

City of Windcrest



CITY COUNCIL MEETING

OCTOBER 4, 2021

CITY COUNCIL CHAMBERS @ 8601 MIDCROWN

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 4TH DAY OF OCTOBER 2021, STARTING AT 6:00 P.M.

THE CITY COUNCIL RESERVES THE OPTION TO RECESS THE MEETING DURING THE EVENING OF OCTOBER 4, 2021 AND TO RECONVENE THE MEETING ON THE FOLLOWING DAY, OCTOBER 5, 2021 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. CITIZENS TO BE HEARD/CITIZEN PARTICIPATION

- Citizens may address the City Council on topics not on the agenda for no more than three (3) minutes.
- Citizens shall also have the opportunity to address the City Council during consideration of posted agenda items for no more than six (6) minutes.
- 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:**

V. PRESENTATION

- a) City Council will receive an update from Leonard Young, City Engineer with YPR Consulting, on a proposed site plan for a dog park and butterfly garden. [Rafael Castillo, Jr., City Manager]

VI. ORDINANCE

- a) City Council will review, discuss, and take action on Ordinance 2021-019(O), an ordinance Authorizing and allowing, under the act governing the Texas Municipal Retirement System, “Updated Service Credits” in said system on an annual basis for service performed by qualifying members of such system who at the effective date of the allowance are members of the City of Windcrest; providing for increased prior and current service annuities for retirees and beneficiaries of deceased retirees of the City; providing for a change in the Municipal contributions to the current service annuity reserve at retirement of the employees of the City; and establishing an effective date for the ordinance. [Councilmember Wes Manning, Place 1] **1st Reading**
- b) City Council will review, discuss, and take action on Ordinance 2021-020(O), an ordinance amending the adopted FY 21/22 budget designating \$231,250.00 for a 2:1 employer match increase for employee Texas Retirement Municipal Services benefits. [Councilmember Wes Manning, Place 1] **1st Reading**
- c) City Council will review, discuss, and take action on Ordinance 2021-021(O), an ordinance amending the adopted FY 21/22 budget designating \$50,000 for a dog park. [CM Wes Manning, Place 1] **1st Reading**

VII. DISCUSSION & ACTION

- a) City Council will review, discuss, and may take action on the Greater Randolph Area Service Program (GRASP) annual contract. [Rafael Castillo, Jr., City Manager]
- b) City Council will review, discuss, and may take action on the Windcrest Little League Association annual contract. [Rafael Castillo, Jr., City Manager]
- c) City Council will review, discuss, and may take action on the charter review processes and options. [Rafael Castillo, Jr., City Manager]
- d) City Council will review, discuss, and may take action on a Request for Proposal for staffing and space utilization consultants as outlined in the adopted 2021-2023 Strategic Plan. [Rafael Castillo, Jr., City Manager]
- e) City Council will review, discuss, and may take action on amendments and updates needed in the Windcrest Code of Ordinances. [Rafael Castillo, Jr., City Manager]
- f) City Council will review, discuss, and may take action on amendments to the FY21/22 Master Fee Schedule. [Rafael Castillo, Jr., City Manager]

VIII. EXECUTIVE SESSION

The City Council will convene in closed session to discuss the following matters:

- a) Pursuant to Texas Government Code Sec. 551.071 (consultation with attorney) litigation update on:
 - i. 225 Windcrest
 - ii. 438 Crestwind
 - iii. 421 Faircrest
 - iv. 5907 Crescent Falls
- b) Pursuant to §551.074 (discussion regarding personnel/officials)
 - i. Evaluation of City Manager

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); §551.074 (Personnel Matters) 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.*

