



AGENDA

WINDCREST CRIME CONTROL AND PREVENTION DISTRICT MEETING January 4, 2023

CITY COUNCIL CHAMBERS @ 8601 MIDCROWN

1:30 P.M.

NOTICE IS HEREBY GIVEN THAT A WINDCREST CRIME CONTROL AND PREVENTION DISTRICT BOARD (WCCPD) MEETING WILL BE HELD AT WINDCREST CITY HALL, 8601 MIDCROWN, WINDCREST, TEXAS ON THE 4TH DAY OF JANUARY 2023, STARTING AT 1:30 P.M. DURING THE MEETING THE FOLLOWING SUBJECTS WILL BE CONSIDERED AND THE BOARD MAY TAKE ACTION ON ANY OF THE LISTED SUBJECTS.

THE WINDCREST CRIME CONTROL AND PREVENTION DISTRICT BOARD RESERVES THE OPTION TO RECESS THE MEETING DURING THE AFTERNOON OF JANUARY 4, 2023, AND TO RECONVENE THE MEETING ON THE FOLLOWING DAY, JANUARY 5, 2023, AT 1:30 P.M. AT THE WINDCREST CITY HALL, 8601 MIDCROWN, WINDCREST, TEXAS.

NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

The City of Windcrest Council Chambers are wheelchair accessible, and accessible parking spaces are available. In compliance with Americans with Disabilities Act, the City of Windcrest will provide reasonable accommodations for persons attending the meeting. To better serve you, requests should be received 48 hours prior to the meeting. Please contact the City Secretary's Office, at 210-655-0022 ext. 2150 or Fax 210-655-8776, or 711 Texas Relay.

- I. Call to Order**
- II. Roll Call**
- III. Vote to Excuse Absent Board Members**
- IV. Pledge of Allegiance**
- V. Citizens to be Heard**
 - Citizens may address the Windcrest Crime Control and Prevention District Board on topics not on the agenda for no more than three (3) minutes.
 - In addition to the foregoing, citizens shall also have the opportunity to address the Windcrest Crime Control and Prevention District Board during consideration of posted agenda items for no more than six (6) minutes.
 - A City Official may make a statement of specific factual information in response to an inquiry made by a member of the public, or a recitation of existing policy in response to an inquiry made by a member of the public.

VI. Items for Discussion/Action

- a) The WCCPD Board Members will review, discuss, and may take action on a funding proposal for a Takas Park safety and security lighting project. [Marcus Yax, Councilmember Place 4]
- b) Commission will review, discuss, and may take action on approving additional funds from the FY22/23 Windcrest Crime Control District budget for capital improvement purchases for the Windcrest Police Department. [Jimmie Cole, Interim Police Chief]

VII. GENERAL ANNOUNCEMENTS & FUTURE AGENDA ITEMS REQUESTED

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

VIII. ADJOURNMENT**AGENDA NOTICES:****DECORUM REQUIRED:**

Any disruptive behavior, including shouting or derogatory statements or comments may be ruled out of order by the Presiding Officer. Continuation of this type of behavior could result in a request by the Presiding Officer that the individual leave the meeting, and if refused, an order of removal.

ACTION BY COUNCIL AUTHORIZED:

The Windcrest Crime Control and Prevention District Board may vote and/or act upon any item within this Agenda. The Board reserves the right to retire into executive session concerning any of the items listed on this Agenda, pursuant to and in accordance with Texas Government Code § 551.072 (Deliberations about Real Property); § 551.073 (Deliberations about Gifts & Donations); § 551.076 (Deliberations about Security Devices); §551.087 (Economic Development); and, § 551.071 to seek the advice of its attorney about pending or contemplated litigation, settlement offer or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflict with the Open Meetings Act and may invoke this right where the City Attorney, the Mayor or a majority of the Governing Body deems an executive session is necessary to allow privileged consultation between the City Attorney and the governing body, if considered necessary and legally justified under the Open Meetings Act. The attorney may appear in person, or appear in executive session by conference call in accordance with applicable state law.

