



**AMENDED
AGENDA
CITY OF WINDCREST, TEXAS**

SPECIAL CITY COUNCIL MEETING

January 4, 2016

**Executive Session
5:00 P.M.**

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

NOTICE IS HEREBY GIVEN THAT A SPECIAL WINDCREST CITY COUNCIL MEETING WILL BE HELD AT WINDCREST CITY HALL, 8601 MIDCROWN, WINDCREST, TEXAS ON THE 4TH DAY OF JANUARY 2016 STARTING AT 5:00 P.M. DURING THE MEETING THE FOLLOWING SUBJECTS WILL BE CONSIDERED AND THE COUNCIL MAY TAKE ACTION ON ANY OF THE LISTED SUBJECTS.

THE CITY COUNCIL RESERVES THE OPTION TO RECESS THE MEETING DURING THE EVENING OF JANUARY 4, 2016 AND TO RECONVENE THE MEETING ON THE FOLLOWING DAY, JANUARY 5, 2016 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.

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

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.

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. Executive Session (5:00 p.m.)

1. City Council will convene into a closed meeting as authorized by Section 551.071 of the Texas Government Code to consult with its attorneys concerning contemplated or pending litigation regarding City of Windcrest v. Moncada and Pam Dodson.
2. The City Council will convene into a closed meeting as authorized by Section 551.071 (2) of the Texas Government Code to consult with its attorney on a matter in which the duty of the attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act- request by Pamela Dodson for indemnity and defense of claim filed by John Gretz.

IV. Open Session

1. City Council will consider and may take action regarding *City of Windcrest v. Moncada*.
2. City Council will consider and may take action regarding settlement of council member Pam Dodson's claim for reimbursement of legal fees incurred in defense of a claim against her by Herbert Laing.
3. City Council will review, discuss and may take action on indemnification and defense for Pam Dodson regarding a Citizen Complaint filed against her by John Gretz on December 15, 2015.

V. Ordinances (6:00 p.m.) *"In conjunction with the first reading of an ordinance, a motion should be made to either "reject the proposed ordinance" or "to forward the proposed ordinance to a subsequent City Council meeting for final adoption at its second reading".**

1. City Council will review, discuss and may take action on Ordinance No. 2015-737(O), an ordinance adopting an organizational chart and departmental classifications (**Second Reading**) (Att. 1) (09.22.11 SCCM http://windcresttx.granicus.com/MediaPlayer.php?view_id=8&clip_id=723 01:30:35 // 09.18.12 SCCM http://windcresttx.granicus.com/MediaPlayer.php?view_id=8&clip_id=951 00:08:05 // 09.23.13 RCCM http://windcresttx.granicus.com/MediaPlayer.php?view_id=8&clip_id=1124 // 09.15.14 RCCM http://windcresttx.granicus.com/MediaPlayer.php?view_id=8&clip_id=1321 00:48:37 // 09.24.15 SCCM http://windcresttx.granicus.com/MediaPlayer.php?view_id=8&clip_id=1586 // 11.30.15 RCCM http://windcresttx.granicus.com/MediaPlayer.php?view_id=8&clip_id=1620 // 12.07.15 SCCM http://windcresttx.granicus.com/MediaPlayer.php?view_id=8&clip_id=1623)
2. City Council will review, discuss and may take action on Ordinance No. 2015-618B(O), an Ordinance repealing Ordinance 618 enacted on September 20, 2010 and Ordinance 618A enacted on November 1, 2010, by updating rules applicable to the conduct of City Council, City Commission and City board meetings including parliamentary authority for the conduct of such meetings. (**First Reading**) (Att.18) (Ref: 09.20.10 RCCM http://windcresttx.granicus.com/MediaPlayer.php?view_id=8&clip_id=505 // 12.07.15 SCCM http://windcresttx.granicus.com/MediaPlayer.php?view_id=8&clip_id=1623)

VI. Resolutions

1. City Council will review, discuss and may take action on Resolution No. 2015-546(R), a resolution appointing Jim Shelton as Mayor Pro Tempore. (Att. 3) (Ref: 07.06.15 http://windcresttx.granicus.com/MediaPlayer.php?view_id=8&clip_id=1514 // 12.07.15 <http://www.ci.windcrest.tx.us/index.aspx?NID=403>)
2. City Council will review, discuss and may take action on Resolution No. 2015-573(R), a resolution creating a yearly rotating system for the election of the Mayor Pro Tempore. (Att. 4) (Ref 12.07.15 SCCM http://windcresttx.granicus.com/MediaPlayer.php?view_id=8&clip_id=1623)

VII. Discuss & Act

1. City Council will review, discuss and may take action to update the personnel summary listed in the FY 2015-2016 budget. (Att. 5) (Ref: 12.07.15 SCCM http://windcresttx.granicus.com/MediaPlayer.php?view_id=8&clip_id=1623)
2. City Council will review, discuss and may take action on appointing two members of the City Council to meet with the City Manager and two members of the Bexar County Water Control and Improvement District #10 with regards to renovations at City Hall to accommodate office space for Bexar County Water Control and Improvement District #10. (Att. 6) (Ref: 11.05.15 SCCM http://windcresttx.granicus.com/MediaPlayer.php?view_id=8&clip_id=1608 // 12.07.15 SCCM http://windcresttx.granicus.com/MediaPlayer.php?view_id=8&clip_id=1623 // 12.22.15 SCCM http://windcresttx.granicus.com/MediaPlayer.php?view_id=8&clip_id=1633)
3. City Council will review, discuss and may take action on procedures for hiring the Windcrest Fire Chief.
4. City Council will review, discuss and may take action on procedures for hiring the Windcrest Municipal Finance Officer.
5. City Council will review, discuss and may take action on replacing members on the Street Capital Improvement Project committee.
6. City Council will review, discuss and may take action on expired and upcoming expiring terms for members of the following boards and commissions...
 - A. Board of Adjustment
 1. Rick Cockerham 02.03.16
 2. Allen Thompson 03.18.16
 3. Veronica Dixon 03.18.16
 - B. Parks & Recreation
 1. Jay Eldridge 01.06.16
 2. Mike Scott 01.06.16
 3. Bill Zulaica 04.07.15
 - C. Planning & Zoning
 1. Henry Berman 06.18.15
 2. Ron Armes 06.18.15
 3. Jacqueline Wickware 09.10.15
7. City Council will review, discuss and may take action on the resignation of Parks & Recreation Commission member JoAnn Hilliard and appoint a replacement to that position.
8. City Council will review, discuss and may take action on protocol for sending out post cards. (Ref: 11.16.15 RCCM http://windcresttx.granicus.com/MediaPlayer.php?view_id=8&clip_id=1613 //12.07.15 SCCM http://windcresttx.granicus.com/MediaPlayer.php?view_id=8&clip_id=1623)

9. City Council will review, discuss and may take action on city job descriptions & procedures on how they are posted.
10. City Council will review, discuss and may take action on planning a workshop with Frank Garza help develop procedures for public hearings with regards to Citizen Complaints.

VIII. 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.

IX. Adjournment

The City Council reserves the right to retire into executive session whenever it is considered necessary and legally justified under the Texas Government Code, Subchapter D, Sections 551.071 et. seq. including, but not limited to, consultation with attorney, real property, prospective gifts, personnel matters, exclusion of witness, security devices, and economic development matters.

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the City Council of the City of Windcrest is a true and correct copy of said Notice and was posted on the bulletin board at City Hall of said City in a convenient place to the public and said Notice was posted more than seventy-two hours prior to the meeting on January 4, 2016.

By:  , City Secretary

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

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the City Hall bulletin board on the ____ January, 2016.

____ Title: _____

ORDINANCE NO. 2011-652 (O)

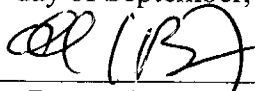
**AN ORDINANCE ADOPTING AN ORGANIZATIONAL
CHART AND DEPARTMENTAL CLASSIFICATIONS**

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.

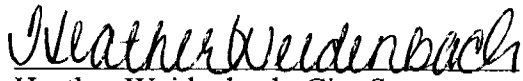
This ordinance shall take effect upon its final passage, and it is so ordained.

PASSED and ADOPTED this the ^{22nd}~~19th~~ day of September, 2011.



Alan Baxter, Mayor

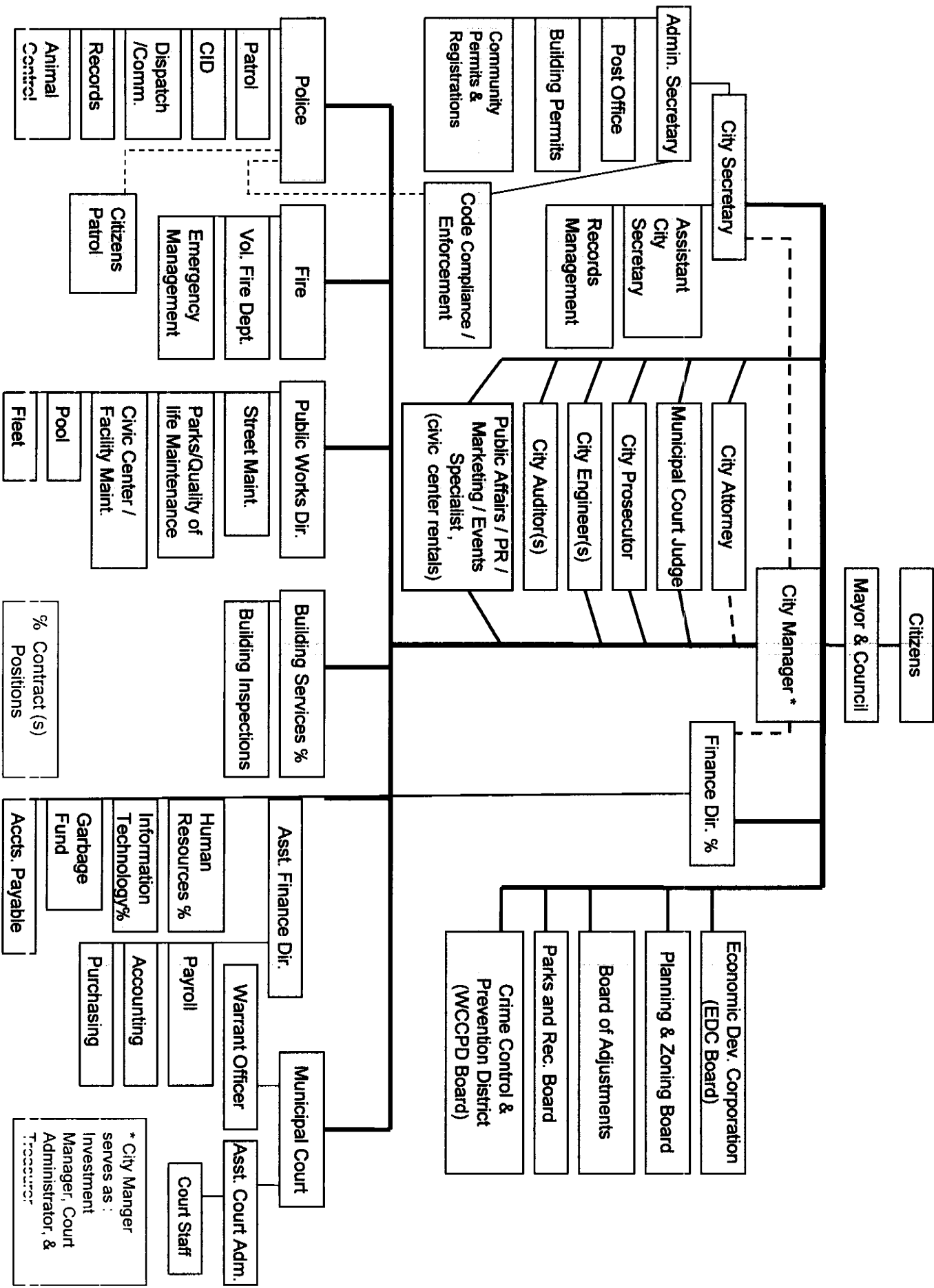
ATTEST:


Heather Weidenbach, City Secretary

APPROVED AS TO FORM:

Michael S. Brennan, City Attorney

City of Windcrest Organizational / Functional Chart FY 2011-2012 Ordinance # 2011-652 (O)



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.

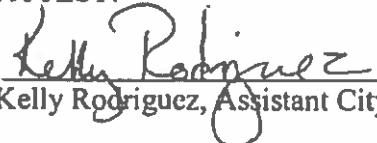
This ordinance shall take effect upon its final passage, and it is so ordained.

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



Alan Baxter, Mayor

ATTEST:

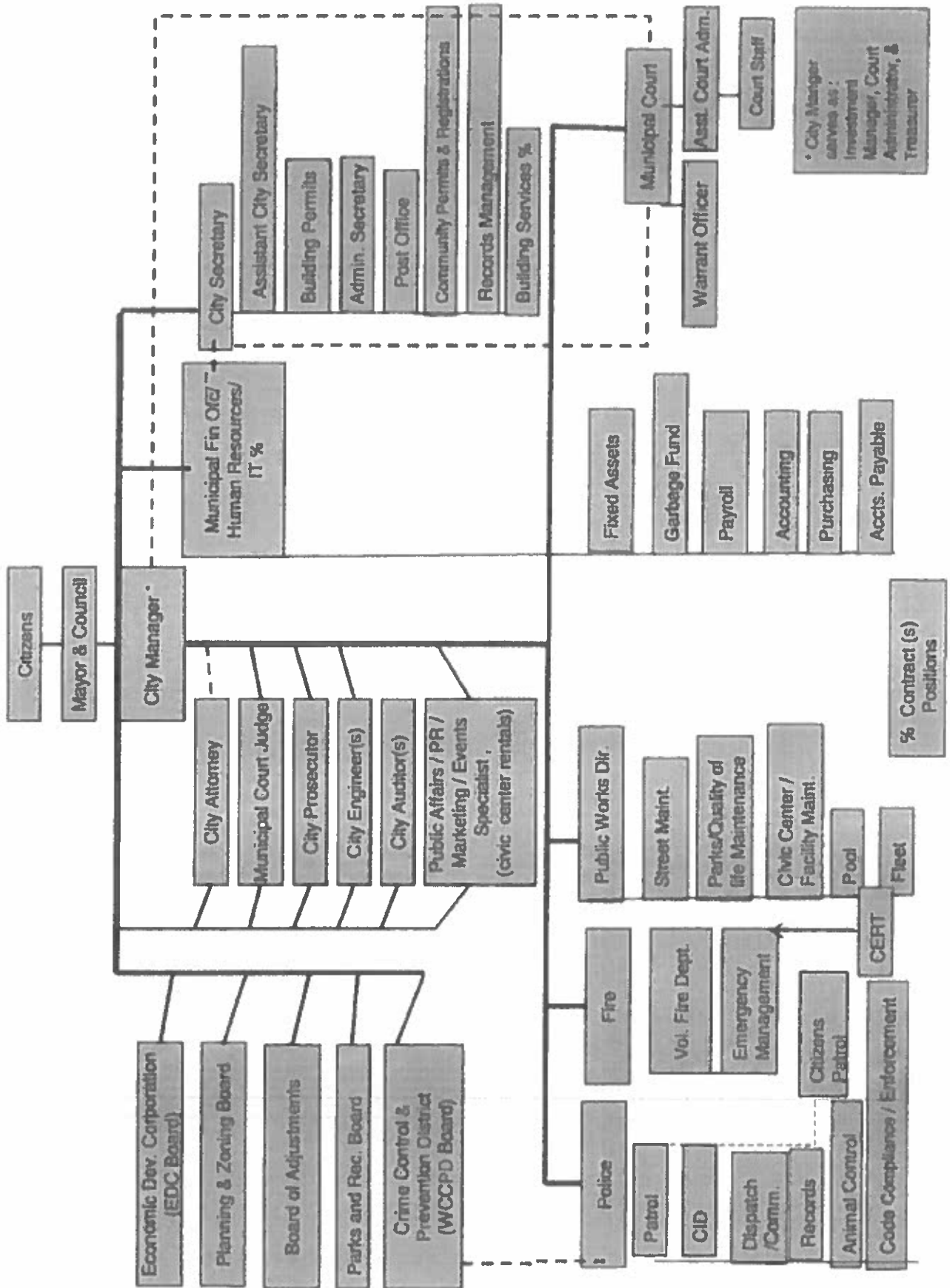


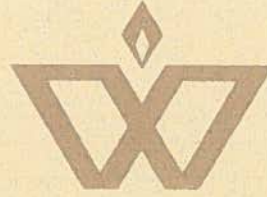
Kelly Rodriguez, Assistant City Secretary

APPROVED AS TO FORM:

Michael S. Brenan, City Attorney

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





WINDCREST TEXAS

ORDINANCE NO. 2013-703(O)

**AN ORDINANCE ADOPTING AN ORGANIZATIONAL
/ FUNCTIONAL 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 23RD day of September, 2013.

