

**AGENDA
CITY OF WINDCREST, TEXAS**

**June 4, 2012
7:00 P.M.**

SPECIAL CITY COUNCIL MEETING

NOTICE IS HEREBY GIVEN THAT A BUDGET WORKSHOP AND SPECIAL WINDCREST CITY COUNCIL MEETING WILL BE HELD AT WINDCREST CITY HALL, 8601 MIDCROWN, WINDCREST, TEXAS ON THE 4th DAY OF JUNE, 2012 STARTING AT 7:00 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 JUNE 4, 2012 AND TO RECONVENE THE MEETING ON THE FOLLOWING DAY, JUNE 5, 2012 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

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

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

III. Presentations

1. Melanie Cawthon of RMI will give a presentation regarding the recent Fiesta Especial 2012 events.
2. Pam Dodson, Mayor Pro Tem will give a presentation regarding the Open Meetings Act.
3. Sarah Mangham will give a presentation regarding the upcoming Budget Calendar for FY 2012-2013.
4. City Council will receive an update from Chief Ballew regarding Ordinance 2012-665, a proposed ordinance eliminating 30 MPH speed limit on Eaglecrest, Crestway and Windsor Hill and by adding additional stop signs at Crestway, Eaglecrest, Midcrown and Parkcrest; and Speed Limit Review Committee. *(Mayor Alan Baxter, Rafael Castillo, Jr., City Manager and Chief Al Ballew Request)* (Att. 1)

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

1. City Council will discuss and may take action on Ordinance No. 2012-666, an ordinance amending Chapter 12, Health and Sanitation, of the Code of Ordinances of the City of Windcrest, Texas, by restructuring subchapter 12.800 and by adoption of progressive violation procedures. **Second Reading** *(Councilmember John Gretz and Police Chief Al Ballew Request)* (Att. 2)

V. Resolutions

None

VI. Discuss and Act

1. City Council will discuss and may take action on the Fiscal Year 2012-2013 Budget Calendar. *(Sarah Mangham, Municipal Finance Officer Request) (Att. 3)*
2. City Council will discuss and may take action regarding the appointment/reappointment of Planning and Zoning Commission members. *(Rafael Castillo, Jr., City Manager, Heather Weidenbach, City Secretary and Michael McAlear, Administrative Assistant Request)*
3. City Council will discuss and may take action on a recommendation from Rafael Castillo, City Manager regarding the appointment of an interim alternate city secretary. *(Rafael Castillo, Jr., City Manager Request)*
4. City Council will discuss and may take action on the July 4th ceremonies sponsored by the City of Windcrest and American Legion Post #612. *(Mayor Alan Baxter Request)*

VII. General Announcement and Future Agenda Items

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 Notice

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 June 4, 2012.

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 Heather Weidenbach, 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 ____ June, 2012.

Title: _____

Proposal No. PSR12-060-00

May 31, 2012

Al Ballew
Chief of Police
Windcrest Police Department
8601 Midcrown
Windcrest, TX 78239

**RE: Windcrest Traffic Calming Ordinance Review
Proposal and Request for Authorization**

Dear Mr. Ballew:

In accordance with your request, **Raba Kistner Facilities, Inc. (RKFI)** is pleased to submit this proposal for providing professional traffic ordinance review services to the Windcrest Police Department (Client) for the referenced project. The purpose of this document is to describe the services that **RKFI** will perform in accordance with the work scope outlined below.

Project Description

It is our understanding that the Client requires an engineering review and opinions of the proposed City of Windcrest ordinance to reduce the speed limit on Eaglecrest Blvd, Crestway Rd, and Windsor Hill to 20 MPH and add stop signs at locations on Crestway Rd, Eaglecrest Blvd, Parkcrest Dr, and Midcrown Dr. It is our understanding that the ultimate goal of the speed limit reduction and additional stop signs is to increase speed limit compliance and reduce overall speeding for traffic passing through the City.

