

City of Windcrest



**DEPARTMENT HEAD REPORTS @ 5 P.M.
CITY COUNCIL MEETING @ 6 P.M. CITY COUNCIL CHAMBERS**

OCTOBER 19, 2020

CITY COUNCIL CHAMBERS @ 8601 MIDCROWN

DHR @ 5 P.M., PH & CCM @ 6 P.M.

NOTICE IS HEREBY GIVEN THAT A CITY OF WINDCREST CITY COUNCIL MEETING WILL BE HELD AT WINDCREST CITY HALL LOCATED AT 8601 MIDCROWN, WINDCREST, TEXAS ON THE 19th DAY OF OCTOBER 2020, STARTING AT 6:00 P.M. A PHYSICAL QUORUM OF THE CITY COUNCIL WILL BE IN ATTENDANCE AT THIS LOCATION. DEPARTMENT HEAD REPORTS WILL BE HEARD AT 5:00 P.M.

NOTICE IS HEREBY GIVEN THAT ONE OR MORE OF THE CITY COUNCILMEMBERS WILL BE IN ATTENDANCE VIA WEBEX AND WILL ATTEND FROM A LOCATION OTHER THAN 8601 MIDCROWN

THE CITY COUNCIL RESERVES THE OPTION TO RECESS THE MEETING DURING THE EVENING OF OCTOBER 19, 2020, AND TO RECONVENE THE MEETING ON THE FOLLOWING DAY, OCTOBER 20, 2020, AT 9:00 A.M. AT THE WINDCREST CITY HALL, 8601 MIDCROWN, WINDCREST, TEXAS.

NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

The City of Windcrest Council Chambers are wheelchair accessible, and accessible parking spaces are available. In compliance with Americans with Disabilities Act, the City of Windcrest will provide reasonable accommodations for persons attending the meeting. To better serve you, requests should be received 48 hours prior to the meeting. Please contact the City Secretary's Office, at 210-655-0022 ext. 2150 or Fax 210-655-8776, or 711 Texas Relay.

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PLEDGE OF ALLEGIANCE AND INVOCATION**
- IV. MONTHLY DEPARTMENT HEAD REPORTS FOR MONTH ENDING SEPTEMBER FOR FY2019/2020**
 - a) Briefing and discussion on the monthly Fire Department reports for the month of September, to include Summary of Calls along with response times for the City, County, and Annex area. [Dan Kramer, Fire Chief]
 - b) Briefing and discussion on the monthly Windcrest Volunteer Fire Association financial report for the month of September. [Lilia Ayla, President]
 - c) Briefing and discussion on the monthly Police Department reports including Code Enforcement and Animal Control reports for the month of September. [Darrell Volz,

Chief of Police]

- d) Briefing and discussion on the monthly Municipal Court report for the month of September. [Claudia Carrera, Municipal Assistant Court Administrator]
- e) Briefing and discussion on the monthly Public Works and Landscaping reports for the month of September. [Tom Garcia, Director of Public Works]
- f) Briefing and discussion on the monthly City of Windcrest Economic Development Corporation report for the month of September. [Jennifer Newman, President of City of Windcrest Economic Development Corporation]
- g) Briefing and discussion on the monthly Office of the City Secretary reports for the month of September. [Rachel C. Dominguez, City Secretary]
- h) Briefing and discussion on past and upcoming City projects and events. [Elizabeth Dick, Public Affairs / PR / Marketing / Event Specialist]

V. CITIZENS TO BE HEARD/CITIZEN PARTICIPATION

- a) Citizens may address the City Council on topics not on the agenda for no more than three (3) minutes.
- b) Citizens shall also have the opportunity to address the City Council during consideration of posted agenda items for no more than six (6) minutes.
- c) Only a maximum of six (6) 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.
- d) Four (4) hours prior to the meeting, an email to the city secretary at citysecretary@windcrest-tx.gov is required, to be added to the attendee list ensuring proper physical distance seating inside and outside City Council Chambers.
- e) An email statement may be sent to the City Secretary @ citysecretary@windcrest-tx.gov to be read into the meeting to City Council. Statements will be provided to Council and available to the public not in attendance after the meeting.
- f) A City Official may make a statement of specific factual information in response to an inquiry made by a member of the public, or a recitation of existing policy in response to an inquiry made by a member of the public.

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

VI. CONSENT AGENDA

- a) City Council will review, discuss, and take action on Ordinance 2020-031, an ordinance adopting Article IV of Chapter 26 of the City of Windcrest's Code of Ordinances, regulating the planting of trees, shrubs, beautification projects on public property. [Joan Pedrotti, Mayor Pro Tem, City Councilmember Place 4]

VII. ORDINANCE

- a) City Council will review, discuss, and take action on Ordinance 2020-032(O), an ordinance amending City Waste Management System including landlord responsibility regarding trash service. **1st Reading** [Rafael Castillo, Jr., City Manager; Cindy Strzelecki, City Councilmember Place 2]

VIII. DISCUSSION & ACTION

- a) City Council will review, discuss, and may take action on the Windcrest Little League contract renewal negotiations. [Rafael Castillo, Jr., City Manager]
- b) City Council will review, discuss, and may take action on Bexar County Corona Virus Relief Fund reimbursement as outlined in Resolution 2020-527. [Dan Reese, Mayor; Rafael Castillo, Jr., City Manager]
- c) City Council will review, discuss, and may take action on a request from City Councilman Archuleta to release copies of all 2019 invoices billed to the City of Windcrest from the City Attorney's office. [Frank Archuleta, City Councilmember Place 4]

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

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

XI. ADJOURNMENT

DECORUM REQUIRED: *Any disruptive behavior, including shouting or derogatory statements or comments may be ruled out of order by the Presiding Officer. Continuation of this type of behavior could result in a request by the Presiding Officer that the individual leave the meeting, and if refused, an order of removal.*

ACTION BY COUNCIL AUTHORIZED: *The City Council may vote and/or act upon any item within this Agenda. The Council reserves the right to retire into executive session concerning any of the items listed on this Agenda, pursuant to and in accordance with Texas Government Code § 551.072 (Deliberations about Real Property); § 551.073 (Deliberations about Gifts & Donations); § 551.076 (Deliberations about Security Devices); §551.087 (Economic Development); and, § 551.071 to seek the advice of its attorney about pending or contemplated litigation, settlement offer or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflict with the Open Meetings Act and may invoke this right where the City Attorney, the Mayor or a majority of the Governing Body deems an executive session is necessary to allow privileged consultation between the City Attorney and the governing body, if considered necessary and legally justified under the Open Meetings Act. The attorney may appear in person, or appear in executive session by conference call in accordance with applicable state law.*

EXECUTIVE SESSIONS APPROVED BY CITY ATTORNEY: *This agenda has been reviewed and approved by the City's legal counsel and the presence of any subject in any Executive Session portion of the agenda constitutes a written interpretation of Texas Government Code Chapter 551 by legal counsel for the body and constitutes an opinion by the attorney that the items discussed therein may be legally discussed in the closed portion of the meeting considering*

available opinions of a court of record and opinions of the Texas Attorney General known to the attorney. This provision has been added to this agenda with the intent to meet all elements necessary to satisfy Texas Government Code Chapter 551.144(c) and the meeting is conducted by all participants in reliance on this opinion.

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the City Council of the City of Windcrest is a true and correct copy of said Notice and was posted on the bulletin board at City Hall of said City in a convenient place to the public and said Notice was posted more than seventy-two (72) hours prior to the meeting on October 19, 2020.

By


Rachel C. Dominguez, City Secretary

OCT 15 '20 15:57

Windcrest Fire Department

**Monthly Report
For Sept. 2020**



- **Annual training calendar is being developed to include mandatory weekly training topics for all members**
 - **Members went to Chase Bank for training before it was demolished**
 - **Members went to 8930 Fourwinds for training on searching, venting, forceable entry**
 - **Two Members received their Hazmat Incident Commander certification**
-

Apparatus Status

- Engine 145 –is in service and is the “First Out” Engine
 - Engine 145B is in service as a reserve unit
 - Brush 145 is in service and “First Out” QRV
 - Chief 145 is in service
 - AC145 is in service
-

Events

- **Medical Director passed away. Participated in Honor Guard Watch and Funeral**
 - **Continued screenings for employees**
 - **Participated in Judge Takas 40 year Anniversary Parade**
-

Current Projects

- **Developing Department Strategic Plan**
 - **Center For Public Safety Excellence Accreditation**
 - **Texas Fire Chiefs Association Best Practices**
-

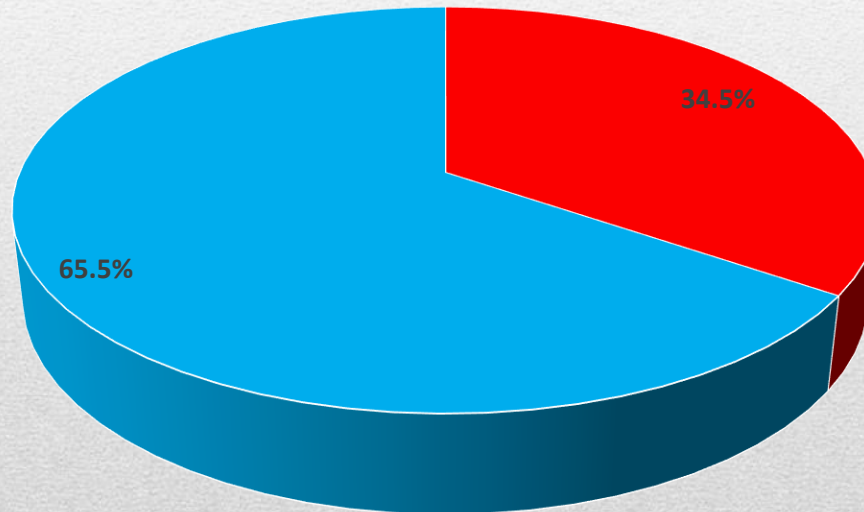
Volunteer Hours

Name	Nov. 2019	Dec. 2019	Jan. 2020	Feb. 2020	Mar. 2020	Apr. 2020	May-20	Jun. 2020	Jul. 2020	Aug. 2020	Sept. 2020	Total
Capt. Arnold	48.66	31.02	17.78	53.06	69.15	45.81	68.68	61.15	51.34	83.81	35.89	566.35
LT. Palma	57.57	54.25	79.95	61.07	55.47	53.64	57.26	30.4	58.92	102.9	74.06	685.49
Engineer Garcia	93.8	92.22	71.56	65.23	61.07	46.85	94.57	176.8	131.6	214.41	84.88	1132.99
Engineer Martinez	0	19.92	49.2	18.9	19.54	LOA	13.07	10.17	28.15	39.57	49.92	248.44
FF Bishop	158.46	225.12	146.4	138.93	140.54	99.23	50.36	28.75	52.25	30.17	58.26	1128.47
FF Botello	73.99	59.15	64.56	57.34	56.44	73.57	37.07	32.65	53.3	36.8	52.11	596.98
FF Budzinski	28.14	73.63	48.67	65.63	82.12	70.7	67.53	61.39	55.27	65.31	63.17	681.56
FF Hernandez	69.76	177.65	100.4	98.36	155.54	160.73	87.34	86.13	84.26	71.15	64.34	1155.66
FF Paris	54.38	133.15	167.75	144.93	152.43	297.57	226.37	228.58	240.16	183.11	130.79	1959.22
FF Ramirez	7.82	12.4	52.02	0	42.29	68.19	58.23	12.23	16.2	10.98	5.77	286.13
FF Scheupbach	139.5	210.54	141.92	67.95	0	86.68	22.7	26.15	39.82	51.3	7.32	793.88
FF Shill	0	20.08	58.1	58	20.48	47.86	17.69	51.11	40.31	40.57	30.59	384.79
Cadet J Arenas										72.05	217	289.05
Cadet W. Baumann										71.96	144.66	216.62
Cadet J. Chavez										0	47.46	47.46
Cadet A. Freesenhan										21.95	0	21.95
Cadet A. Garcia										0	0	0
Cadet J. Grimes										0	0	0
Cadet J. San Miguel											137.96	137.96
Cadet A. Saucedo										0	0	0
Total	1444.75	1971.14	1514.03	1196.47	1568.21	1733.42	1390.4	1327.34	1154.21	1349.95	1204.18	14958.34

Summary Calls 2020

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Fire	22	25	29	29	26	33	29	39	29			
EMS	72	70	74	67	54	73	78	74	55			

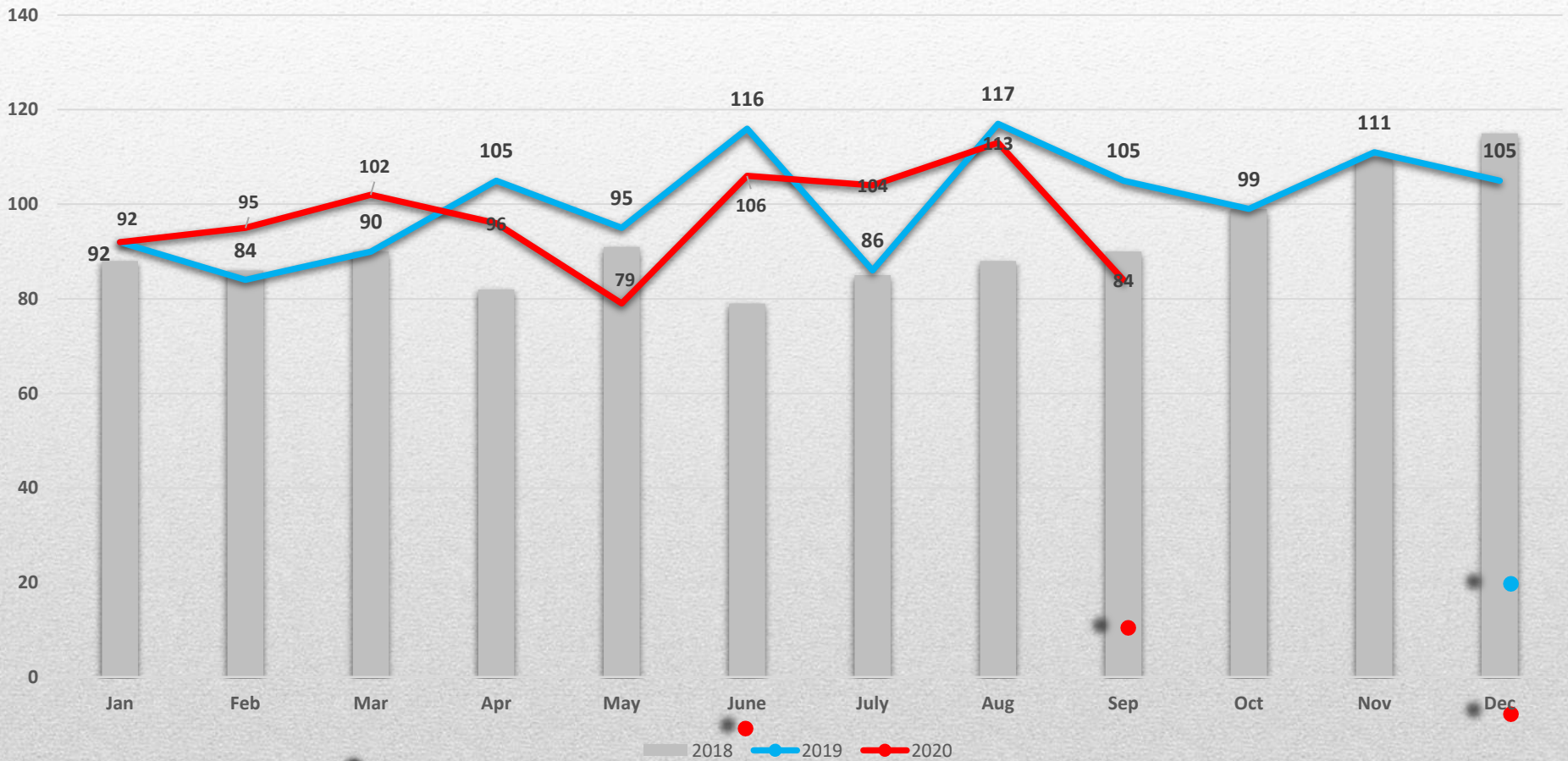
% of TOTAL



■ Fire ■ EMS

Historic Total Monthly Call Volume

2018	88	86	90	82	91	79	85	88	90	99	110	115	1103
2019	92	84	90	105	95	116	86	117	105	99	111	105	1205
2020	94	95	103	101	80	106	107	113	84				883

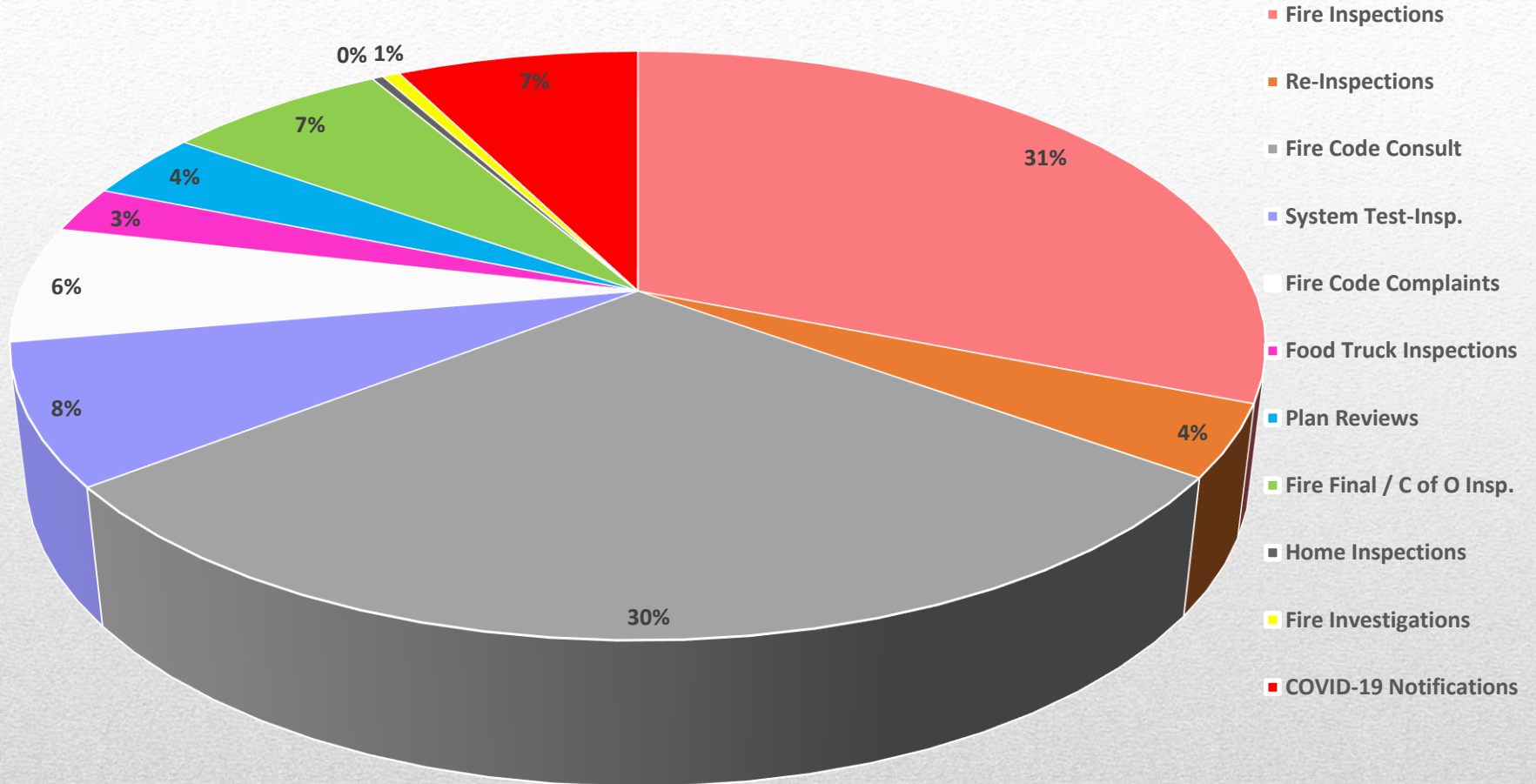


FIRE MARSHAL REPORT

10/01/2019 – 9/30/2020

	October	November	December	January	February	March	April	May	June	July	August	September	Total
Fire Inspections	38	28	41	45	28	22	0	9	42	34	36	31	354
Re-Inspections	2	10	2	3	8	2	0	1	0	12	0	5	45
Fire Code Consult	13	17	19	17	18	8	52	76	30	18	45	24	337
System Test-Insp.	15	19	7	6	4	10	0	6	9	10	1	1	88
Fire Code Complaints	3	0	7	1	6	5	8	9	7	13	7	7	73
Food Truck Inspections	0	0	7	14	8	0	0	0	0	0	0	0	29
Plan Reviews	12	0	1	0	4	2	3	5	3	3	2	7	42
Fire Final / C of O Insp.	3	12	1	11	3	11	1	3	2	7	4	20	78
Home Inspections	0	0	0	1	0	0	0	0	0	0	2	1	4
Fire Investigations	0	6	0	0	0	0	0	0	0	0	0	0	6
COVID-19 Notifications	0	0	0	0	0	62	23	0	0	0	0	0	85
Total	86	92	85	98	79	122	87	109	93	97	97	96	1141

