, Buyer shall have the right to extend the Closing Date for a period of thirty (30) days, without providing additional Earnest Money, by written notice to Seller and the Title Company prior to the then scheduled Closing Date, in which event the Closing shall occur two (2) business days following written notice from Buyer to Seller and the Title Company specifying the Closing Date, provided, in no event later than thirty (30) days following the originally scheduled Closing Date. In the event Buyer elects to close the purchase of the Property on November 28, 2008, or such earlier date as agreed upon by Seller and Buyer, and Wal-Mart has not yet removed its personal property from the Property, Buyer shall have the right to all rents due under the Wal-Mart Lease from and after the closing.

(ii) Additional Extensions. In the event Wal-Mart has removed its personal property from the Property at least 5-business days prior to the Closing Date, as provided above, and Buyer desires to extend the Closing Date beyond November 28, 2008, Buyer shall have the right to extend the Closing Date for up to thirty (30) days by (a)





delivery of written notice to Seller and the Title Company of Buyer's election to delay the Closing Date at least five (5) business days prior to the then scheduled Closing Date, and (b) delivery of the sum of Thirty-Three Thousand Three Hundred Thirty-Four and No/100 Dollars (\$33,334.00) to the Title Company as an additional Earnest Money deposit. Buyer may exercise its right to extend the Closing Date, as provided above in this Section 9.A.(ii), for two (2) additional periods of 30-days by providing written notice to Seller and the Title Company and the sum of \$33,334.00 for each 30-day extension period. All additional amounts deposited with the Title Company, pursuant to the provisions of this Section 9.A.(ii) shall be deemed a part of the Earnest Money for all purposes under this Contract and shall be deemed non-refundable to Buyer unless Seller shall be default under this Contract.

B. At closing:

- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those exceptions permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
- (2) Intentionally left blank.
- (3) Intentionally left blank.
- (4) Provide Buyer with an agreement from the Seller, approved by the applicable governmental authorities of the City of Copperas Cove, the County of Coryell and/or other applicable governmental authorities having jurisdiction of the construction of a LED – electric pylon sign (the "Pylon Sign") to be located at (or near) the corner of U.S. Highway 190 and Constitution Drive, such agreement shall provide: (i) Seller shall complete construction of the Pylon Sign within ninety (90) days following Reimbursement Date (as such term is defined in the Performance Agreement), (ii) the Pylon Sign will be of sufficient size to allow Buyer to advertise up to 8 current movie titles at one time, and (iii) that Seller shall pay all costs of construction, including providing utility service to the Pylon Sign and maintenance of the Pylon Sign following completion of construction. Buyer shall provide Seller with plans and specifications for the Pylon Sign within 90 days following the





Effective Date. Seller shall own the Pylon Sign and be responsible for costs of operating, repairing and replacing the Pylon Sign. Seller agrees that Buyer shall have the right to use the Pylon Sign for the purpose of advertising motion pictures being shown and events occurring at the multi-screen motion picture theatre (the "Theatre") to be constructed within the CCEDC speculative building located on the Property Theatre and other businesses to be located within the CCEDC speculative building on the Property. Buyer and Seller shall enter into a lease for the Pylon Sign (the "Sign Lease") on or before the completion of the construction of the Pylon Sign, which Sign Lease shall detail the advertising rights of Buyer, shall be renewable annually at the election of Buyer and provide that Buyer shall pay fair market rent for its use of the Pylon Sign. Notwithstanding anything contained herein to the contrary, Buyer shall have the right to assign its rights to use of the Pylon Sign to any party operating the Theatre. In the event for any reason Seller does not receive the approval of the City of Copperas Cove, the County of Coryell and/or other applicable governmental authorities having jurisdiction of the construction of the Pylon Sign, after using its best efforts to obtain such approval or approvals, Seller agrees that it shall construct a monument sign, at its sole cost and expense, of a size and type mutually agreeable to Buyer and Seller, such monument sign to be located at (or near) the corner of U.S. Highway 190 and Constitution Drive and the name of the Theatre and/or Buyer shall have be placed in a prominent position on such monument sign.

- (5) Buyer shall pay the Sales price in good funds acceptable to the escrow agent.
 - (6) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents required of them by this contract, the Commitment or law necessary for the closing of the sale and the issuance of the Title Policy.
- D. All covenants, representations and warranties in this Contract survive closing.

10. **POSSESSION:** Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.

Initialed for identification by Buyer



and Seller



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11. SPECIAL PROVISIONS:

A. See terms of the Performance Agreement executed by the parties of even date herewith. Notwithstanding anything contained herein to the contrary, Buyer shall have no obligations or liability under this Contract unless and until the CCEDC Board of Directors shall have approved in writing of the terms and conditions of this Contract and the Performance Agreement (the "Board Approval") and the City Council of the City of Copperas Cove, Texas, shall have approved in writing of the terms and conditions of this Contract and the Performance Agreement (the "City Approval"). If Seller has not obtained the Board Approval and City Approval on or before October 1, 2008, Buyer shall have the right thereafter to terminate this Contract by written notice to Seller and the Title Company, such right of termination to continue until Seller has delivered written evidence of the Board Approval and the City Approval to Buyer.

12. SETTLEMENT AND OTHER EXPENSES:

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

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

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

(2) Expenses payable by Buyer (Buyer's Expenses):

(a) Any fees, costs and expenses arising from any loan obtained by Buyer, including but not limited to loan origination fees, commitment fees, appraisal fees; loan application fees; credit reports; preparation of loan documents; recording fees for the Deed and any loan documents; mortgagee title policy with endorsements required by lender and loan-related inspection fees; (Loan Fees).

(b) One-half of the escrow fee charged by the Title Company and other expenses payable by Buyer under this Contract.

13. PRORATIONS AND ROLLBACK TAXES:

- A. **PRORATIONS:** Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.
- B. **ROLLBACK TAXES:** If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

14. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other casualty loss after the effective date of the Contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

15. DEFAULT:

- A. If Seller shall not be in default hereunder and Buyer refuses or fails to consummate the closing under this Contract for reasons other than due to a termination permitted under this Contract or due to a failure of a condition precedent to Buyer's obligation to close as set forth in this Contract, Seller may, as its sole and exclusive remedy, terminate this Contract in which event the Title Company shall pay the Earnest Money to Seller and Seller shall be entitled to receive and retain the Earnest Money as liquidated damages (Seller and Buyer hereby acknowledging that the amount of damages in the event of Buyer's default is difficult or impossible to ascertain but that such amount is a fair estimate of such damages), and neither party shall have any further rights,





duties, or obligations hereunder except with respect to the provisions hereof which expressly survive the termination of this Contract.

