



**AGENDA
CITY OF WINDCREST, TEXAS**

SPECIAL CITY COUNCIL MEETING

April 01, 2013

**Executive Session
5:00 P.M.**

**Special City Council Meeting
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 01st DAY OF APRIL 2013 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 01, 2013 AND TO RECONVENE THE MEETING ON THE FOLLOWING DAY, APRIL 02, 2013 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 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. Executive Session (Part 3) (5:00 P.M.)

1. City Council will convene into a closed session as authorized by Section 551.074(a)(1) of the Texas Government Code, as amended, to deliberate the employment, evaluation and duties of the following city officers...
 - City Manager / Investment Manager / Court Administrator / Treasurer –Rafael Castillo, Jr.
 - Municipal Finance Officer / Human Resources / IT c/o – Sarah Mangham
 - City Secretary / Asst. Court Administrator – Kelly Rodriguez
 - Police Chief – Al Ballew
 - Fire Chief – Dan Reese
 - Director of Public Works – Tom Garcia
 - Public Affairs/ PR / Marketing – Katy Brought
 - Government Relations / Business Development – Robert Colunga

III. Open Session/Discuss and Act (Part 3)

1. City Council will discuss and may take action to deliberate the employment, evaluation and duties of the following city officers...
 - City Manager / Investment Manager / Court Administrator / Treasurer – Rafael Castillo, Jr.
 - Municipal Finance Officer / Human Resources / IT c/o – Sarah Mangham
 - City Secretary / Asst. Court Administrator – Kelly Rodriguez

- Police Chief – Al Ballew
- Fire Chief – Dan Reese
- Director of Public Works – Tom Garcia
- Public Affairs/ PR / Marketing – Kayte Brought
- Government Relations / Business Development – Robert Colunga

IV. Special City Council Meeting (6:00 P.M.)

V. 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.

VI. 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. 2013-691(O), an ordinance amending Ordinance 2012-676 which established a schedule of fees for various permits and services, by amending certain fees for Civic Center Uses and by eliminating fees for Notary Services. **First Reading** (REF: 09.18.12 SCCM http://windcresttx.granicus.com/MediaPlayer.php?view_id=8&clip_id=951 00:07:13 / 01.28.13 Joint RCCM & P&R: http://windcresttx.granicus.com/MediaPlayer.php?view_id=8&clip_id=1019 02:14:24 & 02.13.13 P&R: http://windcresttx.granicus.com/MediaPlayer.php?view_id=8&clip_id=1025 00:59:11) (Att. 1)

VII. Resolutions

1. City Council will review, discuss and may take action on Resolution No. 2013-431(R), a resolution accepting the bid of Cantu Contracting, Inc. for the performance of landscaping improvements at City of Windcrest Civic Center & Midcrown Entrance (IFB 12-13-005) and authorizing the City Manager to execute a contract for such work. (Att. 2)
2. City Council will review, discuss and may take action on Resolution No. 2013-432(R), a resolution accepting the bid of Maldonado Nursery and Landscaping for the performance of landscape improvements at City of Windcrest Civic Center and Midcrown

Entrance (IFB 12-13-005) and authorizing the City Manager to Execute a contract for such work. (Att. 3)

3. City Council will review, discuss and may take action on Resolution No. 2013-433(R), a resolution accepting the bid of Man-Maid for the performance of City Hall Janitorial Services (RFB 12-13-004) for fiscal year 2013/2014 and authorizing the City Manager to execute a contract for such work. (Att. 4)
4. City Council will review, discuss and may take action on Resolution No. 2013-434(R), a resolution accepting the bid of Northwest Cleaning Services for the performance of Civic Center Janitorial Services (RFB 12-13-004) and authorizing the City Manager to execute a contract for such work. (Att. 5)
5. City Council will review, discuss and may take action on Resolution No. 2013-435(R), a resolution of the City Council of the City of Windcrest, Texas, approving the terms and conditions of an interlocal agreement between the City of Windcrest, Texas and the Houston-Galveston Area Council, which sponsors the cooperative purchasing network (HGACBUY). (Att. 6)

VIII. Discuss and Act

1. City Council will review, discuss and may take action on entering an agreement with The Payment Group, LLC and it's division, TRAFFICPAYMENT.COM for online payments to include but not limited to court, sanitation, civic center, and annual pool passes. (Att. 7)
2. City Council will review, discuss and may take action on finalizing The City of Windcrest 4th of July community activities including times, parade, events, marketing/promotions and budgets.
3. City Council will review, discuss and may take action on reactivating the Board of Adjustment and selecting members for such. (http://windcresttx.granicus.com/MediaPlayer.php?view_id=8&clip_id=1040 01:50:40)

XI. 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.

IX. Adjournment

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 01, 2013.

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, 2013.

_____ Title: _____



City Council Agenda Item Report

April 1, 2013

Ordinance No. 2013-691(O)

Contact – Kelly Rodriguez

krodriguez@windcrest-tx.gov

SUBJECT: An ordinance amending Ordinance 2012-676 which established a schedule of fees for various permits and services by amending certain fees for Civic Center Uses and by eliminating fees for Notary Services

1. BACKGROUND/HISTORY

On September 18, 2012 the City of Windcrest City Council adopted Ordinance No. 2012-676 which established a shedule of fees for various permits and services

2. FINDINGS/CURRENT ACTIVITY

- The Parks and Recreation Commission reviewed the Non Resident Civic Center agreement and made a recommendation to council that the rental fees change to a flat rate of \$1500 for a four hour use. This will include FULL use of the facility as well as AV equipment, kitchen, and will have an attendant on site.
- After staff attended a training for Notary Publics it was discovered that the employees providing this customer service to non residents should be reporting the \$6.00 charge as income on their taxes. Since this is a service that the city provides and is put into the general fund staff feels it is best practice to eliminate the \$6.00 charge for non residents and make it NO CHARGE for everyone.

3. FINANCIAL IMPACT -

- **Civic Center Fees**

At this time NON RESIDENTS are charged \$420 for 4 hours. The approval of this Ordinance will increase city revenue \$700 per event when rented by a NON RESIDENT. Staff estimates rentals per month for the Civic Center by NON RESIDENTS to be at least 2 times per month giving the estimated increase of \$1400 per month.

- **Notary Fees**

Last year the City of Windcrest collected approximately \$318 from Notary Fees. Approval of this Ordinance will decrease City revenue approximately this much.

4. ACTION OPTIONS/RECOMMENDATION

Staff recommends to approve Ordinance No. 2013-691(O).



ORDINANCE NO. 2013-691(O)

AN ORDINANCE AMENDING ORDINANCE 2012-676 WHICH ESTABLISHED A SCHEDULE OF FEES FOR VARIOUS PERMITS AND SERVICES BY AMENDING CERTAIN FEES FOR CIVIC CENTER USES AND BY ELIMINATING FEES FOR NOTARY SERVICES

WHEREAS, Ordinance No. 2012-676 was adopted on or about September 18, 2012 which ordinance established a schedule of fees for various permits and services; and

WHEREAS, the city continuously reviews its fees to confirm the accuracy and appropriateness of such fees; and

WHEREAS, it is appropriate to increase certain fees for non-resident civic center uses and various other charges; and

WHEREAS, it would be appropriate to eliminate city charges for notary services.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WINDCREST, TEXAS that Ordinance No. 2012-676 is amended so that the City of Windcrest Fee Schedule for Fiscal Year 2012-2013 is amended in the following particulars:

A. The current Non-Resident fees in the fee schedule are repealed and replaced with the following:

“Non-Resident Rate

A \$1,500.00 package rate (which shall be paid in advance) to include a \$300.00 deposit, 4 hours of facility use, kitchen use, audio system use (which consists of a 6 CD changer, 2 microphones and a projection screen), facility cleaning after the event and a city representative on site during the event. In addition to the foregoing, the prepayment shall also include payment for any additional hours of use at \$250.00 per hour.”

