



City of Copperas Cove

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 **Workshop Council Meeting** of the City of Copperas Cove, Texas, will be held on **October 5, 2010 at 6:00 p.m.** in the City Hall Council Chambers at 507 South Main Street, Copperas Cove, Texas 76522, at which time the following subjects will be discussed:

A. CALL TO ORDER

B. ROLL CALL

C. WORKSHOP ITEMS

1. Presentation and discussion on recommendations from the Animal Rescue Committee.
George Fox, Chair, Animal Rescue Committee
2. Provide direction to the City Manager regarding agenda item C-1. **Andrea M. Gardner, City Manager**

D. ADJOURNMENT

The City Council reserves the right to adjourn into Executive Session at any time regarding any issue on this agenda for which it is legally permissible.

City Hall is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to the meeting. Please contact the City Secretary at (254) 547-4221, (254) 547-6063 TTY, or FAX (254) 542-8927 for information or assistance.

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the Governing Body of the City of Copperas Cove was posted at _____, October 1, 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

Date: 10/05/2010

Information

SUBJECT

Presentation and discussion on recommendations from the Animal Rescue Committee. ***George Fox, Chair, Animal Rescue Committee***

BACKGROUND/HISTORY

FINDINGS/CURRENT ACTIVITY

ACTION OPTIONS/RECOMMENDATION

Attachments

Link: [Proposed Ord Changes Animal Rescue](#)

Link: [Proposed Animal Rescue Application](#)

Sec 3-51 Adoption, transfer, or euthanization of unredeemed animals.

(a) At any time after the expiration of the period of time for the redemptions of impounded animals, the animal control officer shall place the animal for adoption. All animals impounded and not redeemed, adopted or transferred may be euthanized by a trained animal control officer or licensed veterinarian.

(b) Animals remaining after the expiration of the period of time for the redemption and ~~the (x) business days~~ allotted ~~time~~ for potential adoption of ~~the an~~ animal ~~to by~~ the public has passed, the animal control officer shall transfer the animal to an approved non profit organization if available. Once the animal is transferred, the non profit organization becomes the releasing agency. All animals impounded and not redeemed or transferred to a non profit organization may be euthanized by a trained animal control officer or licensed veterinarian. ~~Non-profit organizations must submit a rescue group application to the city and get approval prior to transferring animals.~~

Article IV. DOGS, CATS AND OTHER DOMESTIC ANIMALS

Sec. 3-39 Number of cats, dogs, and other domestic pets restricted.

(b) Exceptions.

Added (6) Foster ~~Homes~~ Volunteers

(c) Prior approval mandatory. A person, firm, corporation or foster home volunteer desiring to keep or harbor more the four (4) shall obtain the animal control supervisor's approval before any person, firm, corporation or foster home volunteer may exceed the limit of four (4) domestic pets. Same

~~Added (g) Foster homes, Foster homes who ultimately want to adopt out their animals must first submit a Copperas Cove Animal Shelter Foster Home Program Application. Once approved by the animal control supervisor, foster home may then receive their animal.~~

Article I. GENERAL PROVISIONS

Add to Sec. 3-1. Definitions.

Foster ~~home~~ Volunteer shall mean:

- ~~(1) Home approved by the animal control supervisor to keep neonatal, young or injured animals until ready for adoption from the city shelter. An approved volunteer agreeing to provide care for animals that are too young to be spayed or neutered and adopted into permanent homes, animals that are nursing a litter, or animals that are being treated for injuries or illnesses.~~
- ~~(2) Foster home that has submitted a Copperas Cove Animal Shelter Foster Home application, received approval from the animal control supervisor. Animals will be adopted out from foster home.~~

Non-profit rescue shall mean a registered 501c3 non-profit agency that has animals for rescue, rehabilitation or adoption in their temporary custody.

Releasing Agency shall mean the agency responsible for ensuring compliance with the State of Texas Health & Safety Code regulations regarding the adoption, transfer or release of animals.



Copperas Cove Animal Shelter

Guidelines for Rescue Groups

A qualification process is used in order to assure that groups are a 501C3 organization and have a responsible rescue/adoption program.

Documentation Used in Qualification for Rescue Groups

The following items are to be submitted with the application to the Copperas Cove Animal Shelter:

1. Copy of group's charter as a nonprofit organization, or a letter of affiliation with a national or regional group that is chartered to rescue.
2. Letter verifying that the group currently has a working relationship with a veterinarian.
3. Copy of group's adoption screening process, follow-up program, transfer of ownership procedure, and adoption application/agreement.
4. List of all people who are authorized or who have been verbally authorized to act as agents of the group.
5. Copy of most recent Texas Department of Health Veterinarian inspection or inspection from a national or regional group shelter location (other than Texas) for which you represent.

General Rules for Rescue Groups

1. If the Copperas Cove Animal Shelter has an available home on a waiting list or a member of the public is interested in adopting the animal, the shelter will adopt out the animal directly. If no home is available or the animal is injured/neonatal, the animal may then be transferred to a rescue group.
2. A rescue group that has selected an animal from the shelter needs to remove the animal within 24 hours of notification. If the animal is not removed within that time period, it will be made available to another rescue group that is able to care for the animal immediately.
3. Any medical or follow-up care, after the animal is removed from the shelter, is the responsibility of the rescue group. Upon leaving the facility, no other services are provided.



City of Copperas Cove
Copperas Cove Animal Shelter

Rescue Group Application

Thank you for applying for approval to rescue animals from Copperas Cove Animal Shelter. Please fill out the following form in its entirety and attach any required information. Please note that incorrect information or failure to maintain minimum city, county or state requirements will result in the removal of the organization from consideration for future rescue animals. This application must be renewed every 2 years.

General Information

Name of Rescue Organization, Humane Society or Animal Shelter:

Primary authorized contact person: _____

Title of primary contact: _____

Business address of primary contact:

E-Mail address _____

Website _____

Primary contact phone number Home _____

Work or Cell _____

Fax _____

Are you Non-profit Corporation Wildlife Rehabber

What type of animal does your organization accept? Dogs Cats Both ___Other

Are you a breed specific rescue? Yes No

What breed(s)? _____

What services do you provide?

Placement in permanent home

Transfer

Lifetime care (Sanctuary)

Foster for Non Profit

Where will the animal be kept when in your care?

Does your Non Profit Organization cage or house animals? _____ Date of last Veterinary Inspection as required by Texas Department of Health _____ or date of last inspection of home organization shelter out of state _____.

Medical Program

Would you accept sick or injured animals? Yes No

Under what circumstances would you euthanize a pet in your program?

Please list the veterinarian(s) and phone number(s) you work with (including specialists):

Please describe the routine veterinary care all animals will receive when transferred to your group:

Please list the medical issues your organization is prepared to handle:

Adoption Program

Does your organization have a set adoption fee? ___ Yes ___ No

Is Adoption fee based on services required on the specific animals? ___ Yes ___ No

What is your return policy if an adopter wants to return a pet they have adopted from you or your organization?

What about a pet they've had for several years?

By signing below, you are confirming that the above and attached information is complete and accurate to the best of your knowledge.

_____/_____/_____
Primary Contact Person Signature Title Date

For official use only:

___ Approved for 2 years

___ Rejected (see attached)

_____/_____/_____
City Representative Date of signature Date application expires

Information

SUBJECT

Provide direction to the City Manager regarding agenda item C-1. *Andrea M. Gardner, City Manager*

BACKGROUND/HISTORY

FINDINGS/CURRENT ACTIVITY

ACTION OPTIONS/RECOMMENDATION



City of Copperas Cove

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

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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 **October 5, 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. Texas Amateur Athletic Federation Young Professional of the Year Presentation. **Ken Wilson, Director of Community Services**
 - 2. Texas Amateur Athletic Federation Athlete of the Year Presentation. **Danny Zincke Assistant Director of Community Services**
 - 3. Employee Service Awards - October 2010. **Andrea M. Gardner, City Manager**
 - Richard Buttshaw, Heavy Equipment Operator - 5 Years
 - Damon Randolph, Patrol Officer - 5 Years
 - James Mullen, Assistant Street/Drainage Superintendent - 10 Years
 - Richard Williams, Police Communications Operator - 10 Years
 - Michael Fleming, Battalion Chief - 25 Years
 - 4. Proclamation: International Walk to School Day. **John Hull, Mayor**
 - 5. Proclamation: Fire Prevention Week 2010. **John Hull, Mayor**
 - 6. Proclamation: Crime Prevention Month 2010. **John Hull, Mayor**

7. Presentation of 1st place, 2nd place and 3rd place winners for the "Meet the City" favorite booth election. **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 minutes from the workshop council meeting of September 21, 2010. **Jane Lees, City Secretary**
 2. Consideration and action on approving minutes from the regular council meeting of September 21, 2010. **Jane Lees, City Secretary**
 3. Consideration and action on approving minutes from the special council meeting on September 23, 2010. **Jane Lees, City Secretary**

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

- I. **ACTION ITEMS**
 1. Consideration and action on rejecting all bids received for Solid Waste Transfer Station Tipping Floor Resurfacing project. **James A. Trevino, Assistant Public Works Director**
 2. Consideration and action on authorizing the City Manager to enter into an agreement with Jani King Commercial Cleaning service of Austin for cleaning services of municipal buildings. **Ken Wilson, Director of Community Services**
 3. Consideration and action on authorizing the City Manager to enter into an agreement with Pattillo, Brown & Hill, L.L.P. for the 2009-10 fiscal year audit. **Andrea M. Gardner, City Manager**
 4. Consideration and action on appointment of Commissioners to the Housing Authority of the City of Copperas Cove. **Jane Lees, City Secretary**
 5. Discussion and possible action on amending Chapter 12, Section 12-4 (Garage Sales) of the Code of Ordinances of the City of Copperas Cove. **Mike Morton, Chief Building Official**
 6. Discussion and possible action on swimming pool requirements/safety. **Mike Morton, Chief Building Official**
 7. Consideration and action on an ordinance adopting a new Personnel Policy No. 421, Blogging & Social Networking and Media. **Kelli Sames, Human Resources Director**

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

- K. **ITEMS FOR FUTURE AGENDAS**

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 and Water Line Projects.
2. Pursuant to §551.074 of the Open Meetings Act, Tex. Gov't Code, Council will meet in Executive Session to deliberate the employment of a public officer or employee - Director of Financial Services.
3. Pursuant to §551.074 of the Open Meetings Act, Tex. Gov't Code, Council will meet in Executive Session to deliberate the appointment of a public officer or employee - Assistant Director of Financial Services.