EXECUTIVE SESSIONS APPROVED BY CITY ATTORNEY:

This agenda has been reviewed and approved by the City's legal counsel and the presence of any subject in any Executive Session portion of the agenda constitutes a written interpretation of Texas Government Code Chapter 551 by legal counsel for the body and constitutes an opinion by the attorney that the items discussed therein may be legally discussed in the closed portion of the meeting considering available opinions of a court of record and opinions of the Texas Attorney General known to the attorney. This provision has been added to this agenda with the intent to meet all elements necessary to satisfy Texas Government Code Chapter 551.144(c) and the meeting is conducted by all participants in reliance on this opinion.

ATTENDANCE BY OTHER ELECTED OR APPOINTED OFFICIALS:

It is anticipated that members of the City Council, or other city board, commissions and/or committees may attend the meeting in numbers that may constitute a quorum of the other city boards, commissions and/or committees. Notice is hereby given that the meeting, to the extent required by law, is also noticed as a meeting of the other boards, commissions and/or committees of the City, whose members may be in attendance. The members of the boards, commissions and/or committees may participate in discussions on the same items listed on the agenda, which occur at the meeting, but no action will be taken by such in attendance unless such item and action is specifically provided for on an agenda for that board, commission, or committee subject to the Texas Open Meetings Act.

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the Windcrest Crime Control Prevention District 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 (72) hours prior to the meeting on January 4, 2023.

By: //§//Rachel C Dominguez, City Secretary



Emergency Request for Windcrest Crime Control Police District Action

DEPARTMENT: Police

REQUESTOR: Jim Cole

DEPARTMENT HEAD: Jim Cole

IMPACTED DEPARTMENT/S: Police

SUBJECT: Stalker Radar Unit Purchase

BACKGROUND INFORMATION:

- “Traffic Contacts” is a performance measure category utilized by the Police Department. It measures the Department’s performs related to its traffic enforcement responsibilities. Speed limit enforcement is a major part of traffic enforcement activities and requires properly functioning equipment for the efficient and accurate identification of speeding violations. Properly functioning radar equipment assists the Department in meeting and exceeding the “Traffic Contacts” performance measure.
- Applied Concepts, Inc. provided a promotional offer from Stalker Radar for the purchase of eight (8) radar units at \$25,761.00, with two free radar units included, for receipt of a total of ten (10) radar units.
- The promotional offer is valid only until December 31, 2022.
- A thirty-six (36) month warranty is included with the purchase.

ISSUE:

- Radar units are installed inside the patrol fleet vehicles. Currently, seven (7) out of fourteen (14) patrol vehicles have radar units installed that are not in working order. The situation places a strain on the patrol fleet as vehicles with working radars are utilized at a much higher rate than vehicles without working radars. Additionally, the number of radar equipped patrol vehicles is further reduced when fleet maintenance and repair issues are present.

ALTERNATIVES:

The Windcrest Crime Control and Prevention District (WCCPD) could elect to not award funding for this promotional purchase, keeping the patrol fleet with the current number of operational radar units.

FISCAL IMPACT:

- | | |
|--|--------------------|
| • Purchase of Eight (8) Stalker Radar Units (2 free) total of 10 units | \$25,761.00 |
| • Installation of Ten (10) radars units into fleet vehicle @ \$570.00 each | <u>\$ 5,700.00</u> |
| TOTAL: | \$31,461.00 |



Emergency Request for Windcrest Crime Control Police District Action

RECOMMENDATION:

It is recommended that funds be approved for the purchase and installation of new Stalker Radar units to replace non-working and older radar units for use in the patrol vehicle fleet.



