

**AGENDA
CITY OF WINDCREST, TEXAS**

REGULAR CITY COUNCIL MEETING

January 28, 2013

**Ethics Policy Workshop
4:00 P.M.**

**Department Head Reports
5:15 P.M.**

**Joint City Council / Parks and Recreation Commision Meeting
6:00 P.M.**

**Regular 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 28th DAY OF JANUARY 2013 STARTING AT 4:00 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 JANUARY 28, 2013 AND TO RECONVENE THE MEETING ON THE FOLLOWING DAY, JANUARY 29, 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 of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting. Any question posed by a Citizen, Council Member, Board Member or Commission Member for which an answer is not available at a meeting shall be answered by a member of the staff or Presiding Officer at the next regular meeting of the Body, if an answer is reasonably available and prudent. If the information is sensitive, staff will seek advice from the City Attorney.

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

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

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

II. Ethics Policy Workshop (4:00 p.m.)

1. City Council will review, discuss and may take action on amending the City of Windcrest Ethics Policy. (Att. 1)

III. Monthly Department Reports Month Ending December 31, 2012 For FY 2012 / 2013 (5:15 p.m.)

1. **Fire Department** – Dan Reese, Fire Chief will present the monthly Fire Department report for the month of December. The discussion will include Summary of Calls for the Month of December 2012 (FY 2012 / 2013) including the response times for the City, County and Annexed area. (Att. 2)
2. **Police Department** – Police Chief Al Ballew, will present the monthly Police Department including Code Enforcement and Animal Control reports for the month of December 2012. (FY 2012 / 2013). (Att. 3)
3. **Public Works/Landscaping** – Tom Garcia, Director of Public Works will present the monthly Public Works and Landscaping reports for the month of December 2012 (FY 2012 / 2013). (Att. 4)
4. **Court** – Rafael Castillo; City Manager / Court Administrator / Kelly Rodriguez, City Secretary / Asst. Court Administrator, will present the Court report for the month of December 2012 (FY 2012 / 2013). (Att. 5)
5. **City Secretary/Building Service/Health** – Kelly Rodriguez, City Secretary will present the City Secretary, Building Services and Health report for the month of December 2012 (FY 2012 / 2013) (Att. 6)

6. **EDC** – Sherry Mosier, EDC Director will present the EDC report for the month of December 2012 (FY 2012 / 2013). (Att. 7)
7. **Public Affairs / PR / Marketing / Event Specialist** – Kayte Brought will present an update on upcoming City projects and events.

IV. 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.

V. Joint City Council / Parks and Recreation Meeting (6:00 P.M.)

VI. Discuss and act

1. City Council and the Parks and Recreation Commission will discuss with final action by the City Council on selecting a design for Windy Hollow Pond (a.k.a Takas Park Pond) and authorizing the City Staff to take all steps necessary to move forward with this project. *(Mayor Baxter, Rafael Castillo, Jr., City Manager and Jan Leaders, Parks and Recreation Commission Chairperson requested)*
2. City Council and the Parks and Recreation Commission will discuss with final action by the City Council on selecting a design for Civic Center landscaping and authorizing the City Staff to take all steps necessary to move forward with this project. *(Mayor Baxter, Rafael Castillo, Jr., City Manager and Jan Leaders, Parks and Recreation Commission Chairperson requested)*
3. City Council and the Parks and Recreation Commission will discuss with final action by the City Council on selecting a design for the Midcrown Dr. and Walzem monument entrances and authorizing the City Staff to take all steps necessary to move forward with this project. *(Mayor Baxter, Rafael Castillo, Jr., City Manager and Jan Leaders, Parks and Recreation Commission Chairperson requested)*

VII. Regular City Council Meeting (6:00 P.M.)

VIII. Capital Improvement Projects

1. City Council will receive a Capital Improvement Project (CIP) Monthly Design Status update from Andrew Hunt, with Raba-Kistner & Leonard Young with Young Professionals. (Att. 8)

IX. Presentations

1. City Council will receive a presentation from Jim Bray regarding an update on the Windcrest Economic Development Corporation Racker Road project. *(Sherry Mosier, WEDC Director requested)* (Att. 9)

VII. 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. 2013-687(O), an ordinance approving and adopting an amendment to the budget for operating the Municipal Government of the City of Windcrest for the fiscal year beginning October 1, 2012 and ending on September 30, 2013; and establishing a savings clause and an effective date. **First Reading** *(Mayor Alan Baxter, Al Ballew, Chief of Police and Sarah Mangham, Municipal Finance Officer requested)* (Att. 10)
2. City Council will review, discuss and may take action on Ordinance No. 2013-688(O), an ordinance amending Chapter 14, Noise of the Code of Ordinances by revising section 14.102 #3 relating to animals which make frequent or long continued noise. **First Reading** *(CP Pam Dodson requested)* (Att. 11)
3. City Council will review, discuss and may take action on Ordinance No. 2013-689(O), an ordinance amending Chapter 4, billboards and signs, of the Code of Ordinances by repealing existing section 4.702 and adopting a new section 4.702 pertaining to small signs in R-1 Zoning Districts. **First Reading** *(CP Pam Dodson requested)* (Att. 12)

VIII. Resolutions

1. City Council will review, discuss and may take action on Resolution No. 2013-417 (R), a resolution approving a contract and the fee of IDS Engineering Group for Engineering services for the city's roadway capital improvement program and authorizing the City Manager to issue a request for proposals or bids for the construction of such roadway capital improvements throughout the City of Windcrest. *(Rafael Castillo, Jr., City Manager requested)* (Att. 13)
2. City Council will review, discuss and may take action on Resolution No. 2013-421(R), a resolution approving an interlocal cooperation contract with Department of Public Safety (DPS) for alcohol blood test kits and gunshot residue test kits and authorizing the City Manager to execute said contract. *(Al Ballew, Chief of Police requested)* (Att. 14)

3. City Council will review, discuss and may take action on Resolution No. 2013-422(R), a resolution accepting the bid of Maldonado Nursery and Landscaping for the performance of routine greenspace maintenance and authorizing the City Manager to execute a contract for such work. *(Rafael Castillo, Jr., City Manager, Tom Garcia, Director of Public Works and Sarah Mangham, Municipal Finance Officer and Micheal McAlear, Finance Dept. requested)* (Att. 16)
4. City Council will review, discuss and may take action on Resolution No. 2013-423(R), a resolution authorizing the purchase of replacement street signs and corresponding equipment from Pathmark Traffic Products of Texas, Inc. for a price of \$11,589.84 and authorizing the City Manager to negotiate and execute a contract for such purchase. *(Rafael Castillo, Jr., City Manager, Tom Garcia, Director of Public Works and Sarah Mangham, Municipal Finance Officer, Micheal McAlear, Finance Dept. requested)* (Att. 17)
5. City Council will review, discuss and may take action on Resolution No. 2013-424(R), a resolution authorizing the purchase of three (3) new 2013 Chevrolet Tahoe Vehicles (Police Package) from Caldwell Country Chevrolet for a price of \$108,352.00 and authorizing the city manager to negotiate and execute a contract for such purchase. *(Al Ballew, Chief of Police requested)* (Att. 18)
6. City Council will review, discuss and may take action on Resolution No. 2013-425(R), a resolution approving the purchase of police mobile M7300 in-car radios and required radio accessories to be funded ty the Windcrest Crime Control and Prevention District (WCCPD). *(Al Ballew, Chief of Police, requested)*(Att. 19)

IX. Discuss and Act

1. City Council will review, discuss and may take action on the Parks and Recreation Commissions recommended changes to the Civic Center facilities rental contract. *(Jan Leaders, Parks and Recreation Commission Chairperson requested)* (Att. 20)
2. City Council will review, discuss and may take action on a recommendation from the Parks and Recreation Commission on the utilization of the Civic Center parking lot to play the game Football. *(Jay Eldridge, Parks & Recreation Commission Member and Jan Leaders, Parks and Recreation Commission Chairperson requested)*
3. City Council will review, discuss and may take action on dates for the Spring City Wide Garage Sale, Spring Brush Pick Up, Fall Brush Pick Up, and Hazardous Waste Pick Up. add email attachment *(Rafael Castillo, Jr, City Manager, Tom Garcia, Director of Public Works and Katie Brought, Public Affairs/PR/Marketing Events Specialist requested)* (Att. 21)

X. 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.

XI. 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 January 28, 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 ____ January, 2013.

____ Title: _____

WINDCREST, TEXAS

ETHICS POLICY

Windcrest Ethics Policy

The City Council in December 2012 voted to have four, separate levels of THE ETHICS CODE. The Police and the Fire Departments will have their own code of ethics in addition to this one. The four levels are based on the person's responsibilities. The following are the four levels.

1. For Citizen Volunteers, including but not limited to – Committees formed by Council, Newsletter Committee, Citizen's Patrol and Animal Task Force.
2. Employees and Contract Employees, who are not involved with City government, finances or contractors.
3. Boards, Districts and Committees, including but not limited to, Windcrest Economic Development Committee (EDC), Planning and Zoning, Parks and Recreation, Board of Adjustments, Windcrest Crime and Prevention District.
4. City Officials, City Employees who make decisions, administer City government finances or who are involved in the procurement of goods or services on behalf of the City and applicable contract employees.

SIGNATURE _____ DATE _____

LEVEL ONE

**For Citizen Volunteers, including but not limited to – Committees
formed by Council, Newsletter Committee, Citizen’s Patrol and Animal
Task Force.**

Ethical behavior regarding human conduct is a factor in all aspects of life. As a Windcrest Citizen Volunteer, it is simply a matter of public trust in the services provided. This trust encompasses each and every facet of all operations that make Windcrest city government and its ancillary functions work...in an absolute ethical manner.

A key term regarding ethical behavior is “integrity.” Simply put, integrity means doing what you know is right even if no one is watching. If ever in doubt, confide with someone up your management chain (e.g., supervisor, city secretary, city manager, city attorney, council members, or the mayor). If an integrity issue involves someone in your management chain, feel free to take it to the next higher level without fear of retribution. If necessary, take it outside the chain (e.g., our city judge perhaps).

Bottom line...ethical Citizen Volunteer behavior is essential to the well-being of Windcrest and its citizens. There is zero tolerance for otherwise.

SIGNATURE _____ DATE _____

LEVEL TWO

Employees and Contract Employees, who are not involved with City government, finances or contractors.

Ethical behavior regarding human conduct is a factor in all aspects of life. As a Windcrest city employee, it is simply a matter of public trust in the services provided. This trust encompasses each and every facet of all operations that make Windcrest city government and its ancillary functions work...in an absolute ethical manner. It also applies to all businesses contracted to provide services for Windcrest.

A key term regarding ethical behavior is "integrity." Simply put, integrity means doing what you know is right even if no one is watching. If ever in doubt, confide with someone up your management chain (e.g., supervisor, city secretary, city manager, city attorney, council members, or the mayor). If an integrity issue involves someone in your management chain, feel free to take it to the next higher level without fear of retribution. If necessary, take it outside the chain (e.g., our city judge perhaps).

Bottom line...ethical employee behavior is essential to the well-being of Windcrest and its citizens. There is zero tolerance for otherwise.

PLEASE NOTE THAT TEXAS IS A RIGHT TO WORK STATE. ZERO TOLERANCE CAN MEAN TERMINATION. THIS IS AT THE SOLE DISCRETION OF THE CITY COUNCIL. IF YOU ARE A CONTRACT EMPLOYEE, YOUR CONTRACT IS VOIDABLE AT THE SOLE DISCRETION OF THE CITY COUNCIL AND BY YOUR SIGNATURE YOU RELINQUISH ANY RIGHTS FOR RECOURSE OR APPEAL.

SIGNATURE _____ DATE _____

LEVEL THREE

Oath Attached

Boards, Districts and Committees, including but not limited to, Windcrest Economic Development Committee (EDC), Planning and Zoning, Parks and Recreation, Board of Adjustments, Windcrest Crime and Prevention District.

As a Volunteer in one of these aforementioned entities, you are held to a higher standard. You take an oath which is attached to this ETHICS CODE. There are laws that apply to what you do. Ignorance of one of these laws is not an excuse. When in doubt, ask the City Attorney, the EDC attorney and/or the City Manager. Additionally, please read and sign the following:

Ethical behavior regarding human conduct is a factor in all aspects of life. As a Windcrest volunteer, it is simply a matter of public trust in the services provided. This trust encompasses each and every facet of all operations that make Windcrest city government and its ancillary functions work...in an absolute ethical manner. It also applies to all businesses contracted to provide services for Windcrest.

A key term regarding ethical behavior is "integrity." Simply put, integrity means doing what you know is right even if no one is watching. If ever in doubt, confide with someone up your management chain (e.g., supervisor, city secretary, city manager, city attorney, council members, or the mayor). If an integrity issue involves someone in your management chain, feel free to take it to the next higher level without fear of retribution. If necessary, take it outside the chain (e.g., our city judge perhaps).

Bottom line...ethical employee behavior is essential to the well-being of Windcrest and its citizens. There is zero tolerance for otherwise.

SIGNATURE _____ DATE _____

OATH
For
Level Three

"I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____ of the City of Windcrest, State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and the State of Texas, so help me God."

SIGNATURE _____ DATE _____

LEVEL FOUR

City Officials, City Employees who make decisions, administer City government finances or who are involved in the procurement of goods or services on behalf of the City and applicable contract employees.

As one of the aforementioned people, you have taken on a greater responsibility. It is one that involves decisions with regard to tax payer's dollars. If you are an elected official you will also take an oath of office which is attached.

Ethical behavior regarding human conduct is a factor in all aspects of life. As a Windcrest city employee, elected official, contracted employee and/or contractor (whether paid or as a volunteer), it is simply a matter of public trust in the services provided. This trust encompasses each and every facet of all operations that make Windcrest city government and its ancillary functions work...in an absolute ethical manner. It also applies to all businesses contracted to provide services for Windcrest.

A key term regarding ethical behavior is "integrity." Simply put, integrity means doing what you know is right even if no one is watching. If ever in doubt, confide with someone up your management chain (e.g., supervisor, city secretary, city manager, city attorney, council members, or the mayor). If an integrity issue involves someone in your management chain, feel free to take it to the next higher level without fear of retribution. If necessary, take it outside the chain (e.g., our city judge perhaps).

Bottom line...ethical employee behavior is essential to the well-being of Windcrest and its citizens. There is zero tolerance for otherwise.

SIGNATURE _____ DATE _____

Level Four (continued)

FOR ELECTED OFFICIALS, YOU ARE GOVERNED BY THE CITY CHARTER, LAWS OF THE STATE OF TEXAS AND THE LAWS OF THE UNITED STATES OF AMERICA. IGNORANCE OF THE LAW(S) IS NO EXCUSE. YOUR SIGNED OATH OF OFFICE IS ATTACHED TO THIS DOCUMENT.

FOR CITY EMPLOYEES, YOU ARE GOVERNED BY THE CITY CHARTER, THE LAWS OF THE STATE OF TEXAS AND THE LAWS OF THE UNITED STATES OF AMERICA. IGNORANCE OF THE LAW(S) IS NO EXCUSE. PLEASE NOTE THAT TEXAS IS A RIGHT TO WORK STATE. ZERO TOLERANCE MAY MEAN TERMINATION. THIS WILL BE DETERMINED IN THE SOLE DISCRETION OF THE CITY COUNCIL.

FOR CONTRACTORS OR CONTRACT EMPLOYEES, IF IT IS DETERMINED BY THE WINDCREST CITY COUNCIL, IN THEIR SOLE DISCRETION, THAT THE ETHICS POLICY WAS VIOLATED, YOUR CONTRACT IS VOIDABLE UPON THE SOLE DECISION OF THE WINDCREST CITY COUNCIL AND BY SIGNING THIS DOCUMENT YOU AGREE TO THIS TERM. YOU RELINQUISH ANY RIGHT FOR ANY RECOURSE OR APPEAL.

SIGNATURE _____ DATE _____

**OATH
For
Level Four**

Note: This is for Elected Officials Only

"I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____ of the City of Windcrest, State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and the State of Texas, so help me God."

SIGNATURE _____ DATE _____

Windcrest Ethics Policy

Ethical behavior regarding human conduct is a factor in all aspects of life. As a Windcrest city employee (whether paid or as a volunteer), it is simply a matter of public trust in the services provided. This trust encompasses each and every facet of all operations that make Windcrest city government and its ancillary functions work...in an absolute ethical manner. It also applies to all businesses contracted to provide services for Windcrest.

A key term regarding ethical behavior is “integrity.” Simply put, integrity means doing what you know is right even if no one is watching. If ever in doubt, confide with someone up your management chain (e.g., supervisor, city secretary, city manager, city attorney, council members, or the mayor). If an integrity issue involves someone in your management chain, feel free to take it to the next higher level without fear of retribution. If necessary, take it outside the chain (e.g., our city judge perhaps).

Bottom line...ethical employee behavior is essential to the well being of Windcrest and its citizens. There is zero tolerance for otherwise.

THE CITY OF WINDCREST ETHICS CODE

DIVISION 1: DECLARATION OF POLICY

SECTION 1-01 STATEMENT OF PURPOSE

It is essential in a democratic system that the public have confidence in the integrity, independence, and impartiality of those who act on their behalf in government. Such confidence depends not only on the conduct of those who exercise official power, but on the availability of aid or redress to all persons on equal terms and on the accessibility and dissemination of information relating to the conduct of public affairs. For the purpose of promoting confidence in the government of the City of Windcrest and thereby enhancing the city's ability to function effectively, this code of ethics is adopted. The code establishes standards of conduct, disclosure requirements, and enforcement mechanisms relating to city officials and employees and others whose actions inevitably affect public faith in city government, such as former city officials and employees, candidates for public office, persons doing business with the city, and lobbyists. By prohibiting conduct incompatible with the city's best interests and minimizing the risk of any appearance of impropriety, this code of ethics furthers the legitimate interests of democracy.

Public service is a public trust. All city officials and employees are stewards of the public trust. They have a responsibility to the citizens of Windcrest to enforce the City Charter and the associated ordinances and codes. To ensure and enhance public confidence in City Government, each city official must not only adhere to the principles of ethical conduct set forth in this code and technical compliance therewith, but they must scrupulously avoid the appearance of impropriety at all times.

SECTION 1-02 DEFINITIONS

As used in this code of ethics, the following words and phrases have the meaning ascribed to them in this Section, unless the context requires otherwise or more specific definitions set forth elsewhere in this code apply

- (a) *Acceptance*. A written or verbal indication that someone agrees; "Acceptance" of an offer of subsequent employment or business opportunities includes legally binding contracts and all informal understandings that the parties expect to be carried out. An agreement, either by express act or by implication from conduct, to the terms of an offer so that a binding contract is formed.
- (b) *Affiliated*. Business entities are "affiliated" if one is the parent or subsidiary of the other or if they are subsidiaries of the same parent business entity.
- (c) *Affinity*. Relationship by "affinity" (by marriage) is defined in Sections 573.024 and 573.025 of the Texas Government Code.
- (d) *Before the City*. Representation or appearance "before the city" means before the City Council; before a board, commission, or other city entity; or before a city official or employee. Representation "before the city" does not include representation before a board where members of said board are not wholly appointed by the City Council.
- (e) *Benefit*. "Benefit" means anything reasonably regarded as pecuniary gain or pecuniary advantage, including a benefit to any other person in whose welfare the beneficiary has a direct and substantial interest.

- (f) *Entity*. "Entity" means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law.
- (g) *Candidate*. "Candidate" means a person who knowingly and willingly takes affirmative action for the purpose of gaining nomination or election to public office or for the purpose of satisfying financial obligations incurred by the person in connection with the campaign for nomination or election. Examples of affirmative action include:
 - (1) the filing of a campaign treasurer appointment, except that the filing does not constitute candidacy or an announcement of candidacy for purposes of automatic resignation provisions of Article XVI, Section 65, or Article XI, Section 11, of the Texas Constitution;
 - (2) the filing of an application for a place on a ballot;
 - (3) the making of a public announcement of a definite intent to run for public office in a particular election, regardless of whether the specific office is mentioned in the announcement;
 - (4) before a public announcement of intent, the making of a statement of definite intent to run for public office and the soliciting of support by letter or other mode of communication; and
 - (5) the soliciting or accepting of a campaign contribution or the making of a campaign expenditure.
- (h) *City*. "City" means the City of Windcrest.
- (i) *Code of Ethics*. "Code of ethics," "ethics code," or "this code" means Divisions 1 through 6 of this Chapter, its amendment(s) and/or enhanced definitions.
- (j) *"Complainant"* means an individual who has filed a sworn complaint with the City Secretary.
- (k) *Confidential Government Information*. "Confidential government information" includes all information held by the city that is not available to the public under the Texas Public Information Act and any information from a meeting closed to the public pursuant to the Texas Open Meetings Act, unless disclosure is permitted under the Open Meetings Act.
- (l) *Consanguinity*. Relationship by "consanguinity" (by blood) is defined in Sections 573.022 and 573.023 of the Texas Government Code.
- (m) *Discretionary Contract*. "Discretionary contract" means any contract other than those which by law must be awarded on a low or high qualified bid basis. Discretionary contracts do not include those contracts subject to Section 252.022(a)(7) of the Texas Local Government Code or those contracts not involving an exercise of judgment or choice.
- (n) *Economic Interest*. "Economic interest" includes, but is not limited to, legal or equitable property interests in land, chattels, and intangibles, and contractual rights having more than de minimis value. Service by a city official or employee as an officer, director, advisor, or otherwise active participant in an educational, religious, charitable, fraternal, or civic organization does not create for that city official or employee an economic interest in the property of the organization.

Ownership of an interest in a mutual or common investment fund that holds securities or other assets is not an economic interest in such securities or other assets unless the person in question

participates in the management of the fund. Ownership of stock in a publicly traded corporation does not constitute ownership for purposes of this code if the employee or official owns less than 10% of the voting stock or shares of the entity and the value of the stock is less than \$15,000.

- (o) *Employee.* The term “employee” or “city employee” is any person listed on the City of Windcrest payroll as an employee, whether part-time or full-time.
- (p) *Former City Official or Employee.* A “former city official” or “former city employee” is a person whose city duties terminate on or after the effective date of this code.
- (q) *Gift.* “Gift” means a voluntary transfer of property (including the payment of money) or the conferral of a benefit having pecuniary value (such as the rendition of services or the forbearance of collection on a debt), unless consideration of equal or greater value is received by the donor.
- (r) *Indirect Ownership.* A person “indirectly owns” an equity interest in a business entity where the interest is held through a series of business entities, some of which own interests in others.
- (s) *Intentionally.* A person acts intentionally, or with intent, with respect to the nature of his conduct or to a result of his conduct when it is his conscious objective or desire to engage in the conduct or cause the result.
- (t) *Knowingly.* A person acts knowingly, or with knowledge, with respect to the nature of his or her conduct or to circumstances surrounding his or her conduct when he or she is aware of the nature of his or her conduct or that the circumstances exist. A person acts knowingly, or with knowledge, with respect to a result of his or her conduct when he or she is aware that his or her conduct is reasonably certain to cause the result.
- (u) *Official.* The term “official” or “city official” includes the following persons:
 - The Mayor;
 - Members of the City Council;
 - Municipal Court Judges;
 - The City Manager;
 - Deputy City Manager; Reserved
 - Assistant City Managers; Reserved
 - Assistants to the City Manager; Reserved
 - City Secretary;
 - Deputy City Secretary; Reserved
 - Assistant City Secretary;
 - Municipal Court Clerk;
 - All department heads and assistant department heads;
 - Internal Auditor and all assistant internal auditors; Reserved; and

Members of all boards, commissions, committees, and other bodies created by the City Council pursuant to federal or state law or City ordinance, including entities that may be advisory only in nature, who are appointed by City Council or who are designated in the by-laws or organization papers of the entity to serve on behalf of the city; and board members of any entity who are appointed by the City Council to such board membership.
- (v) *Official Action.* “Official action” includes:
 - (1) any affirmative act (including the making of a recommendation) within the scope of, or in violation of, an official or employee’s duties, and

- (2) any failure to act, if the official or employee is under a duty to act and knows that inaction is likely to affect substantially an economic interest of the official or employee or any person.
- (w) *Official Information.* “Official information” includes information gathered pursuant to the power or authority of city government.
- (x) *Ownership.* Ownership of an interest in a mutual or common investment fund that holds securities or other assets does not constitute direct or indirect ownership of such securities or other assets unless the person in question participates in the management of the fund. Ownership of stock in a publicly traded corporation does not constitute ownership for purposes of this code if the employee or official owns less than 10% of the voting stock or shares of the entity and the value of the stock is less than \$15,000.
- (y) *Partner.* Someone who engages in an activity or undertaking with another; “Partner” includes partners in general partnerships, limited partnerships, and joint ventures. One who shares or takes part with another especially in a venture with shared benefits and shared risks.
- (z) *Personally and Substantially Participated.* “Personally and Substantially Participated” means to have taken action as an official or employee through decision, approval, disapproval, recommendation, giving advice, investigation or similar action. The fact that the person had responsibility for a matter does not by itself establish that the person “personally and substantially participated” in the matter.
- (aa) *Recklessly.* A person acts recklessly, or is reckless, with respect to circumstances surrounding his conduct or the result of his conduct when he is aware of but consciously disregards a substantial and unjustifiable risk that the circumstances exist or the result will occur. The risk must be of such a nature and degree that its disregard constitutes a gross deviation from the standard of care that an ordinary person would exercise under all the circumstances as viewed from the actor’s standpoint.
- (bb) *Representation.* “Representation” is a presentation of fact – either by words or by conduct – made to induce someone to act. Representation does not include appearance as a witness in litigation or other official proceedings.
- (cc) *Respondent* means an individual identified in a sworn complaint to have allegedly violated the Ethics Code.
- (dd) *Solicitation.* “Solicitation” of subsequent employment or business opportunities includes all forms of proposals and negotiations relating thereto.

DIVISION 2: PRESENT CITY OFFICIALS AND EMPLOYEES

SECTION 2-01 CONFLICTS OF INTEREST

- (a) **General Rule.** To avoid the appearance and risk of impropriety, a city official or employee shall not take any official action that he or she knows is likely to affect the economic interests of:
 - (1) the official or employee;

- (2) his or her parent, child, spouse, or other family member within the second degree of consanguinity or affinity;
 - (3) his or her outside client;
 - (4) a member of his or her household;
 - (5) the outside employer of the official or employee or of his or her parent, child (unless the child is a minor), spouse, or member of the household (unless member of household is a minor);
 - (6) a business entity in which the official or employee knows that any of the persons listed in Subsections (a)(1) or (a)(2) holds an economic interest as that term is defined in Section 1-02;
 - (7) a business entity which the official or employee knows is an affiliated business or partner of a business entity in which any of the persons listed in Subsections (a)(1) or (a)(2) holds an economic interest as defined in Section 1-02;
 - (8) a business entity or nonprofit entity for which the city official or employee serves as an officer or director or in any other policy making position; other than non-profit boards to which the official or employee is appointed by the City Council or city management as a non-voting member to represent the best interests of the city; or
 - (9) a person or business entity with whom, within the past twelve months:
 - (A) the official or employee, or his or her spouse, directly or indirectly has
 - (i) solicited an offer of employment for which the application is still pending,
 - (ii) received an offer of employment which has not been rejected, or
 - (iii) accepted an offer of employment; or
 - (B) the official or employee, or his or her spouse, directly or indirectly engaged in negotiations pertaining to business opportunities, where such negotiations are pending or not terminated.
- (b) **Recusal and Disclosure.** A city official or employee whose conduct would otherwise violate Subsection (a) must recuse himself or herself. From the time that the conflict is, or should have been recognized, he or she shall:
- (1) immediately refrain from further participation in the matter, including discussions with any persons likely to consider the matter; and
 - (2) promptly file with the City Secretary the appropriate form for disclosing the nature and extent of the prohibited conduct.

In addition:

- (3) a supervised employee shall promptly bring the conflict to the attention of his or her supervisor, who will then, if necessary, reassign responsibility for handling the matter to another person; and
- (4) a member of a board shall promptly disclose the conflict to other members of the board and shall not be present during the board's discussion of, or voting on, the matter.

(c) **Definitions.** For purposes of this rule:

- (1) An action is likely to affect an economic interest if it is likely to have an effect on that interest that is distinguishable from its effect on members of the public in general or a substantial segment thereof; and
- (2) The term *client* includes business relationships of a highly personalized nature, but not ordinary business-customer relationships.

SECTION 2-02 UNFAIR ADVANCEMENT OF PRIVATE INTERESTS

(a) **General Rule.** A city official or employee may not use his or her official position to unfairly advance or impede private interests, or to grant or secure, or attempt to grant or secure, for any person (including himself or herself) any form of special consideration, treatment, exemption, or advantage beyond that which is lawfully available to other persons. A city official who represents to a person that he or she may provide an advantage to that person based on the official's position on a board or commission violates this rule.

(b) **Special Rules.** The following special rules apply in addition to the general rule:

- (1) **Acquisition of Interest in Impending Matters.** A city official or employee shall not acquire an interest in, or be affected by, any contract, transaction, zoning decision, or other matter, if the official or employee knows, or has reason to know, that the interest will be directly or indirectly affected by impending official action by the city.
- (2) **Reciprocal Favors.** A city official or employee may not enter into an agreement or understanding with any other person that official action by the official or employee will be rewarded or reciprocated by the other person, directly or indirectly.
- (3) **Appointment of Relatives.** A city official or employee shall not appoint or employ or vote to appoint or employ any relative within the third degree of consanguinity or affinity or any member of his or her household to any office or position of employment within the city.
- (4) **Supervision of Relatives.** No official or employee shall be permitted to be in the line of supervision of a relative within the third degree of consanguinity or third degree of affinity or any member of his or her household. Department heads are responsible for enforcing this

policy. If an employee, by reason of marriage, promotion, reorganization, or otherwise, is placed into the line of supervision of a relative, one of the employees will be reassigned or other appropriate arrangements will be made for supervision.

- (c) **Recusal and Disclosure.** A city official or employee whose conduct would otherwise violate this Section shall adhere to the recusal and disclosure provisions provided in Section 2-01(b) of Division 2 (Conflicts of Interest).

SECTION 2-03 GIFTS

(a) **General Rule.**

- (1) A city official or employee shall not solicit, accept, or agree to accept any gift or benefit for himself or herself or his or her business:

(A) that reasonably tends to influence or reward official conduct; or

(B) that the official or employee knows or should know is being offered with the intent to influence or reward official conduct.

A city official or employee may accept a public award or reward for meritorious service of professional achievement, provided that the award or reward is reasonable in light of the occasion and it is not prohibited under the Texas Penal Code Section 36.08.

- (2) A city official or employee shall not solicit, accept, or agree to accept any gift or benefit, from:

(A) any individual or entity doing or seeking to do business with the City; or

(B) public relations firm; or

(C) any person or entity seeking action or advocating on zoning or platting matters before a city body,

save and except for

i) items received that are of nominal value; or

ii) meals in an individual expense of \$25 or less at any occurrence, and no more than a cumulative value of \$500 in a single calendar year from a single source.

Doing business with the city includes, but is not limited to, individuals and entities that are parties to a discretionary contract, individuals and entities that are subcontractors to a discretionary contract, and partners and/or parents and/or subsidiary business entities of any individuals and entities that are parties to a discretionary contract and individuals or entities that seek or have low-bid contracts with the city.

(b) **Special Applications.** Subsection (a)(2) does not include:

- (1) a gift to a city official or employee relating to a special occasion, such as a wedding, anniversary, graduation, birth, illness, death, or holiday, provided that the value of the gift is fairly commensurate with the occasion and the relationship between the donor and recipient;
- (2) advancement for or reimbursement of reasonable expenses for travel in connection with official duties authorized in accordance with city policies.
- (3) a public award or reward for meritorious service or professional achievement, provided that the award or reward is reasonable in light of the occasion and it is not prohibited under the Texas Penal Code Section 36.08;
- (4) a loan from a lending institution made in its regular course of business on the same terms generally available to the public;
- (5) a scholarship or fellowship awarded on the same terms and based on the same criteria that are applied to other applicants;
- (6) any solicitation for civic or charitable causes;
- (7) admission to an event in which the city official or employee is participating in connection with his or her spouse's position;
- (8) ceremonial and protocol gifts presented to city officials from a foreign government or international or multinational organization and accepted for the City of Windcrest;
- (9) admission to a widely attended event, such as a convention, conference, symposium, forum, panel discussion, dinner, viewing, reception or similar event, offered by the sponsor of the event, and unsolicited by the City official or employee, if attending or participating in an official capacity, including:
 - (A) the official or employee participates in the event as a speaker or panel participant by presenting information related to matters before the City; or
 - (B) the official or employee performs a ceremonial function appropriate to that individual's position with the City; or
 - (C) attendance at the event is appropriate to the performance of the official duties or representative function of the official or employee;
- (10) admission to a charity event provided by the sponsor of the event, where the offer is unsolicited by the City official or employee;

- (11) admission to training or education program, including meals and refreshments furnished to all attendees, if such training is related to the official or employee's official duties and the training is in the interest of the City.
- (c) **Campaign Contribution Exception.** The general rule stated in Subsection (a) does not apply to a campaign contribution made pursuant to the Texas Election Code.
- (d) **Gifts to Closely Related Persons.** A city official or employee shall take reasonable steps to persuade:
 - (1) a parent, spouse, child, or other relative within the second degree of consanguinity or affinity, or
 - (2) an outside business associate
 not to solicit, accept, or agree to accept any gift or benefit:
 - (3) that reasonably tends to influence or reward the city official's or employee's official conduct, or
 - (4) that the official or employee knows or should know is being offered with the intent to influence or reward the city official's or employee's discharge of official duties.
- (e) **Definitions.**
 - (1) For purposes of this rule, a person is an "outside business associate" if both that person and the city official or employee own, with respect to the same business entity:
 - (A) ten (10) percent or more of the voting stock or shares of the business entity, or
 - (B) ten (10) percent or more of the fair market value of the business entity.
 - (2) For purposes of this rule, a "sponsor" of an event is the person or persons primarily responsible for organizing the event or sponsoring a table or tables. A person who simply contributes money or buys tickets to an event is not considered a sponsor.
 - (3) A "source" is the individual or entity that funds an expenditure or series of expenditures. Expenditures made by multiple agents of the same source are deemed to be expenditures from a single source.
 - (4) Any item of "nominal value" is an item with a fair market value of \$25 or less.

SECTION 2-04 CONFIDENTIAL INFORMATION

- (a) **Improper Access.** A city official or employee shall not use his or her position to obtain official information about any person or entity for any purpose other than the performance of official duties.

- (b) **Improper Disclosure or Use.** A city official or employee shall not intentionally, knowingly, or recklessly disclose any confidential information gained by reason of said official's or employee's position concerning the property, operations, policies or affairs of the city. This rule does not prohibit:
- (1) any disclosure that is no longer confidential by law; or
 - (2) the confidential reporting of illegal or unethical conduct to authorities designated by law.

SECTION 2-05 REPRESENTATION OF PRIVATE INTERESTS

- (a) **Representation Before the City by a Member of the Board.** A city official or employee who is a member of a board or other city body shall not represent any person, group, or entity:
- (1) before that board or body;
 - (2) before city staff having responsibility for making recommendations to, or taking any action on behalf of, that board or body, unless the board or body is only advisory in nature; or
 - (3) before a board or other city body which has appellate jurisdiction over the board or body of which the city official or employee is a member, if any issue relates to the official's or employee's official duties.
- (b) **Representation Before the City by City Officials and Employees.**
- (1) **General Rule.** A city official or employee shall not represent for compensation any person, group, or entity, other than himself or herself, or his or her spouse or minor children, before the city. For purposes of this subsection, the term compensation means money or any other thing of value that is received, or is to be received, in return for or in connection with such representation.
 - (2) **Exception for Board Members.** The rule stated in subsection b(1) does not apply to a person who is classified as a city official only because he or she is an appointed member of a board or other city body.
- (c) **Prestige of Office and Improper Influence.** In connection with the representation of private interests before the city, a city official or employee shall not:
- (1) assert the prestige of the official's or employee's city position for the purpose of advancing private interests; or
 - (2) state or imply that he or she is able to influence city action on any basis other than the merits.

(d) **Representation in Litigation Adverse to the City.**

- (1) **Officials and Employees (Other than Board Members).** A city official or employee, other than a person who is classified as an official only because he or she is an appointed member of a board or other city body, shall not represent any person, group, or entity, other than himself or herself, or his or her spouse or minor children, in any litigation to which the city is a party, if the interests of that person, group, or entity are adverse to the interests of the city.
- (2) **Board Members.** A person who is classified as a city official only because he or she is an appointed member of a board or other city body shall not represent any person, group, or entity, other than himself or herself, or his or her spouse or minor children, in any litigation to which the city is a party, if the interests of that person, group, or entity are adverse to interests of the city and the matter is substantially related to the official's duties to the city.

SECTION 2-06 CONFLICTING OUTSIDE EMPLOYMENT

- (a) **General Rule.** A city official or employee shall not solicit, accept, or engage in concurrent outside employment which could reasonably be expected to impair independence of judgment in, or faithful performance of, official duties.
- (b) **Special Application.** The following special rule applies in addition to the general rule: A city official or employee shall not provide services to an outside employer related to the official's or employee's city duties.
- (c) **Other Rules.** The general rule stated above applies in addition to all other rules relating to outside employment of city officials and employees, including requirements for obtaining prior approval of outside employment as applicable.

SECTION 2-07 PUBLIC PROPERTY AND RESOURCES

A city official or employee shall not use, request, or permit the use of city facilities, personnel, equipment, or supplies or time while on city duty for private purposes (including political purposes), except:

- (a) pursuant to duly adopted city policies, or
- (b) to the extent and according to the terms that those resources are lawfully available to the public.

SECTION 2-08 POLITICAL ACTIVITY

Limitations on the political activities of city officials and employees are imposed by state law, the City Charter, and city personnel rules and are incorporated into this provision by reference. In addition, the following ethical restrictions apply:

- (a) **Influencing Subordinates.** A city official or employee shall not, directly or indirectly, induce or attempt to induce any city subordinate of the official or employee:

- (1) to participate in an election campaign, contribute to a candidate or political committee, or engage in any other political activity relating to a particular party, candidate, or issue, or
- (2) to refrain from engaging in any lawful political activity.

A general statement merely encouraging another person to vote does not violate this rule.

- (b) **Paid Campaigning.** A city official or employee shall not accept any thing of value, directly or indirectly, for political activity relating to an item pending on the ballot, if he or she participated in, or provided advice relating to, the exercise of discretionary authority by a city body that contributed to the development of the ballot item. Any thing of value does not include a meal or other item of nominal value the city official or employee receives in return for providing information on an item pending on the ballot.
- (c) **Official Vehicles.** A city official or employee shall not display or fail to remove campaign materials on any city vehicle under his or her control.

Limitations on the use of public property and resources for political purposes are imposed by Section 2-07 of Division 2 (Public Property and Resources).

SECTION 2-09 ACTIONS OF OTHERS

- (a) **Violations by Other Persons.** A city official or employee shall not intentionally or knowingly assist or induce, or attempt to assist or induce, any person to violate any provision in this code of ethics.
- (b) **Using Others to Engage in Forbidden Conduct.** A city official or employee shall not violate the provisions of this code of ethics through the acts of another.

SECTION 2-10 PROHIBITED INTERESTS IN CONTRACTS

- (a) No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or shall be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies, or service, except on behalf of the City as an officer or employee. Any willful violation of this Section shall constitute malfeasance in office, and any officer or employee guilty thereof shall thereby forfeit his office or position. Any violation of this Section, with the knowledge, expressed or implied, of the person or corporation contracting with the Council shall render the contract involved voidable by the City Manager or the Council.
- (b) **Financial Interest.** An officer or employee is presumed to have a prohibited "financial interest" in a contract with the city, or in the sale to the city of land, materials, supplies, or service, if any of the following individuals or entities is a party to the contract or sale:
 - (1) the officer or employee;

- (2) his or her spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity;
 - (3) a business entity in which the officer or employee, or his or her parent, child or spouse, directly or indirectly owns:
 - (A) ten (10) percent or more of the voting stock or shares of the business entity, or
 - (B) ten (10) percent or more of the fair market value of the business entity; or
 - (4) a business entity of which any individual or entity listed in Subsection (1), (2) or (3) is:
 - (A) a subcontractor on a city contract;
 - (B) a partner; or
 - (C) a parent or subsidiary business entity.
- (c) If an officer or employee has or may potentially have a presumed prohibited financial interest in a contract with the city, or in the sale to the city of land, materials, supplies or service under subsection (b), the officer or employee may apply to the City Attorney for a determination and decision on whether the officer or employee has an actual direct or indirect financial interest in that contract or transaction.
- The City Attorney will make this assessment using a standard of “clear and convincing” evidence at a hearing. A request for such a determination cannot be made confidentially. The hearing must be posted two weeks in advance clearly stating the officer or employee with the presumed prohibited financial interest, the contract or transaction at issue, and the individual or business entity that is the party to the contract or transaction at issue.
- (d) Any contract or transaction already in place at the time the individual becomes an officer or employee subject to the prohibitions in this section may remain in place until the contract expires or the transaction is completed without creating a prohibited financial interest for the officer or employee.
- (e) Definitions. For purposes of enforcement under the provision of this Section:
- (1) a city “employee” is any employee of the city.
 - (2) a city “officer” is:
 - (A) the Mayor or any Council member;
 - (B) a Municipal Court Judge;
 - (C) a member of any board or commission which is more than advisory in nature.

SECTION 2-11 CITY COUNCIL CONTRACT PERSONNEL

- (a) A member of the City Council who, in the course of official duties, has direct supervisory authority over contract personnel shall make reasonable efforts to ensure that the conduct of contract personnel is compatible with the obligations imposed on city officials and employees by this code of ethics.
- (b) Contract personnel employed by a member of the city council shall comply with all obligations imposed by this code of ethics on city employees. Contract personnel, though, may not engage in political activity using City resources or during duty hours.
- (c) All contracts for administrative services between a member of the City Council and independent contractors shall contain a provision requiring the independent contractor to comply with all requirements imposed by this code on city employees.

SECTION 2-12 PERSONS REQUIRED TO REPORT VIOLATIONS; TIME TO REPORT; PLACE TO REPORT

- (a) A City official or employee who has knowledge of a violation of any of the provisions of this Ethics Code shall report this violation as provided below within a reasonable time after the person has knowledge of a violation. A City official or employee shall not delegate to, or rely on, another person to make the report. Any City official or employee who has knowledge that a violation of the Ethics Code has been committed and intentionally fails to report such violation is subject to the penalties herein.
- (b) A report made under this Section shall be made to:
 - (1) the City Secretary who shall promptly forward the report to the Mayor and City Councilmembers.
- (c) A report shall state:
 - (1) the name of the City official or employee who believes that a violation of a provision of the Ethics Code has been or may have been committed;
 - (2) the identity of the person or persons who allegedly committed the violation;
 - (3) a statement of the facts on which the belief is made; and
 - (4) any other pertinent information concerning the alleged violation.

DIVISION 3: FORMER CITY OFFICIALS AND EMPLOYEES

SECTION 3-01 CONTINUING CONFIDENTIALITY

A former city official or employee shall not use or disclose confidential government information acquired during service as a city official or employee. This rule does not prohibit:

- (a) any disclosure that is no longer confidential by law; or
- (b) the confidential reporting of illegal or unethical conduct to authorities designated by law.

Section 3-02 Subsequent Representation of Private Interests.

- (a) **Representation of Private Interests Before the City by a Former Board Member.** A person who was a member of a board or other city body shall not represent any person, group, or entity for a period of two (2) years after the termination of his or her official duties:
 - (1) before that board or body;
 - (2) before city staff having responsibility for making recommendations to, or taking any action on behalf of, that board or body, unless the board or body is only advisory in nature; or
 - (3) before a board or other city body which has appellate jurisdiction over the board or body of which the former city official or employee was a member, if any issue relates to his or her former duties.
- (b) **Representation of Private Interests Before the City by Former City Officials and Employees.** A former city official or employee shall not represent for compensation any person, private group, or private entity, other than himself or herself, or his or her spouse or minor children, before the city for a period of two (2) years after termination of his or her official duties. This subsection does not apply to a person who was classified as a city official only because he or she was an appointed member of a board or other city body. For purposes of this subsection, the term compensation means money or any other thing of value that is received, or is to be received, in return for or in connection with such representation.
- (c) **Improper Representation of Influence.** In connection with the representation of private interests before the city, a former city official or employee shall not state or imply that he or she is able to influence city action on any basis other than the merits.
- (d) **Representation in Litigation Adverse to the City.** A former city official or employee shall not, absent consent from the city, represent any person, group, or entity, other than himself or herself, or his or her spouse or minor children, in any litigation to which the city is a party, if the interests of that person, group, or entity are adverse to the interests of the city and the matter is one in which the former city official or employee personally and substantially participated prior to termination of his or her official duties.

SECTION 3-03 PRIOR PARTICIPATION IN THE NEGOTIATION, AWARD OR ADMINISTRATION OF CONTRACTS

A former city official or employee shall not, within two (2) years of the termination of official duties for the city, perform work on a compensated basis relating to a discretionary city contract, if he or she personally and substantially participated in the negotiation, award or administration of the contract.

A former city official or employee, within two (2) years of termination of official duties, must disclose to the City Secretary immediately upon knowing that he or she will perform work on a compensated basis relating to a discretionary city contract for which he or she did not personally and substantially participate in its negotiation, award or administration. This subsection does not apply to a person who was classified as a city official only because he or she was an appointed member of a board or other city body.

SECTION 3-04 PROHIBITED INTEREST IN DISCRETIONARY CONTRACTS

(a) **Impermissible Interest in Discretionary Contract or Sale.** This Subsection applies only to contracts or sales made on a discretionary basis, and does not apply to contracts or sales made on a competitive bid basis. Within one (1) year of the termination of official duties, a former city officer or employee shall neither have a financial interest, direct or indirect, in any discretionary contract with the City, nor have a financial interest, direct or indirect, in the sale to the City of any land, materials, supplies, or service. Any violation of this Section, with the knowledge, expressed or implied, of the individual or business entity contracting with the Council shall render the contract involved voidable by the City Manager or the Council. A former city officer or employee has a prohibited "financial interest" in a discretionary contract with the city, or in the sale to the city of land, materials, supplies, or service, if any of the following individuals or entities is a party to the contract or sale:

- (1) the former officer or employee;
- (2) his or her parent, child, or spouse;
- (3) a business entity in which the former officer or employee, or his or her parent, child or spouse, directly or indirectly owns:
 - (A) ten (10) percent or more of the voting stock or shares of the business entity, or
 - (B) ten (10) percent or more of the fair market value of the business entity; or
- (4) a business entity of which any individual or entity listed in Subsection (1), (2) or (3) is:
 - (A) a subcontractor on a city contract;
 - (B) a partner; or
 - (C) a parent or subsidiary business entity.

- (b) **Exception: Prior Employment or Status.** Notwithstanding subsection (a) of this Section 3-04 (Discretionary Contracts) and Section 3-03 (Prior Participation in Negotiation, Award or Administration of Contracts), a former city official or employee may upon leaving official duties return to employment or other status enjoyed immediately prior to commencing official city duties.
- (c) **Definitions.** For purposes of this Section:
- (1) A “former city employee” is any person who, prior to termination of employee status was an employee of the city.
 - (2) A “former city officer” is any person who, immediately prior to termination of official duties, was:
 - (A) the Mayor or a member of City Council;
 - (B) a Municipal Court Judge; or
 - (C) a member of any board or commission which is more than advisory in nature. The term does not include members of the board of another governmental entity even if some or all of these members are appointed by the city.
 - (3) The term “contract” means any discretionary contract other than a contract for the personal services of the former city official or employee.
 - (4) The term “service” means any services other than the personal services of the former official or employee.

DIVISION 4: PERSONS DOING BUSINESS WITH THE CITY

SECTION 4-01 PERSONS SEEKING DISCRETIONARY CONTRACTS

- (a) **Disclosure of Parties, Owners, and Closely Related Persons.** For the purpose of assisting the city in the enforcement of provisions contained in the City Charter and this code of ethics, an individual or entity seeking a discretionary contract from the city is required to disclose in connection with a proposal for a discretionary contract on a form provided by the city:
- (1) the identity of any individual who would be a party to the discretionary contract;
 - (2) the identity of any entity that would be a party to the discretionary contract and the name of:
 - (A) any individual or entity that would be a subcontractor on the discretionary contract; and
 - (B) any individual or entity that is known to be a partner or a parent entity of any individual or entity who would be a party to the discretionary contract, or any subsidiary entity that is anticipated to be involved in the execution of the contract; and

- (3) the identity of any lobbyist, attorney or consultant employed for purposes relating to the discretionary contract being sought by any individual or entity who would be a party to the discretionary contract.