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.

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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 _____, October 1, 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

City Council Regular

Item #: E. 1.

Date: 10/05/2010

Information

Subject

Texas Amateur Athletic Federation Young Professional of the Year Presentation. ***Ken Wilson, Director of Community Services***

City Council Regular

Item #: E. 2.

Date: 10/05/2010

Information

Subject

Texas Amateur Athletic Federation Athlete of the Year Presentation. ***Danny Zincke Assistant Director of Community Services***

Attachments

Link: [TAAF](#)

The **Texas Amateur Athletic Federation** is a nonprofit organization established in 1925 to promote, organize and conduct amateur athletics in the state of Texas. Currently the TAAF membership consists of over 140 organizations with over 210,000 individual participants.

Each year TAAF recognizes a male and female athlete for each of its member cities. The winners of the Local Athlete of the Year are eligible for the Regional and then TAAF State Athlete of the Year awards.

The young men and women who are considered for this award are not only good at their respective sports, but are also outstanding students and citizens of our community.

This year Copperas Cove Parks and Recreation in partnership with TAAF would like to honor Riley Collier with the 2010 City of Copperas Cove Female Athlete of the Year.

Riley's coaches and team mates say she is a great team player both on and off the Softball field. She is always encouraging to her team mates and willing to go the extra mile for her team. Riley has worked very hard to improve not only as a pitcher, her favored position, but in all of the aspects of the game.

Her School activities include: Honor Choir, Student Council, and GT classes where she maintains an A/B average. Riley also leads by example being involved in her community, she volunteers at the local food pantry by preparing Thanksgiving baskets for families in need, she has donated to Locks Of Love several times and participated in the Capital Area Food Drive.

This year Copperas Cove Parks and Recreation in partnership with TAAF would like to honor Kyle Stifflemire with the 2010 City of Copperas Cove Male Athlete of the Year.

Kyle Stifflemire at the ripe old age of 10 is a 5 year veteran of the TAAF summer track program. This year Kyle participated in the 80 meter hurdles, 100 meter dash, 800 meter run, and pole vault; clearing 7' at the TAAF Region 5 track meet. Kyle is an all around athlete for Copperas Cove Parks and Recreation competing in football, baseball, and basketball as well as summer track. Kyle has a great attitude and work ethic in each sport that he participates in.

Kyle also excels in the classroom, maintaining a permanent spot on the A honor roll as a 5th grade GT student at Hallstead Elementary. Kyle hopes to play sports in College one day and then become a teacher and coach.

The City of Copperas Cove would like to congratulate these fine young athletes for their achievements both on and off the playing field.

Date: 10/05/2010

Information

Subject

Employee Service Awards - October 2010. ***Andrea M. Gardner, City Manager***

- Richard Buttshaw, Heavy Equipment Operator - 5 Years
 - Damon Randolph, Patrol Officer - 5 Years
 - James Mullen, Assistant Street/Drainage Superintendent - 10 Years
 - Richard Williams, Police Communications Operator - 10 Years
 - Michael Fleming, Battalion Chief - 25 Years
-

City Council Regular

Item #: E. 4.

Date: 10/05/2010

Information

Subject

Proclamation: International Walk to School Day. *John Hull, Mayor*

Attachments

Link: [Proc Int Walk to Sch Day](#)



PROCLAMATION

WHEREAS, hundreds of children could be saved each year if communities take steps to make pedestrian safety a priority; and

WHEREAS, a lack of physical activity plays a leading role in rising rates of obesity, diabetes and other health problems among children and being able to walk or bicycle to school offers an opportunity to build activity into daily routine; and

WHEREAS, driving students to school by private vehicle contributes to traffic congestion and air pollution; and

WHEREAS, an important role for parents and caregivers is to teach children about pedestrian safety and become aware of the difficulties and dangers that children face on their trip to school each day and the health and environmental risks related to physical inactivity and air pollution; and

WHEREAS, community leaders and parents can determine the "walkability" of their community by using a walkability checklist; and

WHEREAS, community members and leaders should make a plan to make immediate changes to enable children to safely walk and bicycle in our communities and develop a list of suggestions for improvements that can be done over time; and

WHEREAS, children, parents and community leaders around the world are joining together to walk to school and evaluate walking and bicycling conditions in their communities.

NOW THEREFORE, BE IT RESOLVED, that I, John Hull, Mayor, proclaim October 6, 2010 as

"International Walk to School Day"

in the City of Copperas Cove, Texas and encourage everyone to consider the safety and health of children today and every day.

John Hull, Mayor

Attest:

Jane Lees, City Secretary

City Council Regular

Item #: E. 5.

Date: 10/05/2010

Information

Subject

Proclamation: Fire Prevention Week 2010. *John Hull, Mayor*

Attachments

Link: [Proc Fire Prevention Wk](#)



PROCLAMATION

- WHEREAS,** the City of Copperas Cove is committed to ensuring the safety and security of all those living in and visiting our City; and
- WHEREAS,** fire is a serious public safety concern and homes are where people are at greatest risk to fire; and
- WHEREAS,** nearly 3,000 people die each year as a result of home fires with roughly two-thirds of those being fires in homes in which no smoke alarms or no working smoke alarms were present; and
- WHEREAS,** working smoke alarms cut the chance of dying in a reported fire in half; and
- WHEREAS,** the National Fire Protection Association recommends at least one smoke alarm on every level of the home (including the basement) outside all sleeping areas, and in all bedrooms; and
- WHEREAS,** informing the public about the importance of smoke alarm installation and maintenance serves an essential step toward increasing the public's safety from home fires; and
- WHEREAS,** Copperas Cove's first responders are dedicated to reducing the occurrence of home fires and home fire deaths and injuries through prevention and proper education; and
- WHEREAS,** the Fire Prevention Week 2010 theme, "Smoke Alarms: A Sound You Can Live With!" actively works to motivate residents to implement smoke alarm recommendations in their homes.

NOW THEREFORE, I, John Hull, Mayor of the City of Copperas Cove, do hereby proclaim the week of October 3-9, 2010 shall be observed as

"Fire Prevention Week"

and urge all people of the City of Copperas Cove to protect their homes and families by heeding the potentially life-saving messages of Fire Prevention Week 2010.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Copperas Cove to be affixed this 5th day of October 2010.

John Hull, Mayor

ATTEST:

Jane Lees, City Secretary

City Council Regular

Item #: E. 6.

Date: 10/05/2010

Information

Subject

Proclamation: Crime Prevention Month 2010. *John Hull, Mayor*

Attachments

Link: [Proc Crime Prevention Mo](#)



PROCLAMATION

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

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

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

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

NOW, THEREFORE, I, John Hull, Mayor of the City of Copperas Cove, Texas do hereby proclaim the month of October as:

“CRIME PREVENTION MONTH 2010”

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

John Hull, Mayor

ATTEST:

Jane Lees, City Secretary

Information

Subject

Presentation of 1st place, 2nd place and 3rd place winners for the "Meet the City" favorite booth election.

Andrea M. Gardner, City Manager

Information

SUBJECT

Consideration and action on approving minutes from the workshop council meeting of September 21, 2010. *Jane Lees, City Secretary*

BACKGROUND/HISTORY

FINDINGS/CURRENT ACTIVITY

ACTION OPTIONS/RECOMMENDATION

Attachments

Link: [09-21-10 WKS Min](#)

**CITY OF COPPERAS COVE
CITY COUNCIL WORKSHOP MEETING MINUTES
September 21, 2010 – 6:00 P.M.**

A CALL TO ORDER

Mayor Hull called the workshop meeting to order at 6:00 p.m.

B ROLL CALL

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

Attendees: Andrea M. Gardner
Jane Lees

C WORKSHOP ITEMS

- 1 Review and discussion of Bond Funds. ***Andrea M. Gardner, City Manager***

Andrea M. Gardner, City Manager, gave an overview and presentation, which is attached and made a part of these minutes.

Direction given staff from the City Council in the form of consensus was to support all projects presented, but remove the Tele-Works Outbound Notification item in the amount of \$4,980.

- D ADJOURNMENT** - There being no further business, Mayor Hull adjourned the meeting at 6:39 p.m.

John Hull, Mayor

Attest:

Jane Lees, City Secretary

Information

SUBJECT

Review and discussion of Bond Funds. *Andrea M. Gardner, City Manager*

BACKGROUND/HISTORY

FINDINGS/CURRENT ACTIVITY

ACTION OPTIONS/RECOMMENDATION



City of Copperas Cove

CIP Projects

Workshop 9/21/10

2010 Tax Notes

- 2010 Tax Notes Issued \$ 4,050,000

Allocated Project:

North Loop Waterline (357,479)

Total Remaining \$ 3,692,521

Options

- Option 1- Pay back debt
- Option 2- Fund all or part of future proposed tax notes

Option 2

– Ave. F Reconstruction phase I	\$ 147,021
– Ave. F Reconstruction phase II	35,510
– Weir Gate Design	26,450
– Water/Wastewater Rate Study	40,000
– Tyler Content Manager	7,230
– Tele-Works Outbound Notification	4,980
– Replacement of Fleet Unit Truck	26,300
– Northeast Water line Phase I	288,231
– Northeast Water line Phase II	860,000
– Compost Renovations	35,000
– Water Model Update	15,000
– Mountain Top North (Mesa Verde)	1,700,000
– CDBG Grant	<u>55,000</u>
Total	\$ 3,240,722

Information

SUBJECT

Consideration and action on approving minutes from the regular council meeting of September 21, 2010.

Jane Lees, City Secretary

BACKGROUND/HISTORY

FINDINGS/CURRENT ACTIVITY

ACTION OPTIONS/RECOMMENDATION

Information

SUBJECT

Consideration and action on approving minutes from the special council meeting on September 23, 2010.
Jane Lees, City Secretary

BACKGROUND/HISTORY

FINDINGS/CURRENT ACTIVITY

ACTION OPTIONS/RECOMMENDATION

Attachments

Link: [spc min 9/23/10](#)

**CITY OF COPPERAS COVE
CITY COUNCIL SPECIAL MEETING MINUTES
September 23, 2010 – 5:00 P.M.**

A CALL TO ORDER

Mayor Hull called the special meeting to order at 5:28 p.m.