- B. If Buyer shall not be in default hereunder and if Seller refuses or fails to consummate the closing under this Contract other than due to a termination permitted under this Contract or a failure of a condition precedent to Seller's obligation to close as set forth in this Contract, Buyer may, at Buyer's sole option and as its sole and exclusive remedies, either (a) terminate this Contract in which event neither party shall have any further rights, duties or obligations hereunder except with respect to the provisions of this Contract which expressly survive the termination hereof, and Buyer shall be entitled to (i) a refund of the Earnest Money, and (ii) reimbursement of its out of pocket, third party expenses arising from the negotiation and execution of this Contract, due diligence inspection and review of the Property, preparation of plans for the construction of the Theatre and other improvements on the Property and Loan Fees incurred by Buyer, such amount not to exceed \$100,000.00 in the aggregate, or (b) enforce specific performance of this Contract against Seller.

16. **ARBITRATION:** In the event of a dispute, the Arbitration Clause in the Performance Agreement shall prevail.

17. **ATTORNEY'S FEES:** The prevailing party in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding incurred by the prevailing party.

18. **ESCROW:**

- A. **ESCROW:** The parties acknowledge that the Title Company is acting solely as a stakeholder at their request and for their convenience, that the Title Company shall not be deemed to be the agent of either of the parties, except as expressly set forth herein, and that the Title Company shall not be liable to either of the parties for any act or omission on its part unless taken or suffered in bad faith, in willful disregard of this Contract or of any escrow agreement or involving gross negligence. The Title Company joins in the execution of this Contract solely for the purpose of acknowledging receipt of the Earnest Money and its agreement to hold the same pursuant to the terms hereof. The Title Company is not liable for any loss of any Earnest Money caused by the failure of any financial institution in which the Earnest Money has been deposited unless the financial institution is acting as escrow agent.





- B. **EXPENSES:** At closing, the Earnest Money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, the Title Company may require payment of unpaid expenses incurred by the Title Company on behalf of the parties and a written release of liability of the Title Company from all parties.
- C. **DEMAND:** Upon termination of this Contract, either party or the Title Company may send a release of Earnest Money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the Earnest Money, the Title Company shall promptly provide a copy of the demand to the other party. If the Title Company does not receive written objection to the demand from the other party within 15 days, the Title Company may disburse the Earnest Money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the Earnest Money and the Title Company may pay the same to the creditors. If the Title Company complies with the provisions of this paragraph, each party hereby releases the Title Company from all adverse claims related to the disbursement of the Earnest Money.
- D. **DAMAGES:** Any party who wrongfully fails or refuses to sign a release acceptable to the Title Company within 7 days of receipt of the request will be liable to the other party for liquidated damages not to exceed fifty percent (50%) of the amount of the Earnest Money.
- E. **NOTICES:** The Title Company's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by the Title Company.
19. **REPRESENTATIONS:** Seller represents that as of the Closing Date there will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing payment of any loans assumed by Buyer. If any representation of Seller in this Contract is untrue on the Closing Date, Seller will be in default.
20. **FEDERAL TAX REQUIREMENTS:** If Seller is a "foreign person," as defined by applicable law, or if Seller fails to deliver an affidavit to Buyer that Seller is not a "foreign person", then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service

regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

- 21. NOTICES:** All notices from one party to the other must be in writing and are effective three (3) business days following deposit in the U.S. mails, when received or refused if delivered by overnight delivery service or by hand-delivery at, or upon receipt of transmitted by facsimile to Buyer and Seller, provided the party forwarding such facsimile shall have received a receipt of delivery of same and further if such facsimile is sent after normal business hours or on a weekend day, receipt shall not be deemed to have occurred until the next following business day, at the address listed below for the parties, with a copy to counsel for such party, as follows:

To Buyer at:

Cinergy Cinemas, LP
7516 Mason Dells Dr.
Dallas, TX 75230
Telephone: (817) 300-4030
Facsimile: (214) 750-5343
E-mail: jpbenson@powderhousecapital.com

To Seller at:

COPPERAS COVE ECONOMIC DEVELOPMENT CORPORATION (CCEDC)
210 South First Street
Copperas Cove, Texas 76522
Telephone: 888-873-4332
Facsimile: 254-547-7388
E-mail: jerry.conner@copperascove-edc.com

- 22. AGREEMENT OF PARTIES:** This Contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are:

Environmental Assessment, Threatened or Endangered Species and Wetlands
Addendum

Performance Agreement

Initialed for identification by Buyer  and Seller 

23. **CONSULT AN ATTORNEY: READ THIS CONTRACT CAREFULLY.** If you do not understand the effect of this Contract, consult your attorney BEFORE signing.

Buyer's

Attorney is: Douglas C. Peter, Esq.
Law Office of Douglas C. Peter
11910 Greenville Avenue, Suite 400
Dallas, Texas 75243

Telephone: 214/265-0008
Facsimile: 214/265-0615
E-mail: dpeter@lmlawyers.com

Seller's

Attorney is: Robert J. Gradel
107 East Second Street, Lampasas, TX 76550

Telephone: (512) 556-8234
Facsimile: (512) 556-8236
E-mail: rgradel@hotmail.com

24. **Right to Repurchase.** Buyer and Seller acknowledge and agree that as a material inducement to Seller entering into this Contract with Seller, Buyer agrees to construct and open for business with the public the Theatre. Seller shall have the right to repurchase the Property ("Seller's Repurchase Right") in the event Buyer, or its assigns, does not begin construction of the Theatre within three hundred sixty (360) days following the Closing Date, for an amount equal to \$1,500,000.00. If Seller shall have the right to repurchase the Property, as provided in this Section 24, Seller shall deliver written notice to Buyer of Seller's election to repurchase the Property within thirty (30) days following Seller's Repurchase Right Date, in which event the closing of the repurchase of the Property by Seller shall occur as soon as reasonably practicable following such written notice to Buyer. This provision shall be binding on Buyers successors and assigns. Upon commencement of construction of the Theatre Seller's Repurchase Right shall be deemed terminated, null and void and upon the request of Buyer Seller will execute a release of Seller's Repurchase Right in recordable form.

SIGNATURES APPEAR ON FOLLOWING PAGE

Initialed for identification by Buyer



and Seller



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EXECUTED the 12 day of August, 2008.