An individual or entity seeking a discretionary contract is required to supplement this filing on a form provided by the city in the event there is any change in the information required of the individual or entity under this subsection. The individual or entity seeking a discretionary contract must supplement this filing before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed.

- (b) **Political Contributions.** Any individual or entity seeking a discretionary contract from the city must disclose in connection with a proposal for a discretionary contract, on a form provided by the city, all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly to any current or former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections, by any individual or entity whose identity must be disclosed under Subsection (a).

Indirect contributions by an individual include, but are not limited to, contributions made by an individual's spouse, whether statutory or common-law. Indirect contributions by an entity include, but are not limited to, contributions made by the officers, owners of the entity seeking the contract, and attorneys, consultants or registered lobbyists of the entity hired or retained to assist an individual or entity seeking a contract.

Indirect contributions do not include contributions by owners of a business entity who hold less than 5% of the fair market value or voting stock of the entity.

Political contributions made in the preceding 24 months to any individual who is a former councilmember must be disclosed, unless:

- (1) the contributions were made in connection with a campaign or officeholder account not associated with a city office; and
 - (2) the former officeholder has terminated the campaign treasurer appointment and filed the final campaign finance report with the Office of the City Secretary at the time the contract was in the solicitation process or under consideration for approval by the city; and
 - (3) the former member is not or was not serving in a city office at the time the contract was in the solicitation process or under consideration for approval by the city.
- (c) **Briefing Papers and Open Records.** Briefing papers prepared for the city council concerning any proposed discretionary contract to be considered for ordinance or resolution action shall reveal the information disclosed in compliance with Subsections (a) and (b), and that information shall constitute an open record available to the public.

SECTION 4-02 DISCLOSURE OF ASSOCIATION WITH CITY OFFICIAL OR EMPLOYEE

- (a) **Disclosures During Appearances.** A person appearing before a city board or other city body shall disclose to it any known facts which, reasonably understood, raise a question as to whether any member of the board or body would violate Section 2-01 of Division 2 (Conflicts of Interest) by participating in official action relating to a matter pending before the board or body.
- (b) **Disclosures in Proposals.** Any individual or business entity seeking a discretionary contract with the city shall disclose, on a form provided by the city, any known facts which, reasonably understood, raise a question as to whether any city official would violate 2-01 of Division 2 (Conflicts of Interest) by participating in official action relating to the discretionary contract.
- (c) **Disclosure of Benefit.** If a person who requests official action on a matter knows that the requested action will confer an economic benefit on any city official or employee that is distinguishable from the effect that the action will have on members of the public in general or a substantial segment thereof, he or she shall disclose that fact in a signed writing to the city official, employee, or body that has been requested to act in the matter, unless the interest of the city official or employee in the matter is apparent. The disclosure shall also be made in a signed writing filed with the City Secretary.
- (d) **Definition.** For purposes of this rule, facts are “reasonably understood” to “raise a question” about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.

SECTION 4-03 PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a city contract or any other person acting on behalf of such person or entity, is prohibited from contacting city officials and employees regarding such a contract after a Request for Proposal (RFP), Request for Qualification (RFQ) or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City Council agenda item. If contact is required with city officials and employees, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

DIVISION 5: LOBBYISTS

SECTION 5-01 GUIDANCE BY REFERENCE

The City of San Antonio, Texas Ethics Code contains provisions defining, monitoring and regulating the conduct of lobbyists. Even though such provisions are not included in this code, they are recommended as a guide to monitoring lobbyists.

DIVISION 6: MEMBERS OF THE PUBLIC AND OTHERS

Division 6 (Members of the Public and Others) applies to current and former city officials and employees, persons doing business with the city, and lobbyists, as well as to members of the public and any other person (including business entities and nonprofit entities).

SECTION 6-01 FORMS OF RESPONSIBILITY

No person shall intentionally or knowingly induce, attempt to induce, conspire with, aid or assist, or attempt to aid or assist another person to engage in conduct violative of the obligations imposed by Divisions 2 (Present City Officials and Employees), 3 (Former City Officials and Employees) and 4 (Persons Doing Business with the City) of this ethics code.

DIVISION 7: FINANCIAL DISCLOSURE

SECTION 7-01 FINANCIAL DISCLOSURE REPORT

(a) Persons Required to File Disclosure Form.

- (1) **City Officials and City Employees.** No later than thirty (30) days after accepting appointment or assuming the duties of office, and annually thereafter, the city officials defined in Section 1-02(u) of Division 1 (Definitions), are required to file with the City Secretary a complete sworn financial disclosure report. Any employee (i) utilized in evaluating or purchasing equipment, vehicles or any other purchases who also has contact with contractor(s) who provide such equipment or vehicles, or (ii) utilized in providing input to any contract or composing specifications of equipment or vehicles or other purchases, who also has contact with contractor(s) who provide such services, equipment or vehicles, is required to file with the City Secretary a complete sworn financial disclosure report.
- (2) **Exception.** Candidates for City Council and City officials required to file financial disclosure statements pursuant to Local Government Code Chapter 145 shall file financial disclosure statements in compliance with the Local Government Code in place of filing statements required by this code of ethics. Such officials shall also complete an addendum to the statement disclosing information required by this code of ethics, but not required under the Local Government Code. The addendum shall be prepared by the Office of the City Secretary. Deadlines for filing the financial disclosure documents shall be governed by Chapter 145 of the Local Government Code.

(b) The City Secretary shall prepare and provide the financial disclosure reports required by this division.

(c) Any city official or employee who, in connection with his or her official duties, accepts a trip or excursion involving the gratuitous provision of transportation, accommodations, entertainment, meals, or refreshments paid for by a person or entity other than a public agency must file with the City Secretary, before embarking on the travel, a disclosure statement identifying:

- (1) the name of the sponsor;
 - (2) the places to be visited; and
 - (3) the purpose and dates of the travel;
 - (4) the estimated amount of the expenses to be paid.
- (d) Acceptance of a trip or excursion by City Manager, City Secretary, Assistant City Secretary, and all department heads and assistant department heads must receive prior written approval of the City Manager. Other personnel must receive written approval by their department head after obtaining concurrence of the City Manager.

DIVISION 8: ETHICS REVIEW

SECTION 8-01 GUIDANCE BY REFERENCE

The City of San Antonio, Texas Ethics Code contains provisions for the establishment of an ethics review board. Even though such provisions are not included in this code, such provisions may serve as a guide for City Council consideration of ethics violations.

SECTION 8-02 COMPLAINTS

- (a) **Filing.** Any person who believes that there has been a violation of this ethics code may file a sworn complaint with the City Secretary to allege such violations.

A complaint filed in good faith is qualifiedly privileged. A person who knowingly makes a false statement in an ethics complaint is subject to criminal prosecution for perjury or civil liability for the tort of abuse of process.

Assistance. The City Secretary shall provide information to persons who inquire about the process in order to file a complaint.

- (b) **Form.** A complaint filed under this section must be in writing and under oath and must set forth in simple, concise, and direct statements the matters required by the City Secretary.
- (c) **Review by the Mayor and Respondents.** A copy of a complaint shall be promptly forwarded by the City Secretary to the Mayor and City Council. The Mayor shall review the complaint for compliance with the filing requirements of Section 8-02(b) within 5 business days of receipt from the Office of the City Secretary. If the complaint does not substantially comply with the filing requirements, the Mayor shall return the complaint to the complainant with a letter explaining the defects in the complaint.
- (d) The respondent(s) shall also be provided with a copy of the ethics rules and shall be informed:

- (1) that, within fourteen (14) days of receipt of the complaint, he or she may file a sworn response with the City Secretary;
- (2) that failure to file a response does not preclude the City Council from adjudicating the complaint;
- (3) that a copy of any response filed by the respondent(s) will be provided by the City Secretary to the complainant, who may, within seven (7) days of receipt, respond by sworn writing filed with the City Secretary, a copy of which shall be provided by the City Secretary to the respondent(s);
- (4) that the complainant(s) or respondent(s) may request a hearing; and;
- (5) that city officials and employees have a duty to cooperate with the City Council.

Upon receipt, the City Secretary shall forward the response to the Mayor and City Council.

(e) Frivolous Complaint.

- (1) For purposes of this section, a "frivolous complaint" is a sworn complaint that is groundless and brought in bad faith or groundless and brought for the purpose of harassment.
- (2) By a vote of at least two-thirds of those present, the City Council may order a complainant to show cause why the City Council should not determine that the complaint filed by the complainant against a respondent is a frivolous complaint.
- (3) In deciding if a complaint is frivolous, the City Council will be guided by the Texas Rules of Civil Procedure, Rule 13, and interpretations of that rule, and may also consider:
 - (A) the timing of the sworn complaint with respect to when the facts supporting the alleged violation became known or should have become known to the complainant, and with respect to the date of any pending election in which the respondent is a candidate or is involved with a candidacy, if any;
 - (B) the nature and type of any publicity surrounding the filing of the sworn complaint, and the degree of participation by the complainant in publicizing the fact that a sworn complaint was filed with the City Council;
 - (C) the existence and nature of any relationship between the respondent and the complainant before the complaint was filed;
 - (D) if respondent is a candidate for election to office, the existence and nature of any relationship between the complainant and any candidate or group opposing the respondent;

(E) any evidence that the complainant knew or reasonably should have known that the allegations in the complaint were groundless; and

(F) any evidence of the complainant's motives in filing the complaint.

(4) Notice of an order to show cause shall be given to the complainant, with a copy to the respondent, and shall include:

(A) an explanation of why the complaint against a respondent appears to be frivolous; and

(B) the date, time, and place of the hearing to be held under this section.

(5) Before making a determination that a sworn complaint against a respondent is a frivolous complaint, the City Council shall hold a hearing at which the complainant may be heard; the complainant may be accompanied by counsel retained by the complainant.

(6) By a record vote of at least two-thirds of those present after the hearing under subsection (5) of this section, the City Council may determine that a complainant filed a frivolous complaint and may recommend sanctions against that complainant.

(f) Sanctions for Filing Frivolous Complaints.

(1) Before imposing a sanction for filing a frivolous complaint, the City Council shall consider the following factors:

(A) the seriousness of the violation, including the nature, circumstances, consequences, extent, and gravity of the violation;

(B) the sanction necessary to deter future violations; and

(C) any other matters that justice may require.

(2) The City Council may impose the following sanctions:

(A) a civil penalty of not more than \$500.

(B) imposition of attorneys' fees incurred by the respondent of the frivolous complaint;

(C) any other sanction permitted by law.

(3) The City Council may notify the appropriate regulatory or supervisory agency for their appropriate action. This may include a referral to a criminal investigation agency or prosecution entity for investigation of perjury.

(g) Confidentiality. *Ex parte* communications are prohibited.

- (1) The City Council shall not communicate any information about a pending sworn complaint, including whether or not a complaint has been filed, to any person other than the respondent, the complainant, and a witness or potential witness identified by the respondent, the complainant, or another witness or potential witness.
- (2) Information otherwise confidential under this section may be disclosed by entering it into the record of a formal hearing or City Council proceeding.
- (3) Requests for records pertaining to complaints shall be responded to in compliance with the Texas Public Information Act and the Texas Open Meetings Act.

SECTION 8-03 HEARINGS

At any hearing held by the City Council during the investigation or disposition of a complaint, the following rules apply:

- (a) **General Rules.** All witnesses must be sworn and all questioning of witnesses shall be conducted by the members of the City Council. The City Council may establish time limits and other rules relating to the participation of any person in the hearing. No person may be held to have violated the ethics laws unless a majority of the City Council so finds by a preponderance of the evidence.
- (b) **Evidence.** The City Council shall rely on evidence of which a reasonably prudent person commonly relies in the conduct of the person's affairs. The City Council shall further abide by the following:
 - (1) The City Council shall hear evidence relevant to the allegations; and
 - (2) The City Council shall not consider hearsay unless it finds the nature of the information is reliable and useful.
- (c) **The Person Charged (Respondent).** The person charged in the complaint has the right to attend the hearing, the right to make a statement, the right to present witnesses, and the right to be accompanied by legal counsel or another advisor. Only legal counsel to the person charged in the complaint may advise that person during the course of the hearing, but may not speak on his or her behalf, except with the permission of the City Council. The time permitted for presentation will be at the discretion of the City Council.
- (d) **The Complainant.** The complainant has the right to attend the hearing, the right to make a statement, and the right to be accompanied by legal counsel or another advisor. Only legal counsel to the complainant may advise the complainant during the course of the hearing, but may not speak on behalf of the complainant, except with the permission of the City Council. Witnesses may not be presented by the complainant, except with the permission of the City Council. The time permitted for presentation will be at the discretion of the City Council.

SECTION 8-04 DISPOSITION

- (a) **Written Opinion.** The City Council shall issue a decision within ninety (90) days after the filing of a complaint. This deadline shall be extended by any amount of time granted to a respondent pursuant

a respondent's request for additional time to respond or to attend proceedings. The City Council shall state in a written opinion its findings of fact and conclusions of law. The written opinion shall either:

- (1) dismiss the complaint; or
- (2) upon finding that there that there has been a violation of the ethics laws:
 - (A) impose sanctions in accordance with these regulations; or
 - (B) recommend criminal prosecution and/or civil remedies, in accordance with this Rule; or
 - (C) state why no remedial action is imposed or recommended.

If the City Council determines that a violation has occurred, the opinion shall identify in writing the particular rule or rules violated. If the complaint is dismissed, the grounds for the dismissal shall be set forth in the opinion. The failure of the City Council to comply within the above time limits may result in the charge being dismissed for want of prosecution. Prior to such dismissal, the complainant will be given notice and an opportunity to request continuance of the action.

- (b) **Notification.** Copies of the opinion shall be forwarded to the complainant and the person charged in the complaint. A copy of the opinion shall also be forwarded to the City Secretary, who shall make it available as authorized by law.
- (c) **Recommendations.** A recommendation for criminal prosecution shall be forwarded to the appropriate law enforcement agency. (note: Civil remedies covered in subsection (f) below)
- (d) **Similar Charges Barred.** If the complaint is dismissed because the evidence failed to establish a violation of the ethics laws, the City Council shall not entertain any other similar complaint based on substantially the same evidence.
- (e) **Factors Relevant to Sanctions.**
 - (1) **General Violations (Non-Reporting Violations).** In deciding whether to recommend or impose, in the case of a violation of the ethics law, criminal prosecution and/or civil remedies, the City Council shall take into account relevant considerations, including, but not limited to, the following:
 - (a) the culpability of the person charged in the complaint;
 - (b) the harm to public or private interests resulting from the violation;
 - (c) the necessity of preserving public confidence in the conduct of local government;
 - (d) whether there is evidence of a pattern of disregard for ethical obligations; and

- (e) whether remedial action has been taken that will mitigate the adverse effect of the violation.

To impose or recommend sanctions for a first violation of the ethics code, other than a letter of notification, a letter of admonition or a referral to training, the board must find by a preponderance of the evidence that the person acted knowingly, unless otherwise provided by this code.

- (2) **Reporting Requirement Violations.** To impose sanctions, other than a letter of notification, a letter of admonition or a referral to training, for untimely or incomplete submission of reports required by the ethics code, the City Council must determine by a preponderance of the evidence that the person knowingly:

- (a) failed to file the report on time; or
- (b) failed to include in the report information that is required to be included; or
- (c) submitted inaccurate or false information.

Failure to submit a required report or an amended report after receipt of notice of non-compliance by the Office of the City Secretary, the City Attorney's Office or the City Council may be considered evidence of a knowing failure to comply with reporting requirements.

Upon finding a second or subsequent untimely, incomplete or inaccurate submission of reports within a two year period of time, the City Council may issue a letter of reprimand regardless of whether the second or subsequent violation was made knowingly by the filer.

- (f) **Civil Sanctions for Ethics Code Violations.** The following civil remedies may be recommended or imposed by the City Council which finds that the ethics laws have been violated:

- (1) **Disciplinary Action.** City officials (except the Mayor and members of the City Council) and employees who engage in conduct that violates this code may be notified, warned, reprimanded, suspended, or removed from office or employment by the appointing authority, or by a person or body authorized by law to impose such remedies. Disciplinary action under this Section may be imposed in addition to any other penalty or remedy contained in this code of ethics or any other law. Disciplinary action pertaining to the Mayor and members of the City Council is based on state law and the City Charter, and in particular section 3.08 thereof.
- (2) **Suit for Damages or Injunctive Relief.** This code of ethics has been enacted not only to further the policy stated in section 1-01 (Statement of Purpose), but to protect the City and any other person from any losses or increased costs incurred by the City or other person as a result of the violation of these provisions. It is the intent of the City that this ethics code can and should be recognized by a court as a proper basis for a civil cause of action for damages or injunctive relief based upon a violation of its provisions, and that such forms of redress should be available in addition to any other penalty or remedy contained in this code of ethics or any other law. The City Council may refer a violation of the ethics code to the Windcrest City Attorney for consideration of a suit by the city for damages or injunctive relief.

(3) **Disqualification from Contracting or Lobbying.**

(a) If the City Council finds that any person (including business entities and non-profit entities) has intentionally or knowingly violated any provision of the Ethics Code, or has intentionally or knowingly assisted another person in violating any provision of the Ethics Code, or has violated a provision or assisted another in a violation that the person should have known was a violation of the Ethics Code, the City Council may prohibit that person from entering into any contract with the city for a period not to exceed three (3) years.

An entity or nonprofit entity may also be disqualified from contracting based on the conduct of an employee or agent in violation of this code.

(b) It is a violation of this code of ethics:

- (1) for a person debarred from entering into a contract with the city to enter, or attempt to enter, into a contract with the city during the period of disqualification from contracting; or
- (2) for a city official or employee to knowingly assist a violation of Subsection (b)(1) of this rule.

(c) Nothing in this section shall be construed to prohibit any person from receiving a service or benefit, or from using a facility, which is generally available to the public, according to the same terms.

(4) **Recommendation to Void or Ratify Contract.** If the City Council finds that there has been an intentional or knowing violation of any provision of the Ethics Code, or that a person has committed a violation that he or she should have known was a violation of the code that is related to the awarding of a contract, the City Council shall void the contract according to Local Government Code 252.061 Enforcement. Such action shall not affect the imposition of any penalty or remedy contained in this code of ethics or any other law.

(5) **Civil Fine.** The City Council may impose upon any person, whether or not an official or employee of the city, who violates any provision of this code of ethics a fine not exceeding five hundred dollars (\$500).

(6) **Letter of Notification.** The City Council may issue to any person, whether or not an official or employee of the city, when the board finds that a violation of the code of ethics was clearly unintentional or inadvertent. The letter must advise the person to whom it is directed of any steps to be taken to avoid future violations;

(7) **Letter of Admonition.** The City Council may issue to any person, whether or not an official or employee of the city, a letter of admonition when the board finds that the violation of the code of ethics was minor and/or may have been unintentional or inadvertent.

- (8) **Letter of Reprimand.** The City Council may issue to any person, whether or not an official or employee of the city, a letter of reprimand when the board finds that the person has intentionally or knowingly violated the code of ethics.
- (9) **Referral to Ethics Training.** Upon finding of violation of the ethics code, the City Council may require a city official or employee to attend ethics code training.
- (g) **Criminal Prosecution.** The City Council may recommend to the appropriate law enforcement agency criminal prosecution under this section or under Section 171 of the Texas Local Government Law.
- (h) **Appeals.** A decision of the City Council is final unless the person aggrieved by the decision appeals to the state district court in Bexar County no later than thirty days after the date the City Council renders the decision.

If the decision of the City Council is not supported by substantial evidence, the District Court may reverse or affirm the City Council's decision in whole or in part, or may modify the City Council's decision if substantial rights of the aggrieved person have been prejudiced. Costs of an appeal may not be assessed against the Board, individual board members, or the City of Windcrest.

SECTION 8-05 DISTRIBUTION AND TRAINING

- (a) Within thirty (30) days after entering upon the duties of his or her position, every new official or employee shall be furnished with information about this code of ethics. The failure of any person to receive a copy of this code shall have no effect on that person's duty to comply with this code or on the enforcement of its provisions. Upon appointment to a board or commission, such official shall be provided with a copy of the Ethics Code. The Code of Ethics shall be posted on the city's website.
- (b) All city officials, employees, volunteers and contractors shall sign an affidavit which affirms that they have read the ethics code. The affidavit shall be on a form prepared by the City Secretary.
- (c) The City Attorney or designee, in consultation with the City Manager, shall develop educational materials and conduct educational programs for the city officials, employees, former city officials and employees, candidates for public office, persons doing business with the city and lobbyists on the provisions of this code of ethics and Section 171 of the Texas Local Government Law. Such materials and programs shall be designed to maximize understanding of the obligations imposed by these ethics laws.
- (d) The City Manager shall enact an administrative directive requiring that all departments provide their employees with training on the Ethics Code at least once every other calendar year. Training shall be provided to all city departments by video and will include educational materials. Additional presentations shall be offered to any department where necessary to accommodate large numbers of employees.
- (e) The City Attorney shall notify department heads regarding any significant amendments to the Ethics Code within 30 days of adoption. Department heads shall disseminate the information to department employees.

- (f) Information shall be provided to employees terminating city service regarding the restrictions on former city employees in Division 3 of this code.

DIVISION 9: SEVERABILITY

If any provision of this code is found by a court of competent jurisdiction to be invalid or unconstitutional, or if the application of this code to any person or circumstances is found to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this code which can be given effect without the invalid or unconstitutional provision or application.



City of Windcrest Code of Ethics Policy

Code of Ethics Committee Members:

Ronnie Cain, City Manager

Tracy Freimarck, City Secretary

Pastor Malcolm McQueen

Ira L. "Shine" Morgan III

Don Myles

Dan Reese, Fire Chief

Cindy Strzelecki

Statement of Purpose

All persons are entitled to have fair, ethical and accountable local government which earns the public's full confidence for integrity. The strong desire of the City of Windcrest, Texas to fulfill this expectation requires that City Officials, Employees and Volunteers:

- Comply with the letter and spirit of the laws and policies affecting the operations of government;
- Be independent, impartial and fair in their judgment and actions;
- Use their office or position for public good, not for personal gain;
- Recognize the worth of individual City Officials, Employees and Volunteers and appreciate their talents, perspectives and contributions;
- Help create an atmosphere of respect and civility where individual City Officials, City staff and the public are free to express their ideas and work to their full potential;
- Conduct their personal and public affairs with honesty, integrity, fairness and respect for others;
- Respect the dignity and privacy of individuals and organizations;
- Keep the common good as their highest purpose and focus on achieving constructive solutions for public benefit;
- Avoid and discourage conduct which is divisive or harmful to the best interests of Windcrest, Texas;
- Treat all people in a manner they would wish to be treated;

To this end, the Windcrest City Council has adopted this Code of Ethics and Conduct for City Officials, Employees, and Volunteers to assure public confidence in the integrity of local government and its effective and fair operation.

Definitions

The following words, terms and phrases, when used in this Code, shall have the meanings subscribed to them in this section.

Affinity. Relationship by "affinity" ("marriage") is defined in Sections 573.024 and 573.025 of the Texas Government Code.

Benefit. Anything reasonably regarded as pecuniary gain or pecuniary advantage, including a benefit to any other person in whose welfare the beneficiary had a direct and substantial interest.

Business Entity. A sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, a profit or non-profit entity, or any other entity recognized by law.

City Council. The legislative and governing body of the City consisting of the Mayor and City Council members.

City Official. The City Manager, Mayor, any member of the City Council, any department head, any appointed or alternate member of a board, commission, or Committee set up by ordinance, charter, state law or otherwise, on a temporary or permanent basis and any other person appointed by Ordinance as a City Official.

Confidential Government Information. Includes all information held by the City that is not available to the public under the Texas Public Information Act and any information from a meeting closed to the public pursuant to the Texas Open Meetings Act, unless disclosure is permitted under the Open Meetings Act or Public Information Act.

Discretionary Contract. Any contract other than those which by law must be awarded on a low or high qualified bid basis. Discretionary contracts do not include those contracts subject to Section 252.022(a)(7) of the Texas Local Government Code.

Economic Interest. Includes, but is not limited to, legal or equitable property interests in land, chattels, and intangibles, and contractual rights having more than minimal value. Service by a City Official or Employee as an officer, director, advisor, or otherwise active participant in an educational, religious, charitable, fraternal, or civic organization does not create an economic interest in the property of the organization.

Electioneering. Working for the election of a candidate to political office.

Employee. Any person employed by the City, including those individuals on a part-time basis and independent contractors hired by the City for repetitive performance of services, but not independent contractors engaged for occasional services.

Gift. A voluntary transfer of property (including the payment of money) or the conferral of a benefit having pecuniary value (such as the rendition of services or the forbearance of collection on a debt), unless consideration of equal or greater value is received by the donor.

Indirect Ownership. A person “indirectly owns” an equity interest in a business entity where the interest is held through a series of business entities, some of which own interests in others.

Partner. Someone who engages in an activity or undertaking with another. “Partner” includes partners in general partnerships, limited partnerships, and joint ventures. One who shares or takes part with another especially in a venture with shared benefits and shared risks.

Personally and Substantially Participated. To have taken action as an Official, Employee or Volunteer through decision, approval, disapproval, recommendation, advice, investigation or similar action. The fact that the person had responsibility for a matter does not by itself establish that the person “personally and substantially participated” in the matter.

Public Servant: "Public servant" means a person elected, selected, appointed, employed, or otherwise designated as one of the following, even if he has not yet qualified for office or assumed his duties:

- (a.) an officer, Employee, or agent of government;
- (b.) a juror or grand juror; or
- (c.) an arbitrator, referee, or other person who is authorized by law or private written agreement to hear or determine a cause or controversy; or
- (d.) an attorney at law or notary public when participating in the performance of a governmental function; or
- (e.) a candidate for nomination or election to public office; or
- (f.) a person who is performing a governmental function under a claim of right although he is not legally qualified to do so.

Relatives. Spouse, parent, parent-in-law, brother, sister, child, stepchild, grandparent, grandchild, sister/brother-in-law, aunt/uncle, niece/nephew, cousin, domestic partner and relationships created as a result of the domestic partnership that are similar to the family relationships listed (i.e. child of domestic partner).

Representation. A presentation of fact—either by works or by conduct—made to induce someone to act. Representation does not include appearance as a witness in litigation or other official proceedings.

Solicitation. An attempt to obtain subsequent employment or business opportunities includes all forms of proposals and negotiations relating thereto.

Volunteers: Any person who gives his services to the City without any expressed or implied promise of remuneration. Volunteers are required to comply with this Code of Ethics.

1. Act in the Public Interest

Recognizing that stewardship of the public interest must be their primary concern, City Officials, Employees and Volunteers will work for the common good of the people of Windcrest, Texas and not for any private or personal interest when acting on behalf of the City of Windcrest, and they will assure fair and equal treatment of all persons, claims and transactions coming before the Windcrest City Council, Boards, Commissions, and Committees.

2. Comply with the Law

City Officials, Employees and Volunteers should make diligent efforts to become familiar with the many laws of the United States, the State of Texas and the City of Windcrest applicable to the conduct of government personnel in order to discharge their public duties in an exemplary and legal manner. For example, there are state and federal laws applicable to bribery, gifts to public servants, tampering with governmental records, impersonating public servants, misuse of official information, disruption of meetings, official oppression, abuse of official capacity, nepotism, and disclosure of business and property interests among others. It is impossible to include all of those laws in this Code, so those persons connected with the government of the city should seek information about those laws from all available sources. It shall be a violation of this Code of Ethics for a City Official, Employee or Volunteer to violate the laws of the United States, the State of Texas and the City of Windcrest in the performance of such person's public duties.

3. Conduct of City Officials, Employees and Volunteers

The professional and personal conduct of City Officials, Employees and Volunteers must be above reproach and avoid even the appearance of impropriety. City Officials, Employees and Volunteers shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other City Officials, Employees and Volunteers as well as Board, Commission, and Committee members and the public.

4. Respect for Process

City Officials, Employees and Volunteers shall perform their duties in accordance with the policies and rules of order established by the City Charter, City Council and City Manager.

5. Conduct of Public Meetings

City Officials have an obligation to attend meetings and be prepared for public issues; listen courteously and attentively to all public discussions before the body; and focus on the business at hand. They shall refrain from interrupting other speakers, making personal comments not germane to the business of the body, or otherwise interfering with the orderly conduct of meetings. It is expected that City Officials, Employees and Volunteers review material, participate in discussion and base their decisions on the merits and substance of the matter at hand.

6. Contract Personnel

A. A City Official or Employee who, in the course of official duties, has direct supervisory authority over contract personnel shall make reasonable efforts to ensure that the conduct of contract personnel is compatible with the obligations imposed on City Officials and Employees by this Code of Ethics.

1. Contract personnel employed by the City shall comply with all obligations imposed by this Code of Ethics on City Employees, except for restrictions on political activity imposed on City Employees by paragraph 11 of this Code of Ethics. Contract personnel, however, may not engage in political activity using City resources or during duty hours.
2. All contracts for administrative services between the City and independent contractors shall contain a provision requiring the independent contractor to comply with all requirements imposed by this Code on City Employees.

7. Persons Seeking Discretionary Contracts

A. DISCLOSURE OF PARTIES, OWNERS AND CLOSELY RELATED PERSONS

For the purpose of assisting the City in the enforcement of provisions contained in the City Charter and this Code of Ethics, an individual or business entity seeking a discretionary contract from the City is required to disclose in connection with a proposal for a discretionary contract on a form provided by the City:

1. the identity of any individual who would be a party to the discretionary contract;
2. the identity of any business entity that would be a party to the discretionary contract and the name of:
 - a. any individual or business entity that would be a subcontractor on the discretionary contract; and
 - b. any individual or business entity that is known to be a partner or a parent entity of any individual or business entity who would be a party to the discretionary contract, or any subsidiary business entity that is anticipated to be involved in the execution of the contract; and

3. the identity of any lobbyist or public relations firm employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract.

B. SUPPLEMENTATION

An individual or business entity seeking a discretionary contract is required to supplement by addendum in the event there is any change in the information previously submitted by the individual or business entity under this subsection, i.e. change of ownership, change in mailing address, etc.. The individual or business entity seeking a discretionary contract must supplement this filing before the discretionary contract is the subject of City Council action, and no later than five (5) business days after any change about which information is required to be filed.

C. PROHIBITED CONTACTS DURING CONTRACT SOLICITATION PERIOD

A person or entity who seeks or applies for a City contract or any other person acting on behalf of such person or entity, is prohibited from contacting City Officials and Employees regarding such a contract after a Request for Proposal (RFP), Request for Qualification (RFQ), or other solicitation has been released. This no-contact provision shall conclude when the contract is posted as a City Council agenda item. If contact is required with City Officials, Employees and Volunteers, such contact will be done in accordance with procedures incorporated into the RFP, RFQ or other solicitation. Violation of this provision by respondents or their agents may lead to disqualification of their offer from consideration.

8. **Political Advocacy**

City Officials, Employees and Volunteers shall not utilize the City's name, logo or assets for purposes of endorsing any political candidate or business. City Employees and Volunteers shall not engage in electioneering while on the job.

City Employees and Volunteers shall not engage in political activities relating to a campaign for elective office while in uniform or on active duty.

City Employees and Volunteers are prohibited from using their title or position in any advertisement or endorsement of products, persons or activities, without exclusive authorization by the City Council.

9. **Confidential Information**

City Officials, Employees and Volunteers shall respect the confidentiality of information concerning City property, personnel or proceedings of the City. They shall neither disclose confidential information without proper legal authorization, nor use such information to advance their personal interests.

10. **Use of Public Resources**

City Officials, Employees and Volunteers shall not use public resources generally unavailable to the public, such as City staff time, equipment, supplies or facilities, for private gain or personal purposes.

11. Representation of Private Interests

In keeping with their role as stewards of the public interest, City Officials and Employees shall not appear on behalf of the private interests of third parties before the Council or any Board, Commission, Committee, or proceeding of the City.

12. Advocacy

City Officials, Employees and Volunteers shall represent the official policies or positions of the City Council, Board, Commission, or Committee to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, City Officials and Employees shall explicitly state they do not represent their body or the City of Windcrest, nor will they allow the inference that they do.

13. Policy Role of City Officials, Employees and Volunteers

City Officials, Employees and Volunteers shall respect and adhere to the Windcrest City governmental structure as outlined in the City's Charter, Ordinances and the Personnel and Operations Manual. The City Council determines the policies of the City with advice, information and/or analysis from the public, Boards, Commissions, and Committees and City staff. Except for the purpose of inquiry, City Officials, Employees and Volunteers shall not interfere with the administrative functions of the City or the professional duties of the City staff; nor shall they impair the ability of staff to implement City Council policy decisions.

14. Former City Officials, Employees and Volunteers

A. CONTINUING CONFIDENTIALITY

A former City Official, Employee or Volunteer shall not use or disclose confidential government information acquired during service as a City Official, Employee or Volunteer. This rule does not prohibit:

1. Any disclosure or use that is authorized or required by law;
2. The confidential reporting of illegal or unethical conduct to authorities designated by law;
3. Disclosure of information that has been previously made public; and
4. Any disclosure that is no longer confidential by law.

B. SUBSEQUENT REPRESENTATION OF PRIVATE INTERESTS

1. Representation of Private Interests before the City by a Former Board Member. A person who was a member of a Board or other City Body shall not represent any person, group, or entity for a period of one (1) year after the termination of his Official duties:
 - a. Before the Board or Body of which he was a member; or

- b. Before City Staff responsible for making recommendations to, or taking any action on behalf of, that Board or Body, unless the Board or Body is only advisory in nature; or
 - c. Before a Board or other City Body that has appellate jurisdiction over the Board or Body of which the former City Official or Employee was a member, if any issue relates to his former duties.
- 2. Representation of Private Interests before the City by Former City Officials and Employees. A former City Official or Employee shall not represent for compensation any person, private group, or private entity, other than himself, or his spouse or minor children, before the City for a period of one (1) year after termination of his official duties. For purposes of this subsection, the term compensation means money or any other thing of value that is received, or is to be received, in return for or in connection with such representation.
- 3. Improper Representation of Influence. In connection with the representation of private interests before the City, a former City Official, Employee or Volunteer shall not state that he is able to influence City action on any basis other than the merits.
- 4. Representation in Litigation Adverse to the City. A former City Official or Employee shall not, without consent from the City, represent any person, group, or entity, other than himself, or his spouse or minor children, in any litigation to which the City is a party for a period of one (1) year after termination of his official duties, if the interests of that person, group, or entity are adverse to the interests of the City and the matter is one in which the former City Official or Employee personally and substantially participated prior to termination of his official duties.

C. PRIOR PARTICIPATION IN THE NEGOTIATION, AWARD, OR ADMINISTRATION OF CONTRACTS

- 1. A former City Official or Employee shall not, within one (1) year of termination of official duties or employment for the City, perform work on a compensated basis relating to a discretionary City contract, if he personally and substantially participated in the negotiation, award, or administration of the contract.
- 2. During the first year after official duties or employment for the City, a former City Official or Employee, shall disclose to the City Secretary immediately upon knowing that he will perform work on a compensated basis relating to a discretionary City contract for which he did not “Personally and Substantially Participate” in its negotiation, award, or administration.

D. DISCRETIONARY CONTRACTS

- 1. Impermissible Interest in Discretionary Contract or Sale. This subsection applies only to contracts or sales made on a discretionary basis, and does not apply to contracts or sales made on a competitive bid basis. Within one (1) year of the termination of official duties or employment, a former City Official or Employee shall neither have a financial interest, direct or indirect, in any discretionary

contract with the City, nor have a financial interest, direct or indirect, in the sale to the City of any land, materials, supplies, or service. Any violation of this Section, with the knowledge, expressed or implied, of the individual or business entity contracting with the City Council shall render the contract involved voidable by the City Manager or the City Council. A former City Official or Employee has a prohibited “financial interest” in a discretionary contract with the City, or in the sale to the City of land, materials, supplies, or service, if any of the following individuals or entities is a party to the contract or sale:

- a. the former Official or Employee;
 - b. his relative;
 - c. a business entity in which the former Official or Employee, or his parent, child, or spouse, directly or indirectly owns:
 1. ten (10) percent or more of the voting stock or shares of the business entity; or
 2. ten (10) percent or more of the fair market value of the business entity; or
 - d. a business entity of which any individual or entity listed in Subsection a, b, or c is:
 1. a subcontractor on a City contract;
 2. a partner; or
 3. a parent or subsidiary business entity.
2. Exception: Prior Employment or Status. Subsection C of this Section, a former City Official or Employee may upon leaving official duties return to employment or other status enjoyed immediately prior to commencing official City duties.
 3. The City Council may waive the prohibitions contained in this subsection if the City Council determines that a waiver of any prohibition in this subsection would be in the public interest after full disclosure by the contracting party of all relationships between the contracting party and the city regarding the subject matter of the contract

15. Independence of Boards, Commissions, and Committees

Due to the value of the independent advice of Boards, Commissions, and Committees to the public decision-making process, City Officials shall refrain from using their position to influence unduly the deliberations or outcomes of Board, Commission, and Committee proceedings.

16. Positive Work Place Environment

City Officials shall support the maintenance of a positive and constructive work place environment for City Employees, Volunteers and for citizens and businesses dealing with the City. City Officials shall recognize their special role in dealing with City Employees and Volunteers and refrain from creating the perception of inappropriate direction to staff.

17. Compliance, Enforcement, and Enforcement Mechanisms

- A. The Windcrest Texas Code of Ethics and Conduct expresses standards of ethical conduct expected for City Officials, Employees and Volunteers of Windcrest. City Officials, Employees and Volunteers themselves have the primary responsibility to assure that ethical standards are understood and met, and that the public can continue to have full confidence in the integrity of the government.
- B. The Chairs of Boards, Commissions, and Committees and the Mayor have the additional responsibility to intervene when an appointed member of a board, commission or committee's actions appear to be in violation of the Code of Ethics and Conduct and are brought to their attention. The City Manager will intervene when a City Official's, who is a member of the City staff, actions appear to be in violation of the Code of Ethics and Conduct.
- C. The City Council may impose sanctions, such as reprimand, formal censure, or loss of Committee assignment, on City Officials whose conduct does not comply with the City's ethical standards. The City Council also may act to remove members of Boards, Commissions, and Committees from office.
- D. In addition to other remedies provided by law, the following remedies are available with respect to violations of this Code of Ethics:
 - 1. Disciplinary Action. The City Manager may notify, warn, reprimand, suspend, or remove from office or employment any Employee or Volunteer who engage in conduct that violates this Code. Disciplinary action under this provision may be imposed in addition to any other penalty or remedy contained in this Code of Ethics or any other law.
 - 2. Voiding or Ratification of Contract. If it is found upon investigation that there has been a violation of any provision in Section 7 the City Council shall vote on whether to ratify or void the contract. Such action shall not affect the imposition of any penalty or remedy contained in this Code of Ethics or any other law.
 - 3. Disqualification from Contracting.
 - a. Any persons (including business entities and non-profit entities) who intentionally or knowingly violate any provision of this Code related to Persons Doing Business with the City may be prohibited by the City Council from entering into any contract with the City for a period not to exceed three (3) years.
 - b. It is a violation of this Code of Ethics:
 - 1. For a person prohibited from entering into a contract with the City to enter, or attempt to enter, into a contract with the City during the period of disqualification from contracting; or
 - 2. For a City Official to knowingly assist in a violation of Section 17.
 - c. Nothing in this section shall be construed to prohibit any person from receiving a service or benefit, or from using a facility, which is generally available to the public, according to the same terms.

- d. A business entity or nonprofit entity may be disqualified from contracting based on the conduct of an Employee or agent, if the conduct occurred within the scope of the employment or agency.
- E. A person who wishes to file a complaint against a City Official, Employee or Volunteer for violation of this Code of Ethics shall submit a sworn complaint (**attachment 1**) to the City Secretary on a form prepared by the City Secretary for that purpose. The complaint will be kept confidential by the City Secretary to the extent permitted by applicable law. Upon receipt of a sworn complaint, the City Secretary shall forward a copy of the complaint to the appropriate city official for review and possible action and to the person charged in the complaint. Within 10 days of the delivery of the complaint to the person charged in the complaint, the person charged in the complaint may file a sworn response with the City Secretary which will also be forwarded to the appropriate city official and to the complainant. The City Official to whom the City Secretary forwards the complaint and response shall notify the complainant and the person charged in the complaint of any action taken by the official in response to the complaint after review and investigation of the complaint by the Official. The City Official in charge of reviewing and investigating the complaint may refer the matter to another city official, a department head, the City Attorney or the City Council for further investigation or action if the City Official deems such action necessary or appropriate.

18. Administrative Provisions

A. OTHER OBLIGATIONS

- 1. This Code of Ethics is cumulative of and supplemental to applicable City Charter, State and Federal laws and regulations. Compliance with the provisions of this Code of Ethics shall not excuse or relieve any person from any obligation imposed by the City Charter, State or Federal law regarding ethics, financial reporting, lobbying activities, or any other issue addressed herein. (**See Addendum**)
- 2. The city may enforce its personnel policies and rules as therein provided, even though such enforcement may result in a more stringent punishment than is authorized for a violation of this Code of Ethics for the same act.

B. PERIODIC CODE REVIEW

- 1. In accordance with the guidelines in Section 11.03 of the City Charter, the City Council, Boards, Commissions, and Committees shall review this Code of Ethics and shall further consider recommendations from Boards, Commissions, Committees, Employees, Volunteers and Citizens for revision as it becomes necessary.
- 2. The City Secretary shall notify Department Heads regarding any significant amendments to the Code of Ethics within thirty (30) days of adoption. Department Heads shall disseminate the information to Department Employees and Volunteers.

C. IMPLEMENTATION

1. This Code of Ethics shall take effect immediately after passage and the publication of the caption, as the law and City Charter in cases provide. Individuals seated on the City Council and the Mayor and all present and future City Officials, Employees and Volunteers at the time this Code is approved, shall be bound by it immediately after its passage. Their signed acknowledgement of receipt and understanding of this Code shall be submitted to the City Secretary ***(attachment 2)***.
2. Any provision of any ordinance or the Code of Ordinances in conflict herewith is hereby rescinded.

D. SEVERABILITY

If any provision of this Code of Ethics is found by a court of competent jurisdiction to be invalid or unconstitutional, or if the application of this Code to any person or circumstances is found to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this Code of Ethics which can be given effect without the invalid or unconstitutional provision or application.



WINDCREST
TEXAS
1959

Please complete the form and submit it to:

City of Windcrest
Attn: City Secretary
8601 Midcrown
Windcrest, TX 78239

**SWORN COMPLAINT
AND
AFFIDAVIT**

_____, (hereinafter called the "Complainant"), and
Full name of person filing the complaint
who resides at _____
Mailing or street address, including P.O. Box, number, street, City, county, state and zip code
and for his/her Complaint states as follows:

**I.
Name, Title, and Address of Respondent**

The Respondent, _____,
Name of Respondent
Currently _____,
Position or Title of Respondent
Whose address is _____
Mailing or street address, including P.O. Box, umber, street, City, county, state and zip code

**II.
Nature of Violation
(If possible, state the rule, regulation, or law violated)**

(If more space is needed, attach a sheet immediately after this first page and number it as "Page 1(a)".)

Signature of Complainant

Attachment 1

Addendum

1.01 Bribery

It is unlawful for a City Official to intentionally or knowingly offer, confer, or agree to confer on another, or solicit, accept or agree to accept:

- A. any benefit as consideration for a decision, opinion, recommendation, vote, or other exercise of discretion as a City Official; or
- B. any benefit as consideration for a decision, vote, recommendation, or other exercise of official discretion in a judicial or administrative proceeding; or
- C. any benefit as consideration for a violation of a duty imposed by law on a City Official.
- D. any benefit that is a political contribution as defined by Title 15, Election Code, or that is an expenditure made and reported in accordance with Chapter 305, Government Code, if the benefit was offered, conferred, solicited, accepted, or agreed to pursuant to an express agreement to take or withhold a specific exercise of official discretion if such exercise of official discretion would not have been taken or withheld but for the benefit;

Tex. Penal Code Ann. § 36.02 (Vernon 2003)

1.02 Gifts to Public Servants

- A. It is unlawful for a Public Servant to solicit, accept, or agree to accept any benefit from a person the Public Servant knows is subject to regulation, inspection, or investigation by the Public Servant or the City.

Tex. Penal Code Ann. § 36.08(a) (Vernon 2003)

- B. It is unlawful for a person to offer, confer or agree to confer any benefit on a public servant that he knows the public servant is prohibited by law from accepting.

Tex. Penal Code Ann. § 36.09(a) (Vernon 2003)

- C. In the event of litigation involving the City, it is unlawful for any Public Servant to solicit, accept, or agree to accept any benefit from a person against whom the official knows litigation is pending or contemplated by the City.

Tex. Penal Code Ann. § 36.08(c) (Vernon 2003)

- D. It is unlawful for a Public Servant who exercises discretion in connection with contracts, purchases, payments, claims, or other pecuniary transactions of government to solicit, accept, or agree to accept any benefit from a person the Public Servant knows is interested in or likely to become interested in any contract, purchase, payment, claim, or transaction involving the exercise of his discretion.

E. It is unlawful for a Public Servant who has judicial or administrative authority, is employed by or in a tribunal having judicial or administrative authority, or who participates in the enforcement of the tribunal's decision, to solicit, accept, or agree to accept any benefit from a person the Public Servant knows is interested in or likely to become interested in any matter before the Public Servant or tribunal.

F. Exceptions to Gifts to Public Servants

1. Texas Penal Code §§ 36.08 (Gifts to Public Servant) and 36.09 (Offering Gift to Public Servant) do not apply to:

- a. a fee prescribed by law to be received by a Public Servant or any other benefit to which the Public Servant is lawfully entitled or for which he gives legitimate consideration in a capacity other than as a Public Servant;
- b. a gift or other benefit conferred on account of kinship or a personal, professional, or business relationship independent of the official status of the recipient; or
- c. a benefit to a Public Official required to file a statement under Chapter 572, Government Code, or a report under Title 15, Election Code, that is derived from a function in honor or appreciation of the recipient if:
 1. the benefit and the source of any benefit in excess of \$50 is reported in the statement; and
 2. the benefit is used solely to defray the expenses that accrue in the performance of duties or activities in connection with the office which are non-reimbursable by the state or political subdivision;
- d. a political contribution as defined by Title 15, Election Code;
- e. a gift, award, or memento to a member of the legislative or executive branch that is required to be reported under Chapter 305, Government Code;
- f. an item with a value of less than \$50, excluding cash or a negotiable instrument as described by § 3.104, Business & Commerce Code; or
- g. an item issued by a governmental entity that allows the use of property or facilities owned, leased, or operated by the governmental entity.

2. § 36.08 (Gift to Public Servant) does not apply to food, lodging, transportation, or entertainment accepted as a guest and, if the donee is required by law to report those items, reported by the donee in accordance with that law.

3. § 36.09 (Offering Gift to Public Servant) does not apply to food, lodging, transportation, or entertainment accepted as a guest and, if the donor is required by law to report those items, reported by the donor in accordance with that law.

Tex. Penal Code Ann. § 36.10 (Vernon 2003)

1.03 Tampering with Governmental Records

- A. A Person commits an offense if he:
1. knowingly makes a false entry in, or false alteration of, a governmental record;
 2. makes, presents, or uses any record, document, or thing with knowledge of its falsity and with intent that it be taken as a genuine governmental record;
 3. intentionally destroys, conceals, removes, or otherwise impairs the verity, legibility, or availability of a governmental record;
 4. possesses, sells, or offers to sell a governmental record or a blank governmental record form with intent that it be used unlawfully;
 5. makes, presents, or uses a governmental record with knowledge of its falsity;
or
 6. possesses, sells, or offers to sell a governmental record or a blank governmental record form with knowledge that it was obtained unlawfully.
- B. It is an exception to the application of Subsection (A)(3) that the governmental record is destroyed pursuant to legal authorization or transferred under Section 441.204, Government Code. With regard to the destruction of a local government record, legal authorization includes compliance with the provisions of Subtitle C, Title 6, Local Government Code.

Tex. Penal Code Ann. § 37.10 (Vernon 2003)

1.04 Impersonating A Public Servant

- A. A person commits an offense if he:
1. impersonates a Public Servant with intent to induce another to submit to his pretended official authority or to rely on his pretended official acts; or
 2. knowingly purports to exercise any function of a Public Servant or of a City office, including that of a judge and court, and the position or office through which he purports to exercise a function of a Public Servant or City office has no lawful existence under the constitution or laws of this state or of the United States.