Alan Baxter, Mayor

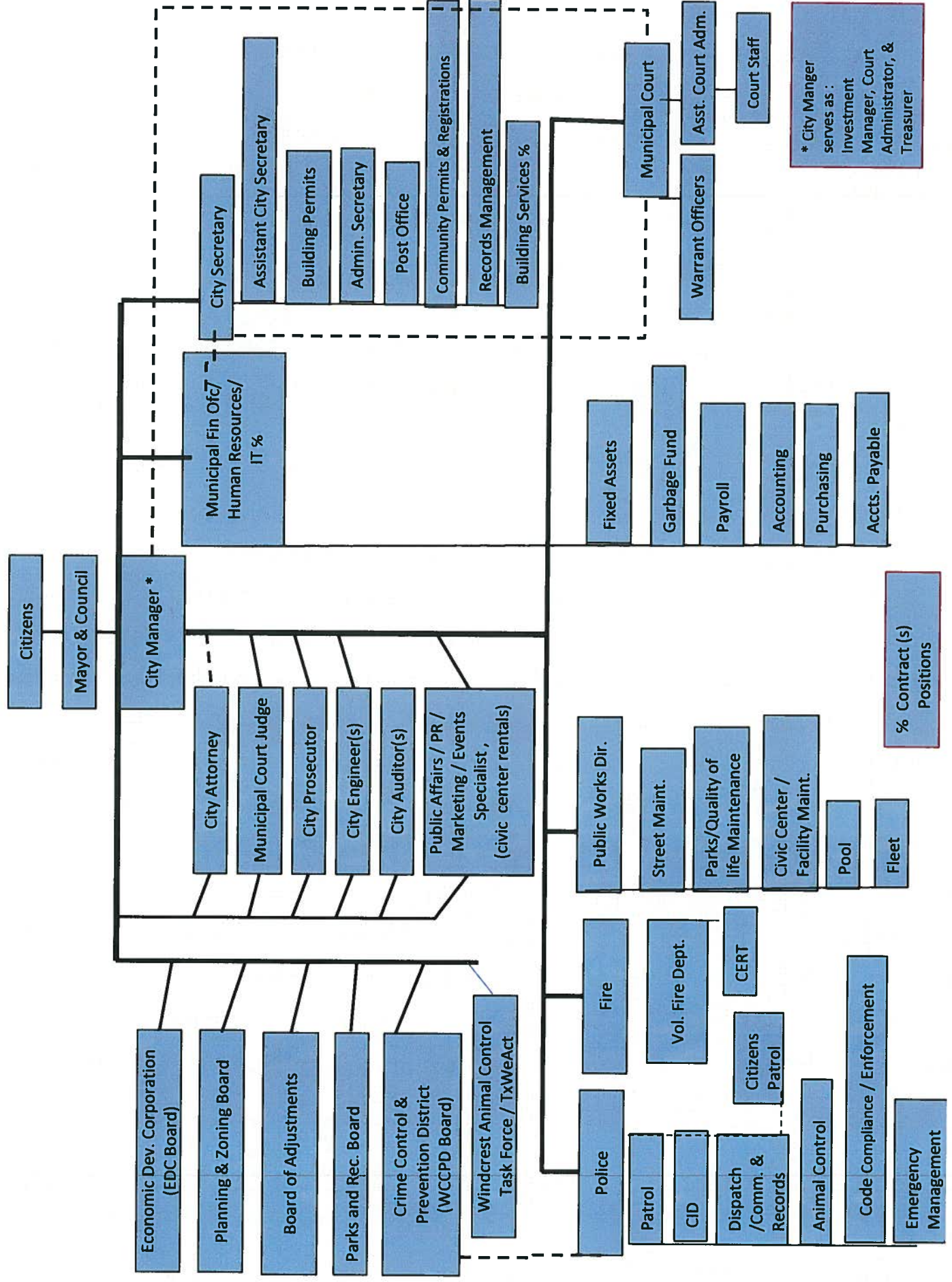
ATTEST:

Kelly Rodriguez, City Secretary

APPROVED AS TO FORM:

Michael S. Brennan, City Attorney

City of Windcrest Organizational / Functional Chart FY 2013-2014



City of Windcrest
Fee Schedule
Fiscal Year 2012-13
Ordinance 2013-691(O)

Attachment A

Building and Building Code

Residential Remodels

Foundation	\$5.00
Driveways	\$5.00
Sidewalks	\$5.00
Re-roofs	\$5.00
Fences	\$5.00
Accessory Buildings	\$5.00
Other remodel not listed below	\$5.00

Building Permit Fees

\$500 or less of total value of construction	\$24
\$501 to \$2,000 of total value of construction	\$23.50 + \$3.05 for each hundred or fraction thereof over \$500.00
\$2,001 to \$25,000 of total value of construction	\$69.25 + \$14.00 for each thousand or fraction thereof over \$2,000.00
\$25,001 to \$50,000 of total value of construction	\$391.75 + \$10.10 for each thousand or fraction thereof over \$25,000.00
\$50,001 to \$100,000 of total value of construction	\$643.75 + \$7.00 for each thousand or fraction thereof over \$50,000.00
\$100,001 to \$500,000 of total value of construction	\$993.75 + \$5.60 for each thousand or fraction thereof over \$100,000.00
\$500,001 to \$1,000,000 of total value of construction	\$3,233.75 + \$4.75 for each thousand or fraction thereof over \$500,000.00
\$1,000,000 and higher of total value of construction	\$5,608.75 + \$3.65 for each thousand or fraction thereof over \$1,000,000.00
Re-Roof	\$50
Curb cuts	\$50
Certificate of Occupancy (Non-Refundable)	\$100
Variance Request	\$150
Moving Permit	\$100

Demolition Permit \$50.00 for the first 1,000 square feet + \$0.50 per square foot over 1,000 square feet
 Fee shall be equal to 1/2 of the building permit fee. Such plan checking fee is in addition to the permit fee.

Plan Checking Fee Where work for which a permit is required started or proceeds prior to obtaining said permit, the fees herein specified shall be doubled, but the payment of such double fee shall not relieve any person from fully complying with the requirements of the code in the execution of the work nor from any other penalties prescribed herein. A fee of \$100.00 shall be assessed for any proceeding with any work without having an approved inspection at the required stage of construction.

Non-Compliance Fee
Re-Inspection Fee (for failed inspections) \$75.00 per failed inspection
Failure to correct Code Violations \$100.00

Plumbing Permits

Plumbing Permits Base Fee	\$30.00 Plus
Water Softener	\$5.00
House Sewer	\$5.00
Water Heater	\$15.00
Gas Test	\$5.00 for one to four outlets + \$1.00 for each additional outlet.
Fuel tanks	\$25.00 for -0- to 1,000 gallons and \$35.00 for 1,001 and over gallons
Fixture or Trap Repair	\$5.00
New fixtures	\$10.00 each fixture
Water line	\$5.00
Grease Trap	\$30
Shower Pan	\$30
Vacuum Breakers	\$5.00 for up to five, \$2.00 each additional breaker over five
Irrigation/Sprinklers/Fire System	\$1.00 per head \$5.00 for one to four outlets, inclusive, and \$1.00 for each additional unit.
Water Piping	\$5.00
Fire Sprinkler System	\$1.50 per head

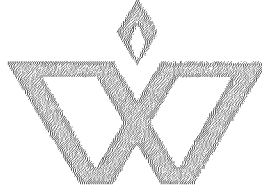
HVAC / Mechanical Permit Fee \$30.00 + \$10.00 for the first \$1,000 or fraction thereof, of valuation of the installation plus \$10.00 for each additional \$1,000 or fraction thereof.

Electrical Permit Fee - Base Fee

	\$30.00 +
Swimming Pool	\$45
Temporary Meter Loop	\$30
First 20 fixtures	25.00 + \$.06 for each additional (includes receptacle, switch and outlets)
Signs	\$30

Alarm Permits

3 or less False Alarms within perceeding 12 Months	\$0
4 or 5 False Alarms within perceeding 12 Months	\$50
6 or 7 False Alarms within perceeding 12 Months	\$75
8 or more False Alarms within perceeding 12 Months	\$100



WINDCREST TEXAS

ORDINANCE NO. 2014-719(O)

**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 15th day of September, 2014.

Alan Baxter, Mayor

ATTEST:

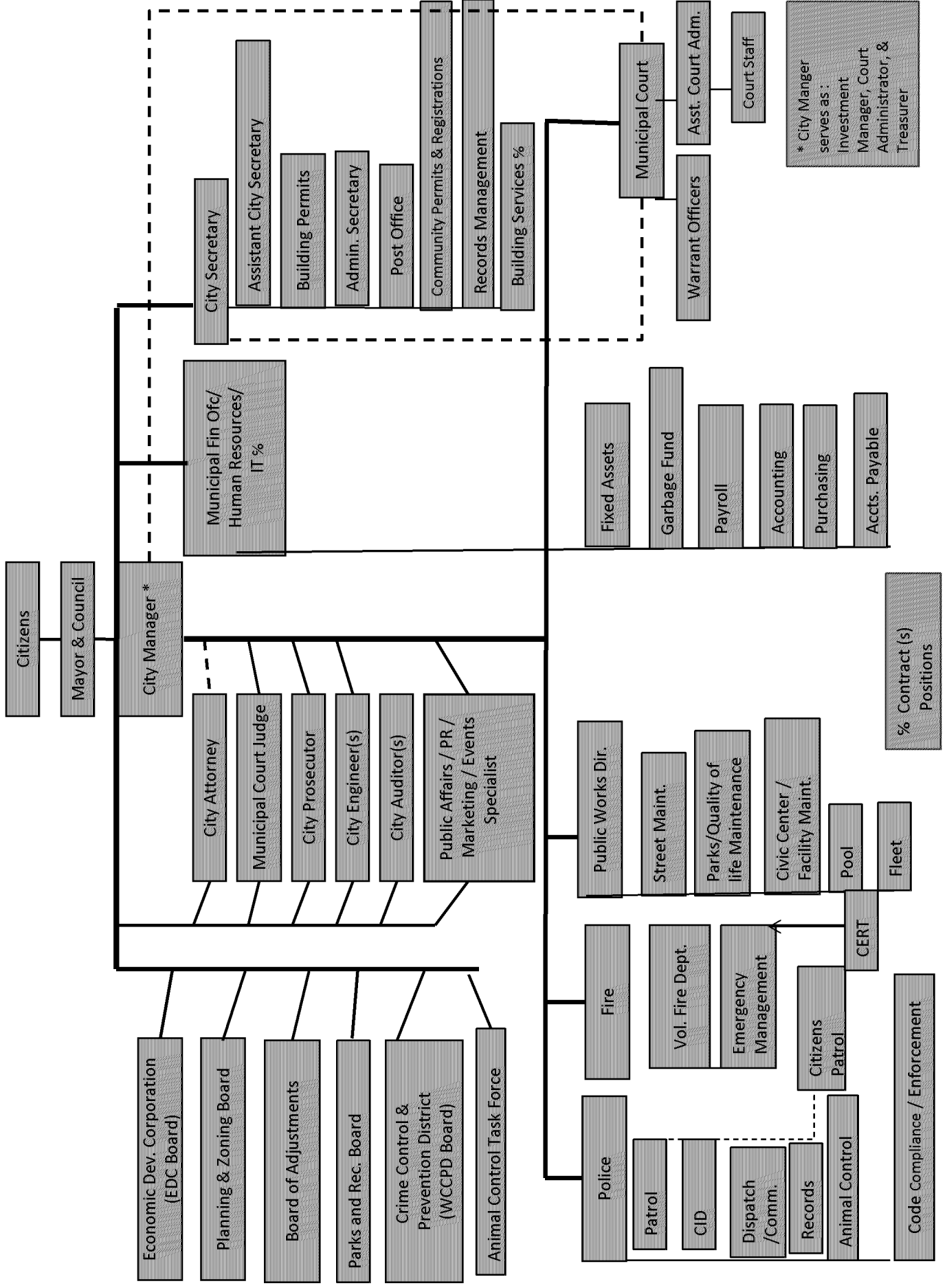
Kelly Rodriguez, City Secretary

APPROVED AS TO FORM:

Michael S. Brenan, City Attorney



City of Windcrest Organizational / Functional Chart FY 2014-2015





ORDINANCE NO. 2015-737(O)

