



AGENDA
CITY OF WINDCREST, TEXAS

REGULAR CITY COUNCIL MEETING

March 04, 2013

**Regular City Council Meeting
6:00 P.M.**

NOTICE IS HEREBY GIVEN THAT A REGULAR WINDCREST CITY COUNCIL MEETING WILL BE HELD AT WINDCREST CITY HALL, 8601 MIDCROWN, WINDCREST, TEXAS ON THE 04th DAY OF MARCH 2013 STARTING AT 6:00 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 MARCH 04, 2013 AND TO RECONVENE THE MEETING ON THE FOLLOWING DAY, MARCH 05, 2013 AT 9:00 A.M. AT THE WINDCREST CITY HALL, 8601 MIDCROWN, WINDCREST, TEXAS.

IT IS ANTICIPATED THAT MEMBERS OF OTHER CITY BOARDS, COMMISSIONS AND COMMITTEES MAY ATTEND THE MEETING IN NUMBERS THAT MAY CONSTITUTE A QUORUM OF SUCH OTHER CITY BOARDS, COMMISSIONS AND COMMITTEES, SO THAT NOTICE IS HEREBY GIVEN THAT THE MEETING IS ALSO A MEETING OF THE OTHER CITY BOARDS, COMMISSIONS AND COMMITTEES WHOSE MEMBERS ARE IN ATTENDANCE. THE MEMBERS OF THE OTHER CITY BOARDS, COMMISSIONS AND COMMITTEES MAY PARTICIPATE IN DISCUSSIONS WHICH OCCUR AT THE MEETING, BUT NO ACTION WILL BE TAKEN BY THE OTHER BOARDS, COMMISSIONS AND COMMITTEES WHOSE MEMBERS ARE IN ATTENDANCE.

Ordinance No. 618 (09/20/10), Repealing Ordinance No. 593

At all City Council, City Commission or City Board meetings, the agenda shall include a "citizens to be heard" item. It is suggested that Citizens wishing to speak during this item sign in on the sign up roster prior to the meeting. During "citizens to be heard" comments, each individual may speak on an agenda item or any other matter affecting the city. In addition to the "citizens to be heard" portion of meetings, a person may make comments on agenda items prior to the vote on the agenda item. A member of the public will have a total of six (6) minutes to be heard during a City Council, City Commission or City Board Meeting. This does not include any responses from the body. The six (6) minutes time limit authorized herein may not be transferred to another speaker in whole or in part. The presiding Officer or his/her designee will assign a Time Keeper to each meeting. The Time Keeper will maintain strict compliance of the six (6) minute rule, stopping speakers who exceed the allotted time. As authorized by Section 551.042 of the Texas Government

Code, the Presiding Officer may direct a City Official to make: a statement of specific factual information in response to an inquiry made by a member of the public or of the City Council, or; a recitation of existing policy in response to an inquiry made by a member of the public or the City Council. Any deliberation or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting. Any question posed by a Citizen, Council Member, Board Member or Commission Member for which an answer is not available at a meeting shall be answered by a member of the staff or Presiding Officer at the next regular meeting of the Body, if an answer is reasonably available and prudent. If the information is sensitive, staff will seek advice from the City Attorney.

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

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

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

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

IV. Presentations

1. City Council will receive an update regarding Racker Road from Jim Bray with Don McCrary and Associates.

V. 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".**

VI. Resolutions

1. City Council will review, discuss and may take action on Resolution No. 2013-427(R), a resolution approving the Windcrest Volunteer Fire Department assistance agreement between the County of Bexar and the City of Windcrest. (Att. 1) (Ref: 01.23.12 RCCM
http://windcresttx.granicus.com/MediaPlayer.php?view_id=8&clip_id=791 03:28:29)

