

City of Windcrest



AGENDA

CITY COUNCIL MEETING May 2, 2022

CITY COUNCIL CHAMBERS @ 8601 MIDCROWN

CCM @ 6 P.M.

NOTICE IS HEREBY GIVEN THAT THE CITY OF WINDCREST CITY COUNCIL MEETING WILL BE HELD AT WINDCREST CITY HALL LOCATED AT 8601 MIDCROWN, WINDCREST, TEXAS ON THE 2nd DAY OF MAY 2022, STARTING AT 6:00 P.M.

THE CITY COUNCIL RESERVES THE OPTION TO RECESS THE MEETING DURING THE EVENING OF MAY 2, 2022, AND TO RECONVENE THE MEETING ON THE FOLLOWING DAY, MAY 3, 2022 AT 9:00 A.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. PLEDGE OF ALLEGIANCE AND INVOCATION

IV. CITIZENS TO BE HEARD/CITIZEN PARTICIPATION

- Citizens may address the City Council on topics not on the agenda for no more than three (3) minutes.
- Citizens shall also have the opportunity to address the City Council 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.

**THE FOLLOWING ITEMS MAY BE CONSIDERED AT ANY TIME DURING THE
REGULAR COUNCIL MEETING:**

V. PRESENTATION

- a) City Council will receive and presentation from a representative from the Bexar Appraisal District and have discussion on the 2022 property appraisal protest process and homestead exemption.

VI. ORDINANCE

- a) City Council will review, discuss, and may act on Ordinance 2022-012(O), an ordinance amending Chapter 24, Article IV, Minors. [Joan Pedrotti, Mayor Pro Tempore] 1st Reading

VII. RESOLUTION

- a) City Council will review, discuss, and may act on Resolution 2022-517(R), a resolution appointing member to various City Board and Commission. [Rafael Castillo, Jr., City Manager]

VIII. DISCUSSION & ACTION

- a) City Council will review, discuss, and may act on the insurance agent of record for Fiscal Year 2022-2023. [Rafael Castillo, Jr., City Manager]
- b) City Council will review, discuss, and may act on green space maintenance contract for Fiscal Year 2022-2023. [Rafael Castillo, Jr., City Manager]
- c) City Council will review, discuss, and may act on a janitorial contract for City Hall for Fiscal Year 2022-2023. [Rafael Castillo, Jr., City Manager]
- d) City Council will review discuss and may act on proposed amendments to the Windcrest Volunteer Fire Association contract. [Rafael Castillo, Jr., City Manager]
- e) City Council will review, discuss and may act on a Fiscal Year 2022-2023 Budget Work Session dates for the month of July. [Rafael Castillo, Jr., City Manager]
- f) City Council will receive an update on the City of Windcrest launching page. [Rafael Castillo, Jr., City Manager]

IX. EXECUTIVE SESSION

The City Council of the City of Windcrest reserves the right to adjourn into executive session at any time during course of the meeting to discuss any matter listed below:

- i. Discussion regarding legal issues associated with Goodwill Industries (consultation with City Attorney; Tex. Gov't Code §551.071)
- ii. Discussion regarding legal issues associated with Allied Waste (Republic) contract (consultation with City Attorney; Tex. Gov't Code §551.071)
- iii. Discussion regarding legal and enforcement issues associated with Main Street Properties – Walzem LLC BCAD # 1038555 & 1038556 (Consultation with City Attorney; Tex. Gov't Code §551.071)
- iv. Discussion regarding economic development opportunity (Tex. Gov't Code §551.087) and real property franchise agreement (Tex. Gov't Code §551.072) proposal.

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X. CITY MANAGER'S REPORT**XI. GENERAL ANNOUNCEMENTS & FUTURE AGENDA ITEMS REQUESTED**

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

XII. ADJOURNMENT

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 City Council may vote and/or act upon any item within this Agenda. The Council reserves the right to retire into executive session concerning any of the items listed on this Agenda, pursuant to and in accordance with Texas Government Code § 551.072 (Deliberations about Real Property); § 551.073 (Deliberations about Gifts & Donations); § 551.076 (Deliberations about Security Devices); §551.087 (Economic Development); §551.074 (Personnel Matters) 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.*

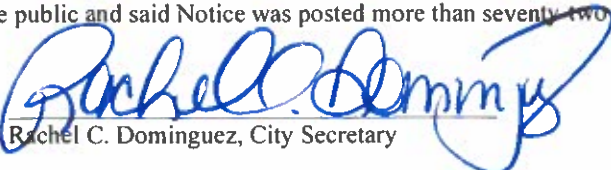
EXECUTIVE SESSIONS APPROVED BY CITY ATTORNEY: *This agenda has been reviewed and approved by the City's legal counsel and the presence of any subject in any Executive Session portion of the agenda constitutes a written interpretation of Texas Government Code Chapter 551 by legal counsel for the body 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 other city boards, commissions and committees may attend the meeting in numbers that may constitute a quorum of such other city boards, commissions and committees, so that notice is hereby given that the meeting is also a meeting of the other city boards, commissions and committees whose members are in attendance. The members of the other city boards, commissions and committees may participate in discussions which occur at the meeting, but no action will be taken by the other boards, commissions and committees whose members are in attendance.