B INVOCATION AND PLEDGE OF ALLEGIANCE - None.

C ROLL CALL

Present: John Hull
Charlie D. Youngs
Danny Palmer
Kenn Smith
Jim Schmitz
Frank Seffrood

Absent: Cheryl L. Meredith
Gary L. Kent

Attendees: Andrea M. Gardner
Jane Lees

D ANNOUNCEMENTS - None.

E PUBLIC RECOGNITION - None.

F CITIZENS FORUM – None.

G CONSENT AGENDA - None.

H PUBLIC HEARINGS/ACTION - None.

I ACTION ITEMS

- 1 Consideration and action on amending an ordinance adopting the tax rate of the City of Copperas Cove for fiscal year 2010-11 to correct a typographical error. ***Imelda Rodriguez, Director of Financial Services***

Motion by Council Member Kenn Smith Seconded by Council Member Frank Seffrood

Motion that property taxes be increased by the adoption of a tax rate of .7600.

AYE: Council Member Charlie D. Youngs
Council Member Danny Palmer
Council Member Kenn Smith

Council Member Jim Schmitz
Council Member Frank Seffrood

Passed

Motion by Council Member Kenn Smith Seconded by Council Member Frank Seffrood

Motion to approve a maintenance & operations rate of .5835.

AYE: Council Member Charlie D. Youngs
Council Member Danny Palmer
Council Member Kenn Smith
Council Member Jim Schmitz
Council Member Frank Seffrood

Passed

Motion by Council Member Danny Palmer Seconded by Council Member Kenn Smith

Motion to approve an interest & sinking rate of .1765.

AYE: Council Member Charlie D. Youngs
Council Member Danny Palmer
Council Member Kenn Smith
Council Member Jim Schmitz
Council Member Frank Seffrood

Passed

- J **REPORTS FROM OUTSIDE ENTITIES, ADVISORY COMMITTEES AND BOARDS - None.**
- K **ITEMS FOR FUTURE AGENDAS - None.**
- L **EXECUTIVE SESSION - None.**
- M **RECONVENE INTO OPEN SESSION FOR POSSIBLE ACTION RESULTING FROM ANY ITEMS POSTED AND LEGALLY DISCUSSED IN EXECUTIVE SESSION**
- N **ADJOURNMENT** - There being no further business, Mayor Hull adjourned the meeting at 5:30 p.m.

Attest:

John Hull, Mayor

Jane Lees, City Secretary

Date: 10/05/2010

Contact: James Trevino, Assistant Director of Public Works

Information

SUBJECT

Consideration and action on rejecting all bids received for Solid Waste Transfer Station Tipping Floor Resurfacing project. **James A. Trevino, Assistant Public Works Director**

BACKGROUND/HISTORY

The Transfer Station has been open since 1998. Over the past 12 years, the daily activity of dumping and pushing waste on and across the concrete floor has produced some surface cracks and wear on the concrete. Thus, the project was included in the Adopted FY 2010 Capital Improvements Plan in the amount of \$185,350 on October 13, 2009.

FINDINGS/CURRENT ACTIVITY

Contact was made with Structural Preservation Systems (SPS) who specializes in resurfacing industrial and solid waste concrete flooring facilities. SPS provided a cost estimate of \$244,000 for a 1.5 inch application of iron aggregate concrete.

The project funding was included in the Adopted CIP based on the estimate provided. Advertising for bids began on August 3, 2010 and closed on August 25, 2010. A total of two (2) bids were received.

Vanguard Contractors submitted a base bid of \$433,500, alternate #1 bid of \$327,500 and alternate #2 bid of \$375,500. CWA Construction only submitted a bid consisting of a voluntary alternate of \$335,000.

All of the bids received exceeded the funds available for the project. Due to the low number of bids received a value cost comparison cannot be completed, thus staff plans to re-evaluate the project and rebid at a future date.

ACTION OPTIONS/RECOMMENDATION

City staff recommends the City Council reject all bids received for the Solid Waste Transfer Station Tipping Floor Resurfacing project.

Fiscal Impact

Funds available Y/N?: N

FINANCIAL IMPACT:

Total funds included the Adopted CIP for FY 2010 total \$185,350 with \$8,000 of the total for bond issuance costs, thus \$177,350 remains available for construction/completion of the project.

Attachments

Link: [I-1 Analysis](#)

2010-10-92 Solid Waste Transfer Station Concrete Floor Topping

VANGUARD CONTRACTORS

CWA CONSTRUCTION

Base Bid	Alternate #1	Alternate #2	Base Bid	Alternate #1	Alternate #2	Voluntary Alternate
\$ 433,500.00	\$ 327,500.00	\$ 375,500.00	N/B	N/B	N/B	\$335,000.00
Days Required - 45			3-4 Weeks			

CWA Construction proposed alternate concrete of Anvil Top Floor Topping

Date: 10/05/2010

Contact: Ken Wilson, Director of Community Services,
Community Services

Information

SUBJECT

Consideration and action on authorizing the City Manager to enter into an agreement with Jani King Commercial Cleaning service of Austin for cleaning services of municipal buildings. **Ken Wilson, Director of Community Services**

BACKGROUND/HISTORY

During the fiscal year 2010/11 budget process, the potential of outsourcing custodial services was discussed with the governing body. Staff notified the governing body that an RFP (Request for Proposals) could help reduce the overall cost of providing the service with city employees and eliminate miscellaneous overhead costs.

FINDINGS/CURRENT ACTIVITY

In August 2010 the City sent out a Request for Proposals (RFP) for cleaning Services of Municipal Buildings. Nine Vendors responded to the Request for Proposals and City staff reviewed all proposals. Factors to determine the best value to the City were based on base price, hourly emergency cost, reputation in the field and cost per event charges.

The agreement defines the terms and conditions of the vendor, Jani King Commercial Cleaning Services and the City of Copperas Cove. The agreement will be effective November 1, 2010 and be for a term of one year with option to automatically renew the contract each year for up to 2 years, thereafter. The agreement was reviewed by City staff, the City Attorney and Jani King of Austin.

The City Manager met with all personnel potentially impacted by the recommended outsourcing on September 24, 2010. The current City employees (2 full-time positions and 1 part-time position) will continue employment with the City until October 31, 2010.

ACTION OPTIONS/RECOMMENDATION

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

Fiscal Impact

Funds available Y/N?: y

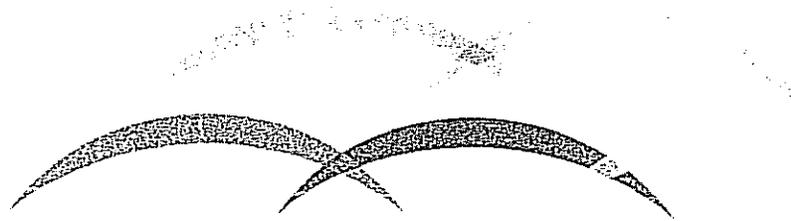
FINANCIAL IMPACT:

Cost of the Cleaning Service is \$41,160 plus emergency hourly cost and the event cost for the Civic Center and the Allin House. Funds will be made available from salary savings via a future budget amendment from 2.5 FTE vacancies.

Attachments

Link: [Jani King Contract & Agrmt](#)

Jani King



City of Copperas Cove

REQUEST FOR PROPOSAL

RFP - 2010-11-75

The City of Copperas Cove

PROFESSIONAL
JANITORIAL SERVICES

*Sealed proposals will be received until
1:00 p.m. on August 25, 2010*

Return RFP To: City of Copperas Cove
Attn: Tracy Molnes, Purchasing Officer
507 S. Main Street
P.O. Drawer 1449
Copperas Cove, TX 76522

SECTION 1

INTRODUCTION

The City of Copperas Cove (hereinafter referred to as "City") is requesting sealed Proposals from qualified vendors for cleaning services of 11 municipal buildings. This will be a year long contract to be paid in monthly increments, with the options to automatically renew the contract each year for up to 2 (2) years, thereafter. Proposals are solicited in accordance with the terms, conditions and instructions as set forth in this Request for Proposal ("RFP").

PROPOSAL DUE DATE & TIME: August 25, 2010 @ 1:00 p.m. Proposal packages shall be mailed or hand-delivered to the City of Copperas Cove, Purchasing Officer, located at Copperas Cove City Hall, 507 South Main Street, Copperas Cove, TX 76522. Proposals are to be received **NO LATER THAN 1:00 p.m.** Proposals received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries.

All Proposal sheets and required attachments must be executed and submitted in a sealed envelope. Proposer shall mark Proposal envelope, "RFP 2010-11-75 Professional Janitorial Services". Proposer's name and return address must be clearly identified on the outside of the envelope.

These documents constitute the complete set of terms and conditions, specification requirements, and Proposal forms. Any additional information should be attached to this Proposal format, or the Proposal may be disqualified. Proposal Sheet(s) with an original signature, signed by an authorized company representative, must be submitted to validate the Proposal price.

Proposer shall submit five (5) complete sets; one (1) original (marked "ORIGINAL") and four (4) copies. Proposals must be complete with all supporting documentation. Proposals submitted by facsimile (fax) or electronically will **NOT** be accepted. Submittal of a Proposal in response to this Request for Proposal constitutes an offer by the Proposer. Proposals, which do not comply with these requirements, may be rejected at the option of the City. It is the Proposer's responsibility to ensure that Proposal submittals are in accordance with all addendums issued. Failure of any Proposer to receive any such addendum or interpretation shall not relieve such Proposer from its terms and requirements.

Proposals not submitted on the enclosed Proposal Bid Form shall be rejected, unless stated otherwise in the Proposal documents.

For information concerning procedure for responding to this Request for Proposal (RFP), contact the City Purchasing Officer at (254) 547-4221. Such contact is to be for clarification purposes only. Material changes, if any, to the scope of services, or Proposal procedures will only be transmitted by written addendum.

Deadline for any question or request for clarification must be submitted in writing to the Purchasing Officer, Tracy Molnes, prior to **August 18, 2010 @ 2:00 P.M.** via email: tmolnes@ci.copperas-cove.tx.us. There will be no exceptions. All responses to the questions will be sent to all Proposers. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect and may not be relied upon by Proposers in submitting their proposals.