Fire Marshal Activity YTD





Dan Kramer

Fire Chief/Emergency Management Coordinator

Windcrest Fire Department

firechief@windcrest-tx.gov

210-655-0022 ext. 2180

WVFA 2019-2020 BUDGET

Projected Income		PROJECTED	REVENUE	DIFFERENCE
<u>1</u>	SODA SALES	\$850.00	\$340.27	-\$509.73
<u>2</u>	GENERAL DONATIONS	\$5,100.00	\$10,192.27	\$5,092.27
<u>3</u>	GALA/PICNIC REVENUE	\$41,000.00	\$0.00	-\$41,000.00
<u>4</u>	COMMUNITY OUTREACH	\$4,000.00	\$1,467.66	-\$2,532.34
<u>5</u>	FILL THE BOOT	\$30,000.00	\$37,981.77	\$7,981.77
<u>6</u>	RESERVED TO APPARATUS	\$56,000.00	\$45,446.44	-\$10,553.56
<u>7</u>	EMT/CARD CLASSES	\$15,000.00	\$3,482.82	-\$11,517.18
		\$151,950.00	\$98,911.23	-\$53,038.77

BUDGETED EXPENSES		BUDGETED	SPENT	REMAINING
<u>8</u>	SODA MACHINE	\$1,000.00	\$193.32	\$806.68
<u>9</u>	STORAGE	\$5,000.00	\$4,338.63	\$661.37
<u>10</u>	PICNIC & GALA GROSS EXPENSES	\$25,000.00	\$0.00	\$25,000.00
<u>11</u>	COMMUNITY OUTREACH	\$5,600.00	\$2,389.33	\$3,210.67
<u>12</u>	TECHNOLOGY FUNDS	\$1,500.00	\$1,400.00	\$100.00
<u>13</u>	ADMINISTRATION	\$5,550.00	\$924.76	\$4,625.24
<u>14</u>	ASSOCIATION FUNCTIONS	\$1,500.00	\$1,466.54	\$33.46
<u>15</u>	FIRE/EMS EQUIPMENT	\$15,000.00	\$8,592.93	\$6,407.07
<u>16</u>	TRAINING	\$20,000.00	\$13,347.46	\$6,652.54
<u>17</u>	HOSPITALITY FUNDS	\$4,000.00	\$2,742.31	\$1,257.69
<u>18</u>	AUXILIARY FUNDS	\$1,200.00	\$0.00	\$1,200.00
<u>19</u>	SCHOLARSHIP FUNDS	\$1,000.00	\$1,000.00	\$0.00
<u>20</u>	ANGEL TREE	\$2,000.00	\$0.00	\$2,000.00
<u>21</u>	SURETY BOND	\$200.00	\$0.00	\$200.00
<u>22</u>	APPARATUS RESERVED	\$56,000.00	\$45,446.44	\$10,553.56
<u>23</u>	LEGAL SERVICES	\$5,000.00	\$1,500.00	\$3,500.00
		\$149,550.00	\$83,341.72	\$66,208.28

INCOME TO EXPENSES \$2,400.00

BANK ACCOUNT TOTALS

[Account Balance FROST BANK](#) \$25,789.15
[Account Balance RBFCU Savings](#) \$14,865.02
[Account Balance RBFCU Checking](#) \$53,559.33
Bank Totals **\$94,213.50**

GENERAL FUNDS \$40,654.17

[FUNDS REQUEST FORM](#)

Windcrest Police Department Monthly - SEPTEMBER 2020

PATROL OPERATIONS SECTION

	JAN 2020	FEB '20	MAR '20	APR '20	MAY '20	JUN '20	JUL '20	AUG '20	SEP '20	OCT '19	NOV '19	DEC '19	2020 YTD
PROACTIVE POLICE ACTIVITIES	5247	4910	4789	4449	5118	4112	3250	3496	3525	4502	5951	5954	38896
DISPATCH CALLS FOR SERVICE	3215	2993	2968	3014	3568	3105	3065	3493	3532	3141	3495	3289	28953
COVER CALLS (2 OR MORE OFFICERS)	263	218	269	205	281	303	280	258	261	259	295	167	2338
FELONY CHARGES	9	8	6	11	17	32	25	8	14	19	16	22	130
MISDEMEANOR CHARGES	67	72	62	29	55	86	78	58	54	78	54	62	561
D.W.I. ARREST	1	2	1	1	2	0	2	2	1	2	0	3	12
CURFEW VIOLATIONS (PATROL ONLY)	5	1	6	0	0	3	0	1	4	9	5	0	20
ARREST ON-CALL	15	17	17	13	22	19	21	21	24	16	22	21	169
ARREST ON-SIGHT	50	46	35	15	39	67	60	47	35	78	56	41	394
WARRANTS CLEARED (PATROL ONLY)	63	72	31	14	49	39	35	17	10	82	48	42	330
TOTAL MUNICIPAL COURT CITATIONS	1017	839	644	69	396	869	873	819	611	590	995	991	6137
WARNING CITATIONS	195	150	121	41	165	227	254	179	182	327	277	185	1514
PARKING VIOLATION NOTICES	239	163	204	202	199	231	276	118	176	191	277	302	1808
CRIME PREVENTION NOTICES	611	484	459	442	513	528	535	227	315	587	648	780	4114
BUSINESS / RESIDENTIAL CHECKS	3325	2682	2773	2977	3196	1532	1506	1644	1734	3109	3240	3691	21369
IMPOUNDED VEHICLES	37	56	18	8	25	39	50	44	40	57	53	51	317
MENTAL HEALTH	NEW DATA							6	6				12

SCHOOL RESOURCE OFFICER

SCHOOL SAFETY PATROL HOURS	24	20	7	0	0	0	0	0	3	25	28	37	54
ORGANIZATION AND PREP HOURS	4	7	0	0	3	0	0	0	0	11	10	12	14
TOTAL EVENTS	3	3	0	0	1	0	0	0	0	4	2	6	7
TOTAL PRESENTATIONS	2	6	0	0	0	0	0	0	0	5	3	2	8

DISPATCHER ACTIVITY

OFFICER INITIATED CALLS	2807	2587	2534	2665	3165	2665	2671	3108	3123	2722	3161	2903	25325
TELEPHONE CALLS FOR SERVICE	301	291	319	264	306	334	275	305	376	369	301	279	2771
911 CALL FOR SERVICE	99	103	108	83	96	102	113	69	25	40	125	101	798
WALK IN CALL FOR SERVICE	8	12	7	1	1	4	6	11	8	10	7	6	58

* PROACTIVE POLICE ACTIVITIES = TRAFFIC CITATIONS, PARKING VIOLATIONS, ON-SIGHT ACTIVITY, BUSINESS CHECKS, CRIME PREVENTION REMINDERS AND CURFEW VIOLATIONS BY PATROL ONLY

* WARRANTS CLEARED = ALL WARRANTS TO INCLUDE WINDCREST WARRANTS (PATROL ARREST ONLY)

* OFFICER INITIATED CALLS FOR SERVICE = CALLS GENERATED BY OFFICERS WITHOUT BEING DISPATCHED (OFFICERS MAY GENERATE CALL BUT DEAL WITH MORE THAN ONE ACTIVITY IN ONE CALL)

Windcrest Police Department Monthly - SEPTEMBER 2020

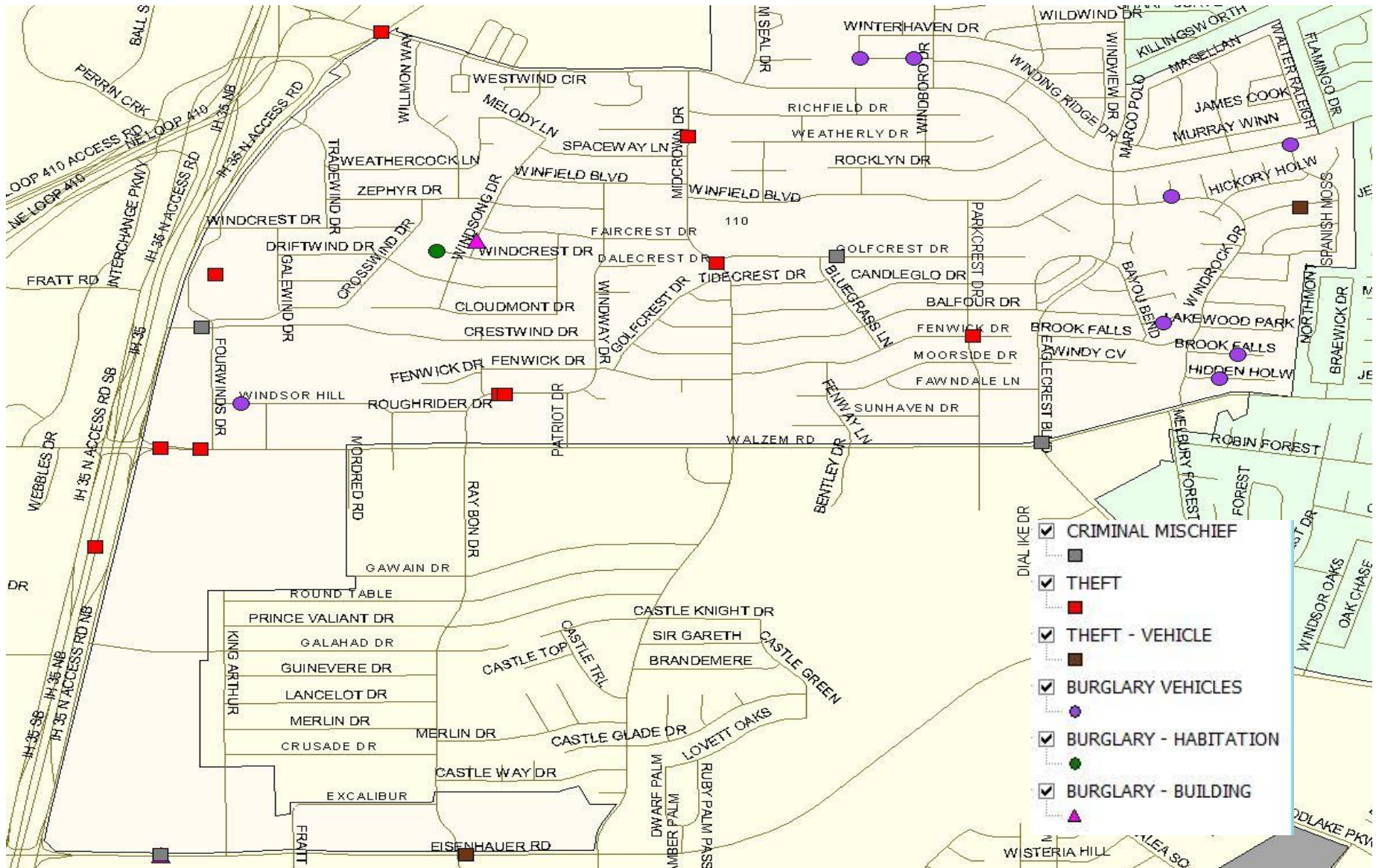
CRIMINAL INVESTIGATIONS UNIT SUMMARY

SPECIAL OPS DIVISION	JAN 2020	FEB '20	MAR '20	APR '20	MAY '20	JUN '20	JUL '20	AUG '20	SEP '20	OCT '19	NOV '19	DEC '19	2020 YTD
FILED with DA	New Data Entry						1	26	7				34
Closed, Pending Further Information	28	25	24	31	21	7	19	13	5				173
ACTIVE ARREST CASES PREPARING FOR THE DA	New Data Entry						36	14	9				59
ACTIVE FUGITIVE	New Data Entry						1	0	0				1
EXCEPTIONAL CLEARED	New Data Entry						1	1	1				3
FILED w/ DA PENDING LABS	New Data Entry						0	11	5				16
ACTIVE	New Data Entry						58	83	121				262
UNFOUNDED	New Data Entry						1	1	0				2
ASSIGNED	98	102	71	66	82	106	101	49	50	97	91	102	725
FELONY CASES ASSIGNED	New Data Entry							18	19				37
MISDEMEANOR CASES ASSIGNED	New Data Entry							31	31				62
EVIDENCE VIDEO FOR COURT	20	4	15	15	1	42	40	128	77	0	0	0	342
EVIDENCE SUBMITTED TO CRIME LAB	8	2	3	0	17	18	13	76	17	30	25	14	154
BACKGROUND INVESTIGATIONS APPLICANTS	0	0	0	0	6	0	1	1	0	0	1	1	8

CITIZENS' PATROL SUMMARY

PATROL HOURS	34	40	18	0	0	0	0	0	4	38	32	48	96
ORGANIZATION AND PREP	4	4	2	0	0	0	0	0	0	2	2	2	10
EVENTS	0	0	0	0	0	0	0	0	0	1	1	1	0
TRAINING AND MEETINGS HOURS	4	4	2	0	0	0	0	0	0	2	2	2	10
CITIZEN PATROL PARTICIPANTS	18	21	24	0	0	0	0	0	4	16	16	16	67

Windcrest Police Department Current Crime Map -SEPTEMBER 2020



WINDCREST POLICE DEPARTMENT

Reported	Nature	Incident address
07:56:27 09/04/20	BURGLARY - VEHICLE	6300 BLK HIDDEN HOLLOW
11:09:44 09/04/20	BURGLARY - VEHICLE	8700 BLK GOLDEN POINT
12:30:03 09/04/20	BURGLARY - VEHICLE	6100 BLK CRESCENT FALLS
13:36:28 09/04/20	THEFT \$0 TO 100	8500 BLK FOURWINDS DR
11:38:32 09/05/20	THEFT - VEHICLE	5000 BLK EISENHAUER RD
17:41:12 09/05/20	THEFT \$0 TO 100	4800 BLK WALZEM RD
08:06:24 09/07/20	BURGLARY - VEHICLE	5800 BLK WINDING RIDGE DR
08:13:48 09/07/20	BURGLARY - VEHICLE	5800 BLK WINDING RIDGE DR
11:08:32 09/07/20	THEFT \$0 to 100	8300 BLK WINDWAY DR
12:53:41 09/07/20	BURGLARY - VEHICLE	8800 BLK SPANISH MOSS
13:32:28 09/07/20	BURGLARY - VEHICLE	8800 BLK SPANISH MOSS
13:21:17 09/08/20	THEFT \$0 TO 100	8300 BLK WINDWAY DR
01:04:47 09/12/20	THEFT of SERVICE \$0 TO 100	4800 BLK WALZEM RD
11:39:22 09/12/20	BURGLARY - BUILDING	5600 BLK WINDSONG DR
06:18:14 09/13/20	CRIMINAL MISCHIEF \$100 TO 750	4900 BLK CRESTWIND DR
07:25:52 09/13/20	BURGLARY - HABITATION	300 BLK WINDCREST DR
9/13/2020 15:05	CRIMINAL MISCHIEF \$0 TO 100	600 BLK GOLFCREST
15:43:22 09/14/20	CRIMINAL MISCHIEF \$750 TO 2500	4800 BLK EISENHAUER RD
13:54:33 09/17/20	THEFT \$100 TO 750	700 BLK FENWICK DR
20:24:40 09/18/20	BURGLARY - BUILDING	4800 BLK EISENHAUER RD
10:00:48 09/21/20	MAIL THEFT	8700 BL MIDCROWN DR
9/21/2020 21:26	THEFT of SERVICE \$0 TO 100	4800 BLK WALZEM RD
06:24:14 09/22/20	BURGLARY - VEHICLE	6300 BLK BROOK FALLS
06:53:35 09/23/20	THEFT-VEHICLE	6300 BLK CYPRESS CREEK
15:54:17 09/23/20	THEFT \$0 TO 100	8600 BLK MIDCROWN DR
16:41:58 09/23/20	THEFT \$0 TO 100	5100 BLK CRESTWAY RD
11:52:24 09/24/20	BURGLARY - VEHICLE	4900 BLK WINDSOR HILL
18:38:40 09/26/20	THEFT \$750 TO 2500	4800 BLK WALZEM RD
07:44:58 09/29/20	CRIMINAL MISCHIEF \$100 TO 750	8100 BLK EAGLECREST BLVD

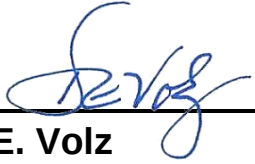
Windcrest Police Department Monthly - SEPTEMBER 2020

ITEM	JAN 2020	FEB '20	MAR '20	APR '20	MAY '20	JUN '20	JUL '20	AUG '20	SEP '20	OCT '19	NOV '19	DEC '19	2020 YTD
JUNK VEHICLE	35	25	22	15	10	17	20	12	3	18	21	25	159
STREET USED FOR STORAGE (VEHICLE)	10	7	13	9	3	6	8	5	3	4	6	5	64
RV-BOAT-TRAILER ON DRIVEWAY/STREET	15	21	5	10	13	16	10	6	4	20	13	11	100
VEHICLES ON GRASS	5	6	4	6	2	5	3	5	5	5	8	3	41
OVERGROWN VEGETATION (FRONT)	13	36	66	58	33	36	11	5	20	17	15	10	278
OVERGROWN VEGETATION (ALLEY)	10	6	0	30	25	41	44	15	6	24	35	15	177
VACATED PROPERTY	3	8	10	11	9	8	7	8	8	10	8	7	72
OVERHANGING TREE LIMBS (STREET-ALLEY)	18	5	6	13	10	15	21	45	5	50	26	12	138
NO ALARM PERMIT (RESIDENTIAL)	2	5	7	10	15	3	2	1	1	9	15	10	46
NO ALARM PERMIT (COMMERCIAL)	3	4	5	3	9	2	5	2	0	4	9	9	33
NO BUILDING PERMIT (RESIDENTIAL)	5	15	5	11	6	16	7	18	5	37	15	5	88
NO BUILDING PERMIT (COMMERCIAL)	20	18	11	8	32	13	15	12	26	22	11	10	155
SWIMMING POOLS (STAGNANT)	3	2	5	7	3	7	3	1	0	3	2	3	31
SWIMMING POOLS (UNSECURED)	0	0	0	0	1	0	0	0	0	1	0	0	1
SOLID WASTE-REFUSE COLLECT (NON-PAY)	2	1	1	0	0	2	5	11	2	15	3	2	24
UNSIGHTLY-UNSANITARY CONDITION	18	15	31	28	26	20	29	32	20	30	26	19	219
GRAFFITI AND TOOLS	5	1	0	2	1	2	5	2	3	0	3	1	21
NOISE NUISANCE	5	3	2	5	3	1	0	0	0	3	5	4	19
SIGN ORDINANCE (VIOLATION)	4	3	6	4	32	5	6	5	2	4	6	10	67
BUSINESS/RESIDENTIAL FOLLOW UP	269	216	253	272	275	271	275	229	117	NEW DATA			2177
DAYLIGHT CURFEW-YOUTH (VIOLATIONS)	0	2	5	2	3	2	0	0	0	9	6	3	14
SOLICITORS (VIOLATIONS)	10	8	3	0	6	10	6	3	2	5	13	15	48
SIGNS (BANDIT)	34	25	31	15	27	34	46	41	29	29	38	45	282
TOTAL ISSUES ADDRESSED	489	428	483	529	544	542	552	234	118	369	334	274	3919
CITATIONS ISSUED (CODE)	2	3	5	0	1	0	2	2	1	4	6	4	16
CITATIONS ISSUED (TRAFFIC)	23	20	3	0	0	0	0	3	0	24	10	14	49
WRITTEN NOTICES ISSUED (CODE)	269	216	253	272	275	271	275	229	117	290	246	179	2177
TOTAL ENFORCED	294	239	261	272	276	271	277	234	118	318	262	197	2242

