

**AGENDA
CITY OF WINDCREST, TEXAS
SPECIAL CITY COUNCIL MEETING**

**February 11, 2010
9:05 A.M.**

NOTICE IS HEREBY GIVEN THAT A SPECIAL CITY COUNCIL MEETING AND PUBLIC HEARING OF THE CITY OF WINDCREST WILL BE HELD AT WINDCREST CITY HALL, 8601 MIDCROWN, WINDCREST, TEXAS ON THE 11TH DAY OF FEBRUARY, 2010 AT 9:00 A.M. DURING THE MEETING THE FOLLOWING SUBJECTS WILL BE CONSIDERED AND THE COUNCIL MAY TAKE ACTION ON ANY OF THE LISTED SUBJECTS.

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.

I. Call to Order

II. Executive Session

The City Council will convene into a closed meeting under the authority of Section 551.071 (2) of the Texas Government Code - CONSULTATION WITH ATTORNEY; CLOSED MEETING to seek its attorneys' advice on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflict with the Texas Open Meeting Act related to the legal interpretation of the City Charter and Charter Amendment process applying Texas and Federal Law.

III. Action Item

1. City Council will conduct a workshop for the purpose of receiving input from staff, attorneys representing the City and Council members for possible inclusion of proposed amendments at a future election called to amend the City Charter.
2. City Council will review a listing of law firms and attorneys who provide representation to the City, Windcrest Economic Development Corporations or other City entities. (Att. 1)
3. City will review, discuss and take action on an Interlocal Agreement by and between City of Windcrest, Texas and Guadalupe County, Texas for County Jail Functions. (Att. 2)

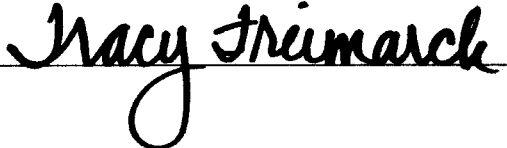
4. City Council review, discuss and may take action on the upcoming solid waste/recycling contract to include considerations of providing notice of termination to current contractor, instruct City Manager, Public Works Director and City Attorney to negotiate an extension of current contract, or except proposals from additional firms.
5. City Council will review discuss and may take action to approve a FY09/10 Budget Adjustment for additional appropriations to Special Legal Fees. (Att. 3)
6. City Council will review, discuss and take action on Ordinance No. 607a, an ordinance amending Ordinance No. 607 adopted on January 25, 2010 by designating additional polling places for early voting. *The City Council will consider a motion to adopt Ordinance No. 607a at its first reading as authorized in Section 3.13 of the City Charter because one reading of the ordinance is sufficient for adequate consideration of the ordinance.* (Att. 4)

IV. Adjournment

Agenda Notice

The City Council reserves the right to retire into executive session concerning any of the items listed on this Agenda, pursuant to and in accordance with Texas Government Code Section 551.071, to seek the advice of its attorney about pending or contemplated litigation, settlement offer or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflict with the Open Meetings Act and may invoke this right where the City Attorney, the Mayor or a majority of the Governing Body deems an executive session is necessary to allow privileged consultation between the City Attorney and the governing body, if considered necessary and legally justified under the Open Meetings Act. The City Attorney may appear in person, or appear in executive session by conference call in accordance with applicable state law.

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 February 11, 2010.

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 Tracy Freimarck, 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 ____ of February, 2010.

Title: _____

Attorneys/ Law Firms

Steve Takas – Municipal Court Judge
John Hrnir – Municipal Court Prosecutor
Darrell Dullnig – Alternate Municipal Court Prosecutor
Johnny Thomas – Alternate Municipal Court Judge

Michael S. Brennan – City Attorney - reviews and drafts or approves all Ordinances, Resolutions, Contracts, Interlocal Agreements and other documentation for the City, provides City Manager, staff, City Council, Boards and Commissions with legal advice and review in accordance with the City Charter, reviews City documents and publications, participates in franchise negotiations and review of franchise agreements, handles City real estate acquisitions and sales and attends most City Council meetings to provide advice and protection for City Council members and Mayor.

Chris Shields – Former WEDC attorney

Denton, Navarro, Rocha and Bernal, P.C. – Lowell Denton, Susan Rocha, George Hyde (current WEDC attorney), Charles Zech, Albert Pena- WEDC Attorneys, TML Attorneys, Charter Attorneys, Open Records Attorneys and Special Projects Attorneys since early 1990s.

Bovey & Bojorquez, L.L.P. – Alan Bojorquez- Drafted Legislation on annexation for Walzem Road Project.