BUYER

CINERGY CINEMAS, LP, a Texas limited partnership,

By: Cingery Cinemas GP, LLC, a Texas limited liability company, its general partner

By: Jeffrey P. Benson
JEFFREY P. BENSON,
Managing Member

Date: August 7, 2008

SELLER

COPPERAS COVE ECONOMIC DEVELOPMENT CORPORATION (CCEDC), a Texas corporation,

Dan Yancey
DAN YANCEY, CHAIRMAN

Date: August 12, 2008

CONTRACT RECEIPT

Receipt of Contract is acknowledged.

Escrow Agent:
Land Exchange Abstract and Title

Date: August 2, 2008

By: *Sharon Luckey*
401 South Main Street

E-mail address: *sharon@landexchargetitle.com*

Telephone: 254-547-7048

Copperas Cove, Texas 76522

Facsimile: 254-547-6444

PREPARED IN THE OFFICE OF:

Robert J. Gradel
107 East Second Street
Lampasas, Texas 76550
TEL: 512-556-8234
FAX: 512-556-8236
EMAIL: rgradel@hotmail.com

U:\Clients\Benson\Copperas Cove\CCEDC Contract 7-1-08\Entertainment Center Contract Buyer's Draft 6.Aug.8.doc

Initialed for identification by Buyer *RB* and Seller *M*

EXHIBIT A
LEGAL DESCRIPTION

Initialed for identification by Buyer JB and Seller [Signature]

EXHIBIT A

G. R. WALKER & ASSOCIATES, L.L.C.
ENGINEERS ★ SURVEYORS

6.380 ACRE TRACT
LOT 1, BLOCK 1, LOVE ADDITION
IN THE CITY OF COPPERAS COVE, CORYELL COUNTY, TEXAS

FIELD NOTES FOR A 6.380 ACRE TRACT OF LAND LOCATED IN THE W.P. HARDEMAN SURVEY, ABSTRACT 451, IN THE CITY OF COPPERAS COVE, CORYELL COUNTY, TEXAS AND BEING ALL OF LOT 1, BLOCK 1, LOVE ADDITION RECORDED IN CABINET B, SLIDE 531 OF THE PLAT RECORDS OF CORYELL COUNTY, TEXAS SAID 6.380 ACRE TRACT BEING MORE PARTICULARLY SHOWN ON THE ATTACHED EXHIBIT DRAWING AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" DIAMETER REBAR WITH PLASTIC CAP STAMPED "WALLACE GROUP" FOUND IN THE WEST LINE OF CONSTITUTION DRIVE (CALLED 80.00' WIDE RIGHT-OF-WAY RECORDED IN THE ABOVE-MENTIONED CABINET B, SLIDE 531 AND DOCUMENT 169878), SAID REBAR MARKING A NORTHEASTERLY CORNER OF THE ABOVE-MENTIONED LOT 1 AND THE HEREIN DESCRIBED TRACT;

THENCE S 27°43'24" W - 395.83' (DIRECTIONAL CONTROL LINE - PLATTED CALL SAID LOT 1) WITH THE WEST LINE OF CONSTITUTION DRIVE TO A 1/2" DIAMETER REBAR WITH PLASTIC CAP STAMPED "WALLACE GROUP" FOUND MARKING A POINT OF CURVATURE;

THENCE AN ARC DISTANCE OF 249.90' CONTINUING WITH THE LINE OF CONSTITUTION DRIVE AND A CURVE TO THE LEFT HAVING A RADIUS OF 2000.50' AND A CHORD WHICH BEARS S 24°00'36" W - 249.82' TO A 1/2" DIAMETER REBAR FOUND MARKING THE SOUTHEAST CORNER OF LOT 1 AND THE HEREIN DESCRIBED TRACT;

THENCE N 50°18'43" W - 531.83' LEAVING SAID LINE OF CONSTITUTION DRIVE WITH THE SOUTH LINE OF SAID LOT 1 TO A 1/2" DIAMETER REBAR WITH PLASTIC CAP STAMPED "WALLACE GROUP" FOUND MARKING THE SOUTHWEST CORNER OF LOT 1 AND THE HEREIN DESCRIBED TRACT;

THENCE N 39°41'17" E - 540.90' WITH THE WEST LINE OF LOT 1, PARTWAY WITH THE EAST LINE OF LOT 1, BLOCK 2, COPPERAS COVE 190 BUSINESS AND INDUSTRIAL PARK RECORDED IN CABINET A, SLIDE 369 OF THE PLAT RECORDS OF CORYELL COUNTY, TEXAS TO A 1/2" DIAMETER REBAR WITH PLASTIC CAP STAMPED "WALLACE GROUP" FOUND IN THE SOUTH LINE OF MARTIN LUTHER KING, JR. DRIVE (60.00' WIDE RIGHT-OF-WAY CABINET A, SLIDE 369), MARKING THE NORTHEAST CORNER OF SAID LOT 1, BLOCK 2, SAME BEING NORTHWEST CORNER OF SAID LOT 1, BLOCK 1 AND THE HEREIN DESCRIBED TRACT;

THENCE WITH THE SOUTH LINE OF MARTIN LUTHER KING, JR. DRIVE THE FOLLOWING FOUR (4) CALLS:

- 1) S 72°42'28" E - 161.23' TO A 1/2" DIAMETER REBAR WITH PLASTIC CAP STAMPED "WALLACE GROUP" FOUND;
- 2) AN ARC DISTANCE OF 105.56' WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 370.00' AND A CHORD WHICH BEARS S 64°32'06" E - 105.20' TO A 1/2" DIAMETER REBAR WITH PLASTIC CAP STAMPED "WALLACE GROUP" FOUND;
- 3) S 56°21'44" E - 110.29' TO A 1/2" DIAMETER REBAR WITH PLASTIC CAP STAMPED "WALLACE GROUP" FOUND;
- 4) AN ARC DISTANCE OF 33.53' WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00' AND A CHORD WHICH BEARS S 08°19'47" E - 29.74' TO THE POINT OF BEGINNING.

SURVEYED: JULY, 2005
RELEASED: MARCH 23, 2007

KEVIN R. HESSEL, R.P.L.S. 5344



PROJ NO. 2-01297
PLAT NO. A1-0148
FIELD NOTE NO. 2-01297-FN-01
MAP CHECKED BY KRH

City of Copperas Cove City Council Agenda Item Report

May 5, 2009

Agenda Item No. I-6

**Contact – Jerry Conner, Executive Director, Copperas Cove Economic
Development Corporation, 547-7874, Ext. 1
jerry.conner@copperascove-edc.com**

**SUBJECT: Consideration and action on approval of the 2008-09 amended
Copperas Cove Economic Development Corporation Budget .**

1. BACKGROUND/HISTORY

The Copperas Cove Economic Development Corporation, CCEDC, 2008-09 Budget was approved by the CCEDC board in July 2008. Subsequently, the City Council approved CCEDC budget in September 2008. At the time the CCEDC budget was prepared there was inadequate information available to include an actual/designated line item in the budget for a sign (type and location had not been determined, nor a contract with Cinergy Cinemas).

