



**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 **6th day of July 2010 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. Employee Service Awards. **Andrea M. Gardner, City Manager**
 - Michael Ramminger, Fire Department Battalion Chief – 5 years
 - Valerie Reynolds, Library Assistant III – 10 years
 - Christian Cox, Firefighter/EMT – 10 years
 - Carroll Merrell, Utility Department Meter Reader – 15 years
 - Jerry D. Hardcastle, Water Department Heavy Equipment Operator – 20 years
2. U.S. Army Reserve recognition to the City of Copperas Cove. **Andrea M. Gardner, City Manager**

F. CITIZENS FORUM – At this time, citizens will be allowed to speak for a length of time not to exceed five minutes per person. Thirty minutes total has been allotted for this section. Pursuant to §551.042 of the Texas Open Meetings Act, any deliberation or decision about the subject of inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.

G. CONSENT AGENDA – All matters listed under this item are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and considered separately.

1. Consideration and action on approving the minutes from the workshop council meeting on June 15, 2010. **Jane Lees, City Secretary**
2. Consideration and action on approving the minutes from the regular council meeting on June 15, 2010. **Jane Lees, City Secretary**
3. Consideration and action on final review of a grant application to the U.S. Department of Justice, Office of Justice Programs (OJP) Bureau of Justice Assistance (BJA) FY 2010 Edward Byrne Memorial Justice Assistance Grant (JAG) Program. **Tim Molnes, Police Chief**
4. Consideration and action on granting Council Member Danny Palmer, Position 4, an excused absence from a regular council meeting. **Jane Lees, City Secretary**
5. Consideration and action on authorizing the City Manager to submit a ballot form for the election of an ERCOT Unaffiliated Director to serve on the ERCOT Board. **Andrea M. Gardner, City Manager**
6. Consideration and action on adopting the proposed changes to the By-Laws of the Unity Committee. **Jeffrey M. Stoddard, Unity Committee Chair**

H. PUBLIC HEARINGS/ACTION – None.

I. ACTION ITEMS

1. Discussion on City representation at the upcoming AUSA conference and the annual TML conference. **Kenn Smith, Council Member Position 5**
2. Consideration and action on an ordinance amending Chapter 20 Section 20-26 of the Code of Ordinances of the City of Copperas Cove. **Mike Morton, Chief Building Official**
3. Consideration and action on an ordinance amending Chapter 12 Section 12-4 of the Code of Ordinances of the City of Copperas Cove. **Mike Morton, Chief Building Official**
4. Consideration and action on the Mayor's recommendation for a Council Member to serve on the Records Management Committee. **John Hull, Mayor**
5. Discussion and action on terminating the Hills of Cove Golf Course Food and Beverage Service Contract at the request of the concessionaire and agreeing to accept the lease space payments received from March 16, 2010 through June 15, 2010 as the total due to the City. The City Council

reserves the right to adjourn into Executive Session pursuant to Section 551.071 of the Texas Open Meetings Act. *Tex Gov't Code*, consultations with Attorney during discussion of this item. **Andrea M. Gardner, City Manager**

6. Consideration and Action on an ordinance amending Chapter 16.5-8 of the Code of Ordinances of the City of Copperas Cove. **Andrea M. Gardner, City Manager**

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

K. ITEMS FOR FUTURE AGENDAS

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 evaluation and duties of the City Manager, Andrea M. Gardner.
2. Pursuant to §551.074 of the Open Meetings Act. *Tex. Gov't Code*, Council will meet in Executive Session to deliberate the evaluation and duties of the City Secretary, Jane Lees.

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 _____, July 2, 2010, on the glass front door of City Hall, a place convenient and readily accessible to the general public at all times.

Jane Lees, City Secretary



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

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Notice is hereby given that a **Workshop** of the City of Copperas Cove, Texas will be held on the **6th day of July 2010**, at **6:25 p.m.**, in the City Hall Council Chambers at 507 South Main Street, Copperas Cove, Texas 76522 at which time the following subjects will be discussed:

A. CALL TO ORDER

B. ROLL CALL

C. WORKSHOP ITEMS

1. Presentation and discussion on the Drainage Criteria Manual. **Wesley Wright, P.C., City Engineer**
2. Provide direction to the City Manager on item C-1 above. **Andrea M. Gardner, City Manager.**

D. ADJOURNMENT

City Hall is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to the meeting. Please contact the City Secretary at (254) 547-4221, (254) 547-6063 TTY, or FAX (254) 547-5116 for information or assistance.

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the Governing Body of the City of Copperas Cove was posted at _____, **July 2, 2010** on the glass front door of City Hall, a place convenient and readily accessible to the general public at all times.

Jane Lees, TRMC, CMC
City Secretary

Drainage Criteria Manual

City Council Workshop
July 7, 2010

Wesley Wright, P.E.
City Engineer

Workshop Topics

- ▶ History
 - ▶ Overview
 - ▶ Draft Ordinance Policy
 - ▶ Considerations
 - ▶ Recommendations
- 

History

- ▶ Drainage Master Plan
 - Set drainage Design Criteria
 - Identified Existing Problems
 - Recommended Improvements
 - Commissioned in 1981
 - Completed in 1983
 - Formally Adopted in 1996

History

- ▶ Drainage Utility Study
 - October 1996
 - Identification of Existing Problems
 - Recommended Capital Improvements
 - Not a Drainage Master Plan or Criteria Update

History

- ▶ Walker, Wiederhold, & Associates
 - Contracted in September 2005
 - Inventory of Existing Drainage Structures – October
 - Watershed Modeling of Major Basins – October
 - Phase II Storm Water Permit – completed
 - Drainage Criteria Manual – tonight's agenda

History

- ▶ Land Disturbance Ordinance and Drainage Criteria Manual Committee
 - Established October 13, 2009
 - Charlie Youngs, Council Member
 - Nelson Helm, Council Appointee
 - Samuel Banks, Council Appointee
 - Gilbert Hancock, Council Appointee
 - Wesley Atkinson, Council Appointee
 - Jamie Clark, Council Appointee
 - Mike Morton, Chief Building Official
 - James Trevino, Assistant Public Works Director

Overview

- ▶ Drainage Criteria Manual – 8 Sections
 - Drainage Policy
 - Technical Criteria
 - Storm Water Runoff
 - Street Flow
 - Inlets
 - Storm Drains
 - Open Channels
 - Culverts
 - Stormwater Management

Overview

- ▶ 100 Year Storm
 - 1% Chance Storm (in any year)
 - Events are NOT Mutually Exclusive
 - FEMA FIRM Base Flood – February 17, 2010
- ▶ A 25 year design WILL flood in a 100 year storm. This does not mean there is necessarily a problem. Policy dictates acceptable risk.

Draft Ordinance Policy

- ▶ 1.1.0 – Introduction
- ▶ 1.2.0 – Drainage Policy
- ▶ 1.2.1 – Application
 - Drainage policy shall govern drainage infrastructure within the corporate limits and ETJ
 - Does not apply to private structures (only city maintained facilities)
 - All plans must be signed and sealed by a licensed professional engineer

Draft Ordinance Policy

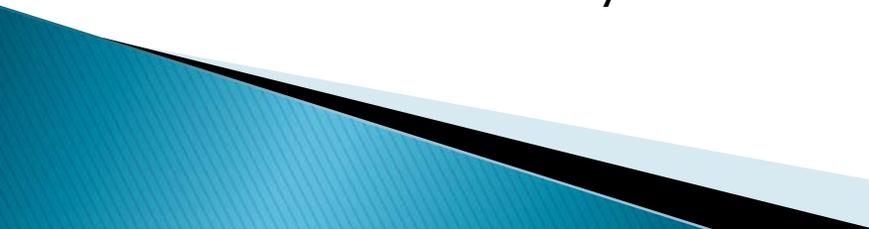
▶ 1.2.2 – General

- No increase in flow with development for the 25 & 100 year storms
 - Current ordinance requires design for only 25 year storm
- 25 year storm within roadway
- 100 year storm within right-of-way
 - No change from current ordinance

Draft Ordinance Policy

- ▶ 1.2.3 – Drainage Flow in Streets
 - No concentrated discharges into streets
 - Currently not addressed

 - ▶ 1.2.4 – Street Cross Flow
 - Valley gutters at intersections only
 - Max 6” of water crossing the street
 - Currently not addressed

 - ▶ 1.2.5 – Allowable Flow at Intersections
 - No more than 6” of water
 - Currently not addressed
- 

Draft Ordinance Policy

- ▶ 1.2.6 – Drainage System
 - Detention pond criteria & specifications
 - Accessibility and slopes
 - Currently not addressed
 - Erosion control, vegetation, rip-rap, slope protection required
 - Currently not addressed
 - Reinforced concrete pipe only beneath pavement
 - Plastic pipe allowed in unpaved areas
 - No change to current requirements

Draft Ordinance Policy

- ▶ 1.2.6 – Drainage System Continued
 - Channel design (earth & concrete)
 - 100yr storm must be contained within channel limits
 - Currently 25/50yr design required
 - Vegetation must be established
 - No change to current ordinance
 - Establish acceptable easement widths & locations
 - Currently not addressed
 - Storm drains
 - Between lots – to be minimized
 - Along the rear of lots – not allowed
 - Currently not addressed

Draft Ordinance Policy

▶ 1.2.7 – Computations

- Must be provided
- Methods

▶ 1.2.8 – Stormwater Detention

- Pre-developed peak flow from 25yr storm shall not be increased
 - No change from current criteria
- 100yr storm will be contained within the pond
 - Currently on 25yr detention required

Draft Ordinance Policy

- ▶ 1.2.8 – Stormwater Detention
 - Ability to waive detention
 - If area is part of a regional detention pond
 - If directly adjacent to a water course with sufficient capacity to handle the 100yr storm
 - If detention would adversely affect the downstream conditions.
 - Available capacity downstream alone will not be justify relief from detention requirements
 - New provision

Draft Ordinance Policy

- ▶ 1.2.9 – Floodplain Management
 - Prohibits arbitrary changes to floodplain limits
 - NOT a revision to Floodplain Ordinance
 - Recently adopted City of Copperas Cove Floodplain Ordinance will govern
 - Discusses FEMA map change issues
 - Standard FEMA procedures

Draft Ordinance Policy

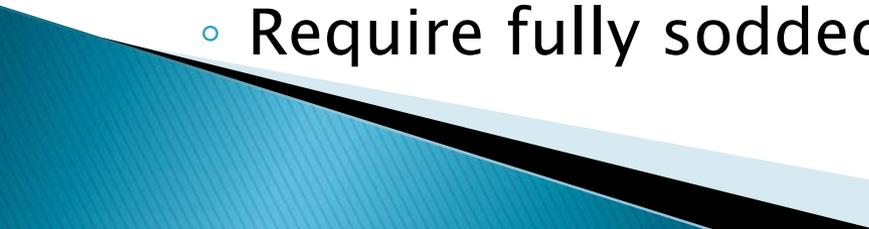
▶ 1.2.10 – Lot Grading

- Detailed site grading plans required
 - Elevations for all corners
 - Proposed finished floor elevations
 - Final contours
 - Swales
 - Dramatically reduces lot to lot drainage
 - Cumulative flow on a single lot may not be greater than the flow generated from a total of 2 lots
 - Lots may drain front to back / back to front
 - Lots may not drain side to side / parallel to the road
- All new requirements

Draft Ordinance Policy

- ▶ 1.2.11 – Erosion Control
 - Erosion control plans & Storm Water Pollution Prevention Plans must be provided
 - Address erosion during and after construction
 - Reduce sedimentation
 - TCEQ requirements must be followed
 - City's Storm Water Management Program must be followed
 - Erosion control (i.e. silt fence, sod, curlex) must be provided on newly developed lots as a condition of acceptance

Considerations

- ▶ Floodplain
 - Prohibit all development within the limits of the 100yr floodplain?
 - ▶ Lot Grading
 - Absolutely no lot to lot grading?
 - Require lot benching prior to building permit?
 - Require grade certifications after construction?
 - ▶ Erosion Control
 - Curlex/Silt Fence behind all curbs?
 - Require fully sodded yards?
- 

Recommendations

- ▶ Questions, comments, concerns from Council?
 - ▶ Move forward with adoption?
- 

Drainage Criteria Manual

City Council Workshop
July 7, 2010

Wesley Wright, P.E.
City Engineer

**CITY OF COPPERAS COVE
CITY COUNCIL WORKSHOP MEETING MINUTES
June 15, 2010 – 6:00 P.M.**

A. CALL TO ORDER

Mayor John Hull called the workshop meeting of the City Council of the City of Copperas Cove Texas to order at 6:00 p.m.

B. ROLL CALL

John Hull
Cheryl L. Meredith
Charlie D. Youngs
Gary L. Kent
Danny Palmer
Kenn Smith
Frank Seffrood

ALSO PRESENT

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

C. WORKSHOP ITEMS

1. Presentation and discussion on updates to the 2010-2014 CIP. **Andrea M. Gardner, City Manager**

Ms. Gardner explained that the CIP document was adopted October 2009, but should be updated annually before the budget is presented to City Council. Only projects that have changes will be discussed in the presentation, which is attached and made a part of these minutes.

Current projects discussed included the following:

- Move South 1st Street reconstruction from 2011 to 2012.
- Move West Avenue F reconstruction from 2011 to 2012.
- The Pass Through Financing application for the Southeast Bypass is now broken down. The City will submit a Tiger II application if the Council desires.
- Northeast Bypass is set to let in September 2010. A groundbreaking ceremony will probably be scheduled for August. Debt for this project was issued in May 2010.
- Bradford Drive Extension Phase I – Tax notes were issued in May 2010 for \$165,000.
- Move City park ball field lighting phase from 2011 to 2012 due to waiting for the Parks Needs Assessment to be completed.
- Move Heritage Park playground equipment from 2011 to 2012 due to waiting for the Parks Needs Assessment to be completed.
- Move High Chaparral Park playground equipment from 2011 to 2012 due to waiting for the Parks Needs Assessment to be completed.

- All Parks projects will be packaged together and taken to the voters for approval. This will be a bond proposition on the May 2011 ballot.
- Fire Station #2 relocation will be on the May 2011 ballot. The design and engineering will be moved to 2012.
- Move Library automation system to 2012.
- North Loop Waterline was approved in March or April 2010. The City is currently working with TxDOT and Fort Hood on easements. The Tax Notes for this project were issued in 2010.
- Allen Street waterline upgrade will be deleted from the CIP as a separate project. It will be included in the next project to be discussed.
- The 2010 CDBG project will include Louise Street, South 9th Street, Cove Avenue and the Allen Street waterline upgrade. The grant is for \$250,000 with a match of \$50,000 from the City. The application for this grant will be brought to the City Council at the second meeting in July for approval.
- Add the Northeast water line Phase 1 to the CIP. Mr. Lackey from River City Engineering has begun design on this project because it was included in another project packaged with other things last year.
- Add the Northeast water line Phase II to include a 7-mile ground storage tank with a 1.6 MG pre-stressed concrete shell.
- Still acquiring easements for the Northeast Sewer Line Phase 1. Bonds have been issued as 2010 GO bonds.
- The bonds have been issued as 2010 GO bonds for the Northeast sewer line Phase II.
- Move Compost construction renovations to 2012.
- Move the NWWWTP land purchase to 2013 due to funding constraints.
- Colorado Drive stem wall project was submitted to FEMA. The City is waiting to hear from them on the status of this project. Hopefully within the next 60 days the City will know whether Congress will appropriate additional funds. In the meantime, the project is moved from 2011 to 2012 to await the FEMA decision.
- Move Hughes Gardens drainage improvements from 2011 to 2012 to provide financial relief for the City of Copperas Cove.
- Move Caddy Shack renovations from 2011 to 2012 due to funding issues.
- City staff recommends deleting the Pro shop meeting room project.
- Add effluent storage pond to 2011 to help with water capacity for effluent water used to water the golf course.

Future projects for 2015-2019 included the following:

- 30 in waterline Phase II.
- 30 in waterline Phase III.
- Mountain Top pressure plain water.
- Mickan Mountain elevated storage tank.
- Clear Creek water line.

Parks & Recreation projects included the following:

- Upgrade effluent output - water line from Type 2 to Type 1
- Spray park at golf course

Potential project discussed:

- Downtown Event Parking – demolish the older Police Department building to provide downtown event parking. The building is not structurally sound.

2. Provide direction to the City Manager on item C-1 above. Andrea M. Gardner, City Manager
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Council Member Youngs proposed a splash pool similar to the one in Belton, along with a Hike & Bike Trail for 2013. He said it could be located on the east side where there is a large area of growth behind the Industrial Park. Ms. Gardner requested that the project be added to the future projects list this year and place it in the CIP next year. The Council concurred.

D. ADJOURNMENT

There being no further business, Mayor Hull adjourned the meeting at 6:58 p.m.

John Hull, Mayor

ATTEST:

Jane Lees, City Secretary

**CITY OF COPPERAS COVE
CITY COUNCIL REGULAR MEETING MINUTES
June 15, 2010 – 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. Jody Jones, Robertson Baptist Church, gave the Invocation and Mayor Hull led the Pledge of Allegiance.

C. ROLL CALL

John Hull
Cheryl L. Meredith
Charlie D. Youngs
Gary L. Kent
Danny Palmer
Kenn Smith
Frank Seffrood - Absent

ALSO PRESENT

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

D. ANNOUNCEMENTS

Mayor Hull said that he wished to thank Chuck Downard for his service on the City Council from March 2009 through June 2010. Ms. Gardner presented Mr. Downard with a picture and a city flag. Mr. Downard said he enjoyed his time on the Council.

Mayor Hull announced that a KCCB waterway cleanup is scheduled for Saturday, June 26, 2010 for City Park pond and creek. Volunteers should meet at the pond at 7:30 a.m. for coffee and donuts. The cleanup will begin at 8:00 a.m. Free T-shirts and re-useable shopping bags will be given to all who participate.

City Manager Gardner announced that there would be a public hearing on State Highway 9 (Northeast Bypass) on June 21, 2010 at 6:00 p.m. at the Police Department.

E. PUBLIC RECOGNITION

F. CITIZENS' FORUM – None.

G. CONSENT ITEMS

1. Consideration and action on approving the minutes from the regular council meeting on June 1, 2010. ***Stefanie Brown, Deputy City Secretary***

3. Consideration and action on authorizing the City Manager to execute a letter revising the City's designated representative for the Electric Reliability Council of Texas, Inc (ERCOT). **Andrea M. Gardner, City Manager**

4. Consideration and action on authorizing the City Manager to submit a ballot form for the election of an ERCOT Unaffiliated Director to serve on the ERCOT Board. **Andrea M. Gardner, City Manager**

Council Member Palmer requested removal of item G-2 from the consent agenda for further discussion.

Council Member Meredith made a motion to approve G-1, G-3, and G-4 as presented. Council Member Kent seconded the motion, and with a unanimous vote, motion carried.

2. Consideration and action on a resolution authorizing continued participation with the steering committee of cities served by Oncor; and authorizing the payment of 10 cents per capita to the steering committee to fund regulatory and related activities related to Oncor Electric Delivery Company LLC. **Andrea M. Gardner, City Manager**

After Council Member Palmer asked several questions, he made a motion to approve item G-2 as presented. Council Member Smith seconded the motion, and with a unanimous vote, motion carried.

H. PUBLIC HEARINGS/ACTION

1. Public hearing and action on an ordinance amending the 2009-10 fiscal year budget for the City of Copperas Cove. **Andrea M. Gardner, City Manager**

Andrea M. Gardner, City Manager, gave an overview of agenda item H-1. The overview included the City Manager notifying the governing body that a portion of the funds, if appropriated for the Budget Director position, may be utilized for an executive search to be completed. An executive search would help ensure sufficient quality applicants are available for selection to fill the position.

Mayor Hull opened the public hearing at 7:20 p.m.

Speaking for: None.

Speaking Against: None.

Council Members Smith and Kent asked several questions regarding the funds requested for elections and scanners for municipal court. Council Member Palmer asked if the budget amendment gives an additional \$32,000 for Civic Center renovations. Ms. Gardner replied that the amendment only appropriates the money so that the Community Services Director can go out for bids on the project.

Mayor Hull closed the public hearing at 7:29 p.m.

Council Member Youngs made a motion to approve Ordinance No. 2010-25 as presented. Council Member Meredith seconded the motion and a roll call vote was taken as follows:

Cheryl L. Meredith	Aye
Charlie D. Youngs	Aye
Gary L. Kent	Aye
Danny Palmer	Nay
Kenn Smith	Aye

Motion carried four to one.

The ordinance caption is as follows:

ORDINANCE NO. 2010-25

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, 2009, AND ENDING ON SEPTEMBER 30, 2010; REPEALING ALL ORDINANCES AND APPROPRIATIONS IN CONFLICT WITH THE PROVISIONS OF THIS ORDINANCE; AND ESTABLISHING A SAVINGS CLAUSE AND AN EFFECTIVE DATE.

I. ACTION ITEMS

1. Consideration and action on the appointment of members to the Keep Copperas Cove Beautiful Commission. ***Silvia Rhoads, Executive Director, Keep Copperas Cove Beautiful***

Silvia Rhoads, Executive Director of Keep Copperas Cove Beautiful, gave an overview of agenda item I-1.

Council Member Smith made a motion to appoint Elizabeth Sherman to the Keep Copperas Cove Beautiful Commission. Council Member Palmer seconded the motion, and with a unanimous vote, motion carried.