**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 ____ day of _____, 2015.

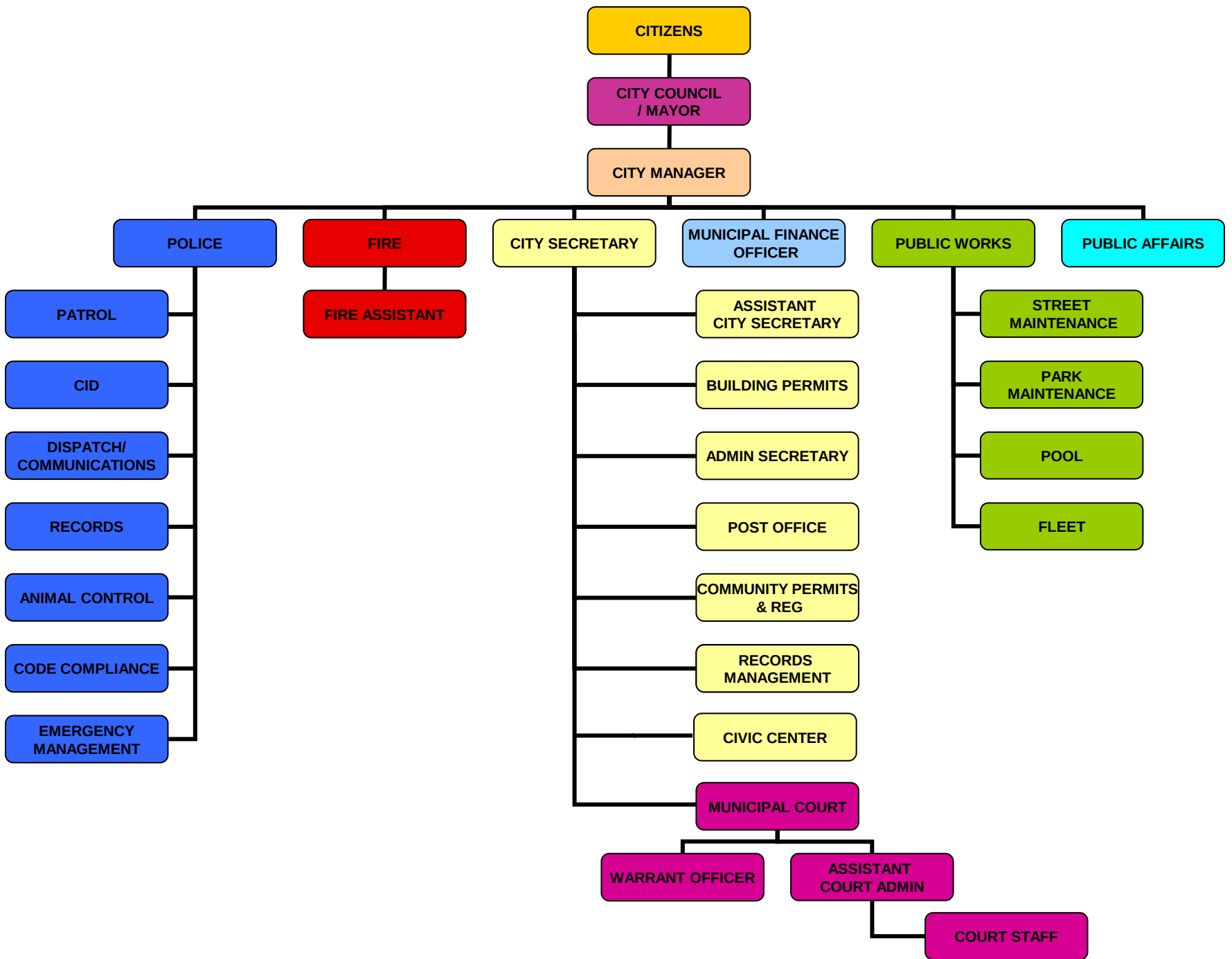
Alan Baxter, Mayor

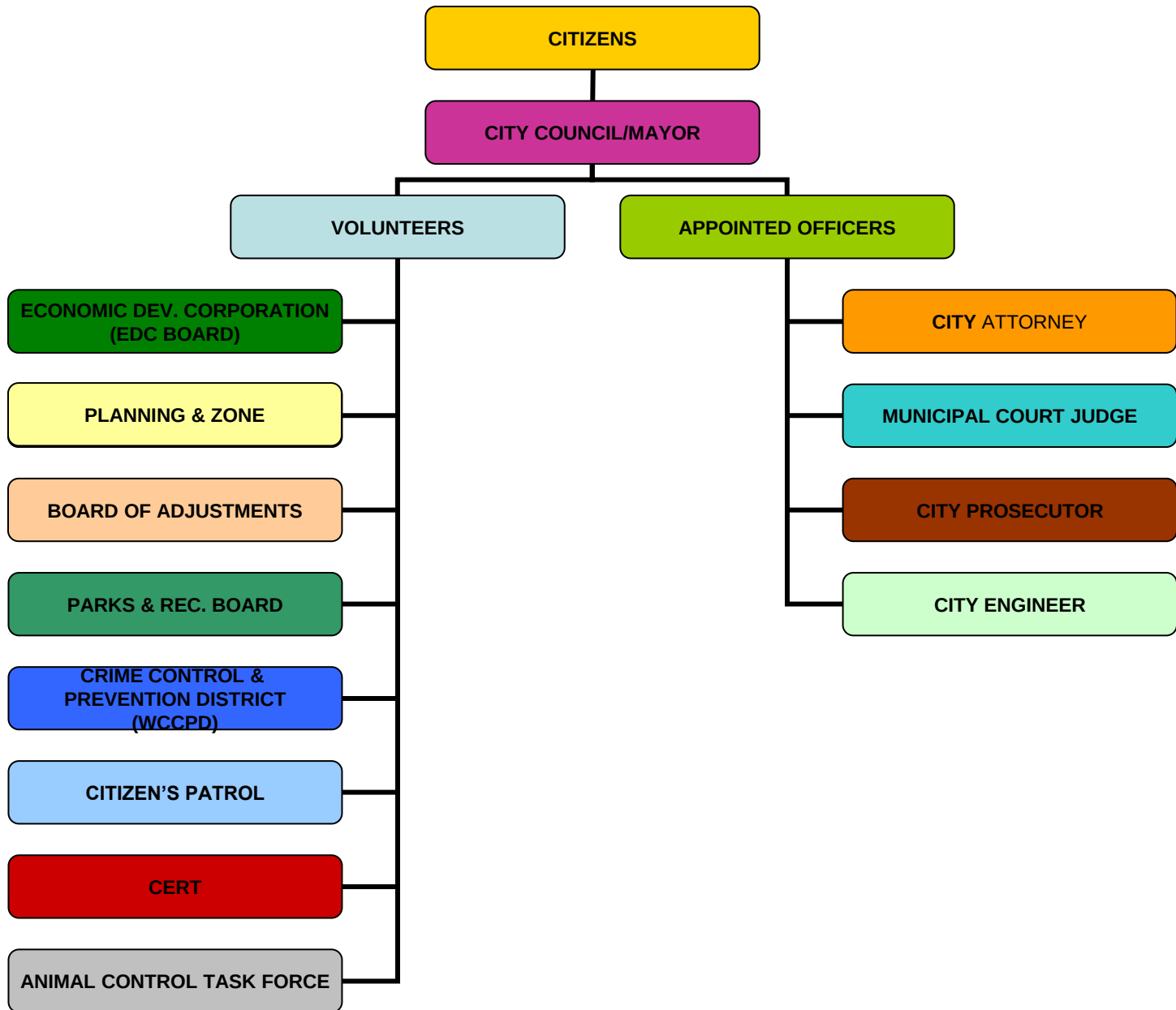
ATTEST:

Kelly Rodriguez, City Secretary

APPROVED AS TO FORM:

Michael S. Brennan, City Attorney







ORDINANCE NO. 2015-737(O)

**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 ____ day of _____, 2015.

Alan Baxter, Mayor

ATTEST:

Kelly Rodriguez, City Secretary

APPROVED AS TO FORM:

Michael S. Brenan, City Attorney

2015-737(O)

ORDINANCE NO. 618

AN ORDINANCE REPEALING ORDINANCE 593 ENACTED ON AUGUST 17, 2009 AND ADOPTING NEW RULES APPLICABLE TO THE CONDUCT OF CITY COUNCIL, CITY COMMISSION AND CITY BOARD MEETINGS INCLUDING PARLIAMENTARY AUTHORITY FOR THE CONDUCT OF SUCH MEETINGS

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WINDCREST, TEXAS that Ordinance 593 enacted on August 17, 2009, is hereby repealed.

BE IT FURTHER ORDAINED BY THE CITY COUNCIL OF THE CITY OF WINDCREST, TEXAS, that the following rules are hereby adopted for the conduct of the City Council, City Commissions and City Board meetings:

1. MEETING SCHEDULES

Regular City Council Meetings shall be held on the third Monday of the month. The first Monday of the month shall be reserved for a Special Council Meeting, which may include a workshop. Regular Economic Development Corporation meetings will be held on the second Monday of the month. Commission and Board Meetings will be held on an as needed basis.

2. PARLIAMENTARY AUTHORITY

Unless otherwise provided for by the Texas Constitution or Statutes, or the Windcrest City Charter, the current edition of Robert's Rules of Order, Newly Revised (RONR) is hereby adopted as the parliamentary authority for the conduct of all meetings. Robert's Rules of Order "Procedures for Small Boards", detailed in the 10th edition at p. 470-471 (updated as new editions are published), shall normally be followed as applicable. By the direction of the Presider or by a majority vote of the Body, RONR's formality shall increase in proportion to the need to properly handle contentious issues or larger assemblies.

3. PARLIAMENTARIAN

The Presiding Officer may employ a Professional Parliamentarian, with the approval of the body, for a single meeting or as needed.

4. TEMPORARY PRESIDER

In the absence of both Mayor and the Mayor Pro Tempore, the Council Members present shall elect a member to preside over the meeting

In the absence of both the Chairman of a Commission or Board and the Vice Chair, the Members present shall elect a Member to preside over the meeting.

5. VOTING AUTHORITY AND QUORUM

The Mayor is only permitted to vote to break a tie. Note: This expressly means that the Mayor is not permitted to cause a tie.

The Mayor Pro Tempore, or other Council Member who is presiding, may vote as a regular City Council member, even though presiding over the meeting. In the event of a tie when the Mayor Pro Tempore or other Member is presiding, the motion fails.

At meetings of City Commissions and Boards, a quorum shall be comprised of a majority of the membership of the Commission or Board and the vote of a majority of those present shall be required to pass a motion.

6. DEBATE – SPEAKING HIEARCHY

In matters of debate, the Presiding Officer at a meeting of the City Council, City Commission or City Board, in recognizing individuals to speak, will give precedence to its Council Members/Member, the City Manager, other staff members, guest presenters and citizens, in the foregoing order.

7. CITIZENS TO BE HEARD

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) minute 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:

1. a statement of specific factual information in response to an inquiry made by a member of the public or of the City Council, or
2. 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.

8. TYPES OF MEETINGS

The definition of Meeting in this Ordinance shall include Regular Meeting or Special Meeting of any Council, Commission or Board which may include a workshop, for example a budget workshop. A Workshop is a Special Meeting to accomplish a specific purpose.

9. AGENDAS

Five (5) calendar days prior to a meeting, Members shall be given a Draft Agenda, with or without attachments. The Members will be given an opportunity to make corrections or additions by the 4th day prior to the meeting. The Final Agenda, with Attachments shall be given to Members and posted on the City's website at least seventy-two (72) hours prior to meetings.

Every agenda shall include items for consideration of future agendas for Regular and Special Meetings. Any member may request the inclusion of such items at any meeting.

In addition, any Member of the City Council, City Commission or City Boards may request items to be placed on any agenda for any meeting at least seven (7) calendar days prior to the meeting.

If two (2) Members exercise their rights under Section 3.10 of the City Charter to request a Special Meeting, the Meeting agenda shall include any agenda items submitted by the two (2) members who requested the Special Meeting. The requested Meeting shall be scheduled by the City Secretary for the next convenient date at which a quorum of the City Council Members and the Council Chambers are available. This meeting date shall be not more than ten (10) calendar days from the date of the requests for a Special Meeting.

The Mayor, City Manager or Chairman of Commissions and Boards may take into consideration a request by a Member and may direct that items be placed on the agenda.

The order of the agenda may only be changed for good cause at the request of The Presiding Officer and with the approval of Members.

10. EXECUTIVE SESSIONS

Members may discuss only issues stated in the Meeting's Closed Session Agenda. To the extent feasible, the Presiding Officer, or his/her designee, may follow up each Closed Session with a report to the public regarding the subject matter and possible follow-up action to be considered by the Members of the Body.

In the event of a request that Council Members sign a Non-Disclosure or Confidentiality Agreement, a Non-Disclosure form (see Exhibit A) will be offered to the requestor, delineating the City's terms. Discussions regarding Non-Disclosure or Confidentiality Agreements will be posted for Closed Sessions. The description will include, to the extent feasible, who is requesting the Agreement and for what project. Signing an Agreement shall not take place in Closed Session. Signing of Agreements shall take place in Open Session only. The Presider will announce which Member/Members have signed the Agreement.

11. CONDUCT AT MEETINGS

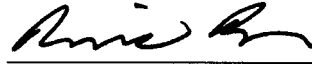
Persons in attendance at City Council, City Commission or City Board meetings must conduct themselves in a respectable manner and may be ruled out of order by the Presiding Officer if conduct becomes unruly or disruptive. The public forum of a City Council, City Commission or City Board meeting shall be used for the discussion of issues of interest to the City and shall not be used to personally attack, berate, embarrass, libel or slander any person. The Presiding Officer shall warn an unruly or disruptive individual or an individual making a personal attack on another person of such misconduct one time, and if such misconduct continues unabated, the Presiding Officer shall have the individual expelled from the meeting.

If the misconduct rises to a level of a penal offense or threatens the safety of those at the meeting, such person will be removed by a peace officer, at the direction of the Presiding Officer, and will be subject to arrest.

12. STAFF CONDUCT

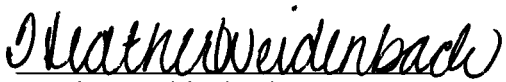
In addition to the actions constituting misconduct in the Windcrest Code of Ethics, it shall be deemed misconduct if any Windcrest Staff Member disseminates to other Windcrest employees or the public, either oral or written information from City Council Members regarding future proposed City Council actions while such proposed actions are under review by staff members prior to the official release of such information for City Council and public consideration.

PASSED AND APPROVED this 20th day of September, 2010.



Richard Bruns, Mayor

ATTEST:



Heather Weidenbach
City Secretary

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



Michael S. Brennan, City Attorney

ORDINANCE NO. 618A

AN ORDINANCE AMENDING ORDINANCE NO. 618 ADOPTED ON SEPTEMBER 20, 2010 BY REVISING SECTION 12 PERTAINING TO STAFF CONDUCT.

WHEREAS, Ordinance No. 618 pertaining to the conduct of certain city officials was adopted on September 20, 2010; and

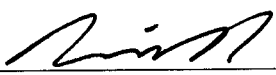
WHEREAS, it would be in the public interest to clarify Section 12 of said ordinance to provide more specific guidance to city staff members.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WINDCREST, TEXAS that Section 12 Staff Conduct of Ordinance No. 618 is amended to read as follows:

"STAFF CONDUCT

In addition to the actions constituting misconduct in the Windcrest Code of Ethics, it shall be deemed misconduct if any Windcrest staff member discloses to other Windcrest employees or the public confidential written or oral information received from City Council members regarding future proposed City Council actions while such proposed actions are being reviewed and discussed by staff members prior to the release of such information for City Council and public consideration. The sharing of information among Windcrest staff members who are or need to be privy to confidential written or oral information regarding future proposed City Council actions is not proscribed by this ordinance because thorough analysis of public issues by city staff is beneficial to the development of sound public policy."

PASSED and APPROVED this 1st day of November, 2010.



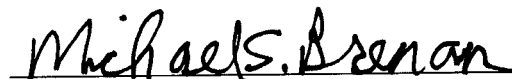
RICHARD BRUNS, MAYOR

ATTEST:



HEATHER WEIDENBACH, CITY SECRETARY

APPROVED AS TO FORM:



MICHAEL S. BRENNAN, CITY ATTORNEY



ORDINANCE NO. 618B

AN ORDINANCE REPEALING ORDINANCE 618 ENACTED ON SEPTEMBER 20, 2010 AND ORDINANCE 618A ENACTED ON NOVEMBER 1, 2010, BY UPDATING RULES APPLICABLE TO THE CONDUCT OF CITY COUNCIL, CITY COMMISSION AND CITY BOARD MEETINGS INCLUDING PARLIAMENTARY AUTHORITY FOR THE CONDUCT OF SUCH MEETINGS

WHEREAS, Ordinance 593 was enacted on August 17, 2009 applicable to the conduct of certain city meetings, which ordinance was repealed by Ordinance 618; and

WHEREAS, Ordinance 618 was enacted on September 20, 2010 applicable to the conduct of certain city meetings; and

WHEREAS, Ordinance 618A was enacted on November 1, 2010 applicable to staff conduct; and

WHEREAS, the city council desires to repeal and update the prior rules pertaining to the conduct of certain city meetings.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WINDCREST, TEXAS that Ordinances 618 and 618A are hereby repealed.