VII. Discuss and Act

VIII. Executive Session (Part 2)

1. City Council will convene into a closed session as authorized by Section 551.074(a)(1) of the Texas Government Code, as amended, to deliberate the employment, evaluation and duties of the following city officers... (Att. 2)
 - City Manager / Investment Manager / Court Administrator / Treasurer – Rafael Castillo, Jr.
 - Municipal Finance Officer / Human Resources / IT c/o – Sarah Mangham
 - City Secretary / Asst. Court Administrator – Kelly Rodriguez
 - Police Chief – Al Ballew
 - Fire Chief – Dan Reese
 - Director of Public Works – Tom Garcia
 - Public Affairs/ PR / Marketing – Kayte Brought

IX. Open Session/Discuss and Act (Part 2)

1. City Council will discuss and may take action to deliberate the employment, evaluation and duties of the following city officers...
 - City Manager / Investment Manager / Court Administrator / Treasurer – Rafael Castillo, Jr.
 - Municipal Finance Officer / Human Resources / IT c/o – Sarah Mangham
 - City Secretary / Asst. Court Administrator – Kelly Rodriguez
 - Police Chief – Al Ballew
 - Fire Chief – Dan Reese
 - Director of Public Works – Tom Garcia
 - Public Affairs/ PR / Marketing – Kayte Brought

X. General Announcements & Future Agenda Items Requested

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

XI. Adjournment

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the City Council of the City of Windcrest is a true and correct

copy of said Notice and was posted on the bulletin board at City Hall of said City in a convenient place to the public and said Notice was posted more than seventy-two hours prior to the meeting on March 04, 2013.

By: , City Secretary

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

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the City Hall bulletin board on the ____ March, 2013.

_____ Title: _____



City Council Agenda Item Report

March 04, 2013

Contact – Fire Chief Dan Reese
dreese@windcrest-tx.gov

Resolution #: 2013-427(R)

**SUBJECT: A RESOLUTION APPROVING THE WINDCREST VOLUNTEER
FIRE DEPARTMENT ASSISTANCE AGREEMENT BETWEEN
THE COUNTY OF BEXAR AND THE CITY OF WINDCREST**

1. BACKGROUND/HISTORY

City of Windcrest through the Fire Department entered into an agreement in 1971 for the Fire Department to respond to medical and fire emergencies for a portion of Unincorporated Bexar County. In return for the coverage, Bexar County provides Fire Dispatch, assists in training, provides arson investigators and communication equipment valued at approximately \$40,000 (8 handheld radios, 10 pagers and 2 vehicle mounted radios)

2. FINDINGS/CURRENT ACTIVITY

Average number of responses for WVFD in a year is 1800. Approximately 760 or 45% are responses to the County. This has been very productive in recruiting and maintaining volunteer firefighters and medics. The relationship with Bexar County has been very positive providing Windcrest with dispatch services, arson investigation services and valuable equipment – all of which would have to be sought elsewhere if we did not continue the contract.

3. FINANCIAL IMPACT -

The contract provides for \$1756.48 per month (\$21,077.76 per year) to be used for purchase, lease, maintenance and operation of firefighting equipment, rental, construction or purchase of firefighting facilities or training.

4. ACTION OPTIONS/RECOMMENDATION

Recommend City Council approve Contract with Bexar County.



STATE OF TEXAS § INTERLOCAL AGREEMENT FOR
§
COUNTY OF BEXAR § FIRE PROTECTION SERVICES

This Agreement ("Agreement") is made and entered into by and between the COUNTY OF BEXAR, a political subdivision of the State of Texas ("COUNTY"), and the CITY OF WINDCREST, a municipal corporation situated in Bexar County, Texas ("CITY"). Authority for this Agreement is granted pursuant to the Interlocal Cooperation Act, Texas Government Code Section §791.001 et seq. and the Texas Local Government Code Section 352.001 et seq.

WITNESSETH

WHEREAS, the Commissioners Court of COUNTY is authorized to provide fire protection and firefighting services to citizens of COUNTY residing outside the city limits of any incorporated city within COUNTY; and

WHEREAS, the Commissioners Court desires to provide such fire protection and firefighting services to citizens of COUNTY residing outside the city limits of CITY, in an area more particularly described on Exhibit "A" attached hereto and incorporated herein for all purposes (the "designated area"); and

WHEREAS, CITY represents that it can adequately provide fire protection and firefighting services on behalf of COUNTY, utilizing CITY's fire department ("CITY"), according to the terms and conditions hereinafter stated.