2. FINDINGS/CURRENT ACTIVITY

The CCEDC plans to add a designated line item to our budget under Promotional Planning – Marketing to properly record the expenditure for the digital sign. Funds are available within the CCEDC Budget for this marketing purpose.

3. FINANCIAL IMPACT

The total purchase price of the proposed digital 10x20 sign is \$237,900. Sufficient funds are available for appropriation.

4. ACTION OPTIONS/RECOMMENDATION

The CCEDC Board recommends approval of the 2008-09 Amended CCEDC Budget.

City of Copperas Cove City Council Agenda Item Report

May 5, 2009

Agenda Item No. I-7

**Contact – Jerry Conner, Executive Director, Copperas Cove Economic
Development Corporation, 547-7874, Ext. 1
jerry.conner@copperascove-edc.com**

SUBJECT: Consideration and action on approval of a contract to purchase a digital sign.

1. BACKGROUND/HISTORY

The CCEDC is under contract with Cinergy Cinemas to provide a sign near Highway 190. After soliciting bids and seeking an adequate location for placement of the sign, it was determined that Bright Sign LED International would build a 10x20 high intensity digital sign not only to promote the entertainment center but also to serve the community and to promote non-profit events and activities. Additionally, Fort Hood wishes to utilize the sign to promote their mission and has waived ground lease charges per use of the sign. Cinergy Cinemas will agree to a long term lease for use of 50% of the sign which will enable the CCEDC to recapture virtually all of the sign's expense.

2. FINDINGS/CURRENT ACTIVITY

CCEDC seeks council approval of the sign concept and purchase contract.

3. FINANCIAL IMPACT

Immediate financial impact is \$237,900, however that expenditure will be offset by a lease agreement with Cinergy Cinemas and other long term advertising EDC might sell (to be fair CCEDC believes we must make space available for other potential advertisers at a fair market price for long term advertising as on other digital signs).

4. ACTION OPTIONS/RECOMMENDATION

The CCEDC Board recommends approval of the contract with Bright Sign in the amount of \$237,900.

BRIGHT SIGN LED INTERNATIONAL

MULTIMEDIA LED

DYNAMIC DISPLAYS
5199 NORMANDY DRIVE
FRISCO TEXAS 75034

JOB NAME

PROVIDED TO: COPPERAS COVE EDC
210 South First Street
Copperas Cove TX 76522

DATE 03/27/2009

QUOTE VALID FOR 60 DAYS

QUOTE PROVIDED BY: MARK JOSENDALE

mjosendale@hotmail.com

972-465-0811

DISPLAY FEATURES

SIGN INFORMATION

Sign model 12.5 mm RGB Double Face
BTUH

PITCH (MM) 12.5 MM

WIDTH 20' HEIGHT 10'

DISPLAY PIXEL MATRIX (PER FACE) 224 by 480

DISPAY SIZE 9'3" by 19'9"

CABINET SIZE (PER FACE) 9'3" by 19'9"

DEPTH-NOT INCLUDING MOUNTING OR COOLING

(INCHES) 11"

DISPLAY MODULES (PER FACE)

TOTAL LEDS (PER FACE) 2

OTHER INFORMATION (ESTIMATED)

TOTAL COOLING REQUIRED: 17950

MAXIMUM POWER: 27361W.63 A (1-0/208V0
AVERAGE POWER: 6841W. 16A (1-0/208V)

CIRCUITS 208V/30A 15

WEIGHTS (EXCL. STRUCTURE/MTG): 5205/

COLOR CAPABILITIES: 4.4 TRILLION COLORS PALETTE
 QUANTITY OF DISPLAYS 2
 # OF FACES PER DISPLAY: 1
 # CABINETS PER DISPLAY QTY 2

ITEM	DESCRIPTION	OPTIONS
ON-SITE TECH SUPPORT	UP TO 5 DAYS	ITEM
WARRANTY (PARTS) 2 YEAR PARTS		INFOCASTER CONTENT SOFTWARE
SPARE PARTS KIT ON SITE SPARE PARTS PACKAGE		UPS POWER BACKUP
CABNET TYPE	STEEL	REMOTE POWER BACKUP
	REAR SERVICE	LOCKABLE SERVER RACK
COMMUNICATION OPTION	WIRELESS	WIRELESS (LINE OF SIGHT) CONTROL (Cinergy Cinemas)
SOFTWARE OPTIONS	Media Software	WATERPROOF/AIR CONTROL
CONTROLLER	Windows X P	
LIVE VIDEO PROCESSOR:	Yes	
COOLING	FANS	
DATE RUN:		
POWER	Not included	
SHIPPING	INCLUDED	
	DISPLAY TOTAL USD:	\$217,900

ADDITIONAL OPTIONS	TOTAL (THIS OPTION)		
ITEM	QTY	\$ EACH	\$ TOTAL (THIS OPTION)

Bright Sign LED International (Bright Sign) will manufacture and install (1) 10' x 20' center cabinet for customer's (2) existing 10' x 20' LED reader boards. Bright Sign will mount customer's (2) existing 10' x 20' reader boards to manufactured center cabinet. Center cabinet will contain (1) internal steel sleeve which will be connected to the center pole. Bright Sign will provide (1) 20" diameter steel pole sufficient to elevate top of sign to 30' above grade level. Bright Sign will dig footing and pour concrete base necessary to set and support the pole. **Bright Sign will run wiring up the center of the pole, provided that wiring is run to base of the pole with enough additional wiring to extend up the entire pole and to connection points of each sign.** Bright Sign will then connect wiring to customer's (2) existing LED reader boards. All specifications and dimensions are as per customer's provided information and are subject to change based on structural engineer's recommendations. Any necessary changes to specifications and dimensions based on structural engineer's recommendations could affect overall price slightly.

AS OF 3/26/09 CCEDC REQUESTED THAT A CINERGY CINEMAS PERMANENT BANNER, TWO SIDED BACK LIGHT WITH INDICATOR, BE ADDED TO THE DIGITAL SIGN.