NOW THEREFORE, BE IT FURTHER ORDAINED BY THE CITY COUNCIL OF THE CITY OF WINDCREST, TEXAS, that the following rules are hereby adopted for the conduct of the City Council, city commissions and city board meetings:

1. MEETING SCHEDULES

Regular City Council Meetings shall be held on the first and third Mondays of each month at 7:00 pm in the City Council Chambers.

In the event closed sessions are needed in conjunction with a Regular City Council Meeting, the Regular City Council meeting may commence prior to 7:00 pm, provided, however, that other than convening in open meeting and retiring into closed session, no business shall be conducted or reports received by the City Council prior to 7:00 pm.

Special City Council Meetings may be called as the need arises for unpredictable or nonrecurring events and shall be held at the time and date determined by those authorized to call Special City Council Meetings in Section 3.10 of the City Charter, provided that the City Secretary shall attempt to confirm the availability of all members of the City Council for such meetings and conform the time and date to the schedules of a majority of the City Council members.

Regular Economic Development Corporation meetings shall be held on the second Monday of each month. Other commission and board meetings shall be held on an as needed basis.

2. PARLIAMENTARY AUTHORITY

Unless otherwise required by the Texas Constitution or Statutes, or the City Charter, the current edition of Robert's Rules of Order, Newly Revised (RONR), including the current edition's "Procedure for Small Boards", is hereby adopted as the parliamentary authority for the conduct of all meetings. By the direction of the Presiding Officer or by a majority vote of the Body, RONR's formality shall increase in proportion to the need to properly handle contentious issues or larger assemblies.

3. TEMPORARY PRESIDING OFFICER

In the absence of both Mayor and the Mayor Pro Tempore, the Council Members present shall elect a member to preside over the meeting

In the absence of both the Chairman of a commission or board and the Vice Chair, the Members present shall elect a Member to preside over the meeting.

4. VOTING AUTHORITY AND QUORUM

State law requires a super majority vote to effect certain actions by the City Council. Otherwise, Section 3.13A of the city charter requires the affirmative vote of three or more members of the City Council to enact any ordinance. This ordinance furthermore extends the three or more member affirmative vote requirement to all actions of the City Council, such as resolutions and other motions.

The Mayor Pro Tempore, or other Council Member who is presiding, may vote as a regular City Council member, even when presiding over the meeting. In the event of a tie when the Mayor Pro Tempore or other Member is presiding, the motion fails.

At meetings of city commissions and boards, a quorum shall be comprised of a majority of the membership of the commission or board and the vote of a majority of those present shall be required to pass a motion.

5. DEBATE –SPEAKING HIERARCHY

In matters of debate, the Presiding Officer at a meeting of the City Council, city commission or city board, in recognizing individuals to speak, will give precedence, in the following order to: its Members, the City Manager, other staff members, guest presenters and members of the public.

6. PUBLIC COMMENTS ("CITIZENS TO BE HEARD")

At all meetings members of the public may address any posted agenda item for six minutes, and may speak for a total of three minutes regarding any topics not on the posted agenda.

Public comments regarding posted agenda items shall be heard immediately after each posted agenda item has been called by the Presiding Officer but before any motion on the topic has been made or discussed by the City Council. Public comments on topics not on the posted agenda shall be heard after all other business on the agenda other than announcements and items to be considered on a future agenda. Deviation from this order (though not any exception to time limits) is permitted if approved by majority vote.

The time limits for comments by any particular individual may not be transferred to another speaker in whole or in part. The Presiding Officer will assign a Time Keeper to each meeting. The Time Keeper will maintain strict compliance with the three minute and six minute rules as required by the City Charter, stopping speakers who exceed the allotted time.

If at a meeting a member of the public or of the governmental body should inquire about a subject for which notice has not been duly provided, a City Official may, in accordance with state law and the Charter, respond with:

1. a statement of specific factual information; or
2. a recitation of existing policy.

Any deliberation of or decision about a subject of inquiry that is not a posted agenda item shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.

Any question posed by a member of the public, 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 the Presiding Officer at the earliest opportunity, if an answer is reasonably available and prudent. If the information is sensitive, staff will seek advice from the City Attorney.

7. AGENDAS

Any member of the City Council, city commission or city boards may request items to be placed on any agenda for any meeting at least seven calendar days prior to the meeting. City Council members shall be given a draft agenda at least 120 hours before a meeting, with or without attachments. The City Council members may suggest corrections to the draft agenda or removal of items until 96 hours before a meeting. The final agenda, with attachments, shall be given to City Council members and posted on the City's website at least 72 hours prior to a meeting.

Every agenda shall include items for consideration of future agendas for Regular and Special Meetings. Any member may request the inclusion of such items at any meeting.

If two (2) City Council members exercise their rights under Section 3.10 of the City Charter to request a special meeting, the meeting agenda shall include any agenda items submitted by the two (2) members who requested the special meeting.

The Presiding Officer shall attempt to preserve the order of the agenda as published. However, the Presiding Officer may also change the order of the agenda for good cause.

8. CLOSED SESSIONS

Members may discuss only issues stated in the meeting's closed session agenda. To the extent feasible, the Presiding Officer, or his/her designee, may follow up each closed session with a report

2015-618B(O)

to the public regarding the subject matter and possible follow-up action to be considered by the members of the body. A final action, decision, or vote on a matter deliberated in a closed meeting may only be made in an open meeting.

9. CONDUCT AT MEETINGS

Persons in attendance at City Council, city commission or city board meetings must conduct themselves in a respectable manner and may be ruled out of order by the Presiding Officer if conduct becomes unruly or disruptive. The public forum of a City Council, city commission or city board meeting shall be used for the discussion of issues of interest to the City and shall not be used to personally attack, berate, embarrass, libel or slander any person. The Presiding Officer shall warn an unruly or disruptive individual or an individual making a personal attack on another person of such misconduct one time, and if such misconduct continues unabated, the Presiding Officer shall have the individual expelled from the meeting, and if appropriate, refer the matter to law enforcement authorities.

10. STAFF CONDUCT

It shall be deemed misconduct if any employee of the City of Windcrest discloses to any individual confidential written or oral information received from City Council members regarding future proposed City Council actions while such proposed actions are being reviewed and discussed by staff members prior to the release of such information for public consideration. Notwithstanding the foregoing, information regarding future proposed City Council actions may be shared with employees who require such information for the purposes of facilitating City Council meetings or agendas or to conduct research relative to the future proposed City Council actions.

This ordinance shall be effective upon its adoption and the City Secretary shall cause a copy of it to be made available on the city website.

PASSED and APPROVED this ____ day of _____, 2015.

ALAN E. BAXTER, MAYOR

ATTEST:

KELLY RODRIGUEZ, CITY SECRETARY

APPROVED AS TO FORM:

MICHAEL S. BRENAN, CITY ATTORNEY



RESOLUTION NO. 2015-546(R)

A RESOLUTION ELECTING A MAYOR PRO TEMPORE

WHEREAS, Section 3.11 of the City Charter requires the election of a Mayor Pro Tempore.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WINDCREST, TEXAS that JIM SHELTON is hereby elected as Mayor Pro Tempore of the City of Windcrest and will assume said office upon taking his oath of office.

PASSED and APPROVED this ____ day of _____, 2015.

ALAN BAXTER, MAYOR

ATTEST:

KELLY RODRIGUEZ, CITY SECRETARY

APPROVED AS TO FORM:

MICHAEL S. BRENAN, CITY ATTORNEY



RESOLUTION NO. 2015-573(R)

A RESOLUTION CREATING A ROTATING SYSTEM FOR THE ELECTION OF THE MAYOR PRO TEMPORE

WHEREAS, Section 3.11 of the City Charter requires the election of a Mayor Pro Tempore by the City Council; and

WHEREAS, the City Council of the City of Windcrest finds that it would promote harmony and efficiency in the administration of the city government to create a rotating system for the annual election of the Mayor Pro Tempore.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Windcrest, Texas, that the City Council shall annually elect a new Mayor Pro Tempore at its first meeting after a regular City Council election. The position shall be filled on a rotating basis starting with the City Council member filling Place 2 for a term beginning on December 21, 2015 and ending with the election scheduled for November 8, 2016.

The position shall thereafter be filled by the City Council member from Place 3, then Place 4, then Place 5 and finally Place 1 and the term of office shall be from the first meeting after a regular City Council election until the date of the next regular City Council election. A City Council member may decline to serve as Mayor Pro Tempore and in such event the next numbered place member shall be elected as Mayor Pro Tempore.

DULY PASSED AND APPROVED, on the ____ day of _____, 2015 at a regular meeting of the City Council of the City of Windcrest, Texas, which meeting was held in compliance with the Open Meetings Act, Tex. Gov't. Code, §551.001, et. seq. at which meeting a quorum was present and voting.

Alan Baxter, Mayor

ATTEST:

Kelly Rodriguez, City Secretary

APPROVED AS TO FORM:

Michael S. Brenan, City Attorney

2015-573(R)

Fiscal Year 2015 – 2016 Budget and Plan for Municipal Services

City of Windcrest, Texas
Personnel Summary

POSITION TITLE	FY2010-11	FY2011-12	FY2012-13	FY2013-14	FY2014-15	FY2015-16
CITY MANAGEMENT						
CITY MANAGER	1.00	1.00	1.00	1.00	1.00	1.00
ASSISTANT CITY MANAGER	-	-	-	-	-	-
SUBTOTAL FTES	1.00	1.00	1.00	1.00	1.00	1.00
SPECIAL SERVICES						
# PUBLIC AFFAIRS/PR/MARKETING, EVENT SPECIALIST	-	1.00	1.00	1.00	1.00	1.00
SUBTOTAL FTES	-	1.00	1.00	1.00	1.00	1.00
ADMINISTRATION						
*** CITY SECRETARY	1.00	1.00	1.00	1.00	1.00	1.00
*** CITY SECRETARY / COURT CLERK						
ADMINISTRATIVE SECRETARY II	1.00	1.00	1.00	1.00	2.00	2.00
ADMIN RECORDS CLERK	1.00	1.00	0.50	1.00	1.00	1.00
ADMINISTRATIVE ASSISTANT	-	-	-	-	-	-
ADMINISTRATIVE ASSISTANT / ASST CITY SEC	-	-	-	-	-	-
***** BUILDING INSPECTIONS	-	1.00	1.00	1.00	1.00	1.00
SUBTOTAL FTES	3.00	4.00	3.50	5.00	5.00	5.00
COURTS / WARRANT SERVICE						
*** COURT CLERK / CITY SECRETARY	1.00	1.00	1.00	-	-	-
COURT CLERK / ASST. CITY SECRETARY	1.00	1.00	1.00	-	-	-
ASST. COURT CLERK	1.00	1.00	1.00	1.00	1.00	1.00
WARRANTS CLERK	0.50	0.50	1.00	1.00	1.00	1.00
WARRANTS CORPORAL	-	-	-	1.00	1.00	-
WARRANT OFFICER	1.00	1.00	1.50	1.00	1.00	2.00
MUNICIPAL COURT JUDGE	1.00	1.00	1.00	1.00	1.00	1.00
PROSECUTOR	1.00	1.00	1.00	1.00	1.00	1.00
SUBTOTAL FTES	6.50	6.50	7.50	6.00	6.00	6.00

*4 on payroll

ANIMAL CONTROL

ANIMAL CONTROL WARDEN
ANIMAL CONTROL OFFICER
SUBTOTAL FTEs

1.00	1.00	1.00	1.00	1.00	1.00
-	1.00	1.00	1.00	1.00	1.00
1.00	2.00	2.00	2.00	2.00	2.00

CODE COMPLIANCE

CODE COMPLIANCE OFFICER/PATROL OFFICER
SUBTOTAL FTEs

1.00	1.00	1.00	1.00	1.00	1.00
1.00	1.00	1.00	1.00	1.00	1.00

POLICE DEPARTMENTS

SUBTOTAL FTEs

28.50	28.00	31.50	32.00	33.00	33.00
-------	-------	-------	-------	-------	-------

FIRE

FIRE FIGHTER, VOLUNTEER CHIEF
FIRE DEPARTMENT ADMIN ASST (ASST CITY SECRETARY)

*** FIRE INSPECTOR

* STATION MAINTENANCE TECHNICIAN

SUBTOTAL FTEs

1.00	1.00	1.00	1.00	1.00	1.00
1.00	1.00	1.00	1.00	1.00	1.00
1.00	1.00	1.00	1.00	1.00	1.00
1.00	1.00	1.00	1.00	1.00	1.00
4.00	4.00	4.00	4.00	4.00	4.00

*3 on payroll

TAKAS PARK CIVIC CENTER

*** CIVIC CENTER COORDINATOR

ADMINISTRATIVE SECRETARY I

PUBLIC WORKS TECHNICIAN I

SUBTOTAL FTEs

-	-	-	-	-	-
1.00	2.00	2.00	2.00	2.00	2.00
1.00	2.00	2.00	2.00	2.00	2.00

FLEET MECHANIC

FLEET MECHANIC

SUBTOTAL FTEs

1.00	1.00	1.00	1.00	1.00	1.00
1.00	1.00	1.00	1.00	1.00	1.00

PUBLIC WORKS

PUBLIC WORKS DIRECTOR

MECHANIC / PW CREW CHIEF

PUBLIC WORKS TECHNICIAN I

PUBLIC WORKS TECHNICIAN II

PUBLIC WORKS TECHNICIAN III

PUBLIC WORKS TECHNICIAN IV

SUBTOTAL FTEs

1.00	1.00	1.00	1.00	1.00	1.00
1.00	1.00	1.00	1.00	1.00	1.00
6.00	5.00	5.00	5.00	5.00	5.00
-	0.50	0.50	1.00	1.00	1.00
1.00	1.00	1.00	1.00	1.00	1.00
1.00	1.00	1.00	1.00	1.00	1.00
10.00	9.50	9.50	10.00	10.00	10.00

Public Work Departments

SUBTOTAL FTEs

12.00	12.50	12.50	13.00	13.00	13.00
-------	-------	-------	-------	-------	-------

EMERGENCY MGMT / TECH SUPPORT

EMC COORDINATOR / TECHNOLOGY MANAGER

TECHNOLOGY SUPPORT

SUBTOTAL FTEs

1.00	-	-	-	-	-
0.50	-	-	-	-	-
1.50	-	-	-	-	-

100

TOTAL EMPLOYEES CITY OF WINDCREST**POOL**

CONTRACT SERVICES *****

Less WCCPD	4.00	4.00	4.00	4.00
Less EDC	1.00	1.00	1.00	1.00

*****These contract positions has allowed the City to utilize the staff on as needed basis, eliminating cost such as benefits and in some cases office space.

JOB TITLE

EDC provides 1/2 of funding as a transfer to the General Fund

Contract services indicates not a full time position.
City Secretary position split between 3 departments

NOVEMBER 20, 2015 MEETING

This is what was discussed this morning with Mayor Baxter and Rafael Castillo, City Manager.

1. The term of the lease will be for ten (10) years with our current lease agreement, of \$100.00 per / month plus water supplied to agreed areas currently served. This includes the use of the conference room and council chambers for meetings.
2. The areas to be transferred to Bexar County W.C.I.D. #10, including our current office space, are as follows:
 - A. The office currently occupied by the Permit / Fire department office (Courtney's office)
 - B. The current break area located behind the Water District office approximately 153 square feet.
 - C. The Water District would be responsible for the first \$50,000, of remodeling and the City will be responsible for the next \$9,000 of the remodel.
 - D. The City agrees to pay all Architect and Engineering fees required for this project.