Scope of Work

To provide the Client letter reviewing the proposed ordinance, **RKFI** proposes to perform the following services:

- Review available existing traffic counts and speed data along Eaglecrest Blvd, Crestway Rd, and Windsor Hill and connecting streets
- Review existing street design and layouts
- Identify and review existing stop sign locations near the proposed stop sign locations
- Meet with Client to review draft letter
- Provide a letter, signed and sealed by a **RKFI** professional engineer providing:
 - Review of proposed speed limit reduction,
 - Review of proposed stop sign locations,
 - Discussion of other possible traffic calming options, and
 - Opinions and recommendations related to each.

Project Schedule

We are able to begin working on this project within one (1) working day of receiving written authorization to proceed. Upon receipt of available existing traffic counts and speed data, **RKFI** anticipates issuing a draft letter within three (3) to five (5) working days for review by the Client. Upon receipt of Client comments, **RKFI** anticipates issuing a final letter within three (3) to five (5) working days.

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Project Cost

We propose to complete the scope of work for a lump sum fee of **\$4,500**.

If additional effort is required to revise the map per the Clients request, we will contact you to obtain authorization for additional services before proceeding with such services.

Acceptance

We appreciate the opportunity of submitting this proposal and look forward to working with you in the development of this project, which will be carried out in accordance with this letter and the following attachments:

<u>Attachment</u>	<u>Description</u>
I	Standard Terms and Conditions
II	Schedule of Fees

Please return one signed copy of this letter proposal to provide written authorization for our firm to complete work on the services outlined herein. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

RKFI considers the data and information contained in this proposal to be proprietary. This statement of qualifications and any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part of any purpose other than to evaluate this proposal.

Please contact me if you have any questions or concerns regarding this proposal at 210.699.9090 or ahunt@rkci.com.

Very truly yours,

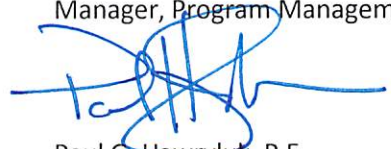
Accepted By:

RABA KISTNER FACILITIES, INC.

(Signature)


Andrew C. Hunt, P.E.
Manager, Program Management

(Typed or Printed Name)


Paul G. Hawryluk, P.E.
Director, Facilities Services

(Title)

(Date)