B. The security charge per hour shall be increased from \$25.00 per hour to \$35.00 per hour.

C. The current notary fees are repealed.

Any other ordinances or resolutions that establish fees in conflict with the above are hereby modified to be consistent with the fees established above.

This ordinance shall become effective upon its final adoption.

PASSED and APPROVED this __ day of April, 2013.

Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

WINDCREST CIVIC CENTER

Private Event rental Agreement

9310 Jim Seal Drive

Windcrest, Tx 78239

Civic Center Manager 210-655-0022/Civic Center Tech 210-382-6777

Thank You for considering the Windcrest Civic Center for your private event. We are committed to providing a premiere facility where a variety of functions can be held with great success. This beautiful facility has 6657 square feet of space that can be broken into two rooms for a variety of different functions. **Functions are limited to and may not exceed 196 people.** The Windcrest Civic Center is equipped with 24 - 60 inch-round tables, 10 six foot rectangular folding tables, 250 folding chairs, 9 Bistro tables with 2 chairs per table, a full service kitchen, an attached 1400 square foot covered pavilion, a state of the art sound system,(please see table of additional rental charges). You may call to set up a viewing of the facility Monday thru Friday 9:00 am to 3:00 pm. Planning any event is a daunting task if you are in need of further assistance please do not hesitate to contact Kelly Rodriguez, Civic Center Manager or Marlene Guel at 210-655-0022.

BOOKING

Any group booking an event must submit a building deposit for damage as well as a signed agreement for reservation of the facility for the selected date and time. All functions are considered tentative until such time as a building deposit and a signed agreement are secured by the City of Windcrest. Building deposit is ½ of the total rental amount.

INT _____

Non-Resident Rate

\$ 1500.00 package rate (300.00 of that being the deposit) includes 4hrs of the facility (250.00 per additional hr.) as well as use of the kitchen, **a City Representative on site during the event**, Audio system which consists of A 6 cd changer, 2 microphones, A projection screen, Cleaning the facility after the event.

INT _____

Cancellation

Any function that cancels will forfeit the deposit.

INT _____

Scheduling

All functions must end at 10pm Sunday thru Thursday and 12am(midnight) on Friday and Saturday all guests must leave at that time. If the function fails to end at the predetermined time the additional time will be deducted from the deposit. Clean up of the facility must be completed as soon as the function ends. There will be no extension of time unless approved prior to the beginning of the function by the Civic Center Manager. In the event the Lessee is running late, we ask that you please contact the City Representative at 210-382-6777.

INT _____

CLEANING REQUIREMENTS

1. Remove all items from the refrigerator.
2. Remove all decorations and personal items both inside and outside the building.
3. Place all garbage in the container provided by the city and located inside the kitchen.
4. The lessee will be responsible for removing any personal property from the Civic Center as soon as the function ends.

INT _____

REFUNDS

No refunds will be made for the use of the building for unused time. Refunds of deposits or any portion of the deposit will be mailed 30 days after the function.

INT _____

AGREEMENT OF RENTAL

Name: _____

Address: _____ City _____ State _____ Zip _____

Phone: _____ 2nd Phone _____ Email _____

Type of function: _____ Number of Guests _____

Date of Use: _____ Day of the Week _____ Hours of Event _____

Time to Open _____ Time to Lock up _____

I have read and understand all parts of this rental agreement. I agree to be the party responsible for the Windcrest Civic Center and pay all fines and fees associated with the use of the facility. I understand that my building deposit will be refunded to me upon completion of a favorable post-event walk through. I understand that I will receive my refund if the form of a check which will be mailed to the address above within 30 days. I agree to pay the rental sum of _____ By _____ or cancel my event by said date. The Lessee assumes the entire responsibility and liability for losses, damages, and claims arising out of damage to the Windcrest Civic Center's equipment and property and hold harmless to the Windcrest Civic Center, The City of Windcrest and its agents and employees from any and all such losses, damages and claims. In addition the Lessee assumes all responsibility for any and all personal injuries which may occur to any and all attendees of functions for which this agreement is being signed. I agree with all terms and conditions set forth in this document and will abide by all rules of use and vacating procedures.

Signature _____ Date _____

City Official Signature _____ Date _____

Security Fee \$ 35.00 Per hour.....

Facility Rate Package.....

TOTAL.....

Deposit.....

BALANCE.....

PAYMENT AND DEADLINE

Final payment for the lease of the building and the Police Officer must be received 30 days prior the function. If payment is not received thirty (30) days prior to the function, the function will be cancelled.

INT _____

Set up

A maximum of two (2) hours total will be allowed for set up before the function at no charge.

INT _____

SECURITY

For any function choosing to serve alcohol, the City of Windcrest requires a Windcrest Police Officer to be present from the beginning of the function through to clean up. The fee for one officer is \$ 35.00 per hour. **This fee must be paid 30 days prior to the function.** If alcohol is being served/consumed during the event to include opening of the facility for set up through clean up and a Windcrest Officer is not present at the fault of the Lessee, the full deposited will be forfeited.

YES _____ NO _____ INT _____

RULES OF USE

1. No tape, nails, staples or penetrating fasteners are to be used on walls, ceilings, or floors inside or outside of the building.
2. Confetti, ticker tape (shredded paper) is prohibited.
3. Throwing of rice is prohibited; birdseed is recommended as a substitute.
4. Any function consisting of predominantly individuals under the age of twenty one (21) must have one chaperone per twenty-five (25) minor guests.
5. No music, speakers or noise makers of any kind shall be used outside of the Windcrest Civic Center, and must be kept at a level and **doors must remain closed** so as not to disturb the surrounding area.
6. If beer is being served from a keg, the **keg must remain in the kitchen.**
7. No stackable chairs may be used in any area outside of the Civic Center.

The rules set forth for use of the Windcrest Civic Center are in place to insure that the facility remains in the best condition possible. Any attempt by anyone to circumvent the rules set forth could result in forfeiture of a portion or the entire deposit. Should infractions be deemed severe all of the deposit may be retained by the City of Windcrest. In addition subsequent rentals of the facility shall be at the sole direction of the City of Windcrest and may require the presence of a Windcrest Police Officer. INT _____

DAMAGE

Lessee will be responsible for any and all damage occurring after the City of Windcrest has released responsibility of the Windcrest Civic Center to the Lessee.

1. A city official and the Lessee will complete a pre-event and a post-event walk through.
2. The post-event walk through is designed to make a final assessment of the condition of the facility as well as to sign off on a final disposition of the damage.

