



**AGENDA
CITY OF WINDCREST, TEXAS**

SPECIAL CITY COUNCIL MEETING

APRIL 07, 2014

6:00 P.M.

NOTICE IS HEREBY GIVEN THAT A REGULAR WINDCREST CITY COUNCIL MEETING WILL BE HELD AT WINDCREST CITY HALL, 8601 MIDCROWN, WINDCREST, TEXAS ON THE 07th DAY OF APRIL 2014 STARTING AT 6:00 P.M. DURING THE MEETING THE FOLLOWING SUBJECTS WILL BE CONSIDERED AND THE COUNCIL MAY TAKE ACTION ON ANY OF THE LISTED SUBJECTS.

THE CITY COUNCIL RESERVES THE OPTION TO RECESS THE MEETING DURING THE EVENING OF APRIL 07th, 2014 AND TO RECONVENE THE MEETING ON THE FOLLOWING DAY, APRIL 08th, 2014 AT 9:00 A.M. AT THE WINDCREST CITY HALL, 8601 MIDCROWN, WINDCREST, TEXAS.

IT IS ANTICIPATED THAT MEMBERS OF OTHER CITY BOARDS, COMMISSIONS AND COMMITTEES MAY ATTEND THE MEETING IN NUMBERS THAT MAY CONSTITUTE A QUORUM OF SUCH OTHER CITY BOARDS, COMMISSIONS AND COMMITTEES, SO THAT NOTICE IS HEREBY GIVEN THAT THE MEETING IS ALSO A MEETING OF THE OTHER CITY BOARDS, COMMISSIONS AND COMMITTEES WHOSE MEMBERS ARE IN ATTENDANCE. THE MEMBERS OF THE OTHER CITY BOARDS, COMMISSIONS AND COMMITTEES MAY PARTICIPATE IN DISCUSSIONS WHICH OCCUR AT THE MEETING, BUT NO ACTION WILL BE TAKEN BY THE OTHER BOARDS, COMMISSIONS AND COMMITTEES WHOSE MEMBERS ARE IN ATTENDANCE.

Ordinance No. 618 (09/20/10), Repealing Ordinance No. 593

At all City Council, City Commission or City Board meetings, the agenda shall include a "citizens to be heard" item. It is suggested that Citizens wishing to speak during this item sign in on the sign up roster prior to the meeting. During "citizens to be heard" comments, each individual may speak on an agenda item or any other matter affecting the city. In addition to the "citizens to be heard" portion of meetings, a person may make comments on agenda items prior to the vote on the agenda item. A member of the public will have a total of six (6) minutes to be heard during a City Council, City Commission or City Board Meeting. This does not include any responses from the body. The six (6) minutes time limit authorized herein may not be transferred to another speaker in whole or in part. The presiding Officer or his/her designee will assign a Time Keeper to each meeting. The Time Keeper will maintain strict compliance of the six (6) minute rule, stopping speakers who exceed the allotted time. As authorized by Section 551.042 of the Texas Government Code, the Presiding Officer may direct a City Official to make a statement of specific factual information in

response to an inquiry made by a member of the public or of the City Council, or; a recitation of existing policy in response to an inquiry made by a member of the public or the City Council. Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting. Any question posed by a Citizen, Council Member, Board Member or Commission Member for which an answer is not available at a meeting shall be answered by a member of the staff or Presiding Officer at the next regular meeting of the Body, if an answer is reasonably available and prudent. If the information is sensitive, staff will seek advice from the City Attorney.

REQUEST ALL PAGERS AND CELL PHONES BE TURNED OFF, EXCEPT EMERGENCY ON-CALL PERSONNEL. CITIZENS ARE ASKED TO REFRAIN FROM TALKING DURING COUNCIL PROCEEDINGS.

Meeting Chair: please remind each participant in your meeting that they must speak into a microphone; the recording is the Official Minutes of your meeting and all who speak must be recorded. All guest speakers and citizens to be heard must speak from podium. Please interrupt speakers during meeting if you recognize that they are not speaking into microphone and have them do so.

I. Call to Order, Pledge of Allegiance, Invocation and Announcement

II. Citizens to be Heard on Subsequent and Non-Subsequent Agenda Items

1. A member of the public will have three (3) minutes to discuss non-subsequent agenda items.
2. A member of the public will have six (6) minutes to discuss subsequent agenda items.
3. City Council may discuss and respond to current and past agendas on subsequent and non-subsequent agenda items by citizens to be heard.

III. Presentations

1. Mayor Alan Baxter will read a proclamation proclaiming the Week of April 13-19, 2014 at National Public Safety Telecommunicators Week.
2. Mayor Alan Baxter and City Council will recognize Evan Pape a resident and student at Roosevelt High School for being accepted into West Point. *(Reception to follow)*

IV. Ordinances **"In conjunction with the first reading of an ordinance, a motion should be made to either "reject the proposed ordinance" or "to forward the proposed ordinance to a subsequent City Council meeting for final adoption at its second reading".**

1. City Council will review, discuss and may take action on Ordinance No. 2014-710(O), an ordinance approving and adopting an amendment to the City of Windcrest budget for the fiscal year beginning October 1, 2013 and ending on September 30, 2014 for the expenditure of \$300,000.00 for the Fire Department, and adopting an amendment to the City of Windcrest budget for said fiscal year using \$300,000.00 from CIP fund balance on capital equipment repairs and replacements and establishing a savings clause and an effective date. (Ref: 02.03.14

(Second Reading) (Att. 1)

V. Resolutions

1. City Council will review, discuss and may take action on Resolution No. 2014-488(R), a resolution approving repairs of the City's tower fire truck and authorizing the City Manager to negotiate and execute a contract for such repairs. (Att. 2)
2. City Council will review, discuss and may take action on Resolution No. 2014-489(R), a resolution approving an interlocal cooperation agreement with Region VIII Education Service Center for participation in its interlocal purchasing system program and authorizing the City Manager to execute said agreement. (Att. 3)
3. City Council will review, discuss and may take action on Resolution No. 2014-490(R), a resolution approving a service agreement with COPSYNC, Inc. for law enforcement equipment and services and authorizing the City Manager to execute all documents related thereto. (Att. 4)
4. City Council will review, discuss and may take action on Resolution No. 2014-491(R), a resolution approving the purchase of communications equipment for the police department from Dailey-Wells Communications and authorizing the City Manager to negotiate and execute a contract for such purchase. (Att. 5)
5. City Council will review, discuss and may take action on Resolution No. 2014-492(R), a resolution approving the purchase of playground engineered wood fiber for the Takas Park playground from Heartland Park & Recreation, LLC and authorizing the City Manager to negotiate and execute a contract for such purchase. (Att. 6)
6. City Council will review, discuss and may take action on Resolution No. 2014-493(R), a resolution approving the purchase of tables, benches, dog stations, swings, spring riders, rope climbers and other playground equipment for the Winnbrook Estates Park from Heartland Park & Recreation, LLC and other vendors and authorizing the City Manager to negotiate and execute contracts for such purchases. (Ref 03.26.14 P&R http://windcresttx.granicus.com/MediaPlayer.php?view_id=8&clip_id=1205 00:02:03) (Att. 7)

VI. Discuss and Act

1. City Council will discuss and may take action to add Steve Kohn, resident, Parks & Recreation Commission and Winnbrook Estates HOA member to the Master Plan Review Committee.