2. Consideration and action on authorizing the City Manager to enter into an amendment to the municipal solid waste transportation agreement with Comal Transportation L.L.C. ***Michael Mundell, Superintendent of Solid Waste***

Michael Mundell, Superintendent of Solid Waste, gave an overview of agenda item I-2.

Council Member Palmer made a motion to authorize the City Manager to enter into an amendment to the municipal solid waste transportation agreement with Comal Transportation L.L.C for two more years. Council Member Meredith seconded the motion, and with a unanimous vote, motion carried.

3. Consideration and action on authorizing the City Manager to enter into an amendment to the municipal solid waste disposal agreement with Waste Management of Texas Inc. ***Michael Mundell, Superintendent of Solid Waste***

Michael Mundell, Superintendent of Solid Waste, gave an overview of agenda item I-3.

Council Member Palmer made a motion to authorize the City Manager to enter into an amendment to the municipal solid waste disposal agreement with Waste Management of Texas Inc for two more years. Council Member Smith seconded the motion, and with a unanimous vote, motion carried.

4. Consideration and action on an ordinance rescinding Personnel Policy No. 910, Travel Policy. **Kelli Sames, Human Resources Director**

Kelli Sames, Human Resources Director, gave an overview of agenda item I-4.

Council Member Smith made a motion to approve Ordinance No. 2010-24 as presented. Council Member Palmer seconded the motion, and with a unanimous vote, motion carried.

The ordinance caption is as follows:

ORDINANCE NO. 2010-24

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, RESCINDING EMPLOYEE PERSONNEL POLICY NO. 910, TRAVEL POLICY AND DECLARING AN EFFECTIVE DATE.

5. Consideration and action on amending an ordinance to include the City of Copperas Cove Travel Policy as part of Chapter 2, Administration, Article V, Financial Procedures and Fiscal Policy; providing a severability clause; providing a savings clause; and declaring an effective date. **Andrea M. Gardner, City Manager**

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

Council Member Palmer made a motion to approve Ordinance No. 2010-27 as presented. Council Member Meredith seconded the motion, and with a unanimous vote, motion carried.

The ordinance caption is as follows:

ORDINANCE NO. 2010-27

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, AMENDING THE CODE OF ORDINANCES, CHAPTER 2, ADMINISTRATION, ARTICLE V, FINANCIAL PROCEDURES AND FISCAL POLICY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND DECLARING AN EFFECTIVE DATE.

6. Consideration and action on an ordinance amending Personnel Policy No. 022, Equal Employment Opportunity. **Kelli Sames, Human Resources Director**

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

Council Member Meredith made a motion to approve Ordinance No. 2010-28 as presented. Council Member Kent seconded the motion, and with a unanimous vote, motion carried.

The ordinance caption is as follows:

ORDINANCE NO. 2010-28

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, APPROVING THE ATTACHED PERSONNEL POLICIES AND PROCEDURES OF THE CITY OF COPPERAS COVE BY REPEALING THE CURRENT PERSONNEL POLICY, NO. 022, (EQUAL EMPLOYMENT OPPORTUNITY) AND REPLACING THE EXISTING POLICY WITH A REVISED PERSONNEL POLICY, NO. 022, (EQUAL EMPLOYMENT OPPORTUNITY) AND RATIFYING THE REMAINING SECTIONS OF THE PERSONNEL POLICIES AND PROCEDURES MANUAL; AND DECLARING AN EFFECTIVE DATE.

7. Consideration and action on an ordinance adopting a new Personnel Policy No. 021, Requests for Accommodation. ***Kelli Sames, Human Resources Director***

Kelli Sames, Human Resources Director, gave an overview of agenda item I-7.

Council Member Palmer made a motion to approve Ordinance No. 2010-29 as presented. Council Member Smith seconded the motion, and with a unanimous vote, motion carried.

The ordinance caption is as follows:

ORDINANCE NO. 2010-29

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, ADOPTING EMPLOYEE PERSONNEL POLICY NO. 021, REQUESTS FOR ACCOMMODATION AND DECLARING AN EFFECTIVE DATE.

8. Consideration and action on a resolution authorizing the City Manager to execute an Advance Funding Agreement with TxDOT for voluntary utility relocation for the State Highway 9 project and release funds to TxDOT no earlier than forty five (45) days prior to the date set for receipt of the construction bids. ***Andrea M. Gardner, City Manager***

Andrea M. Gardner, City Manager, gave an overview of agenda item I-8.

Council Member Meredith made a motion to approve Resolution No. 2010-24 as presented. Council Member Kent seconded the motion, and with a unanimous vote, motion carried.

The resolution caption is as follows:

RESOLUTION NO. 2010-24

A RESOLUTION TO AUTHORIZE THE CITY MANAGER OF THE CITY OF COPPERAS COVE TO EXECUTE AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION TO CONTRIBUTE FUNDS FOR THE VOLUNTARY UTILITY RELOCATION OF WATER AND WASTEWATER LINES AT THE PROPOSED STATE HIGHWAY 9 FROM FM 116 TO US 190.

9. Consideration and action on authorizing the City Manager to execute a contract with TTG Utilities, LP for the Community Development Block Grant (CDBG) Water System Improvements Project. **Robert M. McKinnon, Public Works Director**

Robert M. McKinnon, Public Work Director, gave an overview of agenda item I-9.

Council Member Kent made a motion to authorize the City Manager to execute a contract with TTG Utilities, LP for the Community Development Block Grant (CDBG) Water System Improvements Project. Council Member Palmer seconded the motion, and with a unanimous vote, motion carried.

10. Discussion and possible action on appointing additional members to an ad hoc committee for the purposes of reviewing Chapter 3 of the City of Copperas Cove Code of Ordinances and to provide written guidance from the Council to the ad hoc committee. **Andrea M. Gardner, City Manager**

Andrea M. Gardner, City Manager, gave an overview of agenda item I-10.

Council Member Meredith made the following motion regarding the Animal Rescue Committee and the Committee to Review Chapter 3 of the Code of Ordinances:

1. A city staff member is requested to attend all committee meetings and be a voting member on both committees.
2. Meetings are to be held on the second and fourth Tuesday of the month so as to not conflict with City council meetings and Council Members may attend if they wish to do so.
3. The Animal Advisory Board should be invited to attend the meetings.
4. A veterinarian should be appointed to be on the committees.
5. The City Attorney should provide legal assistance and comments for the committee and review the final draft prior to being brought to council for approval. The committee recommendations should be provided to the City Attorney and the Animal Advisory Board by July 5, 2010, with the final approval by the City Council on August 5, 2010.
6. All meetings from this point forward should be recorded or televised.

Council Member Palmer seconded the motion, and with a unanimous vote, motion carried.

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

K. ITEMS FOR FUTURE AGENDAS – None.

Council Member Smith requested that City Council attendance at AUSA and TML be discussed at the next meeting. Council Members Palmer and Meredith agreed.

Council Member Palmer requested an excused absence for the July 6, 2010 regular council meeting, and that an item requesting the absence is placed on the July 6, 2010 agenda. Council Members Youngs and Smith agreed.

Council Member Kent requested that the local clergy and the Police Chief team up and create an advisory committee to discuss safety during community events. Council Members Smith and Meredith agreed.

L. EXECUTIVE SESSION

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

The Council adjourned to Executive Session at 8:08 p.m.

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

Council reconvened into open session at 8:26 p.m. Mayor Hull announced that there was no action to be taken as a result of Executive Session.

N. ADJOURNMENT

There being no further business, Mayor Hull adjourned the meeting at 8:27 p.m.

John Hull, Mayor

ATTEST:

Jane Lees, City Secretary

City of Copperas Cove

City Council Agenda Item Report

July 6, 2010

Agenda Item No. G-3

Contact – Tim Molnes, Police Chief, 547-8222
tmolnes@ci.copperas-cove.tx.us

SUBJECT: Consideration and action on final review of a grant application to the U.S. Department of Justice, Office of Justice Programs (OJP) Bureau of Justice Assistance (BJA) FY 2010 Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

1. BACKGROUND/HISTORY

On May 18, 2010, Council approved a resolution authorizing and supporting the submission of a grant application to the U.S. Department of Justice Programs (OJP), Bureau of Justice Assistance (BJA) FY 2010 Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

2. FINDINGS/CURRENT ACTIVITY

As part of the grant application 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 June 30, 2010. The grant application was submitted on June 8, 2010. BJA will be notified that the review has taken place.

Another part of the application process requires the City to provide an opportunity for public comment on the application. The manner in which the application process is completed is left to the applicant. Staff accomplished the requirements by placing the notification of the grant application, the grant's purpose, and amount of funding available on the City's website, public access channel, as well as notices in the local newspaper. No public comment was received.

3. FINANCIAL IMPACT

Funding is not required other than the purchase of the public notices in the local newspaper.

4. ACTION OPTIONS/RECOMMENDATION

City staff recommends City Council provide final review to meet the requirements of a grant application to the U.S. Department of Justice Programs (OJP), Bureau of Justice Assistance (BJA) FY 2010 Edward Byrne Memorial Justice Assistance Grant (JAG) Program.



**BJA FY 10 Edward Byrne Memorial Justice Assistance
Grant (JAG) Program Local Solicitation 2010-H5407-TX-DJ**



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Asked Questions](#)

Submit Application

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Your application for the BJA FY 10 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Local Solicitation has been successfully submitted. You will no longer be able to edit any information submitted. However, you can log in any time to view the application information.

[Log Off](#)

You will be contacted by the Program Office when your application is processed or any other action is required by you.



BJA FY 10 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Local Solicitation 2010-H5407-TX-DJ



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	APPLICATION FOR FEDERAL ASSISTANCE	2. DATE SUBMITTED	Applicant Identifier
	1. TYPE OF SUBMISSION Application Non-Construction	3. DATE RECEIVED BY STATE	State Application Identifier
		4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier
5. APPLICANT INFORMATION			
	Legal Name City of Copperas Cove	Organizational Unit Copperas Cove Police Dept.	
	Address 507 S. Main Street Copperas Cove, Texas 76522-2241	Name and telephone number of the person to be contacted on matters involving this application Forester, Cheryl (254) 547-8222	
	6. EMPLOYER IDENTIFICATION NUMBER (EIN) 74-6022216	7. TYPE OF APPLICANT Municipal	
	8. TYPE OF APPLICATION New	9. NAME OF FEDERAL AGENCY Bureau of Justice Assistance	
	10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 16.738 CFDA EDWARD BYRNE MEMORIAL JUSTICE TITLE: ASSISTANCE GRANT PROGRAM	11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT FY 2010 JAG Programs	
12. AREAS AFFECTED BY PROJECT City of Copperas Cove and Coryell County			
	13. PROPOSED PROJECT Start Date: October 01, 2009 End Date: September 30, 2013	14. CONGRESSIONAL DISTRICTS OF a. Applicant b. Project TX31	
	15. ESTIMATED FUNDING	16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?	
	Federal \$13,048	Program has not been selected by state for review	
	Applicant \$0		
	State \$0		

Local	\$0	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? N
Other	\$0	
Program Income	\$0	
TOTAL	\$13,048	
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS REQUIRED.		

Continue

Application # 2010-H5407-TX-DJ
City of Copperas Cove / Coryell County
Program Narrative – Attachment 1

As a disparate jurisdiction, the City of Copperas Cove and the County of Coryell are pleased to submit this joint request for funding. A Memorandum of Understanding has been executed and signed by both entities to share the eligible allocation of \$13,048 with the City of Copperas Cove receiving \$6,524 and Coryell County receiving \$6,524. The City of Copperas Cove will act as the applicant/fiscal agent for this grant and will be responsible for the administration and reporting of expenditures of funds for both entities. The Copperas Cove Police Department along with the City of Copperas Cove Finance Department, after acceptance of the grant award, will set up a separate line item account for reimbursement of expenditures of these funds. All funds will be tracked, accounted for, reported, and maintained separately from other federal funding and not commingled with funds from any other source.

City of Copperas Cove

The City of Copperas Cove Police Department will utilize their share of the eligible allocation for the implementation of the Protecting the Guardians Ballistic Shields Program. This program will allow for the purchase of ballistic shields that will provide increased officer safety by providing them with increased ballistic protection above and beyond what they currently have. Officers routinely respond to potentially deadly situations involving firearms and have no other means of protecting themselves other than their duty vests, which covers only a limited portion of their bodies. The acquisition of ballistic shields will greatly

increase the area of ballistic protection afforded to officers and will potentially save lives from needlessly being lost.

Coryell County

The Coryell County Sheriff's Office will utilize their share of the eligible allocation for the implementation of the Equipment and Technology Upgrade Program. This program focuses on four purpose areas. (1) The purchase of a new laptop computer with accessories for the Communications Division to be used for dispatcher training. (2) Duty-related equipment for the Patrol Division which includes the purchase of fifteen (15) universal 2-ton compact hydraulic jacks with fifteen (15) 4-way lug wrenches. These equipment purchases will aide patrols in assisting stranded motorists. Also to be purchased are fifteen (15) replacement air canisters for gas masks which are used by responding Deputies in hazardous situations, including but not limited to, methamphetamine drug labs, unknown chemical spills or fuel leaks. (3) Purchasing a portable air condition/air filtering appliance to be used in the Evidence Division for maintaining a cool, dry environment for storing temperature/humidity sensitive evidence and to help filter the air for airborne contaminants. (4) Lastly, an equipment purchase for the Criminal Investigation Division (CID). This will include the purchase of three (3) laptops with accessories, three (3) halogen light stands and one (1) portable 5500-watt generator. The laptops will be utilized for victim/suspect eyewitness statements and documentation. Their mobility and use will enhance CID's ability

Application # 2010-H5407-TX-DJ
City of Copperas Cove / Coryell County
Program Narrative – Attachment 1

to record, maintain and ensure accountability on legal evidentiary statements, photos and reports. The halogen light stands will provide illumination on crime scenes and evidence search areas. The portable generator will be utilized for providing electrical power for the light stands in situations where electricity is not available, such as, rural crime scenes or power loss due to natural disasters.

As a disparate jurisdiction, the City of Copperas Cove and the County of Coryell are pleased to submit this joint request for funding. This grant provides a total eligible allocation of \$13,048. A Memorandum of Understanding has been signed by both entities to share the eligible allocation with the City of Copperas Cove receiving \$6,524 and Coryell County receiving \$6,524 of the eligible allocation. The City of Copperas Cove will act as the applicant/fiscal agent for this grant.

City of Copperas Cove

The City of Copperas Cove Police Department will utilize their share of the 2010 JAG allocated funds for the implementation of the Protecting the Guardians Ballistic Shields Program. Depending on the size, these types of shields offer either complete upper body coverage or full body coverage. They have ballistic viewports to allow the user to maintain visual coverage of possible threats without exposing their head to potential gunfire. The acquisition of multiple shields would ensure that equipment would be readily available to all divisions within the department (Patrol, Criminal Investigations Division, and the Organized Crime Unit). The Protecting the Guardians Ballistic Shields Program would allow for the purchase of the following equipment:

United Shield Level IIIA Ballistic Shield 24"x36"/3 shields	\$2,949
United Shield Level IIIA Ballistic Shield 24"x51"/3 shields	<u>\$3,575</u>
Total Funding Amount City of Copperas Cove Police Department	\$6,524

No matching funds are required under the JAG Program.

Coryell County

The Coryell County Sheriff's Office will utilize their share of the 2010 JAG allocated funds for the implementation of the Equipment and Technology Upgrade Program. This program will allow for equipment purchases to aide in training in the Communications Division; allow the Patrol Division to assist stranded motorists and respond to hazardous chemical situations; maintain temperature/humidity sensitive evidence and filter airborne contaminants in the Evidence Division; and provide the Criminal Investigations Division (CID) with equipment to record, maintain, and ensure accountability on legal evidentiary statements, photos and reports and illuminate crime scenes and evidence search areas.

Application # 2010-H5407-TX-DJ
City of Copperas Cove / Coryell County
Budget and Budget Narrative – Attachment 2

The Coryell County Sheriff's Office Equipment and Technology Upgrade Program would allow for purchase of the following equipment:

Laptop Computer for Communications Division	\$ 900
Jacks, Lug Wrenches, Mask Filters for Patrol Division	\$1,224
Air Conditioner/Filtering Appliance for Evidence Division	\$ 550
Laptops with Accessories, Halogen Lights & Generator for CID	<u>\$3,850</u>
Total Funding Amount for Coryell County Sheriff's Office	\$6,524

No matching funds are required under the JAG Program.

City of Copperas Cove

The City of Copperas Cove received an email notification on April 27, 2010, from the Bureau of Justice Assistance announcing that the local solicitation and funding information had been made available for the 2010 JAG. Governing body approval was received through an agenda item placed on the regularly scheduled meeting held on Tuesday, May 18, 2010, for City of Copperas Cove City Council and governing body approval was received with Resolution No. 2010-21 authorizing and supporting the City Manager in the submission of a grant application for the 2010 JAG along with a Memorandum of Understanding with the County of Coryell to share the total eligible allocation of \$13,048.

The application was made public and an opportunity to comment was provided to citizens and community organizations when the application submission notice was posted on the City's website at www.ci.copperas-cove.tx.us, on the City's public access channel and published in the Copperas Cove Leader Press on Friday, May 21, 2010, Tuesday, May 25, 2010, and Friday, May 28, 2010. Public comment was taken via email, phone, or in person. No public comment was received.

As a disparate jurisdiction, the City of Copperas Cove and the County of Coryell have a Memorandum of Understanding. This grant provides a total eligible allocation of \$13,048. A Memorandum of Understanding has been executed and signed by each jurisdiction's Authorized Representative, agreeing that both entities shall share the eligible allocation of \$13,048 with the City of Copperas Cove receiving \$6,524 and Coryell County receiving \$6,524. The City of Copperas Cove will act as the applicant/fiscal agent for this grant and will be responsible for the administration and reporting of expenditures of funds for both entities in the grant.

Coryell County

Coryell County acting through its governing body, the Commissioners' Court, on May 17, 2010, executed and signed the Memorandum of Understanding with the City of Copperas Cove to share the eligible allocation of \$13,048 with the City of Copperas Cove receiving \$6,524 and Coryell County receiving \$6,524. The Memorandum of Understanding named the City of Copperas Cove the applicant/fiscal agent for this grant.

Application # 2010-H5407-TX-DJ
City of Copperas Cove / Coryell County
Abstract – Attachment 4

City of Copperas Cove (DUNS # 079334116)

PROJECT TITLE: Protecting the Guardians Ballistic Shields Program

The Copperas Cove Police Department anticipates using this grant to finance the Protecting the Guardians Ballistic Shields Program. The ultimate goal of this program is to afford officers an additional/increased means of protecting themselves when responding to calls with a higher probability of violence or when knowledge of firearms already exists. The strategy of implementation of this program will be to acquire ballistic shields as soon as possible once the grant has been awarded. The equipment would then be made immediately available for use after a brief training session was conducted. The use of the shields would also be implemented into our current firearms proficiency program.

Coryell County (DUNS # 152352675)

PROJECT TITLE: Equipment and Technology Upgrade Program

The Coryell County Sheriff's Office is requesting funds to assist in the Equipment and Technology Upgrade Program. The goals of this program are to improve training in the Communications Division, aide the Patrol Division when assisting stranded motorists and when responding to hazardous chemical situations. Additional goals are to improve the storing of evidence in the Evidence Division and to improve and enhance the ability to record, maintain and ensure accountability on legal evidentiary statements, photos and reports in the Criminal Investigations Division with upgraded laptops and equipment to improve crime scene investigations and processing of evidence. The strategy of implementation of this grant will be to purchase the equipment as soon as possible upon award of the grant.

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**

2010 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this 17th day of May, 2010, 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 act as the fiscal agent for this grant and provide the COUNTY \$6,542 from the JAG award for the Coryell County Sheriff's Office Equipment and Technology Upgrade 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 \$6,542 of JAG funds.

Section 2.

COUNTY agrees to use \$6,542 for the Coryell County Sheriff's Office Equipment and Technology Upgrade Program by September 30, 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


Andrea Gardner, City Manager

COUNTY OF CORYELL, TEXAS


John E. Firth, County Judge

ATTEST:


Jane Lees, City Secretary

ATTEST:


Barbara Thompson
County Clerk

APPROVED AS TO FORM:


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

APPROVED AS TO FORM:


Brandon Belt, County 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 18, 2010

Agenda Item No. G-4

Contact – Eddie Wilson, Police Lieutenant, 547-8222

ewilson@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) 2010 Edward Byrne Memorial Justice Assistance Grant (JAG) 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 2010 Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

2. FINDINGS/CURRENT ACTIVITY

Funding from the 2010 Edward Byrne Memorial JAG is a direct type of funding and Copperas Cove was allocated funding in the amount of \$13,048. 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. Coryell County, through the Commissioner's Court, authorized County Judge John Firth to sign the MOU agreeing to split the funding in the grant, which provides the City with \$6,524 and Coryell County with \$6,524, and allows the City of Copperas Cove to act as the fiscal agent for the grant. City Council must now authorize the City Manager to sign the MOU to allow the grant application to be submitted and move forward.

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 June 30, 2010. The grant application will be

completed and submitted prior to the June 30, 2010 deadline and be presented to the City Council for review at the next regularly scheduled meeting set for July 6, 2010. 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 2010 Edward Byrne Memorial JAG application. The manner in which the application process is completed is left to the applicant. Staff is satisfying this requirement 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 police officer safety. The funding will allow for the purchase of ballistic shields.