Tex. Penal Code Ann. § 37.11 (Vernon Supp. 2007)

1.05 Misuse of Official Information

- A. A City Official commits an offense if, in reliance on information to which he has access by

virtue of his office or employment and that has not been made public, he:

1. acquires or aids another to acquire a pecuniary interest in any property, transaction, or enterprise that may be affected by the information;
 2. speculates or aids another to speculate on the basis of the information; or
 3. as a public servant, including as a principal of a school, coerces another into suppressing or failing to report that information to a law enforcement agency.
- B. A City Official commits an offense if with intent to obtain a benefit or with intent to harm or defraud another, he discloses or uses information for a nongovernmental purpose that:
1. he has access to by means of his office or employment; and
 2. has not been made public.
- C. A person commits an offense if, with intent to obtain a benefit or with intent to harm or defraud another, he solicits or receives from a City Official information that:
1. the City Official has access to by means of his office or employment;
 2. has not been made public.

Tex. Penal Code Ann. § 39.06 (Vernon 2003)

1.06 Disrupting Meeting or Procession

It is unlawful for any person, with intent to prevent or disrupt a lawful meeting, to obstruct or interfere with the meeting by physical action or verbal utterance.

Tex. Penal Code Ann. § 42.05 (Vernon 2003)

1.07 Official Oppression

It is unlawful for a City Official to intentionally subject another to mistreatment or to arrest, detention, search, seizure, dispossession, assessment, or lien that he knows is unlawful, to intentionally deny or impede another in the exercise or enjoyment of any right, privilege, power, or immunity, knowing his conduct is unlawful, or to intentionally subject another to sexual harassment.

Tex. Penal Code Ann. § 39.03 (Vernon 2003)

1.08 Abuse of Official Capacity

It is unlawful for a City Official, with intent to obtain a benefit or with intent to harm or defraud another, to intentionally or knowingly violate a law relating to his office or employment or to misuse government property services, personnel, or any other thing of value belonging to the government that has come into his custody or possession by virtue of his office or employment.

Tex. Penal Code Ann. § 39.02 (Vernon 2003)

1.09 Nepotism

No person related within the second degree of affinity, or within the third degree of consanguinity to any elected officer of the City, or to the City Manager, may be appointed to any office or position, or other service to the City for which they receive compensation. This prohibition does not apply to officers or Employees who have been continuously serving the City or employed by the City for one year or more prior to the election or appointment of the officer related in the prohibited degree.

Windcrest City Charter § 10.3.4 (2007)

1.10 Disclosure of Interest in Property

A. A City Official who has a legal or equitable interest in property that is to be acquired with public funds shall file an affidavit within 10 days before the date on which the property is to be acquired by purchase or condemnation.

B. The affidavit must:

1. state the name of the City Official;
2. state the City Official's office, public title, or job designation;
3. fully describe the property;
4. fully describe the nature, type, and amount of interest in the property, including the percentage of ownership interest;
5. state the date when the person acquired an interest in the property;
6. include a verification as follows: "I swear that the information in this affidavit is personally known by me to be correct and contains the information required by Section 553.002, Government Code"; and
7. contain and acknowledgement of the same type required for recording a deed in the deed records of the county.

C. The affidavit must be filed with:

1. the county clerk of the county in which the City Official resides; and
2. the county clerk of each county in which the property is located.

Tex. Gov't. Code Ann. § 553.002 (Vernon 2004)

STATEMENT OF ACKNOWLEDGEMENT

As a member of the Windcrest City Council or of a Windcrest City Board, Commission or Committee, an Employee, or Volunteer I agree to uphold the Code of Ethics and Conduct.

I affirm that I have read, understand, accept and support the City of Windcrest, Texas Code of Ethics and Conduct.

Council, Board, Commission, Committee, Employee, Volunteer

Position

Signature

Date



Volunteer Fire Department Report for the month of December 2012

Highlights

- The Holiday season was quite busy for WVFD – we responded to four major fires in our area:
 - Thanksgiving – we had an apartment fire on Windsor Oaks
 - Christmas Day – we assisted Converse with a wildland fire – 350 acres
 - Dec 28th – Apartment fire on Willman Way
 - New Year's Eve – Apartment fire on Brothers Lane
 - In all cases the need for mutual aid from other departments was critical in extinguishing the fire.
- Fill the Boot yielded just over \$19,000 – less than last year but still a very good effort. We had two less days of collections – the Friday prior to Fill the Boot and Christmas (we were supporting Converse with their fire). We have critiqued the efforts with the City and are considering some changes for next year to maximize contributions.
- Light Up was a great success for us – in particular the addition of the “Winter Wonderland” and Santa were a great hit.
- Chief Reese passed the Texas Commission on Fire Protection (TCFP) test for Fire Inspector and is now certified by the State of Texas to do Fire Inspections

Goals

- Chief Reese will be meeting with the Fire Officers to set goals for 2013 and review our budget
- WVFD was invited by San Antonio Fire Department to train together in vehicle extrication – that will take place the third week of January.

Summary

During the month of December 2012, the Fire Department responded to 151 calls. 100 EMS, 15 fire and 36 other, which included assists to the public, false alarms, hazardous and good intent calls.

Year to Date Totals (October - December)

	Fire	EMS	Other
City (includes Annex)	2	100	30
County Calls	5	96	32
Other Mutual Aid	2	7	17
Sub-total	9	203	79
December 2012	Fire	EMS	Other
City (includes Annex)	5	47	17
County Calls	4	49	9
Other Mutual Aid	6	4	9

Volunteer Department Report for the month of December 2012

November Sub-total	9	203	79
Grand Total	24	303	114

Total all calls: 441 – Oct to through Dec) Total Calls for 2012 – 1805 (Jan – Dec)

The Windcrest Volunteers provided:

- 1135 hours of scheduled volunteer time for the month of December.
- That equates to an average of 1.6 person staffing 24 hours a day. (Scheduled only does not include the extra time for each volunteer).
- Actual staffing on calls for the month of December
 - 3.29 persons for all calls – EMS and Fire
 - 5.20 persons for Fire only calls

The average response times for the City include calls to the new annexation area, and San Antonio mutual aid calls.

Average response time:

City	59 Calls	03 min. 14 seconds
County	56 Calls	04 min. 38 seconds
Annex	4 Calls	03 min. 45 seconds

▪ Rainfall:

December	.31 inches
Year-to-date	36.63 inches (Jan – Dec)

Respectively submitted to the City Council through the City Manager



January 9, 2013

SIGNATURE

DATE

Please contact me with any questions concerning this report

This reporting is required by the City of Windcrest Charter § 5.02.3(h).



WINDCREST TEXAS

Police Department

Report for the month of December 2012

Highlights

- 1) While handling a theft arrest at a local business, the location received a bomb threat. Location was evacuated; K-9 teams from Windcrest, SAPD and Homeland Security cleared the location. No bomb was found. A possible suspect has been developed.
- 2) Police and Fire responded to a local apartment complex for a structure fire to one of the buildings. No loss of life and no injuries reported. Six apartments were destroyed in the fire. Cause is still under investigation.

Goals

- 1) Purchase and make ready 2 new Police Patrol Units (on-going. One unit being delivered by the dealer was damaged in an accident before delivery was made. Waiting on delivery of a replacement second unit.)

Summary Patrol

Proactive police activities: 2,422	Year to date total : 23,209
Citizen calls for service: 509	Year to date total : 6,212
Felony arrests: 4	Year to date total :58
Misdemeanor arrests: 35	Year to date total : 373
Warrant arrests: 18	Year to date total:221
Moving traffic violations: 58	Year to date total : 4,829
Other non-traffic violations:4	Year to date total :254
Warning Citations: 19	Year to date total : 1027
Briefings, escorts & department tours: 0	Year to date total: 10

Summary Criminal Investigation Division

CID	Total Cases	Inv Assigned	Cases per Inv
2012	72	3	24



WINDCREST

TEXAS

Summary Criminal Investigation Division

	December 2012	Year to Date
Cleared by arrest (Felony)	3	50
Cleared by arrest (Misdemeanor)	28	249
Suspended (Felony)	9	68
Suspended (Misdemeanor)	26	326
Cleared by Exceptional means (Felony)	0	3
Cleared by exceptional means (Misdemeanor)	0	4
Cleared no arrest (Felony)	0	1
Cleared no arrest (Misdemeanor)	0	2
Transferred to other Agency (Felony)	0	0
Transferred to other agency (Misdemeanor)	0	1
Unfounded (Felony)	1	6
Unfounded (Misdemeanor)	0	6
Active (Felony)	1	53
Active (Misdemeanor)	5	71
Total Cases Investigated	72	842

Summary Officer Training

Course	Officer	Training Hours
VIDTAC Basic Training	All Sworn Officers	1
Emotional Survival for Law Enforcement	Clark, O'Brien, Williams	8

Summary Training K9

Training Hours: 20	Year to date training hours: 288
WPD callouts: 0	Year to date WPD callouts: 7
Outside agency callouts: 5	Year to date outside agency callouts: 56
Vehicles searched: 15	Year to date vehicles searched: 162
Arrests: 9	Year to date arrests: 114

Summary Staff Incidents**Special Inquiries / Concerns / Safety Tips**

2012 was a very busy year for the Windcrest Police Department!

While we were very busy with total calls received in 2012, increasing by over 12,200 calls compared to 2011, we experienced a decrease in violent crimes and an overall decrease in property crimes in 2012 compared to 2011. I attribute this success to the unequalled support we received and continue to receive from our City Manager, City Council and Mayor, in regards to hiring, equipment and overall support of public safety, our exceptional use of proactive policing initiatives, and our crime prevention partnership with each of you...the residents of Windcrest.

Arrests in 2012 for alcohol violations, driving while intoxicated, possession of narcotics and weapons violations experienced an increase! I attribute this to our aggressive enforcement stance on crime and zero tolerance for criminal activity in the City of Windcrest. Reporting of suspicious persons and activity increased over the last quarter of 2012 by over fifty percent and I feel this increase is attributed to the new City-Crime Watch Program that started in 2012 and Crime Prevention education. Citizens' Patrol assisted greatly throughout the year as our eyes and ears, and into the holiday season preventing crime throughout the City.

The City of Windcrest, your city...experiences a tremendous range and variety of people moving through our City on a daily basis. Criminals (wolves) continue to watch our gates, but as you can see, we continue to fight hard...strengthening the "Thin Blue Line" in the war on crime! I believe we are sending out a very loud and clear message!

Sincerely,

A.O. "Al" Ballew
Chief of Police

Respectively submitted to the City Council through the City Manager



A. O. "Al" Ballew

January 28, 2012

SIGNATURE

DATE

Please contact me with any questions concerning this report

This reporting is required by the City of Windcrest Charter § 5.02.3(h).

Windcrest Police Department

City of San Antonio
Monthly Area Crime Statistics

2012

**San Antonio	January	February	March	April	May	June	July	August	September	October	November	December	YTD Total
Arson	0	0	0	0	0	0	0	0	0	0	0	0	0
Assault	0	0	0	0	0	0	0	0	0	0	0	0	0
Aggravated Assault	4	3	6	3	5	5	6	5	4	4	3	1	49
Assault Family Vio	0	0	0	0	0	0	0	0	0	0	0	0	0
Burg Building	10	5	7	6	10	0	4	11	7	10	9	6	85
Burg Business	16	16	12	9	9	0	32	7	6	10	6	8	131
Burg Habitation	56	33	49	47	54	33	32	48	42	47	36	50	527
Burg Vehicle	71	62	67	78	76	44	68	53	55	76	53	96	799
Deadly Conduct	4	1	2	1	2	6	4	3	2	6	3	4	38
Homicide	1	0	0	0	0	0	2	0	1	0	1	1	6
Indecency W/Child	1	1	6	2	0	3	2	1	0	2	1	1	20
Injury to Child	0	0	1	0	0	0	0	0	0	0	0	0	1
Robbery Business	2	4	1	1	1	1	1	1	6	1	0	0	19
Robbery Individual	8	14	2	4	8	9	6	9	6	7	2	13	88
Sexual Assault	2	6	5	3	3	5	2	3	4	6	3	3	45
Theft	6	6	4	4	5	6	4	2	2	7	3	4	53
Theft Motor Vehicle	35	12	12	22	22	37	25	23	28	38	23	26	303
VPO	0	0	0	0	0	0	0	0	0	0	0	0	0
Windcrest	January	February	March	April	May	June	July	August	September	October	November	December	YTD Total
Arson	0	0	0	0	0	0	0	0	0	0	0	0	0
Assault	0	0	2	1	3	1	2	1	4	3	0	1	18
Aggravated Assault	0	0	0	0	1	0	0	0	0	0	0	0	1
Assault Family Vio	1	2	1	2	1	2	2	1	0	3	0	1	16
Burg Building	0	0	1	1	2	0	3	0	0	1	1	1	10
Burg Business	1	1	0	0	1	0	0	0	0	0	2	0	5
Burg Habitation	2	1	0	4	2	3	2	1	1	3	1	2	22
Burg Vehicle	10	20	14	13	7	10	13	11	12	9	8	6	133
Deadly Conduct	0	0	2	0	0	0	1	0	0	0	1	0	4
Homicide	0	0	0	1	0	0	0	0	0	0	0	0	1
Indecency W/Child	0	0	0	0	0	0	0	0	0	0	0	0	0
Injury to Child	0	1	0	0	0	0	1	0	0	0	0	0	2
Robbery Business	0	0	0	0	0	0	1	0	1	0	1	0	3
Robbery Individual	0	0	0	0	0	0	0	0	0	0	0	0	0
Sexual Assault	0	0	0	0	0	0	0	0	0	0	0	0	0
Theft	26	13	32	16	17	12	26	14	13	19	14	12	214
Theft Motor Vehicle	4	3	1	2	1	1	2	0	2	0	1	2	19
VPO	0	0	0	0	0	0	0	0	1	0	1	1	3

**The San Antonio crime stats pertain to the following districts: 3250, 3260, 3330, 3340, 3350, and 3360
 SAPD does not track Family Violence Assaults, Misd. Assaults or Misd. Thefts. Windcrest tracks all Assaults and Thefts.

CITY OF WINDCREST ANIMAL CONTROL STATISTICS

	DECEMBER	Running Total	2012/2013
Calls for service	31	33	104
Business Hours	27	30	93
Non Business Hours	4	3	11
Dispatched Calls	23	25	78
Calls from Citizens	4	4	14
Self Initiated	4	4	12

Number of dogs retrieved	9	24	55
Number of dogs returned to owners by staffmembers of the Camelot Animal Hospital			0
Number of dogs returned to owner by Animal Control	7	9	24
Number of dogs taken to Canyon Lake Animal Shelter Society			0
Number of dogs taken to Animal Defense League	2		2
Number of dogs taken to Humane Society of San Antonio			0
Number of dogs adopted out	1	1	2
Number of dogs fostered	7	6	13
Number of dogs euthanized			0
Number of dogs which died from disease or unknown illness			0
Number of dogs still at Camelot Animal Hospital			0
Number of carry-over of dogs from previous month at Alamo Heights Kennel Club	7	0	7
Number of dogs which escaped from Camelot Animal Hospital			0
Number of dogs transfer to Alamo Heights Kennel Club	7		8
Number of dogs taken to Alamo Heights Kennel Club	2	21	39
Number of dogs still at Alamo Heights Kennel Club	2	13	28
Number of dogs returned to owner by Alamo Heights Kennel Club	0	6	6

[illegible]

Breed of dogs retrieved:

Poodle	1	1	2
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1	2
---	---

Beagle		
Chihuahua		1
Husky		
Dachshund		
Mixed		8
Golden Retriever		
Irish Setter		
Mini Pincher		
Cocker Spaniel		
German Shepherd		0
Pit Bull		4
Rottweiler		
Basset Hound		
Pug		0
Schnauzer		
Shih Tzu		0

		0
	1	2
		0
		0
	18	38
		0
		0
		0
		0
		0
	2	2
	4	8
		0
		0
	1	1
		0
	1	1

Number of calls for dogs running at large but were neither Found or caught:		4
---	--	---

	9	20
--	---	----

Number of dogs which had tags		4
Number of dogs with microchip		2

	2	6
		2

Number of cats sterilized		1
---------------------------	--	---

	9	10
--	---	----

ANIMALS AT HIGH RISK FOR RABIES CONSIST OF:		
FOXES, COYOTES, BATS, RACCOONS, SKUNKS		1

		1
--	--	---

Number of animals euthanized due to injury, illness, or were at high risk for the Rabies Virus:		0
---	--	---

		0
--	--	---

Raccoon (sick)		
Cat (sick)		2
Skunk (high risk)		

		0
	1	3
		0

Fox (sick and high risk)		0
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		0
--	--	---

Number of deceased animals disposed:

Cats	3
Possum	1
Raccoon	
Skunks	1
Squirrels	1
Deer	1
Dog	
Duck	1
Owl	
Snake	
Bird	2
Turtle	

2	5
1	6
	0
	1
1	4
1	1
	0
	1
	0
	0
	0
	2
	0

Number of citations Written for Animal Running At Large	7
Number of citations Written for not having animal registered	2
Number of citations for not having animal registered	7

0	7
0	2
0	7

Number of Written Warnings issued for Animal Running At Large	0
Number of Written Warnings issued for failure to Register Animal	0
Number of Written Warnings issued for not having Animal Vaccinated	0

4	4
2	2
2	2

Total cost for animal care for the month	3250.4
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493.8	4811.5
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CITY OF WINDCREST ANIMAL CONTROL / SHELTER PRO DECEMBER 2012 STATISTICS

Incident View: ID:1226716 Status:Complete Citizen:Karl Amrhein Reason:Dog,Stray

Overview	Owner History	Animals Owned	Animal Involved	Location History	Citation(s)	Charges	No Case
Incident ID	1226716			Reported Location			
Logged Date/Time	12-03-2012 14:00:00			Street 230 WINDCREST			
Precinct	6			Apt, Suite, etc.			
Logged by	ANDRES FUENTES			City, ST & Zip WINDCREST TX 78239 0000 USA			
Citizen Making Report		Owner At Origination		Bite Case			
Not Specified		Karl Amrhein		Victim and Case Status			
Link		This person owes us \$0.00		Unlink			
		More					
Stray ☒		Pack ☐		Cruelty ☐			
Dangerous ☐		Sick ☐		Other ☐			
Bite Case ☐		Contained ☐		Dog ☒			
Noise ☐		Neglect ☐		Cat ☐			
Destruction ☐		Abandoned ☐		Other Animal ☐			
Unwanted ☐		Dead Animal ☐		TNR ☐			
Report Notes On 12/03/2012 at approx. 1400 hours I was dispatched to the 200 block of Windcrest for a report of a dog running at large. I made location and I recognized the dog from previous encounter the dog Brown Shepherd mixed from 230							
ACD Dispatched		ANDRES FUENTES		Assigned 12-03-2012 14:02:00		Priority 0 Current Status = COMPLETE	
Final Outcome		RETURN TO OWNER		At location 12-03-2012 14:10:00		Complete 12-03-2012 14:30:00	
Outcome Notes Citation #1193							
Photos							

Expanded Notes View

Expanded notes view for this origination

On 12/03/2012 at approx. 1400 hours I was dispatched to the 200 block of Windcrest for a report of a dog running at large. I made location and I recognized the dog from a previous encounter. The Brown Shepherd mixed dog was from 230 Windcrest. I wrote the owner a citation for dog running large

Incident View: ID:1226773 Status:Complete Citizen:Billy Brown Reason:Dog,Stray

Overview	Owner History	Animals Owned	Animal Involved	Location History	Citation(s)	Charges	No Case
Incident ID	1226773			Reported Location			
Logged Date/Time	12-04-2012 09:00:00			Street 6465 SUNHAVEN			
Precinct	6			Apt, Suite, etc.			
Logged by	ANDRES FUENTES			City, ST & Zip WINDCREST TX 78239 0000 USA			
Citizen Making Report		Owner At Origination		Bite Case			
Not Specified		Billy Brown		Victim and Case Status			
Link		This person owes us \$0.00		Unlink			
		More					
Stray ☒		Pack ☐		Cruelty ☐			
Dangerous ☐		Sick ☐		Other ☐			
Bite Case ☐		Contained ☐		Dog ☒			
Noise ☐		Neglect ☐		Cat ☐			
Destruction ☐		Abandoned ☐		Other Animal ☐			
Unwanted ☐		Dead Animal ☐		TNR ☐			
Report Notes On 12/04/2012 at approx. 0900 hours I was dispatched to the 600 block of Sunhaven for a report of 3 dogs running large I made location and recognize the dog from previous encounters the ar from 646 Sunhaven I contacted the owner and wrote a citation for no register no rabies and running at large							
ACD Dispatched		ANDRES FUENTES		Assigned 12-04-2012 09:02:00		Priority 0 Current Status = COMPLETE	
Final Outcome		RETURN TO OWNER		At location 12-04-2012 09:10:00		Complete 12-04-2012 09:49:29	
Outcome Notes citation # 1192							
Photos							

Expanded Notes View

Expanded notes view for this origination

On 12/04/2012 at approx. 0900 hours I was dispatched to the 600 block of Sunhaven for a report of 3 dogs running at large. I made location and recognize the dog from previous encounters at 646 Sunhaven. I contacted the owner and wrote a citation for no registration, no rabies vaccination tag, and dog and cat running at large.

CITY OF WINDCREST ANIMAL CONTROL / SHELTER PRO DECEMBER 2012 STATISTICS

Incident View: ID:1226972 Status:Complete Reason:Other Animal,Stray

Overview | Owner History | Animals Owned | Animal Involved | Location History | Citation(s) | Charges | No Case

Incident ID: 1226972
 Logged Date/Time: 12-06-2012 11:00:00
 Precinct: 2
 Logged by: ANDRES FUENTES

Reported Location
 Street: 400 WINDWAY
 Apt,Suite,etc.:
 City,ST & Zip: WINDCREST TX 78239 0000 USA

Citizen Making Report
 Not Specified [Link](#)

Owner At Origination
 Not Specified [Link](#)

☐ Bite Case
 Victim and Case Status

☒ Stray
☐ Dangerous
☐ Bite Case
☐ Noise
☐ Destruction
☐ Unwanted

☐ Pack
☐ Sick
☐ Contained
☐ Neglect
☐ Abandoned
☐ Dead Animal

☐ Cruelty
☐ Other
☐ Dog
☐ Cat
☒ Other Animal
☐ TNR

Report Notes
 On 12\06\2012 at approx 1100 hours I was dispatched to the 400 block of Windway for repor of a dog running large. I made location and discover the dog was a Coyote.
 Being a wild animal is not recommended to do anything alone will leave

ACD Dispatched: ANDRES FUENTES Assigned: 12-06-2012 11:05:00 Priority: 0 Current Status = COMPLETE
 Final Outcome: OTHER At location: 12-06-2012 11:15:00 Complete: 12-06-2012 11:35:00

Outcome Notes
Photos

Expanded Notes View

Expanded notes view for this origination

On 12\06\2012 at approx 1100 hours I was dispatched to the 400 block of Windway for repor of a dog running at large. I made location and discover the dog was a Coyote.
 Being a wild animal, it is not recommended that this animal be disturbed.

Incident View: ID:1226777 Status:Complete Reason:Cat,Dead Animal

Overview | Owner History | Animals Owned | Animal Involved | Location History | Citation(s) | Charges | No Case

Incident ID: 1226777
 Logged Date/Time: 12-04-2012 11:50:00
 Precinct: 6
 Logged by: ANDRES FUENTES

Reported Location
 Street: 621 FAWNDALE
 Apt,Suite,etc.:
 City,ST & Zip: WINDCREST TX 78239 0000 USA

Citizen Making Report
 Ruby Rosales
 This person owes us \$0.00 [Unlink](#) [More](#)

Owner At Origination
 Not Specified [Link](#)

☐ Bite Case
 Victim and Case Status

☐ Stray
☐ Dangerous
☐ Bite Case
☐ Noise
☐ Destruction
☐ Unwanted

☐ Pack
☐ Sick
☐ Contained
☐ Neglect
☐ Abandoned
☒ Dead Animal

☐ Cruelty
☐ Other
☐ Dog
☒ Cat
☐ Other Animal
☐ TNR

Report Notes
 On 12/04/2012 at approx 1154 hours I was dipatched to the 621 Fawndale for a report of a dead cat. I made lovation and contacted Mrs. Ruby Rosales she related the 3 dogs on 646 Sunhaven attack hes cat and died after the attack

ACD Dispatched: ANDRES FUENTES Assigned: 12-04-2012 11:54:00 Priority: 0 Current Status = COMPLETE
 Final Outcome: OTHER At location: 12-04-2012 12:05:00 Complete: 12-04-2012 12:30:00

Outcome Notes
Photos

Expanded Notes View

Expanded notes view for this origination

On 12/04/2012 at approx 1154 hours I was dipatched to 621 Fawndale for a report of a dead cat. I made the location and contacted Mrs. Ruby Rosales, who related that 3 dogs on 646 Sunhaven attacked her cat and resulted in the death of the pet feline.

CITY OF WINDCREST ANIMAL CONTROL / SHELTER PRO DECEMBER 2012 STATISTICS

Incident View: ID:1226972 Status:Complete Reason:Other Animal,Stray

Overview | Owner History | Animals Owned | Animal Involved | Location History | Citation(s) | Charges | No Case

Incident ID: 1226972
 Logged Date/Time: 12-06-2012 11:00:00
 Precinct: 2
 Logged by: ANDRES FUENTES

Reported Location
 Street: 400 WINDWAY
 Apt,Suite,etc.:
 City,ST & Zip: WINDCREST TX 78239 - 0000 USA

Citizen Making Report
 Not Specified [Link](#)

Owner At Origination
 Not Specified [Link](#)

☐ Bite Case
 Victim and Case Status

☒ Stray
☐ Dangerous
☐ Bite Case
☐ Noise
☐ Destruction
☐ Unwanted
 ☐ Pack
☐ Sick
☐ Contained
☐ Neglect
☐ Abandoned
☐ Dead Animal
 ☐ Cruelty
☐ Other
☐ Dog
☐ Cat
☒ Other Animal
☐ TNR

Report Notes
 On 12\06\2012 at approx 1100 hours I was dispatched to the 400 block of Windway for report of a dog running at large. I made location and discover the dog was a Coyote.
 Being a wild animal it is not recommended that this animal be disturbed.

ACD Dispatched: ANDRES FUENTES Assigned: 12-06-2012 11:05:00 Priority: 0 Current Status = COMPLETE
 Final Outcome: OTHER At location: 12-06-2012 11:15:00 Complete: 12-06-2012 11:35:00

Outcome Notes
Photos

Expanded Notes View

Expanded notes view for this origination

On 12\06\2012 at approx 1100 hours I was dispatched to the 400 block of Windway for report of a dog running at large. I made the location and discover the dog was a Coyote.

Being a wild animal, it is not recommended that this animal be disturbed.

Incident View: ID:1227078 Status:Complete Reason:Cat,Dead Animal

Overview | Owner History | Animals Owned | Animal Involved | Location History | Citation(s) | Charges | No Case

Incident ID: 1227078
 Logged Date/Time: 12-07-2012 08:56:32
 Precinct: 6
 Logged by: ANDRES FUENTES

Reported Location
 Street: 8206 ROUGHRIDER
 Apt,Suite,etc.:
 City,ST & Zip: WINDCREST TX 78239 - 0000 USA

Citizen Making Report
 Not Specified [Link](#)

Owner At Origination
 Not Specified [Link](#)

☐ Bite Case
 Victim and Case Status

☐ Stray
☐ Dangerous
☐ Bite Case
☐ Noise
☐ Destruction
☐ Unwanted
 ☐ Pack
☐ Sick
☐ Contained
☐ Neglect
☐ Abandoned
☒ Dead Animal
 ☐ Cruelty
☐ Other
☐ Dog
☒ Cat
☐ Other Animal
☐ TNR

Report Notes
 On 12\07\2012 at approx. 0856 hours I was dispatched to the 8206 Roughrider for a report of a dead cat. I made location and picture, no microchip was found. I removed and disposed the cat.

ACD Dispatched: ANDRES FUENTES Assigned: 12-07-2012 09:00:57 Priority: 0 Current Status = COMPLETE
 Final Outcome: OTHER At location: 12-07-2012 09:10:00 Complete: 12-07-2012 09:20:00

Outcome Notes
Photos

Expanded Notes View

Expanded notes view for this origination

On 12\07\2012 at approx. 0856 hours I was dispatched to 8206 Roughrider for a report of a dead cat. I made location and took a picture of the dead animal. I checked the carcass for a microchip but found no microchip. I removed and disposed the cat.

CITY OF WINDCREST ANIMAL CONTROL / SHELTER PRO DECEMBER 2012 STATISTICS

Incident View: ID:1227087 Status:Complete Citizen:Billy Brown Reason:Dog,Stray

Overview | Owner History | Animals Owned | Animal Involved | Location History | Citation(s) | Charges | No Case

Incident ID: 1227087
 Logged Date/Time: 12-08-2012 12:00:25
 Precinct: 6
 Logged by: ANDRES FUENTES

Reported Location
 Street: 646
 SUNHAVEN
 Apt, Suite, etc.:
 City, ST & Zip: WINDCREST TX 78239 0000 USA

Citizen Making Report
 Not Specified

Owner At Origination
 Billy Brown
 This person owes us \$0.00 [Unlink](#) [More](#)

☐ Bite Case
 Victim and Case Status

Stray ☒
 Dangerous ☐
 Bite Case ☐
 Noise ☐
 Destruction ☐
 Unwanted ☐

Pack ☐
 Sick ☐
 Contained ☐
 Neglect ☐
 Abandoned ☐
 Dead Animal ☐

Cruelty ☐
 Other ☐
 Dog ☒
 Cat ☐
 Other Animal ☐
 TNR ☐

Report Notes
 On 12\08\2012 At approx. 1200 hours I was dispatched to the 600 block of Sunhaven for two dogs running large. I made location and were the same dogs from two days ago. I walked to the owner residence and once more time write a citation for the running at large.

ACD Dispatched: ANDRES FUENTES
 Assigned: 12-08-2012 12:05:56
 Priority: 0
 Current Status = COMPLETE

Final Outcome: OTHER
 At location: 12-08-2012 12:10:00
 Complete: 12-08-2012 12:30:00

Outcome Notes
 2 citation was wrote

Photos

Expanded Notes View

Expanded notes view for this origination

On 12\08\2012 At approx. 1200 hours I was dispatched to the 600 block of Sunhaven for two dogs running at large. I made the location and observed the same dogs from two days ago. I walked to the owner's residence and issued a citation for the dogs running at large.

Incident View: ID:1227102 Status:Complete Citizen:Billy Brown Reason:Dog,Stray

Overview | Owner History | Animals Owned | Animal Involved | Location History | Citation(s) | Charges | No Case

Incident ID: 1227102
 Logged Date/Time: 12-08-2012 14:00:00
 Precinct: 6
 Logged by: ANDRES FUENTES

Reported Location
 Street: 6000
 PARKCREST
 Apt, Suite, etc.:
 City, ST & Zip: WINDCREST TX 78239 0000 USA

Citizen Making Report
 Not Specified

Owner At Origination
 Billy Brown
 This person owes us \$0.00 [Unlink](#) [More](#)

☐ Bite Case
 Victim and Case Status

Stray ☒
 Dangerous ☐
 Bite Case ☐
 Noise ☐
 Destruction ☐
 Unwanted ☐

Pack ☐
 Sick ☐
 Contained ☐
 Neglect ☐
 Abandoned ☐
 Dead Animal ☐

Cruelty ☐
 Other ☐
 Dog ☒
 Cat ☐
 Other Animal ☐
 TNR ☐

Report Notes
 On 12\08\2012 at approx. 1400 hours I was dispatched to the Parkcrest and Sunhaven area for a report of two dogs running at large. I made location and the dogs were the same from earlier the same day. I told the owner that took charge of the situation I had written several citations.

ACD Dispatched: ANDRES FUENTES
 Assigned: 12-08-2012 14:00:00
 Priority: 0
 Current Status = COMPLETE

Final Outcome: OTHER
 At location: 12-08-2012 14:15:00
 Complete: 12-08-2012 15:00:00

Outcome Notes

Photos

Expanded Notes View

Expanded notes view for this origination

On 12\08\2012 at approx. 1400 hours I was dispatched to Parkcrest and Sunhaven area for a report of two dogs running at large. I made location and found the same dog from an earlier encounter. The animal owner was issued citations.

CITY OF WINDCREST ANIMAL CONTROL / SHELTER PRO DECEMBER 2012 STATISTICS

Incident View: ID:1227349 Status:Complete Reason:Dog,Stray

Overview | Owner History | Animals Owned | Animal Involved | Location History | Citation(s) | Charges | No Case

Incident ID: 1227349
 Logged Date/Time: 12-10-2012 10:00:25
 Precinct: 5
 Logged by: ANDRES FUENTES

Reported Location
 Street: 8500 EAGLE CREST
 Apt,Suite,etc.:
 City,ST & Zip: WINDCREST TX 78239 0000 USA

Citizen Making Report: Not Specified
 Owner At Origination: Not Specified
 Bite Case: ☐ New View
 Victim and Case Status:

Stray ☒ Pack ☐ Cruelty ☐
 Dangerous ☐ Sick ☐ Other ☐
 Bite Case ☐ Contained ☐ Dog ☒
 Noise ☐ Neglect ☐ Cat ☐
 Destruction ☐ Abandoned ☐ Other Animal ☐
 Unwanted ☐ Dead Animal ☐ TNR ☐

Report Notes: On 12/10/2012 at approx 1000 hours I was dispatched to the 8500 block of Eagle Crest for a report of stray Greyhound. I made location and checked the entire street as well as surrounding streets but was unable to find any dog.

ADO Dispatched: ANDRES FUENTES Assigned: 12-10-2012 10:10:56 Priority: 0 Current Status: COMPLETE
 Final Outcome: ANIMAL NOT FOUND At location: 12-10-2012 10:20:00 Complete: 12-10-2012 10:45:00

Outcome Notes:
 Photos:

Expanded Notes View

Expanded notes view for this origination

On 12/10/2012 at approx 1000 hours I was dispatched to the 8500 block of Eagle Crest for a report of a stray Greyhound. I made location and checked the entire street as well as surrounding streets but was unable to find any dog.

Incident View: ID:1227352 Status:Complete Reason:Dog,Stray

Overview | Owner History | Animals Owned | Animal Involved | Location History | Citation(s) | Charges | No Case

Incident ID: 1227352
 Logged Date/Time: 12-10-2012 08:30:35
 Precinct: 3
 Logged by: ANDRES FUENTES

Reported Location
 Street: 515 WINDING RIDGE
 Apt,Suite,etc.:
 City,ST & Zip: WINDCREST TX 78239 0000 USA

Citizen Making Report: Not Specified
 Owner At Origination: Not Specified
 Bite Case: ☐ New View
 Victim and Case Status:

Stray ☒ Pack ☐ Cruelty ☐
 Dangerous ☐ Sick ☐ Other ☐
 Bite Case ☐ Contained ☐ Dog ☒
 Noise ☐ Neglect ☐ Cat ☐
 Destruction ☐ Abandoned ☐ Other Animal ☐
 Unwanted ☐ Dead Animal ☐ TNR ☐

Report Notes: On 12/10/2012 at approx. 0830 hours I was dispatched to the 515 Winding Ridge for a report of a stray dog on the property. Upon arrival the resident related that the dog had wandered into their backyard.

ADO Dispatched: ANDRES FUENTES Assigned: 12-10-2012 08:30:45 Priority: 0 Current Status: COMPLETE
 Final Outcome: ANIMAL PICKED UP At location: 12-10-2012 08:45:00 Complete: 12-10-2012 09:04:23

Outcome Notes:
 Photos:

Expanded Notes View

Expanded notes view for this origination

On 12/10/2012 at approx. 0830 hours I was dispatched to 515 Winding Ridge for a report of a stray dog on the property. Upon arrival, the resident related that the dog had wandered into their backyard. I took custody of the dog and transported it to the Alamo Heights Kennel Club where it was checked for microchip, none was found it was then photographed and released to a staff member.

CITY OF WINDCREST ANIMAL CONTROL / SHELTER PRO DECEMBER 2012 STATISTICS

Incident View: ID:1227367 Status:Complete Reason:Dead Animal,Other Animal,Stray

Overview | Owner History | Animals Owned | Animal Involved | Location History | Citation(s) | Charges | No Case

Incident ID: 1227367
 Logged Date/Time: 12-10-2012 13:58:59
 Precinct: 3
 Logged by: ANDRES FUENTES

Reported Location
 Street: 500 WINFIELD
 Apt./Suite/etc.:
 City, ST & Zip: WINDCREST TX 78239 0000 USA

Citizen Making Report
 Not Specified [Link](#)

Owner At Origination
 Not Specified [Link](#)

Bite Case
 Victim and Case Status [New](#) [View](#)

☒ Stray
☐ Dangerous
☐ Bite Case
☐ Noise
☐ Destruction
☐ Unwanted

☐ Pack
☐ Sick
☐ Contained
☐ Neglect
☐ Abandoned
☒ Dead Animal

☐ Cruelty
☐ Other
☐ Dog
☐ Cat
☒ Other Animal
☐ TNR

Report Notes
 On 12/10/2012 at approx. 1400 hours I was dispatched to the 500 block of Winfield for a report of a dead Squirrel I removed from the road and disposed of same

ACO Dispatched: ANDRES FUENTES
 Assigned: 12-10-2012 14:00:35
 Priority: 0
 Current Status = COMPLETE
 Final Outcome: ANIMAL PICKED UP
 At location: 12-10-2012 14:15:00
 Complete: 12-10-2012 14:55:00

Outcome Notes
Photos

Expanded Notes View
 Expanded notes view for this origination
 On 12/10/2012 at approx. 1400 hours I was dispatched to the 500 block of Winfield for a report of a dead Squirrel I removed the dead animal from the road and disposed of same said dead animal.

Incident View: ID:1227368 Status:Complete Reason:Dog,Stray

Overview | Owner History | Animals Owned | Animal Involved | Location History | Citation(s) | Charges | No Case

Incident ID: 1227368
 Logged Date/Time: 12-10-2012 09:04:29
 Precinct: 6
 Logged by: ANDRES FUENTES

Reported Location
 Street: 526 WALZEM
 Apt./Suite/etc.:
 City, ST & Zip: WINDCREST TX 78239 0000 USA

Citizen Making Report
 Not Specified [Link](#)

Owner At Origination
 Not Specified [Link](#)

Bite Case
 Victim and Case Status [New](#) [View](#)

☒ Stray
☐ Dangerous
☐ Bite Case
☐ Noise
☐ Destruction
☐ Unwanted

☐ Pack
☐ Sick
☐ Contained
☐ Neglect
☐ Abandoned
☐ Dead Animal

☐ Cruelty
☐ Other
☒ Dog
☐ Cat
☐ Other Animal
☐ TNR

Report Notes
 On 12/10/2012 at approx. 0900 hours I was dispatched to the 526 Walzem for a report of a stray dog running large. I made location and Mr. Gilbert Gonzalez related he found the dog on the 500 block of Walzem and took him to his house and would like to keep it until the owner appears. I checked for a microchip and no microchip was found.

ACO Dispatched: ANDRES FUENTES
 Assigned: 12-10-2012 09:09:24
 Priority: 0
 Current Status = COMPLETE
 Final Outcome: RETURN TO OWNER
 At location: 12-10-2012 09:15:00
 Complete: 12-10-2012 10:00:05

Outcome Notes
 Mr. Gilbert Gonzalez keep the dog and on 12/12/2012 the dog was return to the owner.

Photos

Expanded Notes View
 Expanded notes view for this origination
 On 12/10/2012 at approx. 0900 hours I was dispatched to the 526 Walzem for a report of a stray dog running at large. I made location and Mr. Gilbert Gonzalez related he found the dog on the 500 block of Walzem and took him to his house and would like to keep it until the owner appears. I checked for a microchip and photographed, no microchip was found.

CITY OF WINDCREST ANIMAL CONTROL / SHELTER PRO DECEMBER 2012 STATISTICS

Incident View: ID:1227474 Status:Complete Reason:Cat,Other,Unwanted

Overview | Owner History | Animals Owned | Animal Involved | Location History | Citation(s) | Charges | No Case

Incident ID: 1227474
 Logged Date/Time: 12-11-2012 15:14:00
 Precinct: 6
 Logged by: ANDRES FUENTES

Reported Location
 Street: 602
 Apt, Suite, etc.:
 City, ST & Zip: WINDCREST TX 78239 0000 USA

Citizen Making Report
 Not Specified [Link](#)

Owner At Origination
 Not Specified [Link](#)

Bite Case
 Victim and Case Status

☐ Stray
☐ Dangerous
☐ Bite Case
☐ Noise
☐ Destruction
☒ Unwanted

☐ Pack
☐ Sick
☐ Contained
☐ Neglect
☐ Abandoned
☐ Dead Animal

☐ Cruelty
☒ Other
☐ Dog
☒ Cat
☐ Other Animal
☐ TNR

Report Notes
 On 12/11/2012 at approx 1500 hours I was told that she had problems with cats on es back yard I gave som information of how to make homemade cat repellent. and returned to service

ACD Dispatched: ANDRES FUENTES Assigned: 12-11-2012 15:15:00 Priority: 0 Current Status = COMPLETE
 Final Outcome: OTHER At location: 12-11-2012 15:16:00 Complete: 12-11-2012 15:30:46

Outcome Notes
Photos

Expanded Notes View

Expanded notes view for this origination

On 12/11/2012 at approx 1500 hours I was told that she had problems with cats in the back yard. I gave some information of how to make homemade cat repellent. and returned to service.

Incident View: ID:1227557 Status:Complete Reason:Cat,Dead Animal,Stray

Overview | Owner History | Animals Owned | Animal Involved | Location History | Citation(s) | Charges | No Case

Incident ID: 1227557
 Logged Date/Time: 12-16-2012 14:00:00
 Precinct: 5
 Logged by: ANDRES FUENTES

Reported Location
 Street: 8600
 Apt, Suite, etc.:
 City, ST & Zip: WINDCREST TX 78239 0000 USA

Citizen Making Report
 Not Specified [Link](#)

Owner At Origination
 Not Specified [Link](#)

Bite Case
 Victim and Case Status

☒ Stray
☐ Dangerous
☐ Bite Case
☐ Noise
☐ Destruction
☐ Unwanted

☐ Pack
☐ Sick
☐ Contained
☐ Neglect
☐ Abandoned
☒ Dead Animal

☐ Cruelty
☐ Other
☐ Dog
☒ Cat
☐ Other Animal
☐ TNR

Report Notes
 On 12/16/2012 at approx 1400 hours I was dipache to the 8600 block of Eagle Crest for areport of a Cat ben running ba a car I made location and descober the cat was already dead I checked for microchio and phogrefat no microchin was found I desposed the cat

ACD Dispatched: ANDRES FUENTES Assigned: 12-16-2012 14:00:00 Priority: 0 Current Status = COMPLETE
 Final Outcome: ANIMAL PICKED UP At location: 12-16-2012 14:30:00 Complete: 12-16-2012 15:30:00

Outcome Notes
Photos

Expanded Notes View

Expanded notes view for this origination

On 12/16/2012 at approx 1400 hours I was dipatched to the 8600 block of Eagle Crest for a report of a Cat having been running over by a car. I made location and discovered the cat was already dead. I checked for a microchip and photographed the dead and animal. No microchip was found so I desposed the cat

CITY OF WINDCREST ANIMAL CONTROL / SHELTER PRO DECEMBER 2012 STATISTICS

Incident View: ID:1227734 Status:Complete Reason:Dog,Pack,Stray

Overview | Owner History | Animals Owned | Animal Involved | Location History | Citation(s) | Charges | No Case

Incident ID: 1227734
 Logged Date/Time: 12-13-2012 11:00:00
 Precinct: 4
 Logged by: ANDRES FUENTES

Reported Location
 Street: 650 MOORSIDE
 Apt,Suite,etc.:
 City,ST & Zip: WINOCREST TX 78239 0000 USA

Citizen Making Report
 Not Specified [Link](#)

Owner At Origination
 Not Specified [Link](#)

☐ Bite Case
 Victim and Case Status

☒ Stray
☐ Dangerous
☐ Bite Case
☐ Noise
☐ Destruction
☐ Unwanted

☒ Pack
☐ Sick
☐ Contained
☐ Neglect
☐ Abandoned
☐ Dead Animal

☐ Cruelty
☐ Other
☒ Dog
☐ Cat
☐ Other Animal
☐ TNR

Report Notes
 On 12/13/2012 at approx. 1100 hours I was dispatched to the area of Moorside and Parkcrest for a report of two dogs running at large I made location and checked the entire area but did not locate the dogs.

ACO Dispatched: ANDRES FUENTES
 Assigned: 12-13-2012 11:00:00
 Priority: 0
 Current Status = COMPLETE
 Final Outcome: ANIMAL NOT FOUND
 At location: 12-13-2012 11:10:22
 Complete: 12-13-2012 11:30:00

Outcome Notes
Photos

Expanded Notes View
 Expanded notes view for this origination
 On 12/13/2012 at approx. 1100 hours I was dispatched to the area of Moorside and Parkcrest for a report of two dogs running at large. I made location and checked the entire area but did not locate the dogs.

Incident View: ID:1227735 Status:Complete Reason:Dead Animal,Other,Stray

Overview | Owner History | Animals Owned | Animal Involved | Location History | Citation(s) | Charges | No Case

Incident ID: 1227735
 Logged Date/Time: 12-13-2012 09:32:42
 Precinct: 1
 Logged by: ANDRES FUENTES

Reported Location
 Street: 5500 CROSSWIND
 Apt,Suite,etc.:
 City,ST & Zip: WINDCREST TX 78239 0000 USA

Citizen Making Report
 Not Specified [Link](#)

Owner At Origination
 Not Specified [Link](#)

☐ Bite Case
 Victim and Case Status

☒ Stray
☐ Dangerous
☐ Bite Case
☐ Noise
☐ Destruction
☐ Unwanted

☐ Pack
☐ Sick
☐ Contained
☐ Neglect
☐ Abandoned
☒ Dead Animal

☐ Cruelty
☒ Other
☐ Dog
☐ Cat
☐ Other Animal
☐ TNR

Report Notes
 On 12/13/2012 at approx. 0930 hours I removed a dead Opossum from the road in the 5500 block of Crosswind ans disposed of same.

ACO Dispatched: ANDRES FUENTES
 Assigned: 12-13-2012 09:36:15
 Priority: 0
 Current Status = COMPLETE
 Final Outcome: ANIMAL PICKED UP
 At location: 12-13-2012 09:40:00
 Complete: 12-13-2012 09:42:00

Outcome Notes
Photos

Expanded Notes View
 Expanded notes view for this origination
 On 12/13/2012 at approx. 0930 hours I removed a dead Opossum from the road in the 5500 block of Crosswind ans disposed of same.

CITY OF WINDCREST ANIMAL CONTROL / SHELTER PRO DECEMBER 2012 STATISTICS

Incident View: ID:1228007 Status:Complete Reason:Cat,Sick,Stray

Overview | Owner History | Animals Owned | Animal Involved | Location History | Citation(s) | Charges | No Case

Incident ID: 1228007
 Logged Date/Time: 12-17-2012 12:00:30
 Precinct: 6
 Logged by: ANDRES FUENTES

Reported Location
 Street: 4900 WALZEM
 Apt,Suite,etc.:
 City,ST & Zip: WINDCREST TX 78239 0000 USA

Citizen Making Report: Not Specified
 Owner At Origination: Not Specified
 Bite Case: ☐ New View
 Victim and Case Status:

Stray ☒ Pack ☐ Cruelty ☐
 Dangerous ☐ Sick ☒ Other ☐
 Bite Case ☐ Contained ☐ Dog ☐
 Noise ☐ Neglect ☐ Cat ☒
 Destruction ☐ Abandoned ☐ Other Animal ☐
 Unwanted ☐ Dead Animal ☐ TNR ☐

Report Notes: On 12/17/2012 at approx. 1200 hours I was dispatched to the 4900 block of Walzem for a report of a sick cat I made location and checked the entire area but did not locate the sick cat.

ACD Dispatched: ANDRES FUENTES Assigned: 12-17-2012 12:04:50 Priority: 0 Current Status = COMPLETE
 Final Outcome: ANIMAL NOT FOUND At location: 12-17-2012 12:10:00 Complete: 12-17-2012 12:25:00

Outcome Notes:
 Photos:

Expanded Notes View
 Expanded notes view for this origination
 On 12/17/2012 at approx. 1200 hours I was dispatched to the 4900 block of Walzem for a report of a sick cat. I made location and checked the entire area but did not locate the sick cat.