ACH/PGH/jp

Enclosures: Attachment I & II

Copies Submitted: Email only





STANDARD TERMS AND CONDITIONS

1. **SERVICES.** Raba Kistner, Inc., by and through one of its subsidiaries (Raba Kistner Consultants, Inc., Raba Kistner Environmental, Inc., Raba Kistner Facilities, Inc. or Raba Kistner Infrastructure, Inc.) (the relevant subsidiary, being engaged to provide the services to CLIENT in connection with the delivery of this instrument, is referred to as "RK" herein) is being engaged by the CLIENT to render professional services involving only RK's tests and observation reports, advice, judgment and opinion. RK shall apply professional judgment in determining the extent to which RK complies with any given standard identified in RK's instruments of professional services.
2. **INFORMATION PROVIDED BY CLIENT.** CLIENT may provide or direct RK to utilize or rely upon certain information in the performance of RK's services. RK will not conduct an independent evaluation of the accuracy or completeness of such information and shall not be responsible for any errors or omissions in such information. The CLIENT shall be responsible for providing the location of all underground utilities and other structures in the vicinity of our borings or excavations. RK will not accept responsibility and will not be liable for affecting or damaging any underground utility, underground storage tank, or other subsurface condition not previously identified and located, or improperly located, by the CLIENT, a utility, or a utility locating agency.
3. **SITE ACCESS AND SITE SAFETY.** CLIENT shall provide right-of-entry to the buildings and sites which are the subjects of RK's services. CLIENT represents that it possesses authority for such right-of-entry and that the building/site operator(s) possess the necessary permits and licenses for current activities at the site. RK shall be responsible for supervision and site safety measures of its own employees and subconsultants and shall not be responsible for the supervision or health and safety precautions of any other parties, including CLIENT, CLIENT'S contractors, subcontractors, or other parties present at the site.
4. **SUBSURFACE EXPLORATIONS.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. CLIENT understands RK's layout of boring and test locations is approximate and that RK may deviate a reasonable distance from those locations. RK will take reasonable precautions to reduce damage to the site when performing services; however, CLIENT accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the scope of services.
5. **CHANGED CONDITIONS.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to RK are uncovered or revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, RK may call for renegotiation of appropriate portions of this Agreement. RK shall notify the CLIENT of the changed conditions necessitating renegotiation, and RK and the CLIENT shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If changes cannot be agreed to with respect to changed conditions, the parties shall utilize the Dispute Resolution/Litigation procedures in this Agreement.
6. **TESTING AND OBSERVATIONS.** CLIENT understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. RK will provide test results and opinions based on tests and field observations only for the work tested. CLIENT understands that testing and observation are not continuous or exhaustive, and are conducted to reduce – not eliminate – project risk. CLIENT agrees to the level or amount of testing performed and the associated risk. CLIENT is responsible (even if delegated to contractor) for notifying and scheduling RK so RK can perform these services. RK shall not be responsible for the quality and completeness of contractor's work or their adherence to the project documents, and RK's performance of testing and observation services shall not relieve contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. RK will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.
7. **ESTIMATE OF FEES FOR CONSTRUCTION AND MATERIALS TESTING SERVICES.** If included as part of RK's proposal, RK will, to the best of its ability, perform the scope of services related to Construction and Materials Testing Services within the proposed fee estimate provided by RK. RK's proposal fees are based upon an estimate of the services required to meet the requirements of the project as listed in the specification and following generally accepted engineering practices. The CLIENT recognizes that unforeseen circumstances along with changes in scope and project/contractor's schedules can influence the successful completion of the scope of services within the estimated proposed fees. Because the contractor has sole control over the project and determines the means and methods used to build/construct the project, RK's service fees are estimates and not lump sum or guaranteed maximum fees. The CLIENT is fully responsible for payment of all services provided, including retests of contractor's failed areas.
8. **RIGHT TO RETAIN SUB-CONSULTANTS.** CLIENT acknowledges that while performing the services and work products, situations or circumstances may occur where RK determines that in its judgment the services of sub-consultants may be necessary.
9. **TOXIC AND HAZARDOUS MATERIALS.** CLIENT shall provide RK with all information within CLIENT'S possession or knowledge as to the potential or presence of toxic or hazardous materials or pollutants at the site. CLIENT agrees that RK neither created nor contributed to the creation or existence of any toxic or hazardous materials or pollutants. In no event shall RK be required to sign a hazardous waste manifest or take title to any toxic or hazardous materials or pollutants. If unanticipated toxic or hazardous materials or pollutants are encountered while performing RK's services, RK reserves the right to stop field operations and notify the CLIENT and CLIENT assumes responsibility to notify appropriate regulatory agencies. RK and CLIENT must mutually agree to remobilize.
10. **NO THIRD-PARTY BENEFICIARIES.** The services and any report prepared under this Agreement are for the sole benefit and sole use of CLIENT and are not for the use of any other party or person. Only CLIENT may rely upon the services and any report or work product. Nothing in this Agreement, or any subsequent amendments or modifications, or in any report issued under this Agreement, shall create a contractual relationship with or a cause of action in the favor of any third party against either RK or CLIENT.