2. City Council will review, discuss and may take action on appointing a replacement for the Parks and Recreation Board due to a vacancy.
3. City Council will review, discuss and may take action on purchasing 10 acre feet of water rights, to include granting the City Manager the authority to purchase and execute all related documents.

VII. General Announcements & Future Agenda Items Requested

Per Ordinance No. 618, repealing Ordinance No. 593; Section 9: Every agenda shall include an item entry granting a member the opportunity to propose an item for consideration of future agendas for Regular or Special Meetings. Any member may request the inclusion of such items at any meeting.

VIII. Adjournment

The City Council reserves the right to retire into executive session whenever it is considered necessary and legally justified under the Texas Government Code, Subchapter D, Sections 551.071 et. seq. including, but not limited to, consultation with attorney, real property, prospective gifts, personnel matters, exclusion of witness, security devices, and economic development matters.

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the City Council of the City of Windcrest is a true and correct copy of said Notice and was posted on the bulletin board at City Hall of said City in a convenient place to the public and said Notice was posted more than seventy-two hours prior to the meeting on April 7, 2014.

By:  , City Secretary

In compliance with the Americans With Disabilities Act, the City of Windcrest Council Chambers are wheelchair accessible, and accessible parking spaces are available. The City of Windcrest will provide for reasonable accommodations for persons attending City Council meetings. To better serve you, requests should be received 48 hours prior to the meetings. Please contact Kelly Rodriguez, City Secretary, at 210-655-0022 ext. 2150 or Fax 210-655-8776.

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the City Hall bulletin board on the ____ April, 2014.

____ Title: _____



City Council Agenda Item Report

March 17, 2014

Contact –Sarah Mangham

smangham@windcrest-tx.gov

SUBJECT:

DELIBERATION AND POSSIBLE ACTION ON ADOPTING AN AMENDMENT TO THE CITY OF WINDCREST BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2013 AND ENDING ON SEPTEMBER 30 2014 FOR THE EXPENDITURE OF \$300,000.00 FOR THE FIRE DEPARTMENT, AND ADOPTING AN AMENDMENT TO THE CITY OF WINDCREST BUDGET FOR SAID FISCAL YEAR USING \$300,000.00 FROM CIP FUND BALANCE ON CAPITAL EQUIPMENT REPAIRS AND REPLACEMENTS; AND ESTABLISHING A SAVINGS CLAUSE AND AN EFFECTIVE DATE.

1. BACKGROUND/HISTORY

Interim Chief Vargas provided a summary of needed repairs and equipment that needs to be fixed and/or purchased.

2. FINDINGS/CURRENT ACTIVITY

On February 3, 2014 council took action to provided up to \$300,000 for Fire Department equipment repairs and/or purchases. This includes \$70,000 for the ladder truck repairs, a purchase of a new truck of \$130,000, and new fire equipment up to \$300,000.

3. FINANCIAL IMPACT -

Increase in CIP expenditures (funding from Reserve for CIP Fund Balance) of \$300,000.00.

4. ACTION OPTIONS/RECOMMENDATION

Staff seeks approval of the budget amendment CIP repairs and CIP purchases in the Fire Department.

PACKET: 00301-FIRE CIP

BUDGET CODE: CB-Current Budget

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE

Budget Adj. # 000423 -----							
01 503-800	4/08/2014	CIP FUND BAL FOR FI	300,000.00	0.00	0.00	300,000.00	300,000.00
CAPITAL EXPENDITURES							
			TOTAL NO. ADJUSTMENTS--EXPENSE:		1	300,000.00	
			TOTAL IN PACKET--			300,000.00	

*** NO WARNINGS ***

*** NO ERRORS ***

*** END OF REPORT ***



ORDINANCE NO. 2014-710(O)

AN ORDINANCE APPROVING AND ADOPTING AN AMENDMENT TO THE CITY OF WINDCREST BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2013 AND ENDING ON SEPTEMBER 30 2014 AUTHORIZING THE EXPENDITURE OF \$300,000.00 FOR THE FIRE DEPARTMENT, AND ADOPTING AN AMENDMENT TO THE CITY OF WINDCREST BUDGET FOR SAID FISCAL YEAR USING \$300,000.00 FROM CIP FUND BALANCE ON CAPITAL EQUIPMENT REPAIRS AND REPLACEMENTS; AND ESTABLISHING A SAVINGS CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, the City Council desires to amend the operating budget of the municipal government of the City of Windcrest—for the fiscal year October 1, 2013 to September 30, 2014 to authorize the expenditure of \$300,000.00 for the Fire Department listed below; and,

WHEREAS, the City Council desires to amend the operating budget of the municipal government of the City of Windcrest—for the fiscal year October 1, 2013 to September 30, 2014 to approve expenditures for the purchase and repair of capital equipment in the amount of \$300,000.00 from the CIP Fund Balance, with a new fund balance Reserved for CIP \$197,276.25; and,

WHEREAS, said budget amendments have been submitted to the City Council by the City Manager, in accordance with the City's Fiscal and Budgetary Policy.

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

Section 1. That the City Council of the City of Windcrest does hereby ratify, approve and adopt the amendments to the budget considered for fiscal year of October 1, 2013 to September 30, 2014 as identified in Attachment "A" of this ordinance.

Section 2. That should any part, portion, or section of this ordinance be declared invalid or inoperative or void for any reason by a court of competent jurisdiction, such decision, opinion or judgment shall in no way affect the remaining portions, parts, or sections or parts of section of this ordinance, which provisions shall be, remain and continue to be in full force and effect.

Section 3. That this ordinance shall be effective upon passage.

PASSED AND APPROVED, on the _____ day of _____, 2014 at a regular meeting of the City Council of the City of Windcrest, Texas which meeting was held in compliance with the Open Meetings Act, Tex. Gov't Code, §551.001, et.seq. at which meeting a quorum was present and voting.

CITY OF WINDCREST, TEXAS

Alan Baxter, Mayor

ATTEST:

Kelly Rodriguez, City Secretary

APPROVED:

Michael S. Brennan, City Attorney



City Council Agenda Item Report

April 7, 2014

Contact – Sarah Mangham
smangham@windcrest-tx.gov

Resolution #: 2014-488(R)

**SUBJECT: DELIBERATION AND POSSIBLE ACTION ON A RESOLUTION
APPROVING REPAIRS OF THE CITY'S TOWER FIRE TRUCK AND
AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A
CONTRACT FOR SUCH REPAIRS.**

- 1. BACKGROUND/HISTORY**
City of Windcrest's Tower Fire Truck is in need of repairs.
- 2. FINDINGS/CURRENT ACTIVITY**
City of Windcrest has determined that such repairs are a procurement necessary to preserve and protect the public safety of the residents of the City of Windcrest as provided in Section 252.022 (a) (2) of the Local Government Code.
- 3. FINANCIAL IMPACT -**
\$50,861.60 for all repairs. Funding is coming from CIP fund balance, General Fund.
- 4. ACTION OPTIONS/RECOMMENDATION**
Staff recommends to take action on Resolution as it will provide a necessary public safety for Windcrest residents.

