

**AGENDA
CITY OF WINDCREST, TEXAS
SPECIAL CITY COUNCIL MEETING**

October 26, 2011

**6:00 P.M.
CLOSED SESSION**

**7:00 P.M.
Special City Council Meeting**

NOTICE IS HEREBY GIVEN THAT A SPECIAL WINDCREST CITY COUNCIL MEETING WILL BE HELD AT WINDCREST CITY HALL, 8601 MIDCROWN, WINDCREST, TEXAS ON THE 26th DAY OF OCTOBER, 2011 STARTING AT 6:00 P.M. DURING THE MEETING THE FOLLOWING SUBJECTS WILL BE CONSIDERED AND THE COUNCIL MAY TAKE ACTION ON ANY OF THE LISTED SUBJECTS.

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

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

At all City Council, City Commission or City Board meetings, the agenda shall include a "citizens to be heard" item. It is suggested that Citizens wishing to speak during this item sign in on the sign up roster prior to the meeting. During "citizens to be heard" comments, each individual may speak on an agenda item or any other matter affecting the city. In addition to the "citizens to be heard" portion of meetings, a person may make comments on agenda items prior to the vote on the agenda item. A member of the public will have a total of six (6) minutes to be heard during a City Council, City Commission or City Board Meeting. This does not include any responses from the body. The six (6) minutes time limit authorized herein may not be transferred to another speaker in whole or in part. The presiding Officer or his/her designee will assign a Time Keeper to each meeting. The Time Keeper will maintain strict compliance of the six (6) minute rule, stopping speakers who exceed the allotted time. As authorized by Section 551.042 of the Texas Government Code, the Presiding Officer may direct a City Official to make a statement of specific factual information in response to an inquiry made by a member of the public or of the City Council, or a recitation of existing policy in response to an inquiry made by a member of the public or the City Council. Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting. Any question posed by a Citizen, Council Member, Board Member or Commission Member for which an answer is not available at a meeting shall be answered by a member of the staff or Presiding Officer at the next regular meeting of the Body, if an answer is reasonably available and prudent. If the information is sensitive, staff will seek advice from the City Attorney.

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

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

I. Call to Order, Pledge of Allegiance & Invocation

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

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

III. Closed Session

1. City Council will convene into a closed session as authorized by the Section 551.071 of the Texas Government Code to consult with the City Attorney concerning settlement of the portion of the pending lawsuit between the City and Michael White and his related entities and concerning settlement of contemplated litigation over approximately 111 acres of land owned by the City and the Windcrest Economic Development Corporation.

IV. Discuss and Act

1. City Council will discuss and may take action on approving settlement of the portion of the pending lawsuit between the City and Michael White and his related entities, and (2) first reading approval of an ordinance authorizing the settlement of matters relating to approximately 111 acres of land owned by the City and the Windcrest Economic Development Corporation.

V. Special City Council Meeting Call to Order

VI. Discuss and Act

1. City Council will review, discuss and may take action regarding the License Agreement between the City of Windcrest and Bexar County Water Control and Improvement District #10. (Att. 1)
2. The City Council will discuss and may take action on an Application Review Committee for the Police Chief applicants.

VII. Adjournment

Agenda Notice

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the City Council of the City of Windcrest is a true and correct copy of said Notice and was posted on the bulletin board at City Hall of said City in a convenient place to the public and said Notice was posted more than seventy-two hours prior to the meeting on October 26, 2011.

By: Heather Weidenbach City Secretary

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

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the City Hall bulletin board on the ____ October, 2011.

Title: _____

LICENSE AGREEMENT

between

City of Windcrest

and

Bexar County Water Control and Improvement District Number 10

This agreement is made this ____ day of ____, ____ by and between the City of Windcrest, hereinafter referred to as "City", and Bexar County Water Control and Improvement District Number. 10, hereinafter referred to as "District".