Incident View: ID:1228010 Status:Complete Reason:Dog,Stray

Overview | Owner History | Animals Owned | Animal Involved | Location History | Citation(s) | Charges | No Case

Incident ID: 1228010
 Logged Date/Time: 12-17-2012 10:12:09
 Precinct: 4
 Logged by: ANDRES FUENTES

Reported Location
 Street: 701 MOORSIDE
 Apt,Suite,etc.:
 City,ST & Zip: WINDCREST TX 78239 0000 USA

Citizen Making Report: Not Specified
 Owner At Origination: Not Specified
 Bite Case: ☐ New View
 Victim and Case Status:

Stray ☒ Pack ☐ Cruelty ☐
 Dangerous ☐ Sick ☐ Other ☐
 Bite Case ☐ Contained ☐ Dog ☒
 Noise ☐ Neglect ☐ Cat ☐
 Destruction ☐ Abandoned ☐ Other Animal ☐
 Unwanted ☐ Dead Animal ☐ TNR ☐

Report Notes: On 12/17/2012 I was dispatched to the 701 Moorside for a report of a German Sheper running at large I made location and a Concerned resident was whid the dog traien to piche wo tyhe dogs she and I was unable to do so hnt the dogs was return to hock eard and I assure the fans

ACD Dispatched: ANDRES FUENTES Assigned: 12-17-2012 10:14:36 Priority: 0 Current Status = COMPLETE
 Final Outcome: RETURN TO OWNER At location: 12-17-2012 10:20:00 Complete: 12-17-2012 10:35:00

Outcome Notes:
 Photos:

Expanded Notes View
 Expanded notes view for this origination
 On 12/17/2012 I was dispatched to 701 Moorside for a report of a German Sheperd running at large. I made location and a Concerned resident was with the dog. I was unable to picked up the dog with the assistance of the concerned citizen. However, the dog was return to its backyard.

CITY OF WINDCREST ANIMAL CONTROL / SHELTER PRO DECEMBER 2012 STATISTICS

Incident View: ID:1228016 Status:Complete Reason:Cat,Pack,Stray

Overview | Owner History | Animals Owned | Animal Involved | Location History | Citation(s) | Charges | No Case

Incident ID: 1228016
 Logged Date/Time: 12-17-2012 10:03:17
 Precinct: 2
 Logged by: ANDRES FUENTES

Reported Location
 Street: 205 CLOUNDMONT
 Apt,Suite,etc.:
 City,ST & Zip: WINDCREST TX 78239 0000 USA

Citizen Making Report
 Not Specified [Link](#)

Owner At Origination
 Not Specified [Link](#)

Bite Case
 Victim and Case Status

☒ Stray
☐ Dangerous
☐ Bite Case
☐ Noise
☐ Destruction
☐ Unwanted

☒ Pack
☐ Sick
☐ Contained
☐ Neglect
☐ Abandoned
☐ Dead Animal

☐ Cruelty
☐ Other
☐ Dog
☒ Cat
☐ Other Animal
☐ TNR

Report Notes
 On 12\17\2012 at approx. 1000 hours I was dispatched to the 205 Clounmont for a report of a pack of 12 cats on the fron doar of the house. I made location and no cast was fuond so I return to service

ACD Dispatched: ANDRES FUENTES
 Assigned: 12-17-2012 10:05:00
 Priority: 0
 Current Status = COMPLETE
 Final Outcome: ANIMAL NOT FOUND
 At location: 12-17-2012 10:15:00
 Complete: 12-17-2012 10:30:00

Outcome Notes
Photos

Expanded Notes View
 Expanded notes view for this origination
 On 12\17\2012 at approx. 1000 hours I was dispatched to 205 Clounmont for a report of a pack of 12 cats at the front door of the house. I made location and no cast was fuond so I return to service

Incident View: ID:1228028 Status:Complete Citizen:Lic Dick Reason:Dog,Stray

Overview | Owner History | Animals Owned | Animal Involved | Location History | Citation(s) | Charges | No Case

Incident ID: 1228028
 Logged Date/Time: 12-19-2012 15:30:19
 Precinct: 4
 Logged by: ANDRES FUENTES

Reported Location
 Street: 529 BALFORT
 Apt,Suite,etc.:
 City,ST & Zip: WINDCREST TX 78239 0000 USA

Citizen Making Report
 Not Specified [Link](#)

Owner At Origination
 Lic Dick
 This person owes us \$0.00 [Unlink](#) [More](#)

Bite Case
 Victim and Case Status

☒ Stray
☐ Dangerous
☐ Bite Case
☐ Noise
☐ Destruction
☐ Unwanted

☐ Pack
☐ Sick
☐ Contained
☐ Neglect
☐ Abandoned
☐ Dead Animal

☐ Cruelty
☐ Other
☒ Dog
☐ Cat
☐ Other Animal
☐ TNR

Report Notes
 On 12\19\2012 at approx. 1530 hours I was dispatched to the 529 Balfort for a report of a dog fuond I made location and Mrs. Beky has a Yorky she fuond in the 500 block of Balfor I made a photograf and checked for microchin but no one was fuond! The dnn was from the neighhnr next dnnr

ACD Dispatched: ANDRES FUENTES
 Assigned: 12-19-2012 15:31:29
 Priority: 0
 Current Status = COMPLETE
 Final Outcome: RETURN TO OWNER
 At location: 12-19-2012 15:40:00
 Complete: 12-19-2012 16:30:00

Outcome Notes
Photos

Expanded Notes View
 Expanded notes view for this origination
 On 12\19\2012 at approx. 1530 hours I was dispatched to 529 Balfor for a report of a dog found. I made location and Mrs. Becky had a Yorky she found in the 500 block of Balfor I took a photograph and checked for a microchip, but no chip was found. The dog was from the next door neighbor.

CITY OF WINDCREST ANIMAL CONTROL / SHELTER PRO DECEMBER 2012 STATISTICS

Incident View: ID:1228197 Status:Complete Reason:Dog,Stray

Overview | Owner History | Animals Owned | Animal Involved | Location History | Citation(s) | Charges | No Case

Incident ID: 1228197
 Logged Date/Time: 12-19-2012 10:28:06
 Precinct: 4
 Logged by: ANDRES FUENTES

Reported Location
 Street: 434 BALFOUR
 Apt,Suite,etc.:
 City,ST & Zip: WINDCREST TX 78239 0000 USA

Citizen Making Report
 Not Specified [Link](#)

Owner At Origination
 Not Specified [Link](#)

☐ Bite Case
 Victim and Case Status

☒ Stray
☐ Dangerous
☐ Bite Case
☐ Noise
☐ Destruction
☐ Unwanted

☐ Pack
☐ Sick
☐ Contained
☐ Neglect
☐ Abandoned
☐ Dead Animal

☐ Cruelty
☐ Other
☒ Dog
☐ Cat
☐ Other Animal
☐ TNR

Report Notes
 On 12/19/2012 I saw a dog on the 400 block of Balfour running at large I picked up and a microchip was found so I call the Number and Mr. Dewayne was the owner of the dog I delivered to the house on 434 Balfour return to the owner

ACD Dispatched: ANDRES FUENTES Assigned: 12-19-2012 10:29:35 Priority: 0 Current Status = COMPLETE
 Final Outcome: RETURN TO OWNER At location: 12-19-2012 10:29:45 Complete: 12-19-2012 11:00:00

Outcome Notes
Photos

Expanded Notes View

Expanded notes view for this origination

On 12/19/2012 I saw a dog on the 400 block of Balfour running at large. I picked up the dog and check for a microchip. The animal was found to have an embedded microchip, which revealed owner information. I was able to contact the registered owner by the listed phone number. I delivered to returned to missing pet to Mr. Dewayne located at 434 Balfour.

Incident View: ID:1228383 Status:Complete Reason:Dog,Stray

Overview | Owner History | Animals Owned | Animal Involved | Location History | Citation(s) | Charges | No Case

Incident ID: 1228383
 Logged Date/Time: 12-21-2012 08:55:00
 Precinct: 6
 Logged by: ANDRES FUENTES

Reported Location
 Street: 7900 IH 35N
 Apt,Suite,etc.:
 City,ST & Zip: WINDCREST TX 78239 0000 USA

Citizen Making Report
 Not Specified [Link](#)

Owner At Origination
 Not Specified [Link](#)

☐ Bite Case
 Victim and Case Status

☒ Stray
☐ Dangerous
☐ Bite Case
☐ Noise
☐ Destruction
☐ Unwanted

☐ Pack
☐ Sick
☐ Contained
☐ Neglect
☐ Abandoned
☐ Dead Animal

☐ Cruelty
☐ Other
☒ Dog
☐ Cat
☐ Other Animal
☐ TNR

Report Notes
 On 12/21/2012 at approx. 0855 hours I was dispatched to 7900 IH 35N for a report of a dog running at large I made location and checked the area of Rackspace and the Olive Garden but did not locate the dog

ACD Dispatched: ANDRES FUENTES Assigned: 12-21-2012 08:55:05 Priority: 0 Current Status = COMPLETE
 Final Outcome: ANIMAL NOT FOUND At location: 12-21-2012 09:05:00 Complete: 12-21-2012 09:30:09

Outcome Notes
Photos

Expanded Notes View

Expanded notes view for this origination

On 12/21/2012 at approx. 0855 hours I was dispatched to 7900 IH 35N for a report of a dog running at large. I made location and checked the area of Rackspace and the Olive Garden business, but did not locate the dog.

CITY OF WINDCREST ANIMAL CONTROL / SHELTER PRO DECEMBER 2012 STATISTICS

Incident View: ID:1228386 Status:Complete Reason:Dog,Stray

Overview | Owner History | Animals Owned | Animal Involved | Location History | Citation(s) | Charges | No Case

Incident ID: 1228386
 Logged Date/Time: 12-21-2012 09:55:00
 Precinct: 4
 Logged by: ANDRES FUENTES

Reported Location
 Street: 8601 MIDCROWN
 Apt.Suite,etc.:
 City,ST & Zip: WINDCREST TX 78239 0000 USA

Citizen Making Report: Not Specified
 Owner At Origination: Not Specified
 Bite Case: ☐ New View
 Victim and Case Status:

Stray ☒ Dangerous ☐ Bite Case ☐ Noise ☐ Destruction ☐ Unwanted ☐
 Pack ☐ Sick ☐ Contained ☐ Neglect ☐ Abandoned ☐ Dead Animal ☐
 Cruelty ☐ Other ☐ Dog ☒ Cat ☐ Other Animal ☐ TNR ☐

Report Notes: On 12/21/2012 at approx. 0955 hours I was dispatched to the 8601 Midcrown for a report of a dog some one brought to City Hall I made location and picked up the dog checked for microchip and photographed and transported in the Alamo Heights Kennel Club and released in a staff member

ACD Dispatched: ANDRES FUENTES Assigned: 12-21-2012 09:55:00 Priority: 0 Current Status = COMPLETE
 Final Outcome: ANIMAL PICKED UP At location: 12-21-2012 10:00:00 Complete: 12-21-2012 12:00:00

Outcome Notes:
 Photos:

Expanded Notes View

Expanded notes view for this origination

On 12/21/2012 at approx. 0955 hours I was dispatched to the 8601 Midcrown for a report of a dog some one brought to City Hall I made location and picked up the dog and checked for microchip. The animal was photographed and transported to the Alamo Heights Kennel Club and released to a staff member.

Incident View: ID:1228387 Status:Complete Reason:Dead Animal,Other Animal

Overview | Owner History | Animals Owned | Animal Involved | Location History | Citation(s) | Charges | No Case

Incident ID: 1228387
 Logged Date/Time: 12-21-2012 07:00:00
 Precinct: 3
 Logged by: ANDRES FUENTES

Reported Location
 Street: 9300 JIM SEAL
 Apt.Suite,etc.:
 City,ST & Zip: WINDCREST TX 78239 0000 USA

Citizen Making Report: Not Specified
 Owner At Origination: Not Specified
 Bite Case: ☐ New View
 Victim and Case Status:

Stray ☐ Dangerous ☐ Bite Case ☐ Noise ☐ Destruction ☐ Unwanted ☐
 Pack ☐ Sick ☐ Contained ☐ Neglect ☐ Abandoned ☐ Dead Animal ☒
 Cruelty ☐ Other ☐ Dog ☐ Cat ☐ Other Animal ☒ TNR ☐

Report Notes: On 12/21/2012 at approx. 0700 hours I removed a dead bird from the 9300 block of Jim Seal and disposed of same.

ACD Dispatched: ANDRES FUENTES Assigned: 12-21-2012 07:00:06 Priority: 0 Current Status = COMPLETE
 Final Outcome: ANIMAL PICKED UP At location: 12-21-2012 07:03:00 Complete: 12-21-2012 07:10:00

Outcome Notes:
 Photos:

Expanded Notes View

Expanded notes view for this origination

On 12/21/2012 at approx. 0700 hours I removed a dead bird from the 9300 block of Jim Seal and disposed of same.

CITY OF WINDCREST ANIMAL CONTROL / SHELTER PRO DECEMBER 2012 STATISTICS

Incident View: ID:1228868 Status:Complete Reason:Dead Animal,Other,Other Animal

Overview | Owner History | Animals Owned | Animal Involved | Location History | Citation(s) | Charges | No Case

Incident ID: 1228868

Logged Date/Time: 12-26-2012 07:30:33

Precinct: 3

Logged by: ANDRES FUENTES

Reported Location

Street: 9300 JIM SEAL

Apt,Suite,etc:

City,ST & Zip: WINDCREST TX 78239 0000 USA

Citizen Making Report

Not Specified

Owner At Origination

Not Specified

Bite Case

Victim and Case Status

Stray ☐ **Pack** ☐ **Cruelty** ☐

Dangerous ☐ **Sick** ☐ **Other** ☒

Bite Case ☐ **Contained** ☐ **Dog** ☒

Noise ☐ **Neglect** ☐ **Cat** ☐

Destruction ☐ **Abandoned** ☐ **Other Animal** ☒

Unwanted ☐ **Dead Animal** ☒ **TNR** ☐

Report Notes

On 12/26/2012 at approx. 0730 hours I removed a dead bird from the 9300 block of Jim Seal and disposed of same.

ACD Dispatched ANDRES FUENTES Assigned: 12-26-2012 07:30:33 Priority: 0 Current Status = COMPLETE

Final Outcome ANIMAL PICKED UP At location: 12-26-2012 07:33:00 Complete: 12-26-2012 07:40:00

Outcome Notes

Photos

Expanded Notes View

Expanded notes view for this origination

On 12/26/2012 at approx. 0730 hours I removed a dead bird from the 9300 block of Jim Seal and disposed of same

Incident View: ID:1228881 Status:Complete Citizen:Anna Chavira Reason:Dog,Stray

Overview | Owner History | Animals Owned | Animal Involved | Location History | Citation(s) | Charges | No Case

Incident ID: 1228881

Logged Date/Time: 12-26-2012 11:00:00

Precinct: 2

Logged by: ANDRES FUENTES

Reported Location

Street: 5534 CROSSWIND

Apt,Suite,etc:

City,ST & Zip: WINDCREST TX 78239 0000 USA

Citizen Making Report

Not Specified

Owner At Origination

Anna Chavira

This person owes us: \$0.00

Bite Case

Victim and Case Status

Stray ☒ **Pack** ☐ **Cruelty** ☐

Dangerous ☐ **Sick** ☐ **Other** ☐

Bite Case ☐ **Contained** ☐ **Dog** ☒

Noise ☐ **Neglect** ☐ **Cat** ☐

Destruction ☐ **Abandoned** ☐ **Other Animal** ☐

Unwanted ☐ **Dead Animal** ☐ **TNR** ☐

Report Notes

On 12/26/2012 at approx. 1100 hours Mr. Bill Lambirdes brought a dog to the Citu Hall . I picked at the dog and a tag was fuond with a phone number I call and Mrs. Anna Chavira answer and I communicated to her that I had its rinn minutes later she picked up the animal

ACD Dispatched ANDRES FUENTES Assigned: 12-26-2012 11:00:10 Priority: 0 Current Status = COMPLETE

Final Outcome RETURN TO OWNER At location: 12-26-2012 11:05:00 Complete: 12-26-2012 11:30:39

Outcome Notes

Photos

Expanded Notes View

Expanded notes view for this origination

On 12/26/2012 at approx. 1100 hours Mr. Bill Lambirdes brought a dog to the City Hall. I picked up the dog and a tag was fuond with a phone number. I call Mrs. Anna Chavira who answered and I communicated to her that I had her pet dog. minutes later she picked up the animal

CITY OF WINDCREST ANIMAL CONTROL / SHELTER PRO DECEMBER 2012 STATISTICS

Incident View: ID:1228889 Status:Complete Citizen:Juana Pantoja Reason:Dog,Stray

Overview | Owner History | Animals Owned | Animal Involved | Location History | Citation(s) | Charges | No Case

Incident ID: 1228889
 Logged Date/Time: 12-26-2012 10:00:00
 Precinct: 1
 Logged by: ANDRES FUENTES

Reported Location
 Street: 202 WEATHER COOCK
 Apt,Suite,etc.:
 City,ST & Zip: WINDCREST TX 78239 0000 USA

Citizen Making Report
 Not Specified [Link](#)

Owner At Origination
 Juana Pantoja
 This person owes us \$0.00 [Unlink](#) [More](#)

Bite Case
 Victim and Case Status

☒ Stray
☐ Dangerous
☐ Bite Case
☐ Noise
☐ Destruction
☐ Unwanted
☐ Pack
☐ Sick
☐ Contained
☐ Neglect
☐ Abandoned
☐ Dead Animal
☐ Cruelty
☐ Other
☒ Dog
☐ Cat
☐ Other Animal
☐ TNR

Report Notes
 On 12\26\2012 at approx. 1000 hours I giving to follow up a previous day's incident a citations was given for no registration and running at large

ACO Dispatched: ANDRES FUENTES
 Assigned: 12-26-2012 10:00:40
 Priority: 0
 Current Status = COMPLETE
 Final Outcome: OTHER
 At location: 12-26-2012 10:10:00
 Complete: 12-26-2012 10:30:00
 Outcome Notes: 4 citations was given
 Photos

Expanded Notes View
 Expanded notes view for this origination
 On 12\26\2012 at approx. 1000 hours I followed up a previous day's incident. A citations was given for no registration and running at large

Incident View: ID:1228895 Status:Complete Reason:Dog,Stray

Overview | Owner History | Animals Owned | Animal Involved | Location History | Citation(s) | Charges | No Case

Incident ID: 1228895
 Logged Date/Time: 12-26-2012 13:26:31
 Precinct: 4
 Logged by: ANDRES FUENTES

Reported Location
 Street: 617 MOORSIDE
 Apt,Suite,etc.:
 City,ST & Zip: WINDCREST TX 78239 0000 USA

Citizen Making Report
 Not Specified [Link](#)

Owner At Origination
 Not Specified [Link](#)

Bite Case
 Victim and Case Status

☒ Stray
☐ Dangerous
☐ Bite Case
☐ Noise
☐ Destruction
☐ Unwanted
☐ Pack
☐ Sick
☐ Contained
☐ Neglect
☐ Abandoned
☐ Dead Animal
☐ Cruelty
☐ Other
☒ Dog
☐ Cat
☐ Other Animal
☐ TNR

Report Notes
 On 12\26\2012 at approx. 1330 hours I was dispatched to the 600 block of Moorside for report of a dog running at large. I made lovation and checked the entire area but not locate the dog.

ACO Dispatched: ANDRES FUENTES
 Assigned: 12-26-2012 13:28:57
 Priority: 0
 Current Status = COMPLETE
 Final Outcome: ANIMAL NOT FOUND
 At location: 12-26-2012 13:35:00
 Complete: 12-26-2012 14:00:00
 Outcome Notes
 Photos

Expanded Notes View
 Expanded notes view for this origination
 On 12\26\2012 at approx. 1330 hours I was dispatched to the 600 block of Moorside for report of a dog running at large. I made a location and checked the entire area but was unable to locate the dog.

CITY OF WINDCREST ANIMAL CONTROL / SHELTER PRO DECEMBER 2012 STATISTICS

Incident View: ID:1228987 Status:Complete Reason:Dog

Overview | Owner History | Animals Owned | Animal Involved | Location History | Citation(s) | Charges | No Case

Incident ID: 1228987
 Logged Date/Time: 12-27-2012 12:40:34
 Precinct: 3
 Logged by: ANDRES FUENTES

Reported Location
 Street: 8601 MIDCROWN
 Apt./Suite/etc.:
 City, ST & Zip: WINDCREST, TX 78239 0000 USA

Citizen Making Report
 Not Specified [Link](#)

Owner At Origination
 Not Specified [Link](#)

Bite Case
 Victim and Case Status

☐ Stray
☐ Dangerous
☐ Bite Case
☐ Noise
☐ Destruction
☐ Unwanted

☐ Pack
☐ Sick
☐ Contained
☐ Neglect
☐ Abandoned
☐ Dead Animal

☐ Cruelty
☐ Other
☒ Dog
☐ Cat
☐ Other Animal
☐ TNR

Report Notes

ACD Dispatched: ANDRES FUENTES Assigned: 12-27-2012 12:41:38 Priority: 0 Current Status = COMPLETE
 Final Outcome: RETURN TO OWNER At location: 12-27-2012 12:42:00 Complete: 12-27-2012 13:41:42

Outcome Notes
 On 12/27/2012 at approx. 1230 hours I was advised the Mr. Robert Elkey was at the City Hall for a report of a loose dog. I spoke to him and he told me that his dog was missing from last night.

Expanded Notes View

Expanded Notes view for this outcome

On 12/27/2012 at approx. 1230 hours I was advised that Mr. Robert Elkey was at the City Hall for a report of a loose dog. I spoke to him and he told me that his dog was missing since last night. I asked for the description of the dog and place in the City Web side.

Incident View: ID:1228994 Status:Complete Citizen:Miriam Guzman Reason:Dog,Stray

Overview | Owner History | Animals Owned | Animal Involved | Location History | Citation(s) | Charges | No Case

Incident ID: 1228994
 Logged Date/Time: 12-27-2012 09:24:09
 Precinct: 3
 Logged by: ANDRES FUENTES

Reported Location
 Street: 626 WEATHERLY
 Apt./Suite/etc.:
 City, ST & Zip: WINDCREST, TX 78239 0000 USA

Citizen Making Report
 Not Specified [Link](#)

Owner At Origination
 Miriam Guzman
 This person owes us \$5.00 [Unlink](#) [More](#)

Bite Case
 Victim and Case Status

☒ Stray
☐ Dangerous
☐ Bite Case
☐ Noise
☐ Destruction
☐ Unwanted

☐ Pack
☐ Sick
☐ Contained
☐ Neglect
☐ Abandoned
☐ Dead Animal

☐ Cruelty
☐ Other
☒ Dog
☐ Cat
☐ Other Animal
☐ TNR

Report Notes
 On 12/27/2012 I received a call from Mrs. Miriam Guzman that his dog had been lost. I told her that I would put on the City Web side, and also I would be looking for it.

ACD Dispatched: ANDRES FUENTES Assigned: 12-27-2012 09:35:50 Priority: 0 Current Status = COMPLETE
 Final Outcome: OTHER At location: 12-27-2012 09:40:00 Complete: 12-27-2012 09:45:00

Outcome Notes
 The dog was a Lab Mixed

Expanded Notes View

Expanded notes view for this origination

On 12/27/2012 I received a call from Mrs. Miriam Guzman that her dog had been lost. I told her that I would put the animal description on the City Web site, and also I would be looking for it.

CITY OF WINDCREST ANIMAL CONTROL / SHELTER PRO DECEMBER 2012 STATISTICS

Incident View: ID:1229864 Status:Complete Reason:Dog,Stray

Overview | Owner History | Animals Owned | Animal Involved | Location History | Citation(s) | Charges | No Case

Incident ID: 1229864
 Logged Date/Time: 12-25-2012 10:00:00
 Precinct: 4
 Logged by: ANDRES FUENTES

Reported Location
 Street: 530 FENWICK
 Apt,Suite,etc.:
 City,ST & Zip: WINDCREST TX 78239 0000 USA

Citizen Making Report
 Not Specified [Link](#)

Owner At Origination
 Not Specified [Link](#)

Bite Case
 Victim and Case Status

☒ Stray
☐ Dangerous
☐ Bite Case
☐ Noise
☐ Destruction
☐ Unwanted
☐ Pack
☐ Sick
☐ Contained
☐ Neglect
☐ Abandoned
☐ Dead Animal
☐ Cruelty
☐ Other
☒ Dog
☐ Cat
☐ Other Animal
☐ TNR

Report Notes
 On 12/25/2012 at approx. 1000 hours I was dispatched to the 530 Fenwick for report of two dogs on the property. Upon arrival Mr. Ted Dumont related the two dogs had wandered into their backyard and stayed. He related that the owners took custody of the dogs because they had already called the number that appeared in one of the collars of the dogs.

ACD Dispatched: ANDRES FUENTES Assigned: 12-25-2012 10:00:05 Priority: 0 Current Status = COMPLETE
 Final Outcome: RETURN TO OWNER At location: 12-25-2012 10:45:00 Complete: 12-25-2012 11:15:00

Outcome Notes
 The dogs return to the owner on 12/25/2012 at approx. 1200 hours

Expanded Notes View

Expanded notes view for this origination

On 12/25/2012 at approx. 1000 hours I was dispatched to 530 Fenwick for report of two dogs on the property. Upon arrival Mr. Ted Dumont related that two dogs had wandered into their backyard and stayed. He related that the owners took custody of the dogs because they had already called the number that appeared in one of the collars of the dogs.

Incident View: ID:12281989 Status:Complete Citizen:Juana Pantoja Reason:Dog,Stray

Overview | Owner History | Animals Owned | Animal Involved | Location History | Citation(s) | Charges | No Case

Incident ID: 12281989
 Logged Date/Time: 12-20-2012 10:33:06
 Precinct: 1
 Logged by: ANDRES FUENTES

Reported Location
 Street: 202 WEATHER COCK
 Apt,Suite,etc.:
 City,ST & Zip: WINDCREST TX 78239 0000 USA

Citizen Making Report
 Not Specified [Link](#)

Owner At Origination
 Juana Pantoja
 This person owes us \$0.00 [Unlink](#) [More](#)

Bite Case
 Victim and Case Status

☒ Stray
☐ Dangerous
☐ Bite Case
☐ Noise
☐ Destruction
☐ Unwanted
☐ Pack
☐ Sick
☐ Contained
☐ Neglect
☐ Abandoned
☐ Dead Animal
☐ Cruelty
☐ Other
☒ Dog
☐ Cat
☐ Other Animal
☐ TNR

Report Notes
 On 12/20/2012 I was dispatched to the 200 block of Weather Cock for a report of a German Shepherd running at large. I made location and the animal was back at home.

ACD Dispatched: ANDRES FUENTES Assigned: 12-20-2012 10:33:57 Priority: 0 Current Status = COMPLETE
 Final Outcome: RETURN TO OWNER At location: 12-20-2012 10:34:00 Complete: 12-20-2012 10:40:00

Outcome Notes

Expanded Notes View

Expanded notes view for this origination

On 12/20/2012 I was dispatched to the 200 block of Weather Cock for a report of a German Shepherd running at large. I made the location and the animal was back at home.

CODE ENFORCEMENT OFFICER

Prepared by PTL J. Rosales #4172 07/05/2012

December Highlights

1. Re established Rock water fountain in Takas Park next to Tennis Courts
2. Decorated All Monuments for Christmas Holiday
3. Planted New Grass at Civic Center in Handicap parking islands
4. Re painted inside of Civic Center
5. Doubled the Storm Water silks behind the proposed soccer fields.

Windcrest Public Works Monthly Report

Month of: December ,2012

YTD

YTD

2012-2013 7-12/12-12

Duties;

Dec. 2012

1. Pool Maintenance	16 Hrs.	66 Hrs.	208 Hrs.
2. Facility Repair/ Maintenance	128Hrs.	448 Hrs.	1134 Hrs.
3. Landscaping	226 Hrs.	1114 Hrs.	1988 Hrs.
4. Job Education	0Hrs	8 Hrs.	128 Hrs.
5. Restrooms/ Park Trash	36 Hrs.	114 Hrs.	262 Hrs.
6. Pot Holes/ Alley Repair	12 Hrs.	160 Hrs.	246 Hrs.
7. Weed Spraying	0Hrs.	12Hrs.	82 Hrs.
8. Grass Areas / Drainage Areas	100 Hrs.	662 Hrs.	1598 Hrs.
9. Street Sweep	128 Hrs.	417 Hrs.	769 Hrs.
10. Watering City	48 Hrs.	188 Hrs.	558 Hrs.
11. Tree Trimming and Chipping	56 Hrs.	243 Hrs.	675 Hrs.
12. Car Wash	88 Hrs.	140 Hrs.	222Hrs.
13. Yard Clean up	30 Hrs.	96 Hrs.	130 Hrs.
14. Signage Replacement & Repair	24Hrs.	68 Hrs.	146 Hrs.
15. Clean and repair Equipment	21 Hrs.	64 Hrs.	135 Hrs.
16. Mechanic	136 Hrs.	488 Hrs.	952 Hrs.
17. Miscellaneous	10 Hrs.	80 Hrs.	166 Hrs.
18. Painting Curbs / City	0 Hrs.	86 Hrs.	180 Hrs.
19. Overtime	60 Hrs.	164 Hrs.	374 Hrs.

20. Doggy Pod install	N/A	N/A	32 Hrs.
21. Blue Button install	N/A	N/A	30 Hrs.
22. Replace basketball goals	N/A	N/A	38 Hrs.
23. Drain Windy Hollow Pond	N/A	N/A	16 Hrs.
24. B.B.Q. repair	N/A	N/A	17 Hrs.
25. Gazebo Tear-down	N/A	N/A	24 Hrs.
26. New Barrels	N/A	N/A	18 Hrs.
27. Christmas Set-up	80 Hrs.	368 Hrs.	368 Hrs.

Total Hrs. Worked

1,143 Hrs. 5,306 Hrs. 10,912 Hrs.

CITY OF WINDCREST MUNICIPAL COURT - OFFICIAL MONTHLY REPORT

	Oct. 12	Nov. 12	Dec. 12	Jan. 12	Feb. 13	Mar. 13	Apr. 13	May. 13	Jun. 13	Jul. 13	Aug. 13	Sept. 13	TOTAL	Medium Average
Cases Filed	763	732	594											
Fines Paid	108	75	74											
Bond Forfeiture	0	0	0											
Not Guilty	30	28	25											
Guilty	85	106	49											
Dismissed	147	84	163											
Compliance Dismissals	62	68	74											
Defensive Driving	59	66	36											
Deferred Disposition	95	94	89											
Insurance	6	5	13											
Orders for Community Svc.	2	3	0											
Appeals	0	0	0											
TOTAL CASES HEARD	594	529	517											
Failure to Appear/Warrants	360	309	368											
Warrant Officer Fine/Fee Collected	17,547	14,935.87	13,992											
Warrant Officer Activity	164	108	118											
Court Fines	32,979.62	31,741.26	29,166.53											
State Fees	23,243.65	19,007.73	6,566.49											
City Share of State Fees (10%)	2,324.37	1,900.77	656.65											
Court Technology Fund	13,505.53	1,055.46	850.29											
Court Building Security Fund	979.80	791.57	637.75											
Fee to Omni/State	2,249.32	1,920.63	1,747.45											
Linebarger Fees	1,574.07	1,190.70	863.75											
TOTAL CITY REVENUE	35,303.99	33,642.03	29,823.18											
<u>PRIOR</u> Years Total Collections	24,239.87	21,508.57	25,863.43	24,368.85	40,410.36	39,504.37	39,833.67	35,028.71	37,298.35	24,319.00	35,174.24	38,530.72	401,184.01	

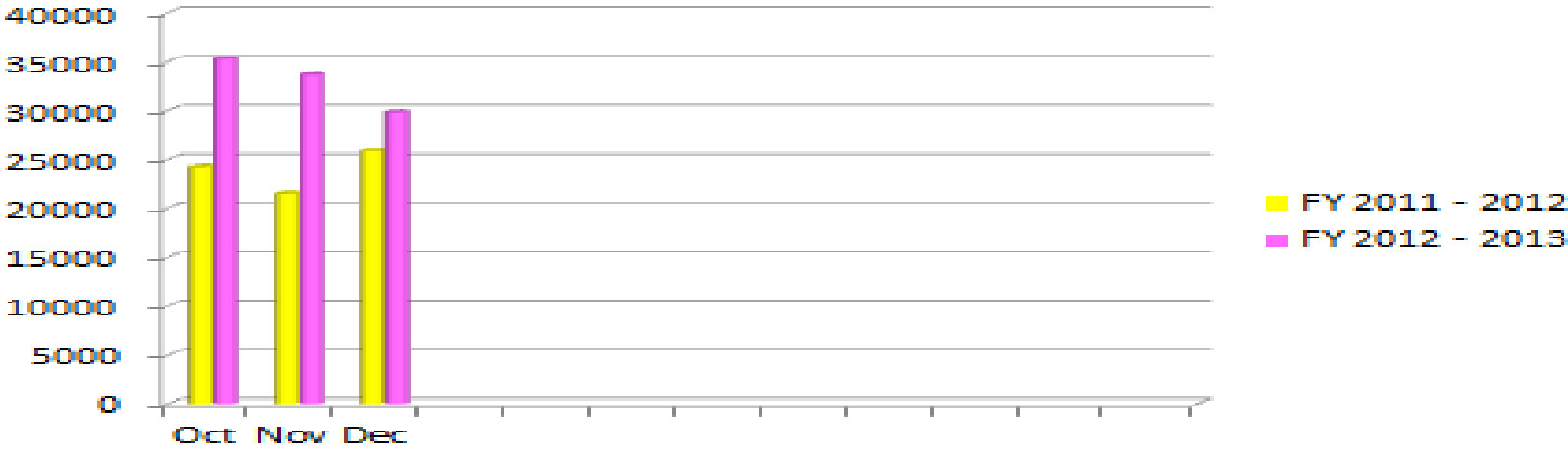
(October 11-Sept. 12)														
Warrant Officer Fine/Fee Collected	13,358	9,248.10	8,404	14,333	24,867	26,859	14,910	14,562	19,557.57	15,898.90	17,918.82	15,331.91	195,248.30	
Warrant Officer Activity	31	29	20	33	54	75	42	46	55	42	53	57	537	

Persons Arrested (Held in WCPD)	21	10	9											
Persons Incarcerated (HELD IN GC)	7	3	2											
Cost of Incarceration	1600	1,200	950											

(October 11 - Sept. 12)														
Persons Arrested	6	11	5	12	5	27	6	3	25	8	15	26	149	
Persons Incarcerated	0	5	2	3	2	2	0	0	4	1	3	2	24	
Cost of Incarceration	600	1300	850	1200	1000	650	600	400	1500	300	950		9,350	

TOTAL CITY REVENUE

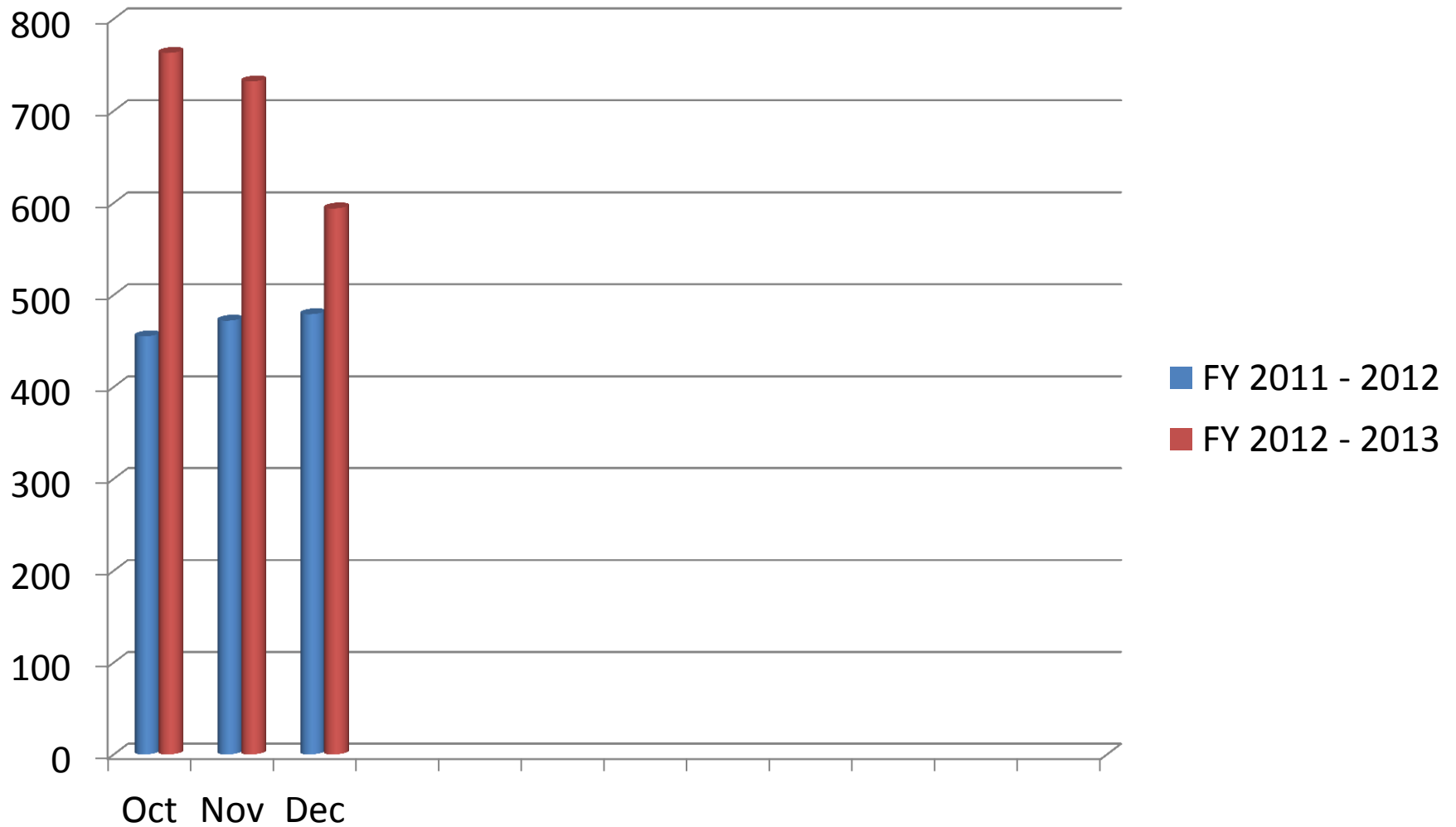
(FY 2011/2012 vs. FY 2012/2013)



CASES FILED

FY 2011/2012 vs. FY 2012/2013

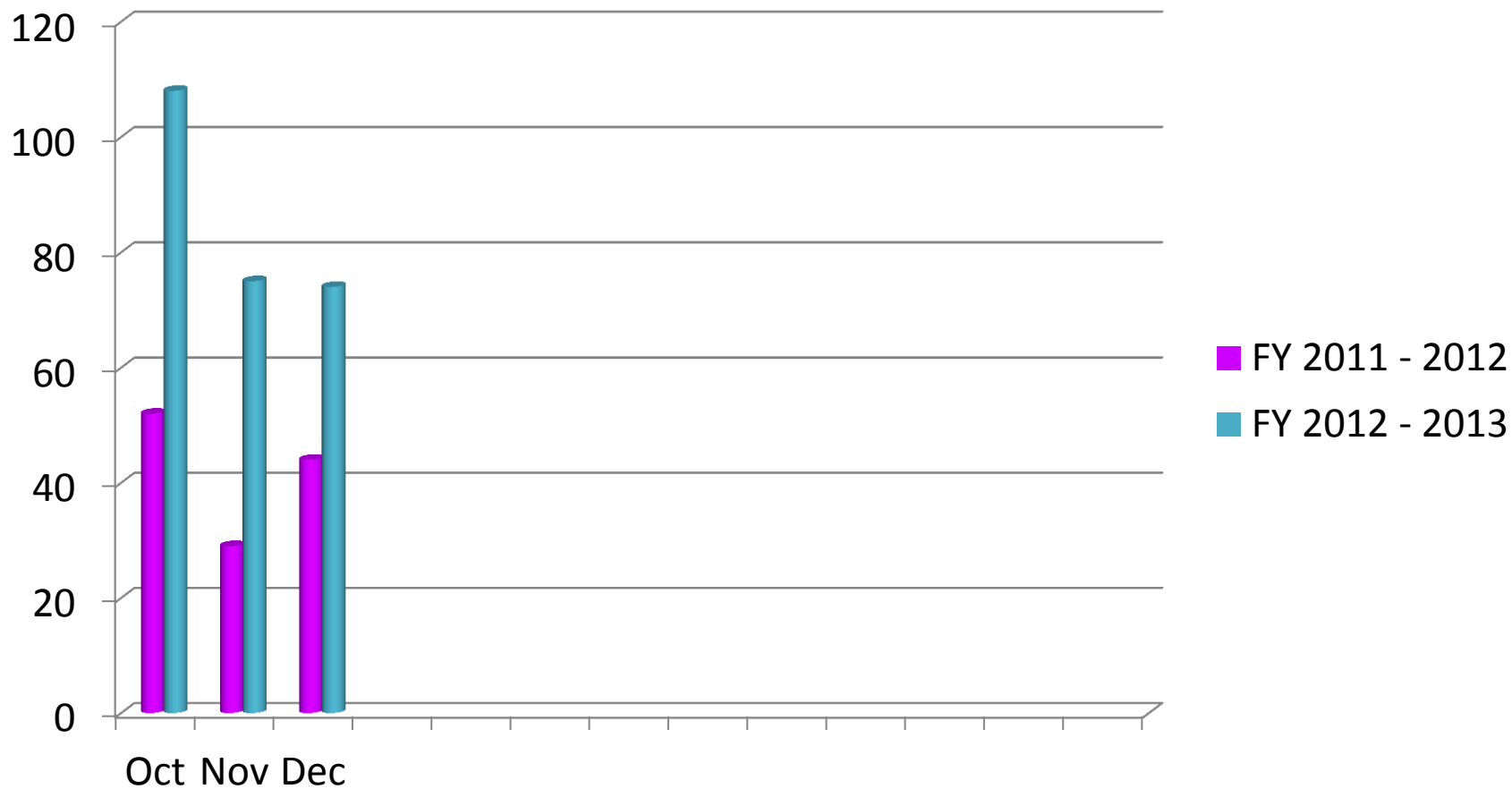
(Citations from Police Department, Code Enforcement, Animal Control)



FINES PAID

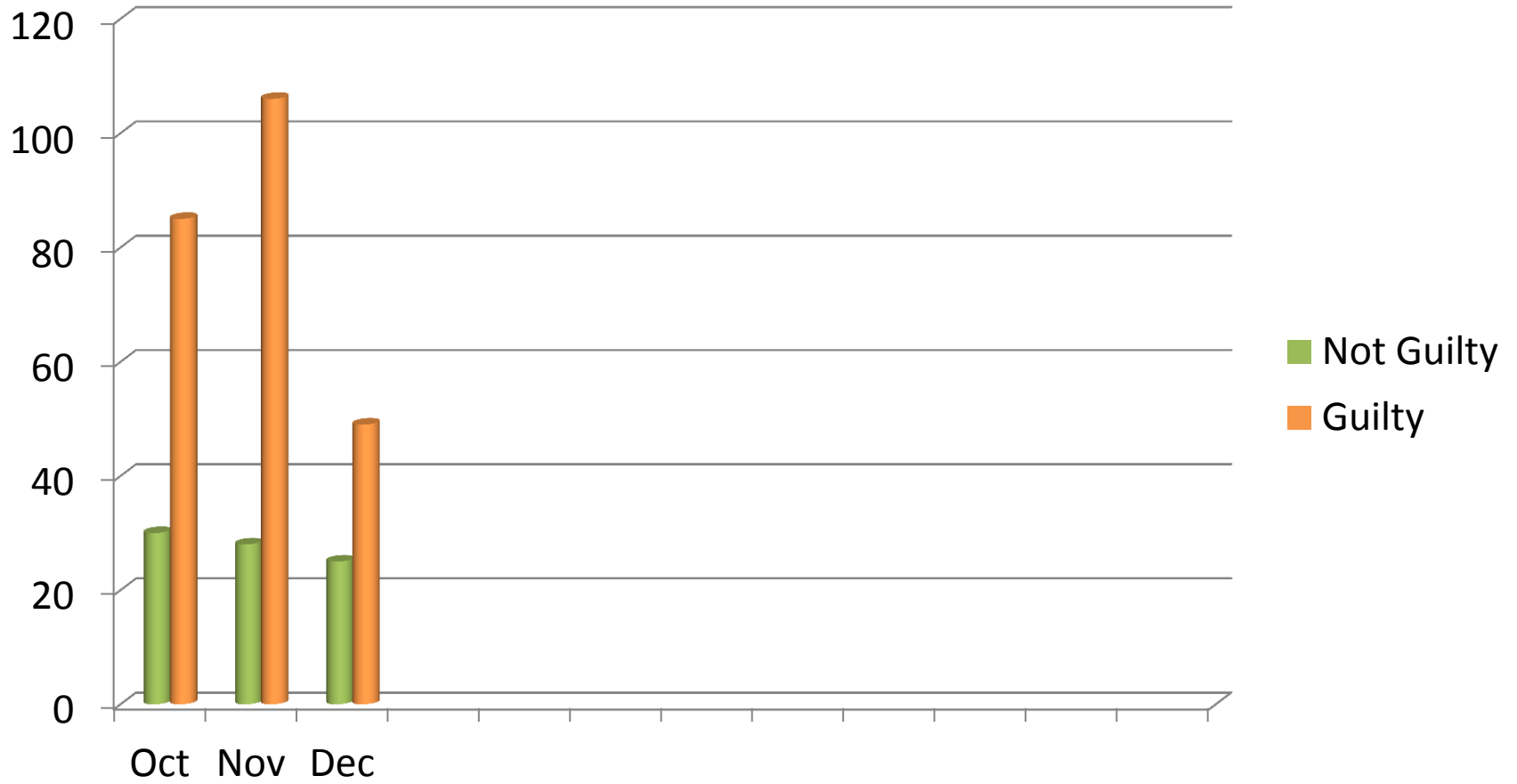
FY 2011/2012 vs. FY 2012/2013

(Number of cases in which defendants came in and paid. Does not include defendants who were granted Deferred Disposition or Defensive Driving)



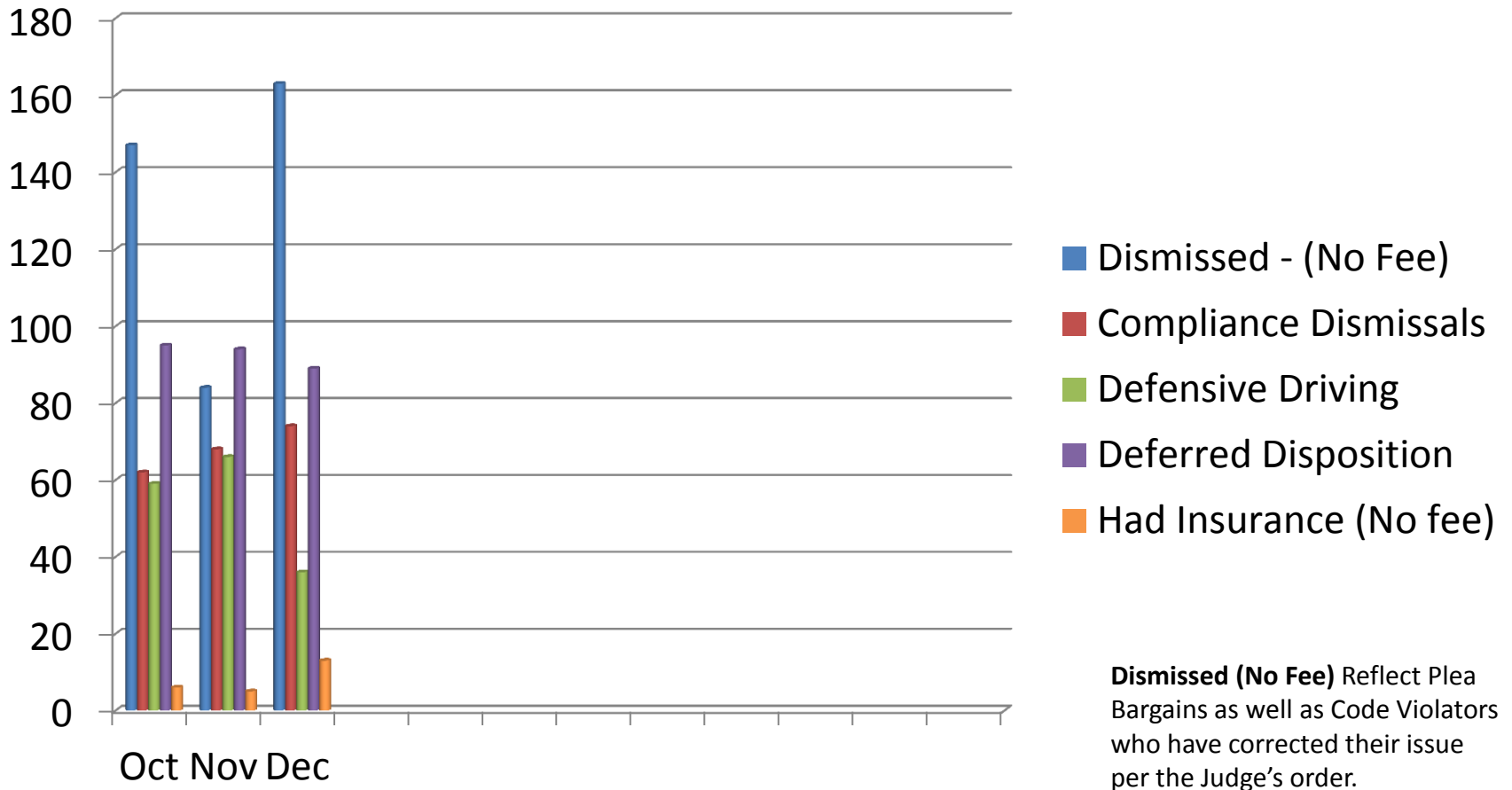
NOT GUILTY / GUILTY

(Numbers only, not \$ amounts. Guilty column correlates with defendants who paid fines in FY 2012 – 2013 from above slide)



