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**CITY OF WINDCREST ECONOMIC DEVELOPMENT CORPORATION
BOARD OF DIRECTORS**

Regular Meeting

**November 10, 2020
5:30 P.M.**

Windcrest City Hall

NOTICE IS HEREBY GIVEN THAT A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE WINDCREST ECONOMIC DEVELOPMENT CORPORATION (WEDC) WILL BE HELD AT WINDCREST CITY HALL, 8601 MIDCROWN, WINDCREST, TEXAS ON THE 10TH DAY OF NOVEMBER, 2020 STARTING AT 5:30 P.M. DURING THE MEETING, THE BOARD WILL CONSIDER, DELIBERATE AND MAY TAKE ACTION UPON ANY OF THE SUBJECTS LISTED BELOW.

Vision Statement: Nourish and develop a vibrant community that consistently pushes the limits.

Mission Statement: Facilitate interaction between business, city and other community organizations to nourish the economic health and well-being of Windcrest, its citizens and the region.

Request all pagers and cell phones be turned off, except emergency on-call personnel. Citizens are asked to refrain from talking during proceedings unless recognized by the Presiding Officer.

CITIZEN COMMUNICATION: AS A COURTESY TO CITIZENS IN ATTENDANCE, AND AT THE DISCRETION OF THE PRESIDING OFFICER OF THE MEETING, CITIZENS WILL BE GIVEN A REASONABLE OPPORTUNITY TO STATE THEIR COMMENTS OR ASK QUESTIONS REGARDING ANY ITEM ON THE AGENDA, AND PRIOR TO THE BOARD TAKING ACTION ON ANY ACTION ITEMS LISTED. THE BOARD REQUESTS COMMENTS BE BRIEF, TO THE POINT, AND NO LONGER THAN 5 MINUTES. TIME CANNOT BE YIELDED TO ANOTHER SPEAKER. PLEASE NOTE THAT THE BOARD MAY NOT BE PERMITTED TO RESPOND TO QUESTIONS OR COMMENTS.

Items will not necessarily be discussed or considered in the order they are printed on the agenda below. If, during the course of the meeting, discussion of any item on the agenda should be held in an executive or closed session, the Board will convene in such executive or closed session as permitted by and in accordance with Texas Government Code Chapters 551 and 551.

Consistent with Windcrest City Council Resolution No. 292, the WEDC Board elects to audio and video record its meetings. The recordings are preserved electronically as the official minutes of its meetings.

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I. Call To Order

1. Determination of a Quorum
2. Pledge of Allegiance
3. Prayer
4. Vote to consider the excuse of absent board member(s), if applicable

II. Visitors/Presentations

1. Executive Directors Report regarding Economic Development Activities.

III. Citizens to be Heard

1. Members of the public may sign up to provide public comments to the Board in accordance with Board and City ordinance and policy.

NOTE: Citizens may address the WEDC on topics not on the agenda for no more than three (3) minutes. Only a maximum of four (4) members of the public will be permitted in the City Council Chambers at a time. All attendees will be required to be screened for present signs of COVID-19 prior to entering City Hall. Four (4) hours prior to the meeting, an email to the WEDC Coordinator at knelson@windcrest-tx.gov is required to be added to the attendee list to ensure proper physical distancing seating inside and outside City Council Chambers. An email statement may be sent to the WEDC Coordinator at knelson@windcrest-tx.gov to be read into the meeting to the WEDC Board.

IV. Discuss and Act

1. New Shared Services Agreement
2. Purchase of Laptop Computer
3. Renewal of Notary Public Commission for Staff
4. FY 2021 Budget (New Format)

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V. Executive Session

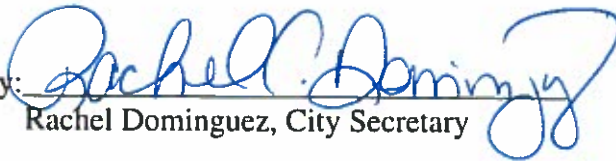
1. Govt. Code 551.072, 551.071, 551.087 Consultation with Legal Counsel regarding real estate transactions, discussion regarding purchase, lease or exchange of real property within City of Windcrest, and economic development/redevelopment of property.
2. Update on Windcrest Senior Village, Charter School, YMCA and Rackspace MEIA and RFP and Walmart Building/Goodwill Prospect.