Holland & Holland – Michael Holland-Labor Attorney

Fulbright & Jawarski, L.L.P. – Jim Plummer, Jeff Kuhn, Clay Binford, Erwin Caban, Michael O'Donnell- Special Projects attorneys Rackspace, Walzem Road Revitalization Project for City and WEDC, Bond Attorneys, Tax Note, Refunding Bonds, Street Sales Tax, WCCPD, Hot Tax, Former WEDC Attorneys.

Clemens & Spencer – George Spencer- Settlement Attorney.

Brown & Ortiz, P.C. – Ken Brown-Updating City Master Plan and Zoning Ordinances.

Diaz and Jakob, L.L.C. – Amy Perkins –Litigation Attorney hired by City Attorney to handle 509 Candleglo Unlicensed Assisted living facility.

The attorneys listed above have had or have principal involvement in representing the city and/or the WEDC. Other attorneys associated with the above listed firms may have assisted in representing the city/ WEDC; however, a list of those attorneys does not exist.

AH.1

**INTERLOCAL AGREEMENT
BY AND BETWEEN
CITY OF WINDCREST, TEXAS AND GUADALUPE COUNTY, TEXAS
FOR COUNTY JAIL FUNCTIONS**

THIS INTERLOCAL AGREEMENT is made and entered into this 8 day of Dec, 2009, by and between the **City of Windcrest**, a political subdivision of the State of Texas, hereinafter referred to as **City of Windcrest**, and Guadalupe County, also a political subdivision of the State of Texas, hereinafter referred to as **Contractor**.

WHEREAS, **City of Windcrest** is a duly organized political subdivision of the state of Texas engaged in the administration of county government and related services for the benefit of the citizens of City of Windcrest; and

WHEREAS, **Contractor** is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Guadalupe County; and

WHEREAS, **City of Windcrest** and **Contractor** desire to improve the efficiency and effectiveness of local government by authorizing the intergovernmental contracting authority at the local level for all or part of the functions and services of police protection and detention services; and

WHEREAS, **City of Windcrest** and **Contractor** mutually desire to be subject to the provision of Chapter 791, Texas Government Code, the Interlocal Cooperation Act.

NOW, THEREFORE, **City of Windcrest** and **Contractor**, for the mutual consideration hereinafter stated, agree and understand as follows:

I.

The effective date of the agreement shall be the 8 day of December 2009 and shall continue until terminated pursuant to the terms hereof.

II.

For the purpose and consideration herein stated and contemplated, **Contractor** shall provide the following necessary and appropriate services for **City of Windcrest** to the maximum extent authorized by this agreement, without regard to disability, race, religion, color, age, sex and national origin; to-wit:

A. Accept and provide for the secure custody, care and safekeeping of prisoners in accordance with state and local laws standards, policies, procedures, or court orders applicable to the operations of the **Contractor** Facility.

B. In the event that the **Contractor** Facility shall be at maximum capacity as a result of Guadalupe County or other inmates, **Contractor** reserves the right to require the removal or transfer of **City of Windcrest** prisoners within **120 hours** after notice to **City of**

Windcrest, in order to provide facilities for Guadalupe County prisoners, and **Contractor** agrees to notify **City of Windcrest** as soon as possible when **City of Windcrest** prisoners must be removed from the **Contractor** facility because of capacity limits.

C. Notify **City of Windcrest** or the City Manager of **City of Windcrest** as soon as possible of all emergency medical cases requiring removal of a prisoner and health care services to include transportation and guard services provided outside the **Contractor** facility. All prescription drugs will be paid for by **City of Windcrest**.

D. In no event shall **Contractor** be required to accept **City of Windcrest** prisoners under the terms and conditions of this agreement if such transfer of prisoners will cause **Contractor** Facility to be in violation of the Texas Jail Standards Commission. **Contractor**, in its sole discretion, shall determine whether a **City of Windcrest** prisoner shall be accepted for incarceration by **Contractor**. Nothing contained herein shall be construed to compel **Contractor** to accept any prisoner if it would place **Contractor** in violation of any law or regulation or court order.

E. Nothing contained herein shall be construed to compel Guadalupe County Sheriff acting in his capacity as keeper of the jail, to accept any prisoner for any reason.

III.