SECTION 2

STANDARD TERMS & CONDITIONS

ACCEPTANCE AND REJECTION - The City reserves the right to accept or reject any and all Proposals, and to accept the Proposal which best serves the interest of the City of Copperas Cove. The City may award

sections individually or collectively, whichever is in its best interest unless the Proposer only intends to Propose for the contract in its entirety.

ASSIGNMENT - Neither the contract nor payment due may be assigned.

AWARD - Award shall be made to the responsive and responsible Proposer whose Proposal is the most advantageous to the City of Copperas Cove.

CONFLICT OF INTEREST - The Proposer certifies that this Proposal has not been arrived at collusively or otherwise in violation of federal, state or local laws.

CONTRACT EXTENSIONS: The City reserves the right to automatically extend any contract for a maximum period not to exceed ninety (90) calendar days in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated and/or awarded, provided this is expressly made a part of any contract awarded in regard to this proposal.

DEVIATION FROM SPECIFICATION - Any deviation from specifications must be clearly stated, explained in detail and accepted by the City in writing. Otherwise, items offered are expected to be in strict compliance with specifications and the successful Proposer shall be held accordingly.

ECONOMY OF PREPARATION: The proposals should be prepared simply and economically, providing a straightforward, concise description of the proposers' ability to fulfill the requirements of the proposal.

INFORMALITIES - The City of Copperas Cove reserves the right to both waive any minor informality in Proposals and to determine, in its sole discretion, whether or not informality is minor.

INFORMATION AND LITERATURE - Proposers are to furnish all information and literature requested. Failure to do so may be cause for rejection.

INTERPRETATIONS - Any questions concerning conditions and specifications shall be directed to the Purchasing Officer. Interpretations, that may affect the eventual outcome of this Proposal, will be furnished in writing to all prospective Proposers. No interpretation shall be considered binding unless provided in writing by the City of Copperas Cove.

INVOICES - Invoices should be sent to the City of Copperas Cove, City Manager's Office, 507 South Main Street, Copperas Cove, TX 76522. It is understood and agreed that orders and services shall be shipped and performed at the established contract prices. Invoicing in variance with this will subject the contract to cancellation.

NON-DISCRIMINATION - The successful Proposer will comply with all federal and state requirements concerning fair employment and will not discriminate by reason of race, color, age, religion, sex, national origin or physical handicap.

PATENTS AND COPYRIGHTS - The Proposer will agree to hold harmless the City of Copperas Cove, its officers, agents and employees from liability of any kind, including cost and expenses, with respect to any claim, action, cost or judgment for patent or copyright infringements.

PRICING - If a unit price, when extended, is obviously in error, the incorrect extended price will be disregarded.

QUANTITIES - The City reserves the right, in its sole discretion, to increase or decrease total quantities as it deems necessary. Quantities listed on bid sheet identify anticipated award amounts.

TAX EXEMPTIONS - The City of Copperas Cove is tax exempt. The City of Copperas Cove's tax-exempt number is 74-6022213.

TERMINATION FOR CAUSE: If, through any cause, the Proposer shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Proposer shall violate any of the provisions of this Agreement, the City may upon written notice to the Proposer terminate the right of the Proposer to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Proposer liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Proposer under this Agreement shall, at the option of the City, become the City's property and the proposer shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Proposer, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Proposer, and the City may withhold any payments to the Proposer for the purpose of setoff until such time as the amount of damages due to the City from the Proposer can be determined.

TERMINATION OF AWARD FOR CONVENIENCE - The City may terminate the award at any time by giving written notice to the successful Proposer of such termination and specifying the effective date thereof, at least thirty (30) working days before the effective date of such termination. In that event, all finished or unfinished services, reports, materials(s) prepared or furnished by the successful Proposer under the award shall, at the option of the City, become its property. If the award is terminated due to the fault of the successful Proposer, termination of award for cause relative to termination shall apply. If the award is terminated by the City as provided herein, the successful Proposer will be paid an amount as of the time notice is given by the City which bears the same ratio to the total compensation as the services actually performed or material furnished bear to the total services/materials the successful Proposer covered by the award, less payments of compensation previously made.

TIME FOR CONSIDERATIONS - Proposals will be irrevocable after the time and date set for the opening of Proposals and for a period of ninety (90) days thereafter.

TRADE SECRETS - Respondents should not send trade secrets. If, however, trade secrets are claimed by any respondent they will not be considered as trade secrets until the City is presented with the alleged secrets together with proof that they are legally trade secrets. The City will then determine whether it agrees and consents that they are in fact trade secrets. If a respondent fails to submit a claim of trade secrets to the City before obtaining the City's agreement, any subsequently-claimed trade secrets will be treated as public records and will be provided to any person or entity making a public records request for the information.

SPECIAL CONDITIONS

ADDENDUM AND AMENDMENTS TO REQUEST FOR PROPOSAL: If it becomes necessary to revise or amend any part of this Request for Proposal, the Purchasing Officer will furnish the revision by written Addendum to all prospective proposers who are recorded with the City as having received an original Request for Proposal. All documents can be retrieved from the City web site www.ci.copperas-cove.tx.us.

COOPERATIVE AGREEMENTS WITH OTHER GOVERNMENT AGENCIES: The submission of this Proposal in response to the Request for Proposal constitutes a contractual agreement, at the option of the awarded proposer, for the same prices, terms and conditions, to other governmental and quasi-governmental agencies, political subdivisions, counties and cities.

HOLD HARMLESS AGREEMENT - The Contactor agrees to protect, defend, indemnify and hold harmless the City of Copperas Cove, and their officers and employees from any and all claims and damages of every kind and nature made, rendered or incurred by or in behalf of every person or corporation whatsoever, including the parties hereto and their employees that may arise, occur, or grow out of any acts, actions, work or other activity done by the Proposer, its employees, subcontractors or any independent proposers working under the direction of either the Proposer or subcontractor in the performance of this contract.

PROPOSAL ACKNOWLEDGE: By submitting a proposal, the proposer certifies that he/she has full knowledge of the scope, nature, and quality of work to be performed.

PROPOSER EXPENSES - No out of scope services shall be provided in the absence of prior, written authorization in the form of a written supplemental agreement and issuance of an appropriate amendment to the contract. The City will not pay a retainer or similar fee. The City is not responsible for any expenses that proposer may incur in preparing and submitting proposals called for in this request. The City will not pay for any out-of-pocket expenses, such as word processing; photocopying; postage; per diem; travel expenses; and the like, incurred by the proposer. The City will not be liable for any costs incurred by the proposer in connection with any interviews/presentations (i.e., travel, accommodations, etc.).

REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION: The proposer shall furnish such additional information/clarification as the City may reasonably require. This includes, but is not limited to information that indicates financial resources as well as the ability to provide and maintain the services requested. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate, including but not limited to, a background investigation of service personnel.

REQUEST FOR MODIFICATION: The City reserves the right to negotiate a final agreement with the top-ranked proposer to more fully meet the needs of the City.

TERMS: The initial contract period shall be for (1) year period with three (3) additional one – (1) year periods if so agreed by both parties and will begin as of the date of the signed contract.

INSURANCE: All Certificates of Insurance shall be provided to the City prior to the commencement of any work.

For **PRODUCTS** or **SERVICES** requiring Proposer's presence on any City property, the Proposer shall, during the term of this Contract and until completion thereof, provide and maintain the coverage's set forth in this **INSURANCE SECTION**.

STANDARD INSURANCE REQUIRMENTS

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

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

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

Subcontractor: In the case of any work sublet, the Proposer shall require subcontractor and independent proposers working under the direction of either the Proposer or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Proposer.

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

Additional Insured: The City of Copperas Cove, their officers and employees shall be named as additional insured's without restrictions on the Proposer's, sub proposer's, and independent proposer's liability insurance policies and certificates of insurance.

CERTIFICATE OF INSURANCE REQUIREMENTS

In order for an insurance certificate to be approved by the City Council as per the written requirements set out in this proposal. These requirements are as follows:

1. An original policy or **Certificate of Insurance** with an Original Penned Signature of the agent writing the policy or certificate must be submitted (Memorandums of Insurance and Stamped or Computer Generated Signatures will not be accepted).
2. The name of the agent signing the certificate must be typed under his/her Original Penned Signature as well as the business address and phone number of the agent.
3. All addresses on the certificate should list a street address (not a PO Box address).
4. "The City of Copperas Cove, its officers and employees", shall be named as additional insured's on the proposer's liability policies with regard to "(Legal Services)" and must be specifically indicated on the certificate in the Description of Operations section.
5. A copy of a power of attorney or some other document showing the agent's authority to sign for the insurance company must be attached to the certificate (a copy of the agents' insurance license will be accepted).
6. The liability limits required by the City are: **\$1 Million (minimum)**. This must be **per occurrence** general liability coverage.
7. If the policy must be endorsed with respect to including the certificate holder as an additional insured, evidence must be attached to the certificate to indicate that the policy is endorsed.
8. The following address must appear in Certificate Holder section: City of Copperas Cove, 507 South Main Street, Copperas Cove TX 76522.

Award Schedule: The City of Copperas Cove expects to award the contract by no later than 90 days from Council award. Prices shall be effective from the date of the signed contract through one - (1) year period with three (3) additional one – (1) year periods if so agreed by both parties.

Proposal submission: Proposals shall be brief and concise and include a description of the bidder's qualifications and experience relevant to this project

1. description of the process and schedule that the bidder proposes to compete this project
2. a list of projects the bidders has completed of similar scope and scale, with customer contact information
3. designation of a primary point contact
4. designation of the expected project manager, along with a brief biography or resume of that individual
5. a completed Pricing Form (see Attachment B) with additional pricing information (if any)

Award Criteria

Selection of vendors will be based on the best overall value to the City of Copperas Cove, subject to meeting the minimum project requirements. Price will be a substantial consideration, but not the sole determinant for award. The experience and past performance of the bidder in completing projects will also be considered. **Bidders should therefore include a list of three projects of similar scope and scale, including a customer contact name and telephone number.** The City of Copperas Cove reserves the right to cancel without penalty or cost or may amend the requirements of this project and/or negotiate additional terms with the successful bidder(s), without notice to other bidders.

3.0 SCOPE OF WORK

3.1 The work under this contract shall consist of the services contained in the Proposal, including all materials, equipment, labor and all other items necessary to complete said work in accordance with the RFP documents plus alternate bid pricing.