I, 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 (72) hours prior to the meeting on May 2, 2022.

BY:


Rachel C. Dominguez, City Secretary

ORDINANCE NO. 2022-012(O)

AN ORDINANCE AMENDING CHAPTER 24, OFFENSES AND MISCELLANEOUS PROVISIONS, ARTICLE IV, MINORS, BY REPEALING EXISTING ARTICLE IV AND ADOPTING A NEW ARTICLE IV, AND PROVIDING FOR A PENALTY

WHEREAS, The City Council has previously enacted regulations regarding curfews for minors in order to encourage attendance in school, being home during late hours, and generally lawful behavior; and

WHEREAS, the City Council finds that it would be in the public interest to update the penalty provision of the existing curfew ordinance to shift the focus from monetary punishment to proactive community-based correction; and

WHEREAS, the City Council finds that the health, safety, morals, convenience and general welfare of the city would be enhanced by re-adoption of Article IV of Chapter 24 of the City's Code of Ordinances.

WHEREAS, the City Council recognizes that the curfew ordinance will expire on May 16, 2022 and believes re-adoption of the curfew ordinance would be beneficial for the City of Windcrest.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WINDCREST, TEXAS that Article IV of Chapter 24 of the Code of Ordinances is hereby amended as follows:

"ARTICLE IV. - MINORS

Sec. 24-89. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Emergency includes, but is not limited to, fire, natural disaster, an automobile accident, or obtaining immediate medical care for another person.

Minor means any person under 17 years of age.

Parent means a person who is the natural or adoptive parent of a person. As used herein, the term "parent" also includes a court appointed guardian or other person 18 years of age or older authorized by a court order to have the care and custody of a minor.

Public place means any place to which the public or a substantial group of the public has access and includes, but is not limited to, streets, highways, and the common areas of schools, hospitals, apartments, houses, office buildings, transport facilities and shops.

Sec. 24-90. - Offenses.

- (a) It shall be unlawful for any minor to purposefully remain, walk, run, stand, drive, or ride about in or upon any public place in the city between the hours of 12:00 midnight and 6:00 a.m.
- (b) It shall be unlawful for any minor to purposefully remain, walk, run, stand, drive or ride about in or upon any public place in the city between the hours of 9:00 a.m. and 2:30 p.m. on a Monday, Tuesday, Wednesday, Thursday or Friday while school is in session.
- ~~(c) It shall be unlawful for the parent having legal custody of a minor to knowingly allow or permit the minor to be in violation of the curfew imposed in subsections (a) and (b) of this section.~~

Sec. 24-91. - Defenses.

It is a defense to prosecution under section 24-90 that:

- (1) The minor was accompanied by his parent;
- (2) The minor was on an emergency errand;
- (3) The minor was attending a school, government sponsored, or religious activity or was going to or coming from a school, religious or government sponsored activity without detour or stop;
- (4) The minor was engaged in a lawful employment activity or was going directly to or was coming directly from a lawful employment without detour or stop;
- (5) The minor was on the sidewalk of the place where such minor resided or on the sidewalk of a place where the minor has permission from his parent to be or on the sidewalk of a next-door neighbor not communicating an objection to the police officer;
- (6) The minor was upon an errand directed by his parent;
- (7) The minor was in a motor vehicle involved in intrastate or interstate transportation or transportation for which passage through the curfew area is the most direct route;
- (8) The minor was exercising rights protected by the United States or Texas Constitution;
- (9) The minor is married or the minor has his disabilities of minority removed pursuant to V.T.C.A., Family Code Ch.31.
- (10) The minor is being home schooled between the hours of 9:00 a.m. and 2:30 p.m.

Sec. 24-92. - Penalties.

- (a) Any minor violating the provisions of this article shall be liable for said violation. Any licensed peace officer employed by the City of Windcrest Police Department who finds a minor in violation of this article may issue a written notice to the minor of their liability. The officer shall collect the minor's identifying information, including name, address, phone number, and name(s) of the minor's parent(s) or guardian(s). The officer shall then file a written application for a hearing with the City of Windcrest Municipal Court.
- (b) The municipal court, upon receipt of the application, shall then cause the minor's parent(s) or guardian(s) and the applicant licensed peace officer to be served with notice of the hearing via regular and certified mail, return receipt requested. The municipal court shall set a hearing within

fifteen (15) business days after mailing notice of the hearing to the minor's parent(s) or guardian(s) and applicant licensed peace officer. In addition to the applicant licensed peace officer, the minor, and the minor's parent(s) or guardian(s), the city attorney or assistant city attorney for the City of Windcrest may appear and participate on behalf of the City of Windcrest.