City of Windcrest shall designate a suitable officer or peace officer on behalf of the **City of Windcrest City Manager**, to serve as Liaison Officer for **City of Windcrest** with and between **City of Windcrest** and **Contractor**. The City Manager of the **City of Windcrest**, or his designated substitute, shall insure the performance of all duties and obligation of **City of Windcrest** herein stated; and, shall devote sufficient time and attention to the execution of said duties on behalf of **City of Windcrest** in full compliance with the terms and conditions of this agreement; and, shall provide immediate and direct supervision of all of the **City of Windcrest** Police Department's employees, agents, contractors, sub contractors, and/or laborers, if any; in the furtherance of the proposes, terms and conditions of this Agreement of the mutual benefit of **City of Windcrest** and **Contractor**.

IV.

City of Windcrest agrees, to the extent allowed by law and without the creation of a sinking fund, to indemnify and hold harmless **Contractor**, its agents, and employees, from and against all suits, claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of **Contractor's** performance or non-performance of the services and duties herein stated, but only in regard to the transfer of prisoners by **City of Windcrest** and duties herein assigned to **City of Windcrest**, and specifically excluding the actual incarceration of prisoners by **Contractor**. **City of Windcrest** retains full liability for each prisoner until that prisoner has been processed and booked into **Contractor's** Facility.

V.

2a

Contractor agrees to indemnify and hold harmless **City of Windcrest**, its agents, and employees, from and against all suits, claims, damages, losses, and expenses, including reasonable attorney's fee, arising out of Contractor's performance or non-performance of the services and duties herein, stated, but only in regard to the actual holding and incarceration of prisoners by **Contractor** in **Contractor's** facilities and specifically excluding the transfer of prisoners to and from **Contractor**.

VI.

Contractor shall be solely in charge of all control, techniques, sequences, procedures, and means, and the coordination of all work performed under the terms and conditions of this agreement in regard to the holding and incarceration of all properly delivered prisoners, shall insure, dedicate and devote the full time and attention of those employees necessary for the proper execution and completion of the duties and obligations of **Contractor** stated in this agreement, and give all attention necessary for such proper supervision and direction.

VII.

City of Windcrest agrees to and accepts full responsibility for the acts, negligence, and/or omissions of all **City of Windcrest** employees, and agents, the **City of Windcrest** sub-contractor, and/or contract laborers.

VIII.

Contractor agrees to and accepts full responsibility for the acts of negligence and/or omissions of all **Contractor's** employees, and agents.

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IX.

City of Windcrest agrees to and accepts the duty and responsibility for and overseeing all safety orders, precautions, programs, and equipment necessary to the reasonable safety of **City of Windcrest** employees, and agents, **City of Windcrest** sub-contractors, and/or contract laborers.

City of Windcrest further agrees to bring with each prisoner delivered to the **Contractor** Facility all packets, jail cards, classification data and other information in the possession of **City of Windcrest** regarding each prisoner, and has the duty to advise **Contractor** of any known dangerous propensities of each prisoner delivered to **Contractor**.

X.

Contractor agrees to and accepts the duty and responsibility for and overseeing all safety orders, precautions, programs, and equipment necessary to the reasonable safety of **Contractor's** employees, and agents, **Contractor's** subcontractors, and/or contract laborers, and all other persons doing work under a contract or agreement with said **Contractor**.

XI.

Contractor understands and agrees that **Contractor**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representative of **City of Windcrest**.

XII.

City of Windcrest understands and agrees that **City of Windcrest**, its employees, servants, agents and representatives shall at no time represent themselves to be employees, servants, agents and/or representative of **Contractor**.

City of Windcrest is a political subdivision of the State of Texas. The address of said City is:

City of WindCrest
Attention: City Manager F. Ronnie Cain
8601 Midcrown
Windcrest, TX 78239

XIII.

Contractor is a political subdivision of the State of Texas. The address of **Contractor** is:

Guadalupe County Commissioners
Attention: Mike Wiggins, County Judge
307 West Court Street
Seguin, Texas 78155

XIV.

For the services hereinabove stated, **City of Windcrest** agrees to pay to **Contractor**, for the performance of this agreement, the sum of **\$50 (fifty dollars)** per day of each prisoner confined in **Contractor** facilities. A day shall constitute any portion during a twenty-four (24) hour period beginning and ending at midnight.

COSTS RELATIVE TO MEDICAL/MENTAL HEALTH SERVICES:

a. Contractor shall provide routine medical services to inmates of **City of Windcrest** in its facility, including on-site sick call (provided by on-site staff) and non-prescription, over the counter/non-legend and routine drugs and medical supplies: and

b. CONTRACTOR shall provide non-routine medical services to inmates of **City of Windcrest** which are necessitated by an emergency or by life threatening medical situation, including ambulance transportation or emergency flight if required.

c. In the event an inmate of **City of Windcrest** requires any medical services other than those described in subparagraphs (a) or (b) hereinabove, including but not limited to hospitalization, surgical procedures, dental or optical services, mental health services or prescription drugs and treatments then CONTRACTOR agrees to contact **City of Windcrest** and inform **City of Windcrest** of such medical condition or the need for medical services and to

arrange transportation of such inmate back to **City of Windcrest** for the treatment of such medical condition or the provision of medical services.