Windcrest Police Department Monthly - SEPTEMBER 2020

WINDCREST POLICE DEPARTMENT ANIMAL CARE AND CONTROL UNIT

ITEM	JAN 2020	FEB '20	MAR '20	APR '20	MAY '20	JUN '20	JUL '20	AUG '20	SEP '20	OCT '19	NOV '19	DEC '19	2020 YTD
CALLS FOR SERVICE (DISPATCHED)	42	45	22	27	32	42	34	39	44	43	27	37	327
CALLS FOR SERVICE (DIRECT)	3	4	1	2	3	4	2	3	5	5	3	2	27
TOTAL CALLS	45	49	23	29	35	46	36	42	49	48	30	39	354
DOGS RECOVERED	15	18	8	9	12	7	5	11	14	21	8	19	99
DOGS REGISTERED	47	41	0	0	0	12	18	12	6	1	15	7	136
DOGS QUARANTINED	0	1	0	0	0	0	1	0	0	0	0	1	2
DOGS IMPOUNDED	4	10	8	9	12	2	3	9	6	15	6	9	63
DOGS ADOPTED	2	3	4	3	5	1	2	5	0	1	4	1	25
DOGS FOSTERED	0	0	0	0	1	0	0	1	1	0	0	0	3
DOGS EUTHANIZED (INJURY AND/OR ILLNESS)	0	0	0	0	0	0	0	0	0	0	0	1	0
DOGS RETURNED TO OWNER (DIRECT)	7	4	2	0	1	5	2	2	4	5	2	8	27
DOGS RETURNED TO OWNER (IMPOUND FACILITY)	2	8	2	3	4	1	0	1	4	0	5	0	25
DOGS RUNNING AT LARGE (NO CATCH)	3	2	3	0	2	3	1	1	3	2	1	6	18
DOGS RECOVERED (WITH TAGS)	2	1	0	1	0	1	0	0	2	3	2	1	7
DOGS RECOVERED (WITH MICROCHIP)	3	4	1	1	2	2	1	2	3	4	1	3	19
CATS REGISTERED (DOMESTIC)	6	14	1	0	0	1	2	0	1	2	3	6	25
CATS STERILIZED (FERAL)	5	6	4	3	4	9	3	9	2	0	2	0	45
DECEASED DOMESTIC ANIMAL (ILL OR UNK)	0	1	0	0	1	0	0	2	0	3	1	2	4
WILD ANIMALS - (ILL OR UNK)	6	8	2	4	5	4	3	4	6	5	4	5	42
CITATIONS - LEASH VIOLATION	0	0	0	0	0	0	0	0	0	0	0	0	0
CITATIONS - ANIM AT LARGE	11	3	1	0	1	1	0	1	2	2	1	4	20
CITATIONS - ANIM VAC	6	3	0	0	1	1	0	1	2	2	1	4	14
CITATIONS - ANIM REG	1	3	0	0	1	1	0	1	2	2	1	4	9
WARNING - ANIM AT LARGE	1	2	0	0	2	3	1	1	3	3	2	1	13
WARNING - ANIMAL VAC	0	4	0	0	0	0	0	1	1	0	0	1	6
WARNING - ANIMAL REG	0	4	0	0	0	0	0	0	0	3	0	0	4
COST - IMPOUND/SHELTER	\$1,185.00	\$2,805.00	\$1,585.00	\$1,981.00	\$1,485.00	\$2,227.00	\$1,655.00	\$2,565.00	\$3,375.00	NIR	\$3,698.00	\$1,704.00	\$18,863.00
COST - VETERINARY/CARE	\$486.00	\$763.00	\$1,642.96	\$1,077.00	\$272.00	\$770.00	\$2,132.00	\$257.00	\$2,084.50	NIR	\$219.00	\$820.00	\$9,484.46
TOTAL COST	\$1,671.00	\$3,568.00	\$3,227.96	\$3,058.00	\$1,757.00	\$2,997.00	\$3,787.00	\$2,822.00	\$5,459.50	\$0.00	\$3,917.00	\$2,524.00	\$28,347.46



Darrell E. Volz
Chief of Police

October 08, 2020

Date

Please contact me with any questions concerning this report.

This reporting is required by the City of Windcrest Charter § 5.02.3(h).

CITY OF WINDCREST MUNICIPAL COURT - OFFICIAL MONTHLY ACTIVITY REPORT

	Oct. 19	Nov. 19	Dec. 19	Jan. 20	Feb. 20	Mar. 20	Apr. 20	May. 20	Jun. 20	Jul. 20	Aug. 20	Sept. 20	TOTAL	Medium Average
Cases Filed	711	995	991	1017	839	644	69	397	869	873	819	611	8835	736
Fines Paid	13	10	17	14	26	15	11	14	12	12	16	11	171	14
Bond Forfeiture	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Not Guilty	10	21	13	30	14	7	0	2	11	11	5	9	133	11
Guilty	189	212	246	236	303	191	151	111	201	230	233	196	2499	110
Dismissed	81	61	105	110	142	80	0	26	94	45	54	50	848	71
Compliance Dismissals	31	31	83	101	90	48	4	8	38	14	22	14	484	40
Defensive Driving	36	21	24	42	64	28	9	27	20	8	28	32	339	28
Deferred Disposition	86	91	74	46	114	124	103	94	65	13	11	79	900	75
Insurance	0	0	1	3	0	2	0	1	1	1	1	1	11	1
Orders for Community Svc.	0	0	0	0	0	0	0	4	0	1	0	0	5	0
Appeals	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL CASES HEARD	446	447	563	582	754	493	286	371	442	335	370	392	5481	457
Failure to Appear/Warrants	303	221	218	447	329	205	0	0	497	213	290	161	2884	240
Warrant Officer Fine/Fee Addressed	\$ 30,756.20	\$ 36,973.88	\$ 33,040.26	\$ 44,855.53	\$ 64,821.33	\$ 45,589.09	\$ 33,510.51	\$ 31,997.49	\$ 44,892.64	\$ 51,960.26	\$ 50,137.29	\$ 54,247.55	\$ 522,782.03	\$43,565.17
Warrant Officer Activity	102	279	288	303	445	278	182	147	230	276	290	284	3104	258.67
Court Fines	\$ 46,898.24	\$ 36,398.64	\$ 48,676.18	\$ 64,162.48	\$ 63,517.59	\$ 46,315.91	\$ 34,250.37	\$ 25,667.76	\$ 39,702.31	\$ 54,077.25	\$ 46,983.26	\$ 40,727.50	\$ 547,377.49	\$ 45,614.79
State Fees	\$ 65,612.84	\$ 25,483.58	\$ 38,652.78	\$ 49,886.31	\$ 38,376.56	\$ 28,393.15	\$ 21,428.11	\$ 14,006.62	\$ 26,663.06	\$ 24,957.00	\$ 37,417.76	\$ 30,726.23	\$ 401,604.00	\$ 33,467.00
City Share of State Fees (10%)	\$ 6,561.28	\$ 2,548.35	\$ 3,865.27	\$ 4,988.63	\$ 3,837.65	\$ 2,839.32	\$ 2,142.81	\$ 1,400.66	\$ 3,970.23	\$ 5,408.00	\$ 3,741.77	\$ 3,072.62	\$ 44,376.59	\$ 3,698.05
Court Technology Fund	\$ 1,123.50	\$ 1,764.35	\$ 1,764.35	\$ 1,795.55	\$ 1,831.90	\$ 1,327.13	\$ 675.22	\$ 649.85	\$ 1,237.53	\$ 1,772.94	\$ 1,607.12	\$ 1,266.43	\$ 16,815.87	\$ 1,401.32
Court Building Security Fund	\$ 842.70	\$ 1,795.26	\$ 1,323.24	\$ 1,443.79	\$ 1,730.04	\$ 1,376.29	\$ 649.72	\$ 634.00	\$ 1,318.77	\$ 2,012.33	\$ 1,803.60	\$ 1,448.61	\$ 16,378.35	\$ 1,364.86
Fee to Omni/State	\$ 8,358.16	\$ 2,061.64	\$ 1,421.82	\$ 1,758.37	\$ 3,311.67	\$ 1,680.55	\$ 1,801.20	\$ 1,537.31	\$ 2,079.99	\$ 2,990.25	\$ 1,697.89	\$ 1,141.55	\$ 29,840.40	\$ 2,486.70
Collection Agency Fees	\$ 2,847.57	\$ 4,117.11	\$ 3,497.97	\$ 9,668.89	\$ 3,800.09	\$ 2,796.15	\$ 3,466.21	\$ 3,578.39	\$ 4,011.93	\$ 3,034.38	\$ 2,641.44	\$ 2,505.38	\$ 45,965.51	\$ 3,830.46
TOTAL CITY REVENUE	\$ 53,459.52	\$ 38,946.99	\$ 52,541.45	\$ 69,151.11	\$ 67,355.24	\$ 49,155.23	\$ 36,393.18	\$ 27,068.42	\$ 43,672.54	\$ 59,485.00	\$ 50,725.03	\$ 43,800.12	\$ 591,753.83	\$ 49,312.82
PRIOR Years Total Collections	\$ 35,297.86	\$ 25,881.80	\$ 28,887.85	\$ 38,685.66	\$ 47,000.79	\$ 57,120.76	\$ 55,086.85	\$ 43,069.11	\$ 34,518.69	\$ 53,665.77	\$ 66,149.79	\$ 47,093.54	\$ 532,458.47	\$ 44,371.54

Persons Arrested (Held in WCPD)	27	22	23	37	28	28	0	0	0	0	0	0	165
Persons Incarcerated (HELD IN GC)	2	1	0	0	0	0	0	0	0	0	0	0	3
Cost of Incarceration	\$ 350.00	\$ 350.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 700.00

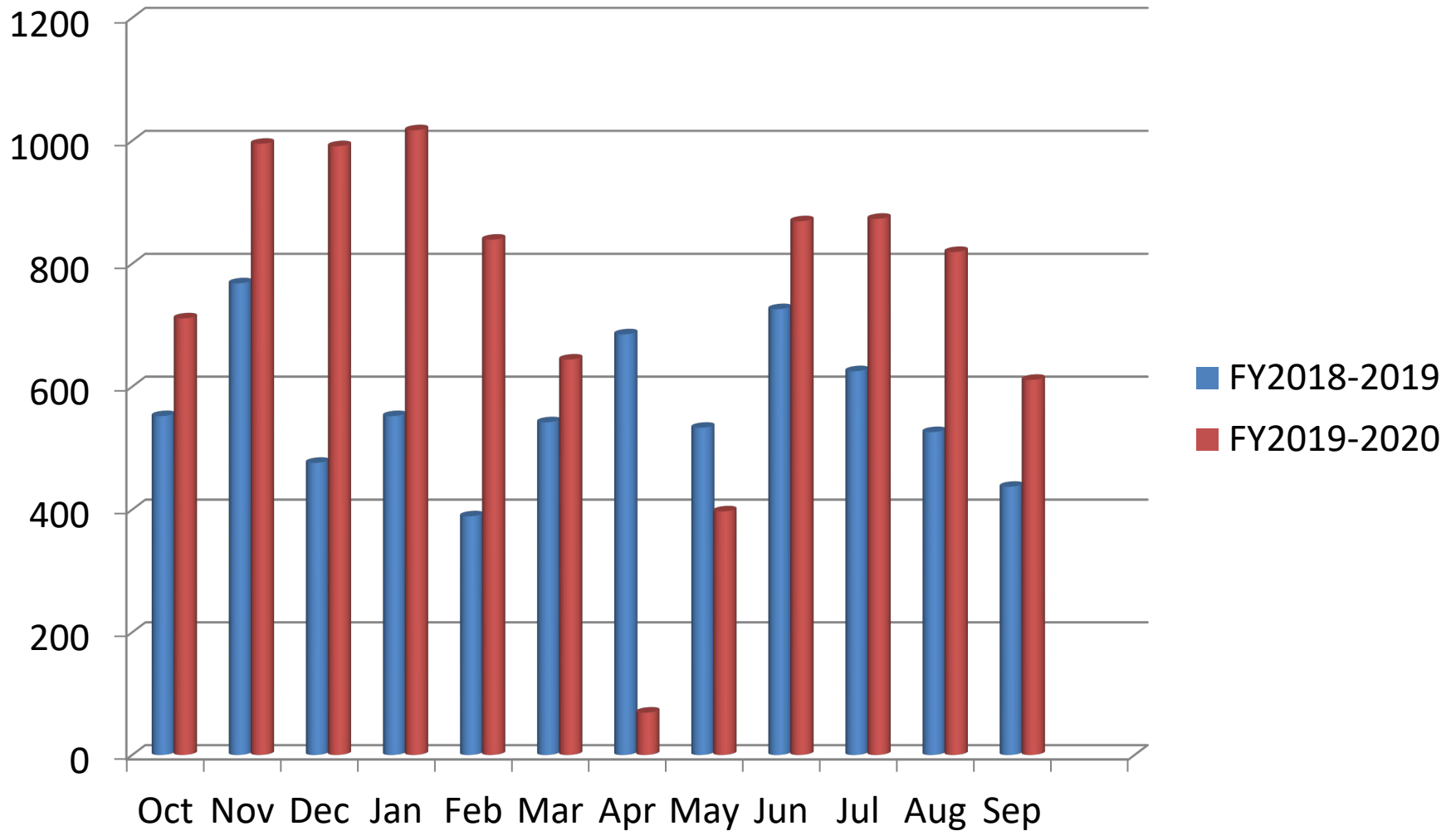
2018/2019Court Activity

Cases Filed	552	768	476	552	389	542	685	533	726	625	526	437	6811	
Court Fines	\$ 33,865.08	\$ 24,419.20	\$ 27,418.87	\$ 36,650.44	\$ 45,219.30	\$ 54,975.08	\$ 51,074.68	\$ 40,018.69	\$ 32,521.08	\$ 51,632.47	\$ 62,814.22	\$ 44,825.46	\$ 505,434.57	
TOTAL CASES HEARD	376	327	328	400	461	434	434	427	1120	553	533	934	6327	
Persons Arrested	22	18	12	16	15	16	23	28	10	21	28	33	242	
Persons Incarcerated	0	1	0	0	2	2	2	1	1	6	6	4	25	
Cost of Incarceration	\$ -	\$ 350.00	\$ -	\$ -	\$ 900.00	\$ 450.00	\$ 500.00	\$ 50.00	\$ 850.00	\$ 750.00	\$ 1,200.00	\$ 850.00	\$ 5,900.00	\$30,782.20
Warrant Officer Fine/Fee Addressed	\$17,636.40	\$16,661.70	\$ 18,953.80	\$29,249.00	\$39,701.50	\$ 44,990.66	\$38,183.40	\$35,848.30	\$37,485.30	\$27,073.44	\$ 36,648.78	\$ 26,954.08	\$ 369,386.36	
Warrant Officer Activity	197	119	143	154	257	251	215	183	129	217	307	226	2398	

CASES FILED

FY 2018/2019 vs. FY 2019/2020

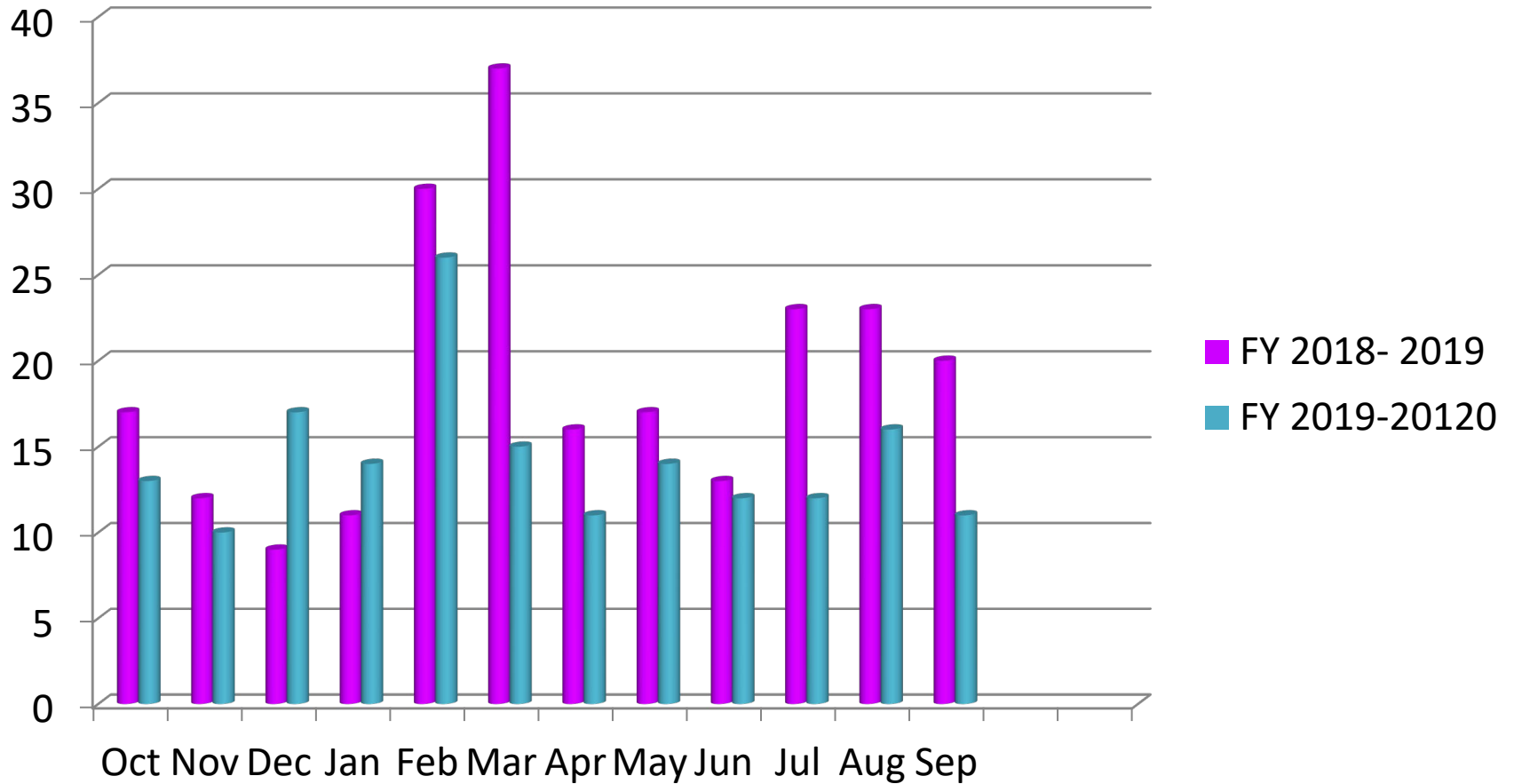
(Citations from Police Department, Code Enforcement, Animal Control)