3. FINANCIAL IMPACT

There is no financial impact associated with the grant.

4. ACTION OPTIONS/RECOMMENDATION

City staff recommends the City Council authorize the mayor to sign a resolution supporting 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) 2010 Edward Byrne Memorial Justice Assistance Grant (JAG) Program and authorize the City Manager to execute a Memorandum of Understanding between the City of Copperas Cove and Coryell County.

RESOLUTION NO. 2010-21

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 2010 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 2010 Edward Byrne Memorial Justice Assistance Grant (JAG). The purpose areas of the 2010 JAG funds are that they may be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information systems for criminal justice, as well as research and evaluation activities that will improve or enhance law enforcement programs related to criminal justice. Some examples include: prosecution and court programs; prevention and education programs; corrections and community corrections programs; drug treatment and enforcement programs; planning, evaluation, and technology improvement programs; and crime victim and witness programs (other than compensation); 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 \$6,524 to the City and \$6,524 to Coryell County for a total of \$13,048 in available grant funding from the Bureau of Justice Assistance (BJA), Office of Justice Programs for the 2010 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 \$13,048 of which the City portion is \$6,524 and the Coryell County portion is \$6,524. 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 2010 Edward Byrne Memorial Justice Assistance Grant (JAG) and the State of Texas and the conditions of the Memorandum of Understanding.

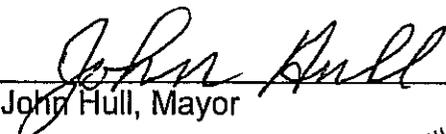
SECTION 5.

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

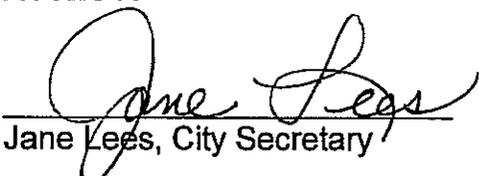
SECTION 6.

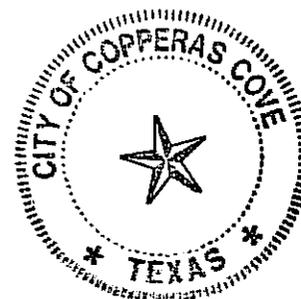
That the City of Copperas Cove, in the event of loss or misuse of the Bureau of Justice Assistance (BJA), Office of Justice Programs 2010 Edward Byrne Memorial Justice Assistance Grant (JAG), will reimburse the Bureau of Justice Assistance (BJA), Office of Justice Programs, the full amount of the City's portion of the grant award.

PASSED, APPROVED, AND ADOPTED on this 18th day of May 2010 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.

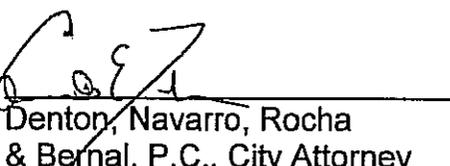

John Hull, Mayor

ATTEST:


Jane Lees, City Secretary



APPROVED AS TO FORM:


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

Texas Review and Comment System

Review

Applicant/Origination Copperas Cove Police Department
Contact Timothy Molnes, Chief
Contact Phone: 254-547-8222

Project Name: EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE PRGM
Copperas Cove Police Department - 16.738

Funding Agency: BJA **SAI/EIS#:** TX-W-20100604-0001-50

Date Received: 06/04/2010

The State of Texas has waived review of this project for the reason or reasons shown below.
Waiver of review does not constitute approval of nor agreement with this project.

Reason for waiver:

Program not selected for review under TRACS.

Denise S. Francis, State Single Point of Contact
Governor's Office of Budget, Planning &
P.O. Box 12428
Austin, TX 78711
(512) 463-8465

City of Copperas Cove

City Council Agenda Item Report

July 6, 2010

Agenda Item No. G-4

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

SUBJECT: Consideration and action on granting Council Member Danny Palmer, Position 4, an excused absence from a regular council meeting.

1. BACKGROUND/HISTORY

The City of Copperas Cove City Charter Sec. 2.07(b)(4), Vacancies, forfeitures, filling of vacancies, states: *“A council member or the mayor shall forfeit his/her office if he/she: (4) fails to attend two (2) consecutive regular meetings unless excused by City Council (said excusal may be obtained before or after the absence occurs) caused by sickness or emergency.”*

2. FINDINGS/CURRENT ACTIVITY

At the June 15, 2010 Council Meeting, Council Member Danny Palmer requested an excused absence for the July 6, 2010 Regular Council Meeting. Per the Council Rules of Meetings and Order of Business, the appropriate number of Council Members concurred with placing the request on the July 6, 2010 regular agenda.

3. FINANCIAL IMPACT

N/A.

4. ACTION OPTIONS/RECOMMENDATION

City staff recommends the City Council take action on the request.

City of Copperas Cove

City Council Agenda Item Report

July 6, 2010

Agenda Item No. G-5

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

SUBJECT: Consideration and action on authorizing the City Manager to submit a ballot form for the election of an ERCOT Unaffiliated Director to serve on the ERCOT Board.

1. BACKGROUND/HISTORY

On June 15, 2010, the Nominating Committee of the ERCOT Board of Directors unanimously selected Laura Doll as an Unaffiliated Director to serve on the Board for a term beginning August 1, 2010, subject to approval by ERCOT Corporate Members and the Public Utility Commission of Texas. The Nominating Committee members include all voting members of the ERCOT Board with the exception of ERCOT Interim President and Chief Executive Officer. The Nominating Committee retained Russell Reynolds Associates, a nationally recognized executive search firm, to assist in the search of a qualified candidate.

2. FINDINGS/CURRENT ACTIVITY

The Board has called a Special Meeting of the Corporate Members for July 15, 2010, for the purpose of voting on the proposed Unaffiliated Director. Thus, ERCOT is seeking Corporate Membership approval to have the vote on the proposed Unaffiliated Director in writing, in lieu of a Special Meeting of the Corporate Members.

The ERCOT Bylaws require Unaffiliated Board Members to have “experience in one or more of the following fields: senior corporate leadership; professional disciplines of finance, accounting, engineering or law; regulation of utilities; risk management; and information technology,” and be independent from any Market Participant to prevent any potential conflict of interest. Texas residents are preferred.

Ms. Doll served as a member of the Board of Governors for California Independent System Operator (ISO). Information regarding her professional experience is included in the attached resume.

3. FINANCIAL IMPACT

No anticipated expenditures as a result of authorizing the City Manager to submit the ballot form.

4. ACTION OPTIONS/RECOMMENDATION

City staff recommends the City Council authorize the City Manager to submit a ballot form for the election of the ERCOT Unaffiliated Director to serve on the ERCOT Board.

Laura R. Doll

SUMMARY

Proven energy executive with leadership, management, policy development and program implementation competencies. Successful public sector tenures at a large municipal electric utility, a state power authority, and a state utility regulatory agency. Private sector experience in energy management consulting, customer service, and energy project development and governmental permitting.

Hands on experience with:

Governmental and public affairs	Electric demand response
Renewable energy and environmental policy	Organizational management
Energy infrastructure	Strategic planning and vision development
Utility regulation	Institutional and stakeholder collaboration

PROFESSIONAL EXPERIENCE

LAURA DOLL CONSULTING, Austin, TX

2009-Present

Sole Proprietor

Providing energy policy, governmental affairs and project management consulting services to municipalities in Texas and California, Texas workforce development boards, and to non-profit agencies and private sector companies in California. In 2010 (through June), assisted the City of Austin in pursuit of Federal funding associated with Recovery Act grant applications for energy efficiency programs for low-income customers, for municipal facilities, and for new mechanisms for energy efficiency retrofit financing. This work resulted in the successful award of approximately \$20 million for the City of Austin in 2010.

Current projects:

- Assisting the Permian Basin Workforce Development Board in a green jobs collaborative development program for West Texas
- Providing advice and support to the Public Sustainability Partnership in California, a non-profit organization dedicated to assisting local governments with the development of programs and policies in support of energy sustainability.

CALIFORNIA INDEPENDENT SYSTEM OPERATOR, Folsom, California

2008-Present

Member of the Board of Governors

The California Independent System Operator (CA ISO) is a not-for-profit public benefit corporation charged with managing the California electric power grid. Key policy issues relate to the implementation of a new nodal pricing system in 2009, grid congestion management, transmission planning, and the integration of renewable energy generation and demand response. The five member Board of Governors is appointed by Governor Schwarzenegger, confirmed by the California Senate, and serves three year staggered terms.

WOODSIDE NATURAL GAS, Santa Monica, California

2007-2009

Vice President, Governmental and Public Affairs

Managed governmental and public affairs for this Australia-based international energy company developing a natural gas deepwater port off the coast of Los Angeles. Project required an extensive permitting process that included federal, state, and City of Los Angeles agencies. Directed the work of a large and geographically distributed team of external political and communications consultants; served as a senior member of the internal executive management team. Project was suspended in February 2008 as a result of changed global market conditions.

- Designed and executed a successful community outreach program and media campaign that gained

- unprecedented strategic local support for the company and the project and neutralized opposition
- Built a strong coalition of organized labor and business stakeholders
- Initiated an innovative regulatory strategy to streamline the local permitting process
- Managed an annual public affairs budget of over \$2.5 million
- Developed and presented key components of Woodside's investor outreach campaign

CALIFORNIA PUBLIC UTILITIES COMMISSION, San Francisco, California

2004-2007

Deputy Executive Director

First Deputy Executive Director for Policy at this state agency with regulatory responsibility over energy, telecommunications, water, and rail transportation industries in California.

- Reporting to Executive Director, served five Commissioners, and worked with state and federal agencies, the Legislature, the Governor's Office and external stakeholders to anticipate regulatory needs and implement appropriate strategies
- Served on 3-person executive management team to provide overall support for the internal operation of the agency with 850 employees and an operating budget of \$100 million annually
- Managed the Strategic Planning Division which was responsible for all major agency policy initiatives
- Managed the Governmental Affairs Division was responsible for state and federal legislative issues and for coordination of interagency relationships
- Implemented new legislation for first statewide video franchising laws in California and developed rules to promote broadband over powerline technologies
- Supported interagency climate change policy development and coordination
- Managed development of the 2005 Water Action Plan

CALIFORNIA CONSUMER POWER & CONSERVATION FINANCING AUTHORITY, Sacramento, California

2001-2004

Chief Executive Officer

First CEO of this state agency formed in the wake of California's energy crisis to finance electric power reserves, efficiency and conservation investments, and renewable energy resources with \$5 billion in municipal revenue bond authority. Reported to five-member Board of Directors. Managed staff of 10 professionals supplemented by outside consultants and technical experts. Agency operation ended with a gubernatorial budget veto in 2004.

- Oversaw initial bond financing of \$30 million for a public agency energy efficiency loan program
- Implemented innovative Demand Reserves Partnership Program in which large customers offered load reductions as a capacity reserve resource in the California wholesale energy market
- Played a key actor role in development of California's nationally-recognized Energy Action Plan which directed conservation and efficiency as highest priority in the state's energy resource mix and which continues to guide California energy policy
- Launched Reliability Peaker Initiative designed to finance 300 megawatts of new, low-cost, clean peaking capacity in critical geographical areas
- Set up core staff in first eight weeks of operation; managed start-up budget and reductions during three of California's most challenging and contentious budget years, and successfully maintained Legislative support for the agency

GRANDE COMMUNICATIONS, Austin, Texas

2000-2001

Director, Customer Service

Managed customer service activities of Austin/San Marcos region for this facilities-based company operating in a highly competitive environment to provide cable television, telephone and high-speed Internet access via

a broadband fiber network to residential and business customers. Created a customer care center for marketing, billing, customer support, and technical field staff dispatch responsibilities. Served on the corporate start-up team that successfully launched services within a four month period.

NAVIGANT CONSULTING, Austin, Texas

1999-2000

Director

Provided management consulting services to utilities and electric power industries. Assisted clients in developing and executing strategies to enhance business opportunities in Texas' newly emerging competitive electricity markets. Managed business activities of Austin consulting group.

PLANERGY, Austin, Texas

1995-1999

Senior Vice President

Managed eight locations and 120 employees involved in providing energy management services to utilities, municipalities, and energy consumers.

- Increased revenues by 25% each year
- Conceived and executed corporate communications and media campaign that increased market share by 20% in the first two years
- Achieved national recognition for design and implementation of cost-effective conservation and load management programs

AUSTIN ENERGY, Austin, Texas

1981-1995

Chief Administrative Officer

Directed long-range resource planning, strategic marketing, rates, community relations, legislative and policy planning, human resources, and facilities management for one of the largest public power utilities in the U.S. (In 1995, Austin Energy had 2400 megawatts of installed generation, 290,000 customers, \$500 million annual revenues, and 1300 employees).

- Directly managed \$8 million operating budget and 150 employees
- Led team that completed nationwide market analysis of supply options to replace 540-megawatt natural gas fired Holly power plant located in a low-income residential neighborhood
- Directed development and installation of 1,000 kilowatts of photovoltaic generation and 13,000 kilowatts of landfill gas and wind energy capacity
- Developed Austin's first award winning "conservation power plant" plan that integrated conservation and renewable energy into long range resource planning
- Led the utility response to a high visibility customer "rate revolt" against unusually high winter bills; process resulted in implementation of new billing support systems
- Received national recognition for restoration of Austin's century-old Moonlight Tower street lighting system
- Initiated new community involvement process for utility transmission infrastructure siting and for disposition of aged Seaholm power plant in downtown Austin

PLANERGY, Austin, Texas

1978-1981

Senior Associate

Managed client work associated with PURPA-related state cogeneration policies. Developed load management programs, small renewable power production and customer service initiatives.

EDUCATION

Master of Public Affairs

LBJ School of Public Affairs, The University of Texas at Austin

- Phi Kappa Phi Honorary Society

Bachelor of Arts, French, English minor

Virginia Polytechnic Institute & State University

PROFESSIONAL AND COMMUNITY AFFILIATIONS

Association of Women in Water, Energy and Environment, Charter Member, 2008 - Present

Texas Renewable Energy Industries Association, Member

Texas Solar Energy Industries Association, Member

Educational mentor since 1991, through a program originally established by Austin Energy and the Austin Independent School District

LBJ School of Public Affairs Alumni Association, member

National Regulatory Research Association, Research Advisory Committee, Past Member

EVENTS

Guest Lecturer on infrastructure development policies at the University of Southern California, March 2009

Invited Participant, “Roundtable Conference on Energy” California Foundation on the Environment and the Economy, December, 2009

Moderator, panel on “Climate Change and Adaptation in Urban Regions,” at the conference entitled “After Copenhagen: Collaborative Responses to Climate Change” sponsored by the University of Texas at Austin and the government of Canada, April 2010.



**Official Consent and Ballot Form
for Approval of Unaffiliated Director for the ERCOT Board of Directors**

The undersigned, Corporate Member of ERCOT, hereby approves Laura Doll as an Unaffiliated Director to be seated on the ERCOT Board of Directors (Board) for a term beginning August 1, 2010.

For	Against
<input type="checkbox"/>	<input type="checkbox"/>

I hereby certify that:

1. I am a duly authorized representative of the Corporate Member of ERCOT listed below;
2. I consent to this action in writing in lieu of the Special Meeting of the Corporate Members currently scheduled for July 15, 2010;
3. My vote on the Unaffiliated Director is listed above.

Signature

Name:

Corporate Member (Organization or Company):

Date:

Please make every effort to return this Official Consent and Ballot Form (Ballot) no later than 5:00 p.m. on July 13, 2010. The Ballot can be submitted via email (.pdf version) to tweston@ercot.com, via facsimile to 512-225-7079, or via first class mail to ERCOT, Attention: Tisa Weston, 7620 Metro Center Drive, Austin, Texas 78744. If you have any questions, please contact Tisa Weston at tweston@ercot.com.

City of Copperas Cove

City Council Agenda Item Report

July 6, 2010

Agenda Item No. G-6

Contact – Jeffrey M. Stoddard, Unity Committee Chair, 547-8222
jstoddard@ci.copperas-cove.tx.us

SUBJECT: Consideration and action on adopting the proposed changes to the By-Laws of the Unity Committee.

1. BACKGROUND/HISTORY

In 2009, the City Manager established an employee initiative committee that was comprised of a chairperson and committee members representing various departments of the City. The committee was designed to be a staff committee with representation from non-director level personnel and was tasked with creating a “slogan”, bylaws and internal procedures for recognizing employees that perform a specific task considered to be “above and beyond” expectation as recognized by another employees, citizens, members of the governing body or supervisors. Once the committee members were all selected and agreed to serve, the work of creating a committee name and “slogan” began. From the original committee the idea of “Unity: It’s Our Strength” was born. The idea was eventually approved by the City Manager. The bylaws were then crafted, presented and approved by the governing body.

For the past year, the committee operated under the existing bylaws as required.

2. FINDINGS/CURRENT ACTIVITY

To ensure the committee remained “fresh” and other employees were provided an opportunity to serve on the committee, the City Manager selected a new chair person and the executive team selected the replacement of four of the committee members effective May 17, 2010.

After the new committee was seated, the members reviewed the existing By-Laws and are recommending changes that outline the vision of the committee.

3. FINANCIAL IMPACT

None.

4. ACTION OPTIONS/RECOMMENDATION

The Unity Committee and City staff recommend that the Council approve the changes made to the Unity: "It's Our Strength" By-Laws.

UNITY COMMITTEE BY-LAWS

ARTICLE I

1. The name of the committee shall be known as the Unity Committee.
2. The name of the award shall be known as the Unity Award.
3. The slogan for the Unity Committee and the Unity Award shall be known as Unity: "It's Our Strength".
4. Original Committee members appointed and/or approved by the City Manager, Andrea Gardner, at the time of the Unity: "It's Our Strength" Campaign Kickoff held on September 24, 2009, are as follows:

Andrea Gardner, City Manager
Joseph R. Pace, Chairperson
Calvin Aplaca, Chairperson Pro-Tem
Carroll Merrell, Committee Member
Ernie Wilkins, Committee Member
Loretta Bell, Committee Member
Brian Hawkins, Committee Member
Kevin Keller, Committee Member

Original members who contributed to the Unity Committee but who were no longer a member of the Unity Committee at the time of the Unity: "It's Our Strength" Campaign Kickoff are as follows:

Kelli Sames, Committee Member
Jeff Stoddard, Committee Member
Renee Ankrom, Committee Member

ARTICLE II **GOAL/UNITY DEFINED**

Goal of the Committee: To improve the overall level of pride the individual employee has both in the City and their respective department through the recognition of the individual employee(s) extraordinary efforts.

Unity Defined:

- 1) A whole or totality as combining all its parts into one.
- 2) The state or fact of being united or combined into one, as of the parts of a whole unification.

ARTICLE III

STANDARDS FOR NOMINATIONS

1. Standards for Nominations: Going above and beyond expectations....

The Unity Award is not to be confused with the Employee of the Quarter Award. The Employee of the Quarter Award seeks to award employees for their overall contribution to the city; whereas, the Unity Award seeks to award employees for specific positive action(s) at a given time.

Note: A nomination received by the committee will not be considered for a Unity Award if the action under consideration is deemed by the employee's supervision as having violated the policies and procedures of the City of Copperas Cove.

2. Who may nominate an employee for the Unity Award.

- Citizens
- Employees
- Supervision
- Unity committee members shall not nominate employees for the award. Rather, any act viewed by a committee member that is worthy of a nomination will be brought to the attention of that employee's supervisor.

3. Who is eligible to receive the Unity Award.

- Part-time employees
- Full-time employees
- Supervisors/Department Heads/Directors

4. Who is not eligible to receive the Unity Award.

- Seasonal employees
- Contract Employees

5. How to nominate someone for the Unity Award.

- Paper nomination forms are located in every department throughout the City of Copperas Cove.
- Nomination forms are also located by clicking on the UNITY: "It's Our Strength" icon located on the city's website at www.ci.copperas-cove.tx.us
- Nomination forms may be dropped off at any department or in the Unity Box located at City Hall. Note: Nomination forms dropped off at the particular departments should be placed in the drop box located at City Hall, via interoffice mail.
- Nomination forms downloaded from the City's website may be submitted via e-mail or at any location as noted above.

ARTICLE IV
STANDARDS FOR CHOOSING AWARD WINNERS

1. Gathering the nominations – Nomination forms will be gathered once a week, via e-mail and/or drop box, by the committee chairperson and/or any representative of the committee deemed appropriate by the committee chairperson, for committee consideration.

2. Voting on received nominations – Once the nominations are received, the nomination may be assigned to a committee member for additional follow up if deemed necessary. The chairperson will contact the nominated employee's department head to ensure that there is no pending disciplinary process currently being contemplated for the nominated employee.

The nomination will be presented to the committee for consideration. The nomination will be approved when a majority is reached with at least five (5) voting committee members in attendance.

The chairperson shall only vote to break a tie when a majority is not reached. If the Committee Chairperson is not able to attend a committee meeting then the Chairperson Pro-tem will assume the duties of the Committee Chairperson.

3. Number of Unity Awards Presented – There will not be a minimum or maximum number of "Unity Awards" awarded for any given period of time. Nominations will be evaluated at the time of submission. The decision of the committee will be final at that point and the nomination will not be reconsidered at a later time.

4. Nominations not selected – The committee will prepare a memorandum for filing in the employee's personnel file on any nomination that was submitted for consideration and not selected to receive the award. This will ensure that the employee, although not receiving the award will still have the recognition of his/her acts.