3.2 The contractor shall provide professional cleaning and other related services to the following City of Copperas Cove locations:

Building	Address	Type	Est. Square Footage
City Hall	507 South Main St	Office & Lobby Kitchen, Bathroom	10,650
Library	501 South Main St	Lobby & Open Book & Reading Areas, Kitchen, Bathrooms	19,000
Muni. Court	602 South Main St	Lobby, Cashier Area, Offices, Court Room Bathroom	15,000
Utility Admin.	305 South Main St	Lobby, Cashier Area Offices, Bathroom	2,200
Police Facility	302 East Ave. E	Lobby, Admin/Offices, Bathrooms, Jail Cells	33,400
Solid Waste	2605 South FM 116	Admin/Offices, Bathrooms	2,883
Animal Ctrl	408 Public Works Dr	Lobby, Offices Bathrooms	1,070
Public Works	1601 North 1 st St	Offices, Bathrooms	2,000
Building Dev/ Code Enforcement	207 South 3 rd St. Ste. 100	Lobby, Offices, Bathroom	2,300
Civic Center	1206 Ave B St	Lobby, Offices, Kitchen, Community Area, Bathrooms	16,110
Senior Center	1206 Ave B St	Kitchen, Community Area,	4,500

Building Dev/ Code Enforcement	X			\$125.00
Civic Center			\$150 X ^{Per} Occurrence	
Senior Center	X			\$125.00
Allin House			\$35 X ^{Per} Occurrence	

4.2 A separate monthly fee must be stated for each City Facility listed under "3.0". It must cover all monthly costs of janitorial services for each location including, but not necessarily limited to, labor, cleaning materials, equipment, supplies, insurance, or other expense.

Total Base Cost: \$3,430.00/Monthly

4.3 A separate hourly cost for emergency call outs.

Hourly Cost: \$50 first man hour-\$15 per man
man hour thereafter.

JANI-KING OF AUSTIN

Bidding Company/Firm Name

2523 South Lakeline Blvd.

Company/Firm Address

Cedar Park TX

78613

City

State

Zip

76-0150640

Tax ID or Social Security Number

Lyndsey Armstrong

Authorized Signature

Lyndsey Armstrong / Account Executive

Printed Name and Official Title

sales3@jkaustin.us

E-mail Address

512-335-9888

Telephone Number

ATTACHMENT B

1. Perform Daily – (As needed or as required.)

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

2. Perform Weekly – (As needed or as required.)

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

3. Perform Monthly – (As needed or as required.)

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

4. Extra Charge Services – (As needed or as required.)

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

Jani-King of Austin
 2523 Lakeline Blvd.
 Cedar Park, Texas 78613
 (512) 335-9888
 Fax: (512) 335.1918
 ops@jkaustin.us

PROPOSAL SUBMISSION #1:

United States
 Albuquerque
 Atlanta • Austin
 Baltimore
 Baton Rouge
 Birmingham
 Boston • Buffalo
 Charleston
 Charlotte • Chicago
 Cincinnati • Cleveland
 Colton • Columbia
 Columbus • Dallas
 Dayton • Denver
 Detroit • Fort Worth
 Greensboro
 Greenville/Spartanburg
 Hampton Roads
 Hartford • Hawaii
 Houston • Huntsville
 Indianapolis • Jackson
 Jacksonville • Kansas City
 Knoxville • Las Vegas
 Los Angeles • Louisville
 Madison • Memphis
 Miami • Milwaukee
 Minneapolis • Mobile
 Nashville • New Jersey
 New Orleans
 New York • Oakland
 Oklahoma City • Orlando
 Philadelphia • Phoenix
 Pittsburgh • Portland
 Raleigh/Durham
 Rhode Island • Richmond
 Sacramento
 St. Louis • Salt Lake City
 San Antonio • San Diego
 San Francisco • Seattle
 Southeast Mississippi
 Tampa Bay • Tucson
 Tulsa • Washington, D.C.

1.0

30-45 DAYS FROM START OF SERVICE:

Jani-King will begin to secure all labor and supervisory positions lined out in the cost analysis.

2.0

30 DAYS PRIOR TO START OF SERVICE:

Jani-King Franchise Owner along with a Regional Operations Manager will thoroughly walk all the facilities included in the scope of work. This will allow for a detailed list of needed equipment and supplies.

Franchise owner will also meet with the point of contact from the city to work out all communications strategy and protocol of working relationship, i.e. inspections, requests, etc.

3.0

2 WEEKS FROM START OF SERVICE:

Franchise Owner will walk all supervisory personnel through the facility for acclamation of the site.

4.0

START OF SERVICE:

Owner Operator along with the daily supervisor will begin early to deliver all needed equipment and supplies to all facilities for the daily cleaning crew.

Franchise Owner Operator as well as Operations Manager from the Regional Office will oversee all aspects of the first day.

Franchise Owner Operator will continue daily to lead the crew so as to have the operations as smooth as possible, as quickly as possible.

Owner Operator, along with the City Facilities Management, will schedule floor work for the year that is conducive to the facility operations (if applicable).

Argentina

Australia

Brazil

Canada

Toronto

Windsor

France

Great Britain

Hong Kong

Korea

Malaysia

Mexico

New Zealand

Singapore

Taiwan

Turkey

Jani-King of Austin
2523 Lakeline Blvd.
Cedar Park, Texas 78613
(512) 335-9888
Fax: (512) 335.1918
ops@jkaustin.us

PROPOSAL SUBMISSION #2:

References:

United States
Albuquerque
Atlanta • Austin
Baltimore
Baton Rouge
Birmingham
Boston • Buffalo
Charleston
Charlotte • Chicago
Cincinnati • Cleveland
Colton • Columbia
Columbus • Dallas
Dayton • Denver
Detroit • Fort Worth
Greensboro
Greenville/Spartanburg
Hampton Roads
Hartford • Hawaii
Houston • Huntsville
Indianapolis • Jackson
Jacksonville • Kansas City
Knoxville • Las Vegas
Los Angeles • Louisville
Madison • Memphis
Miami • Milwaukee
Minneapolis • Mobile
Nashville • New Jersey
New Orleans
New York • Oakland
Oklahoma City • Orlando
Philadelphia • Phoenix
Pittsburgh • Portland
Raleigh/Durham
Rhode Island • Richmond
Sacramento
St. Louis • Salt Lake City
San Antonio • San Diego
San Francisco • Seattle
Southeast Mississippi
Tampa Bay • Tucson
Tulsa • Washington, D.C.

Central Texas Council of Governments
2180 N. Main St.
Belton, Texas 76513
Sue Jordan 254-770-2221

City of Lago Vista
5803 Thunderbird
Lago Vista, Texas 78645
Christina Buckner 512-267-1155

City of Westlake Hills
911 Westlake Dr.
Austin, Texas 78746
Janet Rogers 512-327-3628

Mac Haik Dodge
3207 South General Bruce Dr.
Temple, Texas 76504
866-622-4240 Duane Harris

First Texas Bank (5 locations)
704 N. Gray St.
Killeen, Texas 76541
Gordon Dungan 254-634-2132
Sr. Vice President

SPJST
520 N. Main St.
Temple, Texas 76501
Leonard Mikeska 800-727-7578

Argentina

Australia

Brazil

Canada

Toronto

Windsor

France

Great Britain

Hong Kong

Korea

Malaysia

Mexico

New Zealand

Singapore

Taiwan

Turkey

Jani-King of Austin
2523 Lakeline Blvd.
Cedar Park, Texas 78613
(512) 335-9888
Fax: (512) 335.1918
ops@jkaustin.us

PROPOSAL SUBMISSION #3:

United States

Albuquerque
Atlanta • Austin
Baltimore
Baton Rouge
Birmingham
Boston • Buffalo
Charleston
Charlotte • Chicago
Cincinnati • Cleveland
Colton • Columbia
Columbus • Dallas
Dayton • Denver
Detroit • Fort Worth
Greensboro
Greenville/Spartanburg
Hampton Roads
Hartford • Hawaii
Houston • Huntsville
Indianapolis • Jackson
Jacksonville • Kansas City
Knoxville • Las Vegas
Los Angeles • Louisville
Madison • Memphis
Miami • Milwaukee
Minneapolis • Mobile
Nashville • New Jersey
New Orleans
New York • Oakland
Oklahoma City • Orlando
Philadelphia • Phoenix
Pittsburgh • Portland
Raleigh/Durham
Rhode Island • Richmond
Sacramento
St. Louis • Salt Lake City
San Antonio • San Diego
San Francisco • Seattle
Southeast Mississippi
Tampa Bay • Tucson
Tulsa • Washington, D.C.

Primary Points of Contact:

Sales Department:

Lyndsay Armstrong
Account Executive
Jani-King of Austin
Office: (512) 335-9888 x116
Mobile: (512) 914-5014
sales3@jkaustin.us

Operations Department (Main Point of Contact for Account):

Valerie Stephens
Director of Operations
Jani-King of Austin
(512) 335-9888 x106
ops@jkaustin.us

Argentina

Australia

Brazil

Canada

Toronto
Windsor

France

Great Britain

Hong Kong

Korea

Malaysia

Mexico

New Zealand

Singapore

Taiwan

Turkey

Jani-King of Austin
2523 Lakeline Blvd.
Cedar Park, Texas 78613
(512) 335-9888
Fax: (512) 335.1918
ops@jkaustin.us

PROPOSAL SUBMISSION #4:

United States

Albuquerque
Atlanta • Austin
Baltimore
Baton Rouge
Birmingham
Boston • Buffalo
Charleston
Charlotte • Chicago
Cincinnati • Cleveland
Colton • Columbia
Columbus • Dallas
Dayton • Denver
Detroit • Fort Worth
Greensboro
Greenville/Spartanburg
Hampton Roads
Hartford • Hawaii
Houston • Huntsville
Indianapolis • Jackson
Jacksonville • Kansas City
Knoxville • Las Vegas
Los Angeles • Louisville
Madison • Memphis
Miami • Milwaukee
Minneapolis • Mobile
Nashville • New Jersey
New Orleans
New York • Oakland
Oklahoma City • Orlando
Philadelphia • Phoenix
Pittsburgh • Portland
Raleigh/Durham
Rhode Island • Richmond
Sacramento
St. Louis • Salt Lake City
San Antonio • San Diego
San Francisco • Seattle
Southeast Mississippi
Tampa Bay • Tucson
Tulsa • Washington, D.C.