FINES PAID

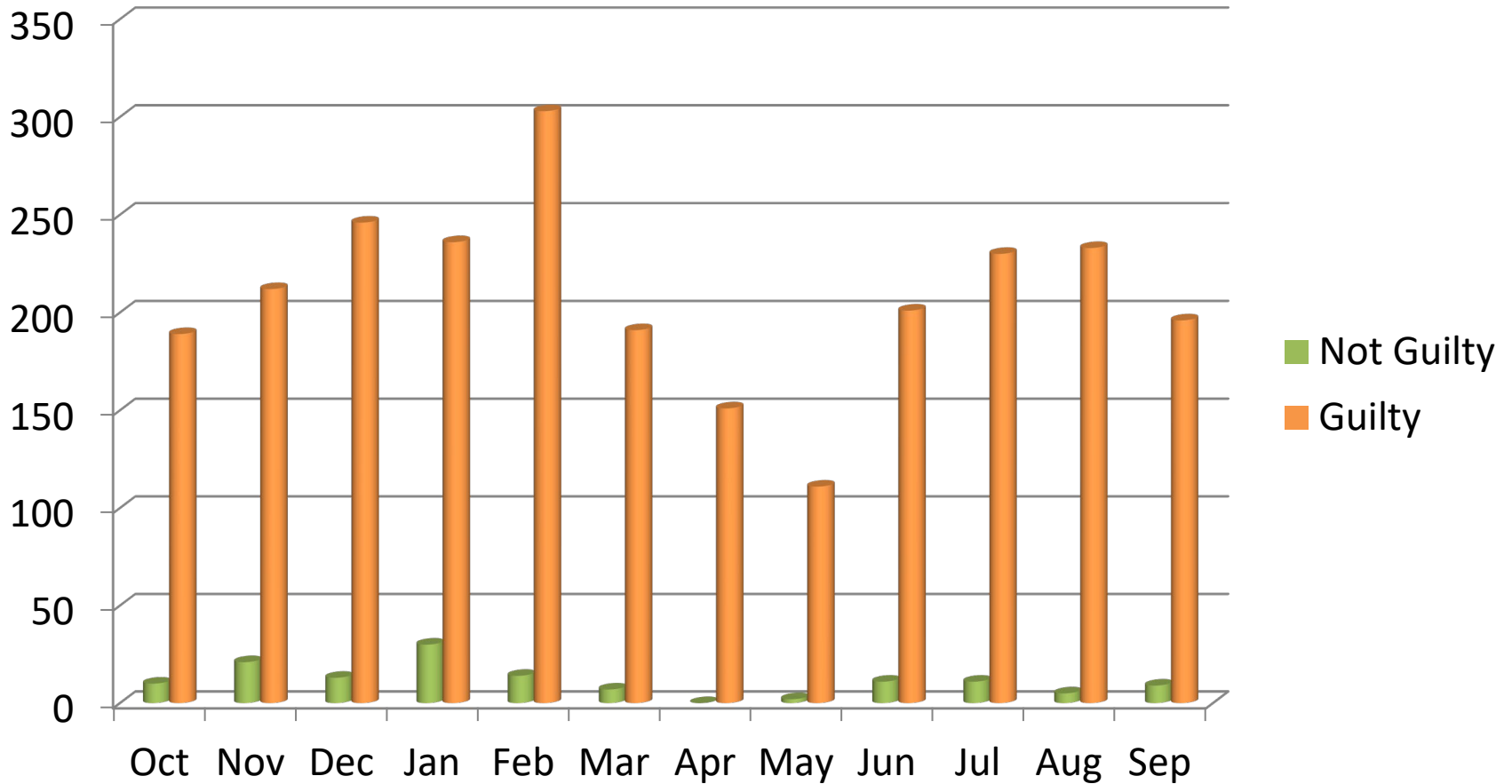
FY 2018/2019 vs. FY 2019/2020

(Number of cases in which defendants came in and paid in full and case was closed. Does not include defendants who were granted Deferred Disposition or Defensive Driving)



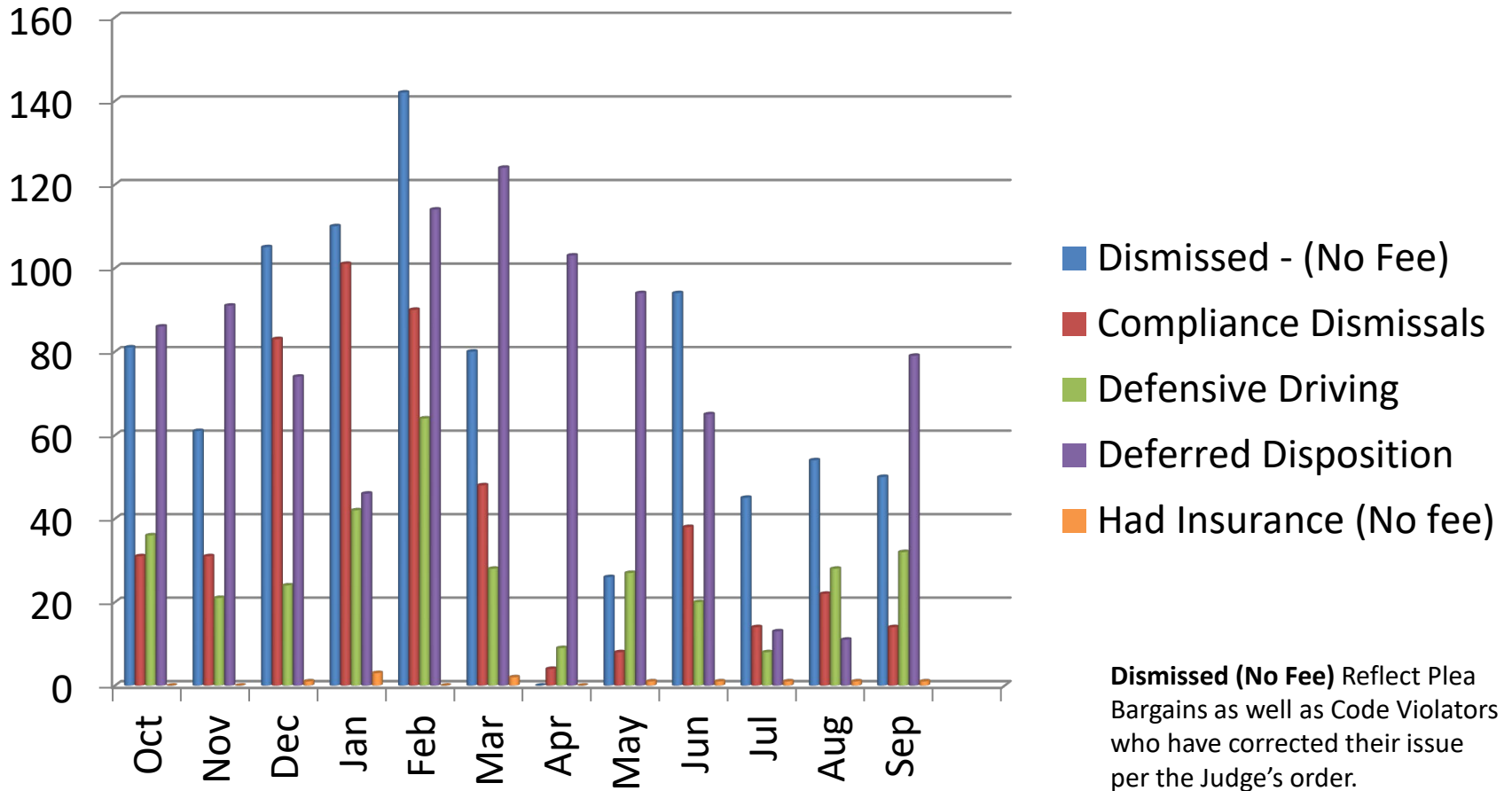
NOT GUILTY / GUILTY

(Numbers only, not \$ amounts. Guilty column correlates with defendants who paid fines in FY 2018 – 2019 from above slide)

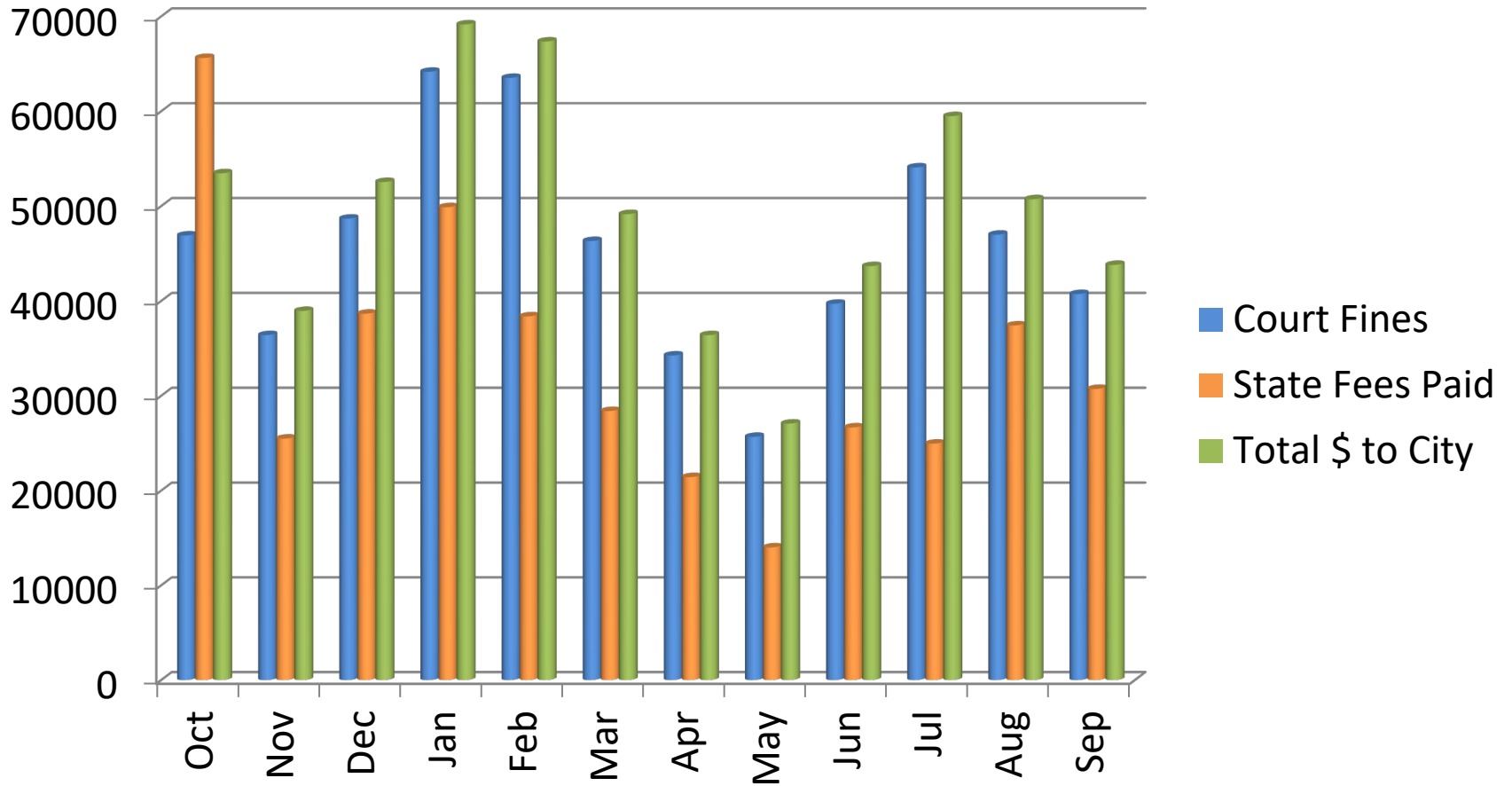


DISMISSALS

(Numbers only, not \$ amounts)

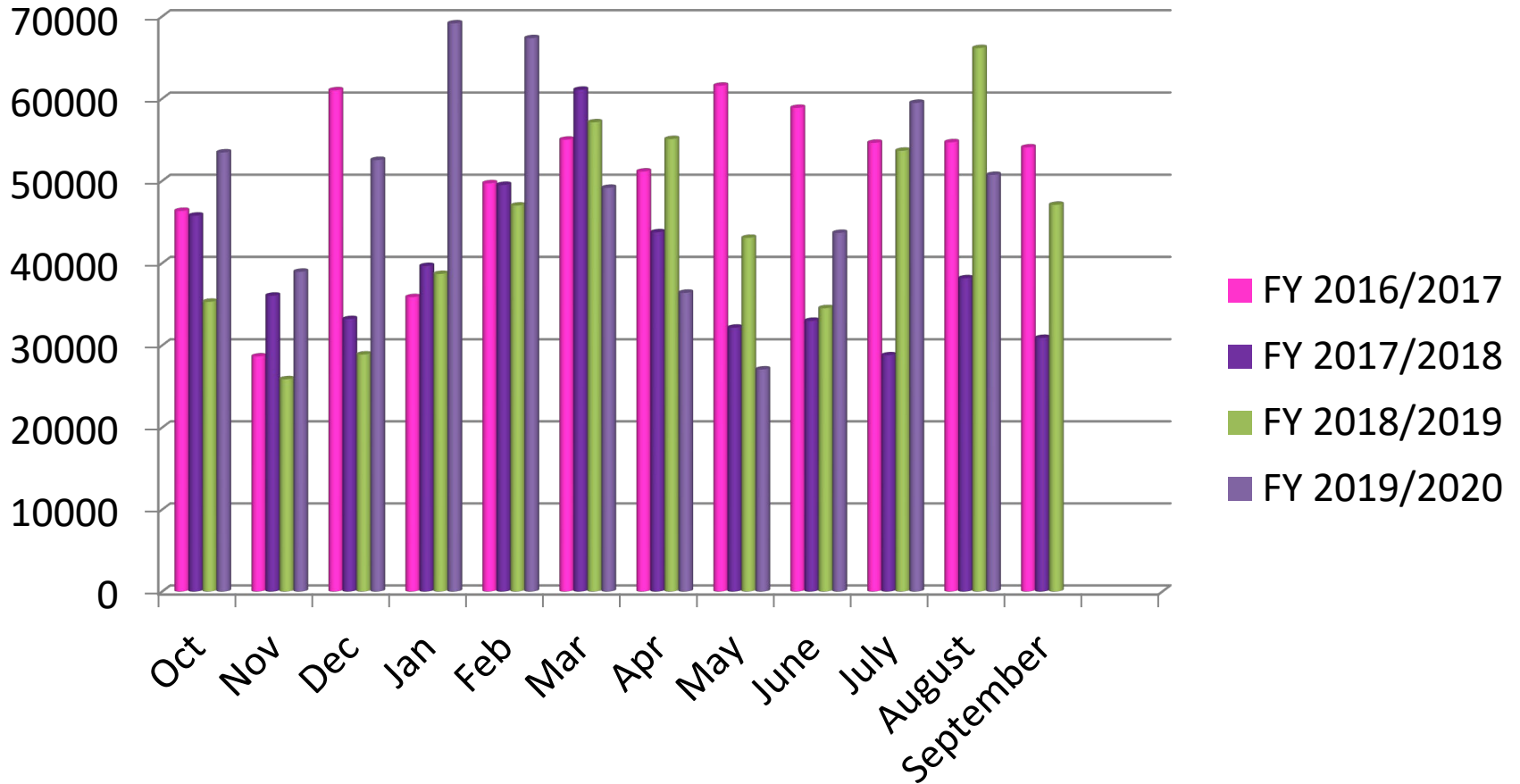


DISTRIBUTION OF TOTAL COURT COLLECTIONS



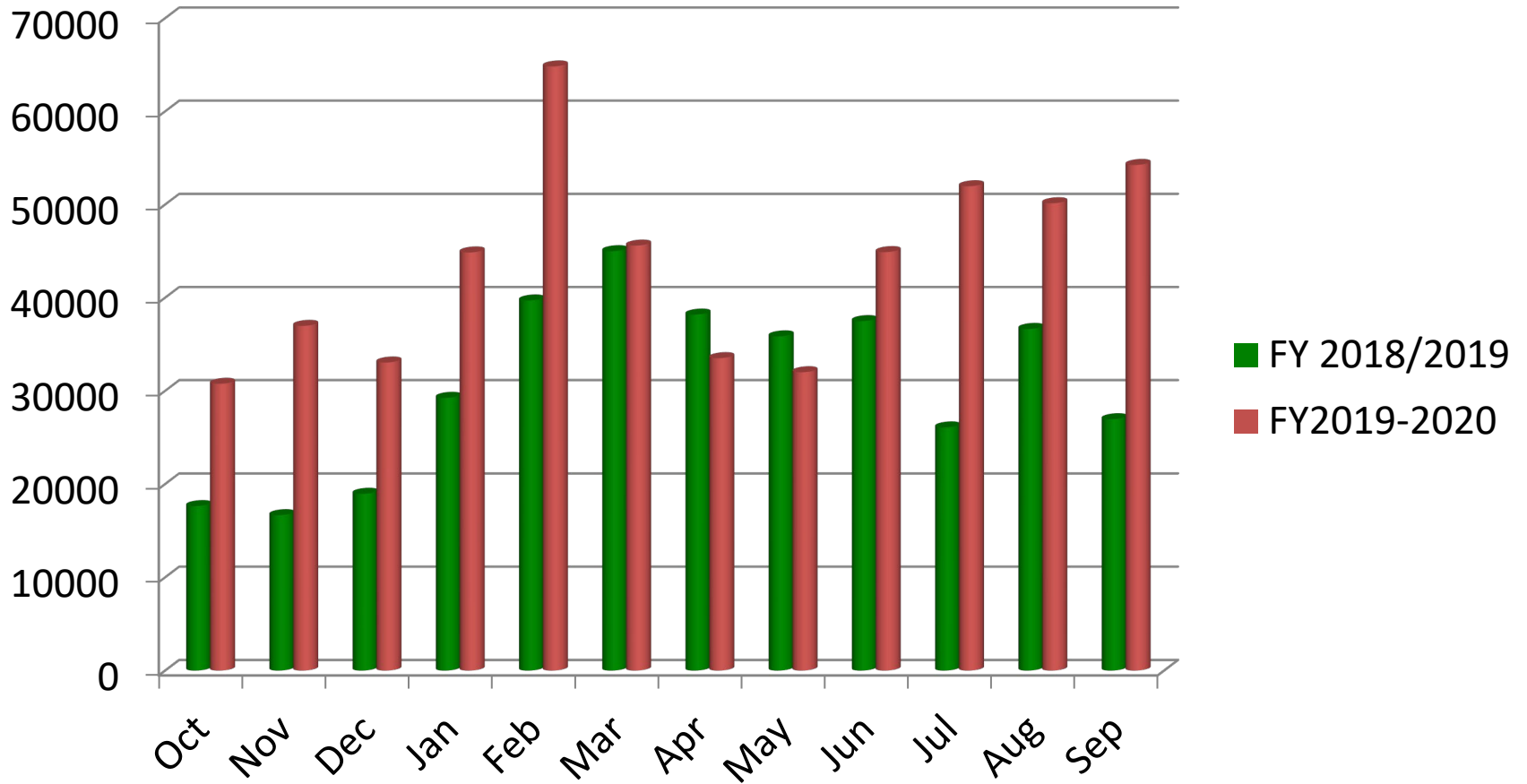
TOTAL CITY REVENUE FROM COURT

(4 year comparison)



WARRANT COMPARISON OF FINES AND FEES COLLECTED

(FY 2018– 2019 vs FY 2019 – 2020)



PROJECT HIGHLIGHTS

1. Continued street sign pole adjustments.
2. Took down large tree in drainage area at 430 Crestwind Dr.
3. Trimmed up trees in preparation of Christmas decorating.
4. Performed equipment repair and maintenance on saws, weed eaters, mowers, and trucks.
5. Cleared drains at all ponds after rain.
6. Picked up large bags of trash and a mattress that were dumped on King Arthur St. then mowed it.
7. Cut grass and pulled out dead trees at Golf Crest Dorm in preparation of part "B" of rock garden project.
8. Constructed concrete pad and installed a bench with wheel chair access.
9. Planted new Crepe Myrtle trees at Golf Crest dorm.
10. Laid down weed barrier to rock garden area and added rock. Established flower pots for garden.
11. Made repairs on electrical box on outside wall of City Hall.
12. Sent PW Supervisor, Chris Gamboa, for Inspection certification class.
13. Re-established stop sign at Richfield St. and Crestway St. after strong winds.
14. Trimmed up brush at Windway Island.

NAME	19-Oct	19-Nov	19-Dec	20-Jan	20-Feb	20-Mar	20-Apr	20-May	20-Jun	20-Jul	20-Aug	20-Sep	Total YTD
Pool Maintenance	23	16	27	25	20	24	11	40	44	24	20	24	298
Facility Repair/Maintenance	184	136	101	168	112	104	109	152	168	162	100	152	1648
Landscaping	324	288	288	296	240	224	96	270	350	288	264	320	3248
Job Education	13	0	13	8	96	32	13	24	13	12	11	11	246
Restrooms/ Park Trash	69	36	36	44	38	32	11	60	66	44	40	44	520
Pot Holes/ Streets	8	6	16	16	6	4	4	4	8	4	4	8	88
Alley Repair	32	16	54	40	24	16	0	24	24	0	0	0	230
Weed Sprying/ Ant Treatment	8	4	4	4	6	4	4	4	4	8	8	6	64
Mowing/ Edging/ Blowing	320	214	240	192	200	240	208	264	280	276	256	240	2930
Street Sweep	176	112	144	176	80	64	176	120	136	176	160	160	1680
Watering City	20	18	18	22	12	8	4	4	8	8	12	16	150
Tree Trimming and Chipping	72	96	24	40	18	24	4	8	24	18	32	48	408
Car Wash	12	2	8	14	8	8	4	4	4	6	6	8	84
Yard Cleaning	40	32	36	24	24	24	16	12	12	12	10	12	254
Signage Replacement and Repair	6	10	8	21	24	72	8	4	4	448	144	168	917
Clean And Repair Equipment	10	12	12	12	12	8	16	8	12	18	24	24	168
Mechanic	176	136	120	176	144	160	80	72	176	176	0	176	1592
Miscellaneous	24	12	20	22	16	12	0	24	16	8	6	12	172
Painting Streets and Curbs	6	0	0	24	64	0	0	64	0	0	24	32	214
Overtime	39	121	110	6	0	0	0	14	0	0	0	0	290
Button Install	0	0	0	0	0	0	0	0	0	0	0	0	0
Drainage Repair and Clean up	128	0	12	8	6	0	6	4	8	8	4	8	192
Pond Maintenance	8	8	6	6	8	8	12	12	16	18	88	24	214
Pick Trash City Wide	115	108	108	132	115	120	88	120	110	126	120	132	1394
Christmas Set-Up/ Decorations	48	296	0	0	0	0	0	0	0	0	0	24	368
Christmas Tear-Down	0	0	0	248	0	0	0	0	0	0	0	0	248
TOTAL HOURS	1861	1679	1405	1724	1273	1188	870	1312	1483	1840	1333	1649	17617



WEDC Report to the City Council – October 19, 2020

Jennifer Newman, President of the Board

In September we continued our aggressive efforts both in business retention and expansion and also in the area of new business development. We are now a Certified Community by the Governor's Office of Economic Development and will be forwarded leads that are considering the region. As an example, we submitted a proposal for Project Gateway Passage (an IT and cyber security operation) looking about 40,000 square feet of office space for a 300 employee project. Along with demographic, cost and education and training information we submitted the Four Winds and the Rackspace buildings as possible locations.