ARTICLE V
UNITY AWARDS

Employees nominated and selected by the committee for receiving the Unity Award will receive the following:

1. A \$50.00 gift card
2. A Unity lapel pin identifying them as a recipient of the award.
3. Unity Certificate – a copy to be placed in the employees personnel file.

ARTICLE VI
T-SHIRTS/LANYARDS/BRACELETS

1. Initial giveaway – Each full-time and part-time city employee received a Unity: “It’s Our Strength” T-shirt, lanyard and rubber bracelet at the Unity: “It’s Our Strength” Campaign Kickoff held on September 24, 2009.

2. Employee with a hire date after September 24, 2009 – Each full-time and part-time city employee with a hire date after September 24, 2009, will be eligible to receive a Unity: “it’s Our Strength” T-shirt, lanyard and rubber bracelet (while supplies last) after successfully completing that individuals set probation period with the City of Copperas Cove per the City’s adopted Personnel Policy and Procedures Manual.

DRAFT

City of Copperas Cove

City Council Agenda Item Report

July 6, 2010

Agenda Item No. I-1

Contact – Kenn Smith, Council Member Position 5, 547-4221
jlees@ci.copperas-cove.tx.us

SUBJECT: Discussion on City representation at the upcoming AUSA conference and the annual TML conference.

1. BACKGROUND/HISTORY

The annual AUSA (Association of the United States Army) conference will be held in Washington D.C. on October 25-27, 2010. The annual TML (Texas Municipal League) conference will be held in Corpus Christi on October 26-29, 2010. Traditionally, council members attend one or both of the conferences.

2. FINDINGS/CURRENT ACTIVITY

At the June 15, 2010 regular council meeting, Council Member Kenn Smith requested a discussion on the AUSA and TML annual conferences to ensure adequate governing body representation at both conferences is present in the most fiscally responsible manner. Council Members Palmer and Meredith concurred to add the item to the next regular agenda.

3. FINANCIAL IMPACT

The approximate cost for one person to attend AUSA is \$2,200. The approximate cost for one person to attend TML is \$1,300.

4. ACTION OPTIONS/RECOMMENDATION

Discussion and consensus on adequate governing body representation at each of the conferences.

City of Copperas Cove

City Council Agenda Item Report

July 6, 2010

Agenda Item No. I-2

Contact – Mike Morton, Chief Building Official 542-3528
mmorton@ci.copperas-cove.tx.us

SUBJECT: Consideration and action on an ordinance amending Chapter 20 Section 20-26 of the Code of Ordinances of the City of Copperas Cove.

1. BACKGROUND/HISTORY

During the process of reviewing the pool ordinance a conflict was found in the required height for barriers surrounding swimming pools, spas and hot tubs.

2. FINDINGS/CURRENT ACTIVITY

After reviewing the current ordinance, staff recommends the barrier requirements be aligned with the adopted Building Codes and the Chapter 757 of the Health and Safety Code of the State of Texas. Additionally, clean up language is included in the proposed ordinance for clarification.

FINANCIAL IMPACT

Codification expenses are \$17.00 per page for any update on any page and \$10.00 per tabulation material per page. The expenses will be covered by the General Fund.

3. ACTION OPTIONS/RECOMMENDATION

City staff recommends the City Council approve an Ordinance amending Chapter 20, Sec. 20-26 of the City of Copperas Cove Code of Ordinances.

Sec. 20-26. Swimming pools.

It is the purpose of these provisions to recognize an outdoor swimming pool as a potential attractive nuisance and to promote the public safety and enjoyment of property rights by establishing rules and regulations governing the location and improvement of swimming pools whether privately, publicly or commercially owned or operated.

(1) *Permits and approvals.* No swimming pool shall be constructed until a swimming pool building permit ~~and a certificate of occupancy have~~ **has** been issued ~~therefore~~. No building permit ~~and no final certificate of occupancy~~ shall be issued unless the **proposed sanitary facilities and water supply comply pool complies** with applicable local and state regulations.

(2) *Requirements.* A swimming pool and/or spa may be constructed and operated in a rear or side yard when:

a. Accessory use.

1. The pool is not located in any easement or closer than ten (10) feet to any back property line and seven and one-half (7 1/2) feet to the side property line;

~~2. An opaque wall or fence, not less than six (6) feet in height, with self-latching gates at all fence entrances, which completely encloses either the pool area or surrounding the yard area;~~

2. Pool enclosure requirements for pools located in residential districts must meet current adopted Building Codes for single family residential pools, spas and hot tubs.

3. Pool enclosure requirements for commercial pools shall comply with chapter 757 of the Health and Safety Code.

~~4. All lighting of the pool is shielded or directed to face away from adjoining residences. If lights are not individually shielded they shall be so placed, or the enclosing wall or fence shall be so designed, that direct rays from the lights shall not be visible from adjacent properties.~~

b. Non-accessory use. No broadcasting system is used for the purpose of advertising the operation of the pool or for the attraction of persons to the premises. This shall not prevent a public address system necessary or useful to the supervision of the pool and the safety of swimmers.

(Ord. No. 2007-01, § 1(Exh. A), 1-23-07

ORDINANCE NO. 2010-30

AN ORDINANCE OF THE CITY OF COPPERAS COVE, TEXAS, AMENDING CHAPTER 20.26 OF THE CITY'S CODE OF ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of Copperas Cove desires to bring our local ordinance up to date with the wording of Chapter 757 of the Health and Safety Code of Texas and the local adopted building code regarding swimming pools, hot tubs and spas; and,

WHEREAS, the City Council finds that it is in the best interest of the City of Copperas Cove to adopt the amended pool Ordinance.

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

SECTION 1.

That Chapter 20.26 of the City's Code of Ordinances is hereby amended as attached hereto and are hereby adopted and incorporated herein.

SECTION 2.

That any ordinances or resolutions or part of ordinances or resolutions in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 3.

That should any section, clause, or provision of the 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 immediately upon its adoption and approval by City Council.

PASSED, APPROVED, AND ADOPTED on this 6th day of July 2010 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

Sec. 20-26. Swimming pools.

It is the purpose of these provisions to recognize an outdoor swimming pool as a potential attractive nuisance and to promote the public safety and enjoyment of property rights by establishing rules and regulations governing the location and improvement of swimming pools whether privately, publicly or commercially owned or operated.

(1) *Permits and approvals.* No swimming pool shall be constructed until a swimming pool building permit has been issued. No building permit shall be issued unless the proposed pool complies with applicable local and state regulations

(2) *Requirements.* A swimming pool and/or spa may be constructed and operated in a rear or side yard when:

a. Accessory use.

1. The pool is not located in any easement or closer than ten (10) feet to any back property line and seven and one-half (7 1/2) feet to the side property line;

2. Pool enclosure requirements for pools located in residential districts must meet current adopted Building Codes for single family residential pools, spas and hot tubs.

3. Pool enclosure requirements for commercial pools shall comply with chapter 757 of the Health and Safety Code.

4. All lighting of the pool is shielded or directed to face away from adjoining residences.

b. Non-accessory use.

1. No broadcasting system is used for the purpose of advertising the operation of the pool or for the attraction of persons to the premises. This shall not prevent a public address system necessary or useful to the supervision of the pool and the safety of swimmers.

(Ord. No. 2007-01, § 1(Exh. A), 1-23-07

City of Copperas Cove

City Council Agenda Item Report

July 6, 2010

Agenda Item No. I-3

Contact – Mike Morton, Chief Building Official 542-3528
mmorton@ci.copperas-cove.tx.us

SUBJECT: Consideration and action on an ordinance amending Chapter 12 Section 12-4 of the Code of Ordinances of the City of Copperas Cove.

1. BACKGROUND/HISTORY

The current ordinance governing garage sales in the City of Copperas Cove was previously updated in October 1999.

2. FINDINGS/CURRENT ACTIVITY

City Council requested the garage sale ordinance be reviewed and presented to the governing body for discussion at the June 1, 2010 regular meeting.

Furthermore, after completing the review of Chapter 12, Sec. 12-4, staff finds that the ordinance has not been updated since October 19, 1999. Staff found that some of the definitions contained in the existing ordinance have caused some confusion with citizens and the ability of staff to interpret and enforce the ordinance. Clean up and updated language is needed to remove ambiguous language from the ordinance. The proposed revisions will make it easier for citizens to understand the policies regarding conducting garage sales in the City of Copperas Cove.

FINANCIAL IMPACT

Codification expenses are \$17.00 per page for any update on any page and \$10.00 per tabulation material per page. The expenses will be covered by the General Fund.

3. ACTION OPTIONS/RECOMMENDATION

City staff recommends the City Council approve an Ordinance amending Chapter 12, Sec. 12-4 of the City of Copperas Cove Code of Ordinances.

Sec. 12-4. Garage sales.

~~(a) The term "garage sale" means and includes any transfer of title or possession, or segregation in contemplation of transfer of title or possession, exchange, barter, lease or rental, conditional or otherwise, in any manner or by any means whatsoever, or tangible personal property for a consideration, such sale taking place on premises zoned for no purposes other than residential use.~~

(a) The term "garage sale" means the sale and/or transfer of possession of tangible property, taking place on private property zoned exclusively for residential use including single family and multi-family, the term garage sale in this section includes; porch sale, yard sale and any other similar terms commonly used to describe these types of events.

(b) Garage sales are permitted under the following conditions:

(1) No person shall have a garage sale within the city without first obtaining a permit ~~therefore~~.

(2) Any person desiring to have a garage sale shall make application to the city for a permit. Such application shall state the name of the person who is having the sale, the address of such person, the location of the sale and the date of the sale. A copy of such permit shall be posted in a conspicuous place during the time and at the place where the sale is being held.

(3) The city shall charge and collect before the issuance of any permit a fee ~~[as set forth in Appendix C].~~ per the adopted fee schedule.

~~(4) The sale of tangible personal property at retail, by the property owner who does not hold such person's self out as engaging, nor does such person habitually engage, in the business of selling such tangible personal property at retail.~~

(c) Goods from retail businesses including but not limited to, thrift stores, consignments stores, swap shops, etc. may not be offered for sale or transfer at a garage sale as defined in this ordinance.

~~(d) There shall be no more than two (2) sales by the same property owner during any calendar year. however, a special exemption from this restriction may be granted only if the person is moving from the incorporated limits of the City. This special exemption shall only be granted to a person who provides sufficient proof that he or she is moving from the city and a special exemption shall only be granted once every three (3) years.~~

(e) The tangible ~~personal~~ property shall be sold only on the premises of owner or lessee **occupant** of the property where the sale is conducted. Further the sale or display of the tangible ~~personal~~ property is strictly prohibited from any public right-of-way property or in locations which would restrict traffic visibility on public streets and highways, intersections and driveways. The owner or ~~lessee~~ **occupant** must be the legal ~~owner~~ **owner or occupant** of the tangible property at the time of the sale.

(f) All garage sale signs shall be posted only on the property where the sale is being conducted and shall ~~not be attached to any fences, posts, utilities (poles and boxes), trees, public buildings, public property and/or any public right of way.~~ The garage sale signs shall be in compliance with the city's sign regulations and section 13-4.1 of the city's Code of Ordinances.

(g) No merchandise acquired solely for the purpose of resale shall be sold.

(h) The duration of any sale shall not exceed three (3) consecutive calendar days.

~~(10) Sales by churches, charities and fraternal organizations for the purpose of raising funds may be held on property other than that owned by the organization and tangible personal property donated by members or others may be sold.~~

(Code 1970, § 19-19; Ord. No. 1999-23, §§ 1--3, 7-6-99; Ord. No. 1999-35, § 1, 10-19-99)

ORDINANCE NO. 2010-31

AN ORDINANCE OF THE CITY OF COPPERAS COVE, TEXAS, AMENDING CHAPTER 12.4 OF THE CITY'S CODE OF ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of Copperas Cove has not updated this ordinance since October 19, 1999; and,

WHEREAS, the City Council finds that it is in the best interest of the City of Copperas Cove to adopt the amended Garage Sale Ordinance.

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

SECTION 1.

That Chapter 12.4 of the City's Code of Ordinances is hereby amended and the new ordinance attached hereto are hereby adopted and incorporated herein.

SECTION 2.

That any ordinances or resolutions or part of ordinance or resolutions in conflict with the provisions of this Garage Sale Ordinance are hereby repealed to the extent of such conflict.

SECTION 3.

That should any section, clause, or provision of the Garage Sale 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 immediately upon its adoption and approval by City Council.

PASSED, APPROVED, AND ADOPTED on this 6th day of July 2010 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

Sec. 12-4. Garage sales.

(a) The term “garage sale” means the sale and/or transfer of possession of tangible property, taking place on private property zoned exclusively for residential use, including. Single family and multi-family, the term garage sale in this section includes; porch sale, yard sale and any other similar terms commonly used to describe these types of events.

(b) Garage sales are permitted under the following conditions:

(1) No person shall have a garage sale within the city without first obtaining a permit.

(2) Any person desiring to have a garage sale shall make application to the city for a permit. Such application shall state the name of the person who is having the sale, the address of such person, the location of the sale and the date of the sale. A copy of such permit shall be posted in a conspicuous place during the time and at the place where the sale is being held.

(3) The city shall charge and collect before the issuance of any permit a fee per the adopted fee schedule.

(c) Goods from retail businesses including but not limited to, thrift stores, consignments stores, swap shops, etc. may not be offered for sale or transfer at a garage sale as defined in this ordinance.

(d) There shall be no more than two (2) sales by the same property owner during any calendar year.

(e) The tangible property shall be sold only on the premises of owner or occupant of the property where the sale is conducted. Further the sale or display of the tangible property is strictly prohibited from any public right-of-way property or in locations which would restrict traffic visibility on public streets and highways, intersections and driveways. The owner or occupant must be the legal owner or occupant of the tangible property at the time of the sale.

(f) All garage sale signs shall be posted only on the property where the sale is being conducted and be in compliance with the city's sign regulations.

(g) No merchandise acquired solely for the purpose of resale shall be sold.

(h) The duration of any sale shall not exceed three (3) consecutive calendar days.

(Code 1970, § 19-19; Ord. No. 1999-23, §§ 1--3, 7-6-99; Ord. No. 1999-35, § 1, 10-19-99)

City of Copperas Cove

City Council Agenda Item Report

July 6, 2010

Agenda Item No. I-4

Contact – John Hull, Mayor, 547-4221
jhull@ci.copperas-cove.tx.us

SUBJECT: Consideration and action on the Mayor's recommendation for a Council Member to serve on the Records Management Committee.

1. BACKGROUND/HISTORY

Section 2-76, Establishment of records management committee duties, in the City's Code of Ordinances states that a records management committee is established and shall consist of the city manager, city attorney, city secretary, financial director, and a council member.

Section 2-55.2 states, *"The mayor nominates and the city council confirms council member appointments to outside agencies, committees, task forces, boards and commissions."*

2. FINDINGS/CURRENT ACTIVITY

Willie C. Goode, Position 6, was previously assigned to the Records Management Committee. However, since Position 6 is now vacant, Council representation on the Committee is lacking. The City constantly has records in various departments that may be destroyed. One of the duties of the Committee is to give final approval to the destruction of records in accordance with approved records control schedules. Concurrence through the motion of the majority of city council members is required for the appointment.

3. FINANCIAL IMPACT

None.

4. ACTION OPTIONS/RECOMMENDATION

City staff recommends that the Mayor make a recommendation/nomination for a council member to serve on the Records Management Committee and that the council take action upon the request.

COUNCIL COMMITTEE ASSIGNMENTS

(A) = Alternate

AS OF: May 5, 2010

Committee	Mayor John Hull	1 Cheryl Meredith	2 Charlie D. Youngs	3 Chuck Downard	4 Danny Palmer	5 Bill L. Stephens	6 VACANT	7 Frank Seffrood	City Manager Andrea M. Gardner	City Engr. Wesley Wright
Adopt-A-Fort Hood-Unit		X		X						
Central Texas Council of Governments Executive Committee	X							X (A)		
Central Texas Deployment Task Force				X		X				
Charter Committee 2009		X						X		
Deer Committee			X		X					
Downtown Zoning Committee			X					X		
Economic Development Corporation (Council Liaison)					X					
Hill Country Transit District Board of Directors	X								X (A)	
Housing Authority						X	X (A)			
Joint Image Campaign	X								X (A)	
K-TUTS Policy Board	X								X (A1)	X (A2)
Ministerial Alliance Representative							X			
Oil & Gas Committee					X		X			
Ordinance Review Committee					X					
Parks & Recreation Advisory Board							X			
Sex Offender Ordinance Committee		X								
Strategic Planning Committee						X		X		
Records Management Committee							X			
Transportation Committee								X		
Land Disturbance Ordinance & Drainage Criteria Manual Review Committee			X							

City of Copperas Cove

City Council Agenda Item Report

July 6, 2010

Agenda Item No. I-5

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

SUBJECT: Discussion and action on terminating the Hills of Cove Golf Course Food and Beverage Service Contract at the request of the concessionaire and agreeing to accept the lease space payments received from March 16, 2010 through June 15, 2010 as the total due to the City. The City Council reserves the right to adjourn into Executive Session pursuant to Section 551.071 of the Texas Open Meetings Act. *Tex Gov't Code*, consultations with Attorney during discussion of this item.

1. BACKGROUND/HISTORY

Since the adoption of the FY 2010 Budget, City staff reviewed several different options to provide concessions to the golf course customers. Staff established several goals including the ability to retain the course's TABC license, the ability to offer a variety of catering options for golf tournaments and events, and to maintain a consistent and quality daily concession option to patrons of the Hills of Cove Golf Course. Staff met with several prospective concessionaires and selected one who satisfies all three of the goals.

As a result of the staff selection process, City staff recommended the governing body authorize the City Manager to execute an agreement for the lease of space at the Hills of Cove Golf Course for the purpose of preparation and sale of concessions. Thus, on March 16, 2010, the governing body authorized the execution of the stated agreement.

2. FINDINGS/CURRENT ACTIVITY

The City Manager received a one hundred eighty (180) day's written notice from the concessionaire on May 24, 2010 to terminate the contract under the provisions of Section 2 of the contract.

On June 14, 2010, the concessionaire met with the City Manager to request the City authorize the termination of the existing contract effective immediately and requested the City permit the lease payments received to date to satisfy the total due to the City.

The City Manager conferred with the City Attorney and the legal guidance provided was that the governing body must take action to authorize the termination of the existing contract between the concessionaire and the City. Furthermore, the forgiveness of any lease payments due the City under the executed contract must be granted by the governing body. T

The City Manager requested the concessionaire place the request to terminate effective immediately in writing. As a result, the concessionaire provided the attached request in writing to the City Manager on June 15, 2010.

The termination provisions of the contract allow for termination by the City for non-compliance of deficiencies by concessionaire and termination by the concessionaire by giving the City one hundred eighty (180) day's prior written notice of intent to terminate.

3. FINANCIAL IMPACT

The monthly rental fee for space is \$600 per month with lease payments received for March 2010 through May 2010 totaling \$1,800. The existing contract as executed expires on March 16, 2011; thus, the City has the potential to lose \$6,000 should the governing body authorize the termination of the agreement effective immediately and accept lease payments received March 16, 2010 through June 15, 2010 as the total due to the City under the contract.

The potential loss could be reduced if the City pursues execution of a lease agreement through a future lease agreement with a prospective concessionaire. The reduction will depend on the timeframe of negotiation and execution of a new contract.

4. ACTION OPTIONS/RECOMMENDATION

City staff recommends the City Council authorize the termination of the Hills of Cove Golf Course Food and Beverage Service Contract at the request of the concessionaire and take action on accepting the lease space payments received March 16, 2010 through June 15, 2010 as the total due to the City.

To whom it may concern

I David Gosnell Owner of Tee Time Grill LLC, Tee Time Grill do hereby give notice of intent to vacate and terminate contract with the City of Copperas Cove, TX. This notice is provided this 24th day of May 2010. As per Paragraph 2.2 HILS OF COVE MUNICIPA GOLF COURSE FOOD AND BEVERAGE SERVICE states, Concessionaire may, at his discretion terminate this contract by giving City one hundred eighty-(180) day's prior written notice of intent to terminate.

Tee Time Grill LLC, will continue to fulfill obligations as stated within the contract.

I want to thank The City of Copperas Cove for the opportunity to provide the services and the opportunity to serve the public.

Signed this 24th day of May 2010



David Gosnell
Owner Tee Time Grill LLC.

RECEIVED
5-24-10

From: [Andrea Gardner - City Manager](#)
To: [Jane Lees - City Secretary](#)
Subject: Agenda Item
Date: Tuesday, June 29, 2010 8:21:33 PM

Attached for golf course item.

From: David Gosnell [mailto:david@seniorcareoftexas.com]
Sent: Tuesday, June 15, 2010 6:49 AM
To: Andrea Gardner - City Manager
Subject:

To whom it may concern

I David Gosnell am requesting the City of Copperas take back the restaurant and void previous signed contract effective as soon as possible. Due to contract terms and the lack of business the restaurant is unable to fulfill all financial obligations. I am also requesting the city wave rent for the months of June and July. The restaurant will continue to operate as normal till said time the city can staff the restaurant and contract agreement has been voided in order for no business to be lost for the golf course. I will insure the new staff is trained in the operations of the restaurant. The city may keep all food purchased as payment of rent relief.

I appreciate your immediate attention to this matter. Any questions please feel free to contact myself at 254-223-3039.