NOW, THEREFORE, in consideration of the mutual covenants and agreements stated herein, the parties agree as follows:

ARTICLE I

PURPOSE

1.01 The purpose of this Agreement is to secure the services of CITY to provide fire protection and emergency services to the designated area.

ARTICLE II

DEFINITIONS

2.01 For purposes of this Agreement, the following terms shall have the meanings set forth below:

- (a) **FIRE DEPARTMENT** - a firefighting unit consisting of not less than six active firefighters with a minimum of two training sessions each month, each a minimum of two hours long and with a majority of all active firefighters participating at each meeting.
- (b) **FIREFIGHTING EQUIPMENT** - vehicles and protective clothing for use in fire suppression. This includes fire suppression vehicles and all related materials normally carried on these vehicles such as hoses, wrenches, generators, exhaust fans, nozzles, ladders, rescue saws, pneumatic and hydraulic tools, and self-contained breathing apparatus. Protective clothing includes boots, helmets, gloves, turn-outs (jacket and pants), hazardous materials suits and similar gear.
- (c) **TRAINING PROGRAM** - a program consisting of a minimum of four hours each month, utilizing criteria set forth by in the State Firemen's and Fire Marshal's Association for volunteer firefighters or the Texas Commission on Fire Protection Standards and Education for paid firefighters. Documentation of this training is to be retained by CITY subject to inspection by COUNTY, through its Fire Marshal at any time during normal business hours.
- (d) **ACTIVE FIREFIGHTER** - a firefighter who attends a minimum of two training sessions each month, each a minimum of two hours long.
- (e) **PAID FIREFIGHTER** - a person, at least eighteen years of age, who meets the criteria set forth by the Texas Commission on Fire Protection Standards and Education.

- (f) VOLUNTEER FIREFIGHTER - a person, at least eighteen years of age, who meets the equivalency of Basic Certification as a Volunteer Firefighter within three years after joining DEPARTMENT.
- (g) FIRE ALARM - the fire dispatch service utilized by COUNTY.
- (h) INCIDENT COMMANDER (IC) - The individual responsible for all major event activities, including the development of strategies and tactics and the ordering and the release of resources. The IC has overall authority and responsibility for conducting major event operations and is responsible for the management of all operations at the event site.
- (i) MAJOR EVENT- An occurrence or incident, natural or human-caused, which might impact a significant area or population, which requires an emergency response to protect life or property. Major events can, for example, include disasters, emergencies, terrorist attacks, terrorist threats, wildland and urban fires, floods, hazardous materials spills, nuclear accidents, aircraft accidents, earthquakes, hurricanes, tornadoes, tropical storms, war-related disasters, public health, use of chemical weapons or other weapons of mass destruction, and medical emergencies, and other occurrences requiring an emergency response.

ARTICLE III

TERM

3.01 The term of this Agreement is for one year beginning January 1, 2013, and ending December 31, 2013.

3.02 This Agreement may be terminated by either party with or without cause, upon sixty days written notice delivered by certified mail or in person to the other party.

ARTICLE IV

OBLIGATIONS OF CITY

4.01 CITY agrees to perform the following services in accordance with specifications and standards established by the State Board of Insurance and the office of the State Fire Marshal of Texas, for the benefit of those persons residing in the designated area:

- (a) Assist the Bexar County Fire Marshal in fire prevention programs;
- (b) Establish a continuing training program for CITY personnel;
- (c) Monitor the Fire Alarm or alert system and radio system on a 24-hour basis;
- (d) Respond to emergencies and fight fires within the designated area or in support of mutual aid agreements made in accordance with this Agreement;
- (e) Purchase and install one mobile radio on COUNTY Fire Alarm frequency (154.250) in each firefighting vehicle and provide other receiving equipment as CITY deems necessary;
- (f) Follow all current radio procedures specified by COUNTY; and
- (g) Notify Fire Alarm via radio when responding to calls in the designated area even if not dispatched by COUNTY.