11. **LEED PROJECTS.** Unless specifically addressed elsewhere in this agreement, RK has no responsibility or liability, including duty to defend or duty to indemnify, any party (including but not limited to CLIENT, owner, owner's agents, architects, engineers, contractors, construction managers, subcontractors) for the LEED certification process including: developing, producing, or retaining any documentation relating to the calculation of LEED points; and attainment of LEED certification points or LEED ratings.
12. **STANDARD OF CARE.** RK shall perform its professional services in accordance with the standard of care and diligence normally practiced by recognized professional firms in performing services of a similar nature, in the same locality, under similar circumstances. CLIENT expressly acknowledges that RK makes no other warranties or guarantees, expressed or implied, regarding its professional services or its work products.
13. **LIMITATION OF LIABILITY.** To the greatest extent permitted by law, CLIENT'S sole remedy against RK for claims and liabilities in any way arising out of or directly or indirectly related to the error, omission, or other professional negligence of RK's work for CLIENT will not exceed an aggregate limit of \$100,000 or the amount of RK's fee, whichever is greater for that portion of RK's work found to be defective, regardless of the legal theory which remedy is sought, whether based on negligence [whether sole or concurrent, active or passive], breach of contract, breach of warranty, strict liability or otherwise.
14. **CONSEQUENTIAL DAMAGES.** Neither CLIENT nor RK will be liable to the other for any special, consequential, incidental or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, or inventory, or for use charges, cost of capital, or claims of the other party and/or its customers.
15. **SUSPENSION OF SERVICES.** If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, RK may suspend performance of services upon seven (7) calendar days' notice to the CLIENT. RK shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension. Upon payment in full by the CLIENT, RK may resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for RK to resume performance. Payment of invoices shall not be subject to any discounts or set-offs by the CLIENT unless agreed to in writing by RK. Payment to RK for services rendered and expenses incurred will be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.
16. **INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, RK AGREES TO INDEMNIFY AND HOLD THE CLIENT HARMLESS FROM AND AGAINST LIABILITIES, DAMAGES AND COSTS TO THE EXTENT CAUSED BY RK'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT AND TO THE EXTENT THAT RK IS RESPONSIBLE FOR THE LIABILITIES, DAMAGES AND COSTS ON A COMPARATIVE BASIS OF FAULT AND RESPONSIBILITY BETWEEN RK AND THE CLIENT. NEITHER CLIENT NOR RK IS RESPONSIBLE FOR DAMAGES OR LIABILITIES CAUSED BY THE NEGLIGENCE OF THE OTHER PARTY. IN NO EVENT SHALL THE INDEMNIFICATION OBLIGATION EXTEND BEYOND THE DATE WHEN THE INSTITUTION OF LEGAL OR EQUITABLE PROCEEDINGS FOR PROFESSIONAL NEGLIGENCE WOULD BE BARRED BY AN APPLICABLE STATUTE OF REPOSE OR STATUTE OF LIMITATIONS. THIS INDEMNIFICATION EXPRESSLY EXCLUDES THE DUTY OF RK TO DEFEND THE CLIENT. HOWEVER, THE ABSENCE OF THE DUTY TO DEFEND SHALL NOT PRECLUDE THE CLIENT FROM SEEKING RECOVERY OF ITS REASONABLE ATTORNEYS' FEES AS PART OF ITS DAMAGES. THE CLIENT AGREES TO LOOK SOLELY TO THE CORPORATE ASSETS, INCLUDING BUT NOT LIMITED TO INSURANCE POLICIES, OF RK, WITH RESPECT TO SATISFACTION OF ANY LIABILITIES THAT MAY**

ARISE OUT OF THE PERFORMANCE OF THIS AGREEMENT. ACCORDINGLY, NO EMPLOYEE, PRINCIPAL, DIRECTOR, OFFICER, PARTNER, OR SHAREHOLDER OF RK SHALL BE SUBJECT TO ANY PERSONAL LIABILITY ARISING OUT OF OR RELATING TO THE PERFORMANCE OF THIS AGREEMENT.