This matter must be approved by the Water District Board.

Thank you,

David Wallace
General Manager
Bexar County W.C.I.D. #10



RECEIVED

11-23-15

[Signature]
City Secretary

Rec. NOV. 23, 2015 AM

[Signature]



Plan North



True North



Studio8
Architecture & Interiors

Department Renovation Plan: Option #1
City of Windcrest: BCWCID #10

Demolition Plan

1

Rafael Castillo

From: Andrew Hunt <andrew.hunt@projectcontrol.com>
Sent: Thursday, November 05, 2015 2:13 PM
To: Rafael Castillo
Subject: Status of Tenant Improvements for BCWCID #10

Rafael,

Last week the architect met again with David Wallace and Sue Alexander of the water district to review and make changes to the first draft floor plan for renovating and expanding the water districts' leased space.

Later in the week, Studio8 provided 4 options to David and Sue for their review. They selected option 3, which expands the water district space into the entire break room area.

Alpha Buildings has received the drawing for option 3 and is updating their estimate. We are planning to provide an estimate by the middle of next week to David prior to his next board meeting.

I am still expecting a cost under \$50,000.

ANDREW C. HUNT, P.E., CFM

C: 210.854.9518

O: 210.545.0008

Rafael Castillo

From: David Wallace <gmbcwcid10@gmail.com>
Sent: Monday, November 02, 2015 9:28 AM
To: Rafael Castillo
Subject: Fwd: City of Windcrest new work layout options

Look at these options... We chose # 3.

Thanks

David Wallace

On Thu, Oct 29, 2015 at 2:50 PM, David Wallace <gmbcwcid10@gmail.com> wrote:

----- Forwarded message -----

From: **Stephanie Briseno** <sbriseno@studio8architects.com>

Date: Thu, Oct 29, 2015 at 2:31 PM

Subject: City of Windcrest new work layout options

To: Andrew Hunt <andrew.hunt@projectcontrol.com>, David Wallace <gmbcwcid10@gmail.com>, Sue Alexander <salexanderbcwcid10@gmail.com>, Lyn Cruz <lcruzhexarcountywcid10@gmail.com>

Cc: Megan Moshier <mmoshier@studio8architects.com>, Richard Garrod <rgarrod@studio8architects.com>, "rcastillo@windcrest-tx.gov." <rcastillo@windcrest-tx.gov>

All,

Attached are PDF's of 4 different options. We will also have hard copies couriered over to your office.

Please review and send your feedback so that we can incorporate for pricing set to be sent out to contractor early next week.

Do not hesitate to contact us with any questions or comments

Have a good day.

Stephanie Briseño, IIDA

Studio8

Austin & San Antonio

We're on the line at [\(210\) 314.4904](tel:(210)314.4904)

Join our community on Facebook & LinkedIn

Visit: studio8architects.com

--

David Wallace
General Manager
Bexar County W.C.I.D. #10

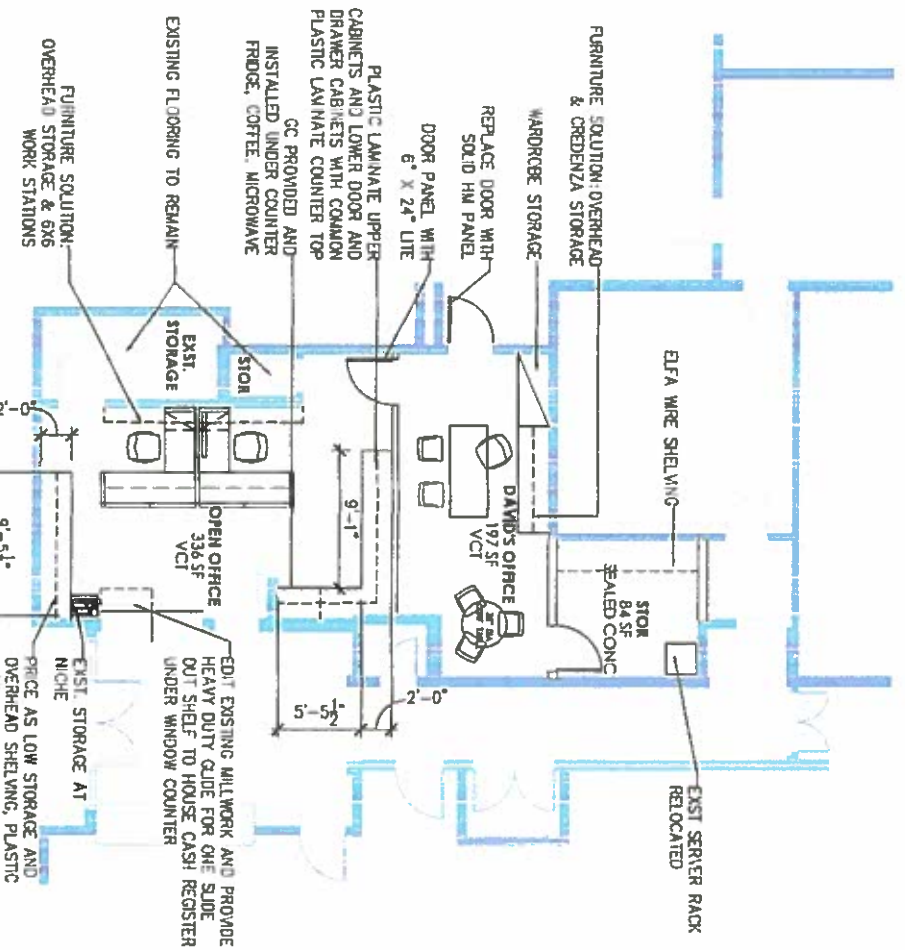
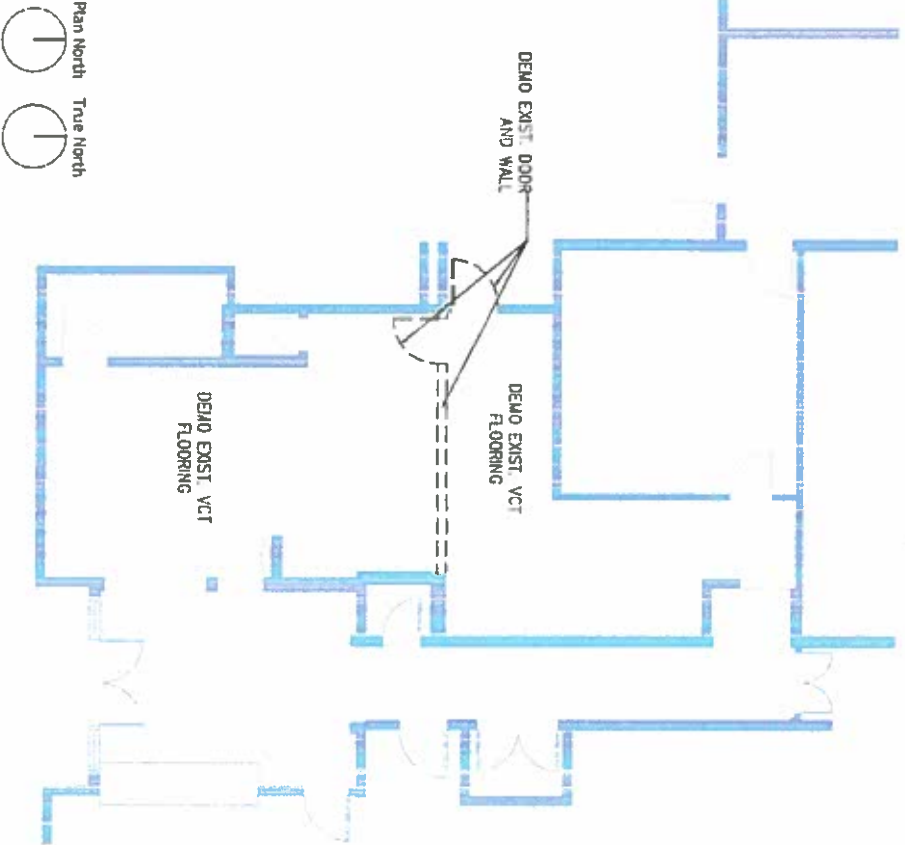
--

David Wallace
General Manager
Bexar County W.C.I.D. #10

GENERAL NOTES

1. ALL NEW PARTITIONS TO EXTEND 6" ABOVE THE GRID, TOP
2. ALL NEW PARTITIONS TO BE 3 5/8" 25 GAUGE METAL STUDS W/ BATT INSULATION
3. ALL NEW DOORS/FRAMES/HARDWARE TO BE SOLID CORE, LAMINATE, WITH HOLLOW METAL FRAME, U.N.O. COORDINATE HARDWARE WITH OWNER.
4. ALL WALLS IN AREA OF SCOPE TO RECEIVE FRESH COAT OF PNT, COLOR TBD.

5. PROVIDE NEW FLOORING AND RUBBER BASE AS INDICATED IN PLAN.
6. PROVIDE ADD ALTERNATE TO USE MARQUELUM DECOR IN LEU OF VCT
7. PROVIDE NEW 2x4 CEILING TILE BY ARWSTONG OR EQUAL, MODEL DUNE.
8. PROVIDE NEW 2x4 FLUORESCENT LIGHT FIXTURES, COORD W/ ARCH ON SPEC
9. COORDINATE WITH ARCHITECT ON POWER / DATA NEEDS FOR NEW FURNITURE, TBD



Demolition Plan

1

New Work Plan

2

CITY OF WINDCREST

RESOLUTION NO. 2012-382 (R)

A RESOLUTION OF THE CITY OF WINDCREST, TEXAS, (CITY) APPROVING THE TERMS OF AN INTERLOCAL COOPERATION CONTRACT (INTERLOCAL CONTRACT) WITH THE BEXAR COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 10 (DISTRICT) FOR THE BENEFIT OF THE CITIZENS AND RATE PAYERS IN THE COMMUNITY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE INTERLOCAL CONTRACT

WHEREAS, the Bexar County Water Control and Improvement District No. 10, a water control and improvement district, was created by the Texas State Board of Water Engineers on November 28, 1955, for the purposes of providing water and sewer services; and

WHEREAS, the City was incorporated in 1959 and adopted a home rule charter on November 6, 2007; and

WHEREAS, the City and the District agree that the terms of this Contract are in the best interest of and for the benefit of the citizens and ratepayers in the community; and

WHEREAS, the City and the District have agreed on the terms of the Interlocal Contract; and

WHEREAS, the Board of Directors of the District approved the Interlocal Contract at their meeting on July 6, 2012

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

Section 1. That all matters stated in the preamble are found to be true and correct.

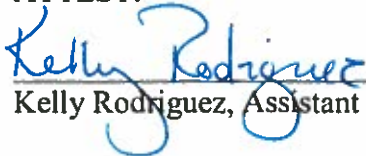
Section 2. The City Council does hereby authorize the City Manager to execute on behalf of the City Council the Interlocal Contract with the District attached hereto as Exhibit A.

PASSED AND APPROVED this 6th day of July, 2012.



Pam Dodson, Mayor Pro Tem
City of Windcrest

ATTEST:



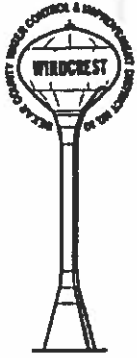
Kelly Rodriguez, Assistant City Secretary

APPROVED AS TO FORM:



Michael S. Brennan, City Attorney

Exhibit A



*Bexar County Water Control and
Improvement District #10*

8601 MIDCROWN DRIVE
WINDCREST TX 78239
(210) 655-2888
WWW.BEXARCOUNTYWCID10.COM

July 6, 2012

Mayor Alan Baxter
City of Windcrest
8601 Midcrown Drive
Windcrest, Texas 78239

Dear Mayor Baxter,

The Board of Directors approved the attached Interlocal Cooperation Contract By and Between the City of Windcrest and Bexar County Water Control and Improvement District #10 at its July 6, 2012 Special Board Meeting. The Contract is ready for the City to give its final approval.

If there are questions, please feel free to contact me.

Sincerely,


Melroy I. Brandt
President

Atch: Interlocal Cooperation Contract (2 copies)

h

INTERLOCAL COOPERATION CONTRACT

**by and between
City of Windcrest, Texas
and**

Bexar County Water Control and Improvement District Number 10

This Interlocal Cooperation Contract ("Agreement") is made and entered pursuant to the Interlocal Cooperation Act codified at Subchapter A, Chapter 791, of the Texas Government Code, by and between the City of Windcrest, Texas ("City") and the Bexar County Water Control and Improvement District Number 10 ("District"). The City and the District are jointly referred to hereinafter as the "Parties." The effective date of this agreement shall be the 16th day of July, 2012 ("Effective Date").

RECITALS

WHEREAS, the City is home rule municipality and municipal body politic incorporated in 1959; and

WHEREAS, the City's Home Rule Charter grants to the City various rights and responsibilities related to and for the purposes of government, interest, health, welfare and good order of the City and its inhabitants; and

WHEREAS, the District is a special district formed on November 28, 1955, in accordance with Article XVI, Section 59 of the Texas Constitution, and operating pursuant to Chapter 49 of the Texas Water Code; and

WHEREAS, the Order of the State of Texas creating the District establishes the purpose of the District as being responsible for and including, *inter alia*, the control, storing, preservation and distribution of its water and flood waters, for irrigation, power and all other useful purposes, to the end that the public health and welfare may be conserved and promoted, and the purity and sanitary conditions of the State's water protected, effected and restored; and

WHEREAS, the majority of the District's customers are also citizens of the City; and

WHEREAS, the City and District have coexisted and operated cooperatively since the incorporation of the City, and have engaged in the sharing resources on a mutually beneficial basis;

WHEREAS, City and District have previously entered into various formal agreements between them for the use and benefit of the City and the District; and

WHEREAS, the District and the City desire to enter into a formal, written agreement to become effective as of the Effective Date prescribed above; and

WHEREAS, the Texas Interlocal Cooperation Act authorizes the Parties, as local governments, to increase their respective efficiencies and effectiveness by contracting with one another; and

WHEREAS, each party finds that execution of this Agreement to be in its respective best interests, and the best interests of the citizens of the City and the ratepayers of the District; and

WHEREAS, the purpose of this agreement is to provide for the performance of governmental functions and services that each of the parties to this Agreement are entitled to perform individually.

NOW THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, for a good and valuable consideration, it is agreed as follows:

I.

Use and Sharing of Facilities and Equipment

- a. City hereby agrees to grant and demise unto the District the right to utilize and enjoy use of necessary space on a non-interference basis on the antenna mast located at 8601 Midcrown Drive for the District to mount one monopole antenna for the District's Supervisory Control and Data Acquisition system.
- b. District hereby agrees to grant and demise unto the City the right to utilize and enjoy necessary space on the top of the 750,000 gallon elevated storage tank located at 8540 Eaglecrest Drive as the site for its radio repeater site. City employees shall be granted unescorted access to the facility for maintenance purposes with stipulation that City employees will provide on-site surveillance of agents doing work in their behalf. City employees/agents are *prohibited* from coming in contact with potable water during the course of their activity.
- c. City and District agree to permit the other limited use of their equipment on a non-interference basis. The using party agrees to return the equipment in equal or better condition than it was received, except for reasonable wear and tear. Repairs for damages will be made at the user's expense to the satisfaction of the owner.

II.