Sincerely

David Gosnell

HILLS OF COVE MUNICIPAL GOLF COURSE FOOD AND BEVERAGE SERVICE CONTRACT

This Contract is entered into by and between the City of Copperas Cove (hereinafter called "City"), acting by and through its City Manager and David Gosnell hereinafter called "Concessionaire"), for the operation of a food and beverage service to be located at Hills of Copperas Cove Golf Course (hereinafter called "Golf Course"): This agreement is pursuant to the following terms, conditions and covenants:

1. INDEPENDENT CONTRACTOR AGREEMENT

- 1.1 City hereby engages Concessionaire to operate a food and beverage service pursuant to the provisions contained herein. Such operations are to include, but not necessarily be limited to, the storage, preparation, cooking, refrigeration, and distribution of all types of food for breakfast, brunch, lunch, dinner, and event-type (when applicable) meals, and non-alcoholic beverages. These items may include, but are not limited to: sandwiches, "grill" items, snacks, chips, cookies, muffins, pastries, breads, dessert items, fruit, specialty coffees, teas, cheeses, fresh juices, candies, mineral water, and complete entrees. Concessionaire shall be responsible for the maintenance and upkeep of kitchen and dining areas at the Golf Course clubhouse, as promulgated by the City through the Golf Course Manager (hereinafter called the "Manager") or his designee; and on the Golf Course.
- 1.2 The Food and Beverage operation shall be provided to the general public and golfers enjoying the facilities.
- 1.3 Concessionaire shall be an independent contractor and not an employee of City. Concessionaire shall not be entitled to or receive any benefits provided by City to City's employees. Concessionaire accepts full responsibility for filing all tax returns and paying all taxes that may be required or due for Concessionaire's employees under the terms and conditions of this Contract.

2. TERMINATION PROVISIONS

- 2.1 In addition to causes for termination delineated in this Article and Article 3 and paragraphs 11.1 and 14.1 hereinafter, City shall have the right to terminate this Contract under the following conditions:
 - 2.1.1 Failure by Concessionaire, through any cause, to fulfill in a timely, proper or satisfactory manner his responsibilities under this Contract, or violation by Concessionaire of any of the covenants or agreements of this Contract after being notified in writing by the Manager of such failure or violation. If deficiencies in compliance by Concessionaire are correctable, Concessionaire shall have thirty (30) days following receipt of written notice that his compliance is untimely, improper or unsatisfactory to correct such compliance deficiencies. Failure to correct such deficiencies to the satisfaction of the Manager during said thirty (30) days should result in termination of this Contract upon the conclusion of said thirty (30) days. If compliance deficiencies by Concessionaire are not correctable, City shall thereupon have the right to terminate this Contract, by giving written notice to Concessionaire of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.
- 2.2 Concessionaire may, at his discretion, terminate this Contract by giving City one hundred eighty-- (180) day's prior written notice of intent to terminate.

3. DEFAULTS AND REMEDIES

- 3.1 The following events shall be deemed to be events of default by Concessionaire under this Contract:

- 3.2 Concessionaire's failure to pay any installment or any part thereof, of monthly lease fee due City as provided for in this Contract shall result in a declaration of default. If such failure continues for a period of ten (10) days following receipt of written notice by the Director, City may terminate this Agreement. The failure by Concessionaire, through any cause, to fulfill in a timely, proper or satisfactory manner his responsibilities under this Contract, or violation by Concessionaire of any of the covenants or agreements of this Contract after being notified in writing by the Manager of such failure or violation shall result in Concessionaire being declared in default. If deficiencies in compliance by Concessionaire are correctable, Concessionaire shall have five (5) days following receipt of written notice that his compliance is untimely, improper or unsatisfactory to correct such compliance deficiencies. Failure to correct such deficiencies to the satisfaction of the Manager during said five (5) days should result in termination of this Contract upon the conclusion of a written thirty- (30) day notice. If compliance deficiencies by Concessionaire are not correctable, City shall thereupon have the right to terminate this Contract, by giving written notice to Concessionaire of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.
- 3.3 Upon the occurrence of an event of default as heretofore provided, City has the right, at its option, to declare this Contract, and all rights and interests created by it, terminated. Upon City electing to so terminate, this Contract shall cease and come to an end as if that were the day originally fixed herein for the expiration of the term hereof; or City, its agents or attorney has the right, at its option, to resume possession of the Golf Course Clubhouse kitchen and dining areas without relieving Concessionaire of any obligation hereunder related to commission still due and owing in this Contract, or any extension thereof, as applicable.
- 3.4 Any termination of this Contract as herein provided, does not relieve Concessionaire from the payment of any sum or sums that are due and payable or become due and payable to City hereunder, or any claim for damages then or theretofore accruing against Concessionaire hereunder, or any such sum or sums or claim for damages by any remedy provided for by law, or prevent City from recovering damages from Concessionaire for any default thereunder. All rights, options and remedies of City contained in this Contract shall be cumulative of the other, and City shall have the right to pursue any one or all of such remedies or any other remedy or relief available at law or in equity, whether or not stated in this Contract. No waiver by City of a breach of any of the covenants, conditions or restrictions of this Contract shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition or restriction herein contained.

4. TERM OF CONTRACT

- 4.1 The term of this Contract shall be for one (1) year beginning _____, 2010, and terminating _____, 2011, unless sooner terminated pursuant to the provisions of Articles 2 and 3.

COMPENSATION TO THE CITY

- 4.2 Concessionaire agrees to pay to the City throughout the term of this Contract, the following \$600.00 monthly.
- 4.3 Concessionaire shall make aforesaid payments to City no later than the tenth (10th) day of each month for the preceding business month. Said payments shall be submitted to:

City of Copperas Cove
Finance Department
P.O. Box 1449
Copperas Cove, Texas 76522

5. FOOD AND BEVERAGE CONCESSION OPERATION

- 5.1 The food and beverage concession conducted by Concessionaire shall be done so within the framework of Concessionaire's proposed "Management and Operating Plan," attached hereto as EXHIBIT A and those rules and regulations delineated in this Article. City, through the Manager, shall notify Concessionaire in writing of any non-compliance of operational issues therewith. Concessionaire shall correct any such non-compliance within five (5) calendar days following receipt of such written notice.
- 5.1.1 Concessionaire agrees to maintain operating hours that include at a minimum: 10:00 am to 3:00 pm Monday – Friday and 7:00 am – 3:00 pm Saturday and Sunday.
- 5.2 Concessionaire will be responsible for the cleanliness of all food preparation, eating areas and serving areas, as well as the tabletops and floor spaces in the eating areas, and shall maintain the Premises in a clean and sanitary condition at all times, which condition must conform with Concession minimum standards mandated by the City of Copperas Cove.
- 5.3 City is responsible for the cleanliness of the common areas, including walls, windows, light fixtures and the common area restroom facilities. Excluded are the tabletops, floor spaces and any accompanying condiment containers.
- 5.4 The Concessionaire shall also supply and maintain, at its own expense, any extra and incidental kitchen and dining room appliances, equipment and/or paraphernalia necessary to insure that the food and beverages served are acceptable for both the food service operation and a particular catered event, including, but not necessarily limited to, chairs, tables, and individual linen. All equipment that is provided solely by Concessionaire shall remain the property of the Concessionaire and may be removed by the same at termination of the Concession Agreement with the City, subject to the terms of said Agreement.
- 5.4.1 Concessionaire may remove an item or items of equipment, not the property of the city, at his/her discretion, prior to the termination of the Concession Agreement, so long as the removed item does not hinder efficient and continuous food and beverage operations.
- 5.4.2 Catered events ("Special Events) scheduled by Concessionaire must be submitted to Manager for written approval at least five (5) days before the function.
- 5.4.3 Equipment for mobile vending (golf cart-type) of food and beverage concessions is required for the golf course, as is the implementation and operation of same.
- 5.5 City will provide ice machine.
- 5.6 In regards to the sale and consumption of alcoholic beverages, The City shall retain the right and therefore the responsibility for the service of Alcoholic Beverages."
- 5.6.1 Concessionaire will require if applicable employees to take the TABC-approved "seller/server" certification course.
- 5.7 All items sold and distributed by the Concessionaire shall be of First Class (Grade "A") quality, and all services provided by the Concessionaire shall be rendered courteously, efficiently and in a business-like and accommodating manner.
- 5.7.1 The City reserves the right to prohibit the sale of any item that it deems objectionable and shall have the right to order the improvement of the quality of the merchandise or the services rendered.

- 5.7.2 The Manager reserves the right to make reasonable objections to the food or drinks served or other items sold or otherwise used or distributed the service in the operation, the number of staff available for service, and the character of the appearance, cleanliness and condition of the Premises.
- 5.8 After the contract is awarded and initial pricing established, all items sold, and their pricing, for subsequent contract years, as described above will be subject to annual review and approval by the Manager.
 - 5.8.1 Concessionaire shall observe a system-wide pricing structure as it relates to the prices of soft drinks.
 - 5.8.2 Concessionaire may run specials and promotions consistent with good business practices.
 - 5.8.3 The Manager must approve all price increases in writing in advance.
 - 5.8.4 Concessionaire shall prominently post current food and beverage menu(s) and prices.
- 5.9 Concessionaire shall comply with all building, plumbing, electrical and other applicable codes and regulations in the installation and operation of his food and beverage related equipment.
- 6.13 Food and beverage concession area shall not be used to store any supplies, materials or equipment not used in the food and beverage operation.
- 6.14 Concessionaire must provide a sufficient number of qualified employees to insure prompt customer service. All food and beverage concession employees shall comply with and be subject to applicable health codes, rules and regulations.
- 6.15 Concessionaire must comply with all federal and state laws and City ordinances and codes applicable to the food and beverage concession including payment of all federal, state and local taxes, fees, licenses and permits.
- 6.17 Concessionaire is responsible for controlling and/or policing of unauthorized food and beverages brought onto the golf course by golfers and their guests.

6. IMPROVEMENTS BY CONCESSIONAIRE

- 6.1 Concessionaire shall make no physical construction, improvements or alterations to the Golf Course Clubhouse kitchen and dining areas without prior review and written approval of plans therefore by the Golf Course Manager. All costs and expenses of such approved physical construction, improvements or alterations to the Golf Course initiated by Concessionaire shall be at Concessionaire's sole cost and expense.
- 6.2 All permanent improvements and/or alterations made by Concessionaire become the property of City upon completion thereof.
- 6.3 Concessionaire covenants that he shall not bind, or attempt to bind, City for the payment of any money in connection with the construction, repair, alteration, addition, or reconstruction in, on or about the Clubhouse kitchen and dining areas.
- 6.4 Concessionaire has had full opportunity to examine the Clubhouse facilities and acknowledges that there is in and about it nothing dangerous to life, limb or health and hereby waives any claim for damages that may arise from defects of that character after occupancy. Concessionaire's use of the Clubhouse kitchen and dining areas for the purposes authorized herein shall be conclusive evidence of his acceptance thereof in good order and satisfactory condition, and Concessionaire

hereby accepts the kitchen and dining areas in their present condition as suitable for the purposes for which this Contract prescribes.

- 6.5 Concessionaire agrees that no representations respecting the conditions of the Golf Course's Clubhouse kitchen and dining areas and no promises to construct, reconstruct, alter, repair or improve same, either before or after the execution hereof, have been made by City or its agents to Concessionaire unless the same are contained herein or made a part hereof by specific reference herein. City expressly denies making any warranty as to the suitability of the Licensed Premises for any purpose. Concessionaire acknowledges that City has made no representations regarding the suitability of the premises for Concessionaire's purposes.

7. UTILITY AND MAINTENANCE RESPONSIBILITIES

- 7.1 Concessionaire shall provide for and pay directly to the utility companies services fees for telephone lines and connections, any cable/satellite television connections, and any other supplemental utility services Concessionaire requires in or on the Contracted Premises. Concessionaire shall also furnish and install all electric light bulbs, tubes and ballasts. City shall not be liable to Concessionaire in damages or otherwise if said services are interrupted or terminated because of necessary repairs, installations, improvements or any cause beyond the control of the City.
- 7.1.1 Concessionaire shall provide and pay for all necessary safety inspections and maintenance of vent hoods, grills, grease traps and fire-suppression systems.
- 7.2 The Concessionaire shall be responsible for the prompt removal of waste, trash and garbage from the Premises and will keep Premises clean and washed at all times. In addition, Concessionaire will arrange for all grease traps to be cleaned and maintained on a regular schedule.
- 7.3 Concessionaire agrees, at Concessionaire's sole cost and expense, to maintain and keep the interior of the Contracted Premises, including, but not limited to, interior plumbing, plumbing fixtures, plumbing lines and plumbing connections and interior electrical fixtures, lamps, bulbs, wiring and connections, and interior walls, flooring, doors, plate glass and other interior improvement, as well as, all appliances, tables and chairs, in good working order and repair and in a good, clean, safe and sanitary condition (usual wear, tear, acts of God, or unavoidable accident, only excepted).
- 7.4 The City, the Manager and/or his designee shall have access to the Concession Premises during its regular business hours of operation for the purpose of inspecting the conditions of the facility and for making repairs, when applicable and necessary.

8. INDEMNIFICATION

- 8.1 **CONCESSIONAIRE covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to CONCESSIONAIRE'S activities under this AGREEMENT, including any acts or omissions of CONCESSIONAIRE, any agent, officer, director, representative, employee, consultant or subcontractor of CONCESSIONAIRE, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this AGREEMENT, all without however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and**

not intended to create or grant any rights, contractual or otherwise, to any other person or entity. CONCESSIONAIRE shall promptly advise the CITY in writing of any claim or demand against the CITY or CONCESSIONAIRE known to CONCESSIONAIRE related to or arising out of CONCESSIONAIRE'S activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at CONCESSIONAIRE'S cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONCESSIONAIRE of any of its obligations under this paragraph.

- 8.2 It is the EXPRESS INTENT of the parties to this AGREEMENT, that the INDEMNITY provided for in this section (Section 10), is an INDEMNITY extended by CONCESSIONAIRE to INDEMNIFY, PROTECT and HOLD HARMLESS, the CITY from the consequences of the CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the CITY is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the CITY is the sole cause of the resultant injury, death, or damage. CONCESSIONAIRE further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

9. INSURANCE REQUIREMENTS

- 9.1 Any and all employees, representatives, agents or volunteers of Concessionaire while engaged in the performance of any work required by the City or any work related to a lease of space or Concession Agreement with the City shall be considered employees, representatives, agents or volunteers of Concessionaire only and not of the City. Any and all claims that may result from any obligation for which Concessionaire may be held liable under any Workers' Compensation, Unemployment Compensation or Disability Benefits law or under any similar law on behalf of said employees, representatives, agents or volunteers shall be the sole obligation and responsibility of Concessionaire.
- 9.2 Prior to the commencement of any work under this Agreement, Concessionaire shall furnish an original completed Certificate(s) of Insurance to the Golf Course Manager and City Clerk's Office, which shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. The original certificate(s) must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed directly from the agent to the City. The City shall have no duty to pay or perform under this Agreement until such certificate shall have been delivered to the City's Golf Course Manager and the City Secretary's Office and no officer or employee shall have authority to waive this requirement.
- 9.3 The City reserves the right to review the insurance requirements of this section during the effective period of the Lease Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by the City, based upon changes in statutory law, court decisions, or circumstances surrounding the Lease Agreement, but in no instance will the City allow modification whereupon the City may incur increased risk.
- 9.4 A Concessionaire's financial integrity is of interest to City, therefore, subject to Concessionaire's right to maintain reasonable deductibles in such amounts as are approved by City, Concessionaire shall obtain and maintain in full force and effect for the duration of the Lease Agreement, and any extension hereof, at Concessionaire's sole expense, insurance coverage written, on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated A-or better by A.M. Best Company and/or otherwise acceptable to the City, in the following types and amounts:

1.	Workers' Compensation and Employers Liability	Statutory \$500,000/\$500,000/\$500,000
2.	Commercial General (Public) Liability Insurance to include coverage for the following:	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 aggregate
	a. Premises/Operations	
	b. Independent Contractors	
	c. Broad Form Contractual Liability	
	d. Products/completed operations	
	e. Broad form property damage, to include fire legal liability	
	f. Personal Injury	
	g. Explosion, collapse, underground	
3.	Comprehensive Automobile Liability (if appl.)	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence or its equivalent
	a. Owned/Leased Vehicles	
	b. Non-owned Vehicles	
	c. Hired Vehicles	
4.	Motor truck cargo insurance including loading and unloading coverage; written on an inland marine form and an all risk basis	\$1,000,000
5.	Property Insurance: For physical damage to the property of CONCESSIONAIRE, including improvements and betterment to the Leased Premises	Coverage for a minimum of eighty percent (80%) of the replacement cost of CONCESSIONAIRE'S property

9.5 The City shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the City, and may make a reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Upon such request by the City, the Concessionaire shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof.

9.6 Concessionaire agrees that with respect to the above-required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions.

10.7 Name the City and its officers, employees, volunteers and elected representatives as additional insureds as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;

10.7.1 Provide for an endorsement that the "other insurance" clause shall not apply to the City of Copperas Cove where the City is an additional insured shown on the policy;

10.7.2 Workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of the City.

10.8 Concessionaire shall notify the City in the event of any notice of cancellation, non-renewal or material change in coverage and shall give such notices not less than thirty (30) days prior to the change, or ten (10) days notice for cancellation due to non-payment of premiums, which notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to the City at the following address:

City of Copperas Cove
Hills of Cove Golf Course
Attn: Course Manager
1408 Golf Course Rd
Copperas Cove, Texas 76522

City of Copperas Cove
Finance Department
Attn: City Finance Officer
P.O.Box 1449
Copperas Cove, Texas 76522

- 9.7 If Concessionaire fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the Lease Agreement. Procuring of said insurance by the City, however, is not the exclusive remedy for failure of Concessionaire to maintain said insurance or secure said endorsements. In addition to any other remedies the City may have upon Concessionaire's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Concessionaire to stop work hereunder, and/or withhold any payments(s) which become due to Concessionaire hereunder until Concessionaire demonstrates compliance with the requirements hereof.
- 9.8 Nothing herein contained shall be construed as limiting in any way the extent to which Concessionaire may be held responsible for payments of damages to persons or property resulting from Concessionaire's or its subcontractors' performance of the work covered under this Lease Agreement.
- 9.9 All personal property placed in the Leased Premises shall be at the sole risk of Concessionaire. City shall not be liable, and Concessionaire waives all claims for any damage either to the person or property of Concessionaire or to other persons due to the Leased Premises or any part of appurtenances thereof becoming out of repair or arising from bursting or leaking of water, gas, waste pipes, or defective wiring or excessive or deficient electrical current; or from any act or omission of employees, or other occupants of the Leased Premises, or any other persons; due to the happening of any accident in or about said Leased Premises. Concessionaire shall save and hold harmless City from any claims arising out of damage to Concessionaire's property or damage to Concessionaire's business, including subrogation claims by Concessionaire's insurers.

10. CONTRACT OVERSIGHT

- 10.1 The Golf Course Manager, or his designee, shall be City's principle agent for monitoring Concessionaire's compliance with this Contract

11. HOLD HARMLESS AND NO LIABILITY FOR LOSSES INCURRED BY CONCESSIONAIRE

- 11.1 Concessionaire specifically understands and agrees that City accepts no liability for any loss by Concessionaire of funds/revenues, merchandise, equipment, supplies, materials or other goods owned by Concessionaire whether due to theft, robbery, break-in, vandalism, acts of God or any other causes.
- 11.2 Concessionaire agrees to hold City harmless for any theft, damages or destruction of signs, goods and/or other property of Concessionaire so left on the Contracted Premises after Concessionaire vacates the Golf Course's Clubhouse kitchen and dining areas. If said signs, goods and any other property placed by Concessionaire upon the Contracted Premises are not removed by Concessionaire within thirty (30) days after the Contracted Premises are vacated, then the City may remove same without further notice or liability therefor.

- 11.3 Upon any such expiration or termination of this Contract, Concessionaire shall quit and peacefully relinquish control of the Food and Beverage Concession to City, and City, upon or at any time after such expiration or termination, may, without further notice, enter upon and re-enter the Clubhouse and possess itself thereof, by force, summary proceedings, ejectment or otherwise, and may remove Concessionaire and all other persons and property, including all signs, furniture, trade fixtures, and other personal property which may be disputed as to its status as fixtures, from the Clubhouse kitchen and dining areas.

12. RECORDS, REPORTS AND AUDIT RIGHTS

- 12.1 Concessionaire shall maintain, in the City of Copperas Cove, Texas, books and records reflecting his operations hereunder in accordance with generally accepted accounting principles. Such books and records, together with any other documentation necessary for verification of Concessionaire's compliance with the terms of this Contract, shall be made available to Manager or any of his authorized representatives, upon request. The City Finance Department shall have the right to conduct an audit, examine and make excerpts or transcripts from said books, records and documentation to verify the amount of Gross Revenues reported and Compensation paid to City each year.
- 12.2 Concessionaire shall furnish an annual financial statement, prepared by a certified public accountant, showing all Gross Revenues for the applicable year, within ninety (90) days after the end of Concessionaire's fiscal year. Any accounting system utilized by Concessionaire shall adhere at all times to generally accepted accounting practices.
- 12.3 All applicable records and accounts of Concessionaire, together with all supporting documentation, shall be preserved in Coryell County, Texas, by Concessionaire for five (5) years after the final payment under this Contract or until all audits, if any, are complete and findings on all claims have been finally resolved, whichever is the greater period of time. City, if it elects, has the right to require that any or all of such records and accounts be submitted for audit to City or to a certified public accountant to be selected by City. If it shall be determined, as a result of such audit, that there has been a deficiency in the payments due to City hereunder, then such deficiency shall become immediately due and payable with interest at the maximum legal rate under applicable law from the date when said payments should have been made. In addition, if payments have been understated by more than two percent (2%) and City is entitled to an increase in payments due hereunder as a result of such understatement, then Concessionaire shall pay the cost of such audit by City or City's designated auditor. In the event Concessionaire shall be delinquent in furnishing to City any monthly statement or other statements required hereunder and shall not furnish said statements to City within two (2) days following the request for same, then Concessionaire shall be automatically in default of this Contract, and shall constitute grounds for termination of this Contract by City.