Assigned Project Manger/Franchise Owner Operator:

Ingrid Petrik is one of our top franchise owners and has been with the company for over 10 years. ~~When Ingrid takes over a new contract it will be taken care of from day one. Numerous of her clients consistently call in to our regional office with comments of how pleased they are with not having to micromanage the cleaning.~~

There are a few things Ingrid promises and those are professionalism, attention to detail and a quick response when anything is needed. Ingrid has proven herself around our regional office and comes highly recommend for any and all of your cleaning needs.

Ingrid services over twenty different locations and I have attached information on several of those in our list of references in proposal submission #2. I have also included three Government buildings, one of which, Ingrid services at the present time.

Argentina

Australia

Brazil

Canada

Toronto

Windsor

France

Great Britain

Hong Kong

Korea

Malaysia

Mexico

New Zealand

Singapore

Taiwan

Turkey

Jani-King of Austin
2523 Lakeline Blvd.
Cedar Park, Texas 78613
(512) 335-9888
Fax: (512) 335.1918
ops@jkaustin.us

PROPOSAL SUBMISSION #5:

United States

Albuquerque
Atlanta • Austin
Ballimore
Baton Rouge
Birmingham
Boston • Buffalo
Charleston
Charlotte • Chicago
Cincinnati • Cleveland
Colton • Columbia
Columbus • Dallas
Dayton • Denver
Detroit • Fort Worth
Greensboro
Greenville/Spartanburg
Hampton Roads
Hartford • Hawaii
Houston • Huntsville
Indianapolis • Jackson
Jacksonville • Kansas City
Knoxville • Las Vegas
Los Angeles • Louisville
Madison • Memphis
Miami • Milwaukee
Minneapolis • Mobile
Nashville • New Jersey
New Orleans
New York • Oakland
Oklahoma City • Orlando
Philadelphia • Phoenix
Pittsburgh • Portland
Raleigh/Durham
Rhode Island • Richmond
Sacramento
St. Louis • Salt Lake City
San Antonio • San Diego
San Francisco • Seattle
Southeast Mississippi
Tampa Bay • Tucson
Tulsa • Washington, D.C.

Pricing Form:

(SEE ATTACHEMENT "B")

Additional Pricing for Extra Charge Services:

a) Shampoo Carpeting \$0.14 per square foot

b) Strip, Seal and Wax Flooring \$0.30 per square foot

Argentina

Australia

Brazil

Canada

Toronto

Windsor

France

Great Britain

Hong Kong

Korea

Malaysia

Mexico

New Zealand

Singapore

Taiwan

Turkey



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/1/2010

PRODUCER LOCKTON COMPANIES, LLC-N DALLAS
717 N. HARWOOD, LB#27
DALLAS TX 75201
214-969-6700

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED 1303714 Stoker Management, Inc.
dba Jani-King of Austin
2323 S. Lakeline Blvd.
Cedar Park TX 78613

INSURERS AFFORDING COVERAGE**NAIC #**

INSURER A: Liberty Mutual Fire Insurance Company

23035

INSURER B: Liberty Insurance Corporation

42404

INSURER C: St. Paul Fire and Marine Insurance Co

24767

INSURER D:

INSURER E:

COVERAGES STRM06 E2

THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY	TB2691447002-020	8/1/2010	8/1/2011	EACH OCCURRENCE \$ 1,000,000	
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000	
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000	
						PERSONAL & ADV INJURY \$ 1,000,000	
						GENERAL AGGREGATE \$ 2,000,000	
						PRODUCTS - COMP/OP AGG \$ 2,000,000	
						GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	
A		AUTOMOBILE LIABILITY	AS2691447002-010	8/1/2010	8/1/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$ XXXXXXXX	
		<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$ XXXXXXXX	
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$ XXXXXXXX	
		<input checked="" type="checkbox"/> HIRED AUTOS					
<input checked="" type="checkbox"/> NON-OWNED AUTOS							
		GARAGE LIABILITY	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT \$ XXXXXXXX	
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AGG \$ XXXXXXXX	
						AUTO ONLY: \$ XXXXXXXX	
C		EXCESS / UMBRELLA LIABILITY	Q109101520	8/1/2010	8/1/2011	EACH OCCURRENCE \$ 5,000,000	
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 5,000,000	
		<input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> UMBRELLA FORM				\$ XXXXXXXX	
		RETENTION \$				\$ XXXXXXXX	
						\$ XXXXXXXX	
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC1691447002-030	8/1/2010	8/1/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				Y/N <input checked="" type="checkbox"/> N	E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A		OTHER	TB2691447002-020	8/1/2010	8/1/2011	\$300,000 Limit	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER10538194
SAMPLE**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

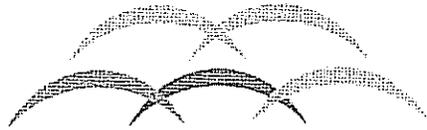
AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/01)

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For questions regarding this certificate, contact the number listed in the 'Producer' section above and specify the client code 'STRM06'.



City of Copperas Cove

ADDENDUM NO. 1

RFP NO. 2010-11-75

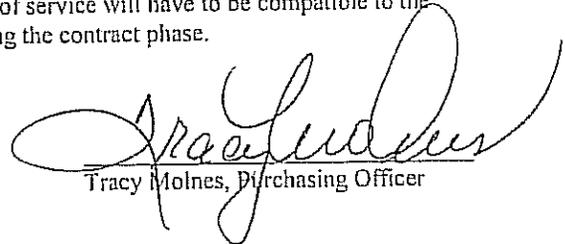
Professional Janitorial Services

DUE DATE: August 25, 2010 at 1:00 p.m.

August 19, 2010

Please note the following questions and answers.

- Q. There seems to be some discrepancies on what was given in the proposal and what I measured and I just wanted to clarify. I measured the interior of the municipal court and it was only 6,000 square feet and listed on the RFP it is 15,000 square feet? Also the Civic Center (exterior measurements) was approx. 10,000 square feet and listed on the RFP is 16,110? Also I was not able to find the Senior Center at 1206 Ave. B Street. Is this the correct address or is the Senior Center inside the Civic Center as well?
- A. Measurements for the Municipal Court are incorrect in the bid information at 15,000, they should be 6000 sq. ft. The Civic Center is a correct measurement at 16,110. The address for the Senior Center is incorrect and should be 1012 North Dr Ste #2.
- Q. Who is your current contractor and how much is your contract price?
- A. The City does not have a contract for Janitorial Services.
- Q. Bid tabulation?
- A. There are no Bid tabulations available.
- Q. The service days say two or three days a week, is that correct? Will the contractor be able to schedule the days of service?
- A. The times per week are correct on the chart. The days of service will have to be compatible to the departments work schedule and will be addressed during the contract phase.



Tracy Molnes, Purchasing Officer

Acknowledgement:

Signature: Lyndsay Armstrong
Print Name: Lyndsay Armstrong
Title: Account Executive
Company: Jani-King
Date: 8/23/2010

CITY OF COPPERAS COVE
STANDARD PROFESSIONAL SERVICES AGREEMENT

THE STATE OF TEXAS §
 §
CORYELL COUNTY §

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

Section 1. Duration. This Agreement shall become effective upon November 1, 2010 and shall remain in effect for one year with option to renew for one additional year unless terminated as provided for in this Agreement.

Section 2. Scope of Work.

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

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

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

Section 3. Compensation.

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

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

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

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

Section 4. Insurance.

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

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

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

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

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

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

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

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

Section 5. Miscellaneous Provisions.

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

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

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

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

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

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

Section 6. Termination.

(A) This Agreement may be terminated:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXECUTED on this the _____ day of _____, 2010.

CITY:

By: _____
Name: Andrea Gardner
Title: City Manager

PROFESSIONAL:

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

ADDRESS FOR NOTICE:

CITY

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

PROFESSIONAL

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

with a copy to:

Charles Zech
City Attorney
City of Copperas Cove, Texas

Date: 10/05/2010

Contact: Andrea Gardner, City Manager,
City Manager

Information

SUBJECT

Consideration and action on authorizing the City Manager to enter into an agreement with Pattillo, Brown & Hill, L.L.P. for the 2009-10 fiscal year audit. **Andrea M. Gardner, City Manager**

BACKGROUND/HISTORY

Each fiscal year the City is required to have an audit completed by an independent certified public accountant. Last year, Pattillo, Brown & Hill was engaged to complete the City of Copperas Cove's annual audit. The City received an unqualified opinion on its financial statements.

FINDINGS/CURRENT ACTIVITY

City staff was satisfied with the accuracy and completeness of the audit services provided last year by Pattillo, Brown & Hill, L.L.P. The firm of Patillo, Brown & Hill, L.L.P. submitted a proposal to complete the 2009-10 annual audit for the City of Copperas Cove at a cost of \$43,000. The fee includes audit services, an internal control assessment, GASB 34 conversion entries, a Single Audit as required by the federal government, and monthly accounting consultations.

ACTION OPTIONS/RECOMMENDATION

City staff recommends that the City Council take action on the attached agreement with Pattillo, Brown & Hill, L.L.P. to complete the annual audit for fiscal year 2009-10.

Fiscal Impact

Funds available Y/N?: y

FINANCIAL IMPACT:

The preliminary proposed cost of the audit is \$43,000. Cost sharing is done throughout the various operational funds. In the FY 2009-10 Proposed Budget, \$73,500 has been allocated for the annual audit and accounting consultation services. If the final audit costs are above \$73,500 and sufficient unexpended funds are not available in the various departments, a budget amendment will be required in FY 2010-11.

Attachments

Link: [Audit Engagement Letter](#)



PATTILLO, BROWN & HILL, L.L.P.
CERTIFIED PUBLIC ACCOUNTANTS ■ BUSINESS CONSULTANTS

August 19, 2010

City of Copperas Cove
Andrea Gardner
City Manager
507 S. Main St.
Copperas Cove, TX 76522

Ladies and Gentlemen:

We are pleased to confirm our understanding of the services we are to provide the City of Copperas Cove, Texas for the year ended September 30, 2010. We will audit the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements, of the City of Copperas Cove, Texas as of and for the year ended September 30, 2010. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Copperas Cove, Texas' basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Copperas Cove's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary comparison information.

Supplementary information other than RSI also accompanies the City of Copperas Cove's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

- 1) Schedule of expenditures of federal awards.
- 2) Combining and individual fund financial statements and schedules.

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will not provide an opinion or any assurance.