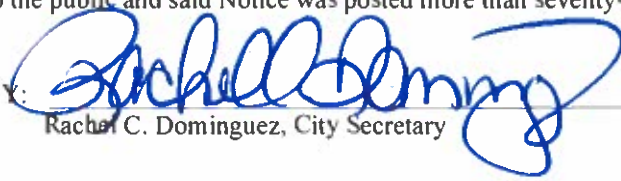
EXECUTIVE SESSIONS APPROVED BY CITY ATTORNEY: *This agenda has been reviewed and approved by the City's legal counsel and the presence of any subject in any Executive Session portion of the agenda constitutes a written interpretation of Texas Government Code Chapter 551 by legal counsel for the body 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.*

ATTENDANCE BY OTHER ELECTED OR APPOINTED OFFICIALS:

It is anticipated that members of other city boards, commissions and committees may attend the meeting in numbers that may constitute a quorum of such other city boards, commissions and committees, so that notice is hereby given that the meeting is also a meeting of the other city boards, commissions and committees whose members are in attendance. The members of the other city boards, commissions and committees may participate in discussions which occur at the meeting, but no action will be taken by the other boards, commissions and committees whose members are in attendance.

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 4, 2021.

BY:


Rachel C. Dominguez, City Secretary

**City of Windcrest
City Council Meeting
October 4, 2021**

Dog Park



N

SCALE: 1" = 40'

LEGEND	
	1,596 LF OF TOTAL FENCE
	FENCE GATE
	SHADED AREA = 1.11 ACRES (4,8135 SF)

	YOUNG PROFESSIONAL RESOURCES®			
	8940 Fourwinds Drive, Suite 309			
	Windcrest, TX 78239			
	Tel. (210) 590-9215 Fax (210) 590-9346			
Registration No. F-8635				
CITY OF WINDCREST				
WINDCREST DOG PARK				
				SHEET 1 OF 1
PROJECT No.		DATE: SEPT 2021		
DRAWN BY: LG	DESIGN BY: JH	CHECK BY: JH	SHEET No. 1	

Elements

- **Size: 1.11 Acres**
- **Out of Flood Plain**
- **Six-foot high chain-link Fence**
- **Maintenance Gates**
- **Protects Butterfly Garden with fencing**
- **Area for large and small dogs**
- **Provides Natural Shade**
- **Water service to come from across Jim Seal which will require street cut.**

Element	Number of Units	Cost Per Unit	Cost
Fencing (Linear feet)	1600	\$45.00	\$72,000.00
Water (Linear Feet)	120	\$45.00	\$5,400.00
Miscellaneous and Contingency	1	\$8,000.00	\$8,000.00
Total			\$85,400.00

**City of Windcrest
City Council Meeting
October 4, 2021**

Dog Park



- SAND VOLLEYBALL COURT.
- EXISTING TREES.
- NEW CANOPY TREES.
- PARKING LOT (70 SPACES) WITH TWO DRIVES.
- POOL EQUIPMENT BUILDING.
- ENTRANCE.
- BUBBLERS.
- RESTROOM BUILDING.
- POOL WITH LAP LANES AND BEACH ENTRY.
 - 10,700 SF
 - 814,400 GALLONS (42,000 CF)
 - MAXIMUM DEPTH OF 5'-0"
- SHADE CANOPIES.
- SPRAY GROUND.
 - 4,200 SF
- NEW ORNAMENTAL TREES.