WHEREAS, the City and District share a history that dates back to the creation of the District and incorporation of the City, and the District paid for the construction of the original maintenance facility at no cost to the City,

WHEREAS, the majority of the citizens of Windcrest and the customers of the District are one and the same individuals; and

WHEREAS, there has been a historical pattern of sharing individual resources on a non-interference basis when sharing the resource has been beneficial to the Citizens of Windcrest; and

WHEREAS, many of these activities are verbal and therefore subject to the vagaries of the moment;

WHEREAS, City and District have heretofore entered into various agreements between them for the use and benefit of the City/District, with the last of said agreements expiring on July 31, 2009; and

WHEREAS, it is appropriate for the parties to negotiate a new agreement to become effective mmm, dd, yyyy; and

WHEREAS, the City is the owner of the following described real property located within the City of Windcrest, Bexar County, Texas:

Lot 2, Block 113, Windcrest Unit No. 25, Bexar County, Texas, as further described in Volume 7200, Pages 147-148, Deed Records of Bexar County, Texas;

such property being hereinafter referred to as the "Property"; and

WHEREAS, the shared use of the Property is beneficial to the citizens of both City and District.

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

I. Fulfillment of Past Rights and Obligations

City and District agree that all rights and obligations heretofore existing between them as to the Property have been fully and completely fulfilled and that neither party has any further duties or obligations to the other concerning the past use and enjoyment of the Property.

II. Grant of License

The City and District agree to fulfill the following obligations regarding the property:

- a. City hereby agrees, grants and demises unto the District the right to utilize and enjoy approximately one-half ($\frac{1}{2}$) of the Property at 9326 Jim Seal Drive for a maintenance facility. The improvements to be used by District are shown as shaded spaces on Attachment 1 to this agreement. This license furthermore authorizes District to use approximately one-half ($\frac{1}{2}$) of the remainder of the Property not improved with building or other structures. The parties shall negotiate future allocations of the property between them in a fair and reasonable manner as the needs of the parties change.
- b. City hereby agrees, grants, and demises unto the District the right to utilize and enjoy use of administrative office space (approximately 320 sf office and 40 sf storage) located at 8601 Midcrown Drive, including electrical service, HVAC, and communications demarcation points and access to conference areas for its regularly scheduled and special meetings. The District shall be responsible for security of its spaces and housekeeping.
- c. City hereby agrees, grants, and demises 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.
- d. 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 promptly for premiums. Reimbursement shall be made within two weeks of the City's submission.
- e. District hereby agrees, grants and demises unto the City the right to utilize and enjoy space on the top of the 750,000 gallon elevated storage tank located at NNNN 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.

- f. District hereby agrees to provide water and wastewater service to the facilities identified on Appendix X of this agreement. The City agrees to pay for water, wastewater, and irrigation service at the City swimming pool, dormitories at 421 Dalecrest and 461 Golfcrest, Takas Civic Center and the Little League baseball fields.
- g. District hereby agrees to pay to the San Antonio Water System the fees incurred from the wastewater services used at 8601 Midcrown Drive, 9310 Jim Seal Drive (Windcrest Civic Center), and 9326 Jim Seal Drive (Windcrest Maintenance Facility).
- h. City and District agree to permit the other to limited use of their equipment on a non-interference basis. Specific equipment covered under this agreement is identified on Appendix XX of this agreement. 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.
- i. The District will perform repairs on fire hydrants located in the City of Windcrest north of Walzem Road. The District will acquire and maintains such equipment/tools and expertise as is necessary to accomplish this task. The District will be responsible for determining the materials needed for the repair and procure same. The City will reimburse the District for the materials, including replacement hydrants.
- j. The District will not charge the City for water used for fighting fires or for training purposes. The City will notify the District in advance of training events that will result in the use of water. The City will provide an estimate of the water used to fight fires and for training.

III. Term of License

The initial term of this License shall be five (5) years, commencing on mmm dd, yyyy and ending on mmm dd, yyyy. This License shall renew automatically for one year additional terms commencing mmm dd, yyyy until terminated by either party upon the giving of one year written notice to the other of such party's intention to terminate this license.