DISMISSALS

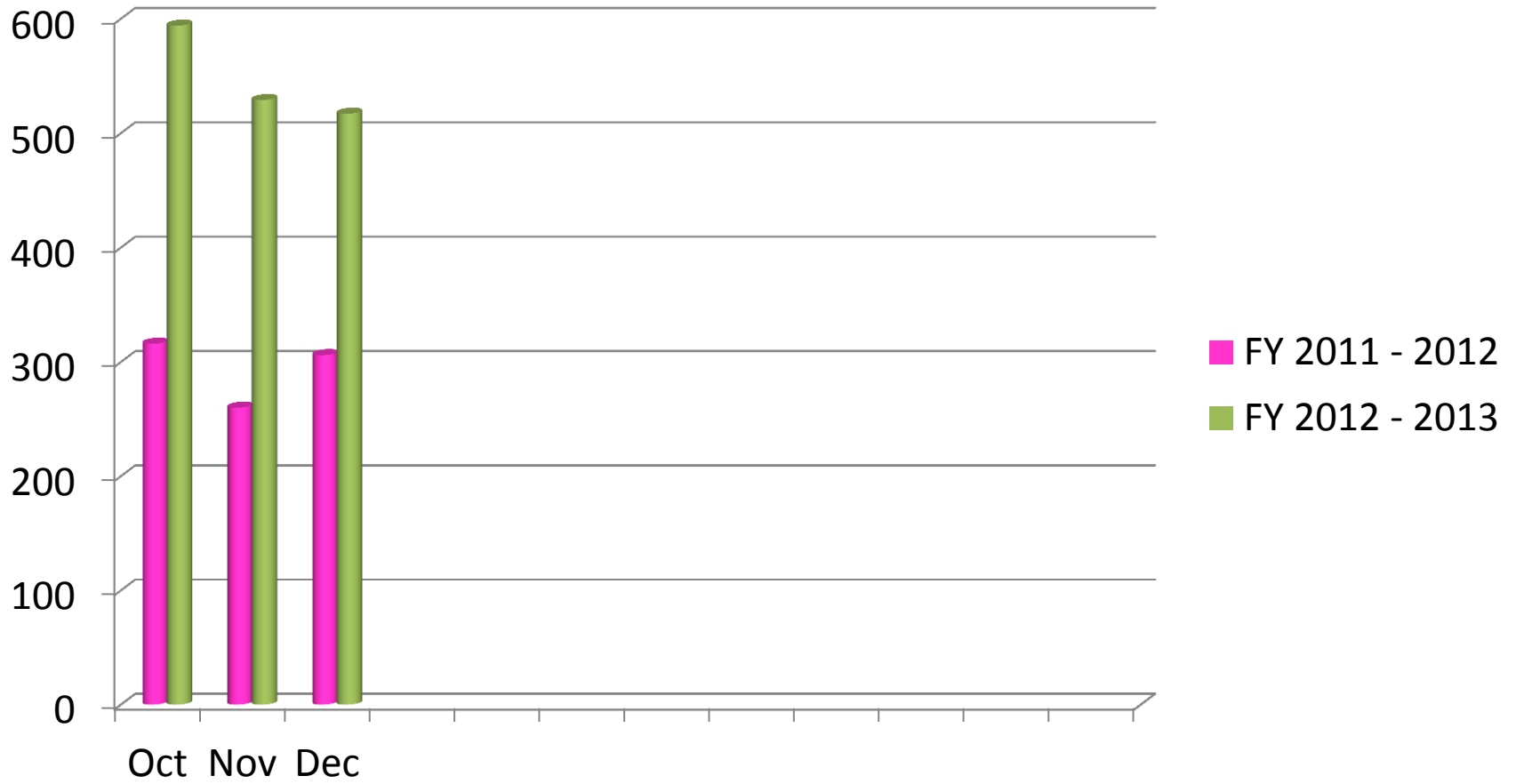
(Numbers only, not \$ amounts)



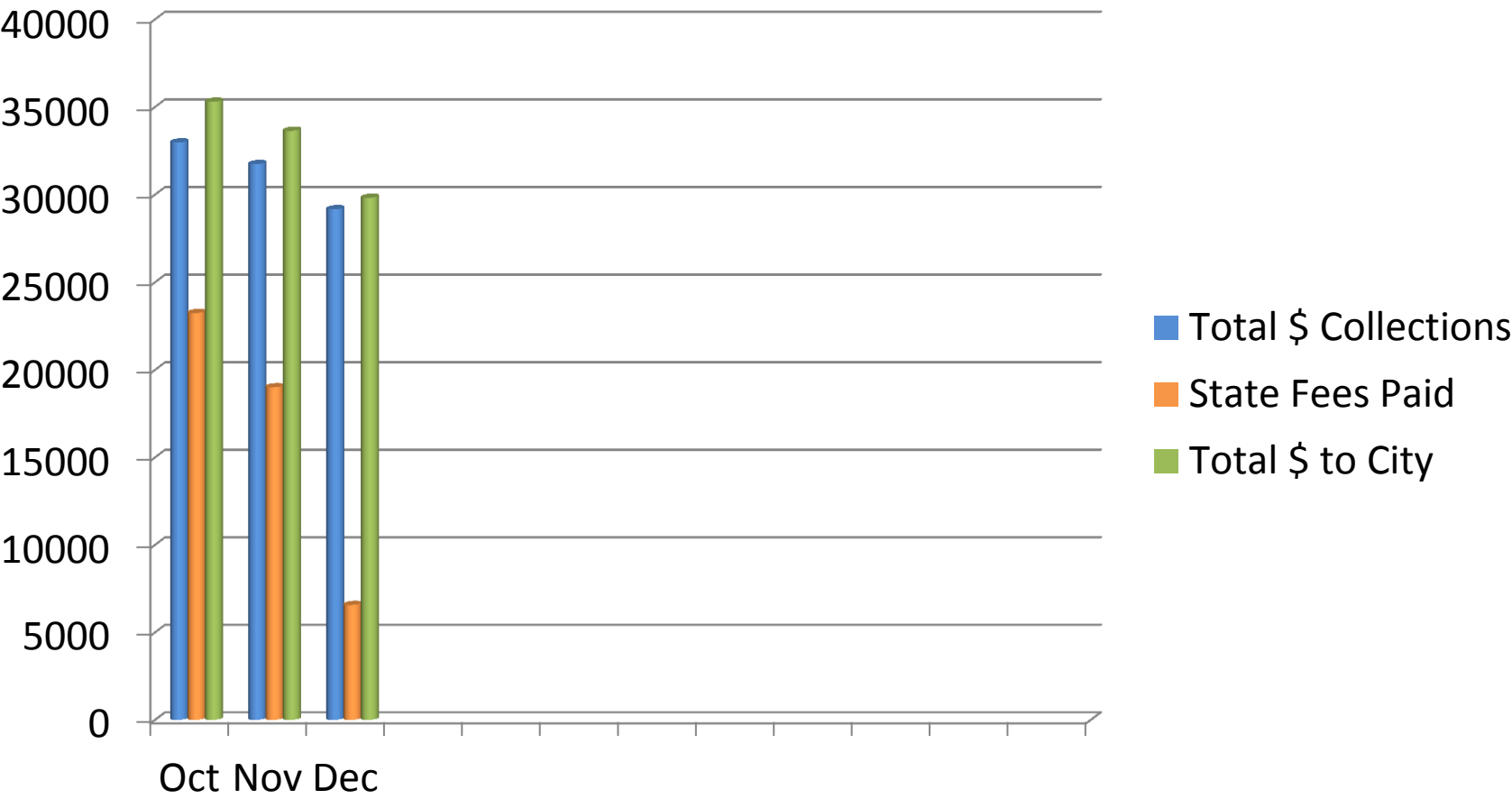
TOTAL CASES HEARD

FY 2011/2012 vs. FY 2012/2013

(Includes...Fines Paid, Not Guilty/Guilty, and Dismissals. Numbers only, not \$ amounts)

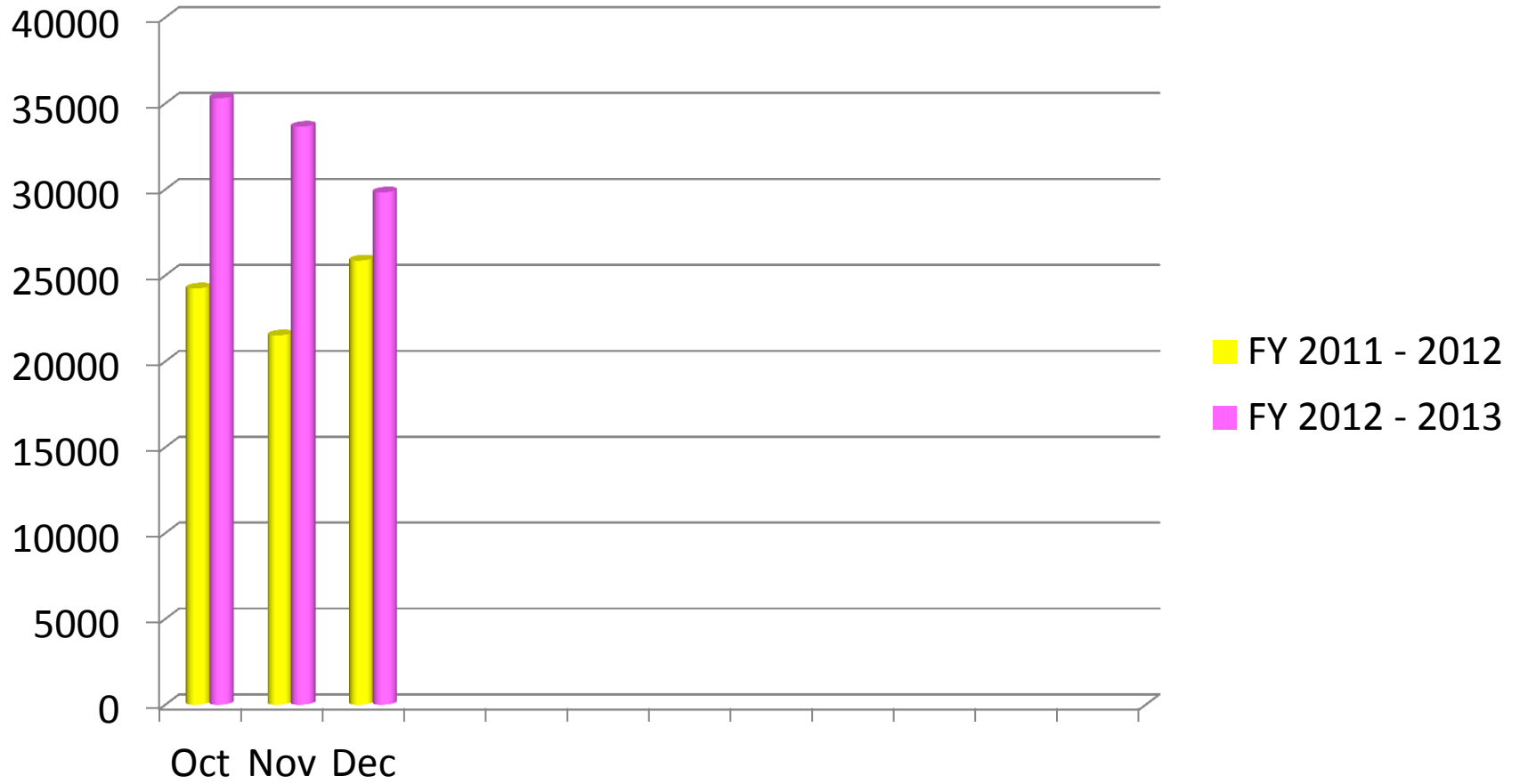


DISTRIBUTION OF TOTAL COURT COLLECTIONS



TOTAL CITY REVENUE

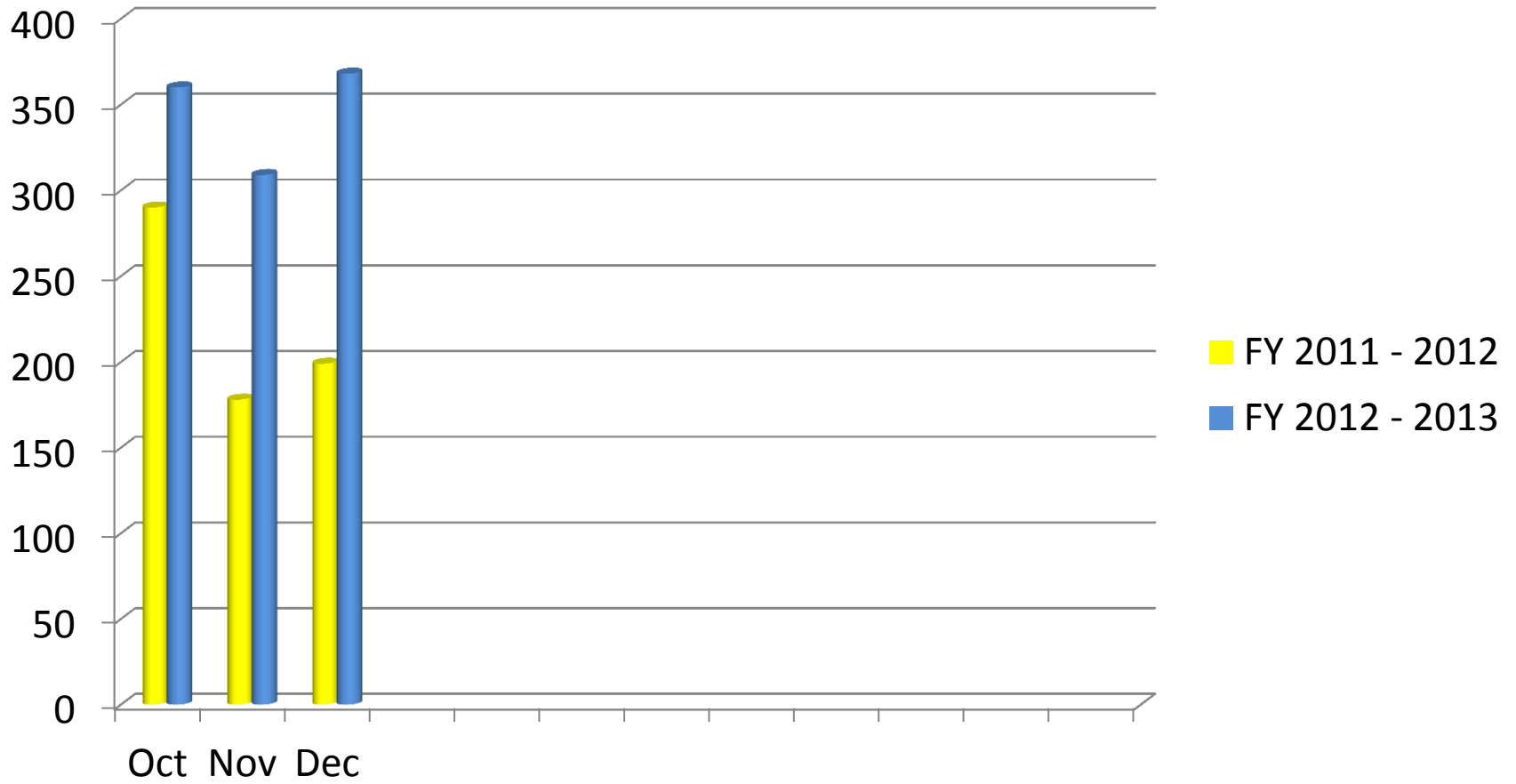
(FY 2011/2012 vs. FY 2012/2013)



FTA WARRANTS ISSUED

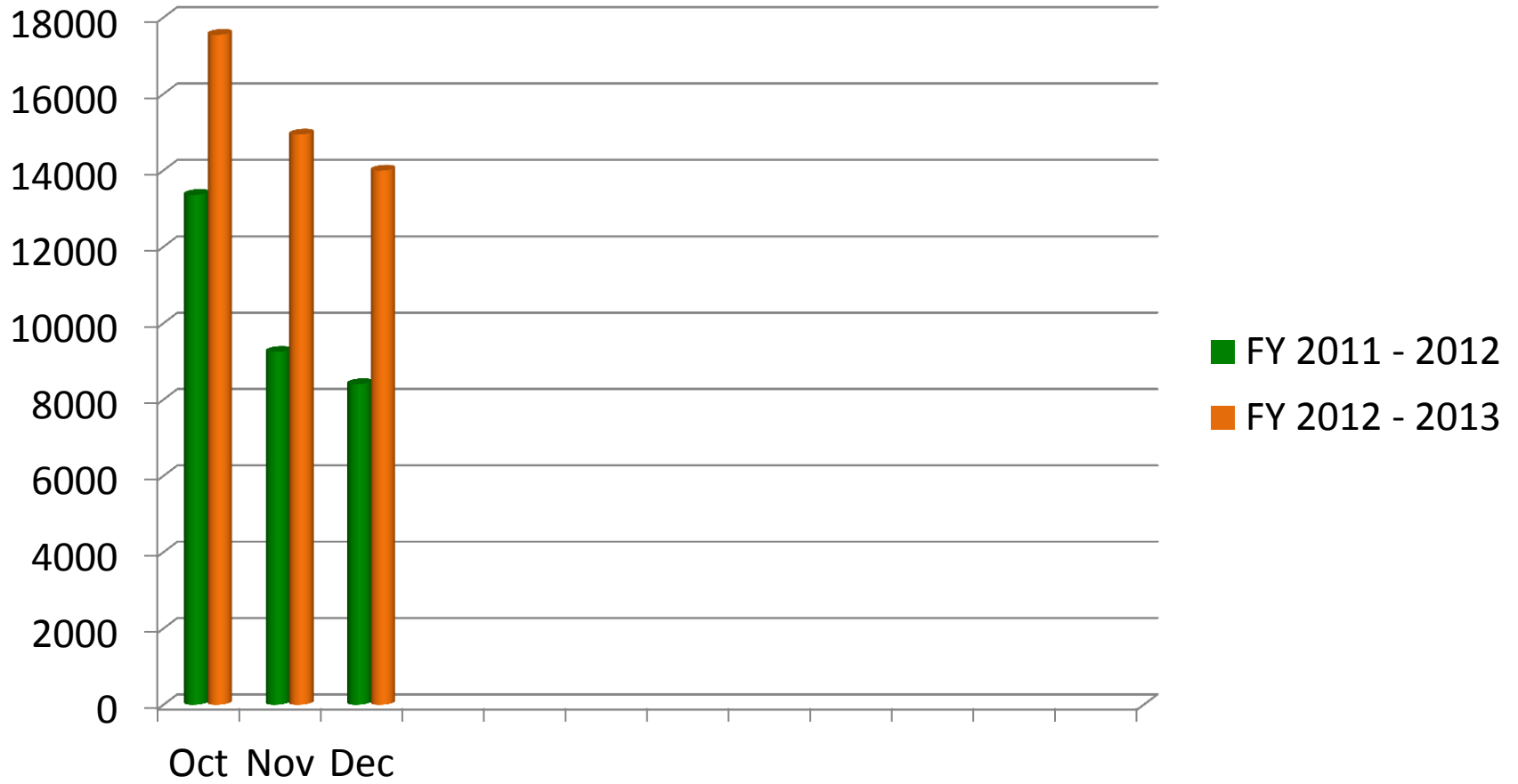
FY 2011 – 2012 vs. FY 2012 - 2013

(Numbers only, not \$ amounts)



WARRANT COMPARISON OF FINES AND FEES COLLECTED

(FY 2011 – 2012 vs FY 2012 – 2013)



		Dec-12				
CITATION #	DEFENDANT NAME	WARRANT OFFICER COMMENT	ACTION	\$\$\$	#	WARR
PAGE 1 OF	* DENOTED ARREST	** DENOTES ARREST & MAGISTRATE	FINE/FEE/BOND	\$\$ TAKEN		
E01500	ALCALA, EFRAIN	DEF CONTACTED @ WORK	FINE	355	1	2
E12463	REIMER, JAYNA	DEF CONTACTED, CAME IN	FINE	488	2	2
71267	BERLANGA, CELIA	DEF CONTACTED CAME IN	FINE	878.01	3	3
70138	MEDRANO, JERRY	DEF CONTACTED, CAME IN	FINE	729.3	4	3
49372	CRAVEN, ERIKA	DEF MAILED PAYMENT	FINE	120	5	1
	GALLEGOS, FELICIANO	DEF HELD @ WPD/PATROL	FINE	269	6	1
E12226	HANSFORD, LATOI	DEF CONTACTED	BOND	100	7	2
71110	ANDERSON, MARSHALL	DEF CONTACTED, CAME INB	P/P	100	8	1
67845	cottom, keshia	DEF MAILED PAYMENT	FINE	329	9	1
68593A	*THOMPSON, SIDABE	DEF HELD @ WPD/PATROL	FINE	39	10	1
E11230	SEWELL, SEAN	DEF CONTACTED, CAME IN	BOND	400	11	4
E13807	QUARLES, KATHERINE	DEF CAME IN	BOND	100	12	1
72605	*LONG, DEBORAH	DEF HELD @ WPD/PATROL	FINE	449	13	2
60676	GARCIA, JACQUELYN	DEF CONTACTED, CAME IN	BOND	300	14	4
68560A	STAFFORD, LOYD	DEF CAME IN	BOND	300	15	2
71636	RODRIGUEZ, RUBIN	DEF CAME IN	BOND	200	16	2
72002	*KYLE, DEANDRE	DEF HELD @ WPD	BOND	300	17	3
E11814	KINNEY, MARC	DEF CONTACTED, CAME IN	BOND	100	18	3
E04141	*LORIO, BERNADETTE	DEF HELD @ WPD	FINE	517	19	2
71959	STITH, SHAWN	DEF CONTACTED,BY PHONE CAME IN	BOND	100	20	2
EF12440	REYES, MSUSAN	DEF CONTACTED, CAME IN	BOND	50	21	2
EF02873	SIERRA, JOSHUA	DEF CONTACTED, CAME IN	BOND	150	22	3
67737	SCHNIDER, BETH	DEF CONTACTED, CAME IN	FINE	332	22	2
72454	VAUGHN, SHAWN	DEF CONTACTED	FINE	174	24	1
EF04496,66515A, 68119	*TAYLOR, TERRANCE	**P/U ON T-STOP. MAG'D, TRANSPORTED	JAILED	0	25	8
E10703	WALKER, ABRAHAM	DEF CONTACTED, CAME IN	BOND	100	26	3
58923	TORRES, MARTIN	DEF MAILED PAYMENT	FINE	322.1	27	2
71341	WILLIAMS, JORDAN	DEF CONTACTED BY MAIL	FINE	704.6	28	2
72366	CASIAS, CHRISTINA	DEF CONTACTED, CAME IN	BOND	100	29	2
E00428	PONTODAS-CHARPANTIER	DEF CONTACTED, CAME IN	BOND	200	30	2
E01484	LUEDERS, AARON	DEF CONTACTED, CAME IN	FINE	796.9	31	3
61080/69786	*BRWN, TRENTON	DEF P/U ON TRAFFIC STOP	FINE/BOND	300	32	4
62271	*NESBIT, OMAR	DEF P/U BY CONVERSE MAGED	JAILED	0	33	4

E12253	SMITH, JAZMIN	DEF CAME IN	P/P	20	34	1
72754	SIMMONS, MOSES	DEF CONTACTED, CAME IN	BOND	200	35	3
72719	GORAKWICZ, STEVEN	DEF CONTACTED, CAME IN	BOND	300	36	3
70701QA	*TOLENTINO, WILLIAM	DEF P/U ON TRAFFIC STOP, PAID	FINE	182	37	1
59574	CASILLAS, MATTHEW	DEF CONTACTED, PAID	FINE	110	38	1
69006A	*ANDERSON, DENDRA	DEF P/U X KIRBY PD	BOND	300	39	3
70217A	ERBES, ANTHONY	DEF CONTACTED, CAME IN	FINE	80	40	1
6779,6779F	TRAUBE, WAYNE	DEF CONTACTED, CAME IN	FINE	412	41	2
72345	SMITH, BILLIE JOE	DEF RAN, CAME IN	BOND	200	42	2
72367/F	DIAZ, LUIS	DEF CONTACTED, CAME IN	FINE	502	43	2
E13885	CARDENAS, GABRIEL	DEF CONTACTED, CAME IN	BOND	300	44	3
E10703	WALKER, ABRAHAM	DEF CONTACTED	BOND	200	45	2
E10701	PARRA, SANDRO	DEF CONTACTED	FINE	492	46	2
E13202	STEVENSON, ANONISHA	DEF CONTACTED	BOND	300	47	3
71441	BENSON, MARCUS	DEF CONTACTED	BOND	200	48	2
E13861	SCHWARZLOSE, MIRANDA	DEF CONTACTED	BOND	300	49	3
72134	SANCHEZ, CHRISTIAN	DEF CONTACTED	FINE	140.9	50	1
70719A	CASTRO, MATTHEW	DEF CONTACTED, CAME IN	BOND	350	51	3
TOTAL WARRANTS						118
TOTAL \$\$ IN				13,991.81		
CASSES WORKED	TOTAL ARREST	TOTAL JAILED				
118	9	2				
2013 1st QUARTER	Oct-12	Nov-12	Dec-12			
CURRENT YEAR	17,546.57	14,935.87	13,991.81	46,474.25		
PREV. YEAR	13,358.00	9,248.10	8,404.00			
1ST QTR	46,474.25					
2ND QTR						
3RD QTR						
4TH QTR						
TOTAL \$\$\$ 2012	46,474.25					



WINDCREST TEXAS

City Secretary / Asst. Court Administrator Report for the month of December 2012

Highlights

1. Prepared/posted agenda and attended Special & Regular City Council meetings 12.03.12, 12.13.12 and 12.17.12.
2. Prepared/Posted agenda and attended Parks & Recreation meeting 12.12.12.
3. Posted agenda for and attended the Windcrest Economic Development Corporation meeting 12.13.12.
4. Prepared City Secretary and Court articles for City newsletter.
5. Prepared/sent Ordinances and required information to MUNICODE to obtain proposal.
6. Prepared/Sent State Conviction reports to Department of Public Safety weekly.
7. Prepared/Sent monthly state report to the Office of Court Administration.
8. Open Records filled....
 - a. 8 requests for Police/Accident reports
 - b. 1 Criminal History Report
 - c. Copy of R. Colunga & Katye Brought's job description – Donna Ridenhour
 - d. TNR records – Kathleen Mulkey
 - e. Permit History for certain residential housing – Rainbeau Presti

Goals

1. Continue training/education as City Secretary.
2. Continue training/education as Asst. Court Administrator.
3. Keep up with organization of City Records.
4. Keep City website updated.
5. Continue working with Admin/Court staff to ensure customer service and professionalism.

Respectfully submitted to City Council, through the City Manager.

Dec. 31, 2012

SIGNATURE

DATE

Kelly Rodriguez, City Secretary

Please contact me with any questions concerning this report 655-0022 ext. 2150
This reporting is required by the City of Windcrest Charter § 5.02.3(h).



Building Services Report for the month of December 2012

Highlights

The following business applied for a Certificate of Occupancy.

1. Kady African Hair Braiding – 5221 Walzem Rd.

Building Permit Highlights for the Month of December

1. Frost Bank obtained two building permits for demo and remodel work for the Windsor Hill location totaling in \$24,900 in permit fees.
2. Issued Fire Sprinkler permits to Builders Mark and Rackspace.

The following numbers reflect the number of Certificate of Occupancy:

1. Total number of Certificate of Occupancy on file: 85
2. Total number of Certificate of Occupancy on file, but are not assigned a certificate number: 40
3. Total number of Certificate of Occupancy not on file: 35

Goals

1. Continue issuing building permits, performing inspections and registering contractors.
2. Follow up and updating expired Business registrations and Certificate of Occupancy if not on file.

Summary

A total of 19 permits were issued for the month with permit fees totaling \$29,521.70; 3 re-inspections totaling \$225.00 in re-inspection fees and 1 certificate of occupancy totaling \$100.00; total fees collected for December \$29,846.70
34 inspections were performed by BB Inspections.

Health Report – See Attached Documents

Respectfully submitted to City Council, through the City Manager.

Building Services Report for the month of December 2012

SIGNATURE Heather Weidenbach

Date: 01/14/2013

Heather Weidenbach, Asst. City Secretary/Permits

Please contact me with any questions concerning this report 655-0022 ext. 2200

This reporting is required by the City of Windcrest Charter § 5.02.3(h).

**CITY OF WINDCREST
DEPARTMENT OF HEALTH
NARRATIVE REPORT
December 2012**

1. *Benny's Mexican Restaurant:* The exhaust hood needs cleaning. A dirty fan was found blowing into the food preparation area. The cold food line was 50-60F. Pans were overfilled and cannot be kept cold. Newly prepared hot food may be left out for 30 minutes to initially cool before they are to be placed under refrigeration. A sewer gas odor was noted in the kitchen

2. *Little Jamaica:* This was a follow up inspection. Previous items had been corrected. Numerous flies were noted during the inspection. The line cutting boards need to be cleaned more frequently.

3. *Thai Thai:* Both outside doors were propped open thus allowing free access for pests. One reach-in cooler was found at 50F. Perishable food is to be removed. Unit is scheduled to be removed from the restaurant. A wooden stand used for dry ingredients is to be replaced. No raw wood is allowed.

4. *Shoney's:* Two inspections conducted this month. Cold items on the buffet line were 50-60F. This is a repeat discrepancy. The wheels of equipment are covered with grease and dirt. This is a repeat item. Knives and spatulas

were stored in a bucket of stagnant water on the food preparation line. Will reinspect. Business registration expires in Nov 2013.

5. *Burger King*: A back flow preventor is needed on the incoming water line of the ice machine. One ceiling tile is missing from behind the ice machine. The sprayer unit on the three compartment sink is leaking water.

6. *Sensational Salad Creations (Rackspace)*: The deep fryer was not operating under the exhaust hood. Repeat discrepancy. Beans on the hot line were found at 110F instead of the minimum requirement of 135F.

7. *Olive Garden & Applebee's*: Both facilities have obtained City of Windcrest Alcoholic Beverage Permits.

8. *Mr. Maximum Food Truck (Rackspace)*: The hot water heater had been turned off. Repeat item. The Fryer is to be moved under the exhaust hood.

9. *Ground Town*: Food permit has been obtained. Food handler training is not current. The manager stated that personnel would attend the January class.

10. *Amazing Jump*: No records are kept of the cleaning procedures for the jump. The manager was informed that records to include the frequency and the chemicals used to

clean the jump is to be available for review. The concession was closed.

11. *Pho Hai An:* A dirty fan was blowing into the food preparation area. The fan is to be removed. Many dirty knives were found in the kitchen area. Hair restraints are to be worn in the food preparation area. Floor tiles are beginning to deteriorate and need replacing.

12. *Las Palapas:* No sanitizer was found in the three-compartment sink. The back door seal needs replacing.

13. *Taco Cabana:* No sanitizer found in the three-compartment sink. The three-compartment sink drain is not working properly and overflows.

14. *Red Lobster:* Business registration expires January 8, 2013.

FOOD HANDLER SANITATION TRAINING: No food handler training class was conducted in December.



Economic Development Corporation Report for the month of December 2012

Highlights

1. Hosted EDC table at Randolph Metrocom Gala on December 1st; guests included franchisee for new Dunkin' Donuts, Eanes & Polk, Mattress Firm and Touch Tone Massage;
2. Meeting with Robert Colunga and Rumble Creative on December 3rd regarding EDC website;
3. Telephone call and email to Rose Ramirez of Whitestone on December 4th re: Fiesta Especial Parking Request;
4. Prepared and submitted EDC articles for January newsletter on December 5th;
5. Attended TxDOT IH35 Public Workshop on December 6th at Takas Park from 5pm to 7pm;
6. Attended Randolph Metrocom Chamber Luncheon on December 11th;
7. Provided list of Windcrest businesses to Councilwoman Dodson on December 11th for use in upcoming vaccinations event;
8. Prepared EDC agenda for December 13th to include agenda item reports and related attachments and interfaced with EDC Board Attorney, EDC Board President and City Secretary on content and attachments for posting, however, meeting was cancelled due to lack of quorum;
9. Attended TML's Public Funds Investment Act Training on December 13th-14th as required training for public investment officers;
10. Attended City Council Meeting on December 17th to give EDC monthly report for November;
11. Attended Windcrest Employee Holiday Party on December 21st;
12. Met with Windcrest residents on December 27th regarding incident along Windsor Hill;
13. Met with Sarah Mangham and Lisa Pepi on December 28th re: draft Treasury Review Findings and discussed collaborative redlined responses to issues raised for submission to Patterson & Associates for consideration in finalization of Findings;
14. Assisted City with obtaining Employee Christmas gifts throughout 1st part of December by meeting with local businesses to buy gift cards, items, etc. and request matching donations;
15. Meetings with Rudy Davila and Jose Rosales of Code Enforcement throughout month of December regarding overhaul of sign ordinance;
16. Worked on PowerPoint presentation of Rackspace and Racker Road throughout month of December for use as marketing tool and to include on EDC website, per request of Mayor;
17. Worked in collaboration with Robert Colunga and Rumble Creative throughout month of December to add content to EDC website, modify pages, create databases of business listings, commercial property listings, incentives, business toolbox, demographics, etc.;
18. Interfaced throughout the month of December with members of the Randolph Metrocom Chamber of Commerce as a member of the Planning Committee for the Metrocom Community Restaurant and Business Showcase to be held on Tuesday, January 29, 2013 at the Live Oak Civic Center from 5pm-8pm and

Economic Development Corporation Report for the month of December 2012

- sent information out to Windcrest businesses;
19. Interfaced with Cara Nichols of Rackspace regarding distribution of Windcrest Gatefold to Rackers and agreed that converting to a digital format was best so she could place it on the company's intranet; instructed Rumble Creative to work new layout for this purpose;
 20. Interfaced with Officer Jose Rosales and sent email request to Clair Swift of Central Texas Realty & Development regarding overgrown vegetation on 111 acres;
 21. Interfaced with Tim McBrearty of Retail Solutions (Property Rep. for Redtree Square) and Bill Cromeey of Caldwell Banker Commercial (Tenant's Rep.) throughout month of December regarding potential lease of retail space and allowable uses within zoning district associated with the retail center;
 22. Interfaced with Harry Adams throughout month of December on various legal issues related to Racker Road, EDC agenda, Lien Waivers, etc.
 23. Interfaced with Ron West of FastSigns and Rafael Castillo on sign variance request from Whitestone REIT for leasing sign at Windsor Park Centre;
 24. Interfaced with Harry Adams to prepare and file with Comptroller's Office via certified mail return receipt requested Required Documentation of Eminent Domain Authority in Texas form as required by SB 18 of the 82 Legislature, etc.;
 25. Interfaced with Harry Adams, Tim Maloney, Trey Martin and Scott Farrimond regarding Open Records Request from Windcrest citizen Donna Ridenour for a copy of sale/purchase contract/agreement between WEDC and Stratford for the 111 acres and prepared letter response to Ms. Ridenour regarding same;
 26. Prepared and submitted EDC Council Report for month of November to include update on status of Racker Road;
 27. Interfaced with Alan Schoenbaum, General Counsel and Allan Nelson of Rackspace in month of December regarding Notice of Claim of Lien received from contractor regarding construction on the headquarters project and received Intent to Lien Retraction from contractor as secured by Rackspace;
 28. Interfaced with Jim Bray of Don McCrary & Associates on virtually a daily basis throughout month of December re: Racker Road contractor/subcontractor issues, construction status, J3 pay application matters, CPS gas lines and electrical transformers, easement issues, etc.;
 29. Interfaced throughout month of December with Brian Boylan, GM for Applebee's, Jim Bray of Don McCrary, Jim Pritchard, Project Manager for Rackspace and Jaime Kinch, Director of Real Estate for Rackspace regarding lighting issue in Applebee's parking lot area;
 30. Interfaced with new businesses coming to Windcrest during month of December to welcome them to Windcrest and offer any assistance they may need with permitting, inspections, CofO, etc. (i.e. Kady African Hair Braiding, Sweet Karma Cupcakes, Dunkin' Donuts, etc.)
 31. Interfaced with Jaquie Rothermel of Windcrest Women's Club throughout month of December re: expenses and checks needed with respect to Light Up;
 32. Interfaced with Young Professional Resources, Don McCrary & Associates and City emergency services team on plat review for Racker Road Project;
 33. Conferences throughout month of December with Linda Patterson, Tim Maloney, Harry Adams, Lisa Pepi and Sarah Mangham re: EDC Treasury Review;
 34. Interfaced with representatives for CPS and SAWS as well as purchaser/developer's engineer regarding easements and service connection issues for proposed development along the Racker Road Project area;
 35. Met with Sarah Mangham throughout month of December re: EDC financial matters, invoices, audit, treasury review, Racker Road, etc., approved invoices

Economic Development Corporation Report for the month of December 2012

and submitted for payment, copied checks/related backup, distributed checks to vendors and reviewed journal entries;

36. Office conferences with Robert Colunga throughout month of December on EDC projects (i.e. website, smartphone app., business prospects, etc.) and related City projects; and
37. Interfaced with EDC Board members, respectively, throughout month of December re: agenda items, financial matters, pending/potential EDC projects and/or programs and matters.

Goals

1. Continue to reach out to recruit new business;
2. Continue assisting new businesses coming to the city by initiating pre-development meetings; assisting with permitting issues, signage issues, etc.;
3. Continue to work with developers who have properties under contract regarding zoning, permitting and related issues and to assist in their efforts to recruit new businesses to their developments;
4. Continue to reach out to existing businesses to develop relationships and gain trust;
5. Continue to work with local governments and community leaders, economic development professionals, etc.;
6. Continue to work with the Planning and Zoning Commission and Code Enforcements on pending and future matters as they relate to the Windcrest Business District and future development within the City;
7. Continue to work with the City of San Antonio and surrounding community leaders on the Walzem Road Revitalization Initiative;
8. Continue to work with various City officials, staff and consultants on marketing tools to promote Windcrest; and
9. Continue work on Basic Community Economic Development Plan to include promotion of EDC's new Storefront and Streetscape Improvement Program, creation of Business Retention and Expansion Program (BRE), economic incentives and promotion of rebates available through CPS, Alamo Workforce Solutions, SAWS, etc., initiate relationships with entities who provide SBA funding, workshops, business plan assistance, etc. as well as other local and state programs related to economic development; and
10. Finalize draft of new Sign Ordinance for presentation to Council.

Respectfully submitted to City Council, through the City Manager.

Sherry L. Mosier

January 23, 2013

SIGNATURE

DATE

Sherry L. Mosier, EDC Director

Please contact me with any questions concerning this report 655-0022 ext. 2580

This reporting is required by the City of Windcrest Charter § 5.02.3(h).



CITY OF WINDCREST

ROADWAY CAPITAL IMPROVEMENT PROGRAM

STATUS REPORT – JANUARY 2013

ROADWAY CIP SCHEDULE

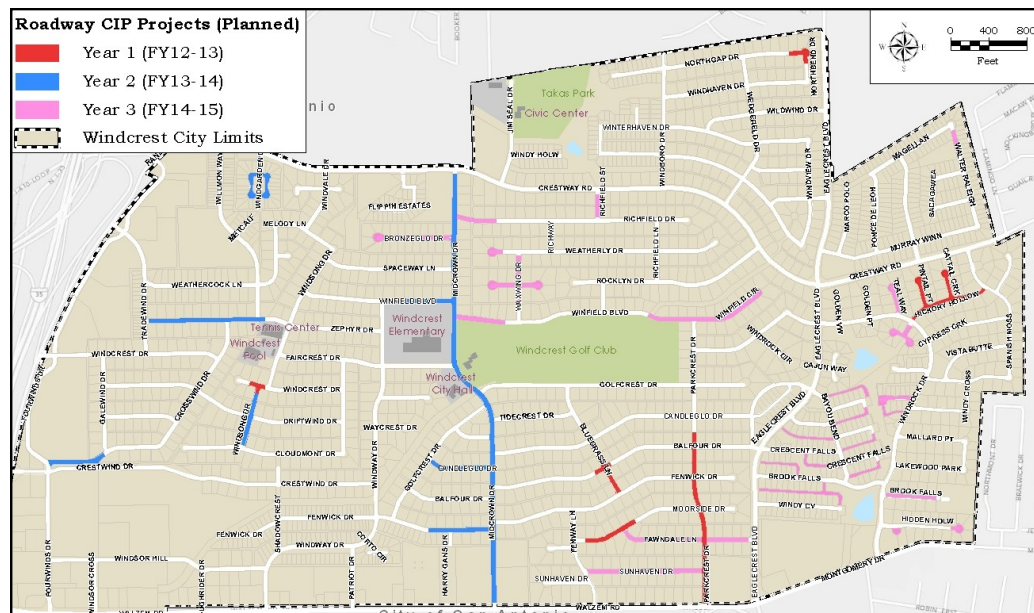
The schedule for planned Roadway CIP projects for FY 12-13 is provided below. The City anticipates that the design and construction schedules for many of the CIP projects will improve to further benefit the City residents as the project designs are developed and contractors are selected.

Roadway Capital Improvement Program Schedule for Fiscal Year 2012-2013											
Project Name	FY 12-13										
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Emergency Pavement Point Repairs	PROJECT COMPLETE										
Citywide Pavement Point Repairs											
Parkcrest Dr - North of Walzem to Candleglo*											
Blue Grass Lane - Fenwick to Balfour*											
Hickory Hollow - Windrock to Spanish Moss*											
Pintail Point at Hickory Hollow*											
Cattail Creek at Hickory Hollow*											
Moorside Drive – Fenway to Fawndale*											
North Gap Dr at North Bend Dr*											
Parkcrest Dr at Walzem Rd*											

*The schedule shown is preliminary and may change as project conditions are refined.

- Procurement Phase
- Design Phase
- Construction Phase

The map below shows the planned Roadway CIP projects for the next three fiscal years.



IN THE SPOTLIGHT

Parkcrest Drive – North of Walzem to Candleglo

This project also began in October, with engineering and project management provided by **Raba Kistner** and subconsultant M&S Engineering. This project involves a topographic survey, geotechnical engineering with pavement cores and testing, and design documents prior to receiving competitive bids from roadway contractors.

The team provided final drawings, specifications, and construction bid documents on December 13, 2012. The City released an invitation for bid (IFB) for the construction of the project and bids were due January 11, 2013. The team will now review contractor bids and make recommendations to the city council for the selection of a contractor by the end of January or early February.

PROJECT HIGHLIGHTS

Citywide Pavement Point Repairs

This project began in October, the start of FY 12-13, with engineering and project management provided by **Young Professional Resources (YPR)** of Windcrest. This project involves pavement repairs that require some level of engineering prior to receiving bids from pavement contractors. In November, the engineering design and specifications were completed and bid documents were issued. During the month of December, **YPR**:

- Reviewed bids, performed reference checks, and made recommendations
- Set up pre-construction meeting with the contractor to be held on January 17, 2013.

Contractors bids were due on December 7, 2012, and **YPR** recommended that City Council award the contract to ASC Paving Inc. for \$164,505.00. The pre-construction meeting will be held on January 17, 2013 and ASC Paving will begin construction on January 24, 2013 with construction phase engineering services to continue to be provided by **YPR**.

Major Roadway Design Projects

The major street rehabilitation projects for this fiscal year are being combined into a single engineering design package to increase cost savings, develop consistent repair standards, and attract high quality engineering and construction teams. The first major step in this process began with a Request for Qualifications issued in October for Engineering Design Services. Twelve respected local and state-wide engineering firms submitted their Statements of Qualifications. These firms were evaluated and ranked in November and early December by the City based on their innovative approach to the City's challenging pavement problems and their demonstrated experience with similar projects. In December, the selected firm, IDS Engineering, began contract negotiations with the city to be finalized in the month of January. The streets included in this design package are:

- Blue Grass Lane – Fenwick to Balfour
- Hickory Hollow – Windrock to Spanish Moss
- Pintail Point at Hickory Hollow
- Cattail Creek at Hickory Hollow
- Moorside Drive – Fenway to Fawndale
- North Gap Drive at North Bend Drive
- Parkcrest Drive at Walzem Road



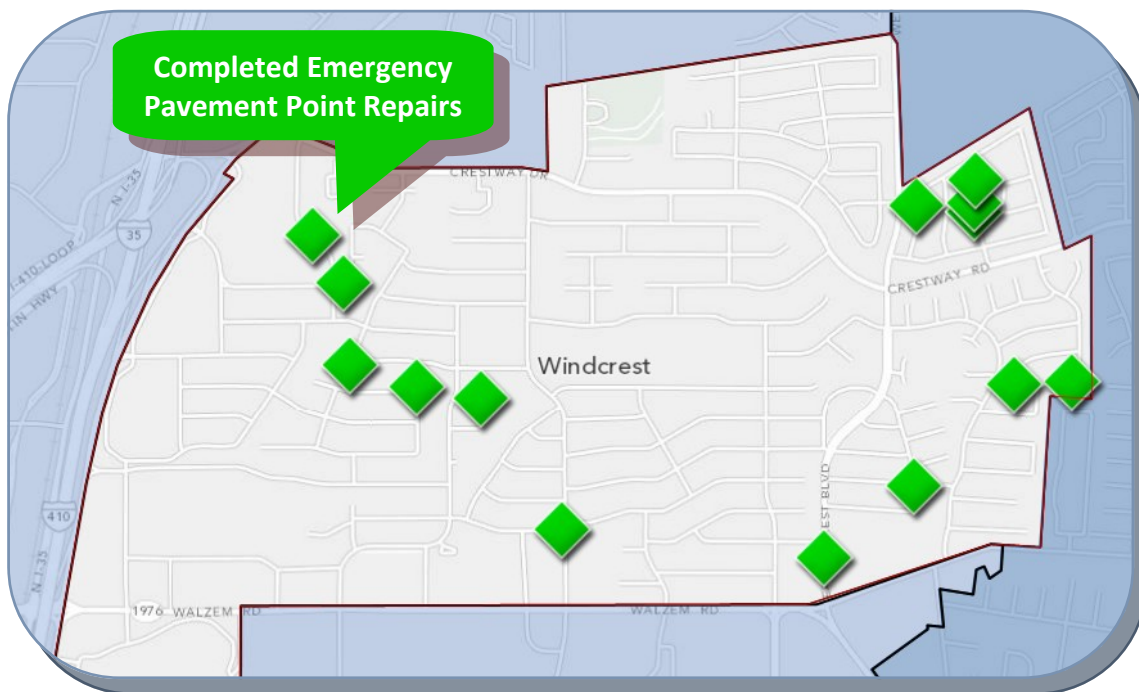
LOOKING FORWARD

Much is planned for the new year. The Citywide Pavement Point Repairs will be in full swing by the end of January and you will start to see more complex repairs and progress in the identified areas. A contractor will soon be selected for the Parkcrest Drive project north of the Walzem Road intersection so work can begin. Finally, a key feature of the pending contract bid from IDS Engineering for the major roadway design process involves a unique participatory process including interviews with residents that will be impacted by the construction and new designs. This will insure that the new roads in Windcrest fit the proper needs of the residents and that construction is completed in a way that minimizes disruption. Stay tuned for ramped up progress and for the next status report in February.