The Civic Center Technician will inspect the building prior responsibility back to the City. Should Lessee not be available for the final walk through the final assessment of the condition of the Civic Center will be at the sole opinion of the City official assigned to complete said walk through. Should it be found that damage to the Civic Center has occurred as a direct result of events transpiring at said function the entire deposit will be forfeited and additional fees assessed should replacement or refurbishment be required. INT _____



WINDCREST TEXAS

City Council Agenda Item Report

September 17, 2012

September 18, 2012

Contact – Sarah Mangham

smangham@windcrest-tx.gov

Ordinance #: 2012-676

SUBJECT: DELIBERATION AND POSSIBLE ACTION ON AN ORDINANCE SETTING FEES FOR VARIOUS CITY SERVICES AND CONSOLIDATING THOSE FEES FOR CONVENIENCE; AMENDING VARIOUS CITY ORDINANCES; AND CONTAINING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

1. BACKGROUND/HISTORY

EVERY YEAR THE COUNCIL COMPLETES A BUDGET FOR THE NEXT FISCAL YEAR TO PLAN AND BUDGET FOR THE FOLLOWING YEAR'S EXPENDITURES. AS PART OF THAT PROCESS THE CITY COUNCIL MUST ALSO ADOPT THE ANNUAL FEES.

2. FINDINGS/CURRENT ACTIVITY

The fee schedule was reviewed by Council on September 10th.

3. FINANCIAL IMPACT -

Fiscal Year 2012/13 Budget is a balanced budget.

4. ACTION OPTIONS/RECOMMENDATION

Staff recommends to take action on the Ordinance to adopt the Fiscal Year 2012/13 Fee Schedule.

ORDINANCE NO. 2012-676

AN ORDINANCE SETTING FEES FOR VARIOUS CITY SERVICES AND CONSOLIDATING THOSE FEES FOR CONVENIENCE; AMENDING VARIOUS CITY ORDINANCES; AND CONTAINING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, the City of Windcrest has adopted numerous ordinances that provide for various fees and charges that are subject to change from time to time; and

WHEREAS, the City has determined that it would be convenient to consolidate those fees in one ordinance that can be reviewed and amended as needed from time to time; and

WHEREAS, the City has adopted a budget for the upcoming fiscal year that incorporates the fees and charges specified herein; and

WHEREAS, the City has determined that the fees and charges specified herein are reasonable, necessary, fair and designed to fund the various activities to which they pertain; and

WHEREAS, the City has conducted a public hearing at which the fees imposed herein were made known to the public and the governing body; and

WHEREAS, the City has determined that the fees set forth herein will promote the health, safety, and welfare of the citizens of Windcrest; and

WHEREAS, this ordinance was adopted at a meeting of the Windcrest City Council held in strict compliance with the Texas Open Meetings Act at which a quorum of the City Council was present and voting;

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

SECTION 1. Rates Imposed.

The City hereby adopts the Fee Schedule attached as Exhibit "A" hereto and imposes the fees set forth therein upon the services, activities, events, materials, and supplies that are described therein. These rates shall be collected by the City in accordance with the various City ordinances that more particularly describe each of the fees.

SECTION 2. Ordinances Amended.

Each City ordinance that originally provided a fee, charge, or fine that is mentioned on Exhibit "A" is hereby amended as shown on Exhibit "A."

SECTION 3. Severability.

Should any portion or part of this ordinance be held for any reason invalid or unenforceable by a court of competent jurisdiction, the same shall not be construed to affect any other valid portion hereof, but all valid portions hereof shall remain in full force and effect.

SECTION 4. Effective Date.

This Ordinance shall be effective upon its passage.

PASSED AND APPROVED THE 18th day of September, 2012.

CITY OF WINDCREST, TEXAS

By: _____
Alan Baxter, Mayor

ATTEST:

Kelly Rodriguez, Assistant City Secretary

Fee Schedule

Fiscal Year 2012-13

Building and Building Code

Residential Remodels

Foundation	\$5.00
Driveways	\$5.00
Sidewalks	\$5.00
Re-roofs	\$5.00
Fences	\$5.00
Assessory Buildings	\$5.00
Other remodel not listed below	\$5.00

Building Permit Fees

\$500 or less of total value of construction	\$24
\$501 to \$2,000 of total value of construction	\$23.50 + \$3.05 for each hundred or fraction thereof over \$500.00
\$2,001 to \$25,000 of total value of construction	\$69.25 + \$14.00 for each thousand or fraction thereof over \$2,000.00
\$25,001 to \$50,000 of total value of construction	\$391.75 + \$10.10 for each thousand or fraction thereof over \$25,000.00
\$50,001 to \$100,000 of total value of construction	\$643.75 + \$7.00 for each thousand or fraction thereof over \$50,000.00
\$100,001 to \$500,000 of total value of construction	\$993.75 + \$5.60 for each thousand or fraction thereof over \$100,000.00
\$500,001 to \$1,000,000 of total value of construction	\$3,233.75 + \$4.75 for each thousand or fraction thereof over \$500,000.00
\$1,000,000 and higher of total value of construction	\$5,608.75 + \$3.65 for each thousand or fraction thereof over \$1,000,000.00
Re-Roof	\$50
Curb cuts	\$50
Certificate of Occupancy (Non-Refundable)	\$100
Variance Request	\$150
Moving Permit	\$100

Demolition Permit \$50.00 for the first 1,000 square fee + \$0.50 per square foot over 1,000 square feet
 Fee shall be equal to 1/2 of the building permit fee. Such plan checking fee is in addition to the permit fee.

Plan Checking Fee Where work for which a permit is required started or proceeds prior to obtaining said permit, the fees herein specified shall be doubled, but the payment of such double fee shall not relieve any person from fully complying with the requirements of the code in the execution of the work nor from any other penalties prescribed herein. A fee of \$100.00 shall be assessed for any proceeding with any work without having an

Non-Compliance Fee approved inspection at the required stage of construction.
 Re-Inspection Fee (for failed inspections) \$75.00 per failed inspection
 Failure to correct Code Violations \$100.00

Plumbing Permits

Plumbing Permits Base Fee	\$30.00 Plus
Water Softener	\$5.00
House Sewer	\$5.00
Water Heater	\$15.00
Gas Test	\$5.00 for one to four outlets + \$1.00 for each additional outlet.
Fuel tanks	\$25.00 for -0- to 1,000 gallons and \$35.00 for 1,001 and over gallons
Fixture or Trap Repair	\$5.00
New fixtures	\$10.00 each fixture
Water line	\$5.00
Grease Trap	\$30
Shower Pan	\$30
Vacuum Breakers	\$5.00 for up to five, \$2.00 each additional breaker over five
	\$1.00 per head \$5.00 for one to four outlets, inclusive, and \$1.00 for each additional
Irrigation/Sprinklers/Fire Sy unit.	
Water Piping	\$5.00
Fire Sprinkler System	\$1.50 per head

HVAC / Mechanical Permit Fee \$30.00 + \$10.00 for the first \$1,000 or fraction thereof, of valuation of the installation plus \$10.00 for each additional \$1,000 or fraction thereof.