4.02 It is expressly agreed between the parties that, in the event of conflicting fire alarms arising within the corporate limits of CITY and the unincorporated designated area, the alarm within the corporate limits shall have priority. Nevertheless, CITY shall use its best efforts to respond or to request assistance in responding to the alarm in the designated area.

4.03 CITY shall maintain, during the term of this Agreement, at least one-half of its active firefighters at a level of competency that meets the equivalency of the certification requirements of a basic firefighter as set forth by the State Firemen's and Fire Marshal's Association. All firefighters must meet the equivalency of the certification requirements herein stated within three years of joining CITY as a firefighter. Failure to meet these

standards is a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon written notice to CITY.

4.04 CITY shall complete criminal background checks of all current firefighters or EMS personnel with the assistance and cooperation of the Bexar County Fire Marshal's Office and establish procedures for excluding current or potential firefighters with unacceptable criminal convictions. The COUNTY requires that CITY not allow any personnel with a conviction for a felony or a misdemeanor involving moral turpitude on its department unless that person is otherwise certified by either the Texas Commission on Fire Protection or the Texas Department of State Health Services.

4.05 CITY shall create an inventory listing all of CITY's assets used in the provision of emergency services to include, at a minimum, the designation, quantity, model or serial number, condition and location of such assets within sixty (60) days from the date of this Agreement is executed and provide a copy to COUNTY.

4.06 CITY shall provide monthly status reports in addition to any other monthly reports required by this Agreement, to the Bexar County Fire Marshal to include any personnel incidents, staff certification progress, and the scope and purpose of any training conducted.

4.07 CITY shall establish training programs for all firefighters, probationary firefighters, reserve firefighters and fire officers pursuant to the curricula established by the State Firemen's and Fire Marshals' Association.

4.08 CITY is responsible for maintaining all required National Incident Management System (NIMS) training which utilizes standardized terminology, standardized organizational structures, interoperable communications, consolidated action plans, unified command structures, uniform personnel qualifications standards, uniform standards of planning, training, and exercising, comprehensive resource management, and designated incident facilities during emergencies or disasters.

ARTICLE V

OBLIGATIONS OF COUNTY

5.01 COUNTY agrees to pay the sum of One Thousand Seven Hundred Fifty-Six and 48/100 Dollars (\$1,756.48) per month to CITY to be used solely for the following purposes:

- (a) Purchase or leasing of firefighting equipment;

- (b) Maintenance and operation of firefighting equipment; and
- (c) Rental, construction, or purchase of firefighting facilities or buildings.
- (d) Training

DEPARTMENT agrees that funds contributed by COUNTY shall not be applied for remuneration of personnel or the purchase of equipment intended for personal use. The Commissioners Court of COUNTY has the discretion to expand the above upon request by DEPARTMENT or by its own action.

5.02 COUNTY agrees to provide CITY with dispatch services for the designated area, at no cost to CITY, for the duration of this Agreement. It is understood that the termination of this Agreement terminates the fire dispatch service provided by COUNTY unless CITY enters into a dispatch service agreement with COUNTY.

ARTICLE VI

BEXAR COUNTY FIRE MARSHAL SERVICES

6.01 COUNTY, through its Fire Marshal, further agrees to furnish, during the term of this Agreement, the following services upon request:

- (a) Assist CITY in determining the cause of any structural or suspicious fires; and
- (b) Assist in resolving questions of territorial jurisdiction between fire departments. In such cases, the decision of the Bexar County Fire Marshal shall be final.

6.02 The County Fire Marshal, or the County Fire Marshal's designee, shall perform as the incident commander in a major event in the unincorporated areas.

ARTICLE VII

EQUIPMENT

7.01 CITY shall provide all necessary equipment and transportation in providing services specified in this Agreement.

7.02 CITY agrees to remain responsible for registration, licensing, inspection, repairs, and maintenance of all equipment, and for any and all damages resulting from the use of any of its equipment, including motor vehicles.