(c) During the hearing, the municipal court judge will make a determination as to whether the minor violated a provision of this article. Upon a finding that the minor did violate a provision of this article, the City of Windcrest Municipal Court judge shall order the minor to perform community service and any other requirements under state law.

(1) The judge's order must contain the number of community service hours the minor is required to perform and the date by which the minor must submit to the court documentation verifying the completion of the minor's community service.

(2) The judge may order the minor to perform community service by attending:

- (i) a work or job skills training program;
- (ii) a preparatory class for the high school equivalency examination administered under Section 7.11, Texas Education Code;
- (iii) an alcohol or drug abuse program;
- (iv) a rehabilitation program;
- (v) a mentoring program;
- (vi) a tutoring program; or
- (vii) any similar activity.

(3) for:

- (i) a governmental entity;
- (ii) a nonprofit organization or another organization that provides services to the general public that enhance social welfare and the general well-being of the community; or
- (iii) an educational institution.

(4) An entity that accepts a minor under this section to perform community service must agree to supervise, either on-site or remotely, the minor in the performance of the minor's community service and provide a report to the minor reflecting the minor's community service to be submitted to the municipal court judge.

(5) A minor is considered to have discharged not less than one hundred dollars (\$100.00) of fines or court costs for each eight (8) hours of community service performed.

(6) Any entity that accepts a minor under this section to perform community service is not liable for damages arising from an act or failure to act in connection with community service performed by a minor under this section if the act or failure to act:

- (i) Was performed pursuant to a court order; and
- (ii) Was not intentional, grossly negligent, or performed with conscious indifference or reckless disregard for the safety of others.

(d) Notwithstanding the above penalty, a licensed peace officer who encounters a minor found to be in violation of this article may, in the alternative, return the minor to their residence or school without issuing a written notice or filing an application for hearing with the City of Windcrest Municipal Court.

guilty of a Class C misdemeanor as defined in the Texas Penal Code and shall be dealt with in accordance with the provisions of V.T.C.A., Family Code title 3.

~~(e) — A parent of a minor violating this article shall be punished as provided in section 1-5.~~

This ordinance will expire on **May 16, 2027.**

DULY PASSED ON FIRST READING, on the ____ day of May, 2022 at a regular meeting of the City Council of the City of Windcrest, Texas, which was held in compliance with the Open Meetings Act, Gov't. Code §551.001, et. Seq. at which meeting a quorum was present and voting.

DULY PASSED AND APPROVED, on the ____ day of May, 2022 at a regular meeting of the City Council of the City of Windcrest, Texas, which was held in compliance with the Open Meetings Act, Gov't. Code §551.001, et. Seq. at which meeting a quorum was present and voting.

CITY OF WINDCREST, TEXAS

Dan Reese, Mayor

ATTEST:

Rachel C. Dominguez, City Secretary

APPROVED:

Ryan S. Henry, City Attorney



Request for Council Action

DEPARTMENT: Finance

REQUESTOR: Natalia Witmer

DEPARTMENT HEAD: Natalia Witmer

IMPACTED DEPARTMENT/'S: (if applicable): All departments.

SUBJECT: Insurance Agent of Record

BACKGROUND INFORMATION:

In 2019 the City of Windcrest, Texas invited brokers and agents to submit applications or proposals to provide insurance and benefit services to the City according to the requirements of Request for Qualifications to select Broker/Agent for Group Life/Health Insurance and other employee benefits 2019-001.

The RFQ was open on December 27, 2019. It was posted on the website and advertised in the local newspaper on December 9 and 14, 2019. We received information from the 4 businesses below.

- Brown and Brown insurance
- Gallagher benefit services
- Hub International Texas
- SA benefit services

The City Council appointed Brown and Brown as an Insurance Agent of Record for the City to provide insurance and benefit services for a period of 2 years, beginning July 01, 2020 and ending June 30, 2022, and continue annually until the City decides to change at its own discretion.

ALTERNATIVES:

- City Council will extend the contract with Brown and Brown Insurance and benefit services for a period of 1 year, beginning July 01, 2022 and ending June 30, 2023
- City Council will not extend the contract with Brown and Brown Insurance and directs city staff to advertise for RFP/RFQ.

FISCAL IMPACT:

No monetary impact.