Electrical Permit Fee - Base Fee

Swimming Pool	\$30.00 +
Temporary Meter Loop	\$45
First 20 fixtures	\$30
Signs	\$25.00 + \$.06 for each additional (includes receptacle, switch and outlets)
	\$30

Alarm Permits

3 or less False Alarms within perceeding 12 Months	\$0
4 or 5 False Alarms within perceeding 12 Months	\$50
6 or 7 False Alarms within perceeding 12 Months	\$75
8 or more False Alarms within perceeding 12 Months	\$100

City of Windcrest
Fee Schedule
Fiscal Year 2012-13

Attachment A

Garage Sale

Garage Sale Permit	\$10
Estate Sale Permit	\$25

Animal Control

Pet Tag -- Sterilized and Microchipped	Free
Pet Tag -- Sterilized	\$5
Pet Tag -- Not Sterilized	\$10
Duplicate Pet Tag	\$2
1st Time Dog is reclaimed	\$0 Warning and free ride home, 1 dog per address
2nd Time Dog is reclaimed	\$35
3rd Time Dog is reclaimed	\$75
4th Time Dog is reclaimed & subsequent times	\$200
The owner will also pay all boarding fees	
Dog(s) captured not having registered with the City an additional No proof of vaccination cost will be paid by owner	\$10

Other Fees & Citations:

Inadequate care and shelter	Citation
Improper animal transport	Citation
Animal cruelty	Citation
Dog off lease	Citation

Deposits

Rabies Vaccination:	\$50
Sterilization:	
Male Cat	\$75
Female Cat	\$90
Male Dog	\$75
Female Dog	\$90

Notary Fees

Protesting a bill or not for non-acceptance or non-payment, register & seal	\$4.00
Each notice of protest	\$1.00
Protesting in all other cases	\$4.00
Certificate and seal to a protest	\$4.00
Taking the acknowledgment or proof of any deed or other instrument in writing, for registration, including certificate and seal:	
(1) for the first signature	\$6.00
(2) for each additional signature	\$1.00
Administering an oath or affirmation with certificate and seal	\$6.00
All certificates under seal not otherwise provided for	\$6.00
Copies of all records, and papers in the Notary Public's Office, for each page	\$0.50
Taking the depositions of witnesses, for each 100 words	\$0.50
Swearing a witness to a deposition, certificate, seal, and other business connected with taking the deposition	\$6.00
All notarial acts not provide for	\$6.00

Charges for Public Information Request

Standard Paper Copy	\$0.10
Nonstandard Copy	
Diskette	\$1.00
Magnetic Tape	actual cost
Data Cartridge	actual cost
Tape Cartridge	actual cost
Rewritable CD	\$1.00
Non-Rewritable CD	\$1.00
Digital Video Disc	\$1.00
JAZ Drive	actual cost
Other Electronic Media	actual cost
VHS Video Cassette	\$2.50
Audio Cassette	\$1.00
Oversize Paper Copy (e.g. 11x17, greenbar, ect...)	\$0.50

City of Windcrest
Fee Schedule
Fiscal Year 2012-13

Attachment A

Swimming Pool Fees

Daily Fee \$3.00

Resident:

Single \$60.00
Couple \$90.00
Family \$120.00
Swim Lessons 2week 1hour daily session \$40.00

Non-Resident:

Single \$125.00
Couple \$145.00
Family \$170.00
Swim Lessons 2week 1hour daily session \$50.00

Swim Team

1 Participant in Family \$86.00
Each additional member of the Family \$76.00

Pool Parties

3 hours
10-25 guests \$100.00
Additional hours -(per Hour) \$30.00
26-50 guests \$125.00
Additional hours -(per Hour) \$30.00
51-75 guests \$197.50
Additional hours -(per Hour) \$37.50
76-100 guests \$245.00
Additional hours -(per Hour) \$45.00

Camps, daycares, other type organizations

Per Person \$2.00

Civic Center Fees

Windcrest Resident:

Deposit \$100 –Refundable after event
Rental \$50 per hour minimum 4 hour rental
Cleaning \$100.00
Sound System Deposit \$100-Refundable after event
*Security \$25 per hour
Optional Set Up Fee by Civic Center Tech \$25 per hour (this can be deducted from deposit)

Non-Resident:

Deposit \$200-Refundable after event
Rental \$80 per hour minimum 4 hour rental
Cleaning \$100.00
Sound System Deposit \$100-Refundable after event
*Security \$25 per hour
Optional Set Up Fee by Civic Center Tech \$25 per hour (this can be deducted from deposit)

Schools and Churches receive the Windcrest Resident Rate

Civic Clubs

Usage Fee \$25 per meeting
Usage Fee \$50 for banquet/fundraiser event
No Cleaning Fee No Cleaning Fee
*Security \$25 per hour

*Security Fee is only paid when an event will be serving alcohol.

Vehicle Storage Fees

Small (size 8'x15') \$120
Medium (size 10'x20') \$180
Large (size 12'x33') \$240
Large (size 12'x33') with Electricity \$300
X-Large (size 12'x40') \$312
X-Large (size 12'x40') with Electricity \$372
Deposit \$50



City Council Agenda Item Report

April 1, 2013

Contact – Andrew Hunt/ Michael McAlear
ahunt@rkci.com / mmcalear@windcrest-tx.gov

Resolution #: 2013-431(R) and 2013-432(R)

SUBJECT: Deliberation and possible action on resolutions to award contracts for the performance of Landscape Improvements at City of Windcrest Civic Center and Midcrown Entrance to Maldonado Nursery and Landscaping and Cantu Contracting, Inc.

1. BACKGROUND/HISTORY

On February 15, 2013 the City of Windcrest released an IFB for the performance of Landscape Improvements at City of Windcrest Civic Center & Midcrown Entrance. The IFB was advertised for bids on February 16, 2013 and February 23, 2013 in the San Antonio Express. Five firms were present for the Pre-Bid Conference held on February 26, 2013 at the City of Windcrest Civic Center. On March 18th, 2013 three sealed-bids were opened and publicly read aloud in the Council Chambers.

2. FINDINGS/CURRENT ACTIVITY

The bid documentation allowed for bidding on three base services and three alternate services. After City Management applied bid alternate preferences, Maldonado Nursery & Landscaping had the low bid for Civic Center landscape planting (Base Bid A), Civic Center landscape irrigation (Base Bid B), Windcrest logo planting (Alternative Bid 1), Windcrest logo irrigation (Alternative Bid 2), and landscape site lighting (Alternative Bid 3) at \$52,079.09. Cantu Contracting, Inc. had the low bid for Midcrown Entry landscaping (Base Bid C) at \$2,500.00.

3. FINANCIAL IMPACT -

The combined bid amount is a total of \$54,579.09. The high bid for equivalent services was \$230,000.00, representing a savings of \$175,420.91. Civic Center Landscaping will be funded from the Parks and Recreation Capital Improvements line item (01-506-810). Currently, remaining funds in the Parks

and Recreation Capital Improvements line item (01-506-810) amount to \$120,733.00. Pending Council approval and contract performance, \$68,653.91 will remain in the line item. Midcrown Entrance Landscaping will be funded from the Hotel/ Motel Occupancy Tax fund balance.

4. ACTION OPTIONS/RECOMMENDATION

Staff recommends the award of the Landscape Improvements at City of Windcrest Civic Center (IFB 12-13-005) contract (Base Bid A Civic Center Landscape Planting, Base Bid B Civic Center Landscape Irrigation, with Bid Alternate 1 Civic Center Landscape Planting with Windcrest Logo, Bid Alternate 2 Civic Center Landscape Irrigation with Windcrest Logo, and Bid Alternate 3 Landscape Site Lighting) to Maldonado Nursery and Landscaping in the amount of \$52,079.09 and the Landscape Improvements at City of Windcrest Midcrown Entrance (IFB 12-13-005) contract to Cantu Contracting, Inc. in the amount of \$2,500.00.