VI. Resume Open Session: Consider and take possible action on matters discussed in executive session, potential purchase of real property and economic incentives request.

VII. General Announcements and Future Agenda Items Requested

VIII. Adjournment

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the Board of Directors of the WEDC is a true and correct copy of said Notice and I posted a true and correct copy of said Notice on the bulletin board at the Windcrest City Hall in a convenient place to the public. Said Notice was posted 72 hours prior to the 10th day of November, 2020.

By: 
Rachel Dominguez, City Secretary

SHARED SERVICE AGREEMENT BETWEEN CITY OF WINDCREST AND WINDCREST ECONOMIC DEVELOPMENT CORPORATION.

THE STATE OF TEXAS COUNTY OF BEXAR

KNOWN ALL MEN BY THESE PRESENTS:

THIS AGREEMENT, executed the __ day of _____, 2020 ("Day of Execution"), by and between the CITY OF WINDCREST, a municipal corporation, acting by and through its City Council, situated in Bexar County, Texas (hereinafter referred to as "City"), and the City of Windcrest Economic Development Corporation (hereinafter referred to as "WEDC") acting by and through its President of the Board as follows:

WHEREAS the City strategically organized the WEDC pursuant to state law to advance, support and promote business and economic development interests of the City and its constituents;

WHEREAS the City and WEDC are unified in the promotion of Windcrest and to take appropriate actions to efficiently sustain both City and WEDC operations; and

WHEREAS this Shared Services Agreement provides for the efficient operations of WEDC, thereby permitting the WEDC's resources to be focused on its primary mission of economic development for the City.

NOW THEREFORE, the City and WEDC do agree to the following terms of this Agreement:

I. SERVICES AND RESPONSIBILITIES

The City agrees to provide certain payroll and related services to WEDC in order to foster the strong relationship with the WEDC and commitment to economic development.

Services the City shall perform for the WEDC shall include:

1. Providing payroll and employment benefit services for the WEDC staff as part of the regular payroll provided to their employees and at no cost (but for the reimbursement of salary and benefits paid) to the WEDC as agreed upon.
2. Providing meeting space and access to its recording system for the monthly WEDC Board meetings and for any special Board meetings, after notification by the WEDC of the need for a special meeting.
3. Serving as Custodian of Records as may be required by law after being provided monthly financial statement and yearly audit by the WEDC.
4. Providing access to City resources and staff as promptly as possible and cooperate with the economic development process.

Responsibilities of WEDC shall include:

1. Providing copies of bills and invoices related to WEDC expenditures to the City CFO or the City Manager's offices as payment is approved by WEDC staff or leadership.
2. Providing complete financial statements on a monthly basis no later than 30 days after a month is closed.
3. Contracting for an annual audit of its financial records and transactions and provide the results to the City.
4. Adhering to the purchasing and related policies of the City.
5. Continuing to have the WEDC Board President and Executive Director act as liaisons with the Mayor (or designee) and the City Manager over any matters related to economic development and this agreement.

II. COSTS

The City shall allocate to the WEDC the cost associated with reoccurring and contractual services which the WEDC utilizes and receives benefit, with the exception of payroll and related services which are to be provided at no cost to WEDC, as previously agreed upon. The WEDC will reimburse the City for the actual allocated cost for these shared services.

The City on a quarterly basis shall invoice the WEDC its actual cost of these Shared Services, which is payable within 30 days of invoice.

In the event of the termination of this agreement, the WEDC will be responsible for paying the City only the portion of the cost allocated to periods prior to the effective date of the termination of the agreement.

It is the express purpose of this agreement for the City to provide certain administrative and shared services to the WEDC.

III. TERM

Subject to early termination as provided in Article IV below, this agreement shall be in effect for a period of one year commencing _____, 2020, and ending _____, 2021 and said agreement shall be extended for additional one-year terms thereafter under the same terms and conditions unless one party gives to the other party written notification at least thirty (30) days prior to the end of the existing term of its desire to terminate or amend the agreement.