CINERGY CINEMA BANNE COST	\$	5,000
INSTALLATION COSTS	\$	15,000
PRIOR DEPOSIT	\$	- 5,000
PROJECT TOTAL USD \$	\$	232,900

TERMS OF PAYMENT 50 % DOWN PAYMENT DUE WITH SIGNED QUOTATION OR PURCHASE ORDER, 25 % PRIOR TO SHIPMENT, 25% UPON COMPLETION

BRIGHT SIGN LED ACKNOWLEDGES RECEIPT OF \$5,000.00 PRIOR TO 3/27/09 THAT WAS AGREED TO BE APPLIED TO THE TOTAL COST OF THIS PROJECT.

BRIGHT SIGN LED ACKNOWLEDGES THAT THE COST OF THE SURVEY FOR SAID LOCATION OF THE DIGITAL SIGN IS INCLUSIVE IN THE PRICING OF THIS PROPOSAL.

ALL WORK SUCH AS PERMITTING AND OTHER NECESSARY ACTIONS COMPLETED TO SECURE THAT LOCATION IS APPROVED FOR THE SIGN (TEXAS DEPT. OF TRANSPORTATION, COUNTY, CITY, ETC.)

THIS QUOTE INCLUDES AS INDICATED ABOVE : DISPLAY MODULES AND ELECTRONICS; CUSTOM DESIGNED, WATERPROOF CABINET, REAR END CONTROL SYSTEM AND PLAYER SOFTWARE; LED 8 MANAGEMENT SOFTWARE, INTERFACE TO MOUNTING STRUCTURE

THIS QUOTE INCLUDES THE FOLLOWING UNLESS INDICATED ABOVE: TRIM OR DECORATIVE CABINET, MOUNTING STRUCTURE, CATWALKS, FOUNDATION, PERMITTING, TAXES, LICENSED ENGINEERING WORK AND FEES, INTERNET ACCESS LABOR FOR FIBER OPTIC TERMINATION (IF NEEDED).

REFER TO FABRICATION DRAWINGS FOR EXACT DIMENSIONS PRIOR TO CONSTRUCTION.

THE RECEIPT OF PURCHASE ORDER, OR THIS SIGNED QUOTATION WILL SIGNIFY ACCEPTANCE OF THE TERMS AND CONDITION OF THIS QUOTATION.

IF CHANGES TO THIS OFFER ARE NEEDED, PLEASE REQUEST REVISED QUOTATION.

BUYER MUST PROVIDE A SALES TAX EXEMPTION CERTIFICATE TO CLAIM EXEMPTION.

BRIGHT SIGN LED INTERNATIONAL

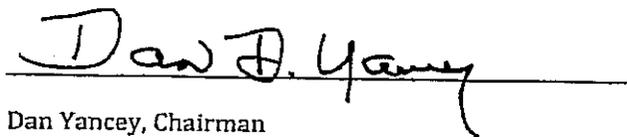
Multimedia LED

MARK JOSENDALE

DATE 03/27/09



CUSTOMER ACCEPTANCE



Dan Yancey, Chairman

March 27, 2009

Date

City of Copperas Cove

City Council Agenda Item Report

May 5, 2009

Agenda Item No. I-8

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

SUBJECT: Consideration and action on authorizing the City Manager to execute an amendment to the April 30, 2007 agreement with the Copperas Cove Economic Development Corporation concerning a land exchange between the City of Copperas Cove and Fort Hood.

1. BACKGROUND/HISTORY

On April 17, 2007, the City Council authorized the City Manager to enter into an agreement with the Copperas Cove Economic Development Corporation regarding the purchase of real property to be utilized by the City in exchange for land with Fort Hood. The agreement required the CCEDC to acquire title to 109.571 acres, more or less, and transfer the title to the City of Copperas Cove of the 109.571 acres at or near the time of the land exchange with Fort Hood. Upon completion of the transfer, the City is to exchange the 109.571 acres for 125 acres, more or less, of land located on the eastern edge of the City limits, which is owned by Fort Hood. Furthermore, the agreement requires the City to transfer the title to the land acquired from Fort Hood through the land exchange to the CCEDC within seven (7) days.

On April 30, 2007, the City Manager and Copperas Cove Economic Development Corporation Board Chairman executed the attached agreement (exhibit 1).

2. FINDINGS/CURRENT ACTIVITY

On April 21, 2009, the CCEDC notified the City of the General Warranty Deed (exhibit 2) completion dated April 21, 2009 and the conveyance of 109.617 acres of land, more or less, from the James Cook Survey, Abstract No. 161. On April 24, 2009, the CCEDC provided the City Manager with an amendment to the agreement dated April 30, 2007. As such, the agreement requires the governing body to authorize execution of the attached amendment (exhibit 3).

3. FINANCIAL IMPACT

None.

4. Action Options/Recommendations

City staff recommends that the City Council authorize the City Manager to execute the attached amendment to the agreement dated April 30, 2007.

AGREEMENT

STATE OF TEXAS §
COUNTY OF CORYELL §

This Agreement is made and entered into on this the 30th day of April, 2007 by and between the City of Copperas Cove, a home-rule municipality (hereinafter referred to as "City") and the Copperas Cove Economic Development Corporation, a Texas corporation, (hereinafter referred to as "EDC") acting by and through its authorized representatives hereby enter into the following Agreement concerning a land exchange between the City and Fort Hood:

EDC hereby agrees to purchase real property consisting of approximately 109.571 acres, more or less, of privately held land in Bell County, Texas. The City hereby agrees to facilitate an exchange of said property with Fort Hood for approximately 125 acres located on the east end of Copperas Cove. The EDC further agrees to pay all costs associated with and arising from the acquisition of this property including, but not limited to, surveys, appraisals, purchase price and any other costs. City of Copperas Cove agrees to remit all sums due to the Corps of Engineers for the appraisal, survey and other miscellaneous expenses associated with this property and EDC hereby agrees that it shall reimburse the City the amount of said costs incurred arising from the acquisition of this property. It is anticipated these costs will be approximately \$40,000.00.

EDC shall acquire title to the 109.571 acres, more or less, more particularly described on Exhibits A, A1, A2 and A3, and transfer title to the City of Copperas Cove said 109.571 acres at or near the time of the land exchange with Fort Hood. After the EDC has transferred the title to the 109.571 acres, more or less, to the City, the City shall exchange this property for 125 acres, more or less, of land located on the eastern edge of the City's city limits, which is owned by Fort Hood.