IFB #12-13-005 LANDSCAPE IMPROVEMENTS AT CITY OF WINDCREST CIVIC CENTER & MIDCROWN ENTRANCE
BID TABULATION
BID OPENING: MARCH 18, 2013 AT 2:00 P.M. CST

RESPONDANTS	BASE BID A	BASE BID B	BASE BID C	ALT. 1	ALT. 2	ALT.3																		
CANTU CONTRACTING, INC	\$ 35,926.25	\$ 19,573.00	\$ 2,500.00	\$ 1,225.00	\$ 900.00	\$ 17,527.47																		
MALDONADO NURSERY AND LANDSCAPING	\$ 14,156.00	\$ 15,269.00	\$ 10,594.00	\$ 4,981.00	\$ (108.91)	\$ 17,782.00																		
ALL PRO GENERAL CONSTRUCTION INC	\$ 127,450.00	\$ 46,410.00	\$ 8,510.00	\$ 4,660.00	\$ 3,820.00	\$ 39,150.00																		
AWARD OPTIONS																								
	A1	B1	A13	B13	A2	B2	A23	B23	C3	AB	AB1	AB2	AB3	AB13	AB12	AB23	AB123	ABC	ABC1	ABC2	ABC3	ABC13	ABC23	ABC123
CANTU CONTRACTING, INC	\$37,151.25	\$20,473.00	\$54,678.72	\$38,000.47	\$53,453.72	\$20,473.00	\$70,981.19	\$38,000.47	\$20,027.47	\$55,499.25	\$92,650.50	\$56,399.25	\$73,026.72	\$110,177.97	\$93,550.50	\$73,926.72	\$75,151.72	\$57,999.25	\$59,224.25	\$58,899.25	\$75,526.72	\$76,751.72	\$76,426.72	\$77,651.72
MALDONADO NURSERY AND LANDSCAPING	\$19,137.00	\$15,160.09	\$36,919.00	\$32,942.09	\$31,938.00	\$15,160.09	\$49,720.00	\$32,942.09	\$28,376.00	\$29,425.00	\$48,562.00	\$29,316.09	\$47,207.00	\$66,344.00	\$48,453.09	\$47,098.09	\$52,079.09	\$40,019.00	\$45,000.00	\$39,910.09	\$57,801.00	\$62,782.00	\$57,692.09	\$62,673.09
ALL PRO GENERAL CONSTRUCTION INC	\$132,110.00	\$50,230.00	\$171,260.00	\$89,380.00	\$166,600.00	\$50,230.00	\$205,750.00	\$89,380.00	\$47,660.00	\$173,860.00	\$305,970.00	\$177,680.00	\$213,010.00	\$345,120.00	\$309,790.00	\$216,830.00	\$221,490.00	\$182,370.00	\$187,030.00	\$186,190.00	\$221,520.00	\$226,180.00	\$225,340.00	\$230,000.00

BID TAB KEY	
BASE BID A	CIVIC CENTER LANDSCAPE PLANTING
BASE BID B	CIVIC CENTER LANDSCAPE IRRIGATION
BASE BID C	MIDCROWN ENTRY
ALT. 1	CIVIC CENTER LANDSCAPE PLANTING WITH WINDCREST LOGO
ALT. 2	CIVIC CENTER LANDSCAPE IRRIGATION WITH WINDCREST LOGO
ALT.3	LANDSCAPE SITE LIGHTING



RESOLUTION NO. 2013-431(R)

A RESOLUTION ACCEPTING THE BID OF CANTU CONTRACTING, INC. FOR THE PERFORMANCE OF LANDSCAPE IMPROVEMENTS AT CITY OF WINDCREST CIVIC CENTER & MIDCROWN ENTRANCE (IFB 12-13-005) AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT FOR SUCH WORK.

WHEREAS, on February 15, 2013 the City of Windcrest released a Request for Bids for the performance of Landscape Improvements at City of Windcrest Civic Center & Midcrown Entrance, and advertised notices for such bids on February 16, 2013 and February 23, 2013 in the City of Windcrest's Newspaper of Record; and

WHEREAS, on March 18th, 2013 in the City Council Chambers three sealed bids from prospective contractors were opened, publicly read aloud, and reviewed. Cantu Contracting, Inc. was the low bidder for Base Bid C Midcrown Entry at Two Thousand and Five-Hundred Dollars and Zero Cents (\$2,500.00).

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WINDCREST, TEXAS, that the City Council of the City of Windcrest hereby accepts the bid of Cantu Contracting, Inc. in the amount of Two Thousand and Five-Hundred Dollars and Zero Cents (\$2,500.00) for the performance of Landscape Improvements at City of Windcrest Civic Center & Midcrown Entrance (IFB 12-13-005) Base Bid C Midcrown Entry. The City Manager is instructed to provide notice of award to the contractor and negotiate and execute a contract for such work.

PASSED AND APPROVED ON THIS THE ____ DAY OF APRIL, 2013.

Alan E. Baxter, Mayor

ATTEST

Kelly Rodriguez, City Secretary

APPROVED AS TO FORM

Michael Brennan, City Attorney



RESOLUTION NO. 2013-432(R)

A RESOLUTION ACCEPTING THE BID OF MALDONADO NURSERY AND LANDSCAPING FOR THE PERFORMANCE OF LANDSCAPE IMPROVEMENTS AT CITY OF WINDCREST CIVIC CENTER & MIDCROWN ENTRANCE (IFB 12-13-005) AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT FOR SUCH WORK.

WHEREAS, on February 15, 2013 the City of Windcrest released a Request for Bids for the performance of Landscape Improvements at City of Windcrest Civic Center & Midcrown Entrance, and advertised notices for such bids on February 16, 2013 and February 23, 2013 in the City of Windcrest's Newspaper of Record; and

WHEREAS, on March 18th, 2013 in the City Council Chambers three sealed bids from prospective contractors were opened, publicly read aloud, and reviewed. Maldonado Nursery and Landscaping was the low bidder for Base Bid A Civic Center Landscape Planting, Base Bid B Civic Center Landscape Irrigation, with Bid Alternate 1 Civic Center Landscape Planting with Windcrest Logo, Bid Alternate 2 Civic Center Landscape Irrigation with Windcrest Logo, and Bid Alternate 3 Landscape Site Lighting at Fifty-Two Thousand, Seventy-Nine Dollars and Nine Cents (\$52,079.09).

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WINDCREST, TEXAS, that the City Council of the City of Windcrest hereby accepts the bid of Maldonado Nursery and Landscaping in the amount of Fifty-Two Thousand, Seventy-Nine Dollars and Nine Cents (\$52,079.09) for the performance of Landscape Improvements at City of Windcrest Civic Center & Midcrown Entrance (IFB 12-13-005) Base Bid A Civic Center Landscape Planting, Base Bid B Civic Center Landscape Irrigation, with Bid Alternate 1 Civic Center Landscape Planting with Windcrest Logo, Bid Alternate 2 Civic Center Landscape Irrigation with Windcrest Logo, and Bid Alternate 3 Landscape Site Lighting. The City Manager is instructed to provide notice of award to the contractor and negotiate and execute a contract for such work.