RECOMMENDATION:

City staff recommends extending the Brown and Brown as an Insurance Agent of Record for the City to provide insurance and benefit services for a period of 1 year, beginning July 01, 2022 and ending June 30, 2023, and continue annually until the City decides to change at its own discretion.



Request for Council Action

DEPARTMENT: Finance

REQUESTOR:

DEPARTMENT HEAD: Natalia Witmer

IMPACTED DEPARTMENT/'S: (if applicable):

SUBJECT: Green Space Maintenance

BACKGROUND INFORMATION:

On July 6, 2021, the City of Windcrest went out for bids for Green Space Maintenance. RFP-20-21-003 was advertised in the Herald on 7/29/2021 and 8/05/2021 as well as the City of Windcrest website. On the closing date of 8/16/2021 10:00 AM 1 sealed proposal was received, opened and read out loud. Which was:

1. Cutrite LLC – see the attached tabulation and pricing.

After review, the City Council was not comfortable to make a decision and award the Green Space Maintenance contract based on one received proposal. City Council decided to continue working with the Clean Scapes on a month-to-month basis and revisit their contract in 2022.

ALTERNATIVES:

-Continuing working with Clean Scapes on a month-to-month basis and revisit their contract in 2023.

-City Council will not work with Clean Scapes on a month-to-month basis and directs city staff to advertise for RFP.

FISCAL IMPACT:

Funding will be provided from the General Fund Contract maintenance - green belt line item (01-506-250).

RECOMMENDATION:

Staff were satisfied with the work performed by the Clean Scapes for the past 4 years. Due to the economic uncertainties, we recommend continuing working with Clean Scapes on a month-to-month basis and revisit their contract in 2023.