We have also presented to a high end specialty restaurant with over \$10 million in sales, possible locations and information for a local operation.

We continue to work with the YMCA CEO and regional team to try and re-establish the facility in Windcrest. WEDC is working with the YMCA and its Architectural Firm in developing plans and presentations to possible partners. In our preliminary review we have a target list of potential partners that may support an upscale Y in the community. Preliminary discussions with the YMCA staff identify the need for a 54,000 square foot facility.

The WEDC promotional efforts have focused on a larger social network; we have created Twitter, Instagram and LinkedIn pages to supplement our website and Facebook activity. Many citizens and companies now use a variety of social media platforms to stay informed. We are also following our metrics online closely and asking the public and businesses to review our activities on Google which will help our visibility on internet searches.

Staff provided a total of 6.5 hours of technical assistance to 6 citizens and businesses during the month of September. Also carrying out 5 BRE visits during September, including The Angels Bargain Store, Pho Hai An Restaurant, The Dawn Rhodes Salon, Asia Supermarket and Windcrest Nursing and Rehabilitation Center.

ORDINANCE NO. 2020-031(O)

AN ORDINANCE TO REGULATE THE PLANTING OF TREES, SHRUBS, BEAUTIFICATION PROJECTS ON PUBLIC PROPERTY BY ADOPTING ARTICLE IV OF CHAPTER 26 OF THE CITY OF WINDCREST'S CODE OF ORDINANCES

WHEREAS, the City Council of Windcrest has determined a need to address and regulate the planting of trees, shrubs, and beautification projects including dedicated projects on city property, right of ways, and areas designated as parks or greenspace within the City; and

WHEREAS, the City Council desires that the City's appearance remain well kept, healthy, and safe for public use; and

WHEREAS, the City Council has determined that it is in the best interest to regulate or approve all projects occurring on City property, including planting of trees and shrubs, landscaping, alterations for the overall attractiveness of the property, air quality, safety, and aesthetic of the City; and

WHEREAS, the City Council finds that unauthorized planting or projects may be detrimental to the City's appearance and the safety of citizens, in certain right of ways or city owned property; and

WHEREAS, the City Council finds that well-meaning citizens, in the past, have planted or landscaped on City property without consent and negatively impacted the property; and

WHEREAS, the City Council finds amendments to its Code of Ordinances is necessary to address this issue and to ensure public health, safety, and welfare.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WINDCREST, TEXAS that Article IV of Chapter 26 of the Windcrest Code of Ordinances is hereby adopted, and the below listed article and sections shall read as follows:

Article IV – Citizen Modification of Certain Public Property

Sec. 26-50 – Purpose

All public property owned, leased, or otherwise controlled by the City of Windcrest should be properly maintained and kept in good order. While the City welcomes donations and volunteer time to improve public lands, uncoordinated and unpermitted attempts at improving City property by citizens can cause damage to property, injuries, and violations of state and federal requirements. The purpose of this article is to allow the creation of a procedure for citizens to donate and volunteer to help improve public property, without causing unintended consequences or request certain modifications by the city.

Sec. 26-51 – Prohibition

No person may plant vegetation, including but not limited to plants, shrubs, trees, vines, and flowers, on any city owned or controlled land without submitting a written request to the designated city official or the city manager, and obtaining written permission to perform the planting. Nor should any person perform any unauthorized landscaping, alteration, or modification of city owned or controlled property without written permission from the city manager or designee.

Sec. 26-52– Exclusions

This article does not apply to the following:

- 1) A contractor hired or retained by the city to perform certain improvements, including but not limited to alterations, landscaping, planting, or watering, on city owned or controlled property.
- 2) A city employee when performing the duties assigned by the city, and include making alterations, landscaping, planting, or watering, on city owned or controlled property.
- 3) Any alterations, modifications, or improvements to city owned or controlled roadways, highways, streets, alleyways, or sidewalks when acting pursuant to an authorized governmental entity.¹
- 4) Any alterations, modifications, or improvements to city owned or controlled property where the city manager has otherwise given express authority for a designated person or persons to make the alterations, modifications, or improvements.

Sec. 26-53 – Citizen Request to Perform Planting or Modification

- 1) Any person wishing to plant vegetation, including but not limited to plants, shrubs, trees, vines, and flowers, on any city owned or controlled land or perform any landscaping, alteration, or modification of city owned or controlled property must submit a written request to the city secretary's office.
- 2) The city manager or his designee is authorized to approve or deny such written request using procedures and criteria for approval or denial as adopted by the city manager. Any approval must be in writing.
- 3) The city manager's determination is final.

Sec. 26-54 – City Beautification Projects

- 1) Any person wishing for the city to perform alterations or improvements to city owned or controlled property and have the city pay for such improvements may submit a written request for a beautification project to the city secretary's office.

¹ Official Comment: This is meant to address situations where CPS, SAWS, and other utilities or governmental entities other than the city have a lawful right to make changes to the rights-of-way within the city. This section also excludes city-initiated work from requiring written permission prior to beginning.

- 2) The city manager or his designee is authorized to approve or deny such written request using procedures and criteria adopted by the city manager.
- 3) The city manager's determination is final.

II. CUMULATIVE CLAUSE

That this Ordinance shall be cumulative of all provisions of the City of Windcrest except where the provisions of this Ordinance are in direct conflict with the provisions of an existing ordinance, in which event the conflicting provisions of such existing ordinance are hereby repealed.

III. SEVERABILITY

That it is hereby declared to be the intent of the City of Windcrest that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance should be declared unconstitutional by the valid judgement or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of the Ordinances, since the same would have been enacted by the City Council without incorporation in this ordinance of any such unconstitutional phrases, sentences, paragraphs, or sections.

IV. PROPER NOTICE AND MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

V. EFFECTIVE DATE

This ordinance shall be effective upon passage and publication as required by state and local law. As an amendment to the City's Code of Ordinances, this ordinance is effective immediately upon passage. The criminal penalties are effective upon the proper publication requirements being accomplished under state law.

**THE ADOPTION OF ARTICLE IV, CHAPTER 26 AND ITS SECTIONS ARE TO
BE CONSTRUED CONSISTENT WITH THE WINDCREST CODE OF ORDINANCES.**

DULY PASSED ON FIRST READING, on the 5th day of October,
2020 at a regular meeting of the City Council of the City of Windcrest,

Texas, which was held in compliance with the Open Meetings Act, Gov't. Code §551.001, et. Seq. at which meeting a quorum was present and voting.

DULY PASSED AND APPROVED, on the _____ day of _____, 2020 at a regular meeting of the City Council of the City of Windcrest, Texas, which was held in compliance with the Open Meetings Act, Gov't. Code §551.001, et. Seq. at which meeting a quorum was present and voting.

CITY OF WINDCREST, TEXAS

Dan Reese, Mayor

ATTEST:

Rachel C. Dominguez, City Secretary

APPROVED:

Ryan S. Henry, City Attorney

ORDINANCE NO. 2020-032(O)

AN ORDINANCE CREATING ARTICLE III-WASTE DISPOSAL AND FRANCHISES OF CHAPTER 14 OF THE WINDCREST CODE OF ORDINANCES, AND PROVIDING FOR SERVICES, PROGRAMS, ENFORCEMENT AND PENALTIES FOR SOLID WASTE MANAGMENT

WHEREAS, the City of Windcrest is a home-rule municipality, which has codified its regulations and enforcement; and

WHEREAS, the City manages its own garbage and recycling system for its citizens; and

WHEREAS, the City has provided a franchise to an identified waste management company to provide solid waste collection, handling, transportation, storage, processing, and disposal; and

WHEREAS, the City is authorized under Texas law to enter into contracts to enable it to furnish or receive solid waste management services; and

WHEREAS, the City believes it should adopt reasonable regulations regarding solid waste management services and franchises for solid waste collection, handling, transportation, storage, processing, and disposal; and

WHEREAS, the City anticipates certain developments to occur within the next calendar year as well as several potential businesses to relocate to Windcrest; and

WHEREAS, the City believes it is in the best interest of the City and its citizens to develop a program which provides for a franchise for a potential alternate waste management company to utilize when, in the opinion of the City Manager, use of the alternate at selective times and sites is necessary to ensure proper solid waste pickups, removals or equipment; and

WHEREAS, the City believes it is in the best interest of the City and its citizens to adopt reasonable rules for regulating solid waste collection, handling, transportation, storage, processing, and disposal; and

WHEREAS, the City Council finds the adoption of this article is to protect public health, safety and wellbeing of all citizens, for the general health and safety of the public, including eliminating possible germ breeding materials and conditions which may contribute to the spreading of diseases and infections to humans and animals, and to provide a means for the controlled and safe handling, collection, transporting and disposal of municipal solid waste within the City.

I.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WINDCREST, TEXAS that Article III of Chapter 14 of the Windcrest Code of Ordinances is adopted and shall read as follows:

Article III - WASTE DISPOSAL AND FRANCHISE

Division I – Services and Programs within the City

Sec. 14-150. – Definitions

A. Adoption

The city adopts the definitions found in §363.004 of the Texas Health and Safety Code and such definitions apply to this article unless a definition is expressly changed within this article.

B. Further Definitions

Brush shall include tree branches, woody vines, shrubs, and other herbaceous and woody plants less than six (6) feet in length, excluding posts, boards, lumber or their fragments. Stumps, roots, or shrubs with root balls, loose or containerized leaves and grass clippings are unacceptable for brush collection. Brush does not include any material generated at a location other than the residence from which it is collected.

Bulky waste shall include only municipal solid wastes in the forms of irregularly sized items that do not readily fit into refuse containers, which include but are not limited to, large appliances (e.g. refrigerators, water heaters, washers, and dryers), toilets and furniture, also small and medium-sized appliances, and other domestic wastes and discards which are commonly regarded by the regulated community as large non-putrescible municipal solid waste items. Bulky waste does not include household hazardous waste, hazardous or special wastes, construction and demolition waste, vehicle parts, commercial tires, brush, electronics, or products containing glass which may break during collection. Bulky waste does not include waste generated at a location other than the residence from which it is collected.

Curbside Service shall mean garbage, trash and recyclable materials to be picked up by a franchise holder or contractor which will be located at the curbside of the street bearing the customer's address.

Customer shall mean owner, occupant, tenant or person otherwise in control of premises in the City on which garbage and trash are accumulated and from which the same is removed or required to be removed pursuant to the terms of this article.

Deface shall mean and apply to writing, carving or scratching on the varnish or paint or plaster of any public refuse or recycling containers, or staining such containers with paint, or any other article which will produce a discoloration of the painting or plaster on them.

Garbage shall have the same definition as refuse.

Hazardous waste shall mean any liquid or solid waste identified or listed as a hazardous waste by the administrator of the U.S. Environmental Protection Agency (EPA) pursuant to the

federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976.

Infectious waste (see *special waste*) shall mean waste containing pathogens or biologically active material, which because of its type, concentration, and quantity, is capable of transmitting disease to persons exposed to the waste.

Mulch shall mean the organic product resulting from chipping of wood and woody materials.

Multi-family residential property means three (3) or more dwellings, typically rented and not owner-occupied where multiple families live. Certain aspects may be shared, including parking, outdoor space and mail delivery points. Multi-family residential property may include apartments, condominiums, and townhouses. If solid waste collection services are also shared for these properties, container service from the city is not feasible for such developments and is only provided to limited multi-family residential properties.

Owner as used herein shall include, but not limited to, any equitable owner, any person having a possessory right to the land or building or the person occupying it, any part owner, joint owner, tenant in common, tenant in partnership, joint tenant or tenant by the entirety.

Prohibited waste shall mean any waste prohibited from landfill disposal by the EPA, the city, TCEQ, or landfill-operating permit. Prohibited wastes also include wastes that may be injurious to collectors or may cause damage to collection vehicles.

Qualifying customer shall mean a customer for solid waste management services which meets certain express qualifications in order to utilize a city program.

Recyclable materials shall mean those solid wastes that are separated for recycling or reuse such as newspaper, mixed office paper, corrugated cardboard, kraft paper, container glass, aluminum and tin cans, magazines, steel aerosol cans, and plastic bottles and containers. A material that has been recovered or diverted from the nonhazardous waste stream for the purposes of reuse, recycling or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. The following is a non-exclusive list that constitute recycled materials. (1) Newspapers, magazines and catalogs, excluding other paper items, such as mail, paper bags or other paper. (2) Clear and colored glass bottles and jars, excluding mirrors, windows, ceramics, light bulbs and other glass products. (3) Metal cans composed of tin, steel or aluminum (excluding, scrap metals). (4) Plastic containers of polyethylene terephthalate and high-density polyethylene varieties (i.e. clear plastics.) (5) Other items identified as recyclable by the city and any person having a franchise or contract with the city, or as a result of changes in local, state, or federal laws, ordinances, or regulation.

Recycling shall mean the collection, separation, recovery, and sale or reuse of metals, glass, paper, plastics, and other materials that would otherwise be disposed or processed as municipal waste.

Solid waste management services shall mean all forms of solid waste collection and disposal services to which the City is authorized by law to perform and have performed, including but not limited to, refuse and trash pickup and disposal, recycling pickup and disposal, brush pickup and disposal, construction material pickup and disposal, bulk pickup and disposal, and alleyway pickup and disposal. This definition shall also include the definition of solid waste management found in §363.004 of the Texas Health and Safety Code.

Special waste shall mean any waste defined as Special Waste by 30 TAC §330.3 (148). Further, *Special waste* shall mean any liquid, semi-liquid, solid waste or combination of solid wastes that because of its quantity, concentration, physical or chemical characteristics or biological properties, require special handling and disposal to protect the human health or the environment. Special wastes include, but are not limited to:

- (1) Household hazardous waste.
- (2) Infectious and hospital related wastes.
- (3) Municipal water and wastewater treatment plant sludges.
- (4) Grease and grit trap wastes.
- (5) Slaughterhouse wastes.
- (6) Dead animals.
- (7) Drugs, contaminated foods, or drink products, other than those contained in normal household waste.
- (8) Pesticide (insecticide, herbicide, fungicide, or rodenticide) containers.
- (9) Asbestos or materials containing asbestos.
- (10) Contaminated soil.
- (11) Tires.

Special wastes may need pretreatment before they are disposed of.

Trash shall mean all household refuse other than garbage, debris, brush, and bulky Waste; trash shall include grass, yard clippings, weeds, heavy accumulations of newspaper and magazines, recyclable materials, old clothes, and other household trash of like kind, but shall not include unacceptable waste.

Unacceptable waste shall mean any and all waste that is either: 1) Waste which is now or in the future becomes prohibited from disposal at a sanitary landfill by state, federal, and/or local laws and/or regulations promulgated there under; or 2) “Hazardous Waste”; or 3) “Special Waste”, as defined herein; or 4) Waste, including landfill prohibited waste materials, which is prohibited from disposal at the landfill by a holder of a franchise or city contract for solid waste management services including tires, concrete, and bulk petroleum or chemical products or by-products; or 5) Liquid waste, as defined herein, and septic tank pumping and grease and grit trap

wastes; or 6) Sludge waste, including water supply treatment plant sludge and stabilized and/or unstabilized sludge from municipal or industrial wastewater treatment plants; or 7) Dead animals and/or slaughterhouse waste, except for animal euthanized under authority and direction of the City Manager; or 8) Any waste, including “special waste” as defined herein, which because of its quantity, concentration, frequency of disposal, required disposal procedures, regulatory status, or physical, chemical, infectious or other characteristics jeopardizes or may jeopardize the environmentally sound operation of the disposal site, as determined by a franchise holder or contractor in its sole discretion; or 9) Construction debris not generated by a residential customer; or 10) Appliances containing CFC’s that do not bear a certification tag that shows the CFC’s have been properly recovered in accordance with federal law.

Unrecoverable cost shall mean a cost the city must pay to a franchise holder or contractor for solid waste collection or disposal, including recycling, which the city does not receive compensation from the customer to cover the full cost paid to the franchise holder or contractor.

Yard waste shall mean leaves, grass clippings, yard and garden debris and brush, including clean woody vegetative material not greater than six inches in diameter that result from landscaping maintenance. The term does not include stumps, roots or shrubs with intact root balls.

Sec. 14-151.- Services

- A. **Scope of Services.** In order to properly manage and assure the City complies with the regional and local solid waste management plans, the City shall control the solid waste collection, handling, transportation, storage, processing, and disposal within the City and any municipal territory, for any solid waste services operated within the jurisdiction of the City as authorized under state law. The City shall charge a fee for such services and programs.
- B. **Solid Waste Collection and Disposal Services Required.** Every occupied residential or commercial structure within the City, and every service address for purposes of water and/or sewer services within the City must be served by a solid waste management service. The owner of the property is responsible for compliance with this requirement. The City shall arrange for proper solid waste collection and disposal of all City owned property, but no fee is required.
- C. **Garbage Fund.** The City hereby establishes a solid waste management fund to be used in the collection of rates, charges, fees, fines, and other amounts for services and the payments necessary to operate the city’s solid waste management services. The City charge, and collect fees, rates, charges, rentals, and other amounts for services or facilities provided under or in connection with a contract for solid waste management services. Those fees, rates, charges, rentals, and other amounts may be charged to and collected from the residents of the city, if any, or from users or beneficiaries of the services or facilities and may include water charges, sewage charges, and solid waste disposal fees and charges, including solid waste collection or handling fees. All prior

garbage of specialized funds used to manage the city's solid waste management system are incorporated into this established fund.

D. Established Services and Programs. The city establishes the following services and programs for solid waste management services within its jurisdictions.

1. Services.

a) **Residential Service.** This service provides solid waste management services to properties zoned or which are held to be residential in nature or operation. Any owner, occupant, tenant or lessee of any residential premises in the city shall have their municipal solid waste regularly removed by the city. The charges for such service shall be included on a regularly scheduled bill issued by the city or as otherwise provided for under the policies of the city. While the owner of a property may agree for a tenant or lessee to pay the charges for such service, the owner and any tenant and lessee of the property are jointly and severally responsible for compliance with this provision and all charges associated with such service.

b) **Commercial Service.** This service provides solid waste management services to properties which are not residential or do not qualify for a residential service. Such properties include, but are not limited to, operations which are commercial, industrial, institutional, non-profit, charitable, educational or holding some other zoning designation which is not residential. Any owner, occupant, tenant or lessee of any premises in the city which is not residential in character or zone shall have their municipal solid waste regularly removed by the city. The charges for such service shall be included on a regularly scheduled bill issued by the city or as otherwise provided for under the policies of the city. While the owner of a property may agree for a tenant or lessee to pay the charges for such service, the owner and any tenant and lessee of the property are jointly and severally responsible for compliance with this provision and all charges associated with such service.

2. Programs.

a) **Alternative Hauler Program.** Only qualifying commercial customers are permitted to use this program. It provides for additional haulers to receive franchises for the limited purpose of covering qualifying customers who generate, on average, an overly large amount of solid waste tonnage and pickups. This program requires a written contract between the qualifying customer and the city, approved by the City Council.