Provision of and Payment for Water Service to City Locations, Water Supply for Fire Fighting Purposes, Payment for Wastewater Service

- a. District hereby agrees to provide water and wastewater service, at its sole cost and expense, to 421 Dalecrest and 461 Golfcrest, provided that such connections are used exclusively in connection with firefighting dormitories or operations; and also agrees to provide water, wastewater, and irrigation service to the locations shown on **Appendix 1**.

- b. District agrees, at its sole cost and expense, to provide water to the City for fighting fires and/or for training in connection with firefighting operations; provided that the City notifies the District, in writing, at least twenty-four (24) hours in advance of training events that will result in the use of water. The City's written notice required under this section shall include an estimate of the volume of water that may be used in connection with non-emergency, planned firefighting training or operations.
- c. City agrees to pay the District, at the then-applicable retail rate, for all water, wastewater, and irrigation service provided at the City swimming pool, Takas Civic Center and the Little League baseball fields.
- d. District hereby agrees to pay to the San Antonio Water System ("SAWS") all fees incurred as the result of wastewater services provided for the locations identified in Section II(a, c) of this Agreement, that enjoy wastewater service.
- e. Services to City connections other than those expressly described in Section II (a,c) hereof will be made at City's expense and City will be billed at prevailing rate applicable to that class of service. Connection charges will be in accordance with District policy for normal service request.

III. Fire Hydrants

- a. District agrees to perform repairs on those fire hydrants located in the City of Windcrest and north of Walzem Road. The District will acquire and maintain such equipment tools and expertise as are necessary to accomplish this task, and will be responsible for determining the materials needed for the repair and procurement of same.
- b. City agrees to reimburse the District within thirty (30) days after receiving a written Invoice for all materials, including replacement hydrants, utilized or procured by the District in connection with repairing fire hydrants pursuant to this Section.

IV. Repairs and Improvements

- a. **General Right of Repair and Improvement.** The District will make repairs and improvements to its water and waste water infrastructure as necessary and will notify the City of repairs as soon as practical, unless circumstances dictate otherwise.
- b. **Streets, Alley Approaches, Alley Repairs.** The District shall make repairs to streets, alley approaches and alleys damaged during the course of District maintenance, repair, or rehabilitation activities. Repairs will be performed in compliance with City standards. Said repairs will be guaranteed against defects

in workmanship or materials for two (2) years after work is completed. The City standards are attached at **Appendix 2**.

- c. Materials left over from projects performed by the Parties shall be promptly and properly stored. Unusable materials shall be disposed of in a manner consistent with city, county, state and federal regulations.

V.

Facilities for District Board Meetings

- a. The District will hold Board meetings in City's Council Chambers, but may, in its sole discretion, hold Board meetings in any location authorized by law.
- b. City, at its sole cost and expense, will provide the audio and/or video recording services needed to record the public meetings of the District's Board, held in City Council Chambers. The District agrees to coordinate with the City to have the recordings of such meetings posted and/or archived on official internet website(s) hosted by the City and/or the District.
- c. Nothing contained in this Section is intended to, or shall be construed to change the manner, time, location, notice or other requirements of the District's meetings.

VI.

Ordinance Concerning Drought Management/Critical Period Conservation

The City and the District agree to work together to develop a comprehensive Drought Management/Critical Period Ordinance (the "Drought Ordinance") that includes watering restrictions and best management practices designed to achieve the groundwater withdrawal reductions mandated by the Texas Legislature and the Edwards Aquifer Authority. The City and the District agree that it is more efficient for the District to enforce the drought policy as outlined in the Drought Ordinance and, accordingly, the City agrees to present for City Council consideration an ordinance delegating the enforcement provisions in the Drought Ordinance to the District. The City and District agree that any and all enforcement actions will be adjudicated in municipal court and any fines and fees from such enforcement actions will be collected for and delivered to the District net of any state imposed fees and a reasonable City fee related to the administrative costs of municipal court. The City and District further agree to work together to educate and inform the public about water restrictions and provide information for a public media campaign about water conservation.

VII.

Water Conservation Plan

City agrees to consider developing and adopting a written Water Conservation Plan which includes an evaluation of the City's water and wastewater use characteristics to identify water conservation opportunities and sets defined goals to be accomplished by water conservation measures. Said Water Conservation Plan shall define a strategy or

combination of strategies for reducing the consumption of water at City facilities and/or connections, reducing the loss or waste of water and/or improving or maintaining the City's efficiency in the use of water, and shall contain best management practices measures to try to meet the targets and goals identified in the plan.

VIII.

District Employee Participation in City Health Plan, Reimbursement of Premiums

- a. City agrees to provide administrative support and permit District employees to participate in the City's health care plan. City will submit a monthly invoice itemizing the premiums incurred for District employees and the District agrees to reimburse the City for all such premiums within two weeks of the City's submission.
- b. The District may terminate this Section pertaining to the City's health care plan upon written notice to the City; provided that such written notice of termination must be delivered no later than thirty (30) days prior to the commencement of the "open enrollment period" designated by the City's health benefit plan.
- c. Termination of this Section VII of this Agreement shall not effect, or otherwise work as a termination of, the remainder of this Agreement.

IX.

Elections

Election of the Board of Directors of the District. The District agrees to consider adopting a Resolution that will amend the District's Policies and Procedures concerning Board Elections. Said amendment may provide that, in addition to all those measures required by the Texas Election Code and/or other applicable law, the District will make efforts to publicize its elections and disseminate general information about elections.

X.

Term, Assignment and Notice of Default

- a. **Term.** The primary term of this Agreement will commence on the Effective Date and continue for five (5) years thereafter. Unless terminated in writing no less than sixty (60) days prior to the fifth anniversary of the Effective Date, this Agreement will automatically be extended for an additional twelve (12) months, renewable, with sixty (60) days notice, for successive twelve (12) month term.
- b. **Assignment.** This Agreement will not be assignable, in whole or in part, by either Party. Any assignment of rights or delegation of duties under this Agreement is void.
- c. **Notice to Cure and Remedies.** In the event of default by any Party, a non-defaulting Party shall give the defaulting Party written notice specifying the default

(the "Notice"). If the defaulting Party fails to cure fully any default within twenty (20) days after receipt of the Notice and thereafter to pursue diligently such cure to completion, then, the other Party will be entitled: (i) to a proper writ issued by a court of competent jurisdiction (as defined below) compelling and requiring the defaulting Party to observe and perform the covenants, obligations and conditions described in this Agreement; and (ii) to pursue all other legal or equitable remedies. The prevailing Party will be entitled to recover all expenses incurred by the prevailing Party, including reasonable attorneys' fees.

XI. Notice

Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the Party to be notified and with all charges prepaid; or (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery", addressed to the Party to be notified and with all charges prepaid; (iii) by personally delivering it to the Party, or any agent of the Party listed in this Agreement, or (iv) by facsimile with confirming copy sent by one of the other described methods of notice set forth. Notice by United States mail will be effective on the earlier of the date of receipt or three (3) days after the date of mailing. Notice given in any other manner will be effective only when received. For purposes of notice, the addresses of the Parties will, until changed as provided below, be as follows:

City: City of Windcrest, Texas
8601 Midcrown
Windcrest, Texas 78239
Attn: City Manager
Fax: (210) 655-8776

District: Bexar County Water Control & Improvement
District #10
8601 Midcrown
Windcrest, Texas 78239
Attn: General Manager
Fax: (210) 654-3888

The parties may change their respective addresses to any other address within the United States of America by giving at least five (5) days written notice to the other party. The District and the City may, by giving at least five (5) days' written notice to the Party, designate additional persons, including attorneys, to receive copies of notices under this Agreement.

XII. Miscellaneous

- a. **Payment Hereunder From Current Revenues.** The Parties agree that any and all payments to be made: (i) as the result of any obligation, right or responsibility created by this Agreement; or (ii) for the performance of any

governmental functions or services hereunder, shall be made from current revenues available to the paying party.

- b. **Authority.** City's acquisition of water and wastewater utility service under the terms of this Agreement is made pursuant to Section 8.01, Article VIII of the Windcrest Home Rule Charter, and Section 791.026(a), Texas Water Code, upon a finding that the most effective, efficient and economically feasible manner for the City to obtain a water supply is from the District by way of this Agreement.
- c. **Fulfillment of Past Rights and Obligations.** City and District agree that all rights and obligations heretofore existing between them have been fully and completely fulfilled and that neither Party has any further duties or obligations to the other concerning any prior agreements, whether written or verbal, which may exist between them.
- d. **Entire Agreement.** This Agreement contains the entire agreement of the Parties. There are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement can be amended only by written agreement signed by the Parties. This Agreement supersedes all other agreements between the Parties, whether verbal or written, concerning the subject matter. This Agreement shall bind and benefit the Parties hereto and their respective heirs, legal representatives, successors and assigns.
- e. **Severability; Waiver.**
 - (i) If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid or enforceable provision as is possible.
 - (ii) Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement will not be deemed a waiver thereof or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.
- f. **Force Majeure.** If either Party hereto is rendered unable by Force Majeure to carry out one or more of its obligations under this Agreement, then such obligations shall be suspended during the continuance of the inability caused by Force Majeure, provided that the Party claiming such inability uses reasonable diligence to resume performance at the earliest practical time. The term "Force Majeure," as used herein, shall include, without limitation of the generality thereof, (i) acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the Government of the United States or of the State of Texas or of a

Groundwater Conservation District (including but not limited to the Edwards Aquifer Authority) or of any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, arrests, restraint of government and people, civil disturbances, explosions, (ii) breakage or accidents to machinery, pipelines or facilities or contamination of water produced, and (iii) any other inability, whether similar to those enumerated or otherwise, which are not within the control of the Party claiming such inability and which such Party could not have avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the Party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demand of the opposing party or parties when such settlement is unfavorable to it in the judgment of the party having the difficulty.

- g. **Records.** Each Party agrees to keep accurate records and documentation of all of its activities pursuant to this Agreement in accordance with its respective document retention policy. Each Party shall have the right to review and copy such records of the other Party in accordance with, and subject to, the Texas Public Information Act, after first providing the other Party with at least ten (10) days prior written notice.
- h. **Applicable Law and Venue.** The interpretation, performance, enforcement and validity of this Agreement are governed by the laws of the State of Texas. Exclusive venue for all litigation concerning or arising from this agreement will be in the district courts of Bexar County, Texas, and this clause shall be deemed to be the Parties' forum and venue selection agreement.
- i. **Appendices, Headings, Construction and Counterparts.** All schedules and appendices referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument.
- j. **Mutual Drafting and Negotiation.** The Parties acknowledge that each of them have been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto.
- k. **Time.** Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.

1. **Authority for Execution.** The City certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the City's statutory authority, City Charter, and/or bylaws, and has been authorized by the governing body of the City. The District certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the District's statutory authority, Enabling/Creation Order, and/or bylaws, and has been authorized by the governing body of the District.

This agreement shall be deemed to have been executed by the Parties on the "Effective Date" first above written.

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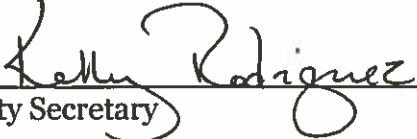
SIGNATURE PAGE TO
INTERLOCAL COOPERATION CONTRACT
by and between
City of Windcrest, Texas
and
Bexar County Water Control and Improvement District Number 10

Agreed and Approved:

CITY OF WINDCREST

BY: 
Mayor

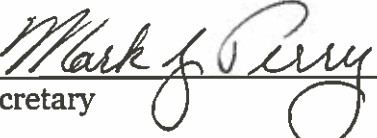
ATTEST:


City Secretary

BEXAR COUNTY WATER CONTROL AND
IMPROVEMENT DISTRICT #10

By: 
President:

ATTEST:


Secretary

LIST OF APPENDICES:

Appendix 1: Location of Utility Services Provided by District to City

Appendix 2: City Specifications for Street and Alley Repairs

APPENDIX 1

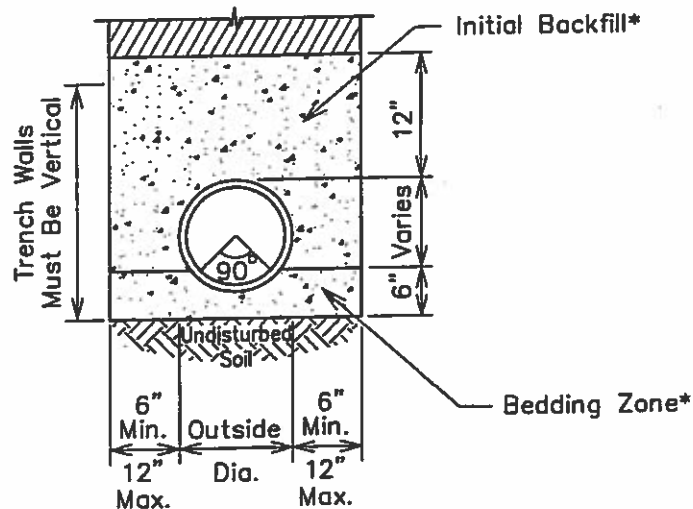
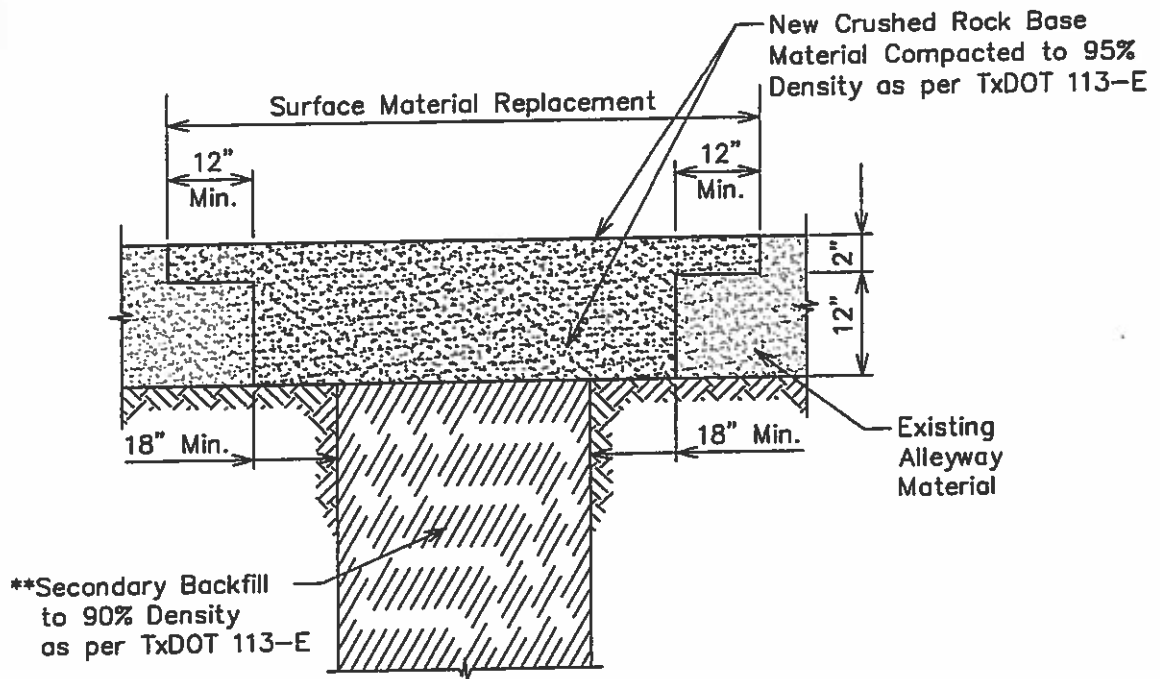
Location of Services Provided to City

Account Number	Location
1. W00010	Autumn Sunset - Open Area (Inactive Since 2001)
2. W00156	6100 Brook Falls – Open Area (Inactive Since 2001)
3. W00307	Corto Circle Island – Open Area (Inactive Since 2001)
4. W00332	6000 Crescent Falls – Open Area (Inactive Since 2001)
5. W00969	Hidden Hollow/Windrock Island (Inactive Since 2001)
6. W01811	Windgarden Circle Island (Active)
7. W02018	8300 Windway - Open Area (Active)
8. W02086	Windy Hollow – Open Area (Inactive Since 2001)
9. W05220	Fourwinds – Open Area (Active)
10. W07182	Walzem/Midcrown – Open Area (East) (Infrequent)
11. W07183	Walzem/Midcrown – Open Area (West) (Active)
12. W07190	8601 Midcrown (Fire Station Irrigation) (Active)
13. W07195	8601 Midcrown (City Hall) (Active)
14. W07196	8601 Midcrown (City Hall Irrigation) (Active)
15. oC0615	Dormitory, 421 Dalecrest (Active)
16. oC0616	Dormitory, 461 Golfcrest (Active)
17. W07220	9315 Jim Seal Drive (Maintenance Facility) (Active)

APPENDIX 2

City Specifications for Street and Alley Repairs

See Attached Two Pages



WATER AND/OR SANITARY SEWER PIPE NEW, REPAIRED OR REPLACED UNDER ALLEYWAY NOT TO SCALE

- * Bedding and Backfill Shall be in Accordance with S.A.W.S. Specifications 804.
- ** Secondary Backfill Shall be in Accordance with S.A.W.S. Specifications 804.