7.03 COUNTY shall not accrue any equity or ownership interest in any equipment provided by CITY.

ARTICLE VIII

LIABILITY OF THE PARTIES

8.01 It is agreed that COUNTY shall not be liable or responsible to CITY in damages or any money demands for any loss or failure of the central dispatch communications equipment or because of neglect or failure on the part of the central dispatch service provider.

8.02 CITY and COUNTY agree that there is no requirement upon COUNTY to provide fire protection. CITY, therefore, accepts no responsibility to the residents of the designated area.

ARTICLE IX

INSURANCE

9.01 CITY shall provide and maintain automobile liability insurance for all its CITY vehicles having at least the following policy limits:

\$250,000 Bodily Injury Per Person
\$500,000 Bodily Injury Per Occurrence
\$100,000 Property Damage Per Occurrence

9.02 CITY agrees that, with respect to the above required insurance, CITY shall:

- (a) Maintain liability insurance through an approved insurance company licensed to do business in Texas.
- (b) Name COUNTY as an additional insured such that any such policy shall apply fully to any "additional insured," as if COUNTY were a "named insured," or furnish COUNTY with documentation evidencing, to COUNTY's satisfaction, that such policy does not permit COUNTY to be named as an additional insured thereunder.
- (c) Provide to COUNTY certificates of insurance, binders, or other proof of insurance, acceptable to COUNTY in its sole discretion, evidencing all insurance coverage required by this Article. Maintenance of a current certificate of insurance on file with the Bexar County Auditor's Office shall be a condition precedent to payment by COUNTY under this Agreement.
- (d) Provide thirty days advance notice in writing to COUNTY of cancellation or material change of any and all insurance maintained pursuant to this Article.

ARTICLE X

FORCE MAJEURE

10.01 Neither COUNTY nor CITY shall be required to perform a term, condition, or covenant in this Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockout, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of COUNTY or CITY and which by the exercise of due diligence CITY or COUNTY is unable, wholly or in part, to prevent or overcome.

ARTICLE XI

REPORTS

11.01 CITY shall maintain accurate run reports of each incident to which it responds. Reports shall be retained by CITY subject to inspection by COUNTY, through its Fire Marshal, at any time during normal business hours.

ARTICLE XII

INSPECTION OF BOOKS/FINANCIAL RECORDS

12.01 CITY agrees that the Bexar County Auditor shall have access for inspections and reviews any financial records, reports, or data related to the funds provided herein and the County Auditor may conduct such inspections and reviews at any reasonable time.

ARTICLE XIII

EQUAL EMPLOYMENT OPPORTUNITY AND CIVIL RIGHTS

13.01 No person shall illegally be excluded from participation in, or be denied the benefits of, the program which is the subject of this Agreement on the basis of race, creed, color, sex, age, disability or national origin.

ARTICLE XIV

AMENDMENT

14.01 No amendment, modification, or alteration to this Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

ARTICLE XV

NOTICES

15.01 All notices by the parties shall be deemed given when either delivered in person or deposited in the U.S. Mail, postage prepaid, certified mail, return receipt requested, addressed to the appropriate party at the following address:

If to COUNTY:	County Judge Paul Elizondo Tower 101 W. Nueva, Suite 1000 San Antonio, Texas 78205
With a copy to:	County Fire Marshal 622 Dolorosa Street San Antonio, Texas 78207-4535
And:	County Auditor Paul Elizondo Tower 101 W. Nueva, #800 San Antonio, Texas 78205
If to CITY:	City of Windcrest 8601 Midcrown San Antonio, Texas 78239

ARTICLE XVI

MUTUAL AID

16.01 CITY agrees to use its best efforts to enter into a mutual aid agreement with other fire departments that have contracted with Bexar County to provide fire protection services.

ARTICLE XVII

COMPLIANCE WITH LAWS AND REGULATIONS

17.01 In providing all services pursuant to this Agreement, CITY shall abide by all statutes, ordinances, rules and regulations pertaining to, or regulating the provision of, such services, including those now in effect and hereafter adopted. Any violation of said statutes,

ordinances, rules or regulations shall constitute a material breach of this Agreement, and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CITY.