CULLEN EMERGENCY VEHICLES

P.O. BOX 537
Schertz, TX. 78154
(210) 659-1309



ESTIMATE #1036

james.shuman@sutphencorp.com
cullenemergencyvehicles.com
BAR# 46-2855967

WINDCREST,VFD
8601 MIDCROWN
WINDCREST, TX. 78239
Phone: HOME:(210)655-0022

1983 LTI 100 AERIAL

PART : FABMAKE	HYDRAULIC HOSE ALLOWANCE	1 @ \$5,000.00	\$5,000.00	Part
PART : REBUILD CYLINDERS	ELEVATION	2 @ \$3,500.00	\$7,000.00	Part
PART : REBUILD CYLINDERS	REBUILD EXT/RETR CYLINDERS	2 @ \$4,900.00	\$9,800.00	Part
PART : REBUILD CYLINDERS	OUTRIGGER	4 @ \$2,500.00	\$10,000.00	Part
PART : REBUILD CYLINDERS	LEVELING	4 @ \$1,200.00	\$4,800.00	Part
PART : SS TUBING	SS TUBING	8 @ \$7.70	\$61.60	Part
LABOR:	R/R OUTRIGGERS	20 hours	\$2,000.00	Labor
LABOR:	R/R ELEVATION CYINDERS	16 hours	\$1,600.00	Labor
LABOR:	R/R LEVELING CYLINDERS	12 hours	\$1,200.00	Labor
LABOR:	R/R EXTEND RETRACT CYLINDERS	30 hours	\$3,000.00	Labor
LABOR:	REPAIR SAFETY RAIL	4 hours	\$400.00	Labor
LABOR:	AERIAL PM	45 hours	\$4,500.00	Labor
LABOR:	REPAIR QUARTZ LIGHTS (LABOR ONLY)	4 hours	\$400.00	Labor
LABOR:	AERIAL TEST	11 hours	\$1,100.00	Labor

FD-1314-03C

Thank you for the opportunity to earn your business. Please note that all prices, labor rates and labor times are accurate as of the date of this quote, but are subject to change.

Labor	\$14,200.00
Parts	\$36,661.60
Subtotal	\$50,861.60
Tax	\$0.00
Total	\$50,861.60



RESOLUTION NUMBER 2014-488(R)

**A RESOLUTION APPROVING REPAIRS OF THE CITY'S
TOWER FIRE TRUCK AND AUTHORIZING THE CITY
MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT
FOR SUCH REPAIRS**

WHEREAS, it is necessary to repair the City's only tower fire truck; and

WHEREAS, the City Council, based upon the recommendation of the City Manager, has determined that such repairs are a procurement necessary to preserve and protect the public safety of the residents of the City of Windcrest as provided in Section 252.022 (a) (2) of the Local Government Code.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Windcrest, Texas, that:

1. The repair of the City's tower fire truck in the amount of \$50,861.60 is hereby approved.
2. The City Manager is authorized to negotiate and execute a contract for such repairs on behalf of the city.

DULY PASSED AND APPROVED, on the ____ day of _____, 2014 at a regular meeting of the City Council of the City of Windcrest, Texas, which meeting was held in compliance with the Open Meetings Act, Tex. Gov't. Code, §551.001, et. seq. at which meeting a quorum was present and voting.

Alan Baxter, Mayor

ATTEST:

Kelly Rodriguez, City Secretary

APPROVED AS TO FORM:

Michael S. Brenan, City Attorney



City Council Agenda Item Report

April 7, 2014

Contact – Sarah Mangham
smangham@windcrest-tx.gov

Resolution #: 2014-489(R)

SUBJECT: DELIBERATION AND POSSIBLE ACTION ON A RESOLUTION APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH REGION VIII EDUCATION SERVICE CENTER FOR PARTICIPATION IN ITS INTERLOCAL PURCHASING SYSTEM PROGRAM AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT.

1. BACKGROUND/HISTORY

This agreement would enable the City to acquire goods and services at substantial savings if the City entered into an Interlocal Cooperation Agreement with Region VIII Education Service Center for participation in its interlocal purchasing system (TIPS) program.

2. FINDINGS/CURRENT ACTIVITY

City of Windcrest has determined that entering in to such agreement can benefit the City and its residents by streamlining the procurement system and offering required items at a discount.

3. FINANCIAL IMPACT -

There is no financial impact. The TIPS program does not have a membership fee.

4. ACTION OPTIONS/RECOMMENDATION

Staff recommends to take action on Resolution as it will provide another option for the City of Windcrest to purchase items at a pre-negotiated discount.

INTERLOCAL AGREEMENT
Region VIII Education Service Center
TEXAS PUBLIC ENTITY OR LOCAL GOVERNMENT
(School, College, University, State, City, County, or Other Political Subdivision)

City of Windcrest
TEXAS PUBLIC ENTITY

Control Number (TIPS will Assign)
Schools enter County-District Number

Region VIII Education Service Center
Pittsburg, Texas

225 - 950
County-District Number

Texas Education Code §8.002 permits regional education service centers, at the direction of the Commissioner of Education, to provide services to assist school districts, colleges and universities in improving student performance and increasing the efficiency and effectiveness of school, college and university operations. Authority for such services is granted under Texas Government Code §§ 791.001 *et seq* as amended. Cooperative Purchasing Services under this agreement are extended to all Texas State, City or County Government Agencies, or any other Local Government Entity as defined in the Texas Government Code § 791.003.

This Interlocal Agreement (hereinafter the "Agreement") is effective _____ and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This Agreement may be terminated without cause by either party upon (60) days prior written notice, or may also be determined for cause at anytime upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

Statement of Services to be Performed:

Region VIII Education Service Center, by this Agreement, agrees to provide cooperative purchasing services to the above-named public entity through a Program known as the The Interlocal Purchasing System (TIPS) Program.

The purpose of the TIPS Program shall be to obtain substantial savings for participating school entities or public agencies through cooperative purchasing.

Role of the TIPS Purchasing Cooperative:

1. Provide for the organizational and administrative structure of the program.
2. Provide staff necessary for efficient operation of the program.
3. Provide marketing of the program to expand membership, number of vendor awarded contracts and commodity categories.
4. Initiate and implement activities required for competitive bidding and vendor award process including posting, advertising, collecting proposals, scoring proposals, and award of contracts.
5. Provide members with procedures for ordering, delivery, and billing.
6. Maintain filing system for all bidding procedure requirements.

INTERLOCAL AGREEMENT, continued

Role of the Public Entity:

1. Commitment to participate in the program by an authorized signature on membership forms.
2. Designation of Primary Contact and Technology Contact for entity.
3. Commitment to purchase products and services from TIPS Vendors when in the best interest of the entity.
4. Prepare purchase orders issued to TIPS Awarded Vendor and FAX to TIPS.
5. Accept shipments of products ordered from Awarded Vendors in accordance with standard purchasing procedures.
6. Pay Awarded Vendors in a timely manner for all goods and services received.

General Provisions:

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

This Agreement shall be governed by the law of the State of Texas and venue shall be in the county in which the administrative offices of RESC VIII are located which is Camp County, Texas.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from budgeted available funds for the current fiscal year of each such entity.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

This Agreement may be negotiated and transmitted between the Parties by means of a facsimile machine and the terms and conditions agreed to are binding upon the Parties.