Green Space Maintenance Tabulation (RFP 20-21-003) and Previous Cost

LOCATION		ACREAGE	BIDDER	MAR-SEPT. MOWING CYCLE COST (DAYS)				OCT. – FEB. MOWING CYCLE COST (DAYS)			
ID	AREA A			7	10	14		15	30	45	
1	Windy Hollow	9.44	Cutrite LLC 2021	\$ 802.40	\$ 896.80	\$ 991.20	\$ 991.20	\$ 991.20	\$ 1,139.88	\$ 1,310.86	
			Clean Scapes LP 2021	\$ 531.76	\$ 557.86	\$ 579.55	\$ 579.55	\$ 579.55	\$ 612.78	\$ 701.45	
			Clean Scapes LP 2017	\$ 430.23	\$ 451.34	\$ 468.89	\$ 468.89	\$ 468.89	\$ 495.78	\$ 567.52	
			Clean Scapes LP 2019	\$ 443.14	\$ 464.88	\$ 482.96	\$ 482.96	\$ 482.96	\$ 510.65	\$ 584.55	
2	Autumn Sunset Pond	18.71	Cutrite LLC 2021	\$ 1,590.35	\$ 177.45	\$ 1,964.55	\$ 1,964.55	\$ 1,964.55	\$ 2,259.23	\$ 2,548.12	
			Clean Scapes LP 2021	\$ 1,081.80	\$ 1,110.71	\$ 1,146.19	\$ 1,146.19	\$ 1,146.19	\$ 1,206.18	\$ 1,325.61	
			Clean Scapes LP 2017	\$ 875.24	\$ 898.63	\$ 927.34	\$ 927.34	\$ 927.34	\$ 975.87	\$ 1,072.50	
			Clean Scapes LP 2019	\$ 901.50	\$ 925.59	\$ 955.16	\$ 955.16	\$ 955.16	\$ 1,005.15	\$ 1,104.68	
6	Crestwind Ditch and Park	2.1	Cutrite LLC 2021	\$ 252.00	\$ 262.00	\$ 273.00	\$ 273.00	\$ 273.00	\$ 313.95	\$ 361.04	
			Clean Scapes LP 2021	\$ 116.43	\$ 133.90	\$ 148.13	\$ 148.13	\$ 148.13	\$ 171.19	\$ 220.32	
			Clean Scapes LP 2017	\$ 94.20	\$ 108.33	\$ 119.85	\$ 119.85	\$ 119.85	\$ 138.50	\$ 178.25	
			Clean Scapes LP 2019	\$ 97.03	\$ 111.58	\$ 123.45	\$ 123.45	\$ 123.45	\$ 142.66	\$ 183.60	
3	Brook Falls Pond #1	11.64	Cutrite LLC 2021	\$ 989.40	\$ 1,105.80	\$ 1,222.20	\$ 1,222.20	\$ 1,222.20	\$ 1,405.57	\$ 1,616.36	
			Clean Scapes LP 2021	\$ 670.69	\$ 696.13	\$ 723.37	\$ 723.37	\$ 723.37	\$ 771.26	\$ 843.57	
			Clean Scapes LP 2017	\$ 542.63	\$ 563.21	\$ 585.25	\$ 585.25	\$ 585.25	\$ 624.00	\$ 682.50	
			Clean Scapes LP 2019	\$ 558.91	\$ 580.11	\$ 602.81	\$ 602.81	\$ 602.81	\$ 642.72	\$ 702.98	
3	Brook Falls Pond #2	2.83	Cutrite LLC 2021	\$ 240.55	\$ 268.85	\$ 297.15	\$ 297.15	\$ 297.15	\$ 345.72	\$ 392.98	
			Clean Scapes LP 2021	\$ 162.84	\$ 176.93	\$ 195.34	\$ 195.34	\$ 195.34	\$ 224.95	\$ 251.49	
			Clean Scapes LP 2017	\$ 131.75	\$ 143.15	\$ 158.04	\$ 158.04	\$ 158.04	\$ 182.00	\$ 203.47	
			Clean Scapes LP 2019	\$ 135.70	\$ 147.44	\$ 162.78	\$ 162.78	\$ 162.78	\$ 187.46	\$ 209.57	
3	Brook Falls Pond #3	0.99	Cutrite LLC 2021	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 172.50	\$ 198.38	
			Clean Scapes LP 2021	\$ 58.13	\$ 66.27	\$ 73.93	\$ 73.93	\$ 73.93	\$ 90.50	\$ 106.62	
			Clean Scapes LP 2017	\$ 47.03	\$ 53.62	\$ 59.81	\$ 59.81	\$ 59.81	\$ 73.22	\$ 86.26	
			Clean Scapes LP 2019	\$ 48.44	\$ 55.23	\$ 61.60	\$ 61.60	\$ 61.60	\$ 75.42	\$ 88.85	
	Total	45.71	Cutrite LLC 2021	\$ 4,024.70	\$ 2,860.90	\$ 4,898.10	\$ 4,898.10	\$ 4,898.10	\$ 5,636.85	\$ 6,427.74	
			Clean Scapes LP 2021	\$ 2,621.65	\$ 2,741.80	\$ 2,866.51	\$ 2,866.51	\$ 2,866.51	\$ 3,076.86	\$ 3,449.06	
			Clean Scapes LP 2017	\$ 2,121.08	\$ 2,218.28	\$ 2,319.18	\$ 2,319.18	\$ 2,319.18	\$ 2,489.37	\$ 2,790.50	
			Clean Scapes LP 2019	\$ 2,184.72	\$ 2,284.83	\$ 2,388.76	\$ 2,388.76	\$ 2,388.76	\$ 2,564.06	\$ 2,874.23	
	AREA B			10	15	25		30	45	60	
4	DAHELER DITCH	2.88	Cutrite LLC 2021	\$ 273.60	\$ 314.64	\$ 393.30	\$ 393.30	\$ 393.30	\$ 452.30	\$ 520.44	
			Clean Scapes LP 2021	\$ 180.77	\$ 194.42	\$ 231.88	\$ 231.88	\$ 231.88	\$ 249.18	\$ 282.12	
			Clean Scapes LP 2017	\$ 146.25	\$ 157.30	\$ 173.04	\$ 173.04	\$ 173.04	\$ 201.60	\$ 228.25	
			Clean Scapes LP 2019	\$ 150.64	\$ 162.02	\$ 178.23	\$ 178.23	\$ 178.23	\$ 207.65	\$ 235.10	
5	WINDSOR HILL/ SUBWAY DRAINAGE EASMENT	1.65	Cutrite LLC 2021	\$ 185.00	\$ 212.75	\$ 393.30	\$ 393.30	\$ 393.30	\$ 452.30	\$ 520.44	
			Clean Scapes LP 2021	\$ 103.79	\$ 111.39	\$ 120.56	\$ 120.56	\$ 120.56	\$ 155.32	\$ 178.00	
			Clean Scapes LP 2017	\$ 83.97	\$ 90.12	\$ 97.54	\$ 97.54	\$ 97.54	\$ 125.66	\$ 144.01	
			Clean Scapes LP 2019	\$ 86.49	\$ 92.82	\$ 100.47	\$ 100.47	\$ 100.47	\$ 129.43	\$ 148.33	
5	WINDSOR HILL/ WINDWAY DRAINAGE EASMENT	5.12	Cutrite LLC 2021	\$ 486.40	\$ 559.36	\$ 699.20	\$ 699.20	\$ 699.20	\$ 804.08	\$ 924.69	
			Clean Scapes LP 2021	\$ 321.50	\$ 352.66	\$ 373.26	\$ 373.26	\$ 373.26	\$ 440.28	\$ 497.40	
			Clean Scapes LP 2017	\$ 260.11	\$ 285.32	\$ 301.99	\$ 301.99	\$ 301.99	\$ 356.21	\$ 402.43	
			Clean Scapes LP 2019	\$ 267.91	\$ 293.88	\$ 311.05	\$ 311.05	\$ 311.05	\$ 366.90	\$ 414.50	
5	WINDSOR HILL/ MIDCROWN DRAINAGE EASMENT	7.11	Cutrite LLC 2021	\$ 675.45	\$ 776.77	\$ 970.96	\$ 970.96	\$ 970.96	\$ 1,116.60	\$ 1,284.08	
			Clean Scapes LP 2021	\$ 445.17	\$ 462.55	\$ 489.72	\$ 489.72	\$ 489.72	\$ 591.20	\$ 649.57	
			Clean Scapes LP 2017	\$ 360.17	\$ 374.23	\$ 396.21	\$ 396.21	\$ 396.21	\$ 478.32	\$ 525.54	
			Clean Scapes LP 2019	\$ 370.98	\$ 385.46	\$ 408.10	\$ 408.10	\$ 408.10	\$ 492.67	\$ 541.34	
	TOTAL	16.76	Cutrite LLC 2021	\$ 1,620.45	\$ 1,863.52	\$ 2,456.76	\$ 2,456.76	\$ 2,456.76	\$ 2,825.28	\$ 3,249.65	
			Clean Scapes LP 2021	\$ 1,051.23	\$ 1,121.02	\$ 1,297.42	\$ 1,297.42	\$ 1,297.42	\$ 1,435.98	\$ 1,607.09	
			Clean Scapes LP 2017	\$ 850.50	\$ 906.97	\$ 968.78	\$ 968.78	\$ 968.78	\$ 1,161.79	\$ 1,300.23	
			Clean Scapes LP 2019	\$ 876.02	\$ 934.18	\$ 997.85	\$ 997.85	\$ 997.85	\$ 1,196.65	\$ 1,339.27	
	TOTAL	62.47	Cutrite LLC 2021	\$ 5,645.15	\$ 4,724.42	\$ 7,354.86	\$ 7,354.86	\$ 7,354.86	\$ 8,462.13	\$ 9,677.39	
			Clean Scapes LP 2021	\$ 3,672.88	\$ 3,862.82	\$ 4,163.93	\$ 4,163.93	\$ 4,163.93	\$ 4,512.84	\$ 5,056.15	
			Clean Scapes LP 2017	\$ 2,971.58	\$ 3,125.25	\$ 3,287.96	\$ 3,287.96	\$ 3,287.96	\$ 3,651.16	\$ 4,090.73	
			Clean Scapes LP 2019	\$ 3,060.74	\$ 3,219.01	\$ 3,386.61	\$ 3,386.61	\$ 3,386.61	\$ 3,760.71	\$ 4,213.50	