PASSED AND APPROVED ON THIS THE ____ DAY OF APRIL, 2013.

Alan E. Baxter, Mayor

ATTEST

Kelly Rodriguez, City Secretary

APPROVED AS TO FORM

Michael Brennan, City Attorney



City Council Agenda Item Report

April 1, 2013

Contact – Tom Garcia/ Michael McAlear
tgarcia@windcrest-tx.gov / mmcalear@windcrest-tx.gov

Resolution #: 2013-433(R) and 2013-434(R)

SUBJECT: Deliberation and possible action on resolutions to award contracts for the performance of Janitorial Services at City of Windcrest City Hall and Civic Center to Northwest Cleaning Services and Man-Maid.

1. BACKGROUND/HISTORY

On February January 29, 2013 the City of Windcrest released an Invitation for Bids for the performance of Janitorial Services at the City of Windcrest City Hall and Civic Center (RFB 12-13-004). The contract was advertised for bids on January 29, 2013 and February 5, 2013 in the San Antonio Express. A Pre-Bid Conference was held on February 8, 2013 at the City of Windcrest City Council Chambers, at which 22 firms were in attendance. On February 19th, 2013 eight sealed-bids were opened and publicly read aloud in the Council Chambers. The bid documentation allowed for bidding on three base contracts, three corresponding services, and an alternate service. The base contracts are as follows Civic Center Janitorial Services for the remainder of FY 2013, Civic Center Janitorial Services for FY 2014 and City Hall Janitorial Services for FY 2014. The corresponding services were initial make-ready cleans for each contract. The alternative service is a Civic Center Periodic Clean for special events.

2. FINDINGS/CURRENT ACTIVITY

Man-Maid, which is currently contracted with the City for City Hall Janitorial Services was the low bidder for City Hall Janitorial Services at \$12,000.00 for the entirety of FY 2014. Northwest Cleaning Services was the second lowest bidder for the performance of Civic Center Janitorial Services for the remainder of FY 2013 at \$3,445.00 with an option to renew for the entirety of FY 2014 for \$6,408.00. In combination with an initial clean bid of \$667.50 and a Civic Center periodic clean bid of \$60.00, Northwest Janitorial Services was determined to have placed the bid which represents the best-value for the city

and the estimated low bid for Civic Center Janitorial Services. Public entity references were checked for Northwest Janitorial Services and each respondent provided a positive feedback.

3. FINANCIAL IMPACT -

The combined base bids amount to a total expenditure of \$21,853.00. The highest bid total for the performance of equivalent services was \$63,125.00, representing a savings of \$41,272.00. Civic Center janitorial services and periodic cleans will be funded from the Civic Center facilities maintenance line item (01-511-630). The Civic Center facilities maintenance line item (01-511-630) is currently budgeted at \$25,000 with remaining funds of \$12,693.00. Pending approval of this resolution, an estimated 36 periodic cleans in addition to the base bid for Civic Center janitorial services for the remainder of FY 2013 amounts to \$5,605.00, which will leave \$7,088.00 remaining in the line item. The current contract for Civic Center janitorial services, assuming equivalent services, amounts to \$9,600.00. This represents an estimated \$3,995.00 in savings. The bid amount for FY2014 of \$6,408.00 with an estimated 45 periodic cleans (\$2,700.00) amounts to \$9,108.00. The current contract amounts to \$16,500.00 for equivalent services, representing an estimated \$7,392.00 in savings if the Northwest Cleaning Services bid is accepted. City Hall janitorial services will be funded from the Facility Division janitorial services line item (01-510-170). The current budgeted amount for City Hall Janitorial Services is \$20,000.00. If accepted, the Man-Maid bid of \$12,000.00 will represent an estimated \$8,000.00 in savings from the current fiscal year. This also marks a \$4,100.27 decrease in actual expenditures from FY 2012. If accepted, the proposed bids will account for an estimated \$15,392.00 in savings from current expenditures.

4. ACTION OPTIONS/RECOMMENDATION

Staff recommends the award of the Civic Center Janitorial Services (IFB 12-13-004) contract for the remainder of FY 2013 with an option to renew for FY 2014 and as-needed periodic and initial cleans to Northwest Cleaning Services in the amount of \$3,445.00 for FY 2013, \$6,406.00 for FY 2014, \$60.00 per as-needed Civic Center cleans, and \$667.50 for as-needed initial cleans. Staff recommends the award of the FY 2014 City Hall Janitorial Services contract (IFB 12-13-006) to Man-Maid in the amount of \$12,000.00 to take the form of an amendment to the current contract.

RFB #12-13-004 JANITORIAL SERVICES

BID TABULATION

BID OPENING: FEBRUARY 19, 2013 AT 11:00 am CST

	FULL CONTRACT PERFORMANCE										
	Initial Clean A	Initial Clean B	Initial Clean C	CC Periodic Clean	A	B	C	AB	AC	BC	ABC
Man-Maid	\$0.00	\$0.00	\$0.00	\$45.00	\$6,300.00	\$11,700.00	\$12,000.00	\$18,000.00	\$18,300.00	\$23,700.00	\$30,000.00
Northwest Cleaning Services	\$667.50	\$0.00	\$1,460.00	\$60.00	\$3,445.00	\$6,408.00	\$14,016.00	\$9,853.00	\$17,461.00	\$20,424.00	\$23,869.00
Satellite Janitorial Co. Inc.	\$425.80	\$425.80	\$1,080.65	\$225.00	\$6,972.72	\$13,945.44	\$24,148.80	\$20,918.16	\$31,121.52	\$38,094.24	\$45,066.96
Villeda Bulding Service	\$1,300.00	\$1,300.00	\$1,300.00	NR	\$10,725.00	\$19,800.00	\$19,800.00	\$30,525.00	\$30,525.00	\$39,600.00	\$50,325.00
Maldonado	\$9,750.00	\$19,000.00	\$32,600.00	\$250.00	\$9,750.00	\$19,000.00	\$32,600.00	\$28,750.00	\$42,350.00	\$51,600.00	\$61,350.00
Unified Service Associates	\$0.00	\$0.00	\$0.00	\$99.00	\$3,067.20	\$5,616.00	\$16,848.00	\$8,683.20	\$19,915.20	\$22,414.00	\$25,531.20
Advanced Janitorial	\$1,600.00	\$1,200.00	\$2,100.00	\$100.00	\$6,500.00	\$12,000.00	\$18,720.00	\$18,500.00	\$25,220.00	\$30,720.00	\$37,220.00
ISS Facility Services	\$1,681.00	\$1,681.00	\$1,681.00	\$1,681.00	\$5,590.00	\$10,320.00	\$13,752.00	NR	NR	NR	NR

FULL CONTRACT PERFORMANCE KEY

A	CIVIC CENTER	3/15/2013-9/30/2013
B	CIVIC CENTER	10/1/2013-9/30/2014
C	CITY HALL	10/1/2013-9/30/2014

NR= NOT RESPONSIVE



RESOLUTION NO. 2013-433(R)

A RESOLUTION ACCEPTING THE BID OF MAN-MAID FOR THE PERFORMANCE OF CITY HALL JANITORIAL SERVICES (RFB 12-13-004) FOR FISCAL YEAR 2014 AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT FOR SUCH WORK.