City of Windcrest understands and acknowledges that only routine medical services as described in XIV (a) hereinabove are included in the per diem rate for detention services provided under this agreement, and that reasonable medical expenses for services that are required to be provided pursuant to XIV (b) and (c) hereinabove shall be the responsibility of **City of Windcrest**.

XV.

City of Windcrest agrees to pay to and reimburse **Contractor**, in Guadalupe County, Texas, on a monthly basis, and upon the submission of documented invoice by **Contractor**, for the cost of the items and expenses specified in and in accordance with paragraph XIV of this agreement during the term of this agreement.

XVI.

This agreement may be terminated at any time, by either party giving thirty (30) days advance written notice to other party. In the event of such termination, by either party, **Contractor** shall be compensated for all services performed to termination date, together with reimbursable expenses then due and as authorized by this agreement. In the event of such termination, should **Contractor** be overcompensated for reimbursable expenses as authorized by this agreement, **City of Windcrest** shall be reimbursed for all such overcompensation. Acceptance of said reimbursement shall not constitute a waiver of any claim that may otherwise out of this agreement.

XVII.

This agreement represents the entire and integrated agreement between **City of Windcrest** and **Contractor** and supersedes all prior negotiations, representations and/or agreements, either written or oral. This agreement may be amended only by written instrument signed by both **City of Windcrest** and **Contractor**.

XVIII.

The validity of this agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this agreement shall be performable and all compensation payable in Guadalupe County, Texas.

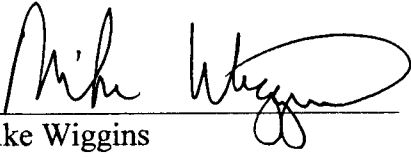
XIX.

In the event that any portion of this agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

XX.

The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

Executed in multiple originals on the 8 day of December 2009.



Mike Wiggins
Guadalupe County Judge

ATTEST:

Teresa Kiel
Guadalupe County Clerk

ATTEST:

City of Windcrest City Manager
F. Ronnie Cain

CITY OF WINDCREST BUDGET ADJUSTMENT FORM

TYPE OF TRANSFER:

☐

INTER-DEPARTMENTAL TRANSFER

☐

INTRA-DEPARTMENTAL TRANSFER

☒

SUPPLEMENTAL APPROPRIATION

FROM: FUND	DEPT. <u>CARR. OVER</u>	ACCT. #	AMOUNT
REASON: TRANSFER FROM CARR. OVER TO SPECIAL LEGAL FEES			
TOTAL:			<u>50,000</u>

TO: FUND <u>01</u>	DEPT.	ACCT. #	AMOUNT
REASON: SPECIAL LEGAL FEES			
TOTAL:			<u>50,000</u>

REQUESTED BY:

DEPARTMENT HEAD

DATE: _____

RECOMMENDED BY:

B. M. 1/3
FINANCE DIRECTOR

DATE: 2/8/10

APPROVED BY:


CITY ADMINISTRATOR

DATE: 02/08/10

APPROVED BY:

CITY COUNCIL ACTION (SIGNED BY MAYOR)

DATE: _____

AH.3

ORDINANCE NO. 607a

**AN ORDINANCE AMENDING ORDINANCE NO. 607
ADOPTED ON JANUARY 25, 2010 BY DESIGNATING
ADDITIONAL POLLING PLACES FOR EARLY VOTING.**

WHEREAS, a general election was called for May 8, 2010, for the purpose of electing three members to the city council; and

WHEREAS, the Bexar County Elections Administrator intends to designate numerous additional polling places for early voting in addition to Windcrest Takas Park Civic Center.

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

In addition to the early voting polling place at Windcrest Takas Park Civic Center provided in Section 6 of Ordinance 607, early voting for the general election to be held on May 8, 2010 shall occur at numerous other locations to be designated by the Bexar County Elections Administrator.

PASSED AND APPROVED this 11th day of February, 2010.

Richard Bruns, Mayor

ATTEST:

Tracy Freimarck, City Secretary

APPROVED AS TO FORM:

Michael S. Brennan, City Attorney

AH.4