After the exchange of property with Fort Hood is completed, the City shall, within 7 days, transfer its title to the land consisting of approximately 125 acres to EDC. Further, EDC agrees that the 125 acres, more or less, shall be used for the economic benefit of the City of Copperas Cove.

The EDC and the City acknowledge that future written agreements between the two parties shall be necessary to develop this site and both agree that each shall cooperate with the other in the development of this property. The City and the EDC further acknowledge that the EDC has signed an option agreement with a developer concerning the use of a portion of the property after the exchange.

This Agreement may not be amended or modified except in writing executed by both City and EDC.

EXHIBIT 1

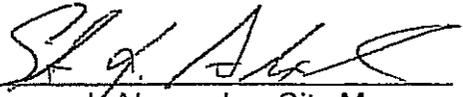
The City and EDC both agree that this Agreement is binding upon both parties hereto and their successors, personal representatives and assigns and is fully enforceable by either party hereto.

IN WITNESS WHEREOF, the City and EDC have executed and attested to this Agreement by its duly authorized officers.

EXECUTED this the 30th day of April, 2007.

CITY OF COPPERAS COVE

**COPPERAS COVE ECONOMIC
DEVELOPMENT CORPORATION**



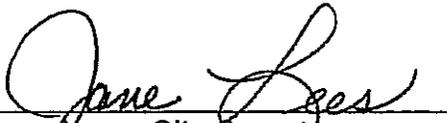
Steven J. Alexander, City Manager



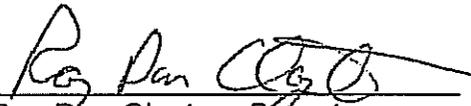
Dan Yancey, Chairman

ATTEST:

ATTEST:



Jane Lees, City Secretary



Ray Don Clayton, Secretary

EXHIBIT 1

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

General Warranty Deed

Date: April 21, 2009

Grantor: COPPERAS COVE ECONOMIC DEVELOPMENT CORPORATION, a Texas corporation

Grantor's Mailing Address:

Copperas Cove EDC
201 South First Street
Copperas Cove, Texas 76522 Coryell County

Grantee: CITY OF COPPERAS COVE

Grantee's Mailing Address:

Copperas Cove, TX 76522

Consideration:

TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, including but not limited to the terms of that one certain Agreement dated April 30, 2007 between the Copperas Cove Economic Development Corporation and the City of Copperas Cove, Texas concerning a land exchange between the City of Copperas Cove and Fort Hood, and any amendments thereto.

Property (including any improvements):

BEING 109.617 acres of land more or less out of the James Cook Survey, Abstract No. 161, Bell County, Texas; being more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes.

Reservations from Conveyance: None

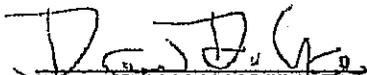
Exceptions to Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2009, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

COPPERAS COVE ECONOMIC
DEVELOPMENT CORPORATION


By: DAN YANCEY, Chairman

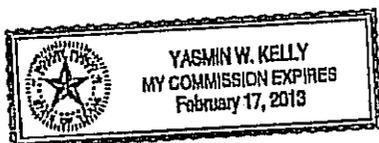
ATTEST:


By: RAY DON CLAYTON, Secretary

STATE OF TEXAS)

COUNTY OF CORYELL)

This instrument was acknowledged before me on April 21st 2009, by DAN YANCEY, Chairman of the COPPERAS COVE ECONOMIC DEVELOPMENT CORPORATION, a Texas corporation, acting on behalf of said corporation.



Yasmin W. Kelly
Notary Public, State of Texas
My comm expires: 2-17-2013
Yasmin W. Kelly
Printed/typed name of notary

PREPARED IN THE OFFICE OF:

Robert Gradel
Attorney at law
107 East Second Street
Lampasas, TX 76550
Tel: (512) 556-8234
Fax: (512) 556-8236
Email: rgradel@hotmail.com

AFTER RECORDING RETURN TO:

Robert Gradel
107 East Second Street
Lampasas, TX 76550

C:\WP\DOC\SI\EDC\2\COPP.COVE.DEED.wpd April 17, 2009

FIELD NOTES for a 109.617 tract of land in Bell County, Texas, part of the James Cook Survey, Abstract No. 161 and the land herein described being part of a called 111.930 acre tract of land conveyed in a deed from Federal Deposit Insurance Corporation to Donlie B. McMullin and wife, Linda McMullin, being of record in Volume 2963, Page 285, Official Public Records of Real Property of Bell County, Texas, and being more particularly described as follows:

Beginning at a 3/8" iron rod with cap found in the west right of way of State Highway 201 and being in the north line of said 111.930 acre tract of land, being the northwest corner of called 2.312 acre tract of land conveyed in a deed to the City of Killeen, Texas, being of record in Volume 4418, Page 125, Official Public Records of Real Property of Bell County, Texas, and being the southeast corner of a tract of land conveyed in a deed to Shawnee McQue, Ltd., being of record in Volume 5341, Page 176, Official Public Records of Real Property of Bell County, Texas, for the northeast corner of this tract;

THENCE S. 17° 01' 51" W., 1187.66 feet, with the west right of way of State Highway 201 and with the west line of said 2.312 acre tract of land (*Deed* S. 18° 21' 25" W., 1187.49 feet), to a PK nail set in the south line of said 111.930 acre tract of land and in a north line of a U. S. Government Bureau of Land Management (Fort Hood Military Reservation) tract of land, for the southeast corner of this tract;

THENCE N. 73° 36' 35" W., 3416.09 feet, with the south line of said 111.930 acre tract of land (*Deed* N. 71° 37' 45" W.) and with a north line of said U. S. Government Bureau of Land Management (Fort Hood Military Reservation) tract of land, to a 3/8" iron rod found, being the southwest corner of said 111.930 acre tract of land, for the southwest corner of this tract;

THENCE N. 16° 59' 30" E., 1487.86 feet, with the west line of said 111.930 acre tract of land (*Deed* N. 18° 59' 01" E., 1488.12 feet) and with an east line of said U. S. Government Bureau of Land Management (Fort Hood Military Reservation), to a 3/8" iron rod found, being the northwest corner of said 111.930 acre tract of land and being the southwest corner of a called 90 acre tract of land conveyed in a deed to Ronald W. McGregor and Thomas A. McGregor, being of record in Volume 2669, Page 237, Official Public Records of Real Property of Bell County, Texas, for the northwest corner of this tract;

THENCE with the north line of said 111.930 acre tract of land, the following seven (7) courses and distances:

- 1) S. 74° 18' 14" E., 324.43 feet (*Deed* S. 72° 16' 51" E., 324.47 feet), to a 3/8" iron rod found in the south line of said 90 acre tract of land, for an ell corner of this tract;
- 2) N. 13° 26' 39" E., 37.28 feet (*Deed* N. 15° 24' 29" E., 37.30 feet), to a 3/8" iron rod found, for an ell corner of this tract;
- 3) S. 73° 28' 17" E., 578.72 feet (*Deed* S. 71° 28' 59" E., 578.64 feet), to a 3/8" iron rod found, for a corner of this tract;
- 4) S. 44° 48' 30" E., 66.59 feet (*Deed* S. 42° 45' 59" E., 66.64 feet), to a 3/8" iron rod found, for a corner of this tract;
- 5) S. 71° 27' 09" E., 996.03 feet (*Deed* S. 69° 27' 11" E., 995.98 feet), to a 3/8" iron rod found, for a corner of this tract;
- 6) S. 13° 44' 55" W., 44.79 feet (*Deed* S. 15° 50' 44" W., 44.50 feet), to a 3/8" iron rod found, for a corner of this tract;
- 7) S. 72° 48' 13" E., 500.13 feet (*Deed* S. 70° 47' 53" E., 500.61 feet), to a 3/8" iron rod found, being the most northerly, northeast corner of said 111.930 acre tract of land and being the northwest corner of a called 5.0 acre tract of land conveyed in a deed to Paul Goode, being of record in Volume 1999, Page 842, Deed Records of Bell County, Texas, for the most northerly, northeast corner of this tract;

THENCE S. 17° 21' 44" W., 208.87 feet, with an east line of said 111.930 acre tract of land (*Deed* S. 19° 25' 58" W., 208.01 feet) and with the west line of said 5.0 acre tract of land, to a 3/8" iron rod with cap found, being an ell corner of said 111.930 acre tract of land and being the southwest corner of said 5.0 acre tract of land, for an ell corner of this tract;

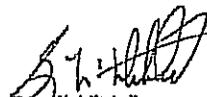
THENCE S. 73° 01' 39" E., 960.31 feet, with the north line of said 111.930 acre tract of land (*Deed* S. 71° 02' 02" E.), with the south line of said 5.0 acre tract of land, and with the south line of said Shawnee McQue, Ltd. Tract of land, to the PLACE OF BEGINNING, containing 109.617 acres of land.

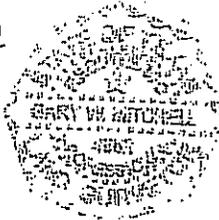
The bearings for the above described tract of land are based the Texas State Plane Coordinate System, NAD 83, Central Zone, as per GPS observations.

See accompanying drawing.

STATE OF TEXAS	§	KNOW ALL MEN BY THESE PRESENTS, that I, Gary W. Mitchell,
COUNTY OF BELL	§	Registered Professional Land Surveyor, do hereby certify that I did cause to be surveyed on the ground the above described tract of land and to the best of my knowledge and belief, the said description is true and correct.

IN WITNESS THEREOF, my hand and seal this the 6th day of March, 2007, A. D.


 Gary W. Mitchell
 Registered Professional
 Land Surveyor, No. 4982



SCALE: 1" = 200'

CLEAR CREEK ROAD

S 71°41'34" E - 86.52
(DEED S 71°02'02" E)

(DEED S 19°10'40" W - 1187.07)
S 18°31'09" W - 1186.68

N 72°15'26" W - 83.17
(DEED N 71°35'55" W)

(16)

2.312
ACRES

WARREN
0.834 AC
2103/35

STA: 48+98.72
OFFSET: 70.00 R

N 18°21'25" E - 1187.49

(17)

STA: 80+84.22
OFFSET: 70.00 R

(21)

PAUL GOODE
5.0 ACRE
1999/842

GRANTOR
DONLIE McMULLIN
2.312 ACRE

UNITED STATES OF AMERICA
(FORT HOOD)
509/23

109.618 ACRES REMAINING
DONLIE McMULLIN
2963/285

- ⊙ = 1/2" IR W/CAP SET
- = 3/8" IR FND

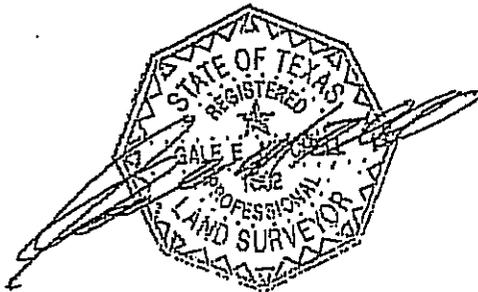


EXHIBIT 2

Exhibit A1
[Handwritten Signature]

(DEED N 182°00' E 140.73')
N 18°59'22" E 1487.56'

N 157°56'01" E 37.32'
(DEED N 157°56'01" E 37.32')
S 72°16'30" E 322.61'
(DEED S 72°16'30" E 322.61')

S 71°26'53" E 578.57'
(DEED S 71°26'53" E 578.57')

S 42°50'17" E 650.64'
(DEED S 42°50'17" E 650.64')

S 69°25'52" E 998.02'
(DEED S 69°25'52" E 998.02')

WARRANTY OF TITLE TO THE S.W. 1/4 OF SEC. 11, T. 11 N., R. 11 W., S. 11 E., 111 1/2

111.883 Ac.

S 15°56'15" W 44.76'
(DEED S 15°56'15" W 44.76')

S 70°19'44" E 500.23'
(DEED S 70°19'44" E 500.23')

205.11'
S 71°15'17" W 104.15'
(DEED S 71°15'17" W 104.15')

N 71°35'55" W 3498.87'
(DEED N 71°35'55" W 3498.87')

MOHAWK ROAD
(1/2 IN. CONVEYANCE ROAD)

1/2 IN. CONVEYANCE ROAD

EXHIBIT 2

AMENDMENT TO AGREEMENT

STATE OF TEXAS

COUNTY OF CORYELL

On or about April 30, 2007, the parties entered into an agreement pertaining to the exchange of real property acquired in Bell County by the Copperas Cove Economic Development Corporation (EDC) with property to be conveyed by the United States (Fort Hood) to the City of Copperas Cove, Texas (City). The land swap has now cleared Congress and is ready to be consummated. The EDC is required to convey the property at this time to the City pursuant to said Agreement.

The Parties agree that in the unlikely event that Fort Hood does not convey the "land swap" property to the City of Copperas Cove within 90 days of the date the EDC conveys the Bell County property to the City, the EDC shall have the right to demand that the City convey the Bell County "swap" property back to the EDC, without any further consideration to either party.