Sole Source for STALKER DSR Radar System

This is to confirm and verify that Applied Concepts, Inc., 855 E. Collins, Richardson, TX 75081 is the sole source manufacturer of the **STALKER DSR Radar System**. There is no other radar being manufactured that meets the specifications below:

- **Only Stalker's DSR antennas process return signals *digitally*.** The signal that goes to the Counting Unit is a clean *digital signal* which helps to eliminate RF interference. Digital antennas also improve a radar's range beyond 1 mile. (*This patented technology makes Stalker Radar the most accurate and dependable radar system on the market.*)
- When a target is locked, voice verification alerts the operator which antenna is in use, the radar's mode, and the direction the vehicle is traveling.
- All Stalker Radar products are made in the USA and are in full compliance with the Buy American Act.
- Applied Concepts, Inc was awarded an ISO 9001:2015 Certificate of Registration for design, manufacture and service of speed measurement products. This is unique in our market segment.

The **STALKER DSR Radar System** can only be purchased directly from Applied Concepts, Inc. or through one of our Regional Sales Managers.

Respectfully Submitted,

Jan Achilles
Sales Administrator



applied concepts, inc.

StalkerRadar.com | Registered to ISO 9001:2015

855 East Collins Boulevard | Richardson, Texas 75081 | 972.398.3780 | 1-800-STALKER | Fax:

972.398.3781 006-0403-00 Rev C

1/1/2022



applied concepts, inc.

855 E. Collins Blvd
Richardson, TX 75081
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Inside Sales Partner:

Pam Schneidewind
+1-972-801-4890
pams@stalkerradar.com

Reg Sales Mgr:

Bill Switzer - S TX
+1-972-837-3434
bills@stalkerradar.com

Q U O T E
2067044

Page 1 of 2

Date: 12/02/22

Effective From : 10/19/2022

Valid Through: 12/30/2022

Lead Time: 45 working days

Bill To: Windcrest Police Dept 8601 Midcrown Dr Windcrest, TX 78239-2516	Customer ID: 752391 Accounts Payable	Ship To: Windcrest Police Dept 8601 Midcrown Dr Windcrest, TX 78239-2516	<i>FedEx Ground</i> Sergeant Gilbert Duquette
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Grp	Qty	Package		Description	Wrnty/Mo	Price	Ext Price
1	8	806-0022-00	DSR 2 Antenna Radar		36	\$3,192.00	\$25,536.00
	Ln	Qty	Part Number	Description	Price		Ext Price
	1	8	200-0999-40	DSR Enhanced Counting Unit, 1.5 PCB			\$0.00
	2	8	200-1000-40	DSR Modular Display			\$0.00
	3	16	200-1237-00	DSR Ka Antenna			\$0.00
	4	8	200-0921-00	DSR Ergonomic Remote Control w/Screw Latch			\$0.00
	5	8	200-0769-00	25 MPH/40 KPH KA Tuning Fork			\$0.00
	6	8	200-0770-00	40 MPH/64 KPH KA Tuning Fork			\$0.00
	7	8	200-0243-00	Counting/Display Tall Mount			\$0.00
	8	8	200-0244-00	Antenna Dash Mount			\$0.00
	9	8	200-0245-00	Antenna Tall Deck Mount			\$0.00
	10	8	200-0648-00	Display Sun Shield			\$0.00
	11	8	155-2591-08	8 Foot Antenna Cable, IP67			\$0.00
	12	8	155-2591-20	20 Foot Antenna Cable, IP67			\$0.00
	13	8	200-0622-01	2015-Present Tahoe VSS Cable Kit			\$0.00
	14	8	200-0821-00	DSR Documentation Kit			\$0.00
	15	8	035-0361-00	Shipping Container, Dash Mounted Radar			\$0.00
	16	8	060-1000-36	36 Month Warranty			\$0.00
Group Total						\$25,536.00	

Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
2	2	806-0022-00	DSR 2 Antenna Radar	36	\$0.00	\$0.00
Ln	Qty	Part Number	Description	Price		Ext Price
17	2	200-0999-40	DSR Enhanced Counting Unit, 1.5 PCB			\$0.00
18	2	200-1000-40	DSR Modular Display			\$0.00
19	4	200-1237-00	DSR Ka Antenna			\$0.00
20	2	200-0921-00	DSR Ergonomic Remote Control w/Screw Latch			\$0.00
21	2	200-0769-00	25 MPH/40 KPH KA Tuning Fork			\$0.00
22	2	200-0770-00	40 MPH/64 KPH KA Tuning Fork			\$0.00
23	2	200-0243-00	Counting/Display Tall Mount			\$0.00
24	2	200-0244-00	Antenna Dash Mount			\$0.00
25	2	200-0245-00	Antenna Tall Deck Mount			\$0.00
26	2	200-0648-00	Display Sun Shield			\$0.00

** Continued on Next Page **



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Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
2	2	806-0022-00	DSR 2 Antenna Radar	36	\$0.00	\$0.00
	Ln	Qty	Part Number	Description	Price	Ext Price
	27	2	155-2591-08	8 Foot Antenna Cable, IP67		\$0.00
	28	2	155-2591-20	20 Foot Antenna Cable, IP67		\$0.00
	29	2	200-0622-01	2015-Present Tahoe VSS Cable Kit		\$0.00
	30	2	200-0821-00	DSR Documentation Kit		\$0.00
	31	2	035-0361-00	Shipping Container, Dash Mounted Radar		\$0.00
	32	2	060-1000-36	36 Month Warranty		\$0.00
	33	2	005-8038-00	2022 Promo Pricing - Buy 4 DSR get 1 Free		\$0.00
	Group Total					\$0.00

Product	\$25,536.00	Sub-Total:	\$25,536.00
Discount	\$0.00	Sales Tax 0%	\$0.00
Payment Terms: Net 30 days		Shipping & Handling:	\$225.00
		Total: USD	\$25,761.00

Vehicle Information:
2021 Chevrolet Tahoe SUV
BuyBoard contract 608-20

001

This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these Terms and Conditions carefully before proceeding.



FARRWEST

SPECIALTY VEHICLES

108 COMMERCIAL PLACE
SUITE 206
SCHERTZ, TX 78154
(210)566-1857

Estimate

Date	Estimate #
10/19/2022	1360

Name / Address	Ship To
WINDCREST POLICE DEPARTMENT ATTN: FINANCE DEPT 8601 MIDCROWN WINDCREST, TX 78239	WINDCREST POLICE DEPARTMENT DARRELL VOLZ 8601 MIDCROWN WINDCREST, TX 78239

Requested By	P.O. No.	Terms	Project
		Net 30	

Item	Description	Qty	Rate	Total
VEHICLE INSTALLAT...	Labor Hours Remove MPH Radar Install Stalker Radar	6	95.00	570.00

PRICES VALID FOR 30 DAYS BUT ARE SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CHALLENGES. VERIFY PRICING BEFORE ISSUING A PO. SURCHARGES MAY APPLY.	Subtotal	\$570.00
	Sales Tax (0.0%)	\$0.00
***** DISCLAIMER ***** LABOR PRICING IS ONLY GOOD FOR ALL PRODUCTS AND SERVICES INCLUDED IN THIS QUOTE.	Total	\$570.00



Stalker DSR | Single-Zone Direction-Sensing Radar

DSR

Rugged. Accurate. Innovative. Stalker.



- Direction-Sensing Technology
- Automatic Same-Direction Tracking
- Strongest / Faster Displayed and Locked
- Waterproof Antennas
- Stalker - Used by more State Agencies than all other radar brands combined
- VSS Ready



STALKER®

Power to Enforce.

stalkerRadar.com

Automatic Same-Direction Operation

Automatically determines if same-direction vehicles are closing or going away. Measures same-direction traffic speeds as simply and accurately as opposite-direction traffic.

Selective Stationary Operation

Monitors specific direction of traffic. Measures closing targets while ignoring going-away vehicles, even if going-away target is closer than closing target.