- b) **Persons with Disability Program.** Only qualifying residential customers are permitted to use this program. This program may provide additional assistance with solid waste disposal at a person's residence in the event the individual suffers from a disability preventing or severely limiting the person's ability to utilize residential services. A fee may be charged for participation in such a program by a qualified customer.
- c) **City Manager Initiated Program.** In order to take advantage of grants or other separately funded or required programs by other entities, the City Manager is authorized to create such additional programs, by written policy, as deemed appropriate by the City Manager. However, no City Manager Initiated Program may relieve any person or property of having to comply with a mandatory service for pickup and disposal of solid waste.
- E. **Mandatory Participation.** All persons who own or occupy property within the city and who generate any form of municipal solid waste shall register and receive services from the city under one or more services. Each property which generates any form of solid waste must be separately registered and shall receive separate services.
- F. **Permissive Programs.** The City may allow an owner or occupant of a property to register and receive the benefits of one or more programs for solid waste management services. The City Manager shall not allow any person to receive the benefits of a program without being registered and receiving service from a mandatory service for a property. While *services* are mandatory, *programs* are permissive.¹
- G. **City Manager Control.** All services and programs shall be operated under the control of the City Manager. The City Manager may adopt reasonable policies, protocols, and rules to operate all solid waste management services and programs within the City which are not inconsistent with this article, Section 361.0961 of the Texas Health and Safety Code or Chapter 363 of the Texas Health and Safety Code.
- H. **Owner Responsibility.** All property owners who own property within the city's jurisdiction are jointly and severally responsible for their properties, along with all tenants and lease holders, for the proper collection of solid waste from each property owned and for all charges attributed to the collection, transport and disposal.²

¹ Official Comment: There is a difference in this code between a program and a service. The *service* is intended to be the mandatory solid waste pickup and disposal process everyone in the city must follow to ensure trash and refuse are routinely picked up and disposed and the charges for such service. A *program* is an added or alternate way in which a service is provided to qualifying customers because of the customer's specific circumstances.

² Official Comment: The intent is for a property owner to be responsible for solid waste management accounts servicing properties owned by the property owner or in which the property owner holds a real property interest. However, the owner must ensure the property owned is clean and free from solid waste, regardless of whether the

I. Rates.

1. The City shall set residential service and program rates by ordinance.
2. The City shall set all other service and program rates by contract, license agreement, or rule.
3. The City Manager may adopt reasonable written policies, protocols, and rules for the setting of fees and administrative fines to operate all solid waste management services and programs within the City which are not inconsistent with this article.
4. All commercial services and programs which do not have a rate set by contract, license or rule shall have a default rate set by ordinance.

Section 14-152. – Franchises and Hauler Contract Required

- A. A person commits an offense if the person engages in the business of collection solid materials from another person's premises within the city in exchange for a fee without first having a contract or franchise with the city. It is further declared a public nuisance for a person to collect or offer to collect, or to dispose or offer to dispose of, solid waste within the city's jurisdiction unless the person has secured a franchise or contract with the city.
- B. In order to obtain a franchise with the city, the potential franchisee must respond to a bid proposal or inquiry from the city regarding a franchise or contract.
- C. All franchises shall be approved by the City Council.
- D. The City Manager is authorized to enter into a non-franchise contract with a provider for the collection of solid waste without Council approval of a franchise, only in the following conditions:
 1. An unexpected, immediate but temporary need arises for additional haulers or providers of solid waste collection and disposal to timely and fully provide collection and disposal of solid waste within the city's jurisdiction. Such contract shall last no more than thirty (30) days and shall not impose an unrecoverable cost to the City of more than ten thousand dollars. Such contracts cannot be renewed without Council approval; or
 2. The combined ability of all available franchise holders is insufficient to meet an unexpected need to timely and fully provide collection and disposal of solid waste within the city's jurisdiction. Such contract shall last no more than thirty (30) days and shall not impose an unrecoverable cost to the City of more

owner contracts or expects a tenant or vendor to clean the property. This joint responsibility does not affect the property owner's other legal abilities, as a landlord, to recover from the tenant or lease holder any fees or damages under the terms of the lease.

than ten thousand dollars. Such contracts cannot be renewed without Council approval; or

3. Due to an emergency or disaster and the need for services temporally exceeds the combined ability of all available franchise holders to provide sufficient solid waste management services. Such contract shall last no more than is necessary to and shall not impose an unrecoverable cost to the City of more than fifty thousand dollars. Such contracts cannot be renewed without Council approval.
- E. The City Council shall impose reasonable rules and regulations, including appropriate rate structures, within all franchise agreements. Separate from the franchise agreement, the City Manager may adopt and impose reasonable policies, rules and protocols which are not inconsistent with a franchise agreement or this article in order to manage such franchise agreement.
- F. All franchise agreements shall have the following terms and such terms shall be considered part of all franchise agreements, regardless of whether such are expressly stated in the contract:
1. All franchise holders shall identify on all vehicles and containers its name in letters at least two inches tall and its logo.
 2. All franchise holders shall designate a customer dispute resolution number and process so customers can resolve disputes regarding pickups and disposals or to make special arrangements for special pickup times or conditions.
 3. All franchise holders shall not discriminate against any person because of race, sex, age, creed, color religion or national origin.
 4. All franchise holders shall indemnify, defend, and hold the city harmless from all suits and claims brought against the city due to the franchise holder's performance of services under the franchise agreement.
 5. All franchise holders shall obtain all licenses and permits to perform the franchise agreement terms and conditions and promptly pay all taxes required by federal, state, and local law.
 6. All franchise holders shall, at all times, have and maintain full insurance for employer's liability, worker's compensation, public liability, property damage insurance, motorist insurance, bodily injury insurance, and other such insurance as required by the City in the contract.
 7. All franchise holders shall issue a performance bond in the amount of one hundred thousand dollars (\$100,000.00) as security for the performance of the franchise agreement terms and conditions.

8. All franchise holders shall submit statements to the city, which shall be designated as the entity entitled to collect on the accounts for services.
 9. No franchise may be transferred to assigned by the franchise holder without express written consent of the City, approved by the City Council.
- G. In order to efficiently manage the city's solid waste systems and programs, the city will select a principle franchise holder who shall have the right to collect all solid waste from within the city and shall be paid by the city for such collection. No principle franchise shall be granted except by written agreement approved by the City Council and signed by an authorized representative of the City and the principle franchise holder.
- H. All residential customers must use the principle franchise holder for solid waste services.
- I. Unless a commercial customer is a qualifying customer for the Alternative Hauler Program, all commercial customers must use the principle franchise holder for solid waste services.

Section 14-153. –Alternative Hauler Program

- A. **Purpose of Program.** Certain commercial services require more solid waste pickup and disposal than most other customers given the nature of certain industries. For such customers who qualify, the City may offer them the ability to participate in the Alternative Hauler Program.
- B. **Qualifying Customer.** In order to qualify to apply for the program, a customer must:
1. Be a commercial service customer;
 2. Must anticipate, in good faith, to generate over 300 tons of solid waste per month at an identified property within the city's jurisdiction;
 3. Must anticipate, in good faith, it will require more than 80 hauls per month from an identified property within the city's jurisdiction; and
 4. Must not be delinquent in the payment of any charges for solid waste management services owed to the city.
- C. **Application.** A qualifying customer must fill out an application to utilize the program. The application must contain sufficient back up information to establish the applicant meets the qualify customer requirements. The City Manager is authorized to adopt reasonable policies, rules and protocols for conditions of the application. The City Manager can require any other information the manager determines is necessary to establish whether the program should be extended to each particular applicant, taking into account the specific circumstances of the applicant's operations. Regardless of whether an applicant is a qualifying customer, the City may decline to extend the program to any specific applicant but must specify the cause.

- D. Separate Contract Required.** This program requires a written contract with the applicant given different pickups, disposals, and tonnage are anticipated to service the applicant. As a result, the city and the applicant shall negotiate the specific terms of the customer contract for solid waste management services. The contract shall be between the applicant and the city. However, the customer contract shall utilize the principle franchise holder as the primary hauler under the contract. The contract shall specify under what conditions an alternate franchise holder may be utilized. The contract shall also specify any variations in rates, charges, or fees to be paid by the qualified customer. The City Manager may adopt reasonable policies, rules and protocols which are not inconsistent with the customer contract in order to facilitate the contract and program.
- E. Alternative Franchise Holder.** The City Council may approve a franchise agreement for an alternative franchise holder to be utilized in the following circumstances:
1. As part of the Alternate Hauler Program;
 2. In the event the principle franchise holder is unable or unwilling to make specific pickups or disposals; or
 3. In the event additional haulers are needed due to emergency, disaster, or unexpected events where the principle franchise holder's resources may, in the opinion of the City Manager, be insufficient on a temporary basis.

Division II – Contracts

Section 14-160

A. General Service Terms

1. All contracts with the City under this article are for express governmental functions as health and sanitation services and garbage and solid waste removal, collection and disposal and shall not contain any city proprietary conditions.
2. All contracts under this article between the city and a customer are considered a fee for service contract where the city is providing a service to the customer and the customer is providing payment for such services.
3. All contracts under this article between the city and a franchise holder or other hauler of solid waste are considered contracts for services. All franchise holders or other haulers of solid waste are considered independent contractors. No franchise holder may, without City Council approval, enter into, maintain, or hold a franchise agreement with the city while also having an agreement directly with a property owner for solid waste collection outside of the franchise agreement.

B. Residential and Commercial Services.

1. By registering to receive solid waste management services from the city, all service customers are agreeing to comply with the terms, conditions, policies, rules, and protocols of the services and programs.
2. The customer agrees to make timely payments to the city.
3. The customer acknowledges the service may be discontinued in the event the customer's account is delinquent or closed, consistent with the policies, rules and protocols established by the City Manager.

Division III - Enforcement

Section 14-170. Methods of Enforcement

It is a violation of this article for any person to fail to comply with any requirement of this article. The City may enforce this article through any means authorized by law including but not limited to administrative enforcement, civil enforcement, or criminal enforcement. These enforcement methods are in addition to any legally authorized process to enforce the requirements and prohibitions of this article.

Section 14-171. Administrative Enforcement Methods

- A) All customers, franchise holders, and contractors must comply with the policies, rules and protocols adopted by the City Manager in relation to providing or receiving services and programs.
- B) **Permits for Property, Uses and Events within City Jurisdiction.** Applicants for building permits, remodel permits, certificates of occupancy, business registrations, business permits, garage sale permits, or any other permit required by the city shall be required to have a valid registration and account for solid waste management services applicable to the applicant's property, use, event, location, or business prior to the issuance of such permit, registration, or certificate. The City may deny such permit, registration, or certificate due to the lack of registration or if any registered account for waste management services of the applicant is delinquent for more than sixty (60) days.
- C) **Administrative Penalty Determination.** Should a customer or other person violate any provision of this article the City Manager may enforce any requirements or prohibitions by imposing an administrative penalty, not to exceed \$500 per delivery cycle for residential service customers or \$1,000 per delivery cycle for all other alleged violations, after notice and an opportunity to respond by the customer or person. The City Manager may also discontinue or suspend services of a delinquent account for a customer after following the procedures outlined in this section.
- D) **Procedure.**

1. **Notice.** Should the City Manager wish to administratively enforce this article, the City Manager shall cause written notice to be sent to any customer or person who has violated any requirements of this article. Such notice shall include, but is not limited to:

- a) The customer's or person's name, address, and, if applicable, account number
- b) A factual description of the violation including date(s) of the violation;
- c) A list of the section(s) the City Manager believes were violated;
- d) Copies of any documents the City Manager believes demonstrate a violation occurred;
- e) The customer's or person's ability to submit a response along with the potential consequences and penalties facing the customer or person; and
- f) A specific date and time the customer or person may submit a written response to the City Manager's office (including the address for submission) regarding the alleged violations.

2. **Presumptions.**

- a) Each customer is presumed to have been properly mailed notice if the notice is mailed by U.S. mail to the address on file with the City has holding the registered account for solid waste management services.
- b) Each person is presumed to have been properly mailed notice if the notice is mailed by U.S. mail to the address on file with the City to: i. the person's last known residence³, ii. for an entity, the entity's business headquarters, iii. for an entity who does not have an address on file with the City, the entity's designated registered agent on file with the Secretary of State's office, iv. the address on file with the Bexar County Appraisal District as being the owner of any property on which a violation occurred⁴ or v. any other presumption of delivery or receipt recognized by other state or federal law.

3. **Considerations.**

³ Official Comment: This requirement assumes that a person has filed with the U.S. Postal Service a request to forward mail to a new address of residency in the event of a move. As a result, it is proper to mail to the last known place the person claims to have lived.

⁴ Official Comment: These are not the only ways in which a person may receive the notice. These are the primary ways the City may assume the person received the notice.

- a) The City Manager must consider any complete written response submitted by the alleged violator. For a written response to be considered complete, the response must contain:
 - i. The proper legal name of the person or entity responding;
 - ii. A correct phone number, mailing address and email address of the customer or the person who should receive future notices for the administrative matter;
 - iii. A description of why the person believes a violation did not occur, or, the reasons a violation did occurred with any justification for the violation;
 - iv. A description of how any violation has been corrected, if applicable;
 - v. Copies of any documentation the responding person believes the City Manager should have regarding the alleged violations which would aide the City Manager in making any determination;
 - b) The City Manager may consider any verbal statement of any person, but is not required to take verbal statements.
 - c) The City Manager may consider any documentation submitted by city staff or the alleged violator.
4. **Determination.** After the deadline has passed for the alleged violator to have submitted a written response to the City Manager's office, the City Manager must make a written determination of whether a violation occurred and any administrative penalty (including discontinuing certain services) within ten business days of the deadline. Such written determination is considered an administrative order. Such a determination must be in writing and mailed or emailed to the customer or person alleged to have violated a provision of this article. Such determination may be mailed or emailed to any address provided notice or any mail or email address provided in the customer or person's written response. If the City Manager fails to make a written determination and have placed in the U.S. mail or email the determination by 11:59 p.m. on the deadline, the violation shall be considered dismissed with no determination made.
5. **Appeal.**

- a) If a customer or other person who has assessed any form of administrative penalty under this section wishes to appeal such a determination, the customer or person may file an appeal with the City of Windcrest Municipal Court within ten business days of the date the determination was mailed or emailed to the customer or other person.
- b) The Windcrest Municipal Court is hereby authorized to hear any timely filed appeal under this article. The judge of the Windcrest Municipal Court sits as a judicial officer during such appeal. The Windcrest Municipal Court further has jurisdiction over enforcement of an administrative order pursuant to Chapter 54 of the Texas Local Government Code.
- c) Such appeal must be in writing, labeled as “Notice of Appeal of Administrative Order” or a comparable title, and must set forth the grounds upon which the appellant seeks the appeal.
- d) The person appealing must provide notice to the City by providing a copy of the documents filed with the Municipal Court Clerk to the City Manager’s office within three business days of filing the appeal.
- e) The Municipal Court shall set a hearing on the appeal. The appellant and the City Manager’s office are both entitled to reasonable notice of such hearing. Such hearing may be a live evidentiary hearing, or it may be a hearing on motions with attached evidence. Such hearing lies within the sound discretion of the judge of the Municipal Court.
- f) During the appeal, the City Manager bears the burden to support any administrative orders subject to the appeal with substantial evidence.⁵
- g) In reviewing any administrative order, the judge of the Municipal Court shall analyze whether any aspects of the violations asserted constitute a nuisance as a matter of law. If the judge finds such aspects constitute a legal nuisance, the judge shall expressly list as an affirmative finding in the Judge’s final order.

⁵ Official Comment: With the exception of any nuisance determinations contained within an administrative order, the appellant’s appeal is to be conducted under the Texas administrative agency appeal standard, which the law labels as a substantial evidence review. The judge of the Municipal Court shall perform a legal analysis of whether any aspects of the violations asserted in the administrative order constitute a nuisance as a matter of law and may do so outside of the administrative agency appeal standard, which the law refers to as a *de novo* review.

- h) The Judge of the Municipal Court may reverse, affirm, or modify an administrative order. Upon the judge of the Municipal Court affirming or modifying any portion of the administrative order, the judge shall also issue a judicial enforcement order, compelling the appellant to comply with the administrative order, as affirmed or modified, as directed by the Judge.
- i) As a municipal court of record, an appeal from a final judgment of the Windcrest Municipal Court regarding an administrative appeal is controlled by Chapter 30 of the Texas Government Code.
- j) Any administrative penalties assessed may be assessed personally against the violator as well as against the property upon which the service was to be performed. The City may collect on all administrative penalties through any lawful means.

Section 14-172.- Civil Enforcement

- E) The City may initiate any enforcement action in a court of competent jurisdiction to enforce the provisions of this article. Such enforcement action may be based on city personnel's own observations or a complaint from others for violation of the city's code.
- F) The City Manager and the City Attorney are authorized to file such claims or lawsuits as might be necessary to enforce the requirements and prohibitions of this article. The City may seek all legally authorized relief and damages allowed by law, including the costs of the court and attorney's fees.
- G) The City may seek civil penalties against any person who violates any requirements and prohibitions of this article or against the property upon which a service was to be performed, for amounts not to exceed \$1,000 per day for each day a violation continues to exist. The City may collect on all civil penalties through any lawful means.

Section 14-173.- Criminal Enforcement

Any person who violates any provision of this article shall be guilty of a misdemeanor punishable by a fine not to exceed \$2,000 for each offense. Each day that a violation is permitted to exist shall constitute a separate offense. This provision is further governed by §1-5 of this code.

II. CUMULATIVE CLAUSE

That this Ordinance shall be cumulative of all provisions of the City of Windcrest Code of Ordinances, except where the provisions of this Ordinance are in direct conflict with the provisions of an existing ordinance or code, in which event the conflicting provisions of such existing ordinance or code are hereby repealed, while leaving the remainder of such other ordinance or code intact. To the extent of any conflict, this Ordinance is controlling.

III. SEVERABILITY

That it is hereby declared to be the intention of the City Council of the City of Windcrest that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance should be declared unconstitutional or invalid by final judgment or decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of the Ordinance, since the same would have been enacted by the City Council without incorporation in this ordinance of any such unconstitutional or invalid phrases, sentences, paragraphs, or sections.

IV. PROPER NOTICE AND MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government

DULY PASSED ON FIRST READING, on the _____ day of _____, 2020 at a regular meeting of the City Council of the City of Windcrest, Texas, which was held in compliance with the Open Meetings Act, Gov't. Code §551.001, et. Seq. at which meeting a quorum was present and voting.

DULY PASSED AND APPROVED, on the _____ day of _____, 2020 at a regular meeting of the City Council of the City of Windcrest, Texas, which was held in compliance with the Open Meetings Act, Gov't. Code §551.001, et. Seq. at which meeting a quorum was present and voting.

CITY OF WINDCREST, TEXAS

Dan Reese, Mayor

ATTEST:

Rachel C. Dominguez, City Secretary

APPROVED:

Ryan S. Henry, City Attorney

PENDING CITY COUNCIL APPROVAL

RESOLUTION NO. 2019-750

A RESOLUTION APPROVING A NEW WINDCREST LITTLE LEAGUE LEASE COMMENCING JANUARY 1, 2020 AND ENDING DECEMBER 31, 2020 AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID LEASE ON BEHALF OF THE CITY

WHEREAS, the Windcrest Little League has leased the ball field complex owned by the City of Windcrest in Takas Park for many years; and

WHEREAS, it would be in the public interest of the youth and citizens of Windcrest to continue the little league use of such ball field complex by the Windcrest Little League.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WINDCREST, TEXAS that the attached Windcrest Little League lease commencing January 1, 2020 and ending December 31, 2020 is hereby approved and the City Manager is authorized to execute such lease on behalf of the City

DULY PASSED AND APPROVED, on the 16th day of December, 2019 at a regular meeting of the City Council of the City of Windcrest, Texas, which was held in compliance with the Open Meetings Act, Gov't. Code §551.001, et. Seq. at which meeting a quorum was present and voting.