WHEREAS, on January 29, 2013 the City of Windcrest released a Request for Bids for the performance of Janitorial Services, and advertised notices for such bids on January 29, 2013 and February 5, 2013 in the City of Windcrest's Newspaper of Record; and

WHEREAS, on February 19th, 2013 in the City Council Chambers eight sealed bids from prospective contractors were opened, publicly read aloud, and reviewed. Man-Maid was the low bidder for City Hall Janitorial Services at Twelve Thousand Dollars and Zero Cents (\$12,000.00) for Fiscal Year 2014; and

WHEREAS, on July 17th, 2012 the City Council of the City of Windcrest passed Resolution 2012-381 (R), a resolution engaging Man-Maid for janitorial services for Fiscal Year 2013 and authorizing the City Manager to negotiate and execute a contract for such services; and

WHEREAS, the City Manager subsequently executed said contract; and

WHEREAS, Section 6.06 of the Windcrest City Charter prohibits the encumbrance of municipal funds until sufficient funds are available to meet an obligation, so that this contract is subject to adoption of the 2014 Fiscal Year budget to fund payment of the Man-Maid contract.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WINDCREST, TEXAS, that the City Council of the City of Windcrest hereby accepts the bid of Man-Maid in the amount Twelve Thousand Dollars and Zero Cents (\$12,000.00) for Fiscal Year 2014 for the performance of City Hall Janitorial Services. The City Manager is instructed to provide notice of award, amend, and execute the existing contract with Man-Maid for janitorial services, pending City Council approval of the City of Windcrest Fiscal Year 2014 Annual Budget.

PASSED AND APPROVED ON THIS THE ____ DAY OF APRIL, 2013.

Alan E. Baxter, Mayor

ATTEST

Kelly Rodriguez, City Secretary

APPROVED AS TO FORM

Michael Brennan, City Attorney



RESOLUTION NO. 2013-434(R)

A RESOLUTION ACCEPTING THE BID OF NORTHWEST CLEANING SERVICES FOR THE PERFORMANCE OF CIVIC CENTER JANITORIAL SERVICES (RFB 12-13-004) AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT FOR SUCH WORK.

WHEREAS, on January 29, 2013 the City of Windcrest released a Request for Bids for the performance of Janitorial Services, and advertised notices for such bids on January 29, 2013 and February 5, 2013 in the City of Windcrest's Newspaper of Record; and

WHEREAS, on February 19th, 2013 in the City Council Chambers eight sealed bids from prospective contractors were opened, publicly read aloud, and reviewed. Northwest Cleaning Services provided the best-value for Civic Center Janitorial Services at Three Thousand, Four Hundred and Forty-Five Dollars and Zero Cents (\$3,445.00) for the duration of Fiscal Year 2013, Sixty Dollars (\$60.00) per clean for Periodic Civic Center Cleans, Six Hundred and Sixty-Seven Dollars and Fifty Cents (\$667.50) for Civic Center Initial Cleans with an option to renew for Six Thousand, Four Hundred and Eight Dollars and Zero Cents (\$6,408.00) for Fiscal Year 2014.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WINDCREST, TEXAS, that the City Council of the City of Windcrest hereby accepts the bid of Northwest Cleaning Services in the amount Three Thousand, Four Hundred and Forty-Five Dollars and Zero Cents (\$3,445.00) for the duration of Fiscal Year 2013, Sixty Dollars (\$60.00) per clean for Periodic Civic Center Cleans, Six Hundred and Sixty-Seven Dollars and Fifty Cents (\$667.50) for Civic Center Initial Cleans with an option to renew for Six Thousand, Four Hundred and Eight Dollars and Zero Cents (\$6,408.00) for Fiscal Year 2014 for the performance of Civic Center Janitorial Services. The City Manager is instructed to provide notice of award to the contractor and negotiate and execute a contract for such work.

PASSED AND APPROVED ON THIS THE ____ DAY OF APRIL, 2013.

Alan E. Baxter, Mayor

ATTEST

Kelly Rodriguez, City Secretary

APPROVED AS TO FORM

Michael Brennan, City Attorney



City Council Agenda Item Report

April 1, 2013

Contact – Sarah Mangham/ Michael McAlear
smangham@windcrest-tx.gov / mmcalear@windcrest-tx.gov

Resolution #: 2013-435(R)

SUBJECT: Deliberation and possible action on a resolution to approve the terms and provisions of an interlocal agreement between the City of Windcrest and the Houston-Galveston Area Council for Cooperative Membership in the HGACBuy Cooperative Purchasing Network.

1. BACKGROUND/HISTORY

The City of Windcrest Purchasing Policy reads as follows:

“It is the policy of the City to facilitate joint purchasing arrangements on an inter-governmental basis. The Municipal Finance Officer will work with other governmental entities to take advantage of the benefits of joint purchasing arrangements. In addition, the Municipal Finance Officer will utilize various cooperative programs available to the City.”

2. FINDINGS/CURRENT ACTIVITY

On 3/16/2013 Police Chief Al Ballew requested membership in the Purchasing Cooperative for the purpose of receiving competitive pricing on Mobile Radar equipment. On 3/20/2013 Municipal Finance Officer Sarah Mangham approved the submission of the HGACBuy contract to the City Council.

3. FINANCIAL IMPACT -

Membership in Interlocal Cooperative Purchasing Networks contribute to fiscal savings by utilizing the resources of Interlocal Cooperative Members to receive competitively bid pricing on goods and services.

4. ACTION OPTIONS/RECOMMENDATION

Staff recommends approval of the H-GAC terms and provisions.



INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING

ILC
No.: _____
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and * _____, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at * _____

W I T N E S S E T H

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on * _____ (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that **(1)** it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and **(2)** it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began * _____ and ends * _____. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

*

Name of End User (local government, agency, or non-profit corporation)

*

Mailing Address

*

City State ZIP Code

*By: _____
Signature of chief elected or appointed official

*

Typed Name & Title of Signatory Date

Houston-Galveston Area Council

3555 Timmons Lane, Suite 120, Houston, TX 77027

By: _____
Executive Director

Attest: _____
Manager

Date: _____

*Denotes required fields

*Request for Information

To expedite service, please complete the following blanks relevant to your agency's administrative/elective personnel and return the completed form to H-GAC, Cooperative Purchasing Program, P.O.Box 22777, Houston, TX 77227-2777.

Name of End User Agency : _____ County Name : _____
(Municipality / County / District / etc.)

Mailing Address : _____
(Street Address/P.O. Box) (City) (State) (ZIP Code)

Main Telephone Number : _____ FAX Number: _____

Physical Address : _____
(Street Address, if different from mailing address) (City) (State) (ZIP Code)

Web Site Address: _____

Authorized Official: _____ Title: _____
(City manager / Executive Director / etc.) Ph No.: _____ - _____

Mailing Address: _____
(Street Address/P.O. Box) E-Mail Address : _____

(City) (State) (ZIP Code)

Official Contact: _____ Title: _____
(Purchasing Agent/Auditor etc.) Ph No.: _____

Mailing Address: _____ Fx No.: _____
(Street Address/P.O. Box) Email Address : _____

(City) (State) (ZIP Code)

Official Contact: _____ Title: _____
(Public Works Director/Police Chief etc.) Ph No.: _____

Mailing Address: _____ Fx No.: _____
(Street Address/P.O. Box) Email Address : _____

(City) (State) (ZIP Code)

Official Contact: _____ Title: _____
(EMS Director/Fire Chief etc.) Ph No.: _____

Mailing Address: _____ Fx No.: _____
(Street Address/P.O. Box) Email Address : _____

(City) (State) (ZIP Code)



RESOLUTION NO. 2013-435(R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINDCREST, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF WINDCREST, TEXAS AND THE HOUSTON-GALVESTON AREA COUNCIL, WHICH SPONSORS THE COOPERATIVE PURCHASING NETWORK (HGACBUY).