Authorization:

Region VIII Education Service Center and The Interlocal Purchasing System (TIPS) Program have entered into an Agreement to provide cooperative purchasing opportunities to public agencies.

INTERLOCAL AGREEMENT, continued

This Agreement was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code ch. 551.

The individuals signing below are authorized to do so by the respective parties to this Agreement.

Public Entity

Region VIII Education Service Center

By: _____
Authorized Signature

By: _____
Authorized Signature

Title: _____

Title: Executive Director Region VIII ESC

Date

Date

Public Entity Contact Information

David Wilson

Primary Purchasing Person Name

8601 Midcrown

Street Address

Windcrest, Tx 78239

City, State Zip

210-655-0022

Telephone Number

210-590-0733

Fax Number

DWILSON@WINDCREST-TX.GOV

Primary Person Email Address

Sarah Mangham

Secondary Person Name

SMANGHAM@WINDCREST-TX.GOV

Secondary Person Email Address

Please send two signed original Interlocal Agreements and one copy of Board Resolution (if required) to TIPS, Attn: Kim Thompson, C/O Region VIII Education Service Center, 4845 US Highway 271 North, Pittsburg, Texas 75686. Upon execution, a signed original will be returned to the Purchasing Contact listed above.



RESOLUTION NO 2014-489(R)

A RESOLUTION APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH REGION VIII EDUCATION SERVICE CENTER FOR PARTICIPATION IN ITS INTERLOCAL PURCHASING SYSTEM PROGRAM AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT

WHEREAS, it would enable the City to acquire goods and services at substantial savings if the City entered into an Interlocal Cooperation Agreement with Region VIII Education Service Center for participation in its interlocal purchasing system (TIPS) program.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Windcrest, Texas, that:

1. That the attached Interlocal Agreement with Region VIII Education Service Center for participation in its interlocal purchasing system (TIPS) program is approved and the City Manager is authorized to execute said agreement.

DULY PASSED AND APPROVED, on the ____ day of _____, 2014 at a regular meeting of the City Council of the City of Windcrest, Texas, which meeting was held in compliance with the Open Meetings Act, Tex. Gov't. Code, §551.001, et. seq. at which meeting a quorum was present and voting.

Alan Baxter, Mayor

ATTEST:

Kelly Rodriguez, City Secretary

APPROVED:

Michael S. Brenan, City Attorney



City Council Agenda Item Report

April 7, 2014

Contact – Sarah Mangham
smangham@windcrest-tx.gov

Resolution #: 2014-490(R)

SUBJECT: DELIBERATION AND POSSIBLE ACTION ON A RESOLUTION APPROVING A SERVICE AGREEMENT WITH COPSINC, INC. FOR LAW ENFORCEMENT EQUIPMENT AND SERVICES AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RELATED THERETO

1. BACKGROUND/HISTORY

Windcrest City Council has determined that COPsync, Inc. is the sole source provider for COPsync™ technology; and it is determined that it would promote the health, safety and welfare of the citizens to enter into a service agreement with COPsync, Inc. for acquisition of COPsync™ equipment and services. This equipment is needed to outfit the 3 Tahoe's that were purchased and recently approved by Council.

2. FINDINGS/CURRENT ACTIVITY

COPsync has provided a quote for the equipment and service in the amount of \$23,200.00 (attached).

3. FINANCIAL IMPACT -

\$23,200.00 funding is available and has been approved. . This was budgeted within the WCCPD budget, and will be paid for from WCCPD proceeds.

4. ACTION OPTIONS/RECOMMENDATION

Staff recommends the approval of the purchase of equipment and service from COPsync in the amount of \$23,200.00.

PD-1314-013C

Attachment A

COPsync, Inc.**Service Agreement**P.O. Box 802108
Dallas, Texas 75380-2108Office: 972-885-6192
Fax: 972-201-9848**CUSTOMER:**Agency: Windcrest Police Department
Address: 8601 Midcrown
Windcrest, TX 78239
Contact: Lt. Dale Clark
Phone: (210) 855-2666
Email: dclark@windcrest-tx.gov**SHIP EQUIPMENT TO:**Name: Same
Attention:
Address:**SEND INVOICE TO:**Name: Same
Attention:
Address:

Sales Rep: Phil Raymond

RESELLER:

Phone:

Quote #: 7170
Issue Date: 3/5/2014
Valid Thru: 5/4/2014

Sales Tax: Exempt

Final: Yes

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	---VIDTAC HARDWARE/SOFTWARE---		
2	400-015 In-car Video Hardware and Software Introductory Price, including Installation, Setup, Training Services, and Year 1 Maintenance and Support	\$ 3,850.00	\$ 7,700.00
	---COMPUTERS AND ACCESSORIES---		
3	805-114 Getac Semi-Rugged Laptop with Intel i5 processor, 8 GB memory, 500GB Hard Disk Drive, Windows 7 Professional and 14" touchscreen display. Integrated wireless (A/B/G/N), Internal GPS, GOBI 2000, W/ 3 Yr. Warranty (SWM114)	\$ 2,970.80	\$ 8,912.40
3	805-240 Vehicle adapter/charger (S-LNDVDC)	\$ 189.00	\$ 567.00
3	805-251 Vehicle Docking Station w/ Port Replicator (S-VEHDOCKRF)	\$ 779.00	\$ 2,337.00
2	890-820 Printek-FieldPro Printer-RT43 Bluetooth (91844)	\$ 724.36	\$ 1,448.72
2	890-821 Printek-FieldPro Printer - 36 month extended warranty	\$ 236.60	\$ 473.20
2	890-822 Printek-Fixed Mounting System (91917)	\$ 84.00	\$ 168.00
2	890-824 Printek-In Vehicle Power Adapter MtP (91410)	\$ 66.60	\$ 133.20
2	890-825 Printek-USB Cable - RJ45 to USB-A (91850)	\$ 49.00	\$ 98.00
2	890-515 Magtek Card Reader	\$ 79.95	\$ 159.90
3	890-520 Gamber Johnson Laptop Mount	\$ 349.00	\$ 1,047.00
3	895-810 Laptop shipping and handling	\$ 24.75	\$ 74.25
1	895-815 Accessories shipping and handling	\$ 24.75	\$ 24.75
SPECIAL TERMS		VIDTAC	\$ 7,700.00
All amounts are due upon execution of this services agreement as described in Item 1, 'Invoicing and Payment.' The hardware and accessories component of this invoice is due and payable within 10 days of invoice date. COPsync will procure the hardware components of this order following receipt of \$23,147.42. ***DO NOT PAY, THIS IS NOT AN INVOICE***		COMPUTERS & ACCES.	\$ 15,447.42
		GRAND TOTAL	\$ 23,147.42

Classify: Service Agreement / Budget
Workbook: Windcrest Police Department_7170_Service Agreement_Budget_2014 03 05.xls
Use File Name: Windcrest Police Department_7170_Service Agreement_Budget_2014 03 05
Generated: 03/05/2014 at 13:15
Tool Version: Ver. 2013 11 18