COMPLETED PROJECTS

Emergency Pavement Point Repairs

Maintaining the City's existing roadways is a key goal of the Roadway CIP. After the severe rains of September, the City initiated Emergency Pavement Point Repairs in October which was completed in December 2012. Engineering and project management was provided by **Young Professional Resources (YPR)** of Windcrest. This project targeted pavement areas that, if not corrected quickly, would lead to more extensive and expensive repairs later. The following map shows the areas which underwent emergency repairs. Pictures to the left highlight steps in the process.



ABOUT THE WINDCREST ROADWAY CAPITAL IMPROVEMENT PROGRAM

The City of Windcrest has experienced significant pavement distress on roadways across the City as a result of the recent record drought conditions. The drought and recent rains have activated the severe shrink-swell behavior of the soils on which the City's roadways are built.

To enhance the quality of life for City residents and improve as many lane miles of distressed pavements as funding allows, the City has begun a prioritized, multi-year Roadway Capital Improvement Program (CIP). This is the first such program ever initiated by the City. The program aims to patch potholes and failed pavement sections, seal pavement cracks, resurface pavements, reconstruct roadways, and repair sidewalks and drainage in some areas.

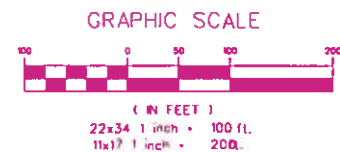
The City has committed to a total CIP budget of \$3.5M, with plans to spend approximately \$1.7M this fiscal year, including planning, design, and construction. The CIP will be funded by cash saved by the City. As part of the Roadway CIP, the City has selected **Raba Kistner, Inc.** of San Antonio to support City staff in the management and oversight of the program.

- 1 SEE CONTINUANCE ON OTHER SHEETS
- 2 OVERHEAD PRIMARY TO UNDERGROUND BY CPS
- 3 RELOCATED POWER POLE
- 4 RELOCATE EXISTING LIGHT POLE
- 5 REMOVE EXISTING LIGHT & POLE. SECURE ELECTRICAL BACK TO NEAREST GROUND BOX.
- 6 SEE TRAFFIC SIGNAL LAYOUT ON ADDITIONAL SHEETS.

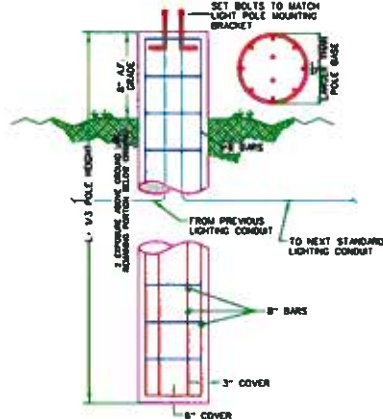
LIGHTING CIRCUIT FOR XFMR1 - 16,200 WATTS
16.2 KW

LIGHTING CIRCUIT FOR XFMR2
LIGHTS - 14,040 WATTS
TRAFFIC SIGNAL - 8500 WATTS
22.54 KW

LIGHTING CIRCUIT FOR XFMR3 - 16,200 WATTS

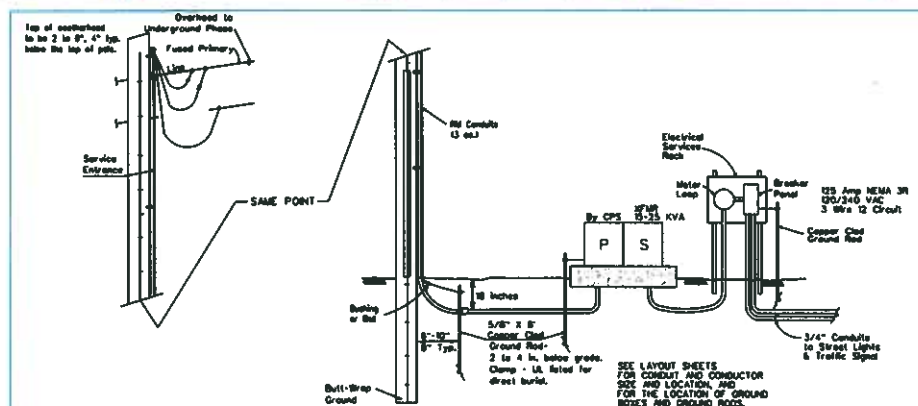


THE GENERAL CONTRACTOR IS RESPONSIBLE
FOR PIERS AND SETTING OF ANCHOR BOLTS
*/ REQUIRED ALIGNMENT AND PROJECTION
PRIOR TO POURING CONCRETE.



LUMINAIRE SCHEDULE									
SYMBOL	LABEL	QUANTITY	CATALOG NUMBER	DESCRIPTION	LAMP	FILE	LUMENS	LF	WATT
	A	12	KVFS 3000 SYMFL	SQUARE AREA LIGHT, SYMMETRIC DISTRIBUTION, FLAM ALARM, MEETS THE NIGHTTIME FRIENDLY CRITERIA	ONE 800-BALL1 CLEAR B1-37 METAL HALIDE, VERTICAL, BARE-UP POSITION	KVFS 3000 SYMFL.Jab	10000	800	1000
	B	16	KVFS 3000 SYMFL	SQUARE AREA LIGHT, SYMMETRIC DISTRIBUTION, FLAM ALARM, MEETS THE NIGHTTIME FRIENDLY CRITERIA	ONE 800-BALL1 CLEAR B1-37 METAL HALIDE, VERTICAL, BARE-UP POSITION	KVFS 3000 SYMFL.Jab	10000	800	2000

AS SPECIFIED BY RACKSPACE SUPPLIER



TYPICAL RISER DIAGRAM
NOT TO SCALE

PANEL PL-1				AMP 125 MOUNTING/SURFACE			
				VOLTS 240/120 PH. 3 WIRE			
OKT	LOAD	WIRE	BUR		BUR	WIRE	LOAD
1	STR LAMP	8	20		30	8	STR LAMP
2	STR LAMP	8	20		30	8	STR LAMP
3	STR LAMP	8	30				SPARE
7	STR LAMP	8	30				-
8	SPARE						-
11	SPARE						SPARE

PANEL PL-2				AMP 025 MOUNTING/NEW ACC VOL.15 246/020 PH. 3 WIRE MA			
CHT	LOAD	WIRE	BRK		BRK	WIRE	LOAD
1	STR LAMP	8	20		30	8	STR LAMP
3	STR LAMP	8	20		30	8	STR LAMP
5	STR LAMP	8	20		40	6	TRAFFIC
7	STR LAMP	8	20		40	6	SIGNAL
9	SPARE						SPARE
11	SPARE						SPARE

PANEL PL-3				AMP 125 MOUNTING/SURFACE VOLTS 240/120 PH. 3 WIRE NA			
CKT	LOAD	WIRE	BKR		BKR	WIRE	LOAD
1	STR LAMPS	8	20		20	8	STR LAMPS
3	STR LAMPS	8	25		25	8	STR LAMPS
5	STR LAMPS	8	25				SPARE
7	STR LAMPS	8	25				-
9	SPARE						-
11	SPARE						SPARE

NOTES:
1. ALL SITE ILLUMINATION FIXTURES A AND B SHALL BE INSTALLED COMPLETE WITH BASES, POLES, ARMS, FIXTURES AND PHOTO CELLS.
2. ALL EXISTING UTILITY DEPTHS & LOCATIONS ARE APPROXIMATE ONLY. LOCATES SHALL BE CALLED FOR FIELD VERIFIED BY CONTRACTOR.

	PROPOSED STREET LIGHT S-1 (1080 W)
	PROPOSED STREET LIGHT S-2 (2160 W)
	PROPOSED GROUND BOX
	PROPOSED METER & DISCONNECT PEDESTAL
	PROPOSED CONDUIT
	PROPOSED ELECTRICAL SERVICE (XFMR)
	EXISTING UNDERGROUND ELECTRIC
	PROPOSED UNDERGROUND ELECTRIC
	UNDERGROUND ELECTRIC PRIMARY



CHECKED	
DRAWN	D.D.
DATED	JANUARY 2012
SHEET	SHEET 11
CAD FILE	

Don McCrary & Associates, Inc.
ENGINEERS & SURVEYORS
323 Breesport
San Antonio, Texas 78216-2602
(210) 349-2651



CRACKER ROAD - OLD WINDSOR PARK MALL

OVERALL LIGHTING PLAN

CITY OF WINDCREST, TEXAS



City Council Agenda Item Report

January 28, 2013

Contact – Chief Al Ballew & Sarah Mangham

aballew@windcrest-tx.gov; smangham@windcrest-tx.gov

SUBJECT:

DELIBERATION AND POSSIBLE ACTION ON THE CITY COUNCIL AUTHORIZING THE INCREASE IN WCCPD CAPITAL EXPENDITURES TO COME FROM FUND BALANCE.

1. BACKGROUND/HISTORY

Staff would like to request to utilize a portion of fund balance, as well as an increase in sales tax in WCCPD funds to purchase additional capital items.

Staff presented the list of items and associated cost to the WCCPD Board on 01/16/2013, and it was approved thru the board unanimously.

2. FINDINGS/CURRENT ACTIVITY

Staff is requesting \$132,747.60

Items to be purchased

- 3 Police Tahoes and related equipment
- Additional COPSync items for other uniformed officers who does not drive the traditional Police cruiser / tahoe.

3. FINANCIAL IMPACT -

The increase in cost will come from the Fund Balance and additional sales tax. Staff is including raising Sales Tax from 393,380 to \$483,380 which is still \$7,487 below actual for FY 2011-12. After all the sales tax has been posted for the fiscal year ending 2011-12, our new projected fund balance for the beginning of 2012-13 is \$237,890. An increase of \$91,614.00. The amount needed is \$132,747.60.

4. ACTION OPTIONS/RECOMMENDATION

Staff recommends the Council to approve this amount and we will move it forward for second reading on February 4th.

PACKET: 00291-WCCPD Fund Balance

BUDGET CODE: CB-Current Budget

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

Budget Adj. # 000361							
18 500-800	2/04/2013	CIP Expenditures fr	132,747.60	153,000.00	4,614.75	290,362.35	216,231.91
CAPITAL EXPENDITURES							
18 4101	2/04/2013	CIP Expenditures fr	90,000.00	393,380.00-	0.00	483,380.00-	378,744.49-
INCOME - SALES TAX							
TOTAL NO. ADJUSTMENTS--REVENUE:					1	90,000.00	
TOTAL NO. ADJUSTMENTS--EXPENSE:					1	132,747.60	
TOTAL IN PACKET--						222,747.60	

*** NO WARNINGS ***

*** NO ERRORS ***

*** END OF REPORT ***

ORDINANCE NO. 2013-687(O)

AN ORDINANCE APPROVING AND ADOPTING AN AMENDMENT TO THE BUDGET FOR OPERATING THE MUNICIPAL GOVERNMENT OF THE CITY OF WINDCREST FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2012 AND ENDING ON SEPTEMBER 30 2013; AND ESTABLISHING A SAVINGS CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, the City Council desires to amend the operating budget of the municipal government of the City of Windcrest for the fiscal year October 1, 2012 to September 30, 2013; and,

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

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

Section 1. That the City Council of the City of Windcrest does hereby ratify, approve and adopt the amendments to the budget considered for fiscal year of October 1, 2012 to September 30, 2013 as identified in Attachment "A" of this ordinance.

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

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

PASSED AND APPROVED, on the 28th day of January, 2013 at a regular meeting of the City Council of the City of Windcrest, Texas which meeting was held in compliance with the Open Meetings Act, Tex. Gov't Code, §551.001, et.seq. at which meeting a quorum was present and voting.

CITY OF WINDCREST, TEXAS

Alan Baxter, Mayor

ATTEST:

Kelly Rodriguez, City Secretary

Michael Brennan, City Attorney



WINDCREST TEXAS

Ordinance 2013-688(O)

January 28, 2013

**Code of Ordinances
Chap. 14
Sec. 14.102 (3)**

SUBJECT: City Council will review, discuss and may take action on Ordinance No. 2013-688(O), an ordinance amending Chapter 14, Noise of the Code of Ordinances by revising section 14.102 #3 relating to animals which make frequent or long continued noise.

1. CURRENTLY READS:

(3) The keeping of any animal, fowl, or bird, which makes frequent, or long, continued noise for an extended period of time. Such extended period of time shall consist of continuous noise for 30 minutes or more in any 24-hour period, or intermittent noise for 60 minutes or more during any 24-hour period. (<http://www.windcrest-tx.gov/DocumentCenter/View/22>)

2. WILL READ (AFTER COUNCIL APPROVAL):

(3) The keeping of any non-canine animal, fowl or bird which makes frequent or long continued noise;

ORDINANCE NO. 2013-688(O)

**AN ORDINANCE AMENDING CHAPTER 14, NOISE, OF THE
CODE OF ORDINANCES BY REVISING SECTION 14.102 3
RELATING TO ANIMALS WHICH MAKE FREQUENT OR
LONG CONTINUED NOISE.**

WHEREAS, the City Council finds that Chapter 3, Animal Control, of the Code of Ordinances addresses noise nuisances by dogs so that there is no need for regulation of dog noise nuisances in Chapter 14 of the Code of Ordinances.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE
CITY OF WINDCREST**, that Chapter 14, Noise, Section 14.102 3, of the Code of Ordinances is hereby amended to state as follows:

“3. The keeping of any non-canine animal, fowl or bird which makes frequent or long continued noise;”

PASSED AND APPROVED this 28th day of January, 2013.

MAYOR

ATTEST:

KELLY RODRIGUEZ, City Secretary

APPROVED AS TO FORM:

MICHAEL S. BRENAN, City Attorney



WINDCREST TEXAS

Ordinance 2013-689(O)

January 28, 2013

Code of Ordinances
Chapter 4
Sec 4.702

SUBJECT: AN ORDINANCE AMENDING CHAPTER 4, BILLBOARDS AND SIGNS, OF THE CODE OF ORDINANCES BY REPEALING EXISTING SECTION 4.702 AND ADOPTING A NEW SECTION 4.702 PERTAINING TO SMALL SIGNS IN R-1 ZONING DISTRICTS.

1. CURRENTLY READS:

“A permit is not required for the owner of an R-1 residence to erect on subject property; for sale, for rent, garage sale, or safety sign of four (4) square feet or less.” <http://www.windcrest-tx.gov/DocumentCenter/View/39>

2. WILL READ (AFTER COUNCIL APPROVAL):

“A permit is not required for the occupant of a R-1 District residence to erect a for sale sign, for rent sign, garage or estate sale sign, safety sign, no trespass sign or a sign related to missing pets or adoption of pets. Such signs shall not exceed four (4) square feet in area, shall not exceed more than two (2) signs at any one time and may only be placed on the occupant’s private property or public right-of-way between the front yard of the occupant’s private property and the adjoining paved street (provided that such signs shall not obstruct the view of motorists on the paved street).”

ORDINANCE NO. 2013-689(O)

**AN ORDINANCE AMENDING CHAPTER 4, BILLBOARDS AND
SIGNS, OF THE CODE OF ORDINANCES BY REPEALING
EXISTING SECTION 4.702 AND ADOPTING A NEW SECTION 4.702
PERTAINING TO SMALL SIGNS IN R-1 ZONING DISTRICTS.**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WINDCREST,
TEXAS that Chapter 4, Billboards and Signs, is amended by repealing the current section 4.702
and adopting the following new section 4.702:

“Sec. 4.702 ADVERTISING SIGNS

 A permit is not required for the occupant of a R-1 District
residence to erect a for sale sign, for rent sign, garage or estate sale sign, safety sign, no trespass
sign or a sign related to missing pets or adoption of pets. Such signs shall not exceed four (4)
square feet in area, shall not exceed more than two (2) signs at any one time and may only be
placed on the occupant’s private property or public right-of-way between the front yard of the
occupant’s private property and the adjoining paved street (provided that such signs shall not
obstruct the view of motorists on the paved street).”

This ordinance shall take effect five (5) days after publication of its caption.

PASSED and APPROVED this 28th day of January, 2013.

Mayor

ATTEST:

Kelly Rodriguez, City Secretary

APPROVED AS TO FORM:

Michael S. Brenan, City Attorney

RESOLUTION NUMBER 2012-417 (R)

A RESOLUTION APPROVING A CONTRACT AND THE FEE OF IDS ENGINEERING GROUP FOR ENGINEERING SERVICES FOR THE CITY'S ROADWAY CAPITAL IMPROVEMENT PROGRAM AND AUTHORIZING THE CITY MANAGER TO ISSUE A REQUEST FOR PROPOSALS OR BIDS FOR THE CONSTRUCTION OF SUCH ROADWAY CAPITAL IMPROVEMENTS THROUGHOUT THE CITY OF WINDCREST.

WHEREAS, on December 13, 2012 the City of Windcrest City Council adopted Resolution 416(R) selecting IDS Engineering Group to provide engineering services for the city's roadway capital improvement program subject to the negotiation by the city manager of a contract for such services; and

WHEREAS, it is the desire of the City Council for IDS Engineering Group, upon execution of a contract for engineering services, to proceed with the development and issuance of a Request for Proposals or Bids for the city's roadway capital improvement program.

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

1. The IDS Engineering Group's fee for engineering services relating to the roadway capital improvements (CIP-001) shall not exceed the fee provided in Exhibit A.
2. The City Manager is hereby authorized to execute a contract with IDS Engineering as provided in Exhibit A for the performance of engineering services relating to the roadway capital improvements (CIP-001).
3. The City Manager is hereby authorized to develop and release a Request for Proposals or Bids for the performance of roadway capital improvements (CIP-001) throughout the City of Windcrest.

DULY PASSED AND APPROVED, on the 7th day of January, 2013, at a regularly scheduled meeting of the City Council of the City of Windcrest, Texas, which meeting was held in compliance with the Open Meetings Act, Tex. Gov't. Code §551.001, et. seq. at which meeting a quorum was present and voting.

CITY OF WINDCREST, TEXAS

Alan E. Baxter, Mayor

ATTEST

Kelly Rodriguez, City Secretary

APPROVED AS TO FORM

Michael Brennan, City Attorney

CITY OF WINDCREST, TEXAS
ARCHITECTS & ENGINEERING PROFESSIONAL SERVICES CONTRACT

This Contract is between the **City of Windcrest**, a Texas home-rule municipal corporation, (the “City”) and IDS Engineering Group, a Texas corporation (the “Contractor”), whereby the Contractor agrees to provide the City with certain professional services as described herein and the City agrees to pay the Contractor for those services.

ARTICLE I
Scope of Services

- 1.01 In consideration of the compensation stated in paragraph 2.01 herein below, the Contractor agrees to provide the City with the professional services as described in **Exhibit “A”**, the Scope of Services, which is incorporated herein by reference for all purposes, and which services may be more generally described as follows: Roadway CIP 2013 (the “Project”).

ARTICLE II
Payment

- 2.01 In consideration of the Contractor’s provision of the professional services in compliance with all terms and conditions of this Contract, the City shall pay the Contractor according to the terms set forth in **Exhibit “B”**. Except in the event of a duly authorized change order, approved by the City as provided in this Contract, the total cost of all professional services provided under this Contract may not exceed One Hundred and Twenty Five Thousand and zero/100 Dollars (\$125,000).

ARTICLE III
Time of Performance and Construction Cost

- 3.01 The Contractor shall complete the professional services within the times set forth below. The Contractor shall exercise a degree of care and diligence in the performance of all services under this Contractor in accordance with the professional standards prevailing among Contractors in the location in which Contractor practices, Windcrest, Texas, or San Antonio, Texas, whichever is the higher standard, skilled in design for projects of similar scope, and all of the Contractor services shall be performed as expeditiously as is consistent with said standards and the orderly progress of the Work. All time frames shown exclude review time by the City and other applicable entities.

[Conceptual Design: 56 **calendar days** after the authorization to commence planning]
[Preliminary Project Design: 28 **calendar days** after authorization to commence PPD]
[Final Design: 28 **calendar days** after authorization to commence final design]

- 3.02 All design work and other professional services provided under this Contract must be

completed by the following date: End of construction contractor's warranty period.

- 3.03 **Time is of the essence of this Contract.** The Contractor shall be prepared to provide the professional services in the most expedient and efficient manner possible in order to complete the work by the times specified. Promptly after the execution of this Contract, the Contractor shall prepare and submit for the City to approve in writing, a detailed schedule for the performance of the Contractor's services to meet the City's project milestone dates which are included in this Contract. The Contractor's schedule shall include allowances for periods of time required for the City's review and for approval of submissions by authorities having jurisdiction over the Project. The time limits established by this schedule over which Contractor has control shall not be exceeded without written approval from the City.
- 3.04 The Contractor's services consist of all of the services required to be performed by Contractor, Contractor's employees and Contractor's consultants under the terms of this Contract. Such services include normal civil, structural, mechanical and electrical engineering services, plumbing, food service, acoustical and landscape services, and any other design services that are normally or customarily furnished and reasonably necessary for the Project. The Contractor shall contract and employ at his expense consultants necessary for the design of the Project, and such consultants shall be licensed as required by the State of Texas and approved in writing by the City.
- 3.05 The Contractor shall designate a principal of the firm reasonably satisfactory to the City who shall, so long as employed by Contractor and acceptable to the City, remain in charge of professional services through completion and be available for general consultation throughout the Project. Any replacement of that principal shall be approved in writing (which shall not be unreasonably withheld) by the City, prior to replacement.
- 3.06 Contractor shall be responsible for the coordination of all drawings and design documents relating to Contractor's design and used on the Project, regardless of whether such drawings and documents are prepared by Contractor. Contractor shall be responsible for the completeness and accuracy of all drawings and specifications submitted by or through Contractor and for their compliance with all currently applicable codes, ordinances, regulations, laws and statutes.
- 3.07 Contractor's evaluations of the City's project budget and the preliminary estimates of construction cost and detailed estimates of construction cost, represent the Contractor's best judgment as a design professional familiar with the construction industry.
- 3.08 The construction budget for this Project, which is established as a condition of this Contract is \$1,500,000. This construction budget shall not be exceeded unless the amount is changed in writing by the City.

ARTICLE IV

Conceptual Design

- 4.01 Upon the Contractor's receipt from the City of a letter of authorization to commence planning, the Contractor shall meet with the City for the purpose of determining the nature of the Project. The Contractor shall inquire in writing as to the information he believes the City may have in its possession that is necessary for the Contractor's performance. The City shall provide the information within its possession that it can make available to the Contractor. The City shall designate a representative to act as the contact person on behalf of the City.
- 4.02 The Contractor shall determine the City's needs with regard to the Project, including, but not limited to, tests, analyses, reports, site evaluations, needs surveys, comparisons with other municipal Projects, review of budgetary constraints and other preliminary investigations necessary for the Project. Contractor shall verify the observable existing conditions of the Project and verify any existing as-built drawings. Contractor shall confirm that the Project can be designed and constructed within the time limits outlined in this Contract. Contractor shall prepare a detailed design phase schedule which includes all review and approval periods during the schematic design, design development and construction document phases. Contractor shall confirm that the Project can be designed and constructed for the dollar amount of the project budget, if applicable.
- 4.03 The Contractor shall prepare a conceptual design that shall include schematic layouts, surveys, sketches and exhibits demonstrating the considerations involved in the Project. The conceptual design shall contemplate compliance with all currently applicable laws, statutes, ordinances, codes and regulations. Upon the City's request, the Contractor shall meet with City staff and the City Council to make a presentation of his report.

ARTICLE V Preliminary Design

- 5.01 The City shall direct the Contractor to commence work on the Project design by sending to the Contractor a "letter of authorization" to begin work on the preliminary Project design pursuant to this Contract. Upon receipt of the Letter of Authorization to commence preliminary Project design, the Contractor shall meet with the City for the purpose of determining the extent of any revisions to the Conceptual Design.
- 5.02 The Contractor shall prepare the preliminary design of the Project, including, but not limited to, the preliminary drawings and specifications and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate. The Contractor shall submit to the City a detailed estimate of the construction costs of the Project, based on current area, volume, or other unit costs. This estimate shall also indicate both the cost of each category of work involved in constructing the Project and the time required for construction of the Project from commencement to final completion.
- 5.03 Upon completion of the preliminary design of the Project, the Contractor shall so notify

the City. Upon request the Contractor shall meet with the City staff and City Council to make a presentation of his preliminary design of the Project. The Contractor shall provide an explanation of the preliminary design and cost estimate and shall verify that, to the best of Contractor's belief, the Project requirements and construction can be completed within the project budget and schedule.

ARTICLE VI

Final Design

- 6.01 The City shall direct the Contractor to commence work on the final design of the Project by sending to the Contractor a "letter of authorization" to begin work on the final design phase of the Project. Upon receipt of the Letter of Authorization to proceed with final design of the Project, the Contractor shall immediately prepare the final design, including, but not limited to, the bid documents, contract, drawings, and specifications, to fix and describe the size and character of the Project as to structural, mechanical, and electrical systems, materials, and such other elements as may be appropriate. The final design of the Project shall comply with all currently applicable laws, statutes, ordinances, codes and regulations.
- 6.02 Notwithstanding the City's approval of the final design, the Contractor shall ensure that the final design will be sufficient and adequate to fulfill the purposes of the Project.
- 6.03 **The Contractor shall prepare and separately seal the special provisions, the technical specifications, and bid proposal form(s) in conformance with the City's current pre-approved, "Standard Form of Construction Agreement" for the construction contract between the City and the contractor. The Contractor hereby agrees that no changes, modifications, supplementations, alterations, or deletions will be made to the City's standard form without the prior written approval of the City.**
- 6.04 The Contractor shall provide the City with complete contract documents sufficient to be advertised for bids by the City. The contract documents shall include the design and specifications and other changes that are required to fulfill the purpose of the Project. Upon completion of the final design of the Project, with the submission of the complete contract documents, and upon request of the City, the Contractor shall meet with City Staff and the City Council to present the final design of the Project. The Contractor shall provide an explanation of the final design and cost estimate.

ARTICLE VII

Bid Preparations & Evaluation

- 7.01 The Contractor shall assist the City in advertising for and obtaining bids or negotiating proposals for the construction of the Project. Upon request, the Contractor shall meet with City Staff and the City Council to present, and make recommendations on, the bids submitted for the construction of the Project.

- 7.02 The Contractor shall review the construction contractors' bids, including subcontractors, suppliers, and other persons required for completion of the Project. The Contractor shall evaluate each bid and provide these evaluations to the City along with a recommendation on each bid. If the lowest bid for the construction of the Project exceeds the final cost estimate set forth in the final design of the Project, then the Contractor, at his sole cost and expense, shall revise the construction documents so that the total construction costs of the Project will not exceed the final cost estimate contained in the final design of the Project.
- 7.03 Where substitutions are requested by a construction contractor, the Contractor shall review the substitution requested and approve or disapprove such substitutions.

ARTICLE VIII

Construction

- 8.01 The Contractor shall be a representative of, and shall advise and consult with, the City (1) during construction, and (2) at the City's direction from time to time during the correction, or warranty, period described in the construction contract. The Contractor shall have authority to act on behalf of the City only to the extent provided in this Agreement unless modified by written instrument.
- 8.02 The Contractor shall make visits to the site, with a frequency appropriate to the scope of the Project, to inspect the progress and quality of the executed work of the construction contractor and his subcontractors and to determine if such work is proceeding in accordance with the contract documents. Contractor shall periodically review the as-built drawings for accuracy and completeness, and shall report his findings to the City.
- 8.03 The Contractor shall keep the City informed of the progress and quality of the work. The Contractor shall promptly report to the City any defects or deficiencies in such work and shall disapprove or reject any work failing to conform to the contract documents.
- 8.04 The Contractor shall review and approve shop drawings and samples, the results of tests and inspections, and other data that each construction contractor or subcontractor is required to provide. The Contractor's review and approval shall include a determination of whether the work complies with all currently applicable laws, statutes, ordinances and codes and a determination of whether the work, when completed, will be in compliance with the requirements of the contract documents.
- 8.05 The Contractor shall determine the acceptability of substitute materials and equipment that may be proposed by construction contractors or subcontractors. The Contractor shall also receive and review maintenance and operating instruction manuals, schedules, guarantees, and certificates of inspection, which are to be assembled by the construction contractor in accordance with the contract documents.
- 8.06 The Contractor shall issue all instructions of the City to the construction contractor as

well as interpretations and clarifications of the contract documents pertaining to the performance of the work. Contractor shall interpret the contract documents and judge the performance thereunder by the contractor constructing the Project, and Contractor shall, within a reasonable time, render such interpretations and clarifications as it may deem necessary for the proper execution and progress of the Work. Contractor shall receive no additional compensation for providing clarification of the Drawings and Specifications.

- 8.07 The Contractor shall review the amounts owing to the construction contractor and recommend to the City, in writing, payments to the construction contractor of such amounts. The Contractor's recommendation of payment, being based upon the Contractor's on-site inspections and his experience and qualifications as a design professional, shall constitute a recommendation by the Contractor to the City that the quality of such work is in accordance with the contract documents and that the work has progressed to the point reflected in Contractor's recommendation for payment.
- 8.08 Upon notification from the construction contractor that the Project is substantially complete, the Contractor shall conduct an inspection of the site to determine if the Project is substantially complete. The Contractor shall prepare a checklist of items that shall be completed prior to final acceptance. Upon notification by the construction contractor that the checklist items designated by the Contractor for completion have been completed, the Contractor shall inspect the Project to verify final completion.
- 8.09 The Contractor shall not be responsible for the work of the construction contractor or any of his subcontractors, except that the Contractor shall be responsible for the construction contractor's schedules or failure to carry out the work in accordance with the contract documents if such failures result from the Contractor's negligent acts or omissions. This provision shall not alter the Contractor's duties to the City arising from the performance of the Contractor's obligations under this Contract.
- 8.10 The Contractor shall conduct at least one on-site inspection during the warranty period and shall report to the City as to the continued acceptability of the work.
- 8.11 The Contractor shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project without an advance, written authorization from the City.
- 8.12 The Contractor shall perform all of its duties under this Article VIII so as to not cause any delay in the progress of construction of the Project.
- 8.13 The Contractor shall assist the construction contractor and City in obtaining an Occupancy Permit by accompanying governing officials during inspections of the Project if requested to do so by the City.

ARTICLE IX
Change Orders & Documents & Materials

- 9.01 No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the City. The Contractor shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project.
- 9.02 a. When the original contract amount plus all change orders is less than \$50,000, the City Manager or his delegate may approve the written change order provided the change order does not increase the total amount set forth in the contract to more than \$50,000. For such contracts, when a change order results in a total contract amount that exceeds \$50,000, the City Council must approve such change order prior to commencement of the services or work; and
- b. When the original contract amount plus all change orders is equal to or greater than \$50,000, the City Manager or his delegate may approve the written change order provided the change order does not exceed \$10,000, and provided the sum of all change orders does not exceed 25% of the original contract amount. For such contracts, when a change order exceeds \$10,000 or when the sum of all change orders exceeds 25% of the original contract, the City Council must approve such change order prior to commencement of the services or work.
- c. **Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in paragraph two of this Contract shall be made and approved by the City prior to the Contractor providing such services or the right to payment for such additional services shall be waived.** If there is a dispute between the Contractor and the City respecting any service provided or to be provided hereunder by the Contractor, including a dispute as to whether such service is additional to the Scope of Services included in this Contract, the Contractor agrees to continue providing on a timely basis all services to be provided by the Contractor hereunder, including any service as to which there is a dispute.
- 9.03 The Contractor shall furnish the City (1) sets of plans and specifications. It is hereby agreed that additional copies shall be provided to the City at the City's expense. The Contractor shall provide the City (1) sets of reproducible, mylar-record drawings that clearly show all the changes made during the construction process, based upon the marked-up prints, drawings, and other data furnished by the construction contractor to the Contractor. The Contractor shall provide copies of documents, computer files if available, surveys, notes, and tracings used or prepared by the Contractor. The foregoing documentation, the Contractor's work product, and other information in the Contractor's possession concerning the Project shall be the property of the City from the time of preparation. The Contractor shall also furnish one set of digital files representing the final as-built mylars.

ARTICLE X
Warranty, Indemnification & Release

- 10.01 As an experienced and qualified design professional, the Contractor shall ensure that the information provided by the Contractor reflects high professional and industry standards, procedures, and performances. The Contractor shall ensure the design preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel, and the performance of other services under this Contract, pursuant to a high standard of performance in the profession. The Contractor will exercise diligence and due care and perform in a good and workmanlike manner all of the services pursuant to this Contract. Approval of the City shall not constitute, or be deemed, a release of the responsibility and liability of the Contractor, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their designs, information, plans, specifications or any other document, nor shall the City's approval be deemed to be the assumption of responsibility by the City for any defect or error in the aforesaid documents prepared by the Contractor, its employees, associates, agents, or subcontractors.
- 10.02 The Contractor shall promptly correct any defective designs or specifications furnished by the Contractor at no cost to the City. The City's approval, acceptance, use of, or payment for, all or any part of the Contractor's services hereunder or of the Project itself shall in no way alter the Contractor's obligations or the City's rights hereunder.
- 10.03 In all activities or services performed hereunder, the Contractor is an independent contractor and not an agent or employee of the City. The Contractor and its employees are not the agents, servants, or employees of the City. As an independent contractor, the Contractor shall be responsible for the professional services and the final work product contemplated under this Contract. Except for materials furnished by the City, the Contractor shall supply all materials, equipment, and labor required for the professional services to be provided under this Contract. The Contractor shall have ultimate control over the execution of the professional services. The Contractor shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subcontractors, and the City shall have no control of or supervision over the employees of the Contractor or any of the Contractor's subcontractors.
- 10.04 The Contractor must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subcontractors, licensees, and other persons, as well as their personal property, while in the vicinity of the Project or any of the work being done on or for the Project. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the Contractor, its officers, employees, agents, subcontractors, invitees, licensees, and other persons.
- 10.05 Indemnity. The Contractor agrees to indemnify, defend, and hold harmless the City, its officers, employees, and agents (separately and collectively referred to in this paragraph as "Indemnatee"), from and against any and all claims, losses, damages, causes of action, suits, judgments, settlements made by Indemnatee, and**

liability of every kind, including all expenses of litigation, court costs, attorney's fees, and other reasonable costs for damage to or loss of use of any property, for injuries to, or sickness or death of any person, including but not limited to Contractor, any of its subcontractors of any tier, or of any employee or invitee of Contractor or of any such subcontractors, that is caused by, arises out of, related to, or in connection with, the negligence of and/or negligent performance of this Contract by Contractor or by any such subcontractors of any tier, under this Contract.

10.06 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation under Paragraph 10.05, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect.

10.07 Release. The Contractor releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the Contractor or its employees and any loss of or damage to any property of the Contractor or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Contractor's work to be performed hereunder. Both the City and the Contractor expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance and in the event of injury, sickness, death, loss, or damage suffered by the Contractor or its employees. This release shall not if such loss, damage, injury, or death was caused in whole or in part by the City.

ARTICLE XI

Insurance

11.01 The Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The policies, limits and endorsements required are as set forth on Exhibit C.

ARTICLE XII

Use of Drawings, Specifications and Other Documents

12.01 The Drawings, Specifications and other documents prepared by the Contractor and Contractor's consultants for this Project shall become the property of the City whether the Project is completed or not. The City shall be furnished and permitted to retain

reproducible copies and electronic versions of Contractor's Drawings, Specifications and other documents.

- 12.02 The documents prepared by Contractor may be used as a prototype for other facilities by the City. The City may elect to use the Contractor to perform the site adaptation and other architectural services involved in reuse of the prototype. If so, the Contractor is obligated to perform the work for an additional compensation that will fairly compensate the Contractor and its consultants only for the additional work involved. It is reasonable to expect that the fair additional compensation will be significantly less than the fee provided for under this Contract. If the City elects to employ a different architect to perform the site adaptation and other architectural services involved in reuse of the prototype, that architect will be entitled to use Contractor's consultants on the same basis that Contractor would have been entitled to use them for the work on the reuse of the prototype, and such architect will be entitled, to the extent allowed by law, to duplicate the design and review and refer to the construction documents, approved shop drawings and calculations, and change order drawings in performing its work. The Contractor will not be responsible for errors and omissions of a subsequent architect. The Contractor shall commit its consultants to the terms of this subparagraph.
- 12.03 In the event of termination of this Agreement for any reason, the City shall receive all original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project.
- 12.04 Only the details of the drawings relating to this Project may be used by the Contractor on other projects, but they shall not be used as a whole without written authorization by the City. The City furnished forms, conditions, and other written documents shall not be used on other projects by the Contractor.

ARTICLE XIII

Termination

- 13.01 The City may terminate this Contract at any time upon **thirty (30)** calendar days written notice. Upon the Contractor's receipt of such notice, the Contractor shall cease work immediately. The Contractor shall be compensated for the services satisfactorily performed prior to the termination date.
- 13.02 If, through any cause, the Contractor fails to fulfill its obligations under this Contract, or if the Contractor violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving the Contractor **five (5)** calendar days written notice to the Contractor. The Contractor will be compensated for the services satisfactorily performed before the termination date.
- 13.03 No term or provision of this Contract shall be construed to relieve the Contractor of liability to the City for damages sustained by the City because of any breach of contract and/or negligence by the Contractor. The City may withhold payments to the Contractor for the purpose of setoff until the exact amount of damages due the City from the

Contractor is determined and paid.

ARTICLE XIV Miscellaneous Terms

14.01 This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Bexar County, Texas.

14.02 Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

City of Windcrest
Attn: Rafael Castillo, City Manager
8601 Midcrown Drive
Windcrest, Texas 78239

Contractor:
IDS Engineering Group
Attn: Jeffrey McKinnie, PE
613 NW Loop 410, Suite 550
San Antonio, Texas 78216

14.03 No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

14.04 This Contract represents the entire and integrated agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

14.05 This Contract and all rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of the City.

14.06 If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

14.07 The Contractor, its agents, employees, and subcontractors must comply with all currently applicable federal and state laws, the charter and ordinances of the City of Windcrest, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The Contractor must obtain all necessary permits and licenses required in completing the work and providing the services required by this Contract.

- 14.08 The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract.
- 14.09 This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.
- 14.10 **Notice of Indemnification. City and Contractor hereby acknowledge and agree that this Contract contains certain indemnification obligations and covenants.**

IDS ENGINEERING GROUP

By: _____



Printed Name: Timothy E. Buscha, P.E.

Title: Senior Vice President

Date: January 4, 2013

CITY OF WINDCREST

By: _____

City Manager

Date: _____

APPROVED:

City Attorney

Date: _____

Director of Finance

Date: _____

Exhibit A

Scope of Services

Project Limits

- Blue Grass from Fenwick Drive to north of Balfour – 350 lf
- Hickory Hollow from Windrock Drive to Spanish Moss and the full length of Pintail Point and Cattail – total of 1460 feet
- Moorside Drive from Fenway Lane to Fawndale Lane – 600 feet
- North Gap Drive at North Bend Drive – 250 feet
- Parkcrest Drive at Walzem Road – 100 feet

Topographic and Elevation Survey

IDS will prepare a topographic and elevation survey of the Project. Existing utilities will be located by use of publicly available maps, one call service, and surface features.

Right-of-way Resolution and Project Control

The existing right-of-way limits will be determined through abstracting, research, and existing boundary monuments. Horizontal and vertical control points will be provided along the Project at intervals not to exceed 1,000 feet.

Geotechnical Engineering

IDS will obtain a Subsurface Exploration and Pavement Analysis.

Plans, Specification, and Estimates (PS&E)

PS&Es will be prepared and submitted per Articles IV (Conceptual), V (Preliminary), and VI (Final).

Participate in public stakeholder meeting(s) at completion of the Conceptual Design Phase.

The design standards to be used on the Project shall include, but not limited to City of San Antonio Design Standards, the TxDOT Roadway Design Manual and Bridge Design Guideline, the American Association of State Highway and Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Streets (Green Book), Texas Manual on Uniform Traffic Control Devices (TMUTCD), and the Texas Pollutant Discharge Elimination System (TPDES) Guidelines as appropriate for the most cost effective design.

IDS will coordinate with the Texas Department of Transportation (TxDOT) regarding the intersection of Parkcrest and Walzem Rd (FM 1976). IDS will submit for a driveway permit on behalf of the City to TxDOT.

Bid Phase

IDS will provide Bid Phase services per Article VII.

Construction Phase

IDS will provide Construction Phase services per Article VIII.

Construction Surveying Services

Prior to construction, stake project base line including beginning and ending points, PC's, PT's, PI's, and 1,000 foot intervals. Establish temporary benchmarks within 500 feet of the beginning and ending points of the baseline and at 1,000 foot intervals throughout the project outside of the

proposed construction area. Prepare survey control drawing showing the baseline points established in the field and locations by station and offset to the temporary benchmarks.

Exhibit B

Payment Terms

SELECT ONE:

Compensation is based on **actual** hours of work/time devoted to providing the described professional services. The Contractor will be paid at the rates per service or employee shown below. The City will reimburse the Contractor for **actual**, non-salary expenses at the rate of ten percent (**10%**) above the Contractor's actual costs, or at the rates set forth below. Unless amended by a duly authorized written change order, the total payment for all invoices on this job, including both salary and non-salary expenses, shall not exceed the amount set forth in paragraph 2.01 of this Contract \$125,000).

The Contractor must submit **monthly** invoices to the City, accompanied by an explanation of charges, professional fees, services, and expenses. The City will pay such invoices according to its normal payment procedures.

IDS Engineering Group Billing Rates

Senior Manager	\$204/hr
Senior Engineer/Project Manager	\$153/hr
Project Engineer/EIT	\$119/hr
Senior Production.....	\$136/hr
Production	\$102/hr
Construction Manager.....	\$119/hr
Construction Observer	\$102/hr
Administrative.....	\$85/hr
Survey Manager/RPLS	\$110/hr
Survey Coordinator	\$85/hr
Survey Crew.....	\$150/hr

Exhibit C

Insurance Requirements

During the term of this Agreement all Contractor's insurance policies shall meet the following requirements:

- I. Standard Insurance Policies Required:
 - A. Commercial General Liability
 - B. Business Automobile Liability
 - C. Workers' Compensation
 - D. Professional Liability
- II. For each of these policies, the Contractor's insurance coverage shall be primary insurance with respect to the City, its officials, employees and volunteers. Any self-insurance or insurance policies maintained by the City, its officials, employees or volunteers, shall be considered in excess of the Contractor's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Contractor to the City pursuant to this Contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit D, and approved by the City before any letter of authorization to commence planning will issue or any work on the Project commences.
- III. The Contractor shall include all subcontractors as additional insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- IV. General Requirements Applicable to All Policies
 - A. Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
 - B. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a "per occurrence" basis for property damage only.
 - C. "Claims made" policies will not be accepted, except for Professional Liability insurance.
 - D. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of Windcrest by certified mail, return receipt requested.
 - E. Upon request, certified copies of all insurance policies shall be furnished to the City.
 - F. The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties:
 1. that the insurance company is licensed and admitted to do business in the State of Texas

2. that the insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO
3. all endorsements and coverages according to the requirements of this Contract
4. the form of notice of cancellation, termination, or change in coverage provisions
5. original endorsements affecting coverage required by this Contract.
6. The City of Windcrest, its officials, employees, and volunteers are named as Additional Insureds on the Commercial General Liability and Business Automobile Liability Policies. The coverage shall contain no special limitations on the scope of protection afforded the City, its officials, employees, and volunteers.

V. Commercial (General) Liability requirements:

- A. Coverage shall be written by a carrier with an "A:VIII" or better rating in accordance with the current Best Key Rating Guide.
- B. Minimum Limit of \$1,000,000 per occurrence for bodily injury and property damage with a \$2,000,000 annual aggregate.
- C. Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01.
- D. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
- E. The coverage shall include but not be limited to: premises/operations; independent contracts, products/completed operations, contractual liability (insuring the indemnity provided herein), and where exposures exist, Explosion Collapse and Underground coverage.
- F. The City shall be named as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non-contributory.

VI. Business Automobile Liability requirements:

- A. Coverage shall be written by a carrier with an "A:VIII" or better rating in accordance with the current Best Key Rating Guide.
- B. Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.
- C. The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
- D. The coverage shall include owned autos, leased or rented autos, non-owned autos, any autos and hired autos.

VII. Workers Compensation Insurance requirements:

- A. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Contractor, the Contractor, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers' compensation insurance policy: either directly through their employer's policy (the Contractor's, or

subcontractor's policy) or through an executed coverage agreement on an approved Texas Department of Insurance Division of Workers Compensation (DWC) form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.

B. The worker's compensation insurance shall include the following terms:

1. Employer's Liability limits of \$1,000,000 for each accident is required.
2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
3. Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

C. Pursuant to the explicit terms of Title 28, Section 110.110(c)(7) of the Texas Administrative Code, this Agreement, the bid specifications, this Agreement, and all subcontracts on this Project must include the terms and conditions set forth below, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

"A. *Definitions:*

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Division of Workers Compensation, or a coverage agreement (DWC-81, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractors" in § 406.096 [of the Texas Labor Code]) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not

include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.*
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.*
- D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.*
- E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:*
 - (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and*
 - (2) no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.*
- F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.*
- G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.*
- H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Division of Workers Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.*
- I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:*

- (1) *provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;*
- (2) *provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;*
- (3) *provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;*
- (4) *obtain from each other person with whom it contracts, and provide to the Contractor:*
 - (a) *a certificate of coverage, prior to the other person beginning work on the project; and*
 - (b) *a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;*
- (5) *retain all required certificates of coverage on file for the duration of the project and for one year thereafter;*
- (6) *notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and*
- (7) *contractually require each person with whom it contracts, to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.*

J. *By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier*

or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

- K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity.”*

VIII. Professional Liability Requirements:

- A. Coverage shall be written by a carrier with a “A:VIII” or better rating in accordance with the current Best Key Rating Guide.
- B. Minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate, with a maximum deductible of \$200,000.00. Financial statements shall be furnished to the City of Windcrest when requested.
- C. For “claims made” policies, a two-year extended reporting period shall be required.

Exhibit “D”

Certificate(s) of Insurance



WINDCREST TEXAS

City Council Agenda Item Report

January 28, 2013

Contact – Chief Al Ballew
aballew@windcrest-tx.gov

Resolution #: 2013-421(R)

SUBJECT: Deliberation and possible action on an Interlocal Cooperation Contract with the Texas Department of Public Safety, Reprographics & Distribution Services

1. BACKGROUND/HISTORY

The WPD has utilized breath testing when arresting DWI suspects. As a result this testing is lengthy and keeps the officers tied up for long periods of time. I have recently updated policy to process all DWI suspects with blood testing in lieu of breath testing to make this process more efficient and enable officers to return to patrol duties sooner. Currently, blood evidence testing is sent to Bexar County for processing, with each test costing approximately \$120.00, we are currently paying for this service on each test we submit. DPS provides this same testing, but at no additional cost to the City of Windcrest. The only cost involved is a minimal charge of \$5.00 for each blood testing kit.

2. FINDINGS/CURRENT ACTIVITY

Averaging approximately 30-50 DWI arrests per year, this equates to a savings for the City of Windcrest of \$3,600.00-\$6,000.00 per year in testing fees. Requesting Council approval on this agreement to become effective 02/01/2013 thru 08/31/2013.

3. FINANCIAL IMPACT

\$5.00 per blood test kit at approximately 50 per year for a total of \$250.00 per year. This would be taken from current Police Department approved budget line item for Lab Testing.

4. ACTION OPTIONS/RECOMMENDATION

Staff recommends Council to approve this agreement.

RESOLUTION NO 2013-421(R)

**A RESOLUTION APPROVING AN INTERLOCAL COOPERATION
CONTRACT WITH DPS FOR ALCOHOL BLOOD TEST KITS AND
GUNSHOT RESIDUE TEST KITS AND AUTHORIZING THE CITY
MANAGER TO EXECUTE SAID CONTRACT**

WHEREAS, it would enhance the safety and welfare of the citizens of the City of Windcrest for the City to enter into an Interlocal Cooperation Contract with DPS for alcohol blood test kits and gunshot residue test kits.

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

1. That the attached Interlocal cooperation Contract with DPS for alcohol blood test kits and gunshot residue test kits is approved and the City Manager is authorized to execute said contract.