WHEREAS, the Houston-Galveston Area Council (H-GAC) is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, the City Council of the City of Windcrest desires to participate in a local government cooperative purchasing program pursuant to the authority granted by Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act; and

WHEREAS, the City Council of the City of Windcrest has elected to be a Cooperative Member in the Houston-Galveston Area Council Cooperative Purchasing Network (HGACBuy) pursuant to the authority granted under Sections 271.101 to 271.102 of the Local Government Code because participation in this program will be highly beneficial to the taxpayers through the anticipated savings to be realized.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WINDCREST, TEXAS, that the terms and provisions of the attached Interlocal Agreement between H-GAC and the City of Windcrest are found to be acceptable and in the best interest of the City of Windcrest, Texas, and its citizens and it is hereby approved. The City Manager is hereby designated to act for the City of Windcrest in all matters relating to the

Houston-Galveston Area Council Cooperative Purchasing Network, including the designation of specific contracts in which the City of Windcrest desires to participate, and execution of all necessary documents.

PASSED AND APPROVED ON THIS THE ____ DAY OF APRIL, 2013.

Alan E. Baxter, Mayor

ATTEST

Kelly Rodriguez, City Secretary

APPROVED AS TO FORM

Michael Brennan, City Attorney



City Council Agenda Item Report

April 1, 2013

Discuss and Act

#1

Contact – Kelly Rodriguez

krodriguez@windcrest-tx.gov

SUBJECT: City Council will review, discuss and may take action on entering an agreement with The Payment Group, LLC and it's division, TRAFFICPAYMENT.COM for online payments to include but not limited to court, sanitation, civic center, and annual pool passes.

1. BACKGROUND/HISTORY

The City of Windcrest requires defendants of traffic citations and residents to come in person or mail in payments for their traffic citations and garbage bills. Staff has looked into this in the past. Staff found a company that would require a charge to the city but would not negotiate on some of the items in the contract that the City asked to be changed upon request of the City Attorney. TRAFFICPAYMENT.COM had been an option before however ONLY handled traffic citations.

2. FINDINGS/CURRENT ACTIVITY

- Defendants, residents and customers are doing this however asking if we are set up to make payments on line.
- Online payments would be more convenient for residents. The Municipal Court anticipates more warrants and fines being cleared due to the convenience of online payments.

3. FINANCIAL IMPACT -

NO cost to the City. USERS will be charged a convenience fee.

4. ACTION OPTIONS/RECOMMENDATION

Staff recommends to approve the agreement with TRAFFICPAYMENTS.COM for the convenience of the residents and defendants.



TrafficPayment.com Service Agreement

Important – Read Carefully: This is an agreement between The Payment Group, LLC and its division, TRAFFICPAYMENT.COM ("TP"), a Texas limited liability company, and City of Windcrest, Texas ("Client"), for the license of TP online citation payment service, associated software, hardware, media materials, and electronic documentation. Client and TP are collectively referred to in this agreement as the "Parties". The purpose of this agreement is to state the terms and conditions under which TP will provide for Client online citation payment services to individuals who have received citation(s) from Client for traffic or other legal violations ("End User")

Agreement

1. **Services Provided:** TP will provide 24-hour online citation payment services, toll free pay-by-phone services, and ancillary services for Client, including all necessary installation/setup, promotional assistance, credit card processing, payments to client's specified account(s), and access to real time online reporting. Client agrees to retain the service of TP to act as an agent for the limited purpose of receiving and processing debit and credit card payment for traffic and parking citations. Client agrees to promptly clear all citations upon notice by TP that payment for such citations have been received by TP. If a "chargeback" to a credit/debit card occurs, TP will handle the matter and make the proper adjustment on the next Client report, and Client will then reinstate the affected citation(s) as remaining outstanding and unpaid.
2. **Timing of Contract:** TP will furnish the necessary setup and perform all services required to begin processing citation payments online within twenty- four (24) hours, or as soon as is practicable thereafter, of the time this contract and other paperwork are completed and received by TP.
3. **Property of TP:** All computer programs, written procedures, promotional materials, and other supporting items used in the work performed for Client shall be the property of TP, and shall be returned upon termination of this agreement.
4. **Hardware and Software Requirements:** In order to access and view online reports, and communicate with TP, Client needs the following: Access to the Internet and ability to browse to TP administration website, an up-to-date copy of Adobe Reader to view reports, and a telephone line for TP to communicate with Client when a payment is received or for any other common communication.
5. **Information Provided by Client:** Client must provide the following to TP prior to startup:
 - a) Any and all standard contact information;
 - b) Bank routing number, bank account number (if using direct deposit); and
 - c) Bank account type for deposit of all payments (if using direct deposit).
6. **Actions to be Performed by TP:** TP will provide online payment service 24 hours a day, 7 days a week, toll free pay-by-phone service during business hours, and paper check or electronic payment to the Client for all citations paid using TP. TP will provide all necessary technical support to maintain the payment system 24 hours a day, 7 days a week. TP will send or electronically deposit funds and reports to Client on Wednesday of each week for the previous week's (Monday-Sunday) activity to the account or address specified.
7. **Term and Cancellation of Contract:** The term of this agreement shall begin on the date executed by both parties and shall continue in full force and effect from that date. Either party can cancel the agreements upon 30 days written notice without cause.
8. **Reservation:** All rights not expressly granted in this agreement are reserved by TP.
9. **Support Services:** TP will provide Client with support services related to all aspects of TP online citation payment service. The TP web portal, software applications, electronic payments, online reports, and promotional materials are the specific services supported. Client may contact TP support services during business hours Monday through Friday 8:00am to 6:00pm, CST. It is understood that TP will charge End Users a convenience fee for the use of its services, and in no event shall Client ever be responsible for any such fee. The cost to the city shall be \$-0.
10. **Attorney Fees and Costs:** If any action at law or in equity is necessary to enforce or interpret the terms of this agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

Initials: "TP" _____ "Client" _____



12. Miscellaneous Provisions:

- a. *Texas Law to apply:* This provision shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created under this agreement are performable in Bexar County in the State of Texas.
- b. *Parties Bound:* This agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.
- c. *Legal Construction:* In case any one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality or unenforceable shall not affect any other provision of this agreement, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision was not contained in the agreement.
- d. *Sole Agreement:* This agreement constitutes the sole agreement of the parties and supercedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

TRAFFICPAYMENT.COM

CITY OF WINDCREST, TEXAS

Name: Leigh Sides

Name: _____

Title: Director of Sales

Title: _____

Address: 5151 Beltline Rd. Suite 505

Address: _____

Dallas, Texas 75254

Signature: _____

Signature: _____

Date: March 11, 2013

Date: _____

Initials: "TP" JS "Client" _____