Working Document 9/13/2021

Items to consider FY 21-22

Item(s)	Requested Items FY 21-22	25% Restricted Reserve (City Charter)	Total Expense	Staff Recommended Items	Approved Items FY 21-22
HRA (Resolution 2021-534(R) 8/16/2021)	\$ 50,000.00	\$ 12,500.00	\$ 62,500.00	\$ 62,500.00	\$ 62,500.00
TMRs 6%, 2 to 1 (Effective 1/01/2022-9/30/2022)	\$ 185,000.00	\$ 46,250.00	\$ 231,250.00	\$ 231,250.00	\$ -
Insurance increase 2% (Resolution 2021-531(R) 8/02/2021)	\$ 20,000.00	\$ 5,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
Civic Center 0.5FTE (Hot Tax)	\$ 28,000.00	\$ 7,000.00	\$ 35,000.00		
Public Works 0.5 FTE	\$ 28,000.00	\$ 7,000.00	\$ 35,000.00		
Total Benefits Increase	\$ 311,000.00	\$ 77,750.00	\$ 388,750.00	\$ 318,750.00	\$ 87,500.00
Items for FY 2021-22					
Admin Capital					
-City Hall Digital Electronic Signage	\$ 43,000.00			\$ 43,000.00	
- Digital Electronic Signage Windcrest Dr. & I35	\$ 51,000.00				
- Digital Electronic Signage Jim Seal Dr.	\$ 23,000.00			\$ 23,000.00	
Total Admin	\$ 117,000.00	\$ -	\$ -	\$ 66,000.00	\$ -
FD Capital					
-Covered Parking	\$ 20,860.00			\$ 20,860.00	
-Office Furniture	\$ 10,957.44			\$ 10,957.44	
-Fire Bay Drop ceiling upgrade	\$ 20,430.97			\$ 20,430.97	
-Bay Door Replacements	\$ 23,967.18			\$ 23,967.18	
-FY 2022-2023. Fire Marshal (1FTE) - \$85,049.62					
-FY 2022-2023. Mobile Radios (5units @6,836.50pc.) - \$34,182.50				\$ 34,182.50	
-FY 2022-2023. Handheld Radios (30units @8,226.47pc.) - \$246,794.10				\$ 123,397.05	
Total FD	\$ 76,215.59	\$ -	\$ -	\$ 233,795.14	\$ -
PW Capital					
- FY 2022-2023. Concrete Pad behind Maintenance building - \$62,517.00					
-Gates for Public Works and Quarterly Maintenance (\$705.00 per year)	\$ 15,326.00				
-Gates RV Storage and Quarterly Maintenance (705.00 per year)	\$ 9,991.00				
- FY 2022-2023. Backhoe - \$108,499.00					
-Street Sweeper (Last Payment 5/2022)	\$ 48,168.81				\$ 48,168.81
-Takas Park Trail Repairs (In House Labor)	\$ 55,000.00				
-FY 2022-2023. 2021 Broce Broom-260 - \$38,145.00					
Total PW	\$ 128,485.81	\$ -	\$ -	\$ -	\$ 48,168.81
P&R Capital					
-Dog Park (85k-100k)	\$ 85,000.00			\$ 50,000.00	
Total P&R Capital	\$ 85,000.00	\$ -	\$ -	\$ 50,000.00	\$ -
Finance Capital					
-Incode 9 upgrade to Incode 10	\$ 80,000.00			\$ -	
Total Finance Capital	\$ 80,000.00	\$ -	\$ -	\$ -	\$ -
Civic Center					
- FY 2022-2023. Emergency Management Shelter Upgrade - \$50,000.00					
Total Finance Capital	\$ -	\$ -	\$ -	\$ -	\$ -

Total to consider

Available funds for expenditures (Unrestricted Fund Balance)

Total Available funds for expenditures

\$	618,545.14	\$	37,500.00	Misc. Revenues
\$	625,000.00	\$	625,000.00	*75k included
\$	6,454.86	\$	587,500.00	

Comparision TMRS Contributions by City

City	Employee Deposit Rate	City's Matching Ratio	USC	COLA
Schertz	7%	2:1	100% repeating	70% repeating
Live Oak	7%	2:1	100% repeating	70% repeating
Alamo Heights	7%	2:1	75% repeating	70% repeating
Cibolo	7%	2:1	100% repeating	70% repeating
Hollywood Park	6%	1.5:1	100% repeating	70% repeating
City of Windcrest	6%	1.5:1	100% repeating	70% repeating