1. **Invoicing & Payment.** COPsync, Inc. ("COPsync") may issue invoices upon the execution of this Services Agreement, and customer agrees to pay all invoices in U.S. dollars within 30 days of the date of invoice unless otherwise provided in the invoice. By signing below Customer is agreeing to subscribe to the COPsync services and agreeing to purchase the hardware and other items stated on the face of this Services Agreement. Annual subscription and maintenance fees are to be paid at the beginning of each service year, unless otherwise stated on the Services Agreement, with the initial subscription period beginning on the 60th day following the date of this Services Agreement or, if earlier, on the date the installation and training are completed and/or the services are initiated and made available to Customer. **Make all checks payable to: COPsync, Inc., Attn: Accounts Receivable, P.O. Box 802108, Dallas, Texas, 75380-2108.**
2. **Term.** This Services Agreement shall be for the period stated on the face of the Services Agreement. This Services Agreement cannot be cancelled or terminated before the expiration of the contract term indicated on the face of this Services Agreement except as provided in the attached Terms & Conditions.
3. **Installation.** COPsync shall provide, directly or through designated third-party service providers, installation services for the hardware being purchased by Customer and set-up and training (if stated on the face of the Services Agreement) in the use of the COPsync services. The Customer agrees to execute COPsync's acceptance forms upon completion of hardware installation and training, as applicable.
4. **Taxes.** Upon presentation of invoices by COPsync, Customer agrees to pay any tariffs, duties or taxes imposed or levied by any government or governmental agency, including without limitation, federal, state and local sales, imposed use, value-added and personal property taxes (other than franchise and income taxes imposed on COPsync's net income).
5. **Title.** Title to the Service and Software is reserved to COPsync. Title to, and risk of loss, for Hardware provided under this Services Agreement passes to customer upon delivery.
6. **Interface.** The parties shall enter into a separate integration agreement if the COPsync™ database is to be integrated with Customer's existing record, court, jail management or computer aided dispatch (CAD) software systems to permit the exchange of data between these systems and the COPsync database.
7. **Sales and Use Tax.** The products and services provided under this Services Agreement are tax-exempt from Sales and Use Tax per Title 34, Part 1, Chapter 3, Rule 3.322, Exempt Organizations.
8. **TLETS Application.** If applicable, Customer is solely responsible for making application and securing approval of its application to connect to the state law enforcement telecommunications system ("LETS"). Customer agrees to comply with the payment terms outlined in this Services Agreement regardless of whether or not the LETS application has been approved.
9. **Number of Users:** COPsync agrees to provide the total number of user licenses, at the specified monthly pricing per user, for use of the Service and related Software as indicated on the face of this Services Agreement. Additionally, COPsync agrees to provide a maximum of five (5) user licenses for the COPsync Network Service at no charge to Customer for administrators and support staff.

COPsync, Inc

Signature: _____

Title: _____

Print Name: _____

Date: _____

Subscriber*

Signature: _____

Title: _____

Print Name: _____

Date: _____

*The person signing represents they are an authorized signatory.

Terms and Conditions

These Terms and Conditions describe the terms and conditions under which COPsync, Inc. ("COPsync" or "we") provides a subscription to you ("Subscriber" or "you") and your authorized users the service ("Service") to which you are subscribing as noted in the Services Agreement and related computer software ("Software")

1. **Subscription.** We grant you and your authorized users a nonexclusive subscription to use the executable form of the Software and related documentation files in connection with your subscription to and use of the Service. The fees for your use of the Software and the Service are specified in the Services Agreement to which these Terms and Conditions are attached.
2. **Term.** The initial term (the "Initial Term") of the Services Agreement shall be as stated in the Services Agreement, unless terminated sooner as provided herein. At the end of the Initial Term, the Services Agreement shall automatically renew for successive one year periods (the "Renewal Term") at our then-current prices, unless either you or we notifies the other in writing thirty days prior to the end of the Initial Term or Renewal Term, as applicable.
3. **Permitted Use Only.** The COPsync Service and the related Software may be used only by law enforcement officers, administrators and authorized support staff, in each case that are registered with us and for law enforcement purposes only. The COPsync 911 Service, COURTSync Service and the related Software may be used solely to communicate with the law enforcement officers that use the COPsync Service. The COPsync VidTac video system may be used only for law enforcement purposes. All other access is unauthorized and shall constitute a violation of these Terms and Conditions.
4. **Restrictions.** You may not (1) copy or duplicate any part of the Service or Software; (2) allow any unauthorized person or third party to use the Service or Software or any of the data or confidential information accessible through use of the Service or Software or transfer, publish, distribute, sell or sublicense the Service or Software or any portion thereof; or (3) allow more than one individual to share a unique identification/registration number to access the Service or Software, except in the case of the VidTac system multiple users of the evidence dashboards are permitted; (4) use the Service or Software in any fashion that infringes any of our copyrights, intellectual property rights, or proprietary or property rights.

Additionally you may not (5) use the Service or Software to develop your own law enforcement product or service (either electronic, print, or a combination, now existing or developed in the future); (6) sell, rent, license, distribute, transfer, or disclose the Software or Service or its contents; (7) copy, reproduce, manufacture, reverse engineer, disassemble, or reverse compile the software comprising the Service or Software, or disclose or distribute the design, structure, or operation of the Service or Software or part thereof to any person, corporation or other entity; (8) use any robot, bot, automated user, spider, site search/retrieval application, or other program or device to retrieve or index any portion of the Service or Software source code or content or collect information, or for any purpose; or (9) remove or obscure any of our copyright, patent, or other intellectual property notices.
5. **Title; Confidentiality.** Title, ownership rights, and intellectual property rights in and to the Software and Service shall remain with us. The Software and Service are protected by the copyright laws of the United States and international copyright treaties. To our knowledge, your use of the Software and Service will not infringe any third party patent.
6. **Grant-Back License.** You grant us a fully-paid up, non-revocable, worldwide, non-exclusive, and transferable (as permitted in Section 8) license to (a) allow users of the Service to access and view "background data" and "foreground" data in connection with their use of the Service; and (b) use publicly-available data, whether background or foreground, and "de-identified" data, whether background or foreground, for research and academic purposes and for any other lawful purpose, including licensing or other transfers for value to unaffiliated third parties. "Background data" is any of your data, including publicly-available data, that is uploaded to our data bases. "Foreground data" is any data, including publicly-available data, arising in connection with the use of the Software and Service by you and your users and that is captured in our data bases.

We claim no ownership rights in the background data or the foreground data. "De-identified" data is data that does not contain any information that could reasonably serve to identify any natural person or entity. The provisions of this Section shall survive the expiration or termination of the Services Agreement.

- 7. Warranty Provisions.** We warrant that the Service and the Software will perform substantially as set forth in our published documentation. As our sole liability and your sole remedy for any breach of the foregoing warranty, we shall use commercially reasonable efforts to cause the Service and the Software to perform substantially in accordance with the published documentation and you shall give us a reasonable opportunity to do so. If we are unable to do so, you may terminate the Services Agreement upon 5 days written notice to us and we shall refund any pre-paid fees paid by you that relate to the period following the effective date of the termination. To the maximum extent permitted by applicable law, we expressly disclaim all warranties with respect to your use of the Software and Service.

Other than the warranty of title and the warranty provided in the first sentence of this section, the Software and the Services are provided "as is," "as available" without warranties of any kind, either express or implied including, but not limited to, implied warranties of merchantability, fitness for a particular purpose or non-infringement (subject to section 5) or non-interference. This limited warranty gives you specific legal rights. You may have others, which vary from state and jurisdiction. Some states and jurisdictions do not allow limitations with respect to implied warranties, so the above limitation may not apply.