- 1) Introductory and statistical section.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The reports on internal control and compliance will each include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within the entity specific legislative or regulatory bodies, federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we

consider necessary to enable us to express such opinions and to render the required reports. If our opinions on the financial statements or the Single Audit compliance opinions are other than unqualified, we will fully discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of OMB Circular A-133. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards, and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements, schedule of expenditures of federal awards, and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and the schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. You are also responsible for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Copperas Cove and the respective changes in financial position and, where applicable, in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management and financial information is reliable and properly recorded. Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review on December 1, 2010. You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to present the supplementary information with the audited financial statements.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information. With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents. With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Copperas Cove's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* and related addenda for the types of compliance requirements that could have a direct and material effect on each of the City of Copperas Cove's major programs. The purpose of these procedures will be to express an opinion on the City of Copperas Cove's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

The audit documentation for this engagement is the property of Pattillo, Brown & Hill, L.L.P. and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Pattillo, Brown & Hill, L.L.P. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on November 29, 2010. Todd Pruitt is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$43,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2007 peer review letter of comment accompanies this letter.

We appreciate the opportunity to be of service to the City of Copperas Cove and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,
Pattillo, Brown & Hill, L.L.P.



Todd Pruitt, CPA

TP/ar

RESPONSE:

This letter correctly sets forth the understanding of the City of Copperas Cove, Texas.

By: _____

Title: _____

Date: _____

Date: 10/05/2010

Information

SUBJECT

Consideration and action on appointment of Commissioners to the Housing Authority of the City of Copperas Cove. *Jane Lees, City Secretary*

BACKGROUND/HISTORY

Local Government Code §392.031 Appointment of Commissioners of a Municipal Housing Authority. States: (a) Each municipal housing authority shall be governed by five, seven, nine or 11 commissioners. The presiding officer of the governing body of a municipality shall appoint five, seven, nine, or 11 persons to serve as commissioners of the authority. An appointed commissioner of the authority may not be an officer or employee of the municipality. Appointments made under this section must comply with the requirements of Section 392.0331, if applicable.

(b) A commissioner may not be an officer or employee of the municipality. A commissioner may be a tenant of a public project over which the housing authority has jurisdiction.

(c) A certificate of the appointment of a commissioner shall be filed with the clerk of the municipality. The certificate is conclusive evidence of the proper appointment of the commissioner.

Local Government Code §392.0331 states: (b) In appointing commissioners under Section 392.031, a municipality with a municipal housing authority composed of five commissioners shall appoint at least one commissioner to the authority who is a tenant of a public housing project over which the authority has jurisdiction.

A Mayor or Council of the City in which a Housing Authority is located appoints the Commissioners of the Housing Authority. Commissioners (other than the Commissioners serving in the Resident Commissioner position) may be re-appointed for as many consecutive terms as the Mayor or Council desires. If a Commissioner's term has expired, he/she continues to serve until re-appointed or replaced.

The only legal reasons for removal of a Commissioner before the end of his/her term are inefficiency, neglect of duty, or misconduct in office.

According to state law, a Commissioner shall receive no compensation for his/her service, but he/she shall be entitled to the necessary expenses, including out of town travel expenses, incurred in the discharge of his/her duties. Travel reimbursements may be for actual expenses only.

FINDINGS/CURRENT ACTIVITY

Three regular positions are currently available for the October 1, 2010 through September 30, 2012 term. Two Commissioners now serving, Billy Minton and Buddy Southards, are seeking re-appointment to the Copperas Cove Housing Authority Board of Directors as indicated in the attached letter from Inez Faison, Executive Director.

The third position is open due to Loyd Thomas passing away in August. The City received an application (attached) from Adam Martin expressing an interest in serving on the Commission and Ms. Faison has contacted Mr. Martin regarding the position.

Ms. Faison also indicated in her letter that Mariea Mann is available to serve as the Resident Commission for the unexpired term ending September 30, 2011.

ACTION OPTIONS/RECOMMENDATION

City staff recommends that the City Council re-appoint/appoint three individuals to the Copperas Cove Housing Authority to serve the term October 1, 2010 through September 30, 2012. and appoint a resident commissioner to fill an unexpired term ending September 30, 2011.

Attachments

Link: [Housing Authority](#)



HOUSING AUTHORITY OF THE CITY OF COPPERAS COVE

INEZ V. FAISON
EXECUTIVE DIRECTOR

701 CASA CIRCLE
COPPERAS COVE, TEXAS 76522

SANDRA BLOUNT
PROJECT MANAGER

PHONE 254-547-9449
FAX 254-547-6012

September 15, 2010

Ms. Jane Lees
City Secretary
507 South Main
Copperas Cove, Texas 76522

Dear Ms. Lees:

On September 30, 2010, the terms of Mr. Billy Minton and Mr. Buddy Southards will expire. Both Mr. Minton and Mr. Southards have requested to be re-appointed to the Board of Commissioners of the Housing Authority of the City of Copperas Cove.

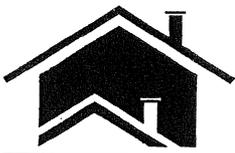
Their terms will run from October 1, 2010 through September 30, 2012.

Ms. Maria Mann will fill the unexpired term of Ms. Grace Durant as Resident Commissioner.

Your concurrence with these recommendations is appreciated.

Sincerely,

INEZ V. FAISON
Executive Director



HOUSING AUTHORITY OF THE CITY OF COPPERAS COVE

INEZ V. FAISON
EXECUTIVE DIRECTOR

701 CASA CIRCLE
COPPERAS COVE, TEXAS 76522

SANDRA BLOUNT
PROJECT MANAGER

PHONE 254-547-9449
FAX 254-547-6012

September 23, 2010

Ms. Jane Lees
City Secretary
507 South Main
Copperas Cove, TX 76522

Dear Ms. Lees:

Mr. Adam Martin has agreed to serve on the Board of Commissioners of the Housing Authority of the City of Copperas Cove.

His term will run from October 1, 2010 through September 30, 2012.

Your concurrence with this recommendation is appreciated.

Sincerely,

INEZ V. FAISON
Executive Director

Candidate Application for City Council-Appointed Boards & Commissions

Applications will be reviewed as vacancies arise. Information disclosed on this application or any other attached document may be disclosed in public meetings. Please print clearly.

Received 6/4/10 - J. Lees
Logged

Please attach your resume (optional).

Board Preference 1: Planning & Zoning 3: Board of Adjustment

Board Preference 2: Housing Authority 4: Hospital Authority

Name: Adam Martin

Street Address: 509 Clara Drive

City Resident: 7 years Personal E-Mail: N/A

Primary Phone: 254-247-4185 Home Fax: N/A

Profession: Banking

Business Name: First National Bank Texas

Business Address: 507 N. Gray Street

City: Killeen State TX Zip: 76541

Business Phone: 254-554-2152 Business Fax: 254-554-4339

Business E-Mail: adam.martin@fstnb.com

Experience or special knowledge applicable to City board or commission function:

- 3 years experience analyzing commercial real estate loans
- 7 years U.S. Army

Civic Activities/Professional Affiliations _____

I verify that the information I have provided in this application to be true and correct. I also understand that this information may be made available to the public.

Adam Martin
Signature

6-4-10
Date

Please return completed application and resume to:
City Secretary's Office, City Hall
507 S. Main Street, Copperas Cove, Texas 76522
Phone: (254) 547-4221



ADAM MARTIN
509 Clara Drive
Copperas Cove, TX 76522
Home: 254-542-3782
Cell: 254-247-4185

Objective

Seeking a position on a City Board/Commission where my skills and experience will be utilized to the fullest.

Summary of Qualifications

- 7 year resident of Copperas Cove, TX
- Master of Business Administration/Finance Concentration (Tarleton State University -August, 2009)
- Bachelor of Science Business Administration/Minor in Economics (Tarleton State University - December, 2006)
- 3 years experience analyzing commercial real estate loans
- 7 years experience in U.S. Army

Employment History

Senior Managing Credit Officer (2007 – Present)
First National Bank Texas, Killeen, TX

- Pre-funding and post-funding analysis of commercial real estate loans to include retail space, office space, churches, hotels, auto dealerships, residential housing, and multi-family housing
- Prepare various management reports analyzing various economic and real estate trends
- Train and manage Credit Analysts

Front End Supervisor (2005- 2006)
Home Depot, Killeen, TX

- Responsible for all front-end operations of the store (\$35 million in annual sales)
- Supervised, trained, and evaluated four shift supervisors and 30 associates
- Accountable for effective use of labor-hours
- Responsible for extended-warranty sales
- Prepared and controlled employee staffing, schedules, and individual availabilities
- Audit preparation and implementation of new procedures

Senior Technician / Supervisor (1997-2005)
U.S. Army, Fort Hood, TX

- Repaired and delegated repair for all network-related equipment and encryption devices
- Responded to trouble-calls and resolved hardware and software issues on site

- Supervised and trained entry-level technicians
- Accounted for and maintained \$500,000 in diagnostic equipment
- Reported daily to the network operations manager on the status of the network from the maintenance perspective
- Designed and implemented plans for keeping heat-sensitive equipment functional in the desert, improved efficiency by 30%

References

- | | |
|---------------|--------------|
| ▪ Dan Yancey | 254-554-4334 |
| ▪ Pat Foster | 254-554-3692 |
| ▪ Joe Burnett | 254-554-4204 |

Date: 10/05/2010

Information

SUBJECT

Discussion and possible action on amending Chapter 12, Section 12-4 (Garage Sales) of the Code of Ordinances of the City of Copperas Cove. **Mike Morton, Chief Building Official**

BACKGROUND/HISTORY

Under the direction of the City Council a review of Chapter 12, Section 12-4 of the City ordinance was completed and included on the July 6, 2010 agenda for council deliberation. However, the governing body postponed the item to allow for further discussion at a workshop following the completion of the FY 2011 Budget.

FINDINGS/CURRENT ACTIVITY

After completing the review of Chapter 12, Section 12-4, staff finds the ordinance has not been updated since December 19, 1999. Furthermore, staff found the potential to update and provide more clear definitions in the form of amendments to the existing ordinance.

Given the need to present the changes from the two committees appointment by the Council to review animal control related issues in October 2010, staff revised the workshop schedule. Realizing the matter is a policy decision for the governing body and the possibility for minimal discussion on changes exist, the item was placed on the agenda for discussion and possible action to allow discussion at an earlier date.