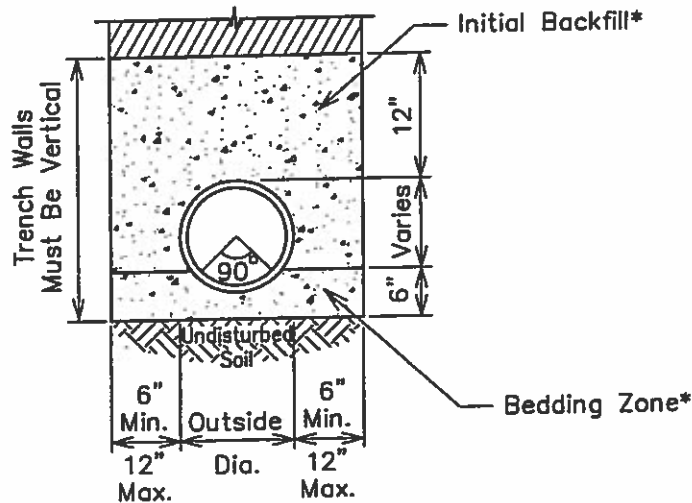
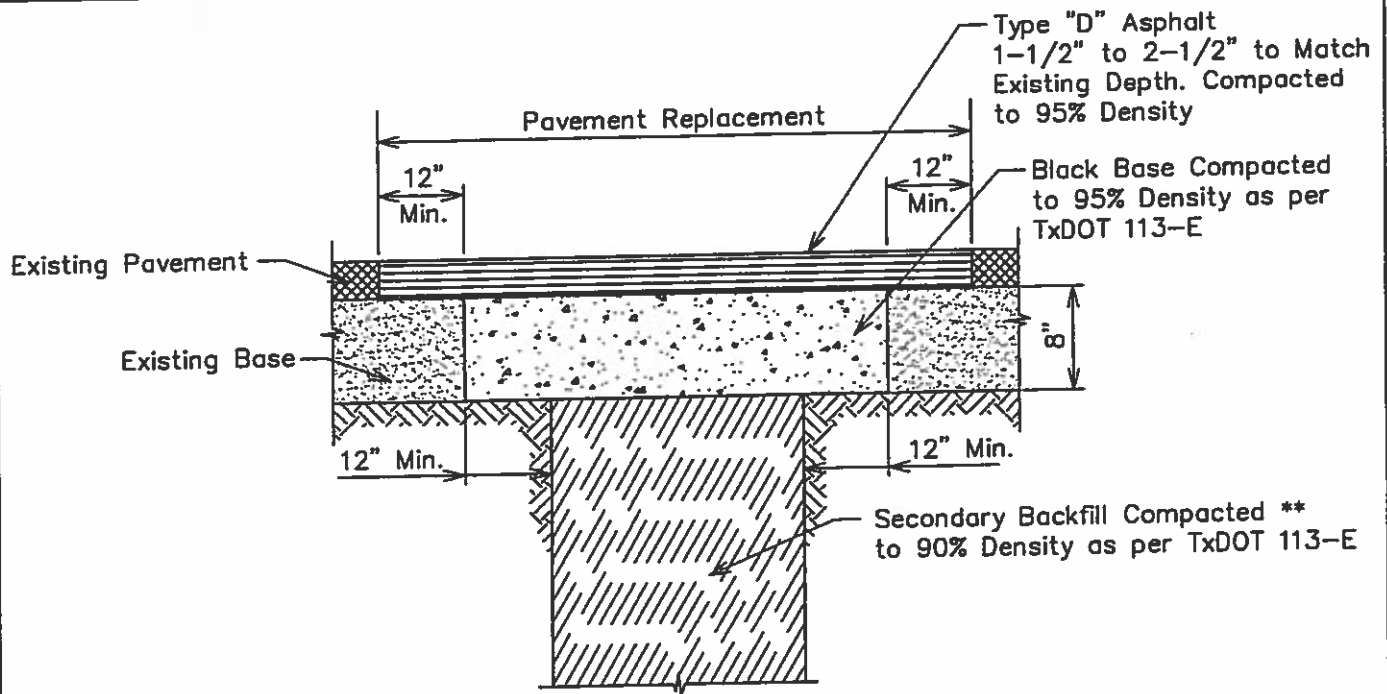
NOTE:

Areas with Extensive Erosion Due to Leaks will be Field Investigated by the City Engineer and the Limits of Repair will be Determined at that Time.

CITY OF WINDCREST
EXHIBIT

NOVEMBER 2011

SHEET 2 OF 2



WATER AND/OR SANITARY SEWER PIPE
NEW, REPAIRED OR REPLACED UNDER STREET
 NOT TO SCALE

- * Bedding and Backfill Shall be in Accordance with S.A.W.S. Specifications 804.
- ** Secondary Backfill Shall be in Accordance with S.A.W.S. Specifications 804.

NOTE:

Areas with Extensive Erosion Due to Leaks will be Field Investigated by the City Engineer and the Limits of Repair will be Determined at that Time.

CITY OF WINDCREST

EXHIBIT

NOVEMBER 2011

SHEET 1 OF 2



CITY OF WINDCREST

RESOLUTION NO. 2012-383 (R)

A RESOLUTION OF THE CITY OF WINDCREST, TEXAS, (CITY) APPROVING THE TERMS OF A LEASE AGREEMENT WITH THE BEXAR COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 10 (DISTRICT) FOR THE USE OF OFFICE SPACE AND EQUIPMENT STORAGE SPACE ON CITY OWNED PREMISES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE LEASE AGREEMENT

WHEREAS, the Bexar County Water Control and Improvement District No. 10, a water control and improvement district, was created by the Texas State Board of Water Engineers on November 28, 1955, for the purposes of providing water and sewer services; and

WHEREAS, the City was incorporated in 1959 and adopted a home rule charter on November 6, 2007; and

WHEREAS, the District has maintained administrative offices at City Hall and has housed equipment on premises owned by the City; and

WHEREAS, the City and District desire to continue this arrangement for the convenience and benefit of the ratepayers and citizens of the community; and

WHEREAS, the City and the District have agreed on the terms of the Lease Agreement; and

WHEREAS, the Board of Directors of the District approved the Lease Agreement at their meeting on June 21, 2012

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

Section 1. That all matters stated in the preamble are found to be true and correct.

Section 2. The City Council does hereby authorize the City Manager to execute on behalf of the City Council the Lease Agreement with the District attached hereto as Exhibit A.

PASSED AND APPROVED this 16th day of July, 2012.



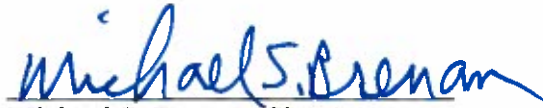
Pam Dodson, Mayor Pro Tem
City of Windcrest

ATTEST:



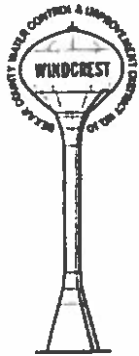
Kelly Rodriguez, Assistant City Secretary

APPROVED AS TO FORM:



Michael S. Brenan, City Attorney

Exhibit A



Bexar County Water Control and Improvement District #10

8601 MIDCROWN DRIVE
WINDCREST TX 78239
(210) 655-2888
WWW.BEXARCOUNTYWCID10.COM

June 27, 2012

Mayor Alan Baxter
City of Windcrest
8601 Midcrown Drive
Windcrest, Texas 78239

Dear Mayor Baxter,

The Board of Directors approved the attached Lease Agreement By and Between the City of Windcrest and Bexar County Water Control and Improvement District #10 at its June 21, 2012 Regular Meeting. The Lease is ready for the City to give its final approval.

The Board requested that our attorney make several minor changes to the Interlocal agreement. Within the next couple of days, he should be forwarding the revised agreement to the City's attorney.

If there are questions, please feel free to contact me.

Sincerely,


Melroy I. Brandt
President

Atch: Lease Agreement (2 copies)

**Lease Agreement
By and between
City of Windcrest, Texas
and
Bexar County Water Control and Improvement District Number 10**

This Lease Agreement ("Agreement") is made and entered by and between the City of Windcrest, Texas ("City"), as "Landlord," and the Bexar County Water Control and Improvement District Number 10 ("District"), as "Tenant," on this 16th day of July, 2012. The City and the District are jointly referred to hereinafter as the "Parties."

RECITALS

WHEREAS, the City is home rule municipality and municipal body politic incorporated in 1959; and

WHEREAS, the District is a special district formed on November 28, 1955, in accordance with Article XVI § 59 of the Texas Constitution, and operating pursuant to Chapter 49 of the Texas Water Code; and

WHEREAS, the City and District have co-existed and operated cooperatively since the incorporation of the City, and have engaged in the sharing of resources on a mutually-beneficial basis; and

WHEREAS, the District currently houses its office operations and equipment in premises owned by the City; and

WHEREAS, City and District each desire that the District continues to conduct its operations in premises owned by the City under mutually-agreeable, written terms; and

WHEREAS, the Parties each find executing of this Lease Agreement to be in their respective best interests, and the best interests of the citizens of the City and the ratepayers of the District;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, for good and valuable consideration, it is agreed as follows:

{THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK}

Article I. Basic Lease Terms

Landlord: City of Windcrest, Texas

Landlord's Address: 8601 Midcrown
Windcrest, Texas 78239
Attn: City Manager
Fax: 210-655-8776

Tenant: Bexar County Water Control & Improvement District #10

Tenant's Address: 8601 Midcrown
Windcrest, Texas 78239
Attn: General Manager
Fax: (210) 654-3888

Primary Term: 60 months, commencing on August 1, 2012 ("Commencement Date") and ending at 11:59 p.m. on July 31, 2017 ("Termination Date") subject to the "Termination Grace Period" provided in Article V hereof.

Automatic renewal/ Extended Term:

Unless terminated in writing not less than sixty (60) days prior to the fifth anniversary of the Commencement Date, this Agreement will automatically be extended for an additional term of twelve (12) months ("Extended Term") beginning on the calendar day following the Termination Date and thereafter shall be extended for successive twelve (12) month terms unless terminated by giving notice not less than sixty (60) days prior to the expiration of the term; subject to the "Termination Grace Period" provided in Article V hereof.

Base Rent (monthly): \$100.00

Security Deposit: NONE

Permitted Use of **Premises "A"**: General office space for administration and management of a water utility, and all functions pertinent and incidental thereto, including file storage, and housing of computerized data.

Permitted Use of **Premises "B"**: Maintenance facility, equipment and materials storage, motor pool and general shop operations

pertinent to the production and delivery of retail water service.

Article II. Demised Premises

Premises "A"

Approximate square feet: 380 ft.²

Name of Building: City Hall

Street address/ suite: 8601 Midcrown

City, state, zip: Windcrest, TX 78239

***"Premises A"** is more fully described and depicted in the attached **"Attachment 1."**

Premises "B"

Description of space: Three (3) rooms situated in the south east portion of the maintenance building; One (1) inside parking bay -- distinguishing feature is pit in the floor; Three (3) covered parking bays; Approximately ½ covered parking bay; Four parking spaces in the parking lot.

Name of Building: City Maintenance Facility

Street address/ suite: 9326 Jim Seal Drive

City, state, zip: Windcrest, TX 78239

***"Premises B"** is more fully described and depicted as shaded spaces in the attached **"Attachment 2."**

Article III. Definitions

"Normal Operating Hours" means 8:00 A.M. to 5:00 P.M. Monday through Friday, except holidays.

"Common Areas" means all facilities and areas of the Premises and associated parking facilities and the related land that are intended and designated by Landlord from time to time for the common, general, and nonexclusive use of all occupants of the Premises. The term "Common Areas" includes, without limitation, kitchen and restroom facilities.

“Essential Services” means the following services: (a) air-conditioning and heating to the Premises reasonable for the Permitted Use (inclusive of air-conditioning and heating) during Normal Operating Hours and at such other times as Landlord and Tenant may agree on; (b) hot and cold water for lavatory and drinking purposes; (c) electricity and outlets for normal office machines and standard lighting reasonable for the Permitted Use; (d) communications demarcation points and outlets (including for telephone, fax, modem, server and router); and (e) access to conference areas for its regularly scheduled and special meetings.

“Injury” means (a) harm to or impairment or loss of property or its use, (b) harm to or death of a person, or (c) “personal and advertising injury” as defined in the form of liability insurance Tenant is required to maintain.

“Landlord” means the City of Windcrest, Texas and its agents, employees, invitees, licensees, or visitors.

“Parking Facility” means all surface lots or other areas designated for parking by occupants of the Premises.

“Rent” means Base Rent payable by Tenant to Landlord.

“Tenant” means Bexar County Water Control & Improvement District #10 and its agents, contractors, employees, invitees, licensees, or visitors.

Article IV. Clauses and Covenants

A. Tenant agrees to—

1. Lease the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date and for any Extended Term hereof.

2. Accept “**Premises A**” and “**Premises B**” in their present condition “AS IS,” the Premises being currently suitable for the Permitted Use.

3. Obey (a) all applicable laws relating to the use, condition, and occupancy of the Premises; and (b) any requirements imposed by utility companies serving or insurance companies covering the Premises.

4. Pay rent to the Landlord monthly, in advance, on the first day of the month, at Landlord’s Address.

5. Repair, replace, and maintain any part of the Premises that Landlord is not obligated to repair, replace, or maintain, normal wear excepted.

6. Submit in writing to Landlord any request for repairs, replacement, and maintenance that are the obligations of Landlord.

7. Vacate the Premises and return all keys to the Premises on the last day of the Term, or any extended Term.

B. Tenant agrees not to—

1. Use the Premises for any purpose other than the Permitted Use.

2. Create a nuisance.

3. Interfere with Landlord's, or any other tenant's normal business operations, or Landlord's management of the Building.