- 8. Limitation of Liability.** To the maximum extent permitted by applicable law, neither you, on the one hand, nor we nor any of our contractors, suppliers, and other parties who may be associated with providing the Software or Service (a "Disclaiming Party"), on the other hand, will be liable to the other or any third party for any indirect, incidental, special, punitive, exemplary, or consequential damages of any kind arising under this Agreement or otherwise in connection with your use, or a Disclaiming Party's provision, of the Software or Service. Our aggregate liability to you arising under this Agreement or otherwise in connection with your use, or a Disclaiming Party's provision, of the Service or Software shall not exceed, for all causes of action that arose in a calendar year, the amounts you actually paid to us under this Agreement for such calendar year, unless otherwise specifically agreed in writing between the parties.

Our limits of liability apply regardless of the type of claim brought, including those for negligence. Some states and jurisdictions do not allow the exclusion or limitation of liability, so the above limitation may not apply to you.

- 9. Termination.** We may terminate this Agreement upon written notice to you if you breach any of the terms hereof or other agreement between you and us. Upon termination, you agree to (i) discontinue use of Software and Service; (ii) remove the Software and Service from any servers upon which they have been installed; and (iii) destroy or return to us the Software and Service and any archived copies of the Software and Service, except as may be necessary for you to transfer data to yourself or a new software/service provider. You shall also have "read only" access to the data stored in our data bases relating to the Service for a period of 30 days after termination. Within 90 business days after termination, we shall provide you a copy of the foreground data stored in our data bases in a mutually agreed format.

- 10. General.** This Agreement represents the complete agreement between the parties concerning this subscription and service arrangement and supersedes all prior agreements and representations between us. The Services Agreement may only be amended by mutual written agreement. If any provision of these Terms and Conditions is held to be void and unenforceable, it will not affect the validity of the balance of these Terms and Conditions, which shall remain valid and enforceable according to its terms.

In any action to enforce the Services Agreement, the prevailing party shall be entitled to recover, in addition to other relief granted, reasonable attorneys' fees and expenses of litigation. We shall have the right to assign our rights and obligations hereunder to (a) any controlled subsidiary of ours, (b) any joint venture in which we are a participant, (c) any entity which is the survivor in a merger of COPsync with or into such other entity, or (d) any acquirer of all or substantially all of our assets. The Services Agreement shall be governed by the laws of the State of Texas (without regard to the conflicts of law provisions thereof) and applicable U.S. federal law.



RESOLUTION NUMBER 2014-490(R)

**A RESOLUTION APPROVING A SERVICE AGREEMENT
WITH COPSINC, INC. FOR LAW ENFORCEMENT
EQUIPMENT AND SERVICES AND AUTHORIZING THE
CITY MANAGER TO EXECUTE ALL DOCUMENTS
RELATED THERETO**

WHEREAS, the City of Windcrest desires to acquire COPsync™ law enforcement equipment and services for use by the Police Department; and

WHEREAS, the Windcrest City Council has determined that COPsync, Inc. is the sole source provider for COPsync™ technology; and

WHEREAS, the Windcrest City Council has determined that it would promote the health, safety and welfare of the citizens to enter into a service agreement with COPsync, Inc. for acquisition of COPsync™ equipment and services.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WINDCREST that the attached service agreement between the City of Windcrest and COPsync, Inc., including attachment A, is hereby approved for the approximate amount of \$23,200.00 and the City Manager is authorized to execute all documents related thereto on behalf of the city.

DULY PASSED AND APPROVED, on the _____ day of _____, 2014 at a regular meeting of the City Council of the City of Windcrest, Texas, which meeting was held in compliance with the Open Meetings Act, Tex. Gov't. Code, §551.001, et. seq. at which meeting a quorum was present and voting.

Alan Baxter, Mayor

ATTEST:

Kelly Rodriguez, City Secretary

APPROVED AS TO FORM:

Michael S. Brenan, City Attorney



City Council Agenda Item Report

April 7, 2014

Contact – Sarah Mangham
smangham@windcrest-tx.gov

Resolution #: 2014-491(R)

**SUBJECT: DELIBERATION AND POSSIBLE ACTION ON A RESOLUTION
APPROVING THE PURCHASE OF COMMUNICATIONS EQUIPMENT
FOR THE POLICE DEPARTMENT FROM DAILEY-WELLS
COMMUNICATIONS AND AUTHORIZING THE CITY MANAGER TO
NEGOTIATE AND EXECUTE A CONTRACT FOR SUCH PURCHASE**

1. BACKGROUND/HISTORY

The Windcrest Police Department requested in the FY 2013-2014 budget the procurement of three portable police radios. This purchase would enhance the safety and welfare of the citizens of the City of Windcrest for the City to purchase communications equipment for the Windcrest Police Department from Dailey-Wells Communications. This equipment is needed to outfit the 3 Tahoe's that were purchased and recently approved by Council.

2. FINDINGS/CURRENT ACTIVITY

Dailey-Wells Communications (Harris Corporation) has provided a quote for the three requested portable radios models in the amount of \$13,358.70 (attached).

3. FINANCIAL IMPACT -

\$13,358.70 funding is available and has been approved. This was budgeted within the WCCPD budget, and will be paid for from WCCPD proceeds.

4. ACTION OPTIONS/RECOMMENDATION

Staff recommends the approval of the purchase of three Portable Radios from Dailey-Wells Communications in the amount of \$13,358.70.

DAILEY-WELLS COMMUNICATIONS

3440 E. Houston St., San Antonio, TX 78219

PD-1314-014C



To: **A. O. "Al" Bellew**
Chief of Police
Emergency Management Coordinator
For: **City of Windcrest Police Department**
Phone: **(210)655-0022 Ext. 2220**
Cell: **(210)896-0880**
Date: **7-Feb-14**

Non-DIR Pricing

XG-75M Mobile System Model Remote Mount 700/800MHz ProVoice with P25 Trunking Phase I & II

Item	Part Number	Description	Qty.	Unit List	Disc. %	Unit Sale	Ext Sale
1	MAMW-SDMXX	Mobile, XG-75M, 764-870MHz, Half Dplx, Unencrypted	3	\$ 2,300.00	25%	\$ 1,725.00	\$ 5,175.00
2	MAMW-NMC7Z	Microphone, Standard	3	\$ 80.00	25%	\$ 60.00	\$ 180.00
3	MW-PL4F	Feature Package,, P25 Phase II, TDMA	3	\$ 250.00	25%	\$ 187.50	\$ 562.50
4	MW-P25ED	Feature Package, P25 Trunking & EDACS	3	\$ 1,600.00	25%	\$ 1,200.00	\$ 3,600.00
5	MW-PRO	Feature, ProVoice	3	\$ 250.00	25%	\$ 187.50	\$ 562.50
6	MAMW-NPL7G	Feature, EDACS Security Key	3	\$ 110.00	25%	\$ 82.50	\$ 247.50
7	MAMW-NCP9F	Control Unit, System, Remote Mount	3	\$ 825.00	25%	\$ 618.75	\$ 1,856.25
8	MAMW-NZN7R	Accessories, M7300 Remote Mount & Cabling Kit	3	\$ 360.00	25%	\$ 270.00	\$ 810.00
9	64358	Noise Suppressor, 15 AMP	3	\$ 34.25	10.00%	\$ 30.83	\$ 92.49
10	64358	Noise Suppressor, 15 AMP	3	\$ 34.25	10.00%	\$ 30.83	\$ 92.49
11	ATX-B7603	Antenna, 700/800 MHz, 3DBI Gain 5" Overall Height	3	\$ 44.31	10.00%	\$ 39.88	\$ 119.64
12	NM058UC	Mobile Antenna Mount w/Cable	3	\$ 22.34	10.00%	\$ 20.11	\$ 60.33
Total:				\$ 5,910.15		\$ 4,452.90	\$ 13,358.70

Note: Does not include installation for mobiles.