ARTICLE XVIII

PARTIES BOUND

18.01 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns where permitted by this Agreement.

ARTICLE XIX

TEXAS LAW TO APPLY

19.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable solely in Bexar County, Texas.

ARTICLE XX

LEGAL CONSTRUCTION

20.01 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, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE XXI

PRIOR AGREEMENTS SUPERSEDED

21.01 This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

IN WITNESS WHEREOF, this Agreement is executed in duplicate originals this
_____ day of _____, A.D., 2013.

COUNTY OF BEXAR

CITY OF WINDCREST

BY: _____
NELSON W. WOLFF
County Judge

BY: _____
ALLEN BAXTER
Mayor

ATTEST:

ATTEST:

BY: _____
GERARD RICKHOFF
County Clerk

BY: _____
KELLY RODRIGUEZ
City Secretary

APPROVED:

APPROVED AS TO LEGAL FORM:

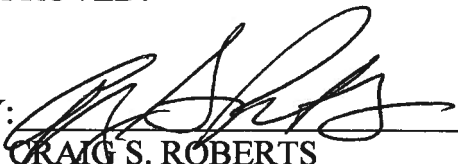
BY: _____
FIRE CHIEF

BY: _____
JILL TORBERT
Assistant Criminal District
Attorney - Civil Section

APPROVED AS TO FINANCIAL CONTENT:

BY: _____
SUSAN YEATTS
County Auditor

APPROVED:

BY:  _____
CRAIG S. ROBERTS
Fire Marshal

BY: _____
DAVID SMITH
County Manager

JT/CONTRACTS/VFD/WINDCREST13VFD.KT



RESOLUTION NO. 2013-427(R)

**A RESOLUTION APPROVING THE WINDCREST VOLUNTEER FIRE
DEPARTMENT ASSISTANCE AGREEMENT BETWEEN THE COUNTY OF
BEXAR AND THE CITY OF WINDCREST**

WHEREAS, the City of Windcrest through the Volunteer Fire Department provides fire protection services in a portion of Bexar County and;

WHEREAS, the County of Bexar agrees to provide services and reimbursement in the sum of \$1,756.48 per month; and

WHEREAS, the City of Windcrest agrees to the terms of the agreement; and

WHEREAS, the term of the agreement is January 1, 2013 to December 31, 2013; and

WHEREAS, this agreement is in the best interest of both parties

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WINDCREST, TEXAS, COUNTY OF BEXAR, that the City Council of Windcrest agrees to the Volunteer Fire Department Assistance Agreement and authorizes the City Manager to sign it on behalf of the City.

PASSED AND APPROVED ON THIS THE ____ day of March, 2013

Alan Baxter, Mayor

Attest:

Kelly Rodriguez, City Secretary

Approved as to Form:

Michael S. Brennan, City Attorney

ORDINANCE NO. 677

**AN ORDINANCE ADOPTING AN ORGANIZATIONAL
CHART AND DEPARTMENTAL CLASSIFICATIONS**

WHEREAS, the City Charter requires the City Council to establish the city's organizational chart and departmental classifications in Section 3.03 (3) and Section 5.01.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF
THE CITY OF WINDCREST THAT** the attached organizational chart with departmental classifications is hereby approved and adopted as required by the City Charter and that the previous organizational charts are repealed.

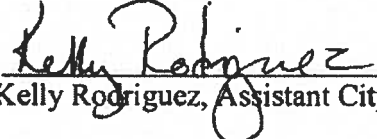
This ordinance shall take effect upon its final passage, and it is so ordained.

PASSED and ADOPTED this the 18th day of September, 2012.



Alan Baxter, Mayor

ATTEST:



Kelly Rodriguez, Assistant City Secretary

APPROVED AS TO FORM:

Michael S. Brennan, City Attorney

City of Windcrest Organizational / Functional Chart FY 2012-2013 Proposed