ACTION OPTIONS/RECOMMENDATION

Provide direction to City staff regarding amending Chapter 12, Section 12-4 (Garage Sales) of the Code of Ordinances of the City of Copperas Cove.

Fiscal Impact

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.

Attachments

Link: [Garage Sale Ord. Curr & Rev](#)

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. This includes 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.

(4) 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.

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

(6) 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.

(7) 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.

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

(9) 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)

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. This includes 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.~~ **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.**

(5) 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.~~

(6) 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.

(7) 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.

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

(9) 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)

Date: 10/05/2010

Contact: Mike Morton

Information

SUBJECT

Discussion and possible action on swimming pool requirements/safety. **Mike Morton, Chief Building Official**

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. Thus, on July 6, 2010, City staff recommended changes to the City's existing ordinance regulating swimming pools, spas and hot tubs. At the July 6, 2010 Regular Meeting, the governing body postponed the item to allow for future discussion at a workshop following the completion of the FY 2011 Budget.

FINDINGS/CURRENT ACTIVITY

After further review of the current ordinance and the barrier requirements included in the adopted Building Codes and Chapter 757 of the Health and Safety Code of the State of Texas, City staff recommends the governing body set the policy for the City regarding the regulation of swimming pools, spas and hot tubs. Additionally, clean up language is included in the proposed ordinance for clarification.

The item is included as a discussion and possible action to allow for discussion of the item and action if desired by the governing body since the matter isn't likely to generate considerable discussion.

ACTION OPTIONS/RECOMMENDATION

Provide direction to City staff regarding swimming pool regulations.

Fiscal Impact

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.

Attachments

Link: [Swimming pool presentation](#)

Swimming Pools

Mike Morton, Chief Building Official



**What Level of
Swimming Pool Safety
do we want For the
City of Copperas
Cove?**





Swimming Pools

- Swimming pools can be one of the most dangerous structures found in a residential area.
- There is approximately 350 deaths in the United States each year involving swimming pool accidents with children **under the age of FIVE (5)**
- Another 2600 children in the United States **under the age five** are treated in hospital emergency rooms each year following submersion incidents.



The Purpose of this Ordinance

- Maintain a safe place for our children
- Reduce the chances of accidental fatalities
- To ensure the city is in compliance with all state requirements.
- Swimming Pools Can be an attractive Nuisance



Definition of a Swimming Pool

- **Code Book Definition:**

Any structure intended for swimming or recreational bathing that contains water over 24" this includes in-ground , above ground and on ground swimming pools, hot tubs and spas.

- **State Law Definition**

- Any outdoor or indoor structure intended for swimming or recreational bathing, including in-ground and aboveground structures. The term includes nonportable wading pools



Definition of a Swimming Pool

- **Consumer Product safety
Commission Publication # 362:**

Any structure intended for swimming or recreational bathing that contains water over 24" this includes in-ground , above ground and on ground swimming pools, hot tub and spas.



Definition of a Barrier

- **Code Book Definition:**

A fence, wall, building wall or combination thereof which completely surrounds the swimming pool and or obstructs access to the swimming pool.

- **State Law Definition**

a natural or constructed topographical feature that prevents unauthorized access by children to the swimming pool.



Definition of a Barrier

- **Consumer Product safety
Commission Publication # 362:**

A fence, wall, building wall or combination thereof which completely surrounds the swimming pool and or obstructs access to the swimming pool.



Definition of a Structure

- **Chapter 20 of the Code of Ordinance (Zoning)**
- Anything constructed or erected which requires location on the ground, or attached to something having a location on the ground, including, but not limited to, buildings of all types, advertising signs, billboards and poster panels, but exclusive of customary fences or boundary and retaining walls
- **Building Code/State Law**
- That which is built or constructed



Swimming pool requirements?

- **Code / CPSC requirements are:**
- Four foot barrier surrounding the pool
- All gates leading to the pool area must have self closing and self latching mechanisms
- If the house is being used as part of the barrier all doors exiting into the pool area are required to have an audible alarm attached to the door



Swimming pool requirements?

- **State Requirements :**
- Under SB 96 all pools constructed on or after September 1, 2009 other than a swimming pool governed by Chapter 757, must be enclosed by barriers to entry designed to effectively prevent access to the swimming pool or spa.



Local Cities

CITY	Regulation used to enforce Swimming Pools
<i>Killeen</i>	<i>Adopted Code – 2006 IRC</i>
<i>Lampasas</i>	<i>Adopted Code – 2000 IRC</i>
<i>Harker Heights</i>	<i>Adopted Code – 2009 IRC</i>
<i>Temple</i>	<i>Adopted Code – 2006 IRC</i>
<i>Belton</i>	<i>Adopted Code – 2006 IRC / Ordinance</i>
<i>Georgetown</i>	<i>Adopted Code – 2003 IRC</i>



QUESTIONS

City Council Regular

Item #: I. 7.

Date: 10/05/2010

Contact: Kelli Sames, Human Resources Director,
Human Resources

Information

SUBJECT

Consideration and action on an ordinance adopting a new Personnel Policy No. 421, Blogging & Social Networking and Media. ***Kelli Sames, Human Resources Director***

BACKGROUND/HISTORY

The City of Copperas Cove currently does not have a formal policy regarding employee blogging, social media or technology. Proposed changes to the City's Personnel Policy and Procedures Manual require City Council approval. Proposed Personnel Policy No. 421, Blogging & Social Networking and Media is attached for City Council review and consideration.

FINDINGS/CURRENT ACTIVITY

The proposed policy establishes that the City may monitor access, use, and postings to the Internet to ensure compliance with the management of information systems. The policy also outlines the City's expectations for employee use when posting information to social networking sites and encompasses wikis; Twitter; Facebook; MySpace; and other social networking sites.

ACTION OPTIONS/RECOMMENDATION

City staff recommends approval of Ordinance No. 2010-44, adopting a new Personnel Policy No. 421, Blogging & Social Networking and Media.

Attachments

Link: [Ord No 2010-44 Blogging...](#)

ORDINANCE NO. 2010-44

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, ADOPTING EMPLOYEE PERSONNEL POLICY NO. 421, BLOGGING AND SOCIAL NETWORKING AND MEDIA AND DECLARING AN EFFECTIVE DATE.

WHEREAS, City staff desires to improve Personnel Policies and Procedures for City Employees; and

WHEREAS, The City of Copperas Cove Council recognizes the need to establish a flexible and responsive personnel system; and

WHEREAS, The Personnel Policies and Procedures Manual establishes a personnel system and process for administrative purposes.

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

Section 1.

That the Personnel Policies and Procedures Manual dated September 1, 2006, hereinafter set forth and included with this Ordinance as Exhibit "A" is hereby amended by adopting a new personnel policy, No. 421, (Blogging & Social Networking and Media);

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

That this ordinance shall be effective October 5, 2010.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF COPPERAS COVE. TEXAS, this 5th day of October 2010, such meeting held in compliance with the Open Meeting Act (Texas Government Code, Chapter 551.001 et.seq.), at which a quorum was present and voting.

John Hull, Mayor

ATTEST:

Jane Lees, City Secretary

APPROVED AS TO FORM:

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

BLOGGING & SOCIAL NETWORKING AND MEDIA Policy #421

July 2010

Access to the Internet using the City's electronic communications and systems is a privilege and carries responsibilities, including responsible and ethical use. This is true whether access is for personal or private use. The City may monitor access, use, and postings to the Internet to ensure compliance with internal policies, support the performance of internal investigations, assist management of information systems, and so on. Further, the City expects all employees to use their good judgment and follow the guidelines set out in this policy when posting information to social networking sites, regardless if done during or after work hours. This policy encompasses wikis; Twitter; Facebook; MySpace; LinkedIn; personals; dating and other social networking sites.

User Guidelines:

- Blogging, or posting information about yourself or another employee of a personal nature on the Internet, is not allowed during work hours.
- Never disclose any confidential information concerning the City or another employee of the City in a blog or other posting to the Internet, regardless if done during or after work hours. Posting of confidential information may violate state law and subject the user to criminal penalty.
- Employees must abide by all federal and state laws with regard to information sent or received through the Internet on behalf of the City of Copperas Cove.
- Do not identify yourself as a City employee on social media sites specifically prohibited by this policy if such disclosure harms the City's reputation and/or goodwill.
- No viewing or posting to social media sites during work time, unless related to City business and properly authorized.
- Do not use a City email address when registering for social networking sites.
- Do not post any false or misleading information about the City or another employee on social media sites specifically prohibited by this policy
- Do not post any false or misleading information about vendors, citizens, volunteers, or elected officials on social media sites specifically prohibited by this policy
- Do not use City of Copperas Cove logos or trademarks on electronic communications systems without written consent from the City Manager or designee.
- Respect coworkers and the City. Do not put anything on your blog or post any information and/or pictures that may defame, insult, demean or damage the reputation of the City or any of its employees.
- Do not post pictures of yourself or others containing images of City uniforms or insignia, City equipment or City work sites, unless posting on the City official website without written consent from the City Manager or designee.
- The City prohibits the unauthorized release or disclosure of any City or employee information through the Internet or through other means that may be considered private and/or confidential by law.

**BLOGGING & SOCIAL NETWORKING AND MEDIA
Policy #421**

July 2010

- The City prohibits the unauthorized posting of information on the Internet that could adversely impact the City and/or an employee of the City.
- Employees have no expectation of privacy when using City equipment or systems, or those systems provided to the City through a 3rd party service provider. Even personal, password protected, web-based accounts used or accessed on City computers or systems are subject to review.
- This policy should be read and interpreted in conjunction with other City policies, including but not limited to, its Electronic Communications Policy and those prohibiting harassment, discrimination, offensive conduct, and inappropriate behavior.

Information

SUBJECT

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 and Water Line Projects.

City Council Regular

Item #: L. 2.

Date: 10/05/2010

Information

SUBJECT

Pursuant to §551.074 of the Open Meetings Act, Tex. Gov't Code, Council will meet in Executive Session to deliberate the employment of a public officer or employee - Director of Financial Services.

City Council Regular

Item #: L. 3.

Date: 10/05/2010

Information

SUBJECT

Pursuant to §551.074 of the Open Meetings Act, Tex. Gov't Code, Council will meet in Executive Session to deliberate the appointment of a public officer or employee - Assistant Director of Financial Services.