TMRS-Match USC T CPI R

TEXAS MUNICIPAL RETIREMENT SYSTEM

AN ORDINANCE AUTHORIZING AND ALLOWING, UNDER THE ACT GOVERNING THE TEXAS MUNICIPAL RETIREMENT SYSTEM, "UPDATED SERVICE CREDITS" IN SAID SYSTEM ON AN ANNUAL BASIS FOR SERVICE PERFORMED BY QUALIFYING MEMBERS OF SUCH SYSTEM WHO AT THE EFFECTIVE DATE OF THE ALLOWANCE ARE MEMBERS OF THE CITY OF WINDCREST; PROVIDING FOR INCREASED PRIOR AND CURRENT SERVICE ANNUITIES FOR RETIREES AND BENEFICIARIES OF DECEASED RETIREES OF THE CITY; PROVIDING FOR A CHANGE IN THE MUNICIPAL CONTRIBUTIONS TO THE CURRENT SERVICE ANNUITY RESERVE AT RETIREMENT OF THE EMPLOYEES OF THE CITY; AND ESTABLISHING AN EFFECTIVE DATE FOR THE ORDINANCE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WINDCREST, TEXAS:

Section 1. Authorization of Updated Service Credits.

- (a) On the terms and conditions set out in Sections 853.401 through 853.404 of Subtitle G of Title 8, Government Code, as amended (hereinafter referred to as the "TMRS ACT"), each member of the Texas Municipal Retirement System (hereinafter referred to as the "System") who has current service credit or prior service credit in the System in force and effect on the 1st day of January of the calendar year preceding such allowance, by reason of service in the employment of the City, and on such date had at least 36 months of credited service with the System, shall be and is hereby allowed "Updated Service Credit" (as that term is defined in subsection (d) of Section 853.402 of the TMRS Act).
- (b) On the terms and conditions set out in Section 853.601 of the TMRS Act, any member of the System who is eligible for Updated Service Credits on the basis of service with this City, who has unforfeited credit for prior service and/or current service with another participating municipality or municipalities by reason of previous service, and was a contributing member on the 1st day of January of the calendar year preceding such allowance, shall be credited with Updated Service Credits pursuant to, calculated in accordance with, and subject to adjustment as set forth in said Section 853.601, both as to the initial grant hereunder and all future grants under this ordinance.
- (c) The Updated Service Credit hereby allowed and provided for shall be **100%** of the "base Updated Service Credit" of the member (calculated as provided in subsection (c) of Section 853.402 of the TMRS Act).
- (d) Each Updated Service Credit allowed hereunder shall replace any Updated Service Credit, prior service credit, special prior service credit, or antecedent service credit previously authorized for part of the same service.
- (e) In accordance with the provisions of subsection (d) of Section 853.401 of the TMRS Act, the deposits required to be made to the System by employees of the several participating departments on account of current service shall be calculated from and after the effective date of this ordinance on the full amount of such person's compensation as an employee of the City.

Section 2. Increase in Retirement Annuities.

(a) On terms and conditions set out in Section 854.203 of the TMRS Act, the City hereby elects to allow and to provide for payment of the increases below stated in monthly benefits payable by the System to retired employees and to beneficiaries of deceased employees of the City under current service annuities and prior service annuities arising from service by such employees to the City. An annuity increased under this Section replaces any annuity or increased annuity previously granted to the same person.

(b) The amount of the annuity increase under this Section is computed as the sum of the prior service and current service annuities on the effective date of retirement of the person on whose service the annuities are based, multiplied by **70%** of the percentage change in Consumer Price Index for All Urban Consumers, from December of the year immediately preceding the effective date of the person's retirement to the December that is 13 months before the effective date of this Section.

(c) An increase in an annuity that was reduced because of an option selection is reducible in the same proportion and in the same manner that the original annuity was reduced.

(d) If a computation hereunder does not result in an increase in the amount of an annuity, the amount of the annuity will not be changed hereunder.

(e) The amount by which an increase under this Section exceeds all previously granted increases to an annuitant is an obligation of the City and of its account in the Benefit Accumulation Fund of the System.