True Doppler Audio

In opposite-direction mode, the target's actual speed (not closure speed) generates the Doppler tone, and it always correlates directly with the target's speed.

Patrol Speed Sensing Standard

One wire VSS for perfect patrol speed.

Voice Verification for Locked Target

When a target is locked, voice verification alerts the operator which antenna is in use, the radar's mode, and the direction the vehicle is traveling.

Patented, Digital Ka-Band Antenna

Longer range, faster target acquisition is achieved with the industry's only digital antenna. Improves data transfer and is less susceptible to RF noise.



Detachable Display

The display separates from the rest of the electronics using an optional cable. Discreetly mount the display anywhere.



Full-Function Remote Control

Infrared, cordless remote puts complete control in the operator's hand. Strongest or Faster target locking are both available.



Serial Port

Interfaces with most video cameras, computers and printers.

Optional Waterproof Motorcycle Components

Durable, accurate motorcycle components for continuous duty in the worst conditions.



STALKER®

Power to Enforce.

applied concepts, inc.
855 East Collins Blvd. ■ Richardson, Texas 75081
972.398.3780 ■ Fax 972.398.3781



006-0328-00 Rev K

800-STALKER

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All Stalker Radars have passed National Highway Traffic Safety Administration testing and are listed on the NHTSA Conforming Products List.

Applied Concepts, Inc. (d/b/a Stalker Radar) Product Terms and Conditions

- (1) **Purpose.** The terms set forth herein govern the sale and delivery of the Stalker Radar and other products (collectively "**Products**") sold by Applied Concepts, Inc. (d/b/a Stalker Radar "**we**," "**us**," "**our**," etc.) and purchased by the purchaser ("**you**," "**your**," etc.).
- (2) **Price and Product Changes; Errors.** Prices of Products are subject to change without notice, and all references in sales brochures, technical data sheets and offers on our website or otherwise as to size, weight, and other details of the Products are approximate only. No such term shall be binding on us unless expressly incorporated in a purchase order which is approved and accepted by us in accordance with these terms. In the event that a Product is mistakenly listed at an incorrect price or with other incorrect information, we reserve the right to refuse or cancel any orders placed for a Product listed at the incorrect price or based on incorrect product information. In addition, we are not responsible for any inability to fulfill orders due to reasons beyond our control. We reserve the right to refuse or cancel any such orders whether the order has been confirmed and you have paid for the Product. If you have already paid for the Product and your order is cancelled, we will issue a refund in the amount paid.
- (3) **Cancellation.** Cancellation of an order for standard Products will be accepted without penalty, prior to shipment. Cancellation of an order for non-standard or customized Products will not be accepted once item is in production or shipped.
- (4) **Delivery.** Unless separate arrangements have been agreed upon in writing with you to the contrary, the terms of delivery are F.O.B. our loading dock. We will use commercially reasonable efforts to make your purchased Products available for pick-up and delivery by you within a reasonable time after acceptance of an order from you, or, if you so specify, to place the purchased Products with a common carrier at your expense for delivery to you. You bear the risk of loss or destruction of the purchased Products upon and after the first to occur of (a) pick-up or acceptance of the Products by you or your common carrier at our place of business, or (ii) five (5) days after confirmation from us that the Products are ready for pick-up at our place of business. If we are required to store the Products due to any delay caused by you, you will reimburse us for reasonable storage charges. We reserve the right to make the Products available for pick-up and delivery in installments provided that such installment shall not be less than one Product unit, unless otherwise expressly confirmed in a written communication to the contrary by us. Delay in delivery of any installment shall not relieve you of your obligation to accept remaining deliveries.
- (5) **Returns.** We must authorize all returns and a Return Material Authorization (RMA), prior to shipping. All returns must be made within thirty (30) days after delivery as specified in Section (4). Returns will be shipped at your expense. An RMA number can be obtained by e-mailing Customer Service: csd@a-concepts.com. We will not be responsible for, nor guarantee credit or replacement on, any product returned to us without an RMA. Under no circumstances will we accept collect shipments. Products returned must be received by us in re-salable condition. Product that cannot go back to stock as received will not be accepted. Please securely pack the Product and write the RMA number on the outside of the shipping box, not the product box. All returns are subject to a restocking charge of 25% of net price. Specific items may require additional charges.
- (6) **Payment.** You will pay the purchase price and applicable taxes and duties for Products without setoff, deduction, or withholding net 30. You hereby grant us a purchase money security interest in and to the Products until the purchase price and other applicable charges are paid in full. You consent to filing of a UCC-1 or other applicable document that we deem necessary to perfect this security interest and appoint our designee as your attorney-in-fact to execute and file such UCC-1 or other document in our sole discretion.
- (7) **Proprietary Information.** We have and claim various proprietary rights in the Products. You will not directly or indirectly cause any proprietary rights to be violated or any proprietary information to be disclosed to any third party without our prior written consent.
- (8) **Warranty.** We warrant Products to be free of defects and (a) that Products will perform materially in accordance with the user guides, quick reference guides, and other technical and operations manuals and specifications for Products provided by us. At our election, we will repair or replace at our cost all Product