IV. Consideration

During the term of this license, City and District shall maintain their respective buildings, improvements, and equipment in a safe and sound condition. Each party shall pay for their own telephone, internet and cable services.

V. Repairs and Improvements

District may make repairs and improvements upon or to City property as long as such repairs and improvements are approved in advance by City. Prior to the commencement of City's annual budget cycle, City shall provide to District a list of proposed repairs and/or improvements to joint use facilities for the next budget year. District shall review such proposed repairs and/or improvements, and agrees to pay fifty percent (50%) of the cost of the repairs and/or improvements

which the City and District agree are beneficial to District. District shall remit its share of such repairs and/or improvements as the work progresses or as mutually agreed by the parties. City shall not commit District to pay for any repairs and /or improvements without the prior approval of District.

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 to ensure compliance with the City's standards. Said repairs will be guaranteed for two years after work is completed. City's standards are attached at Appendix XXX. The City will share in the expense of repairing alley approaches. Future projects to pave (concrete or asphalt) alley approaches will be coordinated with the District.

VI. Condition of Property

Each party shall keep the portion of the Property used by it in a clean and orderly manner at all times. Materials left over from projects shall be promptly and properly stored. Unusable materials shall be disposed of in a manner consistent with city, county, state and federal regulations. Personal items shall be removed from the Property at the end of each day.

VII. Insurance

City shall provide fire and extended coverage insurance for the improvements on the Property. City and District 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 Property. The general liability insurance furnished by each party shall be at least \$2,000,000.00. Each party may maintain contents coverage as desired by the respective parties.

VIII. Franchise Agreement

The City agrees that it will not pursue levying a franchise fee on the District so long as this agreement is in effect in as much as this would be a tax on the Citizens without Citizens being afforded the opportunity to vote on it. In the event the City decides to levy a franchise fee in contravention of this section, the terms of this entire agreement become null and void.

IX. Nonassignable

This license is personal to the District and is nonassignable and any attempt to assign this license will terminate the license privileges granted to District herein.

This agreement has been executed by the parties on the date and year first above written.

CITY OF WINDCREST

BY: _____

Mayor

ATTEST:

City Secretary

BEXAR COUNTY WATER CONTROL AND
IMPROVEMENT DISTRICT #10

By: _____

President:

ATTEST:

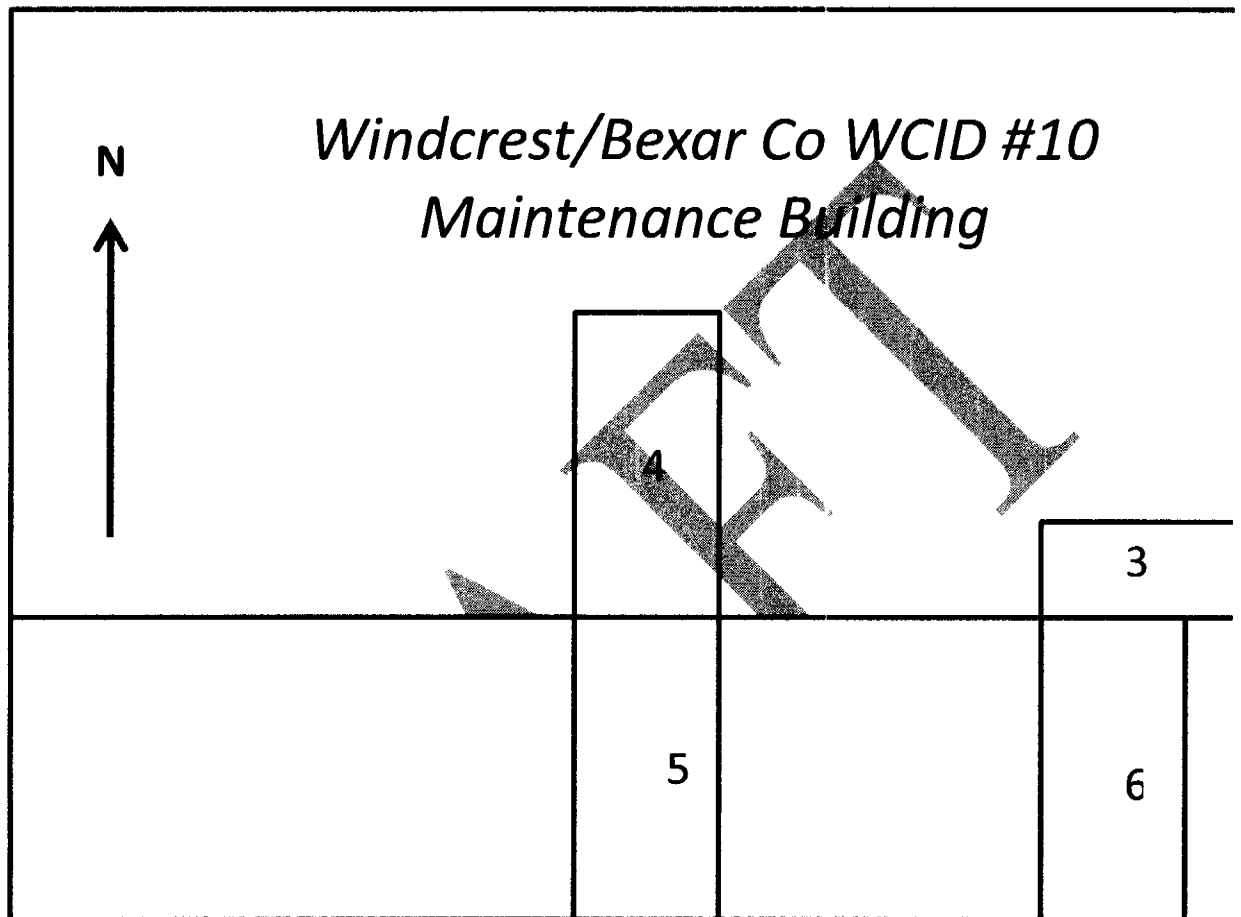
Secretary

ATTACHMENT 1

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 $\frac{1}{2}$ 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.)

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

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	Walzen/Midcrown – Open Area (East) (Infrequent)
11. W07183	Walzen/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. W07201	9310 Jim Seal Drive (Takas Civic Center) (Active)
16. W07210	9310 Jim Seal Drive (Baseball Fields) (Active)
17. W07220	9315 Jim Seal Drive (Maintenance Facility) (Active)

City Specifications for Street and Alley Repairs

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To Be Provided by City

Appendix XXX

Equipment Lists

To Be Provided at A Later Date

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Services Provided to City by District

1. Water/Wastewater service to 19 locations around the City.
2. Payment of wastewater charges to SAWS for wastewater service.
3. Antenna space (police radio repeater) on 750K storage tank on Eaglecrest.
4. Hanging Christmas lights on standpipe
5. No charge for water used by Fire Department for fire fighting or training
6. Manpower, tools and equipment to repair fire hydrants.
7. Enrollment in City's Health Care Plan (our population helps reduce individual cost for both entities).
8. Released easement and relocated water main so City could build addition to building - 1995.
9. Water/Sewer Service to Civic Center and Little League baseball fields (revenue generators for city)

Services Provided by City to District

1. Maintenance Yard (building space, parking space, bins for gravel/topsoil, etc)
2. Space in City Hall for District Offices (actual space and utilities except for communications (telephone and cable))
3. Enrollment in City's Health Care Plan (Enrollment in City Plan costs less than if we went out on our own)
4. Technical assistance with computers.
5. Space on Antenna Mast for SCADA system
6. Demarcation Point for Telephone Service
7. Use of City Equipment (Dump Truck) To Facilitate Repairs of water/sewer breaks