CITY OF WINDCREST, TEXAS

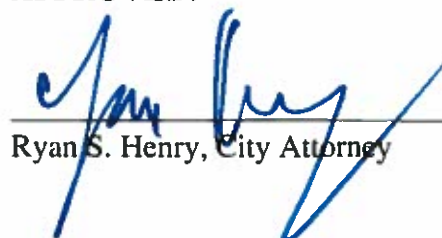
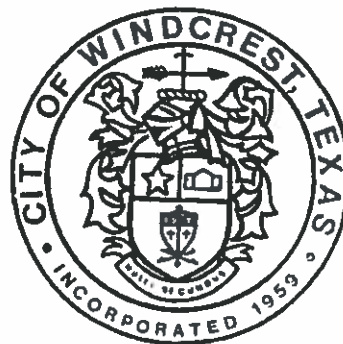


Dan Reese, Mayor

ATTEST:


Rachel C. Dominguez, City Secretary

APPROVED:


Ryan S. Henry, City Attorney

WINDCREST LITTLE LEAGUE LEASE AGREEMENT

WHEREAS, the WINDCREST LITTLE LEAGUE (hereinafter referred to as "WLL") has requested permission to use the Ball Field Complex owned by the CITY OF WINDCREST (hereinafter referred to as "CITY") in Takas Park, 9312 Jim Seal Drive, Windcrest, Texas for the year 2020; and

WHEREAS, the CITY has determined that such use of the Ball Field Complex (which includes three fields with two dugouts per field, the area adjacent to the westernmost field Monday thru Friday from 5:00 P.M. to closing, a field house consisting of a concession area, storage area and restrooms, spectator areas and a batting and pitching cage) will be in the public interest and contributes to the general welfare of the community.

NOW THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, for a good and valuable consideration, CITY and WLL agree as follows:

1. WLL is authorized to use the Ball Field Complex beginning January 1, 2020 and shall conclude use of the Ball Field Complex on December 31, 2020 to host little league softball and baseball games, tournaments, practices, and/or other uses consistent with these uses Any use of the Ball Field Complex for uses not expressly noted in this agreement shall require WLL to request prior written approval by CITY through the City Manager.
2. WLL shall provide in-kind consideration in the approximate value of \$10,000.00 to improve, repair, and/or maintain the Ball Field Complex during the duration of the lease term in exchange for its use of the Ball Field Complex as directed under this lease.
3. CITY reserves the right to terminate WLL's use of the Ball Field complex if WLL fails to cure a material breach of this agreement within thirty (30) days after notice of the material breach from the City, or without cause at the end of any season. WLL shall indemnify CITY and shall hold and save CITY, its boards, officers and employees harmless from and against all claims, lawsuits, judgments, costs, liens, losses, expenses, fees (including attorney fees and cost of defense), proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including personal or bodily injury (including death), property damage, or other harm for which recovery of damages is sought that is found by a court of competent jurisdiction to be caused by the intentional or negligent act, error, or omission of WLL, any agent, officer, director, representative, employee, affiliate, or subcontractor of WLL, or their respective officers, agents, employees, directors, or representatives, while using the Ball Field Complex. This indemnity does not apply to any liability resulting from the negligence of CITY, its officers, employees, contractors or subcontractors. WLL shall advise CITY in writing of any known claim or demand against WLL or CITY related to or arising out of WLL's use of the

WINDCREST LITTLE LEAGUE LEASE AGREEMENT

Ball Field complex within seven (7) days from the date in which WLL received. WLL shall furnish and maintain a general liability insurance policy in the amount of \$1,000,000.00 protecting WLL and CITY against the liabilities referred to in this paragraph and shall furnish a copy of such insurance or its renewals to CITY prior to the use of the Ball Field Complex.

4. Any notice to any party under this agreement shall be in writing sent by certified or registered mail, and shall be effective on the earlier of (a) the date when delivered and receipted for by a person at the address specified within this agreement, or (b) the date which is three (3) days after mailing (postage prepaid) by certified or registered mail, return receipt requested, to such address; provided, that in either case notices shall be delivered to such other address as shall have been specified in writing by such party to all parties hereto prior to the notice being delivered.
5. WLL's financial records shall be open to inspection by CITY through its City Manager during regular business hours or provided upon request by the City Manager for review within three (3) days of such request. Additionally, at the end of every third month of the lease term, WLL shall submit a financial report to the Office of the City Secretary.
6. WLL shall provide CITY a monthly report to the office of the City Secretary indicating every entity or person that used the Ball Field Complex by listing the name, address, and telephone number of such entity or person.
7. WLL shall request CITY reserves the right to authorize use of the Ball Field Complex by other entities during the term of this agreement, so long as it does not interfere with the scheduled use by WLL. WLL may not authorize the use of the Ball Field Complex by any other entity without the written consent of CITY. Such consent shall not be unreasonably withheld.
8. WLL shall be solely responsible for repairs, including all costs related thereto, any damage to any part of the Ball Field Complex which occurs on account of the carelessness, negligence, vandalism or mischief from WLL patrons. CITY shall be responsible for repairs, including the costs thereof, for damages to any part of the Ball Field Complex which occurs due to the carelessness, negligence, vandalism or mischief of others. Repairs occasioned by normal wear and tear are not included in the obligation of WLL but will be borne by CITY. CITY will also provide for the use and service of a trash dumpster for the Ball Field Complex, such cost to be borne by CITY.
9. WLL shall keep the Ball Field Complex neat, attractive and serviceable. WLL shall pay a penalty of \$50.00 per day that trash, debris and equipment are not removed from the Ball Field Complex. Upon demand by CITY, WLL representatives shall inspect the Ball Field Complex with representatives from CITY, to note any clean up deficiencies. If repeated clean up deficiencies occur, CITY may cancel the agreement upon thirty (30) days notice to WLL as set out herein.

WINDCREST LITTLE LEAGUE LEASE AGREEMENT

10. WLL is authorized to place four storage containers on the Ball Field Complex at a location agreeable to CITY. WLL shall be solely responsible for maintenance and security of the containers to include painting in appropriate colors. WLL will ensure the containers meet fire and safety requirements set by CITY. Additionally, on expiration of the lease WLL shall be responsible for the removal of the containers.
11. CITY will provide the same level of park security which it provides to other park areas of CITY. Any additional security needed during the use of the Ball Field Complex by WLL shall be provided by WLL at its own expense.
12. Other than the repair of existing facilities, WLL shall not make any alterations to the Ball Field Complex without the written approval of CITY.
13. WLL shall complete its activities at the Ball Field Complex by 10:00 pm each day. Verification of the time shall be made by the Windcrest Police Department.
14. WLL is authorized to use the Takas Park Civic Center for the purpose of board meetings, registration, clinics, and other league functions at no additional cost. WLL will be bound and subject to all rules for use of the facility including a cleaning fee of \$25.00 per use if the facility is not left in a clean and orderly condition.
15. Attached hereto is a copy of the Rules and Regulations pertaining to the use of Takas Park. The parties agree that CITY can amend these rules from time to time during the course of this lease without otherwise affecting this lease. The rules in force at any such time will be the Rules and Regulations CITY currently has in effect for the use of Takas Park
16. The phrases, clauses, sentences, paragraphs, and sections of this agreement are severable, and if any phrase, clause, sentence, paragraph, or section of this agreement should be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this agreement, since the same would have been incorporated by WLL and CITY without incorporation in this agreement of any such unconstitutional phrases, sentences, paragraphs, or sections.
17. This agreement is not a contract for goods or services and shall not be interpreted as such.

WINDCREST LITTLE LEAGUE LEASE AGREEMENT

WINDCREST LITTLE LEAGUE

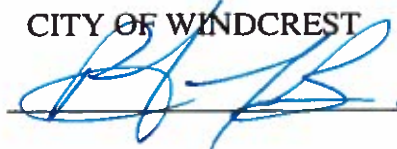


Aaron Garcia

Print Name & Title

Address: P.O. Box
34932 San Antonio TX
78265
Phone: (210) 608-2429

CITY OF WINDCREST



Rafael Castillo, Jr., City Manager

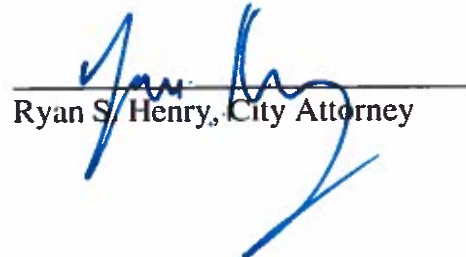
Address: 8601 Midcrown
Windcrest, Texas 78239
Phone (210) 655-0022

ATTEST:



Rachel C. Dominguez, City Secretary

APPROVED AS TO FORM:



Ryan S. Henry, City Attorney

RESOLUTION NO. 2020-527

A RESOLUTION OF THE CITY OF WINDCREST CITY COUNCIL TO APPROVE AN INTERLOCAL AGREEMENT TO ACCEPT FEDERAL CORONAVIRUS RELIEF FUNDS FROM THE COUNTY OF BEXAR.

WHEREAS, the Coronavirus Aid, Relief, and Economic Security (CARES) Act, 2020 (HR748) was duly passed into law by the 116th Congress and signed into law by the President of the United States on March 27, 2020; and

WHEREAS, the CARES Act was enacted to facilitate protective measures for and recovery from the public health emergency in areas affected by the Coronavirus (COVID-19), which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.); and

WHEREAS, the CARES Act was intended to provide financial relief to federal, state and local governments in response to the COVID-19 pandemic; and

WHEREAS, the CARES Act stipulated that the United States Department of the Treasury would give funding directly to counties and municipalities with a population greater than 500,000; and

WHEREAS, Bexar County received such funding directly from the United States Department of the Treasury as a result of the CARES Act; and

WHEREAS, the State of Texas on May 22, 2020 encouraged those counties receiving direct funding from the Treasury to provide funding to its citizens within the unincorporated and incorporated areas of a county's borders; and

WHEREAS, Bexar County has offered an interlocal agreement to each of its suburban cities that allows reimbursement for certain COVID-19 expenses as authorized by the Department of the Treasury; and

WHEREAS, the City of Windcrest acknowledges that the purpose of these funds is to help offset unbudgeted expenses related to responding to the COVID-19 pandemic and that funds are restricted to covering such costs and for no other purpose, as outlined in the interlocal agreement;

WHEREAS, the City Council of the City of Windcrest finds that approval of this interlocal agreement is in the best interests of the City and its citizens.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WINDCREST, TEXAS that the City Council of Windcrest approves the attached interlocal agreement to accept federal Coronavirus relief funds from the County of Bexar.

DULY PASSED AND APPROVED, on the 15th day of June, 2020 at a regular meeting of the City Council of the City of Windcrest, Texas, which was held in compliance with the Open Meetings Act, Gov't. Code §551.001, et. Seq. at which meeting a quorum was present and voting.

CITY OF WINDCREST, TEXAS



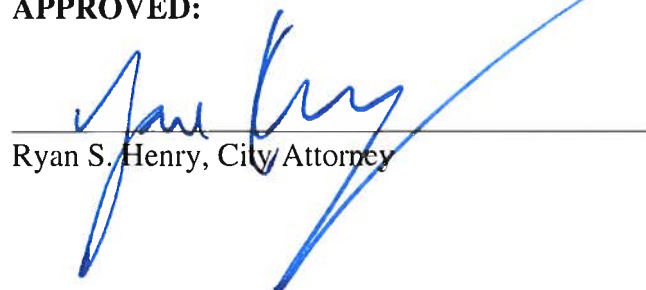
Dan Reese, Mayor

ATTEST:



Rachel C. Dominguez, City Secretary

APPROVED:



Ryan S. Henry, City Attorney



THE STATE OF TEXAS § INTERLOCAL GRANT AGREEMENT
§ BETWEEN THE COUNTY OF BEXAR AND
§ CERTAIN MUNICIPAL JURISDICTIONS
§ FOR THE DISTRIBUTION OF FEDERAL
COUNTY OF BEXAR § CORONAVIRUS RELIEF FUNDS

THIS INTERLOCAL GRANT AGREEMENT (the “Grant Agreement”) is made by and between the County of Bexar, a political subdivision of the State of Texas (“COUNTY”), duly acting herein by and through the Bexar County Commissioners Court (“Commissioners Court”) and **CITY OF WINDCREST, TEXAS** (hereafter referred to as the “CITY”), a Texas Municipal Corporation, Data Universal Number System (DUNS) number _____, duly acting herein by and through its City Council pursuant to Resolution Number - 2020-527 passed and approved on the 15th day of June, 2020.

COUNTY and CITY may be referred to singularly as a “Party” or collectively as “Parties.” The Parties agree to all the recitals, terms, conditions, and representations contained in this Grant Agreement. This Grant Agreement is made pursuant to Chapter 791 of the Texas Government Code.

RECITALS:

WHEREAS, funding for this Grant Agreement is appropriated under the Coronavirus Aid, Relief, and Economic Security Act, 2020 (Public Law 116-136) (“CARES Act”) enacted on March 27, 2020, as amended, to facilitate protective measures for and recovery from the public health emergency in areas affected by COVID-19, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.);

WHEREAS, the CARES Act stipulated that the United States Department of the Treasury would give funding directly to counties with a population greater than 500,000 and COUNTY received \$79,626,415.00 directly from the United States Department of the Treasury as a result of the CARES Act; and

WHEREAS, through this Grant Agreement, COUNTY has provided a mechanism for suburban cities located within the borders of Bexar County, Texas to seek reimbursement for certain COVID-19 expenses and expenditures.

NOW, THEREFORE, upon and in consideration of the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1
PURPOSE

1.01 The purpose of this Grant Agreement is to provide certain funding to CITY at a rate of \$55.00 per capita in order to mitigate any financial burden caused by the COVID-19 pandemic and related to eligible incurred expenses for governmental functions and

services which qualify under the CARES Act as compensable expenses by the United States Department of the Treasury, as more specifically described herein (“Purpose”).

ARTICLE 2

TERM AND TERMINATION

- 2.01 The term of this Grant Agreement shall begin as of the date of the last signature set forth below and shall expire as of October 30, 2020 (the “Term”). COUNTY may, at its sole discretion, terminate this Grant Agreement, without recourse, liability or penalty against COUNTY, upon written notice to CITY.

ARTICLE 3

LEGAL AUTHORITY

- 3.01 CITY certifies that it possesses all legal authority necessary to apply for and receive funds pursuant to this Grant Agreement. A resolution, motion or similar action has been or will be duly adopted or passed as an official act of CITY’s governing body, authorizing the approval of this Grant Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative, or their designee of the organization to act in connection with the application and to provide such additional information as may be required.

ARTICLE 4

CORONAVIRUS RELIEF FUND ELIGIBLE EXPENSES

- 4.01 The Coronavirus Relief Fund was provided to federal, state and local governments to offset unbudgeted expenses related to responding to the COVID-19 pandemic. Federal funds may only be used to cover costs that: i) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); ii) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the state or government; and iii) were incurred during the period that began on March 1, 2020, and ends on December 30, 2020.

- 4.02 The United States Department of the Treasury has provided additional guidance on the permissible use of grant funds, including nonexclusive examples of eligible expenses in the following categories, and may release additional guidance in the future (<https://home.treasury.gov/policy-issues/cares/state-and-local-governments>):

- a) Medical expenses;
- b) Public health expenses;
- c) Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency;
- d) Expenses of actions to facilitate compliance with COVID-19-related public health measures;

- e) Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency; and
 - f) Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy applicable eligibility criteria.
- 4.03 The following uses for funding are prohibited unless authorized by federal law enacted after the CARES Act. Grant funding may not be used to:
- a) Fill shortfalls in government revenue to cover expenditures that would not otherwise qualify. Revenue replacement is not a permissible use of these grant funds;
 - b) Damages covered by insurance;
 - c) Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency;
 - d) Duplication of benefits including expenses that have been or will be reimbursed under any other federal program;
 - e) Reimbursement to donors for donated items or services;
 - f) Workforce bonuses other than hazard pay or overtime;
 - g) Severance pay; or
 - h) Legal settlements.

ARTICLE 5

REIMBURSEMENT OF EXPENSES

- 5.01 The maximum amount of funding that will be available to CITY for expenses which are eligible for reimbursement shall be calculated on a rate of \$55.00 per capita utilizing 2018 population, set out in the attached Exhibit A. All calculations performed under this Grant Agreement to determine maximum funding available to CITY shall be performed by COUNTY and its final calculation shall be conclusive. Any funding allocated but unused by CITY as of September 30, 2020 shall be repurposed by COUNTY for any eligible COUNTY purpose.
- 5.02 CITY is responsible for complying with federal guidelines as well as any additional guidelines stipulated by COUNTY. Failure to comply with federal guidelines or requirements of COUNTY may result in the denial of a reimbursement request.
- 5.03 CITY shall prepare and submit a proposed budget, using the form in the attached Exhibit B, for necessary expenses incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19), which were not accounted for in the budget most recently approved as of March 27, 2020 and were or will be incurred during the period March 1, 2020 to September 30, 2020. This budget will be reviewed and approved by the Bexar County Auditor ("Auditor") within five (5) days of receipt.

To ensure compliance with federal guidelines a pre-authorized budget adjustment form, using the form in the attached Exhibit C, must be submitted to the Auditor for approval for any changes made to the approved budget. Pre-authorized budget adjustment will be reviewed and approved by the Auditor within five (5) days of receipt.

5.04 All underlying eligible expenditures must be incurred by September 30, 2020. All necessary submissions for reimbursement must be received by COUNTY no later than the close of business on October 30, 2020, using the form in the attached Exhibit D. For purposes of this Grant Agreement, a cost is “incurred” when CITY has expended funds to cover the cost.

5.05 Reimbursement requests must contain documentation deemed necessary for adequate fiscal control. Reimbursement requests should include, but not limited to original invoices, receipts, receiving documentation, contracts, proof of payment, timesheets, etc.

Reimbursement requests may be submitted monthly with the final submission on or before October 30, 2020 and supporting documentation should be transmitted to:

By mail: Office of the Bexar County Auditor
Paul Elizondo Tower
ATTN: Norma Hinojosa
101 W. Nueva, Suite 800
San Antonio, Texas 78205

Via email: AU-Covid19Expenses@bexar.org

5.06 All reimbursement decisions are to be made by the Auditor. The decision of the Auditor as to the final amount eligible for reimbursement or whether a particular submitted expense is eligible for reimbursement is final and not subject to dispute. Submitting an incomplete reimbursement request will cause the reimbursement to be delayed. CITY will be responsible to furnish any additional documentation requested by the Auditor to substantiate the reimbursement request. If the information is not provided within five (5) business days, the reimbursement request will not be considered for reimbursement. COUNTY will not be obligated to consider any submission for reimbursement received after the close of business on October 30, 2020.

5.07 CITY shall make certain certifications relevant to this Grant Agreement by executing the CARES Act Coronavirus Relief Fund Eligibility Certification Form attached hereto as Exhibit E and incorporated herein for all purposes.

ARTICLE 6

FEDERAL FUNDING AND RETURN OF FUNDING

6.01 CITY acknowledges that federal funds will be used to fund this Grant Agreement. CITY will comply with all applicable federal law, regulations, executive orders, policies, procedures, guidance and directives which may be, or after execution become applicable to this Grant Agreement and that any such changes shall be automatically incorporated into this Grant Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

- 602 Should CITY fail to comply or if federal agencies or authorities having jurisdiction over the funding subsequently determine that the funding was used improperly or that a payment was made but later determined to not be actual or allowable costs, CITY warrants that it will return to COUNTY the amount identified as improperly used or not allowable, whether during the Term of this Grant Agreement or after. CITY shall refund any such payment to COUNTY within thirty (30) calendar days of the receipt of the notice from COUNTY.
- 603 Following is additional information concerning the funding for this Grant Agreement:
- a) Federal Award Date: March 27, 2020;
 - b) Name of Federal Awarding Agency: United States Department of the Treasury; and
 - c) CFDA Number: 21.019.

ARTICLE 7

DISCRETIONARY GRANT OF FUNDS

- 7.01 CITY acknowledges that it has no right or entitlement to any amount of funding received by COUNTY under the CARES Act. COUNTY has the sole right to determine whether to distribute funding, in what amount, and to what expenses it shall consider as eligible for reimbursement, based on guidance issued by the United States Department of the Treasury. COUNTY will reimburse eligible expenses in the manner it deems most effective to accomplish the purposes for which this Grant Agreement was entered into. Any distributions will be on a reimbursement basis and only for those expenses which COUNTY, in its sole discretion, determine are eligible.

ARTICLE 8

PUBLIC INFORMATION

- 8.01 Notwithstanding any provisions of this Grant Agreement to the contrary, CITY acknowledges that COUNTY and this Grant Agreement are subject to the Texas Public Information Act, Texas Government Code Chapter 552 (the "PIA"). CITY acknowledges that COUNTY will comply with the PIA, as interpreted by its legal counsel based on judicial opinions and opinions of the Attorney General of the State of Texas.
- 8.02 CITY acknowledges that information created or exchanged in connection with this Grant Agreement, including all reimbursement documentation submitted to COUNTY, is subject to the PIA, whether created or produced by CITY or any third party, and CITY agrees that information not otherwise excepted from disclosure under the PIA, will be available in a format that is accessible by the public at no additional charge to COUNTY. CITY will cooperate with COUNTY in the production of documents or information responsive to a request for information.