Request for Council Action

DEPARTMENT: Finance

REQUESTOR: Natalia Witmer

DEPARTMENT HEAD: Natalia Witmer

IMPACTED DEPARTMENT/'S: (if applicable): Facility Maintenance (510).

SUBJECT: Janitorial Services City Hall, 1st year contract extension.

Deliberation and possible action on resolutions approving the 1st year extension for City Hall Janitorial services with Sparkling Clear Window & Commercial Cleaning Services commencing October 1, 2022 with the possibility of one one-year extension.

BACKGROUND INFORMATION:

On July 29, 2021 the City of Windcrest advertised for the City Hall and the Civic Center Janitorial Services (RFP-20-21-002 and RFP-20-21-001). Following proposals were received on August 16, 2021:

City Hall Janitorial Services RFP-20-21-002

- Sparkling Clear Window/Commercial Cleaning
- Jan pro Cleaning Systems
- Eco Care Professional Building Services

On September 20, 2021 the City Council adopted the Resolution 2021-544(R) and approved the City Hall Janitorial services with Sparkling Clear Window & Commercial Cleaning Services commencing October 1, 2022 with the possibility of two one-year extensions.

Sparkling Clear Window & Commercial Cleaning Services is hereby engaged to provide janitorial services for City Hall to be funded from the Facility Division/General Fund for the fiscal year starting October 1, 2021 and ending September 30, 2022 with no increase, not to exceed \$24,636.00.

ALTERNATIVES:

-To award 1st year extension the City Hall Janitorial Services contract for FY 22-23 to Sparkling Clear Window & Commercial Cleaning Srvs.

- Not to award 1st year extension the City Hall Janitorial Services contract for FY 22-23 to Sparkling Clear Window & Commercial Cleaning Srvs. and direct staff to advertise for RFP.