DULY PASSED AND APPROVED, on the 28th day of January, 2013 at a regular meeting of the City Council of the City of Windcrest, Texas, which meeting was held in compliance with the Open Meetings Act, Tex. Gov't. Code, §551.001, et. seq. at which meeting a quorum was present and voting.

CITY OF WINDCREST, TEXAS

Alan Baxter, Mayor

ATTEST:

Kelly Rodriguez, City Secretary

APPROVED:

Michael S. Brennan, City Attorney

**INTERLOCAL COOPERATION CONTRACT
DPS, REPROGRAPHICS & DISTRIBUTION SERVICES
P.O.BOX 15999
AUSTIN, TEXAS 78761-5999**

THE STATE OF TEXAS

COUNTY OF TRAVIS

THIS CONTRACT is entered into by and between the Texas Department of Public Safety and the local government agency shown below as the Contract Parties, pursuant to the authority granted and in compliance with the provisions of "The Interlocal Cooperation Contract Act," Government Code, Chapter 791, and in furtherance of the responsibilities of the Texas Department of Public Safety as provided in Government Code, Chapter 411.

I. CONTRACTING PARTIES

The Receiving Agency: WINDCREST POLICE DEPARTMENT

Complete Address: 8601 MIDCROWN, WINDCREST, TX 78239
Street Address City and State Zip Code

The Performing Agency: Texas Department of Public Safety

II. STATEMENT OF SERVICE TO BE PERFORMED:

The Texas Department of Public Safety will provide, in accordance with the procedures set forth in Department rules, certain forms, manuals, gunshot residue kit, and supplies for the Receiving Agency to use in the Breath Testing and Laboratory Alcohol and Drug Testing Program. The purpose and objective of this Contract is to control and establish uniform procedures, paperwork and supplies used in the above mentioned programs.

III. BASIS FOR CALCULATING COSTS:

Cost shall be in accordance with the attached document (revised price sheet).

IV. PAYMENT FOR SUPPLIES:

Receiving Agency shall submit full payment to the Department of Public Safety at the time of order. Payment shall be made from the Receiving Agency's current revenues.

V. TERMS OF CONTRACT:

This Contract shall become effective February 1, 2013 and shall terminate on August 31, 2013.

THE UNDERSIGNED CONTRACTING PARTIES bind themselves to the faithful performances of this Contract. It is mutually understood that this Contract shall be effective if signed by a person authorized to do so according to the normal operating procedure of said party. If the governing body of a party is required to approve this Contract, it shall not become effective until approved by the governing body of that party. In that event, this contract shall be executed by the duly authorized official(s) of the party as expressed in the approving resolution or order of the governing body of said party, a copy of which shall be attached to this Contract.

RECEIVING AGENCY

City of Windcrest

Name of Agency

By: _____

Authorized Signature

City Manager

Title

Date: 01.28.13

PERFORMING AGENCY

TEXAS DEPARTMENT OF PUBLIC SAFETY

Name of Agency

By: _____

Authorized Signature

Title

Date: _____

INTRODUCTION

The Texas Department of Public Safety is stocking certain forms, manuals, gunshot residue kit, and supplies for the Intoxilyzer Breath Testing Program and the Laboratory Alcohol and Drug Testing Program for all Texas cities, counties and state Department of Public Safety operations. This is being done to control uniformity of procedures, consistency of paper work and supplies of the Breath Testing Program and the Laboratory Alcohol and Drug Testing Program thus strengthening our position in court should the need arise. We will also be able to take advantage of volume buying thus passing on the savings to you, the customer. Certain minimum quantities and packaging will be required in order to be as efficient as possible. The prices will differ between DPS and non-DPS users. The non-DPS agencies will be charged a slightly higher price due to all administrative and handling expense and will be required by law to have an Interlocal Cooperation Contract on file with Reprographic & Distribution Services for any supply item such as mouthpieces, alcohol blood tests kits, gunshot residue kit and urine specimen kit. An Inter-local Contract is not required for printed materials. We strongly urge that all purchases be discussed and coordinated with your local Breath Test Program Technical Supervisor and/or DPS Headquarters Laboratory Alcohol and Drug Testing Program personnel. These individuals are familiar with the ordering procedure and should be aware of any price changes. The Technical Supervisor or Laboratory Alcohol and Drug Testing personnel will also be in a position to advise the purchaser of the quantities of supplies that will be needed.

INSTRUCTIONS FOR THE PURCHASE OF
INTOXILYZER BREATH TESTING AND LABORATORY ALCOHOL/DRUG
TESTING SUPPLIES AND GUN SHOT RESIDUE KIT

1. Submit your request on your department letterhead as per sample letter on page 5.

This letter request must have an authorized signature and the name and phone number of a contact person. Also, furnish exemption number if tax exempt. This letter should be addressed to DPS REPROGRAPHICS & DISTRIBUTION SERVICES, P.O.BOX 15999, AUSTIN, TEXAS 78761-5999.

2. See price list on page 3a (Revised date 2013). These prices will be subject to change on a periodic basis and includes shipping and handling.
3. Submit check or money order along with your letter made out to the Department of Public Safety, Reprographics & Distribution Services.
4. Our minimum stock quantities for non DPS agencies of Intoxilyzer Breath Testing and Alcohol/Drug testing supplies and printed materials will be as listed on page 3a . Minimum quantities must be adhered to.
5. If you have any questions concerning this procedure, please contact Department of Public Safety, Reprographics & Distribution Services, 512-424-5718.

NON DPS AGENCIES PRICE SHEET

This is a SAMPLE ORDER SHEET. **USING YOUR LETTERHEAD**, please follow this format rather than a purchase order form. These items must be **PRE-PAID**.

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>MINIMUM QUANTITY</u>	<u>PRICES</u>	<u>TOTAL AMOUNT</u>
_____	DIC 23 PEACE OFFICERS SWORN REPORT (Rev.9-01)	Pad 50sets	\$2.50/pad	_____
_____	DIC 23A SPECIMEN ROUTING REPORT	Pad 50sets	\$2.50/pad	_____
_____	DIC 24 STATUTORY WARNING	Pad 50sets	\$2.50/pad	_____
_____	DIC 25 NOTICE OF SUSPENSION	Pad 50 sets	\$2.50/pad	_____
_____	DIC 54 PEACE OFFICER'S SWORN REPORT COMM. MOTOR VEHICLE	Pad 50sets	\$2.50/pad	_____
_____	DIC 55 STAUTORY WARNING COMM. MOTOR VEHICLE OPERATORS	Pad 50sets	\$2.50/pad	_____
_____	DIC 56 BREATH TEST TECHNICAL SUPERVISOR AFFIDAVIT	Pad 50sets	\$2.50/pad	_____
_____	DIC 57 NOTICE OF DISQUALIFICATION (Rev. 9-01)	Pad 50sets	\$2.50/pad	_____

DIC SPANISH FORMS:

_____	DIC 24S DWI STATUTORY WARNING	Pad 50 sets	\$2.50/pad	_____
_____	DIC 25S NOTICE OF SUPENSION	Pad 50 sets	\$2.50/pad	_____
_____	DIC 57S NOTICE OF QUALIFICATIONS	Pad 50 sets	\$2.50/pad	_____

THP FORMS:

_____	THP 1 OFFENSE REPORT	Pad of 100 sheets	\$2.50/pad	_____
_____	THP 1A SFST SCORING SHEET	Pad of 100 sheets	\$1.50/pad	_____
_____	THP 51 STATUTORY AUTHRIZ., MANDATORY BLOOD SPECIMEN	Pad of 100 sheets	\$1.50/pad	_____
_____	THP 51A AFFIDAVIT OF PERSON WHO WITHDREW BLOOD	Pad of 100 sheets	\$1.50/pad	_____
_____	THP/BR 38 INTOXILYZER MANUAL	(Binder, Tabs & Contents)	\$7.00each	_____

PRICES SUBJECT TO CHANGE WITHOUT NOTICE!

TOTAL

MAIL ORDERS AND PAYMENTS TO:

REPROGRAPHICS & DISTRIBUTION SERVICES
(Formerly General Services Bureau)

P.O.BOX 15999

AUSTIN, TEXAS 78761-5999

512-424-5718

Revised 2013

.....

NON DPS AGENCIES PRICE SHEET

*Municipalities and Counties must have an Interlocal Contract on file to purchase these items. This is a Sample Order Sheet. **USING YOUR LETTERHEAD**, please follow this format rather than a purchase order form. These items must be **PRE-PAID**.

_____	* PBT (PORTABLE BREATH (Mouthpieces) 1 PKG. of 25each TESTING TUBE)	\$4.50/pkg.	_____
_____	* INTOXILYZER MOUTHPIECES 1 PKG of 25each	\$4.50/Pkg.	_____
_____	* ALCOHOL BLOOD TEST KIT 1 EACH	\$5.00/each	_____
_____	* URINE SPECIMEN TEST KIT 1 EACH	\$4.50/each	_____
_____	* SYRINGE TRANSPORT TUBES 1 EACH	\$3.50/each	_____
_____	* GUNSHOT RESIDUE KIT 1 EACH	\$8.50/EACH	_____

TOTAL AMOUNT ENCLOSED _____

PRICES SUBJECT TO CHANGE WITHOUT NOTICE!

Mail orders and payment to:

REPROGRAPHICS & DISTRIBUTION SERVICES
(Formerly General Services Bureau)
P.O.BOX 15999
AUSTIN, TEXAS 78761-5999
512-424-5718

S - A - M - P - L - E

DEPARTMENT LETTERHEAD

DATE _____

DPS Reprographics & Distribution Services
P.O.Box 15999
Austin, Texas 78761-5999

Gentlemen:

Please enter our purchase order for the following Intoxilyzer Breath Testing Publication and/or supplies:

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>PRICE EACH</u>	<u>TOTAL AMOUNT</u>
1 ea.	THP/BR 38 INTOXILYZER MANUALS	\$ 7.00/ea.	\$ 7.00
1 pad	THP 1 OFFENSE REPORT	\$1.50/pad	\$ 1.50
6 ctn.	ALCOHOL BLOOD TEST KITS	\$5.00 each	\$ 16.00
TOTAL:			\$ 25.50

My tax exempt number is 1074-1950317-3. My check is enclosed.
The contact person is John Doe; Telephone number is (512) 465-8168.

Sincerely,

Joe Smith
Title _____
Physical Address _____
City, State and Zip Code _____



WINDCREST TEXAS

City Council Agenda Item Report

January 28, 2013

Contact – Tom Garcia/ Michael McAlear

tgarcia@windcrest-tx.gov / mmcalear@windcrest-tx.gov

Resolution #: 2013-422(R)

SUBJECT: Deliberation and possible action on a resolution to award a contract for the performance of Greenspace Maintenance to Maldonado Nursery and Landscaping.

1. BACKGROUND/HISTORY

On December 11th, 2012 the City of Windcrest releases a Request for Bids for the performance of greenspace maintenance. The contract was advertised for bid on December 11th, 2012 and December 18th, 2012 in the San Antonio Express. A Pre-Bid Conference was held on December 20th, 2012 in the City Council Chambers. On January 2nd, 2013 four sealed- bids were opened and publicly read aloud in the Council Chambers.

2. FINDINGS/CURRENT ACTIVITY

The bid documentation allowed for bidding on a variety of mowing cycle options. In addition, the bid documents allowed for the award of either a contract for the duration of the fiscal year, next fiscal year, or both. After City Management applied mowing cycle preferences, Maldonado Nursery & Landscaping had the low bid. For point of reference there were no bidders whose response came from within city limits. Mowing Cycles for Parks (Area A) will be once every 10 weekdays from March through September and once every 15 weekdays from October through February. Mowing Cycles for Drainage Areas (Area B) will be once every 15 weekdays from March through September and once every 30 weekdays for September through October.

3. FINANCIAL IMPACT -

Maldonado Nursery & Landscaping placed a low bid of \$43,305.46 for the duration of Fiscal Year 2013 and an option to renew for \$55,272.30 for the entirety of FY 2014. The recommended Mowing Cycle option stays within the Parks and Recreation Contract Maintenance- Greenbelt (01-506-250)

remaining Budget Balance of \$72,123. If the contract is renewed for FY 2014, the FY 2013 Parks and Recreation Contract Maintenance- Greenbelt (01-506-250) budget of \$85,000 may be reduced by up to \$29,727.70.

4. ACTION OPTIONS/RECOMMENDATION

Staff recommends the award of the greenspace maintenance contract to Maldonado Nursery & Landscaping for the duration of Fiscal Year 2013 with an option to renew for the entirety of Fiscal Year 2014.

RESOLUTION NO. 2013-422(R)

A RESOLUTION ACCEPTING THE BID OF MALDONADO NURSERY AND LANDSCAPING FOR THE PERFORMANCE OF ROUTINE GREENSPACE MAINTENANCE AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT FOR SUCH WORK.

WHEREAS, on December 11, 2012 the City of Windcrest Finance Department released a Request for Bids for the performance of greenspace maintenance, and advertised notices for such bids on December 11, 2012 and December 18, 2012 in the City of Windcrest's Newspaper of Record; and

WHEREAS, on January 2nd, 2013 in the City Council Chambers four sealed bids from prospective contractors were opened, publicly read aloud, and reviewed. Maldonado Nursery and Landscaping was the low bidder at Forty-Three Thousand, Three-Hundred and Five Dollars and Forty-Six Cents (\$43,305.46) for the duration of Fiscal Year 2013 and an option to renew for Fifty-Five Thousand, Two Hundred and Seventy-Two Dollars and Thirty Cents (\$55,272.30) 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 Maldonado Nursery and Landscaping in the amount of Forty-Three Thousand, Three-Hundred and Five Dollars and Forty-Six Cents (\$43,305.46) for the duration of Fiscal Year 2013 and an option to renew for Fifty-Five Thousand, Two Hundred and Seventy-Two Dollars and Thirty Cents (\$55,272.30) for Fiscal Year 2014 for the performance of routine greenspace maintenance. 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 JANUARY, 2013.

Alan E. Baxter, Mayor

ATTEST

Kelly Rodriguez, City Secretary

APPROVED AS TO FORM

Michael Brennan, City Attorney

LOCATION		ACREAGE	BIDDER	MAR.-SEPT. MOWING CYCLE COST				OCT. - FEB. MOWING CYCLE COST			
ID	AREA A			7	10	14	15	30	45		
1	Windy Hollow	9.44	Green Grass Inc. Maldonado Nursery & Landscaping iss Facility Services Original DKC Enterprises	\$ 330.00	\$ 400.00	\$ 470.00	\$ 400.00	\$ 470.00	\$ 560.00		
				\$ 415.36	\$ 432.24	\$ 453.12	\$ 415.36	\$ 453.12	\$ 509.76		
				\$ 477.94	\$ 558.82	\$ 682.35	\$ 477.94	\$ 516.18	\$ 600.00		
				\$ 787.83	\$ 904.73	\$ 865.93	\$ 902.46	\$ 945.32	\$ 1,085.60		
2	Autumn Sunset Pond	18.71	Green Grass Inc. Maldonado Nursery & Landscaping iss Facility Services Original DKC Enterprises	\$ 665.00	\$ 800.00	\$ 935.00	\$ 800.00	\$ 935.00	\$ 1,000.00		
				\$ 823.24	\$ 860.66	\$ 898.08	\$ 823.24	\$ 898.08	\$ 1,010.34		
				\$ 727.94	\$ 894.12	\$ 1,077.94	\$ 727.94	\$ 852.94	\$ 933.82		
				\$ 1,561.48	\$ 1,793.17	\$ 1,716.27	\$ 1,788.68	\$ 1,873.62	\$ 2,151.65		
6	Crestwind Ditch and Park	2.1	Green Grass Inc. Maldonado Nursery & Landscaping iss Facility Services Original DKC Enterprises	\$ 75.00	\$ 90.00	\$ 105.00	\$ 90.00	\$ 105.00	\$ 125.00		
				\$ 92.40	\$ 96.60	\$ 100.80	\$ 92.40	\$ 100.80	\$ 113.40		
				\$ 114.71	\$ 135.29	\$ 176.47	\$ 114.71	\$ 135.29	\$ 155.88		
				\$ 175.26	\$ 201.26	\$ 192.63	\$ 200.76	\$ 210.29	\$ 241.50		
3	Brook Falls Pond #1	11.64	Green Grass Inc. Maldonado Nursery & Landscaping iss Facility Services Original DKC Enterprises	\$ 408.00	\$ 495.00	\$ 580.00	\$ 495.00	\$ 580.00	\$ 620.00		
				\$ 512.16	\$ 535.44	\$ 558.72	\$ 512.16	\$ 558.78	\$ 628.56		
				\$ 455.88	\$ 558.82	\$ 682.35	\$ 455.88	\$ 516.18	\$ 577.94		
				\$ 971.44	\$ 1,115.58	\$ 1,067.74	\$ 1,112.78	\$ 1,165.63	\$ 1,338.60		
3	Brook Falls Pond #2	2.83	Green Grass Inc. Maldonado Nursery & Landscaping iss Facility Services Original DKC Enterprises	\$ 100.00	\$ 120.00	\$ 140.00	\$ 120.00	\$ 140.00	\$ 160.00		
				\$ 124.52	\$ 130.18	\$ 135.84	\$ 124.52	\$ 135.04	\$ 152.82		
				\$ 114.71	\$ 135.29	\$ 154.41	\$ 114.71	\$ 135.29	\$ 155.88		
				\$ 236.18	\$ 271.23	\$ 259.60	\$ 270.36	\$ 283.40	\$ 325.45		
3	Brook Falls Pond #3	0.99	Green Grass Inc. Maldonado Nursery & Landscaping iss Facility Services Original DKC Enterprises	\$ 37.00	\$ 45.00	\$ 50.00	\$ 45.00	\$ 50.00	\$ 70.00		
				\$ 43.56	\$ 45.54	\$ 47.52	\$ 43.56	\$ 47.52	\$ 53.46		
				\$ 23.53	\$ 45.59	\$ 44.12	\$ 23.53	\$ 45.59	\$ 45.59		
				\$ 82.62	\$ 94.88	\$ 90.81	\$ 94.64	\$ 99.14	\$ 113.85		
	Total	45.71	Green Grass Inc. Maldonado Nursery & Landscaping iss Facility Services Original DKC Enterprises	\$ 1,615.00	\$ 1,950.00	\$ 2,280.00	\$ 1,950.00	\$ 2,280.00	\$ 2,535.00		
				\$ 2,011.24	\$ 2,102.66	\$ 2,194.08	\$ 2,011.24	\$ 2,194.08	\$ 2,468.34		
				\$ 1,914.71	\$ 2,327.94	\$ 2,817.65	\$ 1,914.71	\$ 2,201.47	\$ 2,469.12		
				\$ 3,814.82	\$ 4,380.85	\$ 4,132.98	\$ 4,369.88	\$ 4,577.40	\$ 5,256.65		

LOCATION	ACREAGE	BIDDER	MAR.-SEPT. MOWING CYCLE COST				OCT. - FEB. MOWING CYCLE COST			
			10	15	25	30	45	60		
AREA B										
4	2.88	Green Grass Inc. Maldonado Nursery & Landscaping iss Facility Services Original DKC Enterprises	\$ 180.00	\$ 210.00	\$ 270.00	\$ 210.00	\$ 250.00	\$ 270.00		
			\$ 132.48	\$ 138.24	\$ 144.00	\$ 138.24	\$ 155.52	\$ 167.04		
			\$ 169.12	\$ 188.24	\$ 250.00	\$ 169.12	\$ 188.24	\$ 230.88		
			\$ 248.42	\$ 275.33	\$ 314.64	\$ 248.42	\$ 360.50	\$ 389.34		
5	1.65	Green Grass Inc. Maldonado Nursery & Landscaping iss Facility Services Original DKC Enterprises	\$ 60.00	\$ 140.00	\$ 180.00	\$ 140.00	\$ 160.00	\$ 270.00		
			\$ 75.90	\$ 79.20	\$ 82.50	\$ 79.20	\$ 89.10	\$ 95.70		
			\$ 241.18	\$ 282.35	\$ 386.76	\$ 241.18	\$ 282.35	\$ 345.59		
			\$ 142.32	\$ 157.74	\$ 180.26	\$ 198.28	\$ 206.54	\$ 223.06		
5	5.12	Green Grass Inc. Maldonado Nursery & Landscaping iss Facility Services Original DKC Enterprises	\$ 300.00	\$ 360.00	\$ 450.00	\$ 360.00	\$ 400.00	\$ 450.00		
			\$ 235.52	\$ 245.76	\$ 256.00	\$ 245.76	\$ 276.48	\$ 296.96		
			\$ 338.24	\$ 400.00	\$ 545.59	\$ 338.24	\$ 400.00	\$ 460.29		
			\$ 441.63	\$ 489.47	\$ 559.36	\$ 615.26	\$ 640.90	\$ 692.17		
5	7.11	Green Grass Inc. Maldonado Nursery & Landscaping iss Facility Services Original DKC Enterprises	\$ 440.00	\$ 500.00	\$ 60.00	\$ 500.00	\$ 550.00	\$ 640.00		
			\$ 327.06	\$ 341.28	\$ 355.50	\$ 341.28	\$ 383.94	\$ 412.38		
			\$ 73.53	\$ 94.12	\$ 114.71	\$ 73.53	\$ 94.12	\$ 116.18		
			\$ 613.28	\$ 679.72	\$ 776.77	\$ 854.39	\$ 889.99	\$ 961.19		
	16.76	Green Grass Inc. Maldonado Nursery & Landscaping iss Facility Services Original DKC Enterprises	\$ 980.00	\$ 1,210.00	\$ 1,540.00	\$ 1,210.00	\$ 1,360.00	\$ 1,540.00		
			\$ 770.96	\$ 804.48	\$ 838.00	\$ 804.48	\$ 905.04	\$ 972.08		
			\$ 822.06	\$ 964.71	\$ 1,297.06	\$ 822.06	\$ 964.71	\$ 1,152.94		
			\$ 1,445.65	\$ 1,602.26	\$ 1,831.03	\$ 2,014.02	\$ 2,097.93	\$ 2,265.77		
	62.47	Green Grass Inc. Maldonado Nursery & Landscaping iss Facility Services Original DKC Enterprises	\$ 2,595.00	\$ 3,160.00	\$ 3,820.00	\$ 3,160.00	\$ 3,640.00	\$ 4,075.00		
			\$ 2,782.20	\$ 2,907.14	\$ 3,032.08	\$ 2,815.72	\$ 3,099.12	\$ 3,440.42		
			\$ 2,736.77	\$ 3,292.65	\$ 4,114.71	\$ 2,736.77	\$ 3,166.18	\$ 3,622.06		
			\$ 5,260.47	\$ 5,983.11	\$ 5,964.01	\$ 6,383.90	\$ 6,675.33	\$ 7,522.42		

2013

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Grid
yellow = city holidays

2014

JANUARY						
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FEBRUARY						
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JUNE						
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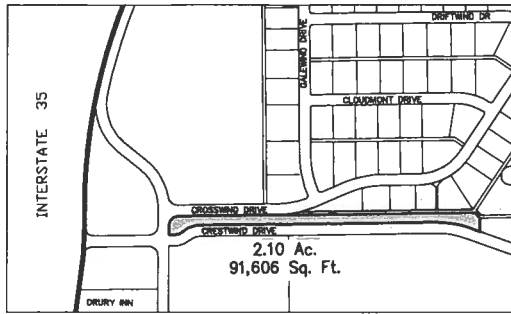
AUGUST						
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OCTOBER						
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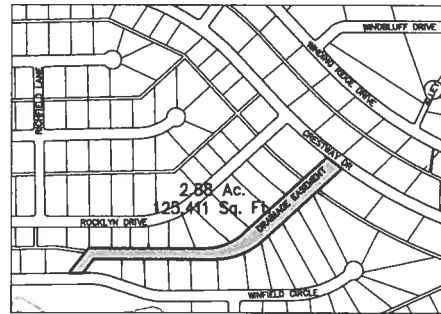
DECEMBER						
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GREENSPACE MAINTENANCE RFB UNOFFICIAL BID TABULATION

February 2013- September 2013					
	Area A-10 (SUM)	Area A-15 (WINT)	Area B-15(SUM)	Area B-30(WINT)	Total
Green Grass	\$ 1,950.00	\$ 1,950.00	\$ 1,210.00	\$ 1,360.00	
Working Days	15	1	11	1	\$ 45,870.00
Maldonado	\$ 2,102.66	\$ 2,011.24	\$ 804.48	\$ 905.04	
Working Days	15	1	11	1	\$ 43,305.46
iss Facility Services	\$ 2,327.94	\$ 1,914.71	\$ 822.06	\$ 964.71	
Working Days	15	1	11	1	\$ 46,841.18
Original DKC Enterprises	\$ 4,380.85	\$ 4,369.88	\$ 2,014.02	\$ 2,097.93	
Working Days	15	1	11	1	\$ 94,334.78
October 2013- September 2014					
	Area A-10 (SUM)	Area A-15 (WINT)	Area B-15(SUM)	Area B-30(WINT)	Total
Green Grass	\$ 1,950.00	\$ 1,950.00	\$ 1,210.00	\$ 1,360.00	
Working Days	15	6	10	4	\$ 58,490.00
Maldonado	\$ 2,102.66	\$ 2,011.24	\$ 804.48	\$ 905.04	
Working Days	15	6	10	4	\$ 55,272.30
iss Facility Services	\$ 2,327.94	\$ 1,914.71	\$ 822.06	\$ 964.71	
Working Days	15	6	10	4	\$ 58,486.80
Original DKC Enterprises	\$ 4,380.85	\$ 4,369.88	\$ 2,014.02	\$ 2,097.93	
Working Days	15	6	10	4	\$ 120,463.95
	Total				
Green Grass	\$ 104,360.00				
Maldonado	\$ 98,577.76				
iss Facility Services	\$ 105,327.98				
Original DKC Enterprises	\$ 214,798.73				



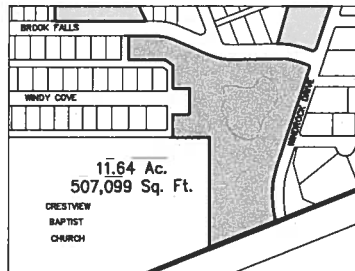
⑥ - CRESTWIND DITCH & PARK



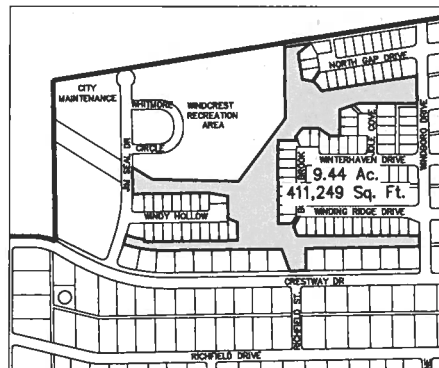
④ - DAHELER DITCH



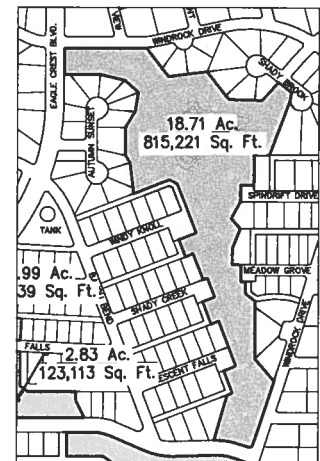
SCALE: 1" = 1000'



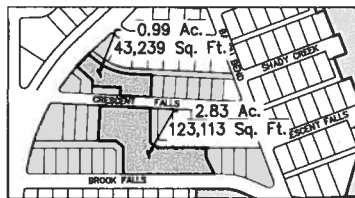
③ - BROOK FALLS POND #1



① - WINDY HOLLOW GREENSPACE

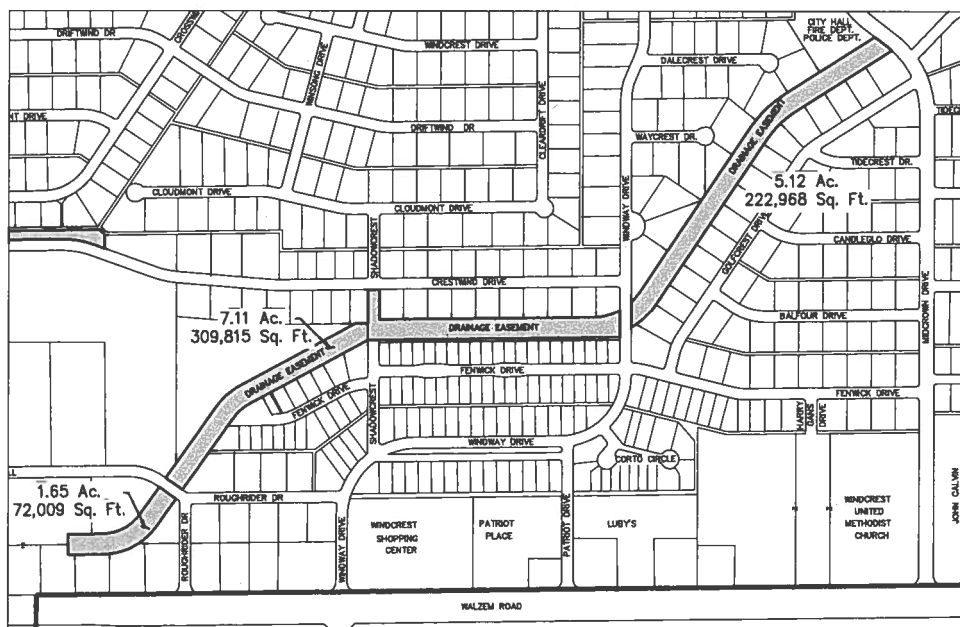


② - AUTUMN SUNSET POND



③ - BROOK FALLS POND #2 & #3

GREEN SPACE AREAS



⑤ - WINDSOR HILL / SUBWAY DRAINAGE EASEMENT



WINDCREST TEXAS

City Council Agenda Item Report

January 28, 2013

Contact – Tom Garcia/ Michael McAlear

tgarcia@windcrest-tx.gov / mmcalear@windcrest-tx.gov

Resolution #: 2013-423 (R)

SUBJECT: Deliberation and possible action on a resolution authorizing the purchase of replacement street signs and corresponding equipment.

1. BACKGROUND/HISTORY

Street signs on City of Windcrest streets are in need of replacement to comply with federal and state regulation. In December 2012, Public Works conducted a sign inventory to determine the number in stock and the number that needed to be ordered.

2. FINDINGS/CURRENT ACTIVITY

Quotes for the required street signs and corresponding equipment were solicited from a State Contractor and three other vendors. **Bids are displayed in the attached quote sheet.**

3. FINANCIAL IMPACT -

Pathmark Traffic Products of Texas, Inc. placed the low bid of \$11,589.84. This is a budgeted item coded to the CIP Street Fund 19-500-810.

4. ACTION OPTIONS/RECOMMENDATION

Staff recommends the purchase of street signs and corresponding equipment from Pathmark Traffic Products of Texas, Inc.



PATHMARK TRAFFIC PRODUCTS OF TEXAS, INC.

P.O. Box 1066 - 4435 Hunter Road - San Marcos, TX 78667
(512)392-2090 or FAX (512)392-2092
Internet: <http://www.pathmark.net>

**CITY OF GEORGETOWN
BILL ROBINSON
300 INDUSTRIAL AVE
GEORGETOWN, TX 78626
PH - 512-930-8151
FAX - 512-930-8451**

**WILLIAMSON COUNTY UNIFIED ROAD SYSTEM
RON ROBERTS
3151 S.E. INNERLOOP, STE B
GEORGETOWN, TX 78626
PH - 512-943-3360
FAX - 512-943-3335**

**GUADALUPE COUNTY ROAD & BRIDGE
DENNIS BLOCH
2605 N. GUADALUPE
SEGUIN, TX 78155
830-379-9721
830-372-3249**

**COMAL COUNTY
VICKI L.
178 E. Mill Street
NEW BRAUNFEL, TX 78130
PH - 830-608-2076
FAX - 830-608-2031**

**BEXAR COUNTY
MARY SALAS
233 N. Pecos, Suite 320
SAN ANTONIO, TX 78207
PH - 210-335-2212
FAX - 210-335-2219**

RESOLUTION NUMBER 2013-423(R)

A RESOLUTION AUTHORIZING THE PURCHASE OF REPLACEMENT STREET SIGNS AND CORRESPONDING EQUIPMENT FROM PATHMARK TRAFFIC PRODUCTS OF TEXAS, INC. FOR A PRICE OF \$11,589.84 AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT FOR SUCH PURCHASE

WHEREAS, it will promote the safety and welfare of the citizens of the City of Windcrest to purchase the replacement street signs and corresponding equipment displayed in attachment A; and

WHEREAS, the City of Windcrest City Council authorizes the purchase of the replacement street signs and corresponding equipment displayed in attachment A from Pathmark Traffic Products of Texas, Inc., in accordance with purchasing guidelines.

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

1. The purchase of the replacement street signs and corresponding equipment displayed in attachment A for a price of \$11,589.84 is approved.

2. The City Manager is authorized to negotiate and execute a contract with Pathmark Traffic Products of Texas, Inc. for such purchase.

DULY PASSED AND APPROVED, on the 28th day of January, 2013 at a regular meeting of the City Council of the City of Windcrest, Texas, which meeting was held in compliance with the Open Meetings Act, Tex. Gov't. Code, §551.001, et. seq. at which meeting a quorum was present and voting.

CITY OF WINDCREST, TEXAS

Alan Baxter, Mayor

ATTEST:

Kelly Rodriguez, City Secretary

APPROVED AS TO FORM

Michael Brennan, City Attorney



PATHMARK TRAFFIC PRODUCTS OF TEXAS, INC.

P.O. Box 1066 * 4435 Hunter Road * San Marcos, TX 78667
(800) 547-0874 or FAX (800) 352-2092
E-mail: sales@pathmark.net
www.pathmark.net

Quote

CITY OF WINDCREST
ACCOUNTS PAYABLE
8601 MIDCROWN DRIVE
WINDCREST, TX 78239
Customer Number: C1011

To: MICHAEL McALEAR 210-655-0022

Ship To:
CITY OF WINDCREST
8601 MIDCROWN DRIVE
WINDCREST, TX 78239

Quote Number: 0044458
Quote Date: 1/10/2013
Salesperson: 0002

Customer P.O.	Delivery	F.O.B.	Terms		
QUOTE	14-17 DAYS ARO	DESTINATION	NET 30 DAYS		
Item Code		Unit	Quantity	Price	Amount
/SIGNS		EACH	3.0	33.9500	101.85
2013 SIGN DATE DECALS 100/PACK					
R1-1-30		EACH	98.0	22.5000	2,205.00
STOP SIGN - 30" EG .080					
R1-2-30		EACH	86.0	16.7600	1,441.36
YIELD SIGN - 30" EG .080					
30324A		EACH	8.0	47.9100	383.28
W3-1 36X36 .080 HI YLW/RED/BLK					
WHT STOP AHEAD SYMBOL					
R5-1-30		EACH	3.0	22.5000	67.50
30" "DO NOT ENTER" EG .080					
30324		EACH	37.0	28.9700	1,071.89
W14-2 30X30 .080 HI YLW/BLK					
NO OUTLET					
30908		EACH	233.0	15.1900	3,539.27
12' GALV POST 2 3/8" OD 16GA					
30911		EACH	466.0	1.0900	507.94
SIGN CLAMPS 1-SIDED 2 3/8" OD					
30894B		EACH	233.0	6.8400	1,593.72
27" POZ LOC SOCKET					
30894A		EACH	233.0	2.9100	678.03
WEDGE FOR 27" SOCKET					

DELIVERY IS 14 - 17 DAYS ARO. THERE WILL BE NO CHANGES IN PRICING IF ORDER IS SPLIT.

ANY QUESTIONS PLEASE CONTACT LINDA ANDERSON 1-800-547-0874 linda@pathmark.net

PRICES QUOTED ARE FOR THE ABOVE QUANTITIES SHIPPED AT ONE TIME.
PRICES MAY CHANGE IF QUANTITIES DIFFER FROM THOSE SHOWN ABOVE.
QUOTED PRICES ARE GOOD FOR 30 DAYS.

Net Order:	11,589.84
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Order Total:	11,589.84



WINDCREST TEXAS

TELEPHONE/WRITTEN QUOTE FORM

Department Name/Number: Public Works

Description of Item: Street Signs

Budgeted in Acct #: _____

Vendor Name/Address	Amount of Quote	Terms/Remarks
PATHMARK TRAFFIC PRODUCTS OF TEXAS INC/ 4435 HUNTER ROAD SAN MARCOS, TX 78667	\$11,589.84 ✓ \$5,169.03 (SIGNS ✓ ONLY)	
ECONOSIGNS/ 1816 LOUISVILLE ROAD BOWLING GREEN, KY 42101	\$14,549.59 \$6,809.34 (SIGNS ONLY)	
TEXAS DEPT OF CRIMINAL JUSTICE/ PO BOX 4013 HUNTSVILLE, TEXAS 77342 <u>State Contract</u>	\$6,455.35 (SIGNS ONLY)	
FLASHER EQUIPMENT/ · 246 W. JOSEPHINE ST. SAN ANTONIO, TX 78212	\$21,664.87	

COMMENTS: _____

RECOMMENDED VENDOR: PATHMARK TRAFFIC PRODUCTS OF TEXAS

REASON: LOW BID

IF LESS THAN THREE QUOTES ARE OBTAINED, CHECK THE FOLLOWING REASON:

☐ Sole Source

☐ State Contract

☒ Other: Bids Pathmark lower
than state
contract

Signature of Person Receiving Quotes _____

Date 1/14/2013

-----To be Completed by Finance / City Manager's Office-----

Approval by Municipal Finance Officer: _____

Signature Sarah Mangham

Date 1/14/13

Approval by City Manager (if required): _____

Signature [Signature]

Date 1/14/2013

Council approval (if required): _____

Council Approval



Quote

Date	Quote No.
1/9/2013	08-120976

Customer
CITY OF WINDCREST ATTN: MICHAEL MCALEAR 8601 MIDCOWN SA ANTONIO, TX 78239

Ship To:
CITY OF WINDCREST ATTN: MICHAEL MCALEAR 9319 JIM SEAL DR SA ANTONIO, TX 78239

Customer Fax		Sales Rep	Customer No.	Terms	Production Ti...
		MW	78239	Net 30 DAYS	15-20 DAYS
Qty	Item	Description		Rate	Total
5	SDDECAL	50EA: 3.75" X 2.5" SIGN DATE DECAL - BLACK ON YELLOW - WORDING: MUNICIPAL NAME: ADDRESS: PHONE:		16.50	82.50
98	R1-1HIA22	30" x 30" STOP SIGN - HIGH INTENSITY PRISMATIC - .080 ALUMINUM		29.49	2,890.02T
86	R1-2HIA22	30" x 30" YIELD SIGN - HIGH INTENSITY PRISMATIC - .080 ALUMINUM		23.42	2,014.12T
8	W3-1AHIA27	36" x 36" STOP AHEAD - HIGH INTENSITY PRISMATIC - .080 ALUMINUM (? WORDING OR SYMBOL)		52.50	420.00T
3	R5-1HIA22	30" X 30" DO NOT ENTER - HIGH INTENSITY PRISMATIC - .080 ALUMINUM		37.13	111.39T
37	W14-2HIA22	30" x 30" NO OUTLET - HIGH INTENSITY PRISMATIC - .080 ALUMINUM		37.13	1,373.81T
233	PP-2	12' ROUND GALVANIZED PIPE POST - 2 3/8' OD - 16 GAUGE - .065 WALL		20.51	4,778.83T
466	PPB-12	ALUMINUM BRACKET FOR SIGN TO 2 3/8" DIAMETER PIPE POST - SOLD AS A PAIR		4.07	1,896.62T
1	FREIGHT	FREIGHT		982.30	982.30T
*** SLEEVE AND WEDGES NOT AVAILABLE					

Phone: 1.800.443.7103
Fax: 1.270.782.2758
sales@econosignsllc.com

Sales Tax (0.0%)	\$0.00
Total	\$14,549.59



Texas Department of Criminal Justice

Brad Livingston
Executive Director

December 21, 2012

Ms. Sarah Mangham, CGFO
Municipal Finance Officer
City of Windcrest, Texas

QUOTE #8783

Dear Ms. Mangham,

Texas Correctional Industries/Metal Division is pleased to furnish the quote below for the following items:

DESCRIPTION	QTY.	PRICE EACH	TOTAL
30" Octagonal (.080) Stop Sign	98	\$28.90	\$2,832.20
36" (.080) Yield Sign	86	19.42	1,670.12
36" (.100) Stop Ahead Sign	8	43.79	350.32
30" (.080) Do Not Enter Sign	3	29.91	89.73
30" (.080) No Outlet Sign	37	39.54	1,462.98
Freight (Fed Ex)			50.00
NOTE: TCI DOES NOT SUPPLY ANY POSTS OR HARDWARE.			
TOTAL —			\$6,455.35

Order to be complete 90-120 days after receipt of purchase order. Freight to be pre-paid and added to invoice.

Due to the volatility of the steel market, price will be subject to change 30 days from the date of this quote. If this meets with your approval, send your purchase order to:

Industry Metal Products Division
Post Office Box 4013
Huntsville, Texas 77342-4013
ATTN: Mrs. Jeannette Alford
OR: Fax to (936) 437-8679

Please be sure to include your Bill To destination and Ship To destination on your purchase order.

If I can be of any further assistance, please let me know.

Sincerely,

Jeannette Alford

Jeannette Alford
Division Manager

JA/rwd

cc: G. Mullins
File

Attachments: Warranty/Insurance Information, Prison Made Goods Act

Our mission is to provide public safety, promote positive change in offender behavior, reintegrate offenders into society, and assist victims of crime.

Manufacturing & Logistics Division, Texas Correctional Industries
P.O. Box 4013
Huntsville, Texas 77342-4013
www.tdcj.state.tx.us

**TEXAS DEPARTMENT OF CRIMINAL JUSTICE
TEXAS CORRECTIONAL INDUSTRIES
METAL DIVISION
P O BOX 4013 HUNTSVILLE, TEXAS 77342-4013
936-437-8654 1-800-833-4302 936-437-8679 FAX**

December 21, 2012

QUOTE #8783

Dear Customer:

Thank you for contacting Texas Correctional Industries.

Please be advised of the following information regarding items manufactured and/or installed by Texas Department of Criminal Justice, Texas Correctional Industries on the preceding quote.

As an agency of the State of Texas, Texas Correctional Industries is exempt from providing Performance and Payment Bonds and Evidence of Insurance.

TCI offers a standard manufacturing warranty to cover manufacturing defects on all our products.

Should you have any questions about the information listed above, please call:

Mrs. Jeannette Alford
Division Manager – Metal Division
903-928-3112 Fax: 903-928-2647

Thank you,

Metal Division Customer Service

Texas Department of Criminal Justice (TDCJ) / Institutional Division (Texas Government Code, Chapter 497, Subchapter A, Section 497.023 – 497-029):

Competitive bidding is not required for items purchased from TDCJ under the Prison Made Goods Acts, except for printing. Printing requires competitive bids regardless of the dollar amount. In order to use this procedure, the following steps are to be taken:

- A written quotation is obtained from TDCJ/institutional Division (Texas Correctional Industries – TCI).
- If the quotation is within the agency's delegation limit (see Section 2.11 General Procedures), the agency issued a purchase order directly to TDCJ-Institutional Division. Printing is a commodity and not a delegated purchase order over \$25,000.00. Note the following on the purchasing documentation, **"the award was made under the Prison Made Goods Act and is noncompetitive."** Code as a document type 9 when a warrant must be issued or Interagency Transaction Voucher (ITV) to electronically transfer payment.
- If the quotation is beyond the agency's delegation, an open market requisition is sent to CPA with the quotation attached. Note the following on the requisition: **"Please award to TDCJ per attached quotation."** The CPA will issue an order.

<http://www.window.state.tx.us/procurement/pub/manual>

QUOTE #8783



Flasher Equipment Co.

Established 1956

246 W. Josephine St
San Antonio, Texas 78212
Phone: 210-736-4251
Fax: 210-281-0228
www.flasherequipment.com

Customer: City of Windcrest

Date: January 10, 2013

Permanent Signage Quote

Item #	Description	Unit	Qty	Price	Total
Custom	Sign Date Decals	EA	250	\$1.00	\$250.00
R1-1	30x30 Stop Sign	EA	98	\$46.88	\$4,594.24
R1-2	30x30 Yield Sign	EA	86	\$46.88	\$4,031.68
W3-1	36x36 Stop Ahead	EA	8	\$90.00	\$720.00
R5-1	30x30 Do Not Enter	EA	3	\$46.88	\$140.64
W14-2	30x30 No Outlet	EA	37	\$46.88	\$1,734.56
SP RD G 12	12' x 2 3/8" Round Galvanized Post	EA	233	\$22.50	\$5,242.50
SP SC S	2 3/8" Sign Post Clamps	EA	466	\$3.50	\$1,631.00
SP Socket	Sign Post Socket	EA	233	\$10.50	\$2,446.50
SP Wedge	Sign Post Wedge	EA	233	\$3.75	\$873.75
Total					\$21,664.87

Quoted price EXCLUDES delivery, setup and installation; all options are available for an additional fee.

Lead Time: 2 -3 Weeks

Quote must be signed and faxed to 210-281-0228 or emailed to sales@flasherequipment.com

Special/Custom orders are non-refundable.

All COD orders may require payment in advance to process the order.

Quote is valid for 30 days.

Accepted By

Company

Date



City Council Agenda Item Report

January 28, 2013

Contact – Chief Al Ballew
aballew@windcrest-tx.gov

Resolution #: 2013-424(R)

SUBJECT: Deliberation and possible action on a resolution to purchase three (3) new 2013 Chevrolet Tahoe vehicles (Police Package)

1. BACKGROUND/HISTORY

The purchase of three (3) 2013 Chevrolet Tahoe's (Police Package) vehicles, for \$108,352.00 from current WCCPD funds.

2. FINDINGS/CURRENT ACTIVITY

We are requesting to purchase three (3) new 2013 Chevrolet Tahoe's (Police Package).

On 01/16/2013, the WCCPD Board approved funding from the WCCPD Budget.

3. FINANCIAL IMPACT

\$108,352.00 funding is available WCCPD Budget.

4. ACTION OPTIONS/RECOMMENDATION

Staff recommends the Council to approve this purchase of three (3) new 2013 Chevrolet Tahoe's (Police Package) and we will move it forward for second reading on February 4th.



WCCPD Board Agenda Item Report

January 16, 2013

Contact – Chief Al Ballew
aballew@windcrest-tx.gov

SUBJECT: Deliberation and possible action on recommending approval to City Council to purchase three (3) 2013 Chevrolet Tahoe vehicles (Police Package) and equipment; Vehicle graphics; Mobile Radio's (in-car); Radio installation; Vehicle laptop mounts; Vehicle Equipment Organizers; COPsync (Vidtac) in car video and electronic ticket writing equipment; Patrol Rifles; Glock Duty Pistols; Ballistic Vests; Drug/Narcotic Incinerator; Tasers; Uniform Badges and Radar Speed Sign.

1. BACKGROUND/HISTORY

The purchase of Patrol Rifles, Glock Duty Pistols, Ballistic Vests, Tasers, Uniform Badges, Drug/Narcotic Incinerator and Radar Speed Sign approved for FY2012-2013 from WCCPD funds (Capital Expenditures) and the purchase of three (3) 2013 Chevrolet Tahoe's (Police Package) vehicles and vehicle equipment from Caldwell Country Chevrolet, Vehicle graphics, Mobile Radio's (in-car), Radio installation, Vehicle laptop mounts, Vehicle Equipment Organizers, COPsync (Vidtac) in-car video and electronic ticket writing equipment from COPsync with WCCPD funds.

2. FINDINGS/CURRENT ACTIVITY

Request to purchase the listed vehicles and equipment to promote the safety and welfare of the citizens of the City of Windcrest.

3. FINANCIAL IMPACT -

Funding is available from the WCCPD Budget. There was an increase in 2011-2012 Fund Balance of \$83K. Projected increase of Sales Tax of \$90K, with this purchase estimated year end fund balance of \$98K.

4. ACTION OPTIONS/RECOMMENDATION

Staff recommends taking action on the purchase of these three (3) new 2013 Chevrolet Tahoe's (Police Package) and equipment, COPsync (Vidtac) in car video and electronic ticket writing equipment Patrol Rifles, Glock Duty Pistols, Ballistic Vests, Tasers, Uniform Badges, Drug/Narcotic Incinerator and Radar Speed Sign.