13. TAXES AND LICENSES

- 13.1 Concessionaire shall pay, on or before their respective due dates, to the appropriate collecting authority, all Federal, State, and local taxes and fees and applicable employment taxes which are now or may hereafter be levied upon Concessionaire, or upon the business conducted on the Golf Course by Concessionaire, or upon any of Concessionaire's property used in connection therewith; and shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by Concessionaire. Failure to comply with the foregoing provisions shall constitute grounds for termination of this Contract by City.

14. ASSIGNMENT AND SUBLETTING

- 14.1 Concessionaire shall not assign this Contract or any portion hereof, or allow same to be assigned by operation of law or otherwise, or sublet the Contract or any part thereof. Any assignment or subletting by Concessionaire shall constitute grounds for termination of this Contract by City.
- 14.2 Without the prior written consent of Concessionaire, City shall have the right to transfer and assign, in whole or in part, any of its rights and obligations under this Contract and in the Golf Course Clubhouse referred to herein; and to the extent that such assignee assumes City's obligations hereunder, City shall, by virtue of such assignment, be released from such obligation.

15. CONCESSIONAIRE'S EMPLOYEES

- 15.1 Concessionaire shall provide and train, at his sole cost and expense, a sufficient number of employees to comply with his contractual obligations hereunder. Such employees of Concessionaire shall in no way be construed as City employees nor shall they be entitled to any compensation or benefits from or by the City.
- 15.2 Concessionaire shall develop and enforce a policy of employee standards for on-the-job conduct, appearance and demeanor.
- 17.3 Concessionaire shall pay wages that are not less than the minimum wages required by federal and state statutes to persons employed in the food and beverage concession.

16. NON-DISCRIMINATION

- 16.1 Discrimination based on race, color, sex, age, religion, disability, political affiliation, belief, or national origin, directly or indirectly, in employment practices or in the use of or admission to the Golf Course Clubhouse Food and Beverage Service is prohibited.

17. MINIMUM WAGE

- 17.1 Concessionaire shall not, except as may otherwise be permitted by applicable laws and regulations, pay less than the minimum wage required by Federal and State statutes to persons employed in his operations hereunder.

18. CONFLICT OF INTEREST

- 18.1 Concessionaire acknowledges that he is informed that Texas law prohibits contracts between the Concessionaire and any local public official, such as a City officer or employee, and that the prohibition extends to an officer or employee of City agencies, such as City-owned utilities and certain City boards and commissions, and to contracts involving a business entity in which the official has a substantial interest, as defined by Texas law, if it is reasonably foreseeable that an action on the matter would confer an economic benefit on the business entity. Concessionaire certifies (and this Contract is made in reliance thereon) that neither he, nor his employees or agents, nor any person having a substantial interest in this Contract is an officer or an employee of the City or any of its agencies.

19. CITY RESERVATIONS

- 19.1 City reserves the right to approve or disapprove any food and beverage service Special Event scheduled by Concessionaire; any function that requires a third party vendor must receive written approval from the Director five (5) days prior to the event.

20. AMENDMENT

- 20.1 This Contract, together with and any attached exhibits, constitutes the entire agreement between the parties. No other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind the parties hereto. No amendment, modification or alteration of the terms of this Contract shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

21. SEPARABILITY

- 21.1 If any clause or provision of this Contract is illegal, invalid or unenforceable under present or future laws effective during the term of this Contract, then and in that event it is the intention of the parties hereto that the remainder of this Contract shall not be affected thereby, and it is also the intention of the parties to this Contract that in lieu of each clause or provision of this Contract that is illegal, invalid or unenforceable there be added as a part of this Contract a legal, valid and enforceable clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible.

22. NOTICES

- 22.1 Notices to City required or appropriate under this Contract shall be deemed sufficient if in writing and mailed, first class, U.S. Mail, postage pre-paid, addressed to the City Secretary, P.O. Box 1449 Copperas Cove, TX. 76522, or to such other address as may have been designated from time to time in writing by the City Manager of the City of Copperas Cove. Notices to Concessionaire shall be deemed sufficient if in writing and mailed, first class, U.S. Mail, postage pre-paid, addressed to Concessionaire at the address currently on file with the Manager or at such other address on file with the City Secretary as Concessionaire may provide from time to time in writing to City.

23. PARTIES BOUND

- 23.1 The covenants and agreements herein contained shall inure to the benefits of and be binding upon the parties hereto, their respective heirs, legal representatives, successors and assigns, and if there shall be more than one party designated as Concessionaire in this Contract, they shall each be bound jointly and severally hereunder.

24. TEXAS LAW TO APPLY

- 24.1 **THIS CONTRACT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN CORYELL COUNTY, TEXAS.**

25. GENDER

- 25.1 Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

26. CAPTIONS

26.1 The captions contained in this Contract are for convenience of reference only and in no way limit or enlarge the terms and conditions of this Contract.

27. ENTIRE AGREEMENT

27.1 This Contract, together with the authorizing ordinance and any attached exhibits, constitutes the entire Contract between the parties hereto respecting the subject matter herein, and any other written or parol agreement with City regarding the subject matter herein is hereby expressly waived and terminated by Concessionaire. It is understood that the Charter of the City requires that all contracts with the City be in writing and adopted by ordinance. Further, no amendment, modification or alteration of the terms of this Contract shall be binding unless the same be in writing, dated subsequent to the date hereof, duly executed by the parties hereto and approved by such an ordinance.

IN WITNESS WHEREOF, we have affirmed our signatures this 17th day of March, 2010.

City of Copperas Cove

ATTEST:

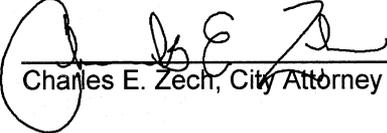


Jane Lees, City Secretary

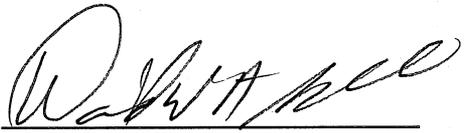
By: 

Andrea M. Gardner, City Manager

APPROVED AS TO FORM:



Charles E. Zech, City Attorney

By: 

David Gosnell

City of Copperas Cove

City Council Agenda Item Report

July 6, 2010

Agenda Item No. I-6

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

SUBJECT: Consideration and Action on an ordinance amending Chapter 16.5-8 of the Code of Ordinances of the City of Copperas Cove.

1. BACKGROUND/HISTORY

A staff committee to review the City's existing sign regulations was formed in July 2009. As a result of time constraints caused by the annual budget process, the committee was unable to resume the review process until November 2009. Since that date, a public meeting outlining sign regulations was conducted on January 19, 2010 and was followed by a Council Workshop on February 2, 2010 to receive direction from the governing body.

On April 26, 2010, the review process was completed with a Public Meeting to accept stakeholder feedback on the proposed ordinance. At the Public Meeting, changes were recommended and are included in the attached ordinance.

The governing body adopted the proposed ordinance changes on May 18, 2010 that became effective upon passage.

2. FINDINGS/CURRENT ACTIVITY

Since adoption, two additional changes are required to the ordinance adopted on May 18, 2010. The two changes are as follows:

1. Governing body direction was to change the spacing and location requirement for off-premises CEVMS and Billboard signs from two thousand six hundred forty (2,640) feet to one thousand five hundred (1,500) feet. The change will eliminate any potential differences between City and State Department of Transportation requirements. The change was inadvertently omitted from the prior proposed ordinance.
2. During the motion to adopt the proposed sign ordinance, the governing body omitted inclusion of an effective date for the "Off Premise Sign Cap" located in Sec. 16.5-8(d). City staff recommends adding the following language:

“Off premise signs legally in existence on July 8, 2010 and/or has been legally permitted by close of business on or before July 8, 2010.”

3. FINANCIAL IMPACT

Codification expenses are \$17.00 per page for any update on any page and \$10.00 per tabulation material per page. The expenses will be covered by the General Fund.

3. ACTION OPTIONS/RECOMMENDATION

City staff recommends the City Council approve an Ordinance amending Chapter 16.5-8 of the City of Copperas Cove Code of Ordinances.

ORDINANCE NO. 2010-32

AN ORDINANCE OF THE CITY OF COPPERAS COVE, TEXAS, AMENDING CHAPTER 16.5 OF THE CITY'S CODE OF ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Copperas Cove previously amended the sign regulations of the City to ensure the orderly development of land and use of property within its corporate limits and to provide for uniform sign standards and regulations in order to ensure the public safety, efficient communication and promote a positive city image reflecting order, harmony, and pride, thereby strengthening the economic stability of the City of Copperas Cove's business, cultural, historical, and residential areas; and

WHEREAS, the City Council continues to seek to maintain the value of the City of Copperas Cove's scenic and natural resources, which are the keystones of the City's economic strength and quality of life, through a comprehensive regulatory program that includes land use and development ordinances regulating signs; and

WHEREAS, the City Council recognizes the need for properly constructed and maintained signs creating a pleasing environment for residents, visitors, shoppers, and the entire community while upholding the principles of free speech, including commercial speech while promoting business and supporting the economic strength of commercial businesses within the boundaries of the City of Copperas Cove; and

WHEREAS, Chapter 16.5 of the Code of Ordinances was amended on January 19, 2010 and May 18, 2010; and

WHEREAS, The City Council finds that it is in the best interest of the City of Copperas Cove to adopt the amended Sign Ordinance.

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

SECTION 1.

That the current Sign Regulations contained in Chapter 16.5-8(b)(3) of the City's Code of Ordinances is hereby amended as follows:

Sec. 16.5-8

(b) Spacing and location.

(2) An off-premises billboard sign must not be erected within one thousand five hundred feet of another existing or previously approved off-premises billboard sign on either side of the roadway and no closer than fifteen (15) feet to the right-of-way.

(3) An off-premises CEVMS sign must not be erected within one thousand five hundred feet of another existing or previously approved off-premises sign on either side of the roadway, and no closer than fifteen (15) feet of the right-of-way.

That the current Sign Regulations contained in Section 16.5-8(d) of the City's Code of Ordinances is hereby amended as follows:

Sec. 16.5-8

(d) Off Premise Sign Cap:

The number of off-premise signs in the City is limited to the number of such signs legally in existence on July 8, 2010 and/or has been legally permitted by close of business on or before July 8, 2010.

SECTION 2.

That any ordinances or resolutions or part of ordinance or resolutions in conflict with the provisions of this Sign Ordinance are hereby repealed to the extent of such conflict.

SECTION 3.

That should any section, clause, or provision of the Sign 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 immediately upon its adoption and approval by City Council.

PASSED, APPROVED, AND ADOPTED on this 6th day of July 2010 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

Chapter 16.5 SIGN REGULATIONS*

***Editor's note:** Ord. No. 2008-43, § 1, adopted Nov. 3, 2008, repealed the former ch. 16.5, and enacted a new ch. 16.5 as set out herein. The former ch. 16.5 pertained to similar subject matter. See the Code Comparative Table for complete derivation.

Sec. 16.5-1. Purpose.

Signs use private land near the public rights-of-way to inform and persuade the general public by publishing a message. This section provides standards for the erection and maintenance of private signs. All private signs not exempt as provided below shall be erected and maintained in accordance with these standards. The general objectives of these standards are to promote health, safety, welfare, convenience, and enjoyment of the public, and in part, to achieve the following:

- (1) *Safety.* To promote the safety of persons and property by providing that signs:
 - a. Do not create a hazard due to collapse, fire, collision, decay or abandonment.
 - b. Do not obstruct fire fighting, rescue, hazardous material response, or police surveillance.
 - c. Do not create traffic hazards by confusing or distracting motorists, or by impairing the driver's ability to see pedestrians, obstacles, or other vehicles, or to read traffic signs.
- (2) *Communications efficiency.* To promote the efficient transfer of information in sign messages by providing that:
 - a. Those signs which provide messages and information most needed and sought by the public are given priorities.
 - b. Businesses and services may identify themselves.
 - c. Customers and other persons may locate a business or service.
 - d. No person or group is arbitrarily denied the use of the sight lines from the public rights-of-way.
 - e. Persons exposed to signs are not overwhelmed by the number of messages presented, and are able to exercise freedom of choice to observe or ignore said messages, according to the observer's purpose.
- (3) *Landscape quality and preservation.* To protect the public welfare and to enhance the appearance and economic value of the cityscape, by providing that signs:
 - a. Do not interfere with scenic views.
 - b. Do not create a nuisance to persons using the public rights-of-way.
 - c. Do not create a nuisance to occupancy of adjacent and contiguous property by their brightness, size, height or movement.
 - d. Are not detrimental to land or property values.

(Ord. No. 2008-43, § 1, 11-3-08)

Sec. 16.5-2. Administration.

The provisions of this chapter shall be administered and enforced by the Building Official and/or his/her authorized representative of the City of Copperas Cove.

Compliance required

(a) It shall be unlawful for any person to erect, construct, enlarge, move or convert any sign within the city or its extraterritorial jurisdiction (ETJ) without first obtaining a sign permit from and paying a permit fee to the building official unless specifically noted otherwise in this article. A change of business requires a new sign permit.

(1) No sign permit is required for on-site real estate “for sale” signs, candidate signs, government signs including traffic signs, private traffic-control signs, regulation address numerals, and memorial signs.

(2) No sign permit is required for a change of copy on any sign, or for the repainting, cleaning and other normal maintenance or repair of a sign or sign structure for which a permit has previously been issued, so long as the sign or sign structure is not modified.

(b) No person may install a sign or structurally alter an existing sign except in conformity with this article and other applicable city ordinances.

(c) The primary beneficiary of any sign installed, moved, structurally altered, structurally repaired, maintained, or used in violation of this section shall be deemed responsible for the violation of this section.

(d) The director of building inspections or his/her designee shall enforce and implement the terms of this article, including without limitation:

(1) Issuing permits and collecting the fees required by this article;

(2) Conducting appropriate inspections to insure compliance with this article;

(3) Instituting legal proceedings, including suits for injunctive relief when necessary, to insure compliance with this article; and

(4) Investigating complaints of alleged violations of this article.

(Ord. No. 2008-43, § 1, 11-3-08)

Sec. 16.5-3. Permit procedures and fees.

(a) *Requirements.* No sign shall be erected, constructed, relocated, altered, or substantially repaired except as provided in this chapter until a permit for such has been issued and the fee paid, except as otherwise provided in this chapter. All sign construction shall conform to the adopted codes and ordinances of the City of Copperas Cove.

(b) *Application for permits.* All applications for permits shall include a drawing to scale of the proposed sign and all existing signs maintained on the premises and visible from the right-of-way, a drawing of the lot plan or building façade indicating the proposed location of the sign,

and sign specifications. Applications shall be made to the chief Building Official or his/her designee on forms provided by the city.

(c) *Fee required.* Fees for a permit to erect, alter, replace or relocate a sign shall be as provided in the City of Copperas Cove Fee Schedule.

(d) *Repair permit.* It shall be unlawful for any person to repair or make alterations to any sign requiring a permit without first obtaining a repair permit and making payment of the fee required. Fees for a permit to repair shall be as provided in the fee schedule.

(e) *Late fee.* When a sign is erected, placed or substantially repaired, or work started thereon before obtaining a sign permit, the permit fee shall be doubled. The late fee does not excuse full compliance with the provisions of this chapter.

(f) *Electrical permit.* Prior to issuance of a sign permit for a sign in which electrical wiring and connections are to be used, an electrical permit must be obtained according to the existing fee schedule. The electrical inspector shall examine the plans and specifications submitted with the application to insure compliance with the electrical code of the city. No sign shall be erected in violation of the electrical code.

(Ord. No. 2008-43, § 1, 11-3-08)

Sec. 16.5-4. Special definitions.

For the purpose of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

Appurtenance. A small panel containing single or multiple words, symbols, or devices that serve to add to or become accessory to the content of the main or larger sign. These are typically smaller signs or panels that are mounted adjacent to the main sign on the supporting structure of the main sign.

Attached sign. A sign attached to, applied on, or supported by, any part of a building (such as a wall or roof) which encloses or covers usable space. (Also called a wall sign.)

Awning sign means a sign made of adhesive vinyl, or other materials, dyed or painted on an awning. Square footage is calculated by multiplying the distance from the sign's lowermost portion to the sign's uppermost portion by the distance from the sign's extreme left to the sign's extreme right. Measurement may be made across curves and angles, but must include all intervening surface area.

Banner means a piece of cloth, paper, plastic or other nonrigid material, upon which a message is painted, printed or affixed. This definition shall not include official flags of a country, state or local government jurisdiction.

Billboard means any outdoor advertising sign independent of a building which directs attention to a business, commodity, industry or other activity which is sold, offered, or conducted elsewhere than on the premises upon which the sign is located or to which it is affixed or which is sold, offered or conducted on such premises only incidentally, if at all. Further, the term includes all structures, of whatever material the structures may be constructed, which are erected, maintained and established for public display of posters, printed signs, pictures or other pictorial or reading matter

Building. Any structure built for the support, shelter, and enclosure or protection of persons, animals, chattels or movable property of any kind.

Building Official. The officer or other designated authority charged with the administration and enforcement of adopted codes and ordinances.

Changeable electronic variable message sign (CEVMS). A sign which permits light to be turned on or off periodically or which is operated in a way whereby light is turned on or off periodically (including any illuminated sign on which such illumination is not kept stationary or constant in intensity and color at all times when such sign is in use, LED (light emitting diode) sign or digital sign) and which varies in intensity or color. A CEVMS sign does not include a sign located within the right-of-way that functions as a traffic control device and that is described and identified in the Manual on Uniform Traffic Control Devices (MUTCD) approved by the Federal Highway Administrator as the national standard.

Construction sign means a temporary sign that denotes work at a construction site during the period of construction by a contractor, tenant or owner.

Detached sign. A sign connected to the ground which is not an attached sign, inclusive of signs on moveable objects, except signs on vehicles which are moving or are parked only temporarily, incidental to their principal use for transportation. (Also termed "pole sign" or "freestanding sign").

Device sign. A flag, hot air balloon, banner, pennant, streamer, or similar device that moves freely in the wind. All wind devices are considered to be signs, and are regulated and classified as attached or detached, by the same rules as other signs. (Also termed "wind device".)

Directional Signs. Signs limited to directional messages, principally for pedestrian or vehicular traffic.

Effective area. The area enclosed by drawing a rectangle of horizontal and vertical lines which fully contain all extremities of the sign drawn to scale, exclusive of its supports. The measurement is to be calculated from a viewpoint which gives the largest rectangle of that kind, as the viewpoint is rotated horizontally around the site. The effective area for attached signs shall mean the sum of the areas of the minimum imaginary rectangles enclosing each word attached to any particular façade (see Appendix - Illustration 1).

Façade. Any separate face of a building, including parapet walls and vertical offsets, or any part of a building which encloses or covers usable space. Where separate faces are oriented in the same direction, or in the directions within forty-five (45) degrees of one another, they are to be considered as a part of a single façade.

Flag, corporate. The official flag of a company including logo flags and special event flags supplied by a parent company.

Flag, national. The flag of the United States of America.

Flag, spirit. School flags or flags that contain crests, pictures and such but contain no advertising.

Flag, state. The flag of the State of Texas, or the flags of other states in the United States of America, or its protectorates.

Government sign. Signs which are legally required or necessary to the essential functions of government agencies.

Inflatable devices. Devices filled with air or other gasses either sealed or fed with a constant air supply (fan or pressure fed) designed to attract attention to a business or event. These include but are not limited to balloons that are lighter-than-air and tethered, balloons that are filled with air and anchored or other inflatable devices that are set in motion by a constant air supply (air-powered devices).

Kiosk Sign. Kiosk signs shall be approved sign plaza structures and may be located within the city right-of-way, providing directions to subdivisions, homebuilders, and city or government facilities, installed and maintained by the city or a contractor authorized by the city.

Luminance. The brightness of a lamp or sign or a portion thereof expressed in terms of foot-candles.

Monument sign. A freestanding sign having a low profile and made of stone, concrete, metal, routed wooden planks or beams, brick or similar materials. These signs shall be designed to repeat or harmonize with the architecture of the structure of the building it serves

Nit. A unit of luminance also called candela per square meter. Often used to quote the brightness of computer displays, which typically have luminance of 50 to 300 nits (the sRGB specification for computer monitors targets 80 nits). Modern flat-panel (LCD and plasma) displays often exceed 300 nits.

Nonconforming signs. Any sign which does not conform to all provisions of this chapter shall be a nonconforming sign if it legally existed as a conforming or nonconforming sign, as the case may be, prior to the adoption of this chapter.