17. **DISPUTE RESOLUTION/LITIGATION.** All claims, disputes, and other controversy between RK and CLIENT arising out of or in any way related to the services provided by RK shall be submitted to mediation, before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to these services and that dispute requires litigation as provided above, the CLIENT assents to personal jurisdiction in the State of RK's principal place of business; the claim will be brought and tried in judicial jurisdiction of the court of the county where RK's principal place of business is located, and CLIENT waives the right to remove action to any other county or jurisdiction; and the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' and expert witness fees, and other claim-related expenses. As a condition precedent to mediation of any claim arising out of the services provided under this Agreement, CLIENT shall obtain the written opinion from a registered, independent, and reputable professional engineer that RK has violated the standard of care applicable to RK's performance of services, in a form that meets the requirements of Texas Civil Practice & Remedies Code Chapter 150.
18. **TERMINATION OF CONTRACT.** CLIENT and RK may terminate services at any time upon ten (10) calendar days' written notice. In the event of termination, CLIENT agrees to fully compensate RK for services performed including reimbursable expenses through the termination date, as well as reasonable demobilization expenses. RK will terminate services without waiving any claims or incurring any liability.
19. **STATUTE OF LIMITATIONS.** Any applicable statute of limitations will commence to run and any cause of action shall be deemed to have accrued not later than the earlier of the following: (1) the date on which RK issues its report under this Agreement; or (2) if RK is retained to perform construction observation, the date of substantial completion of the project.
20. **FORCE MAJEURE.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control ("Force Majeure") including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Force Majeure may not be claimed as a cause for delay in payment of money due and payable hereunder.
21. **NO ASSIGNMENT.** Neither RK nor CLIENT shall assign, sublet, or transfer its interest in this Agreement without the express written consent of the other.
22. **SEVERABILITY.** Each provision of this Agreement is intended to be severable. If any terms or provisions of this agreement shall be held to be invalid, illegal, or unenforceable for any reason whatsoever, the validity, legality, and enforceability of the remaining provisions hereof shall remain in full force and effect and shall not in any way be affected or impaired thereby. Moreover, to the maximum extent allowed by law, the Parties hereto stipulate that any offending provisions will be modified or altered, as necessary, so as to give such provision the maximum permissible effect and application intended.
23. **ENTIRE AGREEMENT.** This Agreement, and all of its attachments, constitutes the entire, integrated Agreement between the Parties to it, and this Agreement supersedes all other Agreements, oral or written between the Parties, concerning the subject set forth in this Agreement. This Agreement may not be amended except in writing, with that amendment being signed by both Parties.





SCHEDULE OF FEES FOR PROFESSIONAL SERVICES

<u>PERSONNEL:</u>	Principal	\$135 to \$250/hour
	Professional	\$70 to \$200/hour
	Auto Cad Operator.....	\$65 to \$110/hour
	Technical/Clerical/Administrative	\$40 to \$80/hour

The specific hourly rate within each classification listed above depends on the experience, special training, and qualifications of the personnel needed for the project. For projects requiring work at any hazardous waste site, there will be a \$10 per hour surcharge added to the normal billing rate for all personnel. Consultants to Raba Kistner (RK) will be charged according to their professional classification.

EXPENSES: Use of company automobiles will be charged at \$1.00 per mile. Automobiles and light trucks assigned to field sites will be charged at \$70.00 per day, plus \$1.00 per mile over 50 miles per day. Copies will be charged at \$0.25 per page.

Other project specific charges for use of RK equipment or for RK testing will be in accordance with established fee schedules. All other project specific, third-party costs will be charged at cost plus 15 percent.

Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1-1/2 percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be PAYMENT added to the appropriate service rate charged. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

Preparation of non-standard invoice will be charged on a time and materials basis in accordance with the rates in this fee schedule.

CONDITIONS: Services will be performed in accordance with our Standard Terms and Conditions.

The proposal to which this schedule is an attachment is valid for 90 days from the date of the proposal.

ORDINANCE NO. 2012-666

**AMENDING CHAPTER 12, HEALTH AND SANITATION,
OF THE CODE OF ORDINANCES OF THE CITY OF
WINDCREST, TEXAS, BY RESTRUCTURING
SUBCHAPTER 12.800 AND BY ADOPTION OF
PROGRESSIVE VIOLATION PROCEDURES.**

WHEREAS, the City Council finds that the public health, safety and welfare would be enhanced by restructuring Subchapter 12.800 and by adoption of progressive violation procedures.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WINDCREST, that Chapter 12, Health and Sanitation, Subchapter 12.800, Nuisances, of the Code of Ordinances is amended by renumbering current Section 12.805 as new Section 12.802, by renumbering current Section 12.802 as new Section 12.803, by renumbering current Section 12.802.1 as new Section 12.803.1, by renumbering current Section 12.802.2 as new Section 12.803.2, by renumbering current Section 12.803 as new Section 12.803.3 and by renumbering current Section 12.804 as new Section 12.803.4.