IV. TERMINATION

This agreement may be terminated by the City or WEDC, in whole, or from time to time, in part, upon thirty (30) days' notice from the terminating party to the other party. Termination shall be effective thirty (30) days after delivery of Notice of termination specifying to what extent performance or work under the agreement shall be terminated thirty (30) days after receipt by the notified party.

After receipt of a Notice of Termination:

1. City shall cease the provision of services on the date as specified in the thirty (30) day Notice of Termination to the extent possible.
2. City shall, within 10 days, provide notice of any provision of services to be terminated except as may be agreed upon by the Parties.
3. WEDC shall pay all expenses incurred through the date of termination.

V.

This Agreement shall take effect on the Day of Execution.

IN WITNESS WHEREOF, the parties have executed this Agreement in the year and on the day indicated.

**CITY OF WINDCREST ECONOMIC
DEVELOPMENT CORPORATION**

CITY OF WINDCREST

_____, Board President

_____, Mayor

_____, Executive Dir.

_____, City Manager

WEDC BUDGET Fiscal Year 2021 October 1, 2020 through September 30, 2021		
ACCOUNT # (4000)	TOTAL REVENUE	\$1,298,000.00
4001	Income Sales Tax.....	\$ 580,000.00
4002	Proceeds from Reserves.....	\$ 716,000.00
4003	Income Interest.....	\$ 2,000.00
4004	Income, Other.....	\$ -0-
(6000)	TOTAL SALARIES, BENEFITS AND CONTRACT LABOR	\$175,000.00
6001	Salaries.....	\$ 43,200.00
6002	Admin Expenses.....	\$ 1,000.00
6003	EDC Overtime	\$ 1,000.00
6004	Social Security – EDC.....	\$ 4,000.00
6005	Health Insurance – EDC.....	\$ 8,800.00
6006	Retirement – EDC.....	\$ 4,400.00
6007	Workers Comp – EDC.....	\$ 1,100.00
6008	Unemployment Comp.....	\$ 500.00
6009	Contract Labor.....	\$ 111,000.00
(6010)	BRE AND PROSPECT DEVELOPMENT EXPENSES	\$982,600.00
6011	Consulting/Planning/Infrastructure.....	\$ 44,600.00
6012	Collateral Material.....	\$ 10,000.00
6013	Travel.....	\$ 10,000.00
6014	Meals & Entertainment.....	\$ 5,000.00
6015	EDC Projects	\$ 142,000.00
6016	Promoting Windcrest (BRE Events)	\$ 5,000.00
6017	Sponsorships, Regional Marketing.....	\$ 20,000.00
6018	Commercial Revitalization / Store Front Grants.....	\$ 30,000.00
6019	Infrastructure / Streets.....	\$ 716,000.00

(6025)	ADMINISTRATIVE AND OTHER EXPENSES	\$140,400.00
6026	Rent.....	\$ 13,400.00
6027	Furniture and Fixtures.....	\$ 13,600.00
6028	Equipment, Computers, Other.....	\$ 14,000.00
6029	Internet Services / Spectrum.....	\$ 1,500.00
6030	Computer Maintenance, Software, Website.....	\$ 5,000.00
6031	Accounting Services.....	\$ 13,400.00
6032	Barcom / IT	\$ 4,000.00
6033	Phone Services.....	\$ 1,000.00
6034	Mobile Telephone.....	\$ 1,000.00
6035	Public Relations.....	\$ 5,000.00
6036	Training Staff/Board.....	\$ 6,000.00
6037	Dues and Subscriptions	\$ 500.00
6038	Supplies.....	\$ 4,000.00
6039	Postage.....	\$ 600.00
6040	Copier.....	\$ 1,200.00
6041	Repairs & Maintenance Building.....	\$ 4,000.00
6042	Legal Expenses.....	\$ 40,000.00
6043	Audit.....	\$ 6,000.00
6044	Sales Tax Services.....	\$ 1,800.00
6045	Vehicle Expenses – EDC.....	\$ 1,000.00
6046	Vehicle Fuel – EDC.....	\$ 1,000.00
6047	Contingencies.....	\$ 2,400.00
TOTAL GENERAL EXPENSES		\$1,298,000.00
REVENUE OVER/UNDER EXPENSES		\$ -0-