Off-premises sign. Any sign which is not a premises sign

Political sign. Signs which by their content support or oppose any candidate for public office or any proposition to be voted upon at an election, or which make a political or ideological statement in the nature of constitutionally protected noncommercial free speech.

Portable and/or display sign. A sign or display surface temporarily fixed to a standardized advertising or structure which can be regularly moved from its location at period intervals and is not permanently affixed to the real property.

Premises sign. A freestanding sign identifying or advertising a business, person, or activity, and installed and maintained on the same premises as the business, person, or activity. (Also called "on-premises sign".)

Projected sign. A sign which extends out or beyond the face of the building more than eighteen (18) inches with the message or face perpendicular to the face of the building.

Protective sign. A sign which is commonly associated with safeguarding the permitted uses of the occupancy, including, but not limited to, "beware of dog", "no trespassing", and "no solicitors".

Premises. A lot or un-platted tract, or a combination of contiguous lots or un-platted tracts if the lot or tract, or combination, is under single ownership and is reflected in the plat records of the county.

Sign means any structure, part thereof or device or inscription which is located upon, attached to or painted or represented on any land or on the outside of any building or structure or on an awning, canopy, marquee or similar appendage or permanently affixed to the glass on the outside of the building or structure and which displays or includes any numeral, letter, word, model, banner, pennant, balloon, emblem, insignia, symbol, device, monogram, heraldry, trademark, light, string of lights or other representation used as or in the nature of an announcement, advertisement, attention arrestor, direction, warning or designation of any person, firm, group, organization, corporation, association, place, commodity, product, service, business, profession, enterprise, industry, activity or any combination thereof. Where the term "sign" is used in this chapter without further modification, the term shall be understood to embrace all regulated signs and replicas. The term "sign" shall include the sign structure.

Sign support. Any pole, post, strut, cable, or other structural fixture or framework necessary to hold and secure a sign, providing that said fixture or framework is not imprinted with any picture, symbol or word using characters in excess of one inch in height, nor is internally or decoratively illuminated.

Special Events. Any community entertainment, amusement, or recreation event to which the general public is invited, lasting 4 days or less, that occurs at a single location on a recurring or irregular basis.

Streamers. Streamers, pendants, flags, reflective tinsel and other devices strung on ropes or wires designed to be strung between buildings or poles.

Temporary sign. A sign temporarily supplementing the permanent signs on the premises. Signs indicating a business opening, "For Lease", or "For Rent" are special purpose signs.

Traffic control sign. A sign which directs vehicular or pedestrian movement within or onto the premises on which the movement control sign is located.

Vehicular sign. Any sign on any vehicle parked temporarily, incidental to its principal use for transportation. This definition shall not include signs that are being transported to a site of permanent erection or identification, company name or logo painted or permanently affixed to the vehicle or signs on vehicles transporting goods or providing services.

Zoning district, business or manufacturing. Any business or manufacturing zoning district designated by the Zoning Ordinance of the City of Copperas Cove.

Zoning district, non-business. Any zoning district not designated as a business or manufacturing district in accordance with the above definition.

(Ord. No. 2008-43, § 1, 11-3-08)

Sec. 16.5-5. Provisions for all zoning districts.

(a) *Banners.*

(1a) Each business shall only be allowed (4) banner per calendar year

(1) Banners may be displayed for no more than fourteen consecutive (14) days.

(2) No more than one (1) banners per building may be displayed.

(3) Banners may not exceed twelve (12) square feet.

(4) Banners may only be attached to the main structure or to poles in a taut manner and must be a minimum of twelve (12) feet from the bottom of the sign above the ground. Temporary poles and fence posts are prohibited. Poles installed in thick sleeves that are removable would be considered permanent poles provided they have a footing.

(5) Banners may only be made of a non-rigid material

(b) *Changeable electronic variable message signs (CEVMS) standards.*

(1) The interval of change between each individual message shall be at least ten (10) seconds, not including the time required for one (1) message to transition to the next. A change of message must be accomplished within two (2) seconds or less.

(2) The sign shall contain a default mechanism that will freeze the display in a static image if a malfunction occurs.

(3) The sign may not display light of such intensity or brilliance to cause glare, impair the vision of an ordinary driver, or constitute a nuisance. For purposes of this section, the terms *daytime* and *nighttime* shall have the meanings set forth in 541.401, Texas Transportation Code, V.T.C.A, as amended, and light exceeding the following intensity levels (nits) constitute a nuisance:

TABLE INSET:

Intensity Levels (nits)		
Color	Daytime	Nighttime

Red only	3,150	1,125
Green only	6,300	2,250
Amber only	4,690	1,675
Multiple colors	7,000	2,500

(4) Prior to the issuance of a sign permit, the applicant shall provide written certification from the sign manufacturer that the light intensity has been factory programmed not to exceed 7,000 nits and that the intensity level is protected from end-user manipulation by password-protected software, or other method satisfactory to the Building Official.

(5) The sign shall not:

- a. Resemble a warning or danger signal;
- b. Resemble or simulate any lights or official signage used to control traffic in accordance with the current version of the Manual on Uniform Traffic Control Devices, including any revisions, published by the Federal Highway Administration (FHWA); or
- c. Cause an ordinary driver to mistake the sign for a warning or danger signal.

(6) Nothing in this section shall be construed to permit light in violation of section 20-25 of the Copperas Cove Zoning Ordinance, or any other applicable regulation. In addition, to the extent of any conflict this section controls over section 16.5-8 of this chapter.

(7) Location and application alternatives for CEVMS signs. CEVMS signs may be permitted only along U.S. Highway 190, in business districts and manufacturing districts, within the applications explicitly specified below.

(c) *Construction signs.* Temporary construction signs are allowed when complying with the requirements of this chapter, providing that such signs shall not be erected prior to the issuance of the building permit for the project to which the sign pertains. Construction signs are allowed upon the property upon which the construction is taking place and shall be removed upon release of the property for occupancy or completion of the project. No permit is required for construction signs.

(d) *Flags.*

(1) Any time the American flag is displayed, it will be in accordance with public law 94-344, dated July 7, 1976 and will not be torn, tattered or faded.

(2) Corporate flags and flags provided by parent companies may be displayed as long as they are fixed to poles or standards provided on the property. When such flags become tattered or faded, they must be removed or replaced.

(e) *Government signs.* Nothing in this chapter shall be construed to prevent the display of any signs which are legally required or necessary to the essential functions of government agencies.

(f) *Inflatable devices.*

(1) Lighter-than-air devices.

- a. No such device shall be tethered or anchored in or on public right-of-way.
- b. No such device shall be placed on public property without the written consent of the governing agency.
- c. Anchorage for any lighter-than-air device must be adequate to keep the device in the desired location with the anchorage device remaining stationary.
- d. Lighter-than-air devices shall not be filled with any explosive or flammable gas.
- e. Lighter-than-air devices may not remain aloft during hours of darkness unless they are illuminated.

f. Lighter-than-air devices may not be displayed for more than eighteen (18) consecutive hours, and for more than ten (10) consecutive days.

(2) Air-filled devices.

a. No such device shall be tethered or anchored in or on public right-of-way.

b. No such device shall be placed on public property without the written consent of the governing agency.

c. No device of this type may be filled with any explosive or flammable gas.

d. The tethering or anchorage for this type of device shall be such that if part of the tethering or anchorage becomes unattached, the remaining anchorage or tethering will prevent the device from interfering with vehicles or pedestrians or enter onto public or other private property.

e. This type of device may be displayed for no more than ten (10) consecutive days in a calendar year.

(3) Air-powered devices.

a. No such device shall be tethered or anchored in or on any public right-of-way.

b. No such device shall be placed on public property without the written consent of the governing agency.

c. The tethering or anchorage for this type of device shall be such that if part of the tethering or anchorage becomes unattached, the remaining anchorage or tethering will prevent the device from interfering with vehicles or pedestrians or enter onto public or other private property.

d. This type of device may be displayed for no more than ten (10) consecutive days in a calendar year.

e. This type of device must be located in a place so as to not interfere with any vehicles or pedestrians or enter onto public or other private property if the air supply fails.

(g) *Lighted signs.* Lighted signs shall be allowed in accordance with the following:

(1) All electrical wiring shall conform to the National Electrical Code edition in effect at the time of permit issuance.

(2) No single light bulb shall exceed forty (40) watts.

(3) Lighted signs shall not resemble official traffic signals or emergency vehicle lights.

(4) Sign lighting shall not move, flash, strobe, blink, rotate, change in intensity, or appear to do any of the foregoing. Exception: decorative building lighting, including permitted wall signs, when the same are at least twenty-five (25) feet from the property line along any roadway running contiguous with the premises. Also, lighted signs which indicate time and/or temperature shall be excepted.

(5) If any sign lighting, including CEVMS signs, shall be reasonably calculated to constitute a hazard to the safety of motorists operating vehicles at night, such lighting shall be altered or changed to eliminate the hazard whether or not such lighting meets the other provisions of this chapter.

(6) No lighted sign shall be erected within one hundred and fifty (150) feet of a residential district unless the lighting is shielded from view of the residential district.

(h) *Maintenance.* All signs whether on- or off-premises shall be maintained and kept in good repair.

(1) All signs having a painted face shall be kept free of fading, cracking, and peeling. Signs having more than twenty-five (25) percent of the face damaged shall be repaired, repainted, or removed.

(2) All signs having plastic faces shall be kept free of cracks, gaps and holes. Broken or damaged faces must be repaired or the entire sign removed. Signs that have faces removed due

to vacancy or the building [sic] the sign is intended for must have blank faces installed. Sign poles with open metal frames must be removed.

(3) Signs with paper or fabric faces must be maintained free of tears, rips, or voids where part of the text or face is missing. Fabric faces that are held in place with ties shall be kept secured, not allowed loose or missing ties.

(4) All poles shall be maintained in a uniform and sound condition. Poles that are dented to point where they are leaning out of plumb or have bent support or hangers shall be repaired or removed. Poles shall be maintained free of rust and be uniform in color. Poles that are multiple colored by design are allowed.

(i) *Political signs.*

(1) Political signs may be placed upon private real property, as defined in the ch. 216, § 903, Local Government Code, V.T.C.A, with the consent of the property owner. The signs may be placed without a municipal permit or municipal fee. If the city should provide a charge for the removal of a political sign, this charge shall be no greater than the charge applied for the removal of any other sign of similar size and configuration.

(2) A political sign cannot:

- a. Have an effective area greater than thirty-six (36) square feet;
- b. Be more than eight (8) feet high;
- c. Be illuminated; and
- d. Have any moving elements.

(j) *Portable signs.* Portable signs are not permitted.

(k) *Protective signs.* The occupant of a premise may erect not more than two protective signs, in accordance with the following provisions:

- (1) Each sign must not exceed one (1) square foot in effective area.
- (2) Detached signs must not exceed two (2) feet in height.
- (3) Letters must not exceed four (4) inches in height.

(l) *Restricted language or wording.* Signs shall not display gestures or words that are obscene, profane, or pornographic in nature.

(m) Searchlights are permitted but the searchlight permit shall expire one (1) week after the beginning date. The building official shall issue no more than four (4) searchlight permits for the same location in one (1) calendar year.

(n) *Sign on fence, wall, etc.* No person shall paint a sign or attach a sign, other than a nameplate and address (showing a street number), to the outside of a fence, railing or a wall which is not a structural part of a building, whether or not on the property line. A sign identifying the fence manufacturer, not to exceed one (1) square foot, may be placed on each fence.

(o) *Sign on sidewalk, street, etc.* No person shall attach any sign, paper, material, or paint, stencil, or write any name, number (except house or street address numbers) or otherwise mark on or obstruct any sidewalk, curb, gutter, or street.

(p) *Sign on pole, tree, etc.* No person shall attach or maintain any sign upon any public utility pole or other public structure to include trees on public property.

(q) *Signs over right-of-way (on-premise).* Except traffic control devices, street signs, or directional signs placed by the city or state, signs over or in the right-of-way are prohibited.

(r) *Kiosk Sign.* Kiosk signs shall be approved sign plaza structures and may be located within the city right-of-way, providing directions to subdivisions, homebuilders, and city or government facilities, installed and maintained by the city or a contractor authorized by the city.

(s) *Streamers and pendants.*

- (1) Such devices may only be strung from buildings or poles.
 - (2) No such devices may be nearer to the ground than fifteen (15) feet at its lowest point.
 - (3) Any such device that is missing twenty-five (25) percent of the flags, pendants or tinsel must be removed or replaced.
 - (t) *Traffic and directional control signs.* Traffic control signs may be erected at any occupancy or any premise, other than a single-family or duplex premise, may be attached or detached, and may be erected without limit as to number, provided that such signs shall comply with all other applicable requirements of this chapter. The occupant of a premise who erects a traffic control sign shall comply with the following requirements:
 - (1) Each sign must be stationary and not exceed two (2) square feet in effective area or as required by MUTCD.
 - (2) If a sign is an attached sign, the words must not exceed four (4) inches in height.
 - (3) Each sign must convey a message that directs vehicular or pedestrian movement within or onto the premise on which the sign is located.
 - (4) The signs must contain no advertising but may have company identification or logo.
 - (u) *Utility identifications and warning devices.* Utility identification markings on poles or for underground pipe and line warnings do not come under the realm of signage for purposes of this section. Warning and identification devices are exempt from this section and may be located in the right-of-way when used to identify equipment in that right-of-way.
 - (v) *Vehicular signs.* Vehicular signs shall conform to the following restrictions:
 - (1) It shall be unlawful to attach any sign to a trailer, skid, or similar mobile structure or vehicle, where the primary use of such structure is to provide a base for such sign or constitute a sign itself. This provision does not restrict the identification signs on vehicles used for any bona fide transportation activity.
 - (2) Signs attached to or upon any vehicle shall be prohibited where any such vehicle is allowed to remain parked in the same location, or in the same vicinity, at frequent or extended periods of time and where the sole intent is apparent to be one of using the vehicle and signs for purposes of advertising an establishment, service, or product. Vehicles operating under a city franchise or annual permit fee shall be excluded from this provision.
 - (3) Signs shall extend no more than twenty-four (24) inches from the top of any vehicle.
 - (4) *Exempt signs:* Temporary construction trailers on construction sites and advertisement of any company. Emergency vehicle signs are exempt from this section.
 - (w) Signs may not be operated or located in such a manner as to cause a vehicle operator to be distracted or confused or to obscure or interfere with official road signs, or hamper an operator's view of merging or intersecting traffic at road and driveway intersections or a road and railroad intersections.
- (Ord. No. 2008-43, § 1, 11-3-08)

Sec. 16.5-6. Business district sign requirements.

- (a) *Detached signs (on-premise).*
 - (1) Detached signs are permitted in business zoning districts as provided in this chapter.
 - (2) Detached signs must be premise signs; off-premises signs may be allowed according to Sec 16.5-8, Billboards and Other Off-premises Signs.
 - (3) Number of signs--Only one (1) detached sign of any type may be erected on any premise or lot, except that:

a. Premises that have more than four hundred fifty (450) feet of frontage along the public right-of-way, other than an alley, may have one (1) additional detached sign for each additional four hundred fifty (450) feet or portion thereof of frontage.

b. Properties having frontage on two (2) streets may have two (2) freestanding detached signs, one (1) facing each direction of travel.

(4) Design specifications--Pole signs, advertising both single tenant and multi-tenant users, shall be allowed and shall be governed by the following design standards and regulations:

a. Detached signs exceeding ten (10) feet in height but not exceeding twenty (20) feet in height and with an effective area of fifty (50) square feet or less may be located as near as ten (10) feet to the public right-of-way as measured from the closest edge of the sign. Total cross-sectional area shall not exceed three (3) square feet.

b. A detached sign of an effective area of one hundred fifty (150) square feet or less may be located as near as fifteen (15) feet to the right-of-way, provided that said sign is a premise sign at least ten (10) feet high, and does not exceed thirty (30) feet in height. In the event of back-to-back signs, the space between signs shall not exceed six (6) feet measured horizontally.

c. A detached sign of an effective area of three hundred (300) square feet or less may be located as near as twenty-five (25) feet to the right-of-way or as near as the building setback line specified by the Zoning Ordinance, whichever is further, provided that the sign is at least ten (10) feet high and does not exceed a height of forty (40) feet. Total cross-sectional area shall not exceed nine (9) square feet.

d. No detached sign(s) shall exceed three hundred (300) square feet in effective area or forty (40) feet in height except as hereinafter provided in section 16.5-8 for certain detached non-premise signs.

e. All set backs shall be measured from right-of-way to nearest edge of sign (see Appendix - Illustration 2).

(5) Multiple occupants or establishments.

a. Detached sign designed to identify multiple establishments and/or advertise multiple occupants within a shopping center, office park or medical center are acceptable but must conform to (4) above.

b. Signs for bed and breakfast facilities shall be limited to one (1) on-premise detached sign not exceeding eight (8) square feet.

(6) Changeable electronic variable message signs (CEVMS) signs may be used in detached sign applications as follows:

a. The change in message capability of CEVMS signs allows one (1) sign to present multiple messages. Therefore, only one (1) sign may be used per parcel or property (whichever is more restrictive) and no additional signs may be attached to a CEVMS sign or CEVMS sign support.

b. On premises detached CEVMS signs are limited to two hundred and twenty (220) square feet in message area.

c. The maximum height of a CEVMS sign, including supporting structure, is forty-two and one-half (42 1/2) feet above nearest grade or street height, whichever is lower.

(7) Monument signs are permitted (see Appendix - Illustration 3).

(b) *Attached signs.* Attached signs are permitted in business districts in accordance with the provisions of this chapter.

(1) All attached signs must be on-premise signs.

(2) Maximum effective area. Total effective area of attached signs shall not exceed the following:

- a. An attached sign located at a height up to thirty-six (36) feet or less shall be limited to two and one-half (2.5) square foot of sign area for each linear foot of building frontage on a public street not to exceed one hundred (100) square feet.
 - b. An attached sign located at a height of thirty-six (36) feet or above shall be permitted an increase in maximum effective area. Such increases shall not exceed four (4) square feet in effective area for each additional one (1) foot of height above thirty-six (36) feet, measured from the base of the sign.
 - (3) Specifications for special purpose signs. Any premise or any nonresidential occupancy may temporarily display one special purpose attached sign on each building façade, limited to eight (8) words with characters equal to or exceeding a height of four (4) inches. The total effective area of the combined signage shall contain no more than fifty (50) square feet.
 - (4) Projection from building surface. All attached signs and their words shall be mounted parallel to the building surface to which they are attached, and shall project no more than eighteen (18) inches from the surface except as follows:
 - a. Any premise or any nonresidential occupancy may erect not more than one (1) attached sign projecting up to a maximum of four (4) feet from a vertical building surface, but not above the roof, provided that the premise or occupancy maintains no detached sign on the premise, and that the sign does not exceed twenty (20) square feet in effective area and that no part of the sign descends closer to site grade than ten (10) feet, nor projects into or over any public right-of-way (see Appendix - Illustration 4).
 - b. On any premise or nonresidential occupancy, a sign may be erected at the eaves or edge of the roof or on a parapet or edge of a canopy, provided that the sign is parallel to the façade, and does not project more than four (4) feet from the surface to which it is attached (see Appendix - Illustration 5).
 - c. Notwithstanding any of the above requirements, no building front or wall shall exceed thirty-five (35) percent of that wall or front in signage including signs attached to windows.
 - (5) Approved metal or wood backing is required for all attached wall or projected signs and shall be adequately anchored.
- (Ord. No. 2008-43, § 1, 11-3-08)

Sec. 16.5-7. Provisions for non-business zoning districts.

- (a) *Application of division.* The provisions of this section apply to all signs in any non-business district, and also to signs which are within twenty-five (25) feet of a non-business district boundary.
- (b) *Special purpose and premise signs.* An occupant in non-business zoning districts may erect only special purpose signs, and premise signs, which include movement control signs and protective signs. No sign shall exceed eight (8) square feet.
- (c) *Detached premise signs--Multifamily.* Multifamily premises may have detached signs subject to the following restrictions:
 - (1) Number of signs. Each premise may have no more than one (1) detached premise sign provided however, that premises with more than seven hundred fifty (750) feet of frontage along a public street, other than an alley, may have not more than one (1) additional detached sign for each five hundred (500) feet of additional frontage or fraction thereof. Each premise may display not more than one (1) detached special purpose sign.

(2) Setback, effective area, and height. A minimum setback of ten (10) feet is required of all detached signs. A minimum setback of fifteen (15) feet from the public right-of-way is required for signs exceeding ten (10) square feet in effective area or ten (10) feet in height. A minimum setback of twenty (20) feet is required if effective area exceeds twenty (20) square feet. No detached signs shall exceed fifty (50) square feet in effective area and twenty (20) feet in height.

(d) *Attached premise signs--Multifamily.* Attached signs are permitted for multifamily premises subject to the following restrictions:

(1) All attached signs must be premises signs.

(2) All signs erected pursuant to this section shall be limited to one (1) per complex per street frontage.

(3) All signs and their words shall be mounted parallel to the building surface to which they are attached. No signs or words shall project more than eighteen (18) inches from the surface to which they are attached. Signs shall not be mounted on roofs and shall not project above the roof.

(e) *Detached premise signs--Single-family or duplex residential.* A single-family or duplex residential premise may display one (1) detached special purpose sign referring to the sale or lease of the premise, and may display detached political signs provided that detached special purpose and political signs must conform to all the restrictions set forth in this section. Detached signs advertising home occupations are prohibited.