Section 3. Dates of Allowances and Increases. The initial allowance of Updated Service Credit and increase in retirement annuities hereunder shall be effective on **January 1, 2022**, subject to approval by the Board of Trustees of the System. An allowance of Updated Service Credits and an increase in retirement annuities shall be made hereunder on January 1 of each subsequent year until this ordinance ceases to be in effect under subsection (e) of Section 853.404 of the TMRS Act, provided that, as to such subsequent year, the actuary for the System has made the determination set forth in subsection (d) of Section 853.404 of the TMRS Act.

BE IT FURTHER ORDAINED:

Increased Municipal Contributions: That effective **January 1, 2022**, for each month of current service thereafter rendered by each of its employees who are members of the Texas Municipal Retirement System, the City elects to provide for each such member at the time of his or her retirement, a sum that is **200%** of such member's accumulated deposits for such month of employment; and said sum shall be a liability of the City's account in the Benefit Accumulation Fund.

Subject to approval by the Board of Trustees of the System, this ordinance shall be and become effective on the **1st day of January 2022**.

Passed and approved this the _____ day of _____, _____.

ATTEST:

APPROVED:

City Secretary of Clerk

Mayor



City of Windcrest Community Dog Park Survey Summary





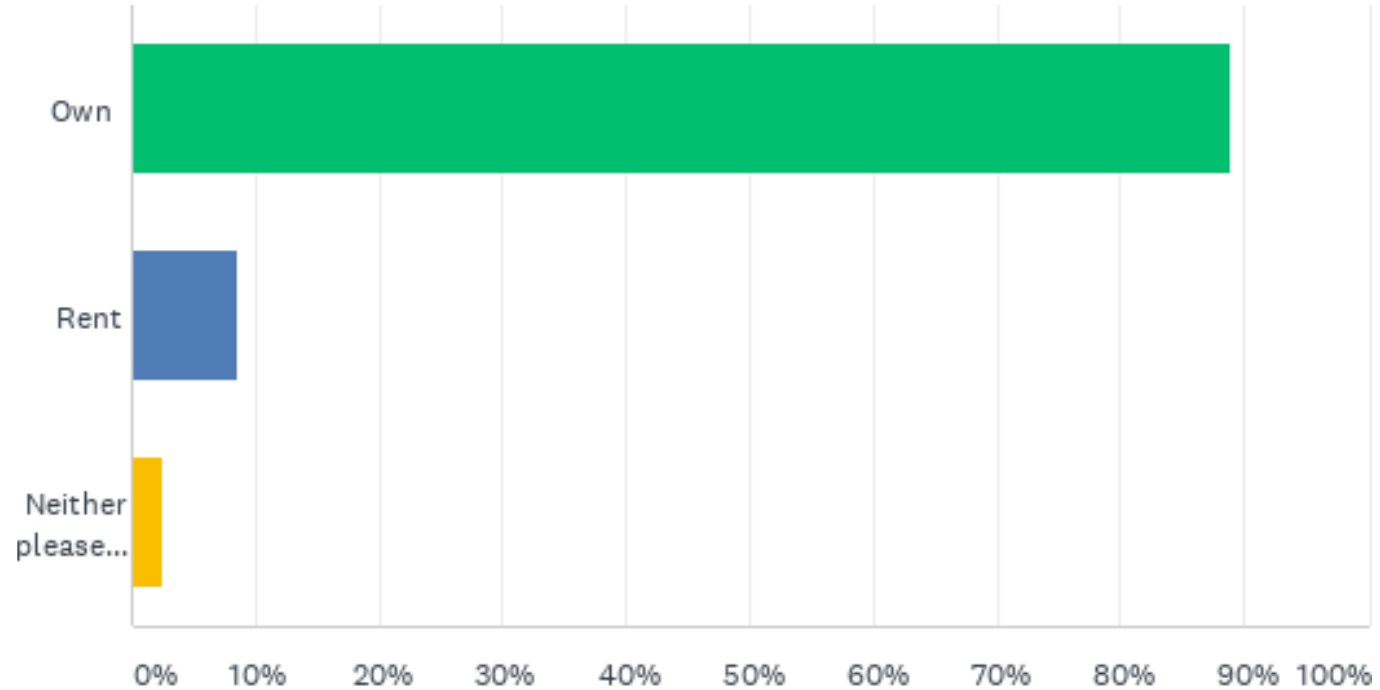
233 Total Responses

Launched: February 24, 2021

Reposted: April 6, 2021

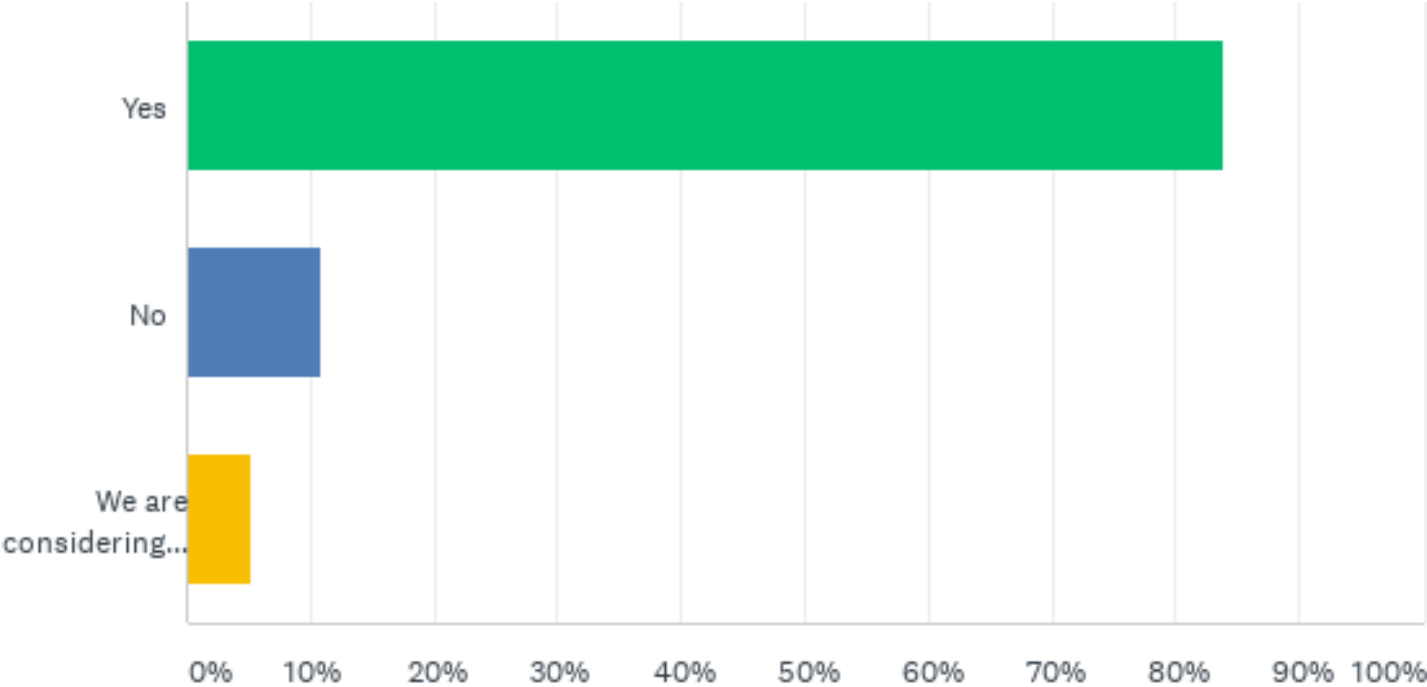


Q3: Do you rent or own the place where you live?