4. Permit any waste.

5. Use the Premises in any way that would increase insurance premiums or void insurance on the Building.

6. Change Landlord's lock system; provided, however Tenant is expressly authorized to, in its sole discretion, change the lock and key for "Premises A"

7. Alter the Premises.

8. Allow a lien to be placed on the Premises.

9. Assign this lease or sublease any portion of the Premises without Landlord's written consent.

C. Landlord agrees to—

1. Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

2. Obey all applicable laws with respect to Landlord's operation of the Building and Common Areas.

3. Provide the Essential Services.

4. Provide Tenant with quiet enjoyment of the Premises.

5. Repair, replace, and maintain the (a) roof, (b) foundation, (c) Common

Areas to include restroom and kitchen facilities, (d) structural soundness of the exterior walls, doors, corridors, and windows, and (e) other structures or equipment serving the Premises.

6. Install, at Landlord's expense, an electrical/power circuit separately metered, and dedicated exclusively for use by Tenant at ***Premises A***.

D. Landlord agrees not to—

1. Interfere with Tenant's possession of the Premises as long as Tenant is not in default.
2. Interfere with Tenant's normal business operations.

E. Landlord and Tenant agree to the following:

1. ***Alterations and Improvements to the Leased Premises.***

a. **Tenant Improvements.** Tenant may, in its sole discretion, make any alterations, or improvements in or to "Premises A;" provided however, that any alterations, physical additions, improvements, and fixtures, including but not limited to trade fixtures, added to or installed by either party hereto shall remain upon and be surrendered with the Premises and become the property of Landlord upon the expiration or earlier termination of this Lease without credit to Tenant. This clause shall not apply to moveable equipment, furniture or moveable trade fixtures owned by Tenant, which may be removed by Tenant at the end of the term of this Lease. Tenant shall not have authority or power, express or implied, to create or cause any mechanic's or material men's lien, charge or encumbrance of any kind against the Premises.

b. **No Construction or Improvements to "*Premises B*."** Tenant may not make any alterations, or improvements in or to "Premises B," without the express written consent of Landlord.

2. ***Tenant's use and Parking.*** Tenant, and its employees and customers, and when duly authorized pursuant to the provisions of this Lease, its licensees and customers, shall have the non-exclusive right to use the Common Area, including surface parking lot(s), as constituted from time to time and such use is to be in common with the Landlord, other tenants in the City Hall and other persons permitted by Landlord to use the same, and subject to such reasonable rules and regulations governing use as Landlord may from time to time prescribe.

3. Insurance. Landlord shall provide fire and extended coverage insurance for the improvements on the Premises. Landlord and Tenant shall each maintain general public liability insurance for damage to property and injury or death to persons arising out of and in connection with the use of the Premises. The general liability insurance furnished by each party shall be at least \$1,000,000.00. Each party may maintain contents coverage as desired by the respective parties.

4. Release of Claims/Subrogation. LANDLORD AND TENANT RELEASE EACH OTHER FROM ALL CLAIMS OR LIABILITIES FOR DAMAGE TO THE PREMISES OR CITY HALL, DAMAGE TO OR LOSS OF PERSONAL PROPERTY WITHIN THE CITY HALL, AND LOSS OF BUSINESS OR REVENUES THAT ARE COVERED BY THE RELEASING PARTY'S PROPERTY INSURANCE OR THAT WOULD HAVE BEEN COVERED BY THE REQUIRED INSURANCE IF THE PARTY FAILS TO MAINTAIN THE PROPERTY COVERAGES REQUIRED BY THIS LEASE. THE PARTY INCURRING THE DAMAGE OR LOSS WILL BE RESPONSIBLE FOR ANY DEDUCTIBLE OR SELF-INSURED RETENTION UNDER ITS PROPERTY INSURANCE. LANDLORD AND TENANT WILL NOTIFY THE ISSUING PROPERTY INSURANCE COMPANIES OF THE RELEASE SET FORTH IN THIS PARAGRAPH AND WILL HAVE THE PROPERTY INSURANCE POLICIES ENDORSED, IF NECESSARY, TO PREVENT INVALIDATION OF COVERAGE. THIS RELEASE WILL NOT APPLY IF IT INVALIDATES THE PROPERTY INSURANCE COVERAGE OF THE RELEASING PARTY. THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF THE RELEASED PARTY BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASED PARTY.

5. Casualty/Total or Partial Destruction

- a. If the Premises are damaged by casualty and can be restored within ninety days, Landlord will, at its expense, restore the roof, foundation, Common Areas, and structural soundness of the exterior walls of the Premises and any leasehold improvements within the Premises that are not within Tenant's Rebuilding Obligations to substantially the same condition that existed before the casualty and Tenant will, at its expense, replace any of its damaged furniture, fixtures, and personal property and restore any leasehold improvements that are within Tenant's Rebuilding Obligations. If Landlord fails to complete the portion of the restoration for which Landlord is responsible within ninety days from the date of written notification by Tenant to Landlord of the casualty, Tenant may terminate this lease by written notice delivered to Landlord before Landlord completes Landlord's restoration obligations.
- b. If the Premises cannot be restored within ninety days, Landlord has an option to restore the Premises. If Landlord chooses not to restore, this lease will terminate. If Landlord chooses to restore,

Landlord will notify Tenant of the estimated time to restore and give Tenant an option to terminate this lease by notifying Landlord within ten days. If Tenant does not terminate this lease, the lease will continue and Landlord will restore the Premises as provided in a. above.

- c. To the extent the Premises are untenable after the casualty, the Rent will be adjusted as may be fair and reasonable.

6. **Default by Landlord/Events.** An event of default by Landlord includes the failure to comply with any provision of this lease within thirty days after written notice or failing to provide Essential Services to Tenant within ten days after written notice.

7. **Default by Landlord/Tenant's Remedies.** Tenant's remedies for Landlord's default are to sue for damages and, if Landlord does not provide an Essential Service within ten days after default, terminate this lease.

8. **Default by Tenant/Events.** An event of default by Tenant (a) includes the failure to pay timely Rent, (b) abandoning or vacating a substantial portion of the Premises without paying rent, or (c) failure to comply within ten days after written notice with any provision of this lease other than the defaults set forth in (a) and (b) above.

9. **Default by Tenant/Landlord's Remedies.** Landlord's remedies for Tenant's default are to terminate this lease by written notice and sue for damages, which shall be limited to rents due for the term of this lease, subject to Landlord's obligation to mitigate its damages.

10. **Default/Waiver/Mitigation.** It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease or provided by applicable law. Landlord and Tenant have a duty to mitigate damages.

11. **Holdover.** Strictly subject to Article V hereof, if Tenant does not vacate the Premises following termination of this lease, Tenant will become a tenant at will and must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term.

Article V. Termination Grace Period

1. Landlord and Tenant agree that Tenant shall retain a continued right to occupy and utilize "**Premises B**" in conformance with the Permitted Use for a period of 180 days following the date of termination and/or expiration of this Lease

("Termination Grace Period"), irrespective of whether such termination or expiration of this Lease results from the occurrence of the Termination Date, or other act or occurrence.

2. Article V shall survive termination and/or expiration of this Lease, and any termination of the remainder of this Lease shall not effect or otherwise work as a termination of this Article.

Article VI. Miscellaneous

1. ***Alternative Dispute Resolution.*** Landlord and Tenant agree to mediate in good faith before filing a suit for damages.

2. ***Attorney's Fees.*** If either party retains an attorney to enforce this lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court costs.

3. ***Venue.*** Exclusive venue will be in the state district courts of Bexar County, Texas, and this clause shall be deemed to be the Parties' forum and venue selection agreement.

4. ***Entire Agreement.*** This lease, together with Attachments 1 and 2 comprise the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this lease or to any expressly mentioned exhibits and riders not incorporated in writing in this lease.

5. ***Amendment of Lease.*** This lease may be amended only by an instrument in writing signed by Landlord and Tenant.

6. ***Notices.*** Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, or facsimile transmission and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

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EXECUTION PAGE TO LEASE AGREEMENT

**By and between
City of Windcrest, Texas
and**

Bexar County Water Control and Improvement District Number 10

Landlord:

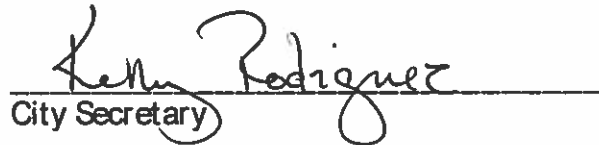
CITY OF WINDCREST

BY:



Mayor

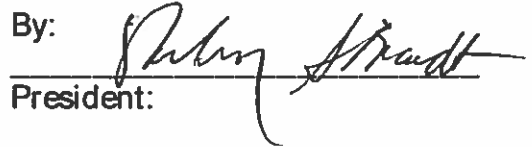
ATTEST:


City Secretary

Tenant:

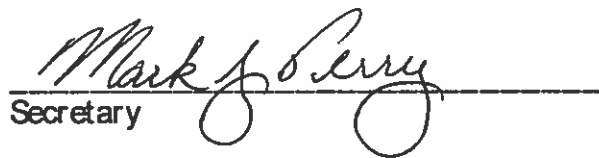
BEXAR COUNTY WATER
CONTROL & IMPROVEMENT
DISTRICT #10

By:

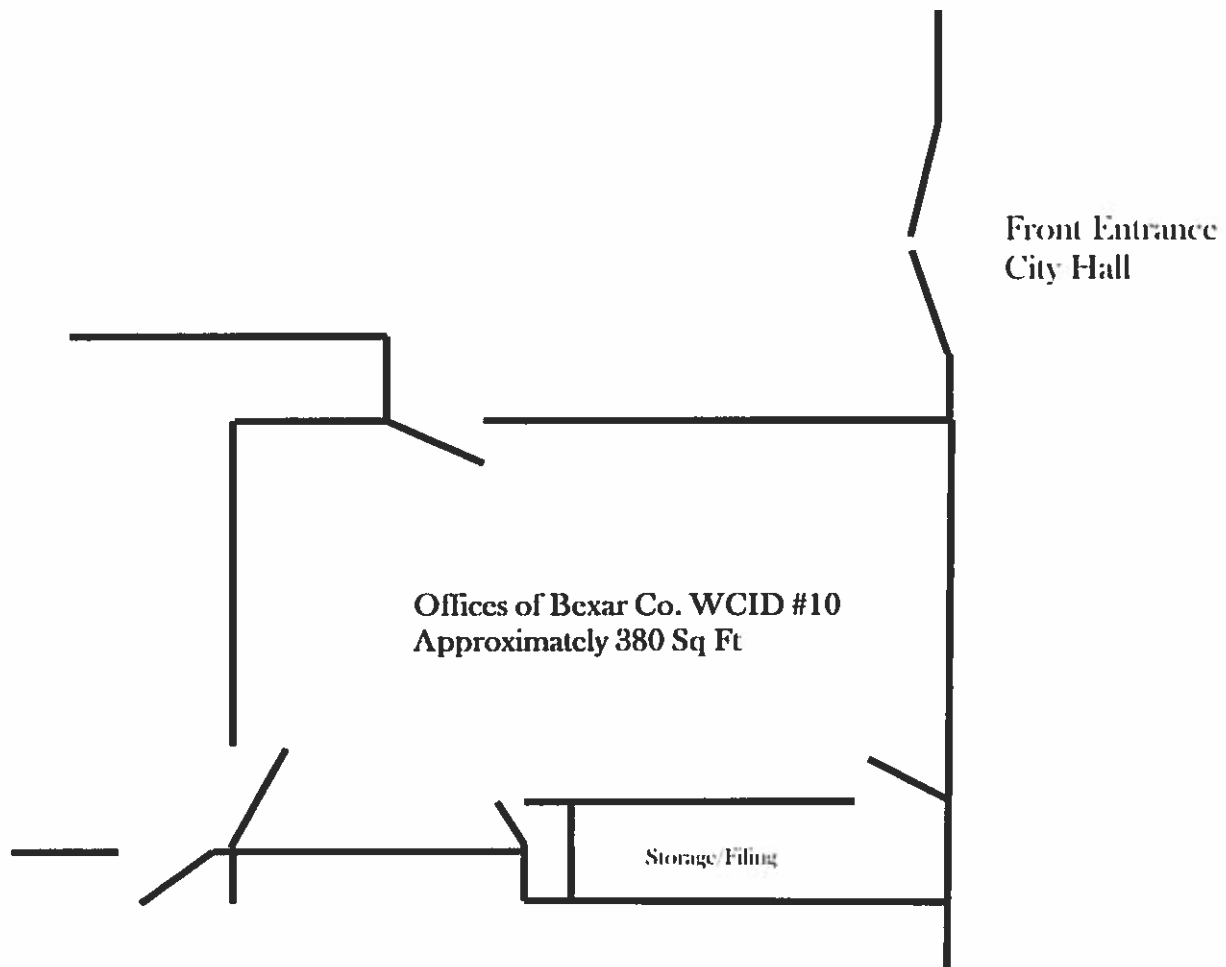


President:

ATTEST:


Secretary

Attachment 1
Improvements Occupied by Tenant Within
Windcrest City Hall ("Premises A")



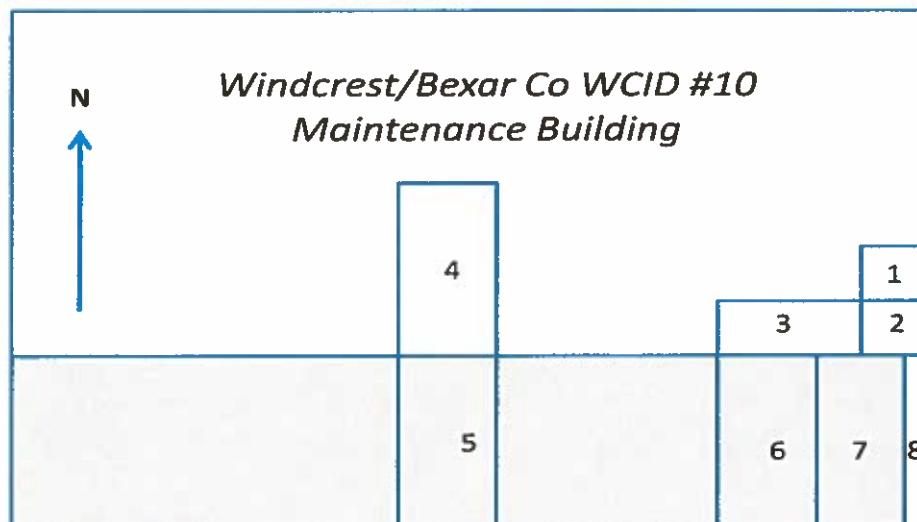
**Note: This Floor Plan is NOT
To Scale. Locations are Approximate
And are Only Meant to Show Relative Location
Within City Hall.**

ATTACHMENT 2

Improvements occupied by Tenant within “Premises B”

Note: The drawing below is not to scale. It is only used to show the relative location of the spaces discussed below.

1. Three rooms situated in the south east portion of the maintenance building for use as office for field supervisor (1), a room for bench stock inventory (2), and a workshop (3).
2. One inside parking bay (4) for the District’s sewer cleaning truck. Distinguishing feature is pit in the floor.
3. Three covered parking bays, one immediately outside the inside bay where the sewer cleaning machine (5) is parked and two at the eastern end of the covered parking area (6 and 7).
4. Approximately ½ covered parking bay at extreme eastern end of the covered bay (8) to be used as a storage area for equipment and supplies that don’t have to be inside, but need to be protected.
5. Four parking spaces in the parking lot to park miscellaneous District equipment (trailer, vehicles, backhoe, etc.)



Note: This picture is not to scale. It only shows relative location of spaces identified above.