Programming provided by Bexar County Radio Services

From: **Anna Solis**
Major Accounts Representative
Dailey-Wells Communications
3440 E. Houston St.
San Antonio, TX 78219
210.893.6571 Phone
210.893.6702 Fax
210.269.3035 Cell
anna@dwcomm.com

Net: 30 Days
Prices valid until March 31, 2014
Pick up at Dailey-Wells



RESOLUTION NUMBER 2014-491(R)

A RESOLUTION APPROVING THE PURCHASE OF COMMUNICATIONS EQUIPMENT FOR THE POLICE DEPARTMENT FROM DAILEY-WELLS COMMUNICATIONS AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT FOR SUCH PURCHASE

WHEREAS, it would enhance the safety and welfare of the citizens of the City of Windcrest for the City to purchase communications equipment for the Windcrest Police Department from Dailey-Wells Communications.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Windcrest, Texas, that:

1. The purchase of communication equipment for the Windcrest Police Department from Dailey-Wells Communications is hereby approved in the approximate amount of \$13,500.00.
2. The City Manager is authorized to negotiate and execute a contract for such purchase on behalf of the city.

DULY PASSED AND APPROVED, on the ____ day of _____, 2014 at a regular meeting of the City Council of the City of Windcrest, Texas, which meeting was held in compliance with the Open Meetings Act, Tex. Gov't. Code, §551.001, et. seq. at which meeting a quorum was present and voting.

Alan Baxter, Mayor

ATTEST:

Kelly Rodriguez, City Secretary

APPROVED AS TO FORM:

Michael S. Brennan, City Attorney



City Council Agenda Item Report

April 7, 2014

Contact – Sarah Mangham
smangham@windcrest-tx.gov

Resolution #: 2014-492(R)

**SUBJECT: DELIBERATION AND POSSIBLE ACTION ON A RESOLUTION
APPROVING THE PURCHASE OF PLAYGROUND ENGINEERED WOOD
FIBER FOR THE TAKAS PARK PLAYGROUND FROM HEARTLAND PARK &
RECREATION, LLC AND AUTHORIZING THE CITY MANAGER TO
NEGOTIATE AND EXECUTE A CONTRACT FOR SUCH PURCHASE**

1. BACKGROUND/HISTORY

This purchase would enhance the safety of the younger citizens of the City of Windcrest for the City to purchase Playground Engineered Wood Fiber from Heartland Park & Recreation, LLC for the Takas Park playground. The previous wood fiber has deteriorated from use and/or washed away due to flooding.

2. FINDINGS/CURRENT ACTIVITY

City of Windcrest has determined that this procurement necessary to ensure that we are providing the most save environment for our younger citizens.

3. FINANCIAL IMPACT -

\$16,500.00 for mulch and delivery. Public Works Department will be required to spread mulch.

4. ACTION OPTIONS/RECOMMENDATION

Staff recommends to take action on Resolution to purchase mulch for the Takas Park Playground.

HEARTLAND

Park & Recreation, LLC



www.HeartlandPlay.com

Date: April 2, 2014

Bill To:

City of Windcrest

8601 Midcrown

Windcrest, TX 78239

Installation Address:

Takas Park

Kyle Spencer

Central/South Texas Sales

College Station, Texas

979-220-4469

Kyle@HeartlandPlay.com

HEARTLAND Park & Recreation Corporate Office

P.O. Box 505, White Oak, TX 75693-0505

1-866-388-1365

Mike@HeartlandPlay.com

Project Contact: David Wilson

Phone:

Email:

Billing Contact: Sarah Mangham

Phone:

Email:

Qty.	Item #	Description/Colors/Mounting/Etc...	Unit Price	Freight	Extended Amount
					\$ -
465	cu.yd.	Playground Engineered Wood Fiber	\$ 38.50		\$ 17,902.50
		12,558 Sq.Ft. @ 12"			\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
1		TIPS Discount	\$ (1,450.00)		\$ (1,450.00)
					\$ -
					\$ -
					\$ -
50% deposit due (if applicable):			\$ 8,226.25		
Purchase Order Number:					
Order Approved By (signature):					
Date:					
Subtotal				\$	16,452.50
Install					
Tax				\$	-
Total				\$	16,452.50

Quote is valid for 30 days on all equipment and install. Quote is valid for 10 days on all freight. Quote excludes site preparation. The customer is responsible for locating all underground phone & utility lines 72 hours prior to the installation date by calling Dig Test at (800) 245-4545. By initialing, customer acknowledges that any damage done as a result of not locating these lines will be the customers liability. (Initial) _____

Without installation, customer is responsible for arranging for the off-loading of equipment & check-in. If during installation, large rocks or concrete are found additional costs for removal will occur. Additional expenses must be approved by both parties. All customers are required to pay local and state taxes. If a customer has tax exempt status, Heartland Playgrounds must retain a copy of 501(C)(3) or other proof of tax exempt status.



RESOLUTION NUMBER 2014-492(R)

**A RESOLUTION APPROVING THE PURCHASE OF
PLAYGROUND ENGINEERED WOOD FIBER FOR THE TAKAS
PARK PLAYGROUND FROM HEARTLAND PARK &
RECREATION, LLC AND AUTHORIZING THE CITY
MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT
FOR SUCH PURCHASE**

WHEREAS, it would enhance the health, safety and welfare of the citizens of the City of Windcrest for the City to purchase Playground Engineered Wood Fiber from Heartland Park & Recreation, LLC for the Takas Park playground.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Windcrest, Texas, that:

1. The purchase of Playground Engineered Wood Fiber from Heartland Park & Recreation, LLC for the Takas Park playground in the approximate amount of \$16,500.00 is hereby approved.
2. The City Manager is authorized to negotiate and execute a contract for such purchase on behalf of the city.

DULY PASSED AND APPROVED, on the ____ day of _____, 2014 at a regular meeting of the City Council of the City of Windcrest, Texas, which meeting was held in compliance with the Open Meetings Act, Tex. Gov't. Code, §551.001, et. seq. at which meeting a quorum was present and voting.