WINDCREST POLICE FY2012-2013

WCCPD

CAPITAL EXPENDITURES

APPROVED BUDGET

(With Amended Cost Totals)

ITEM	ADD OR REPLACE	TEN YEAR CAPITAL IMPROVEMENT PLAN AFFECTING FY2012-2013	QTY	COST PER UNIT	ORIGINAL TOTAL COST	PURCHASE COMPLETE	NEW QTY	ADJ REQUESTED	AMENDED TOTAL COST
2 PATROL VEHICLES ADD (TAHOE'S) INCREASED MANPOWER	ADD	N/A	2	\$ 35,414.00	\$ 70,828.00	COMPLETE	N/A	N/A	\$ 70,828.00
RADIO'S FOR 2 NEW VEHICLES	ADD	N/A	2	\$ 4,200.00	\$ 8,400.00	COMPLETE	N/A	N/A	\$ 8,400.00
BALLISTIC VESTS	ADD	YES	11	\$ 600.00	\$ 6,600.00	N/A	10	N/A	\$ 5,281.30
SELF SUSTAINING HOLDING CELLS	UPGRADE	YES (TO FY13-14)	0	\$ 10,000.00	N/A	N/A	N/A	N/A	\$ -
POLICE INTERVIEW ROOM & RECORDING EQUIPMENT	UPGRADE	YES (TO FY13-14)	0	\$ 7,000.00	N/A	N/A	N/A	N/A	\$ -
DRUG INCINERATOR	ADD	YES	1	\$ 3,400.00	\$ 3,400.00	N/A	N/A	N/A	\$ 3,400.00
SWAT GEAR	REPLACE	N/A	2	\$ 2,000.00	\$ 4,000.00	N/A	N/A	N/A	\$ 4,000.00
GLOCK DUTY WEAPONS	ADD	N/A	10	\$ 362.00	\$ 3,620.00	N/A	N/A	\$ 652.50	\$ 4,272.50
BUSHMASTER AR15 RIFLES	ADD	N/A	4	\$ 839.00	\$ 3,356.00	N/A	N/A	\$ 3.80	\$ 3,359.80
TASERS (RECOMMENDED REPLACEMENT)	REPLACE	YES	24	\$ 1,030.00	\$ 24,720.00	N/A	22	N/A	\$ 22,752.40
UNIFORM BADGES	ADD	N/A	10	\$ 80.00	\$ 800.00	N/A	N/A	N/A	\$ 775.00
RADIO'S (HANDHELD)	ADD	N/A	4	\$ 2,600.00	\$ 10,400.00	COMPLETE	N/A	N/A	\$ 10,400.00
VEHICLE RADAR UNITS FOR 2 NEW VEHICLES	ADD	N/A	2	\$ 2,210.00	\$ 4,420.00	COMPLETE	N/A	N/A	\$ 4,420.00
RADAR SPEED SIGNS	ADD	N/A	3	\$ 4,200.00	\$ 12,600.00	N/A	1	\$ 400.00	\$ 4,600.00
SUB-TOTAL - FY2012-2013					\$ 153,144.00				\$ 142,489.00
GRAND TOTAL - FY2012-2013					\$ 153,144.00			\$ 1,056.30	\$ 142,489.00
SAVINGS DIFFERENCE AFTER ADJUSTMENTS					\$ 10,655.00				\$ 142,489.00

ITEMS MOVED TO FUTURE FISCAL YEAR

REDUCED QUANTITY AND/OR REDUCED COST FROM MANUFACTURER

ADJUSTMENT REQUESTED DUE TO INCREASE FROM ORIGINAL BUDGETED AMOUNT

RADAR SPEED SIGNS - 3 ADDITIONAL WILL BE PURCHASED WITH FUNDS FROM THE SCHOOL SAFETY FUND. SWAT GEAR
WILL BE PURCHASED IN FY12-13 AT A LATER DATE.

**WINDCREST POLICE FY2012-2013
NEW PURCHASES/ADJUSTMENTS**

PART A - ITEMS	QTY	COST PER UNIT	WCCPD FY12-13 APPROVED CAPITAL EXPENDITURES	NEW PURCHASES	TOTAL COST
POLICE TAHOE'S TOTAL COST INCLUDES BUYBOARD FEE OF \$400.00.	3	\$ 36,117.34	N/A	\$ 108,352.02	\$ 108,352.02
POLICE VEHICLE GRAPHICS (UNIT 711)	1	\$ 595.00	N/A	\$ 595.00	\$ 595.00
POLICE MOBILE RADIOS (IN CAR)	3	\$ 4,629.36	N/A	\$ 13,888.08	\$ 13,888.08
POLICE MOBILE RADIOS INSTALLATION	3	\$ 165.00	N/A	\$ 495.00	\$ 495.00
VEHICLE LAPTOP MOUNTS	3	\$ 320.67	N/A	\$ 962.00	\$ 962.00
VEHICLE EQUIPMENT ORGANIZERS	2	\$ 158.50	N/A	\$ 317.00	\$ 317.00
COPSYNC (VIDTAC) IN CAR VIDEO (INCLUDING 1 YEAR MAINTENANCE AND SUPPORT, VEHICLE INSTALLATION & S/H)	2	\$ 3,464.75	N/A	\$ 6,929.50	\$ 6,929.50
COPSYNC - PRINTEK IN CAR PRINTER (36 MONTH EXTENDED WARRANTY, MOUNTING SYSTEM, POWER ADAPTER, USB CABLE & S/H)	1	\$ 1,040.00	N/A	\$ 1,040.00	\$ 1,040.00
COPSYNC - GPS RECEIVERS	2	\$ 45.00	N/A	\$ 90.00	\$ 90.00
COPSYNC - MAGTEK CARD READER	1	\$ 79.00	N/A	\$ 79.00	\$ 79.00
PART A SUB-TOTAL				\$ 132,747.60	\$ 132,747.60
PART B - ITEMS	QTY	COST PER UNIT	WCCPD FY12-13 APPROVED CAPITAL EXPENDITURES (INCLUDES ADJ ITEMS)	NEW PURCHASES	TOTAL COST
PATROL RIFLES	4	\$ 839.95	\$ 3,359.80	N/A	\$ 3,359.80
GLOCK DUTY PISTOLS	10	\$ 427.25	\$ 4,272.50	N/A	\$ 4,272.50
RADAR SPEED SIGN	1	\$ 4,600.00	\$ 4,600.00	N/A	\$ 4,600.00
BALLISTIC VESTS	10	\$ 528.13	\$ 5,281.30	N/A	\$ 5,281.30
DRUG INCINERATOR	1	\$ 3,400.00	\$ 3,400.00	N/A	\$ 3,400.00
TASERS	22	\$ 1,034.16	\$ 22,751.40	N/A	\$ 22,751.40
UNIFORM BADGES	10	\$ 77.50	\$ 775.00	N/A	\$ 775.00
PART B SUB-TOTAL			\$ 44,440.00		\$ 44,440.00
PART A & B - GRAND TOTAL					\$ 177,187.60

QUOTE# 00A1

CONTRACT PRICING WORKSHEET

End User: CITY OF WINDCREST			Contractor: CALDWELL COUNTRY		
Contact Name: ASST. CHIEF JOE O'BRIEN			CALDWELL COUNTRY		
Email: JOBRIEN@WINDCREST-TX.GOV			Prepared By: Averyt Knapp		
Phone #: 210-655-0022 210-563-9162			Email: aknapp@caldwellcountry.com		
Fax #: 210-655-8776			Phone #: 800-299-7283 or 979-567-6116		
Location City & State: WINDCREST TX			Fax #: 979-567-0853		
Date Prepared: JANUARY 3, 2013			Address: P. O. Box 27, Caldwell, TX 77836		
Contract Number: BUY BOARD #358-10			Tax ID # 14-1856872		
Product Description: 2013 CHEVROLET TAHOE PPV CC10706					
A Base Price & Options:					\$35,984
B Published Options					
Code	Description	Cost	Code	Description	Cost
	LH SPOTLIGHT, DUAL BATTERY, PPV, LOCKING REAR AXLE DIFFERENTIAL, VINYL REAR BENCH, FULL RUBBER FLOOR, FULL TURNKEY PER #CAPQ1114	INCL			
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY	
				PO BOX 27	
				CALDWELL, TEXAS 77836	
Subtotal B					INCL
C Unpublished Options					
Code	Description	Cost	Code	Description	Cost
Subtotal C					
D Other Price Adjustments (Installation, Delivery, Etc...)					
Subtotal D					INCL
E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)					\$35,984
Quantity Ordered					3
X					\$107,952

Subtotal E		
F Non-Equipment Charges (Trade-In, Warranty, Etc...)		
BUY BOARD FEE		\$400
G. Color of Vehicle: WHITE		
H. Total Purchase Price (E+F)		\$108,352
Estimated Delivery Date:		60-90 DAYS APPX DELIVERY



P.O. Box 97 Adkins, TX 78101 • Ph. 210-667-1719 • Fax 210-667-9415
www.xicographics.com

Date: Tuesday, January 15, 2013

Price Quote for:

Att: Lt W. Dale Clark 210.655.2666 ext. 2270

Xico® Productions would like to take this opportunity to thank you for allowing us to quote on your job. You will find that our prices are competitive & our workmanship to be of the highest quality. Below you will find the quote that you requested:

Subject: Patrol Car Graphics installed in house on Chevy Tahoe as per previous.
Color: Reflective black
Material: 3M Brand 680C Series reflective film.
Price: \$ 595.00 per vehicle

Warranty: 5 Years limited against peeling or fading.

Sales tax will be added to all invoices, unless Texas resale certificate is provided.

Terms: Net 10 Days All orders F.O.B. Adkins, TX 78101 Quote invalid after 30 days

We would like to thank you once again for this opportunity and hope that we can be of service to you in the future.

Sincerely

Eric Botkin

DAILEY-WELLS COMMUNICATIONS

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



To: City of Windcrest Police Department
 Asst. Chief Joe O'Brien
 For: New Tahoes
 Phone: (210)655-2666
 Date: 7-Jan-12

M7300 Mobile System Model Remote Mount 700/800MHz ProVoice with P25 Trunking

Item	Part Number	Description	Qty.	Unit List	Disc. %	Unit Sale	Ext Sale
1	MAMW-SDMXX	Mobile, M7300, 764-870MHz, Half Dplx, Unencrypted	3	\$ 2,015.00	26.75%	\$ 1,476.00	\$ 4,428.00
2	MAMW-NMC7Z	Microphone, Standard	3	\$ 80.00	26.75%	\$ 58.60	\$ 175.80
3	MAMW-NPL3R	Feature, Max(1024+) System/Groups	3	\$ 0.01	0%	\$ 0.01	\$ 0.03
4	MW-PL4F	Feature Package, P25 Phase II, TDMA	3	\$ 250.00	26.75%	\$ 183.14	\$ 549.42
5	MAMW-PKGPP	Feature Package, P25 Trunking & ProVoice	3	\$ 2,515.00	26.75%	\$ 1,842.25	\$ 5,526.75
6	MAMW-NPL7G	Feature, EDACS Security Key	3	\$ 110.00	26.75%	\$ 80.58	\$ 241.74
7	MAMW-NCP9F	Control Unit, System, Remote Mount	3	\$ 825.00	26.75%	\$ 604.31	\$ 1,812.93
8	MAMW-NZN7R	Accessories, M7300 Remote Mount & Cabling Kit	3	\$ 360.00	26.75%	\$ 263.70	\$ 791.10
9	64358	Noise Suppressor, 15 AMP	3	\$ 34.25	10%	\$ 61.68	\$ 185.04
10	ATX-B7643	Antenna, 700/800 MHz, 3DBI Gain 5" Overall Height	3	\$ 44.31	10%	\$ 39.88	\$ 119.64
11	NM058UC	Mobile Antenna Mount w/Cable	3	\$ 21.34	10%	\$ 19.21	\$ 57.63
Total:				\$ 6,254.91		\$ 4,629.36	\$ 13,888.08

Note: Does not include installation for mobiles.
 Pricing Per DIR Contract
 Programming provided by Bexar County
 Does not include installation for mobiles.

Price valid until February 28, 2013

From: Anna Solis
 210.269.3035 Cell
 Dailey-Wells Communications

Terms: Net 30 Days

S&P Communications
San Antonio
6712 Randolph Blvd.
San Antonio TX 78233

Q U O T E

Phone #: (210)656-5073

Bill To:
Windcrest, City of - PD
Police Department
8601 Midcrown
Windcrest TX 78239

Ship To: 210-655-0022
Windcrest, City of- PD
Police Department
8601 Midcrown
Windcrest TX 78239

Printed	Order#/Dt	Customer#	Customer P.O.	Terms	SalesPerson
01/03/13	01/03/13	113003 23001-4		Net 10 days	Shop Install NS

QUANTITY	U/M	ITEM/DESCRIPTION	DISC	UNIT PRICE	AMOUNT
----------	-----	------------------	------	------------	--------

***** QUOTATION *****

Sales Dept SA SA Sales Department

3	EA	Status : ENTERED INSTALL Install customer equipment install Harris M7300 mobile radios		165.00	495.00
---	----	--	--	--------	--------

Subtotal
Sales Tax
Live Oak Sales T 40.84
Quote Total

495.00

~~40.84~~

~~535.84~~



Purchase Agreement

P.O. Box 802108
Dallas, Texas 75380-2108

Office: 972-865-8192
Fax: 972-201-9846

CUSTOMER:

Agency: Windcrest Police Department
Address: 8601 Midcrown
Windcrest, TX 78239
Contact: Lt. Dale Clark
Phone: (210) 288-3273
Email: dclark@windcrest-tx.gov

SHIP EQUIPMENT TO:

Name: Same
Attention:
Address:

Phone:

SEND INVOICE TO:

Name: Same
Attention:
Address:

Phone:

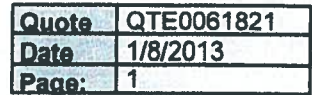
Quote #: 6129
Issue Date: 1/3/2013
Valid Thru: 3/4/2013

Sales Tax: Exempt

Sales Rep: Patrick Hawthorne
Sales Reg: 1

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
3	---COPSYNC HARDWARE---		
	Gember Johnson Laptop Mount	\$ 299.00	\$ 897.00
1	---OTHER---		
	COPsync Hardware Shipping/Handling	\$ 65.00	\$ 65.00
COPsync, inc. Signature: _____ Print Name: _____ Title: _____ Date: _____ Windcrest Police Department Signature*: _____ Print Name*: _____ Title*: _____ Date: _____ *The person signing represents they are an authorized signatory.			
SPECIAL TERMS		HARDWARE	\$ 897.00
		ALL OTHER	\$ 65.00
		GRAND TOTAL	\$ 962.00
.....See additional Terms and Conditions. SUPPORT NOT INCLUDED. If you need installation assistance, COPsync will bill you at the prevailing hourly rate. ***DO NOT PAY, THIS IS NOT AN INVOICE***			

Classify: Purchase Agreement / Budget
Workbook: Windcrest Police Department_6129_Purchase Agreement_Budget_2013 01 03.xls
Use File Name: Windcrest Police Department_6129_Purchase Agreement_Budget_2013 01 03
Generated: 01/03/2013 at 12:05
Tool Version: Ver. 2012 10 10



Windcrest Police Department
8601 Midcrown
Attn: Dale Clark
Windcrest TX 78239

Subtotal	\$292.00
Misc	\$0.00
Tax	\$0.00
Freight	\$25.00
Total	\$317.00

P.O. Box 802108
Dallas, Texas 75380-2108

Office: 972-885-6192
Fax: 972-201-9647

CUSTOMER:
Agency: Windcrest Police Department
Address: 8601 Midcrown
Windcrest, TX 78239
Contact: Lt. Dale Clark
Phone: (210) 655-2666
Email: dclark@windcrest-tx.gov

SHIP EQUIPMENT TO:
Name: Same
Attention:
Address:

Quote #: 6128
Issue Date: 1/3/2013
Valid Thru: 3/4/2013

Sales Rep: Patrick Hawthorne
Sales Reg: 1

SEND INVOICE TO:
Name: Same
Attention:
Address:

Sales Tax: Exempt

Phone:

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
---VIDTAC HARDWARE/SOFTWARE---			
2	In-car Video Hardware and Software - 12 months contract ** See Special Terms **	\$ 2,995.00	\$ 5,990.00
---VIDTAC MISCELLANEOUS---			
2	Maintenance and support year 1	Incl.	\$
2	Vehicle Installation: In conjunction w/COPsync Port Replicator/Mount	\$ 445.00	\$ 890.00
2	Shipping/Handling	\$ 24.75	\$ 49.50
---COPSYNC HARDWARE---			
1	Printek-FieldPro Printer-RT43 Bluetooth (91844)	\$ 599.00	\$ 599.00
1	Printek-FieldPro Printer - 36 month extended warranty	\$ 199.00	\$ 199.00
1	Printek-Fixed Mounting System (91917)	\$ 79.00	\$ 79.00
1	Printek-In Vehicle Power Adapter MtP (91410)	\$ 49.00	\$ 49.00
1	Printek-USB Cable - RJ45 to USB-A (91850)	\$ 49.00	\$ 49.00
2	GPS Receiver	\$ 45.00	\$ 90.00
1	Magtek Card Reader	\$ 79.00	\$ 79.00
---COPSYNC MISCELLANEOUS---			
1	COPsync Hardware Shipping/Handling	\$ 65.00	\$ 65.00
SPECIAL TERMS			
.....All amounts are due upon execution of this services agreement as described on page 2, Item 1, 'Invoicing and Payment.' ** 2012 availability date to be determined for In-car Video ***DO NOT PAY, THIS IS NOT AN INVOICE***		VT HARDWARE	\$ 5,990.00
		VT MISCELLANEOUS	\$ 939.50
		VT SUB-TOTAL	\$ 6,929.50
		CS HARDWARE	\$ 1,144.00
		CS MISCELLANEOUS	\$ 65.00
		CS SUB-TOTAL	\$ 1,209.00
		TOTAL	\$ 6,138.50



1. **Invoicing & Payment.** COPsync, Inc. ("COPsync") may issue invoices upon the execution of this Services Agreement, and customer agrees to pay all invoices in U.S. dollars within 30 days of the date of invoice unless otherwise provided in the invoice. By signing below Customer is agreeing to subscribe to the COPsync services and agreeing to purchase the hardware and other items stated on the face of this Services Agreement. Annual subscription and maintenance fees are to be paid at the beginning of each service year, unless otherwise stated on the Services Agreement, with the initial subscription period beginning on the 60th day following the date of this Services Agreement or, if earlier, on the date the installation and training are completed and/or the services are initiated and made available to Customer. **Make all checks payable to: COPsync, Inc., Attn: Accounts Receivable, P.O. Box 802018, Dallas, Texas. 75380-2108.**
2. **Term.** This Services Agreement shall be for the period stated on the face of the Services Agreement. This Services Agreement cannot be cancelled or terminated before the expiration of the contract term indicated on the face of this Services Agreement except as provided in the attached Terms & Conditions.
3. **Installation.** COPsync shall provide, directly or through designated third-party service providers, installation services for the hardware being purchased by Customer and set-up and training (if stated on the face of the Services Agreement) in the use of the COPsync services. The Customer agrees to execute COPsync's acceptance forms upon completion of hardware installation and training, as applicable.
4. **Taxes.** Upon presentation of invoices by COPsync, Customer agrees to pay any tariffs, duties or taxes imposed or levied by any government or governmental agency, including without limitation, federal, state and local sales, imposed use, value-added and personal property taxes (other than franchise and income taxes imposed on COPsync's net income).
5. **Title.** Title to the Service and Software is reserved to COPsync. Title to, and risk of loss, for Hardware provided under this Services Agreement passes to customer upon delivery.
6. **Interface.** The parties shall enter into a separate integration agreement if the COPsync™ database is to be integrated with Customer's existing record, court, jail management or computer aided dispatch (CAD) software systems to permit the exchange of data between these systems and the COPsync database.
7. **Sales and Use Tax.** The products and services provided under this Services Agreement are tax-exempt from Sales and Use Tax per Title 34, Part 1, Chapter 3, Rule 3.322, Exempt Organizations.
8. **TLETS Application.** If applicable, Customer is solely responsible for making application and securing approval of its TLETS ("Texas Law Enforcement Telecommunications System") application. Customer agrees to comply with the payment terms outlined in this Services Agreement regardless of whether or not the TLETS application has been approved.
9. **Number of Users:** COPsync agrees to provide the total number of user licenses, at the specified monthly pricing per user, for use of the Service and related Software as indicated on the face of this Services Agreement. Additionally, COPsync agrees to provide a maximum of five (5) user licenses for the COPsync Service at no charge to Customer for administrators and support staff.

COPsync, Inc

Signature: _____
Title: _____

Print Name: _____
Date: _____

Subscriber*

Signature: _____
Title: _____

Print Name: _____
Date: _____

*The person signing represents they are an authorized signatory.

Terms and Conditions

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

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

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

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

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

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

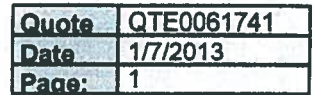
8. **Limitation of Liability.** To the maximum extent permitted by applicable law, neither you, on the one hand, nor we nor any of our contractors, suppliers, and other parties who may be associated with providing the Software or Service (a "Disclaiming Party"), on the other hand, will be liable to the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

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

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

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

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



Subtotal	\$3,359.80
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Total	\$3,359.80



GT Distributors - Austin
P.O. Box 16080
Austin TX 78761
(512) 451-8298

Quote	QTE0061742
Date	1/7/2013
Page:	1

Bill To:

Windcrest Police Department
William Dale Clark
8601 Midcrown
Windcrest TX 78239

Ship To:

Windcrest Police Department
8601 Midcrown
Attn: Dale Clark
Windcrest TX 78239

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
GLOCK	002433	JD		NET 15	0/0/0000	953,868
Quantity	Item Number	Description	UOM	Unit Price	Ext. Price	
10	GLOCK-PG22502*	Glock 22 40 Gen IV Pistol Fixed Sight 5Lb	EA	\$357.00	\$3,570.00	
10	AG-GL-146*	Ameriglo Operator Night Sights Glock 17,22	EA	\$68.75	\$687.50	

All returns must be authorized by GT Distributors. Interest charges on past due invoices at the maximum rate allowed by law.

Your salesman is Preston. Thank you.

Subtotal	\$4,257.50
Misc	\$0.00
Tax	\$0.00
Freight	\$15.00
Total	\$4,272.50



REVISED Quotation

Date

June 6, 2012

* Quotation Valid for 31 Days



QUOTED TO:
City of Windcrest
8601 Midcrown
Windcrest, TX 78239

SHIP TO:
City of Windcrest
Address To Be Determined

Contact Chief Al Ballew

Phone 210-599-3014

Mail aballew@windcrest-tx.gov

Fax

SOLAR POWERED Driver Feedback Sign W/ 40 watt solar panel

TERMS		AVAILABILITY	VIA	F.O.B.	
Net 30 OAC		2 Weeks	FedEx Ground	Atlanta, GA	
QTY	PART #	DESCRIPTION		PER EACH	TOTALS
4	TC-500S	Solar Powered Driver Feedback Sign W/ 40 watt solar panel		\$3,661.00	\$14,644.00
Ideal for Vehicle speeds of 45mph or lower		12" LED display - superbright amber with est. 100,000 hour life		Included	
		Sign mounting clamp set (specify 2" to 5" OD)		included	
		24" w x 21" h YOUR SPEED faceplate (3" Lettering)		included	
		Bashplate™ (provides the ultimate in vandal protection of sign)		Included	
		BLUETOOTH wireless operation via your laptop PC		Included	
4	WYR1	Two year warranty (includes parts & labor) - per sign		Included	Included
		Turnaround time to repair after receipt, 8 business days			
4	GSA	Ground shipping for TC-500S		\$112.00	\$448.00
				Total	\$15,092.00

OPTIONS

EA	RS008	Upgrade to Large Faceplate - 24"w x 26" h (4" Lettering)	\$112.00	
4	SSS	StreetSmart™ Data Collection software - (per sign)	\$325.00	\$1,300.00
		Provides weekly, daily, hourly, and 1/2 hour data on # of vehicles,		
		# of speeders, average speeds, peak speeds, 50th & 85th %tile		
4	RSLxx	Regulatory Speed Limit Sign (xx = 15, 20, 25, 30, or 35 MPH)	\$68.00	\$272.00
4	EB	Sign Extender Bracket Set - With 20 MPH Sign	\$43.00	\$172.00
		Allows speed limit sign to be flush with driver feedback sign		
4	LPMBS	Locking Pole Mounting Bracket set	\$115.00	\$460.00
4	PEL11	4.5" Diameter, 11 foot aluminum pole	\$348.00	\$1,392.00
		(includes pole cap, breakaway base, & shipping)		
1	EA-023	Netbook-Windows 7 - Co-ordinates Data collection and radar sign.	\$375.00	\$375.00
Additional freight charges for selected options (Poles, Regulatory Speed Signs)			\$275.00	\$275.00
				\$19,338.00

Pricing does not include applicable taxes.

Not Applicable

Prepared By: Bill Isaacson

Office: 972.623.9885

Fax: 972.641.0851

530 Jesse St

Grand Prairie, TX 75051

www.roadkare.com



Thank You

for allowing us to quote on your requirements

1 - 3,661.00
325.00
115.00
375.00
112.00

4600.00

(HIGHLIGHTED ITEMS ARE NOT NEEDED)

A Division of Nardis, Inc

14-Jan-13

Amended:

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Initiated By:		Asst. Chief Joe O'Brien	
Phone:			
Fax:			
Contact Name:		Diane Wiatrek	
Distributor:		NARDIS INC	
Phone:		210-508-3516	
Fax:		210-661-8410	
email		dianew@nardisinc.com	
Sales Rep:		Diane Wiatrek	

Agency Name:			
		Windcrest Police Department	
Address:		8601 Midcrown	
City:		San Antonio	
State:		Tx	
Zip Code:		78239	
Valid Date:			

[illegible]

Please attach a copy of this quote with your order to ensure proper billing.

Authorized Signature

Diane Wiatrek

Diane Wiatrek

YOUR BUSINESS IS SINCERELY APPRECIATED

QAF: SC-110309
REV: SC-022211
DATE: 11/3/2009
© shayne campbell 2009

NARDIS PUBLIC SAFETY | 4818 I-10 East | San Antonio, TX 78219
CORPORATE OFFICE: 210-661-8400 | FAX: 210-661-8410 | WWW.NARDISINC.COM



Universal Products
229 W Harris Ave.
Salt Lake City, UT 84115
801-467-2461
Fax: 801-467-2470
Toll Free: 888-584-5575

Scott Purcell
Windcrest PD
8601 Midcrow
windcrest, TX 78239

Quotation

Date: 01/10/2013
Quote Number: 01102013-29
Quote Expires on: 02/10/2013
Questions ? Call: Cecil Hendren
1-888-584-5575

Part Number	Description	QTY	Price	Extended Price
OSYSTDR010	DRUG TERMINATOR	1	\$3,200.00	\$3,200.00
FREIGHT	FedEx Ground Insured to Allen City TX	1	\$200.00	\$200.00
NOTES	This quote does not include the 55 gal. open head drum. We recommend you purchasing that locally. The drum can be an Re-furbished Open Head 55 gal Drum			

Terms: Net 30

Visa & Master Card accepted

Shipping: FOB Factory unless other wise specified
SEE ATTACHED DOC.

Sub - Total \$3,400.00

Total \$3,400.00



GT Distributors - Austin
P.O. Box 16080
Austin TX 78761
(512) 451-8298

Quote	QTE0061795
Date	1/8/2013
Page:	1

Bill To:

Windcrest Police Department
William Dale Clark
8601 Midcrown
Windcrest TX 78239

Ship To:

Windcrest Police Department
8601 Midcrown
Attn: Dale Clark
Windcrest TX 78239

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Reg Ship Date	Master No.
TASER	002433	JD	U	NET 15	0/0/0000	954,795
Quantity	Item Number	Description	UOM	Unit Price	Ext. Price	
22	24 AT-26524	Taser X26E Taser Yellow with XDPM	EA	\$812.00	\$19,468.00	
	50 AT-26701	Taser XDPM w/ Cartridge Holder	EA	\$38.95	\$1,947.50	17864.00
	50 AT-44200	Taser 21' Air Cartridge	EA	\$21.95	\$1,097.50	
	50 AT-34200	Taser 15' Air Cartridge	EA	\$20.95	\$1,047.50	
22	24 AT-44952	Taser Blade Tec Holster X26-New Version	EA	\$32.95	\$724.90	724.90
					22601.40	

All returns must be authorized by GT Distributors. Interest charges on past due invoices at the maximum rate allowed by law.

Your salesman is Preston. Thank you.
Lt. Dale Clark
dclark@windcrest-tx.gov

Subtotal	\$24,371.30
Misc	\$0.00
Tax	\$0.00
Freight	\$70.00
Total	\$24,441.30

22,751.40

RESOLUTION NUMBER 2013-424(R)

A RESOLUTION AUTHORIZING THE PURCHASE OF THREE (3) NEW 2013 CHEVROLET TAHOE VEHICLES (POLICE PACKAGE) FROM CALDWELL COUNTRY CHEVROLET FOR A PRICE OF \$108,352.00 AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT FOR SUCH PURCHASE

WHEREAS, it will promote the safety and welfare of the citizens of the City of Windcrest to purchase three (3) new 2013 Police Chevrolet Tahoe vehicles from Caldwell Chevrolet to be funded by WCCPD; and

WHEREAS, the City Council of Windcrest authorizes the purchase of three (3) new 2013 Chevrolet Tahoe vehicles (police package) to be purchased from Caldwell Country Chevrolet in accordance with purchasing guidelines.

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

1. The purchase of three (3) new 2013 Chevrolet Tahoe vehicles (police package) for a price of \$108,352.00 is approved.
2. The City Manager is authorized to negotiate and execute a contract with Caldwell Country Chevrolet of Caldwell, Texas for such purchase.
3. Total budgeted amount for the vehicles is \$108,352.00

DULY PASSED AND APPROVED, on the 28th day of January, 2013 at a regular meeting of the City Council of the City of Windcrest, Texas, which meeting was held in compliance with the Open Meetings Act, Tex. Gov't. Code, §551.001, et. seq. at which meeting a quorum was present and voting.

CITY OF WINDCREST, TEXAS

Alan Baxter, Mayor

ATTEST:

Kelly Rodriguez, City Secretary



City Council Agenda Item Report

January 28, 2013

Contact – Chief Al Ballew

aballew@windcrest-tx.gov

Resolution #: 2013-425(R)

SUBJECT: Deliberation and possible action on a resolution to purchase three (3) Police Mobile M7300 In-car Radios, including required radio accessories.

1. BACKGROUND/HISTORY

The purchase of three (3) Police Mobile M7300 In-car Radios, including required radio accessories with funds from the WCCPD.

2. FINDINGS/CURRENT ACTIVITY

We are requesting to purchase three (3) Police Mobile M7300 In-car Radios, including required radio accessories with funds from the WCCPD.

On 01/16/2013, the WCCPD Board approved funding from the WCCPD Budget.

3. FINANCIAL IMPACT -

\$13,888.08 funding is available from WCCPD Budget.

4. ACTION OPTIONS/RECOMMENDATION

Staff recommends the Council to approve the purchase of these three (3) new Police Mobile M7300 In-car Radios, including required radio accessories and we will move it forward for second reading on February 4th.

RESOLUTION NUMBER 2013-425(R)

A RESOLUTION APPROVING THE PURCHASE OF POLICE MOBILE M7300 IN-CAR RADIOS AND REQUIRED RADIO ACCESSORIES TO BE FUNDED BY THE WINDCREST CRIME CONTROL & PREVENTION DISTRICT (WCCPD).

WHEREAS, the City Council of Windcrest, finds that it would enhance the public safety to purchase Three (3) Police Mobile M7300 In-car Radios, including required radio accessories with funds from the WCCPD.

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

1. The purchase of Police Mobile M7300 In-car Radios with required radio accessories from Dailey-Wells within the budgeted amount of \$13,888.08 is hereby approved.

DULY PASSED AND APPROVED, on the 3rd day of December, 2012 at a regular meeting of the City Council of the City of Windcrest, Texas, which meeting was held in compliance with the Open Meetings Act, Tex. Gov't. Code, §551.001, et. seq. at which meeting a quorum was present and voting.

CITY OF WINDCREST, TEXAS

Alan Baxter, Mayor

ATTEST:

Kelly Rodriguez, City Secretary

WINDCREST CIVIC CENTER

Private Event Rental Agreement

9310 Jim Seal Drive
Windcrest, TX 78239

Civic Center Manager 655-0022 x 2150/ Civic Center Tech 382-6777 cell

Thank you for considering 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 recently undergone a renovation and boasts 6,657 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, a full service kitchen, an attached 1,400 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 a.m. to 3:00 p.m. Planning any event is a daunting task if you are in need of further assistance please do not hesitate to contact the Civic Center Manager, Kelly Rodriguez at 655-0022 ext. 2150.

Booking

Any group booking an event must submit a building deposit for damage and cleaning 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 signed agreement are secured by the City of Windcrest. Building deposit for residents: \$100, non-residents: \$200. **The City reserves the right to cancel any private event for a City event. This will only be done in an extreme situation. INT_____ (remove this wording)**

Rates

Resident: \$100 building deposit, \$50 per hour, minimum four (4) hour rental, no partial hours. At no time should you use your residency to lease the Windcrest Civic Center for any one living outside the City of Windcrest. The Windcrest Civic Center belongs to the City and is provided at a discounted rate for use by its residents only.

INT_____

Non-Resident: \$200 building deposit, \$80 per hour, minimum four (4) hour rental, no partial hours. INT_____ **remove this wording and use a separate contract for non- residents**

Sound System

If you wish to use the sound system which includes a 6 disc CD changer, 1 wireless microphone, projection screen, the deposit is \$100 and will be fully refunded as long as none of the equipment is damaged or lost.

INT_____ (if applicable) **(need to determine flat fee price)**

Cancellation

Any function that cancels will **forfeit the deposit.** INT_____

Scheduling

All functions **must end at 12:00 am** and guests must leave at that time. If the function fails to end at **12:00am**, any additional time will be deducted from the building deposit. Clean up of the facility must be completed as soon as function ends. There will be no extensions of time unless approved prior to the beginning of the function by the Civic Center Manager. In the event that the Lessee is running late, we ask that you please call the Civic Center Technician at (210) 382-6777. INT_____

A technician will be onsite for the entire event.

Payment & Deadline

Payment for lease of the building and the police officer must be received thirty (30) days prior to the function. If payment is not received thirty (30) days prior to the function, the function will be cancelled with no reimbursement of the building deposit. INT_____

Set Up / Clean Up Fees

A maximum of two (2) hours total will be allowed for set up before the function at no charge. If you would like for the Civic Center Technician to assist with set up, there is a charge of \$25.00 per hour which **must be paid two weeks prior to the event. A clean up fee of \$100 will be charged for all events.** At the end of your event, you will be required to immediately remove any personal property from the Civic Center so that the Civic Center Technician can clean, put up tables and chairs, etc. 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 \$25.00 per hour. **This fee must be thirty (30) days prior to the function.** If alcohol is being served/consumed during the event to include from the opening of the facility for set up through clean up and a Windcrest Police Officer is not present at the fault of the Lessee, the full building deposit will be forfeited. INT_____ (if applicable)

Rules of Use

1. No tape, nails, staples or penetration 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 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 building deposit. Should infractions be deemed severe all of the building deposit may be retained by the City of Windcrest. In addition subsequent rentals of the facility shall be at the sole discretion of the City of Windcrest and may require the presence of a Windcrest Police Officer. INT_____

Damage

1. 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.
2. A City official and the Lessee will complete a pre-event and post-event walk through.
3. 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 final disposition of the damage.

The Civic Center Technician will inspect the building prior to returning 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 building deposit will be forfeited and additional fees assessed should replacement or refurbishment be required. 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 10-14 days after the function. INT_____

Civic Related Functions

Windcrest Civic related functions may be exempt from some of the responsibilities as set forth in this agreement if agreed upon prior to scheduling event; exceptions must be approved by Civic Center Manager.

Agreement for Rental

Name_____ Organization_____

Address_____ City_____ State _____ Zip_____

Phone#_____ 2nd Phone_____ email_____

Type of Function_____ Number of Guests_____

Date of Use_____ Day of Week_____ Hours of Event_____

Resident _____ Non- Resident _____ 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 this 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 in the form of a check which will be mailed to the address above within 14 days. I agree to either pay the total rental sum of _____ by _____ or cancel my event by said date or risk forfeiture of my deposit. 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 shall hold harmless 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 also 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_____

Building Deposit _____

Sound System **Fee** _____

Security Fee \$25 per hour. _____

Facility Rental fee _____

Optional Setup Fee \$25 per hour _____

Mandatory Cleaning Fee. **\$100.00**

For Office Use Only: Date of Payment Received

Building Deposit _____ Sound System _____ Security _____ Facility Fee _____

Optional Set Up _____ Cleaning Fee _____

WINDCREST CIVIC CENTER

Private Event Rental Agreement

9310 Jim Seal Drive

Windcrest, TX 78239

Civic Center Manager 210-655-0022 Ext. 2150 / Civic Center Tech 210-722-7861

Thank you for considering 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 recently undergone a renovation and boasts 6,657 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 186 people.** The Windcrest Civic Center is equipped with 22-sixty four inch round tables-22-,six foot rectangular folding tables, 3-three foot rectangular folding tables, 256 folding chairs, a full service kitchen with two microwaves, an attached 1,400 square foot covered pavilion, a state of the art sound system, and 2 video screens (Please see table of additional rental charges). You may call to set up a viewing of the facility Monday thru Friday 9:00 a.m. to 3:00 p.m. Planning any event is a daunting task if you are in need of further assistance please do not hesitate to contact the Civic Center Manager, Heather Weidenbach at 655-0022 ext. 2150.

Booking

Any group booking an event must submit a building deposit for damage and cleaning 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 signed agreement are secured by the City of Windcrest. Building deposit for residents: \$100, non-residents: \$200. **The City reserves the right to cancel any private event for a City event. This will only be done in an extreme situation. INT_____**

Rates

(Please initial either Resident or Non-Resident)

Resident: \$100 building deposit, \$50 per hour, minimum four (4) hour rental, no partial hours. At no time shall you use your residency to lease the Windcrest Civic Center for any one living outside the City of Windcrest. The Windcrest Civic Center belongs to the City and is provided at a discounted rate for use by its residents only.

INT_____

Non-Resident: \$200 building deposit, \$80 per hour, minimum four (4) hour rental, no partial hours.

INT_____

Sound System

If you wish to use the sound system which includes a 6 disc CD changer, 2 wireless microphones, projection screen, the deposit is \$100 and will be fully refunded as long as none of the equipment is damaged or lost. **INT_____ (if applicable)**

Cancellation

Any function that cancels two (2) or more weeks prior to the date of the function will be entitled to an 80% refund of the building deposit. Cancellations made after two (2) weeks prior to the date of the function will forfeit the deposit. **INT_____**

Scheduling

All functions **must end at 10:00pm** and guests must leave at that time. If the function fails to end at 10:00pm, any additional time will be deducted from the building deposit. Clean up of the facility must be completed as soon as function ends. There will be no extensions of time unless approved prior to the beginning of the function by the Civic Center Manager. In the event that the Lessee is running late, we ask that you please call the Civic Center Technician at (210) 722-7861. **INT_____**

Payment & Deadline

Payment for lease of the building and the police officer must be received fifteen (15) days prior to the function. If payment is not received fifteen (15) days prior to the function, the function will be cancelled with no reimbursement of the building deposit. INT_____

Set Up / Clean Up Fees

A maximum of two (2) hours total will be allowed for set up before the function at no charge. If you would like for the Civic Center Technician to assist with set up, there is a charge of \$25.00 per hour which **must be paid two weeks prior to the event. A clean up fee of \$100 will be charged for all events.** At the end of your event, you will be required to immediately remove any personal property from the Civic Center so that the Civic Center Technician can clean, put up tables and chairs, etc. 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 \$25.00 per hour. **This fee must be fifteen (15) days prior to the function.** If alcohol is being served/consumed during the event to include from the opening of the facility for set up through clean up and a Windcrest Police Officer is not present at the fault of the Lessee, the full building deposit will be forfeited. INT_____ (if applicable)

Rules of Use

1. **No nails, staples or penetration 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 so as not to disturb the surrounding area.
6. If beer is being served from a keg, the **keg must remain outside** the building.
7. No folding 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 building deposit. Should infractions be deemed severe all of the building deposit may be retained by the City of Windcrest. In addition subsequent rentals of the facility shall be at the sole discretion of the City of Windcrest and may require the presence of a Windcrest Police Officer. INT_____

Damage

1. 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.
2. A City official and the Lessee will complete a pre-event and post-event walk through.
3. 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 final disposition of the damage.

The Civic Center Technician will inspect the building prior to returning 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 building deposit will be forfeited and additional fees assessed should replacement or refurbishment be required. 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 10-14 days after the function. **INT_____**

Civic Related Functions

Windcrest Civic related functions may be exempt from some of the responsibilities as set forth in this agreement if agreed upon prior to scheduling event; exceptions must be approved by Civic Center Manager.

Agreement for Rental

Name_____ Organization_____

Address_____ City_____ State _____ Zip_____

Phone#_____ 2nd Phone_____ email_____

Type of Function_____ Number of Guests_____

Date of Use_____ Day of Week_____ Hours of Event_____

Resident _____ Non- Resident _____ 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 this 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 in the form of a check which will be mailed to the address above within 14 days. I agree to either pay the total rental sum of _____ by _____ or cancel my event by said date or risk forfeiture of my deposit. 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 shall hold harmless 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 also 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_____

Building Deposit _____

Sound System Deposit _____

Security Fee \$25 per hour. _____

Facility Rental _____

Optional Setup Fee \$25 per hour _____

Mandatory Cleaning Fee. **\$100.00**

For Office Use Only: Date of Payment Received

Building Deposit _____ Sound System _____ Security _____ Facility Fee _____

Optional Set Up _____ Cleaning Fee _____

WINDCREST CIVIC CENTER

Private Event Rental Agreement

9310 Jim Seal Drive

Windcrest, TX 78239

Civic Center Manager 210-655-0022 Ext. 2150 / Civic Center Tech 210-722-7861

Thank you for considering 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 recently undergone a renovation and boasts 6,657 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 186 people.** The Windcrest Civic Center is equipped with 22-sixty four inch round tables-22-,six foot rectangular folding tables, 3-three foot rectangular folding tables, 256 folding chairs, a full service kitchen with two microwaves, an attached 1,400 square foot covered pavilion, a state of the art sound system, and 2 video screens (Please see table of additional rental charges). You may call to set up a viewing of the facility Monday thru Friday 9:00 a.m. to 3:00 p.m. Planning any event is a daunting task if you are in need of further assistance please do not hesitate to contact the Civic Center Manager, Heather Weidenbach at 655-0022 ext. 2150.

Booking

Any group booking an event must submit a building deposit for damage and cleaning 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 signed agreement are secured by the City of Windcrest. Building deposit for residents: \$100, non-residents: \$200. **The City reserves the right to cancel any private event for a City event. This will only be done in an extreme situation. INT_____**

Rates

(Please initial either Resident or Non-Resident)

Resident: \$100 building deposit, \$50 per hour, minimum four (4) hour rental, no partial hours. At no time shall you use your residency to lease the Windcrest Civic Center for any one living outside the City of Windcrest. The Windcrest Civic Center belongs to the City and is provided at a discounted rate for use by its residents only.

INT_____

Non-Resident: \$200 building deposit, \$80 per hour, minimum four (4) hour rental, no partial hours.

INT_____

Sound System

If you wish to use the sound system which includes a 6 disc CD changer, 2 wireless microphones, projection screen, the deposit is \$100 and will be fully refunded as long as none of the equipment is damaged or lost. **INT_____ (if applicable)**

Cancellation

Any function that cancels two (2) or more weeks prior to the date of the function will be entitled to an 80% refund of the building deposit. Cancellations made after two (2) weeks prior to the date of the function will forfeit the deposit. **INT_____**

Scheduling

All functions **must end at 10:00pm** and guests must leave at that time. If the function fails to end at 10:00pm, any additional time will be deducted from the building deposit. Clean up of the facility must be completed as soon as function ends. There will be no extensions of time unless approved prior to the beginning of the function by the Civic Center Manager. In the event that the Lessee is running late, we ask that you please call the Civic Center Technician at (210) 722-7861. **INT_____**

Payment & Deadline

Payment for lease of the building and the police officer must be received fifteen (15) days prior to the function. If payment is not received fifteen (15) days prior to the function, the function will be cancelled with no reimbursement of the building deposit. INT_____

Set Up / Clean Up Fees

A maximum of two (2) hours total will be allowed for set up before the function at no charge. If you would like for the Civic Center Technician to assist with set up, there is a charge of \$25.00 per hour which **must be paid two weeks prior to the event. A clean up fee of \$100 will be charged for all events.** At the end of your event, you will be required to immediately remove any personal property from the Civic Center so that the Civic Center Technician can clean, put up tables and chairs, etc. 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 \$25.00 per hour. **This fee must be fifteen (15) days prior to the function.** If alcohol is being served/consumed during the event to include from the opening of the facility for set up through clean up and a Windcrest Police Officer is not present at the fault of the Lessee, the full building deposit will be forfeited. INT_____ (if applicable)

Rules of Use

1. **No nails, staples or penetration 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 so as not to disturb the surrounding area.
6. If beer is being served from a keg, the **keg must remain outside** the building.
7. No folding 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 building deposit. Should infractions be deemed severe all of the building deposit may be retained by the City of Windcrest. In addition subsequent rentals of the facility shall be at the sole discretion of the City of Windcrest and may require the presence of a Windcrest Police Officer. INT_____

Damage

1. 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.
2. A City official and the Lessee will complete a pre-event and post-event walk through.
3. 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 final disposition of the damage.

The Civic Center Technician will inspect the building prior to returning 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 building deposit will be forfeited and additional fees assessed should replacement or refurbishment be required. 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 10-14 days after the function. **INT_____**

Civic Related Functions

Windcrest Civic related functions may be exempt from some of the responsibilities as set forth in this agreement if agreed upon prior to scheduling event; exceptions must be approved by Civic Center Manager.

Agreement for Rental

Name_____ Organization_____

Address_____ City_____ State _____ Zip_____

Phone#_____ 2nd Phone_____ email_____

Type of Function_____ Number of Guests_____

Date of Use_____ Day of Week_____ Hours of Event_____

Resident _____ Non- Resident _____ 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 this 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 in the form of a check which will be mailed to the address above within 14 days. I agree to either pay the total rental sum of _____ by _____ or cancel my event by said date or risk forfeiture of my deposit. 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 shall hold harmless 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 also 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_____

Building Deposit _____

Sound System Deposit _____

Security Fee \$25 per hour. _____

Facility Rental _____

Optional Setup Fee \$25 per hour _____

Mandatory Cleaning Fee. **\$100.00**

For Office Use Only: Date of Payment Received

Building Deposit _____ Sound System _____ Security _____ Facility Fee _____

Optional Set Up _____ Cleaning Fee _____

Kelly Rodriguez

From: Katye Brought
Sent: Friday, January 18, 2013 10:12 AM
To: Kelly Rodriguez
Subject: RE: Dates

Follow Up Flag: Flag for follow up
Flag Status: Flagged

Yes



WINDCREST
TEXAS

Katye Brought

Public Affairs and Marketing Director

p: 210.655.0022 ext. 2820

c: 210.314.9783

f: 210.655.8776

kbrought@windcrest-tx.gov

8601 Midcrown

Windcrest, TX 78239

<http://www.windcrest-tx.gov>

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From: Kelly Rodriguez
Sent: Friday, January 18, 2013 9:57 AM
To: Katye Brought
Cc: Tom Garcia; Rafael Castillo; Alan Baxter; alanebaxter@aol.com; Marlene Guel
Subject: Re: Dates

Are these dates official so that I can return some resident phone calls?

Sent from my iPhone

On Jan 18, 2013, at 9:47 AM, "Katye Brought" <kbrought@windcrest-tx.gov> wrote:

Garage Sale: Thursday March 21 thru Sunday March 24
Spring Brush Pick Up: April 1-20
Fall Brush Pick Up: September 16-October 5

Hazardous Waste Pick Up: Saturday October 5

Marlene-Some of these dates are revised, please update calendars to reflect these changes.

Thank you,

<image001.jpg>

Katie Brought

Public Affairs and Marketing Director

p: 210.655.0022 ext. 2820

c: 210.314.9783

f: 210.655.8776

kbrought@windcrest-tx.gov

8601 Midcrown

Windcrest, TX 78239

<http://www.windcrest-tx.gov>

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