The City and the EDC agree that this Agreement is binding on all parties hereto, their successors and assigns.

Executed this _____ day of _____, 2009.

CITY OF COPPERAS COVE

**COPPERAS COVE ECONOMIC
DEVELOPMENT CORPORATION**

Andrea Gardner, City Manager

Dan Yancey, EDC Board Chairman

ATTEST:

ATTEST:

Jane Lees, City Secretary

Ray Don Clayton, Secretary

EXHIBIT 3

City of Copperas Cove City Council Agenda Item Report May 5, 2009

Agenda Item No. J-1

Contact – William K. Hall, Copperas Cove Country Opry, 634-1184
edficinc@earthlink.net

SUBJECT: Copperas Cove Country Opry second quarter report for FY 2008-09.

1. BACKGROUND/HISTORY

The Copperas Cove Country Opry has a Hotel Occupancy Tax Agreement with the City of Copperas Cove to provide performing arts events. The Copperas Cove Country Opry is responsible for providing quarterly tourism financial reports on the performance of the arts activities that are conducted to generate tourism and provide performing arts events for the City of Copperas Cove. Moreover, each quarterly report shall be accompanied by a performance report outlining both quantitative and qualitative data pertaining to activities of the Opry.

2. FINDINGS/CURRENT ACTIVITY

See attached report.

3. FINANCIAL IMPACT

None.

4. ACTION OPTIONS/RECOMMENDATION

None.

**Copperas Cove Country Opry
Income and Expense Report
for January 2009 - March 2009**

Income			
			Amount
Sponsorships			\$ 610.00
BOD Donation			1,465.00
Tickets			756.00
Food			476.50
Total income			\$ 3,307.50
Reimbursable Expenses			
Entertainment			\$ 1,000.00
Advertising			-
Total Requested for Reimbursement			\$ 1,000.00
Other Additional Expenses			
Entertainment			\$ 2,000.00
Bank changes			18.00
Supplies			22.00
			-
			-
Total			\$ 2,040.00
Net After City Reimbursement			\$ 267.50
Performance Measures			
Event	# of Participants	# of Patrons	# of Hotel Rooms Booked
Jan 09	15	21	3
Feb 09	13	36	2
Mar 09	15	51	1

City of Copperas Cove City Council Agenda Item Report May 5, 2009

Agenda Item No. J-2
Contact – Marty Smith, President,
Copperas Cove Chamber of Commerce, 547-7571
president@copperas-cove.com

SUBJECT: Chamber of Commerce first quarter report for calendar year 2009.

1. BACKGROUND/HISTORY

The Chamber of Commerce has an agreement with the City of Copperas Cove to promote the City and bring visitors, tourists, and new families into our City. The City in return funds part of the Chamber's Tourism Budget from the City's Hotel Motel Tax Fund. The Chamber is responsible at the end of each quarter to report to the City Council on how these funds have been used.

2. FINDINGS/CURRENT ACTIVITY

The Chamber of Commerce report shows the increase in visitors, dollars spent in our City, and the increase in people moving into our City to live, work, and play. The Chamber has done an outstanding job in promoting our City above and beyond the funds received from Hotel Occupancy Tax collections.

3. FINANCIAL IMPACT

The Chamber's Tourism Programs, active interaction with other organizations and chambers, and wide distribution of our brochures bring more dollars into the community each year.

4. ACTION OPTIONS/RECOMMENDATION

The Chamber of Commerce staff recommends the City Council accept the attached report that complies with the active agreement with the City of Copperas Cove.



Copperas Cove Chamber of Commerce Hotel Motel Tax 2009 Budget vs. Actual

	2009 Chamber Budget	2009 1st Quarter Actual	2009 2nd Quarter Actual	2009 3rd Quarter Actual	2009 4th Quarter Actual	Year to Date 2009	
Advertising	35,000.00	5,319.60					
Bank Fees	800.00	62.00					
Bike Run Central Texas (All Exp.)*	31,000.00	1,552.74					
Festivals (All Expenses)*	55,025.00	187.51					
Gen. & Admin Svc	34,853.00	5,116.87					
Professional Svc	4,900.00	2,022.50					
Promotional Support	13,500.00	3,176.48					
Public Relations	10,875.00	132.32					
Supplies/Printing/Postage	6,800.00	1,853.00					
Tourism Event Entertainment	14,150.00	1,000.00					
Tourism Salaries	92,823.50	18,316.27					
Chamber 2009 Budget	299,726.50	38,739.29					
2009 City Hotel/Motel Tax Funds Commitment	150,000.00	37,500.00					
Difference in Budgets	\$ (149,726.50)	\$ (1,239.29)					

Festivals & Bike Run Central Texas*- This does not include advertising dollars for these events; advertising dollars for these events is allocated in advertising category.

The overage in the budget is paid out of the Chamber "Operating Fund".

Tourism Event Performance Indicators		2008	2008	2009 As of 1st Quarter			
	2008	2008					
	Participants	Hotel Rooms			Participants	Hotel Rooms	
Rabbit Fest	80,000+	46			0	0	
Bike/Run Central Texas	1435	274			420	291	
Ogletree Gap Fest	5800	18			0	0	
Other	630	172			348	80	
Tourism Bureau Performance Indicators		2008 Actual	2009 Projected	2009 Actual			
	2008 Actual	2009 Projected	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Total
Website Hits	2077465	2776895	441490				
Membership	426	432	438				
Relocation Requests	538	445	24				
Welcome Bags	7137	6500	971				
Visitors Bureau	4421	4200	459				

City of Copperas Cove City Council Agenda Item Report

MAY 5, 2009

Agenda Item No. J-3

Contact – Mike Heintzelman, Deputy Chief of Police - 547-4274
mheintzelman@ci.copperas-cove.tx.us

SUBJECT: Presentation update from the Copperas Cove Animal Advisory Committee.

1. BACKGROUND/HISTORY

The Copperas Cove Animal Shelter Advisory Committee was approved by City Council on June 21, 2005.

2. FINDINGS/CURRENT ACTIVITY

Since the creation of the Advisory Committee, quarterly meetings have been conducted which allowed for public comments concerning Animal Control and the City ordinance that governs such. During the meeting conducted on April 14, 2009, discussion was heard concerning possible changes to the City ordinance. Staff will be proposing a future Council Workshop to discuss the recommended changes.

3. FINANCIAL IMPACT

None.

4. ACTION OPTIONS/RECOMMENDATION

None.