NOW THEREFORE, BE IT FURTHER ORDAINED BY THE CITY COUNCIL OF THE CITY OF WINDCREST, that Chapter 12, Health and Sanitation, Subchapter 12.800 is amended by repealing current Section 12.802.1, Compliance, and by adopting the following section in its place as new Section 12.803.1:

“12.803.1 COMPLIANCE

The owner, lessee, occupant, or any other person in charge (hereinafter referred to in this Subchapter as “owner”) of any premises located within the City of Windcrest in or on which there is a nuisance, shall, as soon as its presence comes to his knowledge, proceed at once and continue to abate the said nuisance. Failure of an owner to abate and continue to abate any of said nuisances shall be subject to the remedies provided in Section 12.803, at the discretion of the City.”

NOW THEREFORE, BE IT FURTHER ORDAINED BY THE CITY COUNCIL OF THE CITY OF WINDCREST, that Chapter 12, Health and Sanitation, Subchapter 12.800 is amended by repealing current Section 12.802.2, Duty of the City Administrator, and by adopting the following section in its place as new Section 12.803.2:

“12.803.2 DUTY OF THE CITY MANAGER

Whenever the City Manager or City Official designated by the City Manager, of the City of Windcrest learns of any nuisance as defined in this Subchapter, written notice of such nuisance shall be sent to the owner of such property notifying the owner of the existence of such

nuisance and directing him to immediately abate such nuisance. Said notice shall also state that if the nuisance is not abated within seven (7) calendar days of notice to do so, the City may at once cause the same to be done and charge the cost and expense to the owner of such property and fix the lien therefore on such property as provided by this Subchapter.”

NOW THEREFORE, BE IT FURTHER ORDAINED BY THE CITY COUNCIL OF THE CITY OF WINDCREST, that Chapter 12, Health and Sanitation, Subchapter 12.800 is amended by repealing current Section 12.804, Authority for Abatement and Lien, and by adopting the following section in its place as new Section 12.803.4:

“12.803.4 AUTHORITY FOR ABATEMENT AND LIEN

In the event the owner refuses or fails to abate such nuisance within seven (7) calendar days after notice to do so, the City, on the eighth (8th) day, may do such work or cause same to be done, and assess the cost thereof against the property upon which such expense is incurred. If the work is done by the City following the procedure outlined in this Section, the Mayor or City Official designated by the Mayor, shall make out and certify a statement of the cost of doing such work, and shall file such statement with the Bexar County Clerk. Thereupon, the City shall have a lien on such lot for the amount expended by the City, together with interest at the rate of ten percent (10%) per annum from the date of the payment of such expense by the City. Such lien shall be inferior only to tax liens and liens for street improvements. (Ord. No. 86, 4/13/70).”

NOW THEREFORE, BE IT FURTHER ORDAINED BY THE CITY COUNCIL OF THE CITY OF WINDCREST, that Chapter 12, Health and Sanitation, Subchapter 12.800 is amended by adopting the following Section 12.803.5:

“12.803.5 WARNINGS AND CITATIONS IN ADDITION TO NOTICE TO ABATE NUISANCE

In addition to the notice to abate nuisance authorized in Section 12.803.4, the first time an owner of property is in violation of Subchapter 12.800 within a calendar year, the owner will be issued a written violation warning notice with a request for abatement of such nuisance within five (5) calendar days. In the event an owner, after receiving a written violation warning notice fails to abate such nuisance within five (5) calendar days, the owner will be issued a misdemeanor citation (court summons) on the 6th day for the violation. The owner must abate the nuisance immediately. On the seventh (7th) day following a written violation warning notice, if the owner has failed to abate such nuisance, the owner will be issued another misdemeanor citation (court summons) for violation. On the eighth (8th) day following a written violation warning notice, if the owner has failed to abate such nuisance, the City of Windcrest Public Works Department or designated contractor will abate such nuisance and the Mayor will make out and certify a statement of the cost of doing such work, and shall file such statement with the Bexar County Clerk. Thereupon, the City shall have a lien on such property for the amount

expended by the City, together with interest at the rate of ten percent (10%) per annum from the date of the payment of such expense by the City. Such lien shall be inferior only to tax liens and liens for street improvements.”

NOW THEREFORE, BE IT FURTHER ORDAINED BY THE CITY COUNCIL OF THE CITY OF WINDCREST, that Chapter 12, Health and Sanitation, Subchapter 12.800 is amended by adopting the following Section 12.803.6:

“Sec. 12.803.6 CITATIONS IN ADDITION TO NOTICE TO ABATE NUISANCE FOR REPEAT OFFENDERS

An owner of property found to be in violation of Subchapter 12.800 for the second and subsequent additional times within the same calendar year after having committed the same offense the first time, will be issued a misdemeanor citation (court summons) for the violation immediately without the issuance of a five (5) day written violation warning notice to abate. The owner must abate the nuisance immediately. If the owner fails to abate such nuisance after being issued the first misdemeanor citation (court summons), the owner is subject to being issued additional misdemeanor citations (court summons) on each day following the first (1st) citation until the nuisance has been abated. On the eighth (8th) day following the first (1st) citation being issued, if the owner has failed to abate such nuisance, the City of Windcrest Public Works Department or designated contractor, will abate such nuisance, and the Mayor will make out and certify a statement of the cost of doing such work, and shall file such statement with the Bexar County Clerk. Thereupon, the City shall have a lien on such lot for the amount expended by the City, together with interest at the rate of ten percent (10%) per annum from the date of the payment of such expense by the City. Such lien shall be inferior only to tax liens and liens for street improvements.”

This Ordinance shall take effect 5 days from the date of its publication.

PASSED AND APPROVED this ____ day of _____, 2012

ALAN E.BAXTER, Mayor

ATTEST:

HEATHER WEIDENBACH, City Secretary

APPROVED AS TO FORM:

MICHAEL S. BRENAN, City Attorney

Tentative Budget and Tax Calendar FY 2012 ~ 2013

Date	Event	Requirement / Action
05/04/2012	Regular Council Meeting - Workshop	Presentation of mid-year budget report to Council
4/27/12	Budget Packets to Departments Z://cityhall/budgets 2012-13	Computer printouts & budget request forms distributed to departments
5/25/2012	Budget Packets to Finance	Departments return completed budget request forms to Finance
5/25/12 to 6/28/12	Budget Preparation	City Manager & staff review requests; department heads meet w/City Manager; staff prepares draft budget
7/16/12	Regular Council Meeting Budget Presentation	Proposed Budget presented to City Council by the City Manager and Municipal Finance Officer
8/8/12 to 8/10/12	Calculate estimated Tax Rates / collections Council Meeting on Budget	General Fund, EDC Budget, Discuss Tax Rate, call for Public Hearing on the Budget & Tax Rates, Set Proposed Tax Rate
8/20/12	Regular Council Meeting Budget Discussion	Public Hearings Tax Rate & Budget
August (end of month to ensure we can adopt rates and budgets on 9/17/12) Second Reading	Newspapers Notices	Publish "Notice of Public Hearing on Tax Rate" if required.
FIRST Meeting in Sept	Council Meeting –	Public Hearing on Budget, Tax Rates, Fees, First reading of the budget
To be Determined	Special Council Meeting	Hold for possible hearings on Tax Rates
9/17/2012	Regular Council Meeting	Adopt tax rate, fee schedule, and budget