hardware components that fail due to defective materials or workmanship during the warranty period specified in your owner's manual or a longer period specified in your quote or invoice. You must return failed Product to the factory or an authorized service center, freight prepaid. Return shipping on any components that fail within 6 months from shipment date, will be paid for by us through a shipping label we provide to you. We will pay standard UPS ground on all return shipping. This warranty excludes normal wear-and-tear such as frayed cords, broken connectors, scratched or broken cases, or physical abuse. The foregoing warranty is exclusive, in lieu of all other warranties, of quality, fitness, or merchantability, whether written, oral, or implied. We will not be liable for any direct, indirect, consequential or incidental damages arising out of the use or inability to use Product even if you have advised us of the possibility of such damages. As a further limit on warranty, and as an expressed warning, you should be aware that harmful personal contact may be made with a Product in the event of violent maneuvers, collisions, or other circumstances, even though said Product is installed and used according to instructions. We specifically disclaim any liability for injury caused by a Product in all such circumstances. **Any attempt to repair a Product on your own will void this warranty.**

- (9) **Limitations of Liability.** WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, OUR AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE GREATER OF \$100,000 OR THE AMOUNT YOU ACTUALLY PAID US UNDER THIS AGREEMENT FOR PRODUCTS DURING THE 12 MONTHS PRECEDING THE CLAIM.
- (10) **Miscellaneous**
 - a) **Force Majeure.** We and our partners will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.
 - b) **Assignment.** You may not assign or otherwise transfer Products or any of your rights and obligations specified herein without our prior written approval. Subject to the foregoing, these terms and conditions will be binding upon, and inure to the benefit of us, you and our and your respective successors and permitted assigns.
 - c) **Jurisdiction.** Your purchase of Product and these terms and conditions shall be governed by, construed, and enforced in accordance with the laws of the State of Texas without regard to its conflicts of laws provisions. Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Such Arbitration shall take place only in Collin or Dallas Counties, State of Texas. There is no recourse beyond the Binding Arbitration mentioned herein and that no civil litigation or action will be brought by either party as a direct result of your purchase or use of Product or these terms and conditions. The non-prevailing party (as exclusively determined by the arbitrator) shall pay all of the prevailing party's arbitration fees, attorneys' fees, costs (including costs of investigation), expert witness fees, and all other related expenses of every kind and nature whatsoever. Notwithstanding the foregoing, we may seek any equitable or injunctive relief in a court having proper jurisdiction to protect our rights under these terms and conditions or to protect any of our proprietary interest or goodwill.
 - d) **Severability.** In the event that any provision of these terms and conditions is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law or any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if these terms and conditions did not contain the particular provisions held to be unenforceable.