FISCAL IMPACT:

Sparkling Clear Window & Commercial Cleaning Services is hereby engaged to provide janitorial services for City Hall to be funded from the Facility Division/General Fund for the fiscal year starting October 1, 2022, and ending September 30, 2023 with increase of \$105.00 a month or \$1,260.00 a year, not to exceed \$25,896.00.



Request for Council Action

RECOMMENDATION:

Staff recommends to award 1st year extension the City Hall Janitorial Services contract for FY 22-23 to Sparkling Clear Window & Commercial Cleaning Srvs. with a possibility of one one-year extension.

RFP #20-21-002 CITY HALL JANITORIAL SERVICES
BID TABULATION
BID OPENING: AUGUST 16, 2021 AT 10:00 am CST

CONTRACT 10/01/2021-9/30/2022

COMPANY	Initial Clean A (monthly rate)	One Time Clean (beginning of the contract)	Initial Clean A (yearly rate)
1 SPARKLING CLEAR WINDOW/COMMERCIAL CLEANING	\$2,058.00	\$2,538.00	\$27,234.00
2 JAN PRO CLEANING SYSTEMS	\$2,766.67	\$2,000.00	\$35,200.04
3 ECO CARE PROFESSIONAL BLD SERVICE	\$2,045.00	\$995.00	\$25,535.00

* TWO ON YEAR EXTENTIONS MAY BE AVAILABLE AFTER COMPLETION OF THE INITIAL CONTRACT

AGREEMENT AND ACKNOWLEDGEMENT OF RIGHTS AND RESPONSIBILITIES

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This Agreement is made and entered into by and between the City of Windcrest (hereinafter "City"), a Texas home rule city situated in Bexar County, Texas, and the Windcrest Volunteer Fire Association, Inc. (hereinafter "WVFA"), a non-profit corporation established with the goal of supporting volunteer members of the Windcrest Fire Department.

WHEREAS, the City provides fire prevention, fire protection, and emergency rescue services within the corporate city limits of the City of Windcrest, Texas;

WHEREAS, the City desires to cooperate with the WVFA in fundraising for the benefit of the City's Fire Department; and

WHEREAS, the WVFA seeks to fundraise for the benefit of the City's Fire Department.

THEREFORE, for and in consideration of the promises and mutual agreements, covenants, and conditions hereinafter set forth, the parties hereto contract and agree as follows:

1. The City shall:
 - a. Cooperate with the WVFA in efforts to fundraise for the City's Fire Department by providing fire trucks and other equipment at WVFA fundraising events so long as provision of such equipment does not, in the sole judgment of the Fire Chief of the City, compromise the safety of the residents of Windcrest.
 - b. Act in good faith to maintain a positive working relationship with the WVFA for the purpose of assisting the WVFA in achieving its charitable objectives.
2. The WVFA shall:
 - a. Fundraise for the benefit of the City's Fire Department and other community programs supported by WVFA.
 - b. Act in good faith to maintain a positive working relationship with the City during the performance of its charitable objectives.

- c. Maintain all financial books and records in accordance with Generally Accepted Accounting Principles (GAAP).
 - d. Deliver to the City Secretary a financial audit of the WVFA's assets, expenses, and revenues performed by an independent third-party accounting firm chosen by the WVFA, each year and within 120 days after the end of that fiscal year beginning in the City's fiscal year 2022. The cost of the financial audit, not to exceed \$10,000 without the City's written approval, shall be reimbursed to the WVFA by the City within 10 days of delivery of the completed financial audit to the City Secretary.
 - e. Deliver any federal, state, local, or governmental filings to the City Secretary within 10 days from the date of filing.
 - f. Deliver any annual budget approved by the WVFA to the City Secretary within 30 days of such approval.
 - g. Deliver any monthly financial statements published or otherwise provided to WVFA members to the City Secretary within 30 days.
 - h. The WVFA shall not contribute to any political campaigns or political action committees.
 - i. In the event the bylaws of the WVFA are amended or otherwise modified, the WVFA shall submit the bylaws to the Windcrest City Council for approval within 30 days of such amendment or modification.
3. This Agreement shall commence upon signing and the initial term shall expire on September 30, 2022 to coincide with the City's fiscal year. Thereafter, this Agreement shall automatically renew from year to year, for a term of one (1) year, unless terminated by thirty (30) days written notice by either party.
4. Nothing in this Agreement is intended to expand any liability that the City or WVFA may have to any third party. Nothing contained in the Agreement shall be deemed or construed by the parties hereto or any other third party to create the relationship of principal and agent, partnership, joint venture, or of any other association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any acts of the parties hereto shall be deemed to create any other relationship between the parties other than the relationship of the City and the WVFA as those terms are understood herein.
5. To the extent that any dispute existed regarding the ownership of properties used by the City's Fire Department, the WVFA releases and relinquishes any right or title to any such property and acknowledges that the City owns and holds title to such property.