ARTICLE 9
COOPERATION WITH MONITORING, AUDITS, AND RECORDS REQUIREMENTS

- 9.01 All records and expenditures are subject to, and CITY agrees to comply with, monitoring and/or audits conducted by the United States Department of the Treasury's Inspector General, other federal agencies or offices, or the Auditor or his designee. CITY shall maintain under GAAP or GASB, adequate records that ensure proper accounting for all costs and performances related to this Grant Agreement.
- 9.02 If CITY expends \$750,000 or more in federal funds in a fiscal year, it may be subject to Single Audit Requirements in 2 CFR, Part 200, Subpart F – Audit Requirements, at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl, and subject to the requirements in the Texas Single Audit Circular, at <https://comptroller.texas.gov/purchasing/docs/ugms.pdf>. The audit must be completed and the data collection and reporting package described in 2 CFR 200.512 must be submitted to the Federal Audit Clearinghouse (FAC) within 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period, whichever is earlier.
- 9.03 If any audit, monitoring, investigations, review of awards, or other compliance review reveals any discrepancies, inadequacies, or deficiencies which are necessary to correct in order to maintain compliance with this Grant Agreement, the CARES Act, United States Department of the Treasury Guidelines applicable to CARES funding, other applicable laws, regulations, or CITY's obligations hereunder, CITY agrees to correct such discrepancies or inadequacies within thirty (30) calendar days after CITY's receipt of the findings.
- 9.04 CITY shall maintain appropriate records for the periods required by law to provide accountability for all expenditures of grant funds, reporting measures, and funds received from COUNTY under this Grant Agreement. Records maintained by City will, at a minimum, identify the supporting documentation prepared by CITY to permit an audit of its accounting systems and payment verification with respect to the expenditure of any funds awarded under this Grant Agreement.

ARTICLE 10
POLITICAL ACTIVITIES

- 10.01 Unless specifically authorized to do so by federal law, CITY is prohibited from using grant funds directly or indirectly for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the- vote campaigns.
- 10.02 CITY officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an

officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.

- 10.03 Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.
- 10.04 Funding received under this Grant Agreement may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.
- 10.05 As applicable, the grantee and each contracting tier will comply with 31 USC § 1352, which provides that none of the funds provided under an award may be expended by the grantee to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal. Grantee shall file the required certification attached hereto and incorporated for all purposes as Exhibit F. Each contracting tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

ARTICLE 11

REMEDIES

- 11.01 If COUNTY determines that CITY has failed to comply with any term of this Grant Agreement, whether stated in a federal or state statute or regulation, an assurance, in this Grant Agreement, in guidance issued by federal authorities or subsequently issued by federal authorities, or that a reimbursement or request for reimbursement is not authorized under the CARES Act, COUNTY, in its sole discretion, may pursue any combination of the following remedies:
 - i) withhold payments pending correction of any deficiency;
 - ii) disallow or deny reimbursement of funds for all or part of the cost of an activity or action not in compliance with this Grant Agreement;
 - iii) disallow claims for reimbursement not authorized by the CARES Act;
 - iv) wholly or partially suspend or terminate this Grant Agreement; or
 - v) in accordance with Section 6.02, require return or recapture of any funding provided.

- 11.02 The rights and remedies contained in this Article 11 shall not be exclusive, but shall be cumulative of all other rights and remedies now or hereinafter existing, whether by statute, at law, or in equity.

ARTICLE 12

SEVERABILITY

- 12.01 If any provisions of this Grant Agreement are rendered or declared illegal for any reason, or shall be invalid or unenforceable, such provision shall be modified or deleted in such manner so as to afford the Party for whose benefit it was intended the fullest benefit commensurate with making this Grant Agreement, as modified, enforceable, and the remainder of this Grant Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

ARTICLE 13

AMENDMENT

- 13.01 Any alterations, additions, or deletions to the terms of this Grant Agreement must be documented in writing and signed by both Parties to be binding. Notwithstanding this requirement, it is understood and agreed by Parties hereto, that changes in local, state and federal rules, regulations or laws applicable hereto, may occur during the term of this Grant Agreement and that any such changes shall be automatically incorporated into this Grant Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

ARTICLE 14

INTERPRETATION

- 14.01 To the extent the terms and conditions of this Grant Agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this Grant Agreement and in all cases, according to its fair meaning. The parties acknowledge that each Party and its counsel have reviewed this Grant Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Grant Agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the Grant Agreement.

ARTICLE 15

SURVIVABILITY

- 15.01 Notwithstanding any expiration or termination of this Grant Agreement, the rights and obligations pertaining to the close-out, cooperation and provision of additional information, return of grant funds, audit rights, records retention, public information, and

any other provision implying survivability shall remain in effect after the expiration or termination of this Grant Agreement.

ARTICLE 16
SOVEREIGN
IMMUNITY

16.01 It is expressly understood and agreed that in the execution of this Grant Agreement, neither of the Parties waives or shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers or functions.

ARTICLE 17
TEXAS LAW TO APPLY

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

ARTICLE 18
PRIOR AGREEMENT SUPERSEDED

18.01 This Grant Agreement constitutes the sole and only agreement of the Parties hereto and supersedes all prior understandings or written or oral agreements between the Parties with respects to the subject matter of the Grant Agreement.

ARTICLE 19
DELEGATION AND ASSIGNMENT

19.01 Neither Party may delegate the performance of any contractual obligation to a third party, unless mutually agreed in writing. A Party to this Grant Agreement may not assign its rights, privileges and obligations under this Grant Agreement in whole, or in part, without the prior written consent of the other Party. Any attempt to assign without such approval shall be void.

ARTICLE 20
NOTICES

20.01 All notices required or permitted herein shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, to the Party's office or usual mailing address. For the purpose of notice, the addresses of the Parties shall be as follows:

TO COUNTY:	Bexar County Judge Nelson W. Wolff
	Paul Elizondo Tower
	101 W. Nueva, Suite 1019
	San Antonio, Texas 78205

AND

Office of the Bexar County Auditor
Paul Elizondo Tower
101 W. Nueva, Suite 800
San Antonio, Texas 78205

TO CITY:

City of Windcrest, Texas
8601 Miracrown
Windcrest, Texas
78239

ARTICLE 21
CURRENT REVENUES

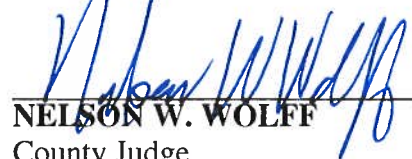
21.01 Each Party paying for the performance of governmental functions or services will make those payments from current revenues then available to the paying Party.

IN WITNESS HEREOF, THE CITY OF WINDCREST, BEXAR COUNTY
have made and executed this Grant Agreement in duplicate originals on the date of the last signature below.

CITY OF WINDCREST


DAN REESE
Mayor
Date: 07/01/2020

BEXAR COUNTY

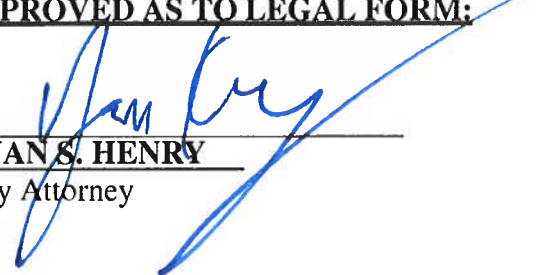

NELSON W. WOLFF
County Judge
Date: 7-16-2020

ATTEST/SEAL:


RACHEL C. DOMINGUEZ
City Secretary
Date: 07/11/2020

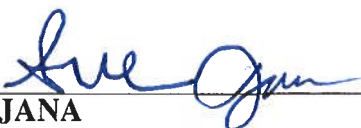


APPROVED AS TO LEGAL FORM:


RYAN S. HENRY

City Attorney

APPROVED AS TO LEGAL FORM:

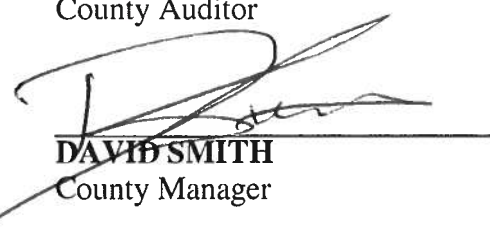

SUE JANA

Assistant Criminal District Attorney
- Civil Section

**APPROVED AS TO FINANCIAL
CONTENT ONLY:**


LEO S. CALDERA, CIA, CGAP

County Auditor


DAVID SMITH

County Manager

EXHIBIT A

City	2018 Census Table	Total Amount Available for Reimbursement
Alamo Heights	8,593	\$ 472,615
Balcones Heights	3,290	\$ 180,950
Castle Hills	4,471	\$ 245,905
China Grove	1,324	\$ 72,820
Converse	27,742	\$ 1,525,810
Elmendorf	2,049	\$ 112,695
Fair Oaks Ranch	6,997	\$ 384,835
Grey Forest	554	\$ 30,470
Helotes	9,567	\$ 526,185
Hill Country Village	1,095	\$ 60,225
Hollywood Park	3,374	\$ 185,570
Kirby	8,747	\$ 481,085
Leon Valley	11,485	\$ 631,675
Live Oak	15,908	\$ 874,940
Lytle	49	\$ 2,695
Olmos Park	2,450	\$ 134,750
Sandy Oaks City	4,615	\$ 253,825
Schertz	2,026	\$ 111,430
Selma	8,380	\$ 460,900
Shavano Park	3,926	\$ 215,930
Somerset	1,903	\$ 104,665
St. Hedwig	2,491	\$ 137,005
Terrell Hills	5,425	\$ 298,375
Universal City	20,773	\$ 1,142,515
Von Ormy	1,298	\$ 71,390
Windcrest	5,874	\$ 323,070
TOTALS	164,406	\$ 9,042,330

EXHIBIT B
PROPOSED BUDGET SUMMARY

Coronavirus Aid, Relief, and Economic Security Act, (CARES Act) County of Bexar
FY 2020

CITY: CITY OF WINDCREST

PROJECT NAME: Suburban Cities Coalition

Expenses Incurred Between: March 1, 2020 – September 30, 2020

(Requires Prior County Approval)

Budget Amount \$ 320,171.62

Category	CARES Funds	%	Other Funding Sources for COVID Expenses	%	Total
IT	\$6,000.00	100%	\$-	0%	\$ 6,000.00
PPE	\$5,000.00	100%	\$-	0%	\$ 5,000.00
Facility Decontamination	\$15,000.00	100%	\$-	0%	\$ 15,000.00
Antibody Testing	\$11,000.00	100%	\$-	0%	\$ 11,000.00
Contract Employee for COVID	\$14,000.00	100%	\$-	0%	\$ 14,000.00
Response Vehicles to Supplement EMS	\$120,000.00	100%	\$-	0%	\$ 120,000.00
LifePack Monitors	\$60,000.00	100%	\$-	0%	\$ 60,000.00
Advanced Life Support Equipment For Vehicles	\$4,000.00	100%	\$-	0%	\$ 4,000.00
Radios For Response Vehicles	\$17,120.00	100%	\$-	0%	\$ 17,120.00
CADS for Response Vehicles with Mounts	\$16,000.00	100%	\$-	0%	\$ 16,000.00
Total	\$ 268,120.00	100%	\$0	0%	\$ 268,120.00

Please make sure to include all expenses already incurred for COVID expenses and all planned budget expenditures.

EXHIBIT C
PRE-AUTHORIZATION FOR BUDGET ADJUSTMENT
(Narrative Justification Must Be Attached)

CITY: CITY OF WINDCREST

PROJECT NAME: Suburban Cities Coalition

Adjustment No.: _____

ADDRESS: _____

Category	Current Budget	Revisions (+) (-)	Revised Budget
Addition:			
Deletion:			

City Approval: _____

Title: _____ Date: _____

Bexar County Auditor's Approval: _____

Title: _____ Date: _____

EXHIBIT D**INVOICE**

(Please attach all supporting documentation)

CITY: CITY OF WINDCRESTPROJECT NAME: Suburban Cities Coalition ADDRESS: 8601 Midcrown Drive, Windcrest, TX 78239Purchase Order No.: _____ Vendor No.: _____
Invoice No.: _____PROGRAM: Coronavirus Aid, Relief, and Economic Security Act, (CARES Act)PERIOD COVERED: March 1, 2020 – September 30, 2020

Budget Category	Current Invoice Amount	Expenses Submitted to Date	Less Payment Received	\$ Amount Due
JANITORIAL SERVICES, DUE TO COVID-19	\$ 229.00	229.00	-	229.00
IT, REMOTE WORK DUE TO COVID-19	\$ 3,507.98	3,736.98	-	3,507.98
IT, REMOTE WORK DUE TO COVID-20	\$ 3,566.93	7,303.91	-	3,566.93
IT, REMOTE WORK DUE TO COVID-21	\$ 3,985.22	11,289.13	-	3,985.22
IT, REMOTE WORK DUE TO COVID-22	\$ 10,118.94	21,408.07	-	10,118.94
SUPPLIES	\$ 274.80	21,682.87	-	274.80
SUPPLIES	\$ 158.55	21,841.42	-	158.55
SUPPLIES	\$ 474.00	22,315.42	-	474.00
SUPPLIES	\$ 6.50	22,321.92	-	6.50
SUPPLIES	\$ 18.41	22,340.33	-	18.41
SUPPLIES	\$ 25.08	22,365.41	-	25.08
SUPPLIES	\$ 134.55	22,499.96	-	134.55
IT, REMOTE WORK DUE TO COVID-19	\$ 278.64	22,778.60	-	278.64
SUPPLIES	\$ 352.02	23,130.62	-	352.02
SUPPLIES	\$ 211.86	23,342.48	-	211.86
SUPPLIES	\$ 135.15	23,477.63	-	135.15
IT, REMOTE WORK DUE TO COVID-21	\$ 350.00	23,827.63	-	350.00

FACILITY MAINTENANCE	\$	636.35	24,463.98	-	636.35
SUPPLIES	\$	274.80	24,738.78	-	274.80
SUPPLIES	\$	158.55	24,897.33	-	158.55
SUPPLIES	\$	474.00	25,371.33	-	474.00
Contract Employee Hired for COVID	\$	10,500.00	35,871.33	-	10,500.00
Meals for COVID Staffing	\$	50.28	35,921.61	-	50.28
Supplies	\$	122.50	36,044.11	-	122.50
Supplies	\$	309.96	36,354.07	-	309.96
Supplies	\$	97.00	36,451.07	-	97.00
PPE	\$	424.83	36,875.90	-	424.83
Meals for COVID Staffing	\$	71.49	36,947.39	-	71.49
PPE	\$	70.93	37,018.32	-	70.93
Cleaning Supplies	\$	13.93	37,032.25	-	13.93
Cleaning Supplies	\$	23.80	37,056.05	-	23.80
Supplies	\$	29.92	37,085.97	-	29.92
Meals for COVID Staffing	\$	20.00	37,105.97	-	20.00
Meals for COVID Staffing	\$	40.90	37,146.87	-	40.90
Meals for COVID Staffing	\$	81.30	37,228.17	-	81.30
Meals for COVID Staffing	\$	37.84	37,266.01	-	37.84
PPE	\$	73.28	37,339.29	-	73.28
EOC Supplies	\$	119.96	37,459.25	-	119.96
Meals for COVID Staffing	\$	76.10	37,535.35	-	76.10
Meals for COVID Staffing	\$	58.95	37,594.30	-	58.95
Meals for COVID Staffing	\$	64.83	37,659.13	-	64.83
Supplies	\$	34.03	37,693.16	-	34.03
Meals for COVID Staffing	\$	50.38	37,743.54	-	50.38
Meals for COVID Staffing	\$	90.70	37,834.24	-	90.70
Meals for COVID Staffing	\$	74.89	37,909.13	-	74.89
Supplies	\$	65.14	37,974.27	-	65.14

Meals for COVID Staffing	\$	18.15	37,992.42	-	18.15
Meals for COVID Staffing	\$	68.45	38,060.87	-	68.45
Supplies	\$	23.27	38,084.14	-	23.27
Meals for COVID Staffing	\$	57.33	38,141.47	-	57.33
Supplies	\$	615.75	38,757.22	-	615.75
Cleaning Supplies	\$	2,278.40	41,035.62	-	2,278.40
City Hall Decon	\$	11,016.00	52,051.62		11,016.00
Total Due:			52,051.62		52,051.62

City Approval: _____

Date: _____

Bexar County Auditor's Approval: _____

Date: _____

EXHIBIT E

CARES ACT CORONAVIRUS RELIEF FUND ELIGIBILITY CERTIFICATION

I, DANIEL REESE, am the Mayor/City Manager of WINDCREST ("CITY"), and I certify that:

1. I have the authority on behalf of CITY to request grant payments from Bexar County for federal funds appropriated pursuant to section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
2. I understand that COUNTY will rely on this certification as a material representation in making grant payments to CITY.
3. I acknowledge that CITY should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 601(d) of the Social Security Act.
4. I acknowledge that all records and expenditures are subject to audit by the United States Department of the Treasury's Inspector General or the Bexar County Auditor's Office, or designee.
5. I acknowledge and agree that CITY shall be liable for any costs or expenses disallowed pursuant to financial or compliance audit of funds received and will repay those funds to COUNTY within thirty (30) days of receiving notice from COUNTY.
6. I acknowledge that if COUNTY has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the United States Department of the Treasury and will have all requests for reimbursement submitted on or before the period identified in the Grant Agreement.
7. I acknowledge that CITY's proposed uses of the funds provided as grant payments from COUNTY originate from federal appropriation under section 601 of the Social Security Act and will be used only to cover those costs or expenses that:
 - a. are necessary expenditures incurred due to the public health emergency resulting from the Coronavirus Disease 2019 (COVID-19);
 - b. were not accounted for in the budget most recently approved as of March 27, 2020, for CITY; and
 - c. were incurred during the period that begins on March 1, 2020 and ends on September 30, 2020.

In addition to each of the statements above in this Exhibit E, I acknowledge on submission of this certification that my jurisdiction has incurred eligible expenses between March 1, 2020 and the date noted below.

By: DANIEL REESE
Signature: [Signature]
Title: MAYOR, CITY OF WINDCREST
Date: 07/01/2020

State of Texas
County of Bexar

Sworn and subscribed before me on the 1 day July, 2020, by
Delma Cortez.

[Signature]
Notary Public Signature

(Personalized Seal)

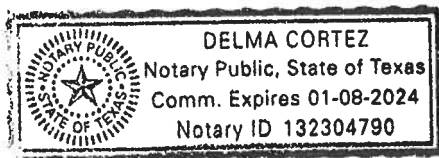


EXHIBIT F

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned grantee, City of WINDCREST, certifies, to the best of his or her knowledge that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The grantee, City of WINDCREST, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, grantee understands and agrees that the provisions of 31 U.S.C. Sec. 3801 *et seq.* apply to his certification and disclosure, if any.

By: DANIEL REESE

Signature: 

Title: MAYOR, CITY OF WINDCREST

Date: 07/01/2020

CARES Act - Bexar County FY2020 Expenditures
Expenses Incurred Between 03.01.2020 - 09.30.2020

Project Name: Suburban Cities Coalition
City of Windcrest

Budget Category	Current Invoice Amount	Expenses Submitted to Date (Running Total)	Less Payment Received	\$Amount Due
Facility Decon and Maintenance	\$ 26,503.52	\$ 26,503.52	-	\$ 26,503.52
IT	\$ 23,567.32	\$ 50,070.84	-	\$ 23,567.32
Supplies	\$ 3,437.62	\$ 53,508.46	-	\$ 3,437.62
Employee Meals for COVID Staffing	\$ 855.97	\$ 54,364.43	-	\$ 855.97
COVID Contract Employee	\$ 21,000.00	\$ 75,364.43		\$ 21,000.00
PPE	\$ 569.04	\$ 75,933.47	-	\$ 569.04
Cleaning Supplies	\$ 7,299.72	\$ 83,233.19	-	\$ 7,299.72
Response Vehicles	\$ 132,780.07	\$ 216,013.26	-	\$ 132,780.07
Response Vehicle Equipment	\$ 28,926.78	\$ 244,940.04	-	\$ 28,926.78
Medical Supplies and Equipment	\$ 64,983.80	\$ 309,923.84	-	\$ 64,983.80
Total Due:		\$ 309,923.84		\$ 309,923.84