Alan Baxter, Mayor

ATTEST:

Kelly Rodriguez, City Secretary

APPROVED AS TO FORM:

Michael S. Brennan, City Attorney



City Council Agenda Item Report

April 7, 2014

Contact – Sarah Mangham
smangham@windcrest-tx.gov

Resolution #: 2014-493(R)

SUBJECT: DELIBERATION AND POSSIBLE ACTION ON A RESOLUTION APPROVING THE PURCHASE OF TABLES, BENCHES, DOG STATIONS, SWINGS, SPRING RIDERS, ROPE CLIMBERS AND OTHER PLAYGROUND EQUIPMENT FOR THE WINDBROOK ESTATES PARK FROM HEARTLAND PARK & RECREATION, LLC AND OTHER VENDORS AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE CONTRACTS FOR SUCH PURCHASES

1. BACKGROUND/HISTORY

This purchase would begin the development of Windbrook Estates Park. The Purchase of park equipment to include, tables, park benches, dog stations, and playground equipment to include but not limited to spring riders, swings, and rope climber from Heartland Park & Recreation, LLC. Additional items for Heartland Park & Recreation to install will be purchased from Paul E Allen Co. These addition items are included in this amount.

2. FINDINGS/CURRENT ACTIVITY

City of Windcrest has determined that this procurement necessary to ensure that we are providing the most save environment for our younger citizens and added community activities for our residents.

3. FINANCIAL IMPACT -

This resolution may be used as part of the total package of playground and park amenities from various vendors not to exceed \$49,900.

4. ACTION OPTIONS/RECOMMENDATION

Staff recommends to take action on Resolution and to purchase the park amenities for the Windbrook Estates Park Playground.

HEARTLAND

Park & Recreation, LLC



www.HeartlandPlay.com

Date: April 3, 2014

Bill To:

City of Windcrest

8601 Midcrown

Windcrest, TX 78239

Installation Address:

Windbrook Estates Park

Kyle Spencer

Central/South Texas Sales

College Station, Texas

979-220-4469

Kyle@HeartlandPlay.com

HEARTLAND Park & Recreation Corporate Office

P.O. Box 505, White Oak, TX 75693-0505

1-866-388-1365

Mike@HeartlandPlay.com

Project Contact: Andrew Hunt

Phone: _____

Email: _____

Billing Contact: Sarah Mangham

Phone: _____

Email: _____

Qty.	Item #	Description/Colors/Mounting/Etc...	Unit Price	Freight	Extended Amount
					\$ -
1		Dynamo Climber	\$ 16,000.00		\$ 16,000.00
1		2 bay swing (2 infant seats)	\$ 1,659.00		\$ 1,659.00
1		Trigger Spring Horse	\$ 745.00		\$ 745.00
1		Toddler Buggy	\$ 747.00		\$ 747.00
1		Motorcycle Spring Rider	\$ 606.00		\$ 606.00
101		Play Mulch	\$ 40.00		\$ 4,040.00
61		Playground Borders	\$ 33.00		\$ 2,013.00
1		Access Ramp	\$ 649.00		\$ 649.00
2		Dog Waste Station	\$ 259.00		\$ 518.00
1		Freight	\$ 3,985.00		\$ 3,985.00
					\$ -
					\$ -
					\$ -
					\$ -
1		TIPS Discount	\$ (1,100.00)		\$ (1,100.00)
					\$ -

50% deposit due (if applicable): \$ 20,773.50

Purchase Order Number: _____

Subtotal \$ 29,862.00

Install \$ 11,685.00

Tax \$ -

Total \$41,547.00

Order Approved By (signature): _____

Date: _____

Quote is valid for 30 days on all equipment and install. Quote is valid for 10 days on all freight. Quote excludes site preparation. The customer is responsible for locating all underground phone & utility lines 72 hours prior to the installation date by calling Dig Test at (800) 245-4545. By initialing, customer acknowledges that any damage done as a result of not locating these lines will be the customers liability. (Initial) _____

Without installation, customer is responsible for arranging for the off-loading of equipment & check-in. If during installation, large rocks or concrete are found additional costs for removal will occur. Additional expenses must be approved by both parties. All customers are required to pay local and state taxes. If a customer has tax exempt status, Heartland Playgrounds must retain a copy of 501(C)(3) or other proof of tax exempt status.

Paul E. Allen Co., Inc

1901 Concord Drive
972-355-2509, f 972-355-1857
Flower Mound, TX 75022

QUOTATION

DATE	QUOTATION ...
4/1/2014	2175

NAME / ADDRESS
City of Windcrest Sarah Mangham 8601 Midcrown Windcrest, TX 78239

VALIDITY	TERMS	REP	FOB	PROJECT	EST. SHIPPING
30 Days	Net 30	DF	Jobsite	Windbrook Park	5-7 Weeks
ITEM	DESCRIPTION		QTY	COST	TOTAL
57-60PL	Bench by DuMor, 6' Long Recycled Plastic Slats, Cast Ends, Surface Mount, Choice of Standard Plastic and Powdercoat Colors, INCLUDES FREIGHT.		3	1,039.00	3,117.00T
70-32PL	Trash Container by DuMor, Recycled Plastic Slats, Poly Lid, 32-Gallon Plastic Liner, Surface Mount, Choice of Standard Plastic Colors, Black Base, INCLUDES FREIGHT.		1	1,146.00	1,146.00T
77-60PL	Picnic Table by DuMor, 2-3/8" OD Frame, 6' Long Recycled Plastic Slats, Surface Mount, Choice of Standard Plastic and Powdercoat Colors, INCLUDES FREIGHT.		2	1,162.00	2,324.00T
77-68-1PL	Accessible Picnic Table by DuMor, 2-3/8" OD Steel Frames, 8' Long Top, 6' Long Seats, Recycled Plastic Slats, Surface Mount, Choice of Standard Plastic and Powdercoat Colors, INCLUDES FREIGHT.		1	1,326.00	1,326.00T
	NO SALES TAX: FOR EXEMPT AGENCY			0.00	0.00
THANK YOU. PLEASE CALL WITH ANY QUESTIONS. Debra Finch				TOTAL \$7,913.00	



RESOLUTION NUMBER 2014-493(R)

A RESOLUTION APPROVING THE PURCHASE OF TABLES, BENCHES, DOG STATIONS, SWINGS, SPRING RIDERS, ROPE CLIMBERS AND OTHER PLAYGROUND EQUIPMENT FOR THE WINNBROOK ESTATES PARK FROM HEARTLAND PARK & RECREATION, LLC AND OTHER VENDORS AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE CONTRACTS FOR SUCH PURCHASES

WHEREAS, it would enhance the health, safety and welfare of the citizens of the City of Windcrest for the City to purchase tables, benches, dog stations, swings, spring riders, rope climbers and other playground equipment for the Winnbrook Estates Park from Heartland Park & Recreation, LLC and other vendors.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Windcrest, Texas, that:

1. The purchase of tables, benches, dog stations, swings, spring riders, rope climbers and other playground equipment for the Winnbrook Estates Park from Heartland Park & Recreation, LLC and other vendors in an amount not to exceed \$49,900.00 is hereby approved.

2. The City Manager is authorized to negotiate and execute contracts for such purchases on behalf of the city.

DULY PASSED AND APPROVED, on the ____ day of _____, 2014 at a regular meeting of the City Council of the City of Windcrest, Texas, which meeting was held in compliance with the Open Meetings Act, Tex. Gov't. Code, §551.001, et. seq. at which meeting a quorum was present and voting.

Alan Baxter, Mayor

ATTEST:

Kelly Rodriguez, City Secretary

APPROVED AS TO FORM:

Michael S. Brennan, City Attorney