6. WVFA AGREES TO DEFEND, SAVE, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, INCLUDING REASONABLE ATTORNEY'S FEES, FOR INJURY TO OR DEATH TO ANY PERSON, OR FOR DAMAGES TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH 1) THE SERVICES OR PROPERTY PROVIDED UNDER THIS AGREEMENT AND 2) THE ACTS, OMISSIONS, NEGLIGENCE, OR OTHER CONDUCT OF THE WVFA.
7. No amendment, modification or alteration shall be binding unless the same is approved in writing, dated subsequent to the date hereof and duly executed by the parties hereto.
8. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings and/or written or oral agreements between the parties. This Agreement shall also supersede any existing agreement, which is hereby terminated.
9. The Agreement may not be assigned without the written consent of both parties.
10. If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by a mediator in Bexar County, Texas, within thirty (30) days from the date of a written demand for mediation, before resorting to any other dispute resolution procedure. Notwithstanding the foregoing or anything to the contrary contained elsewhere in this Agreement, a party may bring a proceeding against the other party for equitable relief during the pendency of the mediation procedure hereinabove set forth.
11. This agreement shall be interpreted and executed in accordance with the laws of the State of Texas and the ordinances of the City of Windcrest, Texas. Venue and jurisdiction of any suit or right or cause of action arising under or in connection with this Agreement shall be exclusively in Bexar County, Texas, and any court of competent jurisdiction shall interpret this Agreement in accordance with the laws of the State of Texas. BY THIS AGREEMENT, THE CITY AND THE WVFA WAIVE ANY RIGHT TO A TRIAL BY JURY IN THE EVENT THAT SUIT IS BROUGHT TO INTERPRET OR ENFORCE THIS AGREEMENT.
12. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if the invalid, illegal or

unenforceable provision had never been contained in it. The provisions of this Agreement are severable.

13. Both the City and the WVFA have had an opportunity to review this Agreement, have worked jointly on crafting the agreement, and therefore agree this Agreement shall not be construed strictly against either party.

In witness whereof, the parties have signed and executed this Agreement this the _____ day of _____, 2022

CITY OF WINDCREST, TEXAS:

WINDCREST VOLUNTEER FIRE
ASSOCIATION (WVFA)

Rafael Castillo, City Manager

Attest:

City Secretary

Attest:

Secretary of WVFA

Proposed Budget & Tax Calendar FY 2022-2023

DATE	EVENT	REQUIREMENT/ACTION
March 14-25, 2022	Budget Instructions-Distributed to-Departments	▶ Budget printouts & request forms distributed to departments.
April 22, 2022	Department Budget Requests Due	▶ Departments enter detailed line item requests into budget worksheets & submit forms electronically to Finance Department.
April 25-29, 2022	Budget Preparation	▶ City Manager & staff review requests; department heads meet w/Manager; staff prepares draft budgets.
April 25-29, 2022	Budget meetings with DH	▶ Departments meet with CM, MFO
May 09, 2022 @ 6pm	Regular Council Meeting	▶ Vision and Goal Setting Workshop with City Council for FY 22-33
Wednesday, July 13, 2022	Special City Council Meeting/Budget Workshop	▶ Department Presentations and discussion.
Thursday, July 14, 2022	Special City Council Meeting/Budget workshop	▶ Department Presentations and discussion.
Friday, July 15, 2022	Special City Council Meeting/Budget workshop	▶ Department Presentations and discussion.
July 24-31, 2022	Certified Tax Roll	▶ BCAD delivers certified Ad Valorem tax values
August 1, 2022	File proposed budget with City Secretary	▶ Must be at least 30 days before budget adoption (budget may be modified after this date) ▶ Post proposed budget on City's website
August 1, 2022	Regular Council Meeting	▶ City Council acts on Tax Rate Public Hearing (PH) Notice, Budget Public Hearing (PH) Notice.
August 7, 2022	Notice of Public Hearings	▶ Publish in newspaper and on City website notice of PH's on tax rate. ▶ Publish notice of PH on budget (at least 10 days before PH)
August 15, 2022	Regular Council Meeting	▶ Public Hearing on Budget (Ordinance 1 st reading) ▶ Public Hearing on Tax Rate (Ordinance 1 st reading)
September 12, 2022	Special Council Meeting (if needed)	▶ Tentative for final approval if City Council desires
September 19, 2022	Regular Council Meeting	▶ Adopt Budget (Ordinance 2 nd reading) ▶ Resolution to Ratify Budget ▶ Adopt Tax Rate (Ordinance 2 nd reading)