(f) *Attached premise signs--Single-family or duplex residential.* A single-family or duplex residential premise may display one (1) attached sign referring to the sale or lease of the premise. This sign must conform to all restrictions set forth in this section. Attached signs advertising home occupations are not permitted.

(Ord. No. 2008-43, § 1, 11-3-08)

Sec. 16.5-8. Billboards and other off-premises signs.

(a) *Size and height.*

(1) Maximum sign area for billboards shall be six hundred seventy-two (672) square feet, excluding cutouts, with maximum dimensions of twenty-five (25) feet in height and sixty (60) feet in width. Cutouts may not exceed twenty (20) percent of the sign's effective area.

(2) Maximum sign area for off-premises CEVMS signs shall be two hundred and twenty (220) square feet. If a CEVMS sign larger than two hundred and twenty (220) square feet is requested, it must meet all requirements of an off-premises billboard sign as well as meeting all CEVMS restrictions on sign characteristics. If a conflict between the billboard and CEVMS sign regulations exists, the more restrictive of the two (2) shall be prescribed.

(3) No sign may have more than one (1) side facing a particular direction of travel on the main traveled right-of-way. Signs, which exceed three hundred (300) square feet, may not be stacked or placed side-by-side. If a sign is erected in a back-to-back or "V" type configuration, it cannot be double-faced, but will be limited to only one (1) face for each direction of travel.

(4) No off-premises billboard sign shall exceed forty-two and one-half (42 1/2) feet in height measured from the top of the sign to the roadway from which it is to be viewed or existing grade, whichever is higher.

(b) *Spacing and location.*

(1) Off-premises signs are allowed only in the following zoning districts:

a. B-4 - Business 190 District

b. B-5 - Business Park District

c. M-1 Light Manufacturing District

d. M-2 - Heavy Manufacturing District

(2) An off-premises billboard sign must not be erected within one thousand five hundred feet of another existing or previously approved off-premises billboard sign on either side of the roadway and no closer than fifteen (15) feet to the right-of-way.

(3) An off-premises CEVMS sign must not be erected within one thousand five hundred feet of another existing or previously approved off-premises sign on either side of the roadway, and no closer than fifteen (15) feet of the right-of-way.

(4) Signs located at an intersection are not in violation of subsections (1), (2), and (3) above if they are on perpendicular streets and are not facing traffic on the same street.

(5) For spacing purposes, all measurements shall be made along the nearest edge of the highway or street right-of-way.

(6) No off-premises sign may be erected within two hundred (200) feet of any property zoned for any one (1) or two (2) family dwelling.

(7) Signs may not be operated or located in such a manner as to cause a vehicle operator to be distracted or confused or to obscure or interfere with official road signs, or hamper an operator's view of merging or intersecting traffic at road and driveway intersections or a road and railroad intersections.

(8) Detached non-premise signs shall be located not less than two hundred (200) feet from any intersection involving two (2) or more major thoroughfares (9) For purposes of this subsection, "existing or previously approved" off-premises sign or off-premises billboard sign shall include, but not be limited to:

a. All previously erected signs in existence at the time of a sign permit application, regardless of whether the previously erected sign:

i. Is a legal nonconforming sign;

ii. Is an illegal nonconforming sign; or

iii. Has received approval or a permit from the Texas Department of Transportation;

b. All off-premises signs or off-premises billboard signs, regardless of whether or not construction has begun, which have received a sign permit from the City of Copperas Cove prior to the permit application of another applicant whose sign location would be in violation of this subsection.

(c) *Other provisions.*

(1) When a sign, or a substantial part of a sign, is damaged by natural causes, or otherwise destroyed, or taken down, or removed for any purpose other than maintenance operation, it may not be re-erected, reconstructed, or rebuilt except in full compliance and conformance with this chapter. For purposes of this section, substantial shall mean if the cost of repair exceeds sixty (60) percent of the cost of a new sign of the same construction and size.

(2) Wind loads and structural requirements shall conform to the International Building Code as adopted.

(3) All off-premises advertising signs shall be permanently identified with the name of the sign owner or agency in control of the sign. Said identification shall be easily read from the roadway on which the sign is intended to be read and contain a phone number that will connect to the sign owner or agency in control of the sign.

(d) Off Premise Sign Cap: The number of off-premise signs in the City is limited to the number of such signs legally in existence on July 08, 2010 and or has been legally permitted by close of business on or before July 8, 2010.

(e) **Relocation:**

When a sign located in the City of Copperas Cove within the proposed right of way of a state highway is to be relocated to accommodate a regulated highway project and the Texas Department of Transportation issues a permit for relocation of the sign. The City will also issue a permit for a sign that meets all current City standards, except that the relocated sign:

- (1) must have a permit, but will not require payment of a permit fee;
- (2) may be erected no less than five feet (5') from any highway right of way line;
- (3) may be constructed with the same number of poles and same type of materials as the existing sign; and
- (4) may be erected without enlarging the sign face.

(f) **Sign Construction and Maintenance:**

All signs shall be designed, constructed, and maintained in accordance with the following standards:

- (1) All signs shall comply with applicable provisions of the International Building Code (IBC) at all times.
- (2) Except for banners. Flags, temporary signs, and window signs conforming in all respects with the requirements of this Code, all signs shall be constructed of durable materials and shall be permanently attached to the ground. A building or another structure by direct attachment to a rigid wall, frame, or structure.
- (3) All signs shall be maintained in good structural condition, in compliance with all building and electrical codes and in conformance with this Code at all times.
- (4) All signs shall maintain a minimum clearance from electric power lines of ten (10) feet horizontally and fifteen (15) feet vertically of as may otherwise be required by the utility provider. Any relocation of power lines to provide this clearance will be at the expense of the sign owner or as otherwise required by the electrical utility.
- (5) Any spotlights allowed to illuminate signs or sign illumination shall be shielded such that **their light source cannot be seen from abutting roads or properties.**

16.5-12 Subdivision Entry Signs

Subdivision entry signs are allowed at the primary entrance into a subdivision, subject to the following standards:

- (a) Subdivision entry signs are allowed at one (1) primary entrance unless the subdivision has entrances on two (2) different major arterials in such case an entrance sign may be placed on each of the major arterial roadways;
- (b) Subdivision entry signs must be Monument Signs subject to the definition of this Code and may contain a maximum of forty (40) square feet per sign face with a maximum height of six (6) feet;
- (c) Subdivision entry signs must be constructed of stone, brick and masonry material(s) other than CMU and stucco and must be compatible with surrounding development.
- (d) Subdivision entry signs must be setback a minimum of five (5) feet from the

property line outside of the required sight triangle [defined as a sight visibility triangle defined by measuring twenty-five (25) feet to a point along the property lines and joining said points to form the hypotenuse of the triangle and located outside of any public utility easement.

- (e) Subdivision entry signs must provide a landscaped area equal to twice the area of the sign face.
 - (1) Irrigation must be provided.
 - (2) The owners and subsequent owners of the landscaped property shall be responsible for the maintenance of the landscaped area.
 - (3) Must be submitted as part of Master Sign Plan and Construction Plans.
 - (4) All landscape materials shall be maintained so to insure an attractive appearance and a healthy vigorous, growth environment.

(Ord. No. 2008-43, § 1, 11-3-08; Ord. No. 2009-07, 3-26-09)

Sec. 16.5-9. General exceptions.

(a) The following signs may be erected and maintained under the following exceptions and conditions:

(1) *Personal residential property sale, and residential subdivision.* Permission is granted as a special privilege for residential dwelling occupants for the erection of one (1) nonilluminated personal real estate property sale sign of each type. No permit shall be required.

(2) *Temporary real estate directional signs.* Off-premises signs are permitted in any district provided each sign does not exceed six (6) square feet.

(3) *Real estate signs (nonresidential or undeveloped property).* Permission is granted to property owners for the erection of a sign to advertise the sale, lease or rent of the property on which the sign is located. Real estate signs for a tract or building shall not exceed thirty-two (32) square feet in total effective area for each street frontage.

(4) *Monument signs (on-premise).*

a. A monument sign is a freestanding sign having a low profile and made of stone, concrete, metal, routed wood planks or beams, brick or similar materials, including individual lettering, which repeat or harmonize with the architecture of the establishment it serves. Monument signs must be built on a monument base as opposed to a pole base. A monument sign may only contain the company or corporation name, logo, address and product or service of the establishment. Such sign may be single or double-faced. Such signs and base shall not exceed seven (7) feet in overall height above the natural or average grade and the actual sign face shall not exceed a total area of forty-eight (48) square feet in area. One (1) monument sign per adjoining street will be allowed. Signs made of plastic or similar materials shall not be considered as monument signs. A minimum, setback of ten (10) feet from the public right-of-way is required.

b. Monument signs are permitted in any nonresidential or multifamily district and shall conform to the requirements in subsection a. above. No other detached on-premise signs are allowed.

(5) *Temporary construction/development signs.* Permission is granted to developers and remodelers to erect temporary construction signs designed to identify contractors, financier, architects, engineer, and to advertise the coming of a new business on the premise to which the sign pertains. Such signs shall not be erected prior to the issuance of the building permit of the project to which the sign pertains, and must be removed prior to the issuance of a certificate of

occupancy. Such signs shall comply with the provisions of this chapter with the exception that no sign shall contain more than thirty-two (32) square feet in effective area.

(6) *Aircraft traffic signs.* Aircraft traffic signs or directional beacons are exempt.

16.5-10 SIGNS EXEMPT FROM REGULATIONS:

(a) The following signs shall be exempt from regulation under this Code:

1. Any Public Notice, or warning required by a valid and applicable federal, state, or local law, regulation, or ordinance;
2. Any sign inside a building, not attached to a window or door, that is not legible from a distance of more than three (3) feet beyond the lot line of the lot or parcel on which such sign is located;
3. Decorative landscape lighting only;
4. Traffic control signs on private property. Such as Stop, Yield, and similar signs. The face of which meet Department of Transportation standards and which contain no commercial message of any sort;
5. Address and postbox numerals conforming to incidental sign regulations;
6. Government signs erected by the city, county, state, or federal government in furtherance of their governmental responsibility;
7. Legal notices;
8. Memorial signs or tablets and building markers displayed on public or private buildings and tablets or headstones in cemeteries; and
9. Signs prepared by or for the local, state or federal government marking sites or buildings of historical significance.
10. Temporary Directional Signs for Special Events provided that such signs have a maximum area that does not exceed 2 square feet, are in place only during the actual hours the Special Event is in progress. Such signs may be located in a required setback.

(Ord. No. 2008-43, § 1, 11-3-08)

Sec. 16.5-11 Other requirements.

(a) *Contractor registration.* Any contractor, including those performing sign construction operations, within the city limits and ETJ of the City shall be required to be registered with the city under chapter 4, article I, section 4-7 of the City Code of Ordinances. Upon registration the contractor shall be considered registered with the city.

(b) *Surety bond.*

(1) Before a sign contractor shall be issued a license, he or she must first post a surety bond in the amount of five thousand dollars (\$5,000.00). The licensee agrees that a surety bond will be provided annually to the city no later than thirty (30) days prior to the expiration of the surety bond currently in force.

(2) The surety bond shall insure the full and faithful surety by the licensee of all the covenants, terms and conditions of the zoning ordinance, sign ordinance and building code of the City of Copperas Cove and stands as a security for the payment by the license holder of all valid claims by the city.

(c) *Indemnification.* All persons holding a sign operator's license shall agree to indemnify and hold harmless the City of Copperas Cove, its members, agents, officers and employees, their successors and assigns, individually or collectively, from and against all liability for fines, claims, suits, demands, actions or causes of actions of any kind and nature, including, but not

limited to, personal injury or death and property damage, in any way arising out of or resulting from any activity or operation of the licensee.

This indemnification shall include the issuance of the sign contractor's license. The license holder shall pay all expenses incurred in defending against any such claims made against the city; provided, however, that the license holder shall not be liable for any injury, damage or loss caused by the sole negligence or willful misconduct of the city, its agents or employees. The licensee and the city shall give prompt and timely notice of any claim made, or suit instituted, which in any way affects or might affect either party.

(d) *Revocation and suspension.*

(1) *Grounds.* The building official shall have the authority to suspend or revoke the license of any person who is found guilty of:

a. Any fraud or deceit in obtaining such license.

b. Securing sign permits in his or her name as a person authorized by law to do sign work and thereafter transferring said permit to a third party without retaining responsibility for construction and maintenance of the permitted sign.

c. Gross negligence, incompetence or misconduct in the performance of sign work which is addressed under the provisions of this chapter.

d. If the holder of such license violates any provision of this section relating to the manufacture, installation, maintenance, demolition or repair of any sign.

(2) *Appeal.* The decision of the Building Official may be appealed to the Planning and Zoning Commission by the submission, from the affected persons or parties involved, of a written letter requesting such an appeal. In determining the validity of such charges, the Planning and Zoning Commission shall proceed upon the sworn information furnished by any individual who is of sound mind and legal age. The Planning and Zoning Commission, whenever the information is sufficient to support further action, shall convene a hearing to investigate the charges further. A copy of the Planning and Zoning Commission's order convening the hearing shall be provided to the requesting person or party not less than fifteen (15) days prior to the date of the hearing. The requesting person or party may appear in person or be represented by counsel, or both, and present his or her defense to the Planning and Zoning Commission. The city attorney may provide counsel to the Planning and Zoning Commission. If the requesting person or party pleads guilty, or if the Planning and Zoning Commission finds the charges to be true, then the decision of the building official to suspend or revoke the license shall be upheld by the Planning and Zoning Commission. The hearing before the Planning and Zoning Commission provides the requesting person or party due process with which to resolve the issue.

Note: A fee as adopted in the City's Fee schedule shall be required to file an appeal under this ordinance.

(3) *Record.* When the Planning and Zoning Commission has completed their hearing, they shall file a record of their finding and decision with the city secretary and forward a certified copy for the finding and decision to the accused.

(4) *Length of suspension.* Persons may reapply for a sign contractor's license once they have remedied the reasons for which they were suspended.

(5) *Operating while suspended or revoked.* It shall be unlawful for any person whose license has been suspended or revoked by the building official to engage in or do sign work for which a permit is required under this chapter.

(e) *Enforcement and penalties.*

(1) *Enforcement.* The provisions of this chapter shall be administered by the chief building official. The chief building official, any building inspector or code enforcement officer or any duly authorized person shall have the right to enter upon any premises at any reasonable time for the purpose of making an inspection of buildings or premises necessary to carry out the enforcement of this chapter.

(2) *Violation and Penalties.* Any person, firm or corporation who violates, disobeys, omits, neglects, or refuses to comply with, or who resists the enforcement of any of the provisions of this chapter, shall be fined not less than one dollar (\$1.00) nor more than two thousand dollars (\$2,000.00) for each offense. Each violation of this chapter shall be deemed a separate offense and each day that a violation exists shall constitute a separate offense. This penalty should not be construed as exclusive, and the city may seek any other remedy available to it, in law or in equity.

(3) *No culpable mental state required.* Except as otherwise provided in this chapter, proof of a culpable mental state is not required for a conviction of an offense under this chapter.

(4) *Injunction; civil penalties.* The city shall have and retain the right to seek injunctive relief and/or civil penalties against any person, firm or corporation who is in the process of or about to violate any section, paragraph or part of this chapter. Such right of injunctive relief and/or civil penalties shall exist independent of the other penalty provisions of this chapter and not in lieu thereof.

(Ord. No. 2008-43, § 1, 11-3-08)

Sec. 16.5-12 Nonconformance and exceptions.

(a) *Purpose.* It is the declared purpose of this chapter that in time, all privately-owned signs shall conform to the provisions of this chapter and its amendments, no presently illegal sign shall be deemed to have been legalized unless such sign complies with all current standards under the terms of this chapter and all other ordinances of the City of Copperas Cove. Any sign which does not conform to all provisions of this chapter shall be a nonconforming sign if it legally existed as a conforming or nonconforming sign, as the case may be. It is further the intent and declared purpose of this chapter that no offense committed, and no liability, penalty or forfeiture, either civil or criminal, incurred prior to the time this chapter was adopted shall be discharged or affected by such passage, but prosecutions and suits for such offenses, liabilities, penalties or forfeitures may be instituted, and causes presently pending may proceed.

(b) *Condemnation.* Notice--Signs adjudged by the building official to be structurally unsafe or to be more than sixty (60) percent destroyed or dilapidated (based upon reconstruction value) may be condemned. A condemnation letter will be sent to the owner of the property stating that the sign must be demolished within fifteen (15) days of the receipt of the letter. If the sign is not removed within the period allotted, the city may remove the sign at the property owner's expense.

(c) *Nuisances.* All of the following signs shall be considered a public nuisance and the city may, without notice, remove and impound any of the following signs:

(1) Any sign erected or existing that constitutes a traffic hazard.

(2) Any sign erected without a permit, either prior to or after the adoption of this chapter, if a permit was required.

(3) Any sign erected in violation of the provisions of this chapter.

(4) Any sign erected in or over a public right-of-way, either prior to or after the adoption of this chapter.

(d) *Removal of certain nonconforming signs, when required.* A nonconforming sign may be replaced with another sign as long as the area of the existing sign is not exceeded by the new sign.

(e) *Repair or renovation of nonconforming signs.* No nonconforming sign shall be enlarged. Normal periodic maintenance or repair is permitted pursuant to paragraph (b) above.

(f) *Recovery of impounded signs.* Signs impounded from within the street right-of-way may be recovered by the owner within fifteen (15) calendar days of the date written notice received of impoundment by paying a fee as follows:

(1) A fee of five dollars (\$5.00) for signs which are thirty-two (32) square feet or less in area.

(2) A fee of fifty dollars (\$50.00) for signs which are larger than thirty-two (32) square feet in area.

(g) *Disposal of impounded signs.* Signs not recovered within fifteen (15) calendar days of impoundment may be disposed of by the city in any manner it shall elect.

Sec. 16.5-12 Appeals

(a) Any appeals of the interpretation of this ordinance may be made to the supervisor of the building official. An Appeal shall be requested in writing to the building official requesting the appeal of the interpretation of the ordinance within in five (5) business days of the ruling by the building official. If no appeal is filed within five (5) business days of the ruling by the building official, the appellant is considered to have waved their rights of appeal. For the purposes of this ordinance, a written appeal may be made in writing by letter or email addressed to the building official.

(b) The supervisor of the building official will hear all issues and may call a meeting of the applicant for a sign permit or an existing sign permit holder. At this meeting, the supervisor of the building official will attempt to resolve any conflicts through education on the intent of the codes. No code is written and adopted that can possibly predict all circumstances that may arise. The building official and his/her supervisor will seek to identify alternatives to the issues that do not violate the intent of the code but allow individual circumstances to apply using a common sense approach. The supervisor of the building official may elect to have more than one meeting to accomplish a resolution. He/she may also use other resources at his/her discretion to research possible alternatives. These resources may include but are not limited to; other cities with similar ordinances and codes, legal advice from the City Attorney, inquiries to other code officials, and consultation with other staff members of the City of Copperas Cove.

(c) It is generally understood that the appeal meeting(s) will begin within ten (10) business days of the receipt of the appeal.

(d) This appeal process in no way represents a variance to the ordinance. It shall not be interpreted to be a circumvention of the intent of the ordinance. It is intended to seek all possible resolutions to interpretation issues while still complying with the intent of the ordinance.

Sec 16.5-13 Variance

A. Application and Fee Required.

Any person, business or other organization desiring to continue to construct, reconstruct, place, install, repair, maintain, relocate, alter or use any sign which does not conform to the provisions of this ordinance may make application to the City Council for a variance to the provisions of

this ordinance. The application will be reviewed by the Planning and Zoning Commission whose decision shall be final. The application shall be filed with the City, accompanied by the appropriate fee established by City Council, and conform to all requirements established herein.

B. Requests for Variances after Permit Denial.

Within ten (10) business days after denial of a sign permit by the City Building Official, an applicant may file a written request for a variance with the Planning and Zoning Commission.

C. Action.

Unless an extension or postponement is sought by the applicant, the Planning and Zoning Commission shall consider and take action on the written request for a variance within Forty-five (45) days of receipt of the administratively complete application by the City.

D. Standards for Variances.

A variance shall not be granted unless the following affirmative findings, as reflected in the minutes of the meeting, are made by the Planning and Zoning Commission:

1. The variance will not authorize a type of sign which is specifically prohibited by this ordinance;
2. The variance is not contrary to the goals and objectives outlined by the City;
3. The variance is not contrary to the public interest;
4. Due to special conditions, applying to the land, buildings, topography, vegetation, sign structures, or other unique matters on adjacent lots or within the adjacent right of way, a literal enforcement of the ordinance would result in unnecessary hardship. Ordinarily, hardship that is self-induced or that is common to other similarly classified properties will not satisfy this requirement. Financial or economic hardship alone will not ordinarily satisfy this requirement;
5. The spirit and purpose of the ordinance will be observed, and substantial justice will be done.

E. Conditions of Variances. The Planning and Zoning may impose such conditions or requirements in a variance as are necessary in their judgment to achieve the fundamental purposes of this ordinance. A violation of such conditions or requirements shall constitute a violation of this ordinance. A variance, if granted, shall be for a specific event, use or other application of a business and shall not continue with the property. If a variance is granted and the sign so authorized is not under construction within ninety (90) calendar days of the date of approval of the variance, the variance shall lapse and become of no force or effect.

APPENDIX

GRAPHIC LINK:[Click here](#)

(Ord. No. 2008-43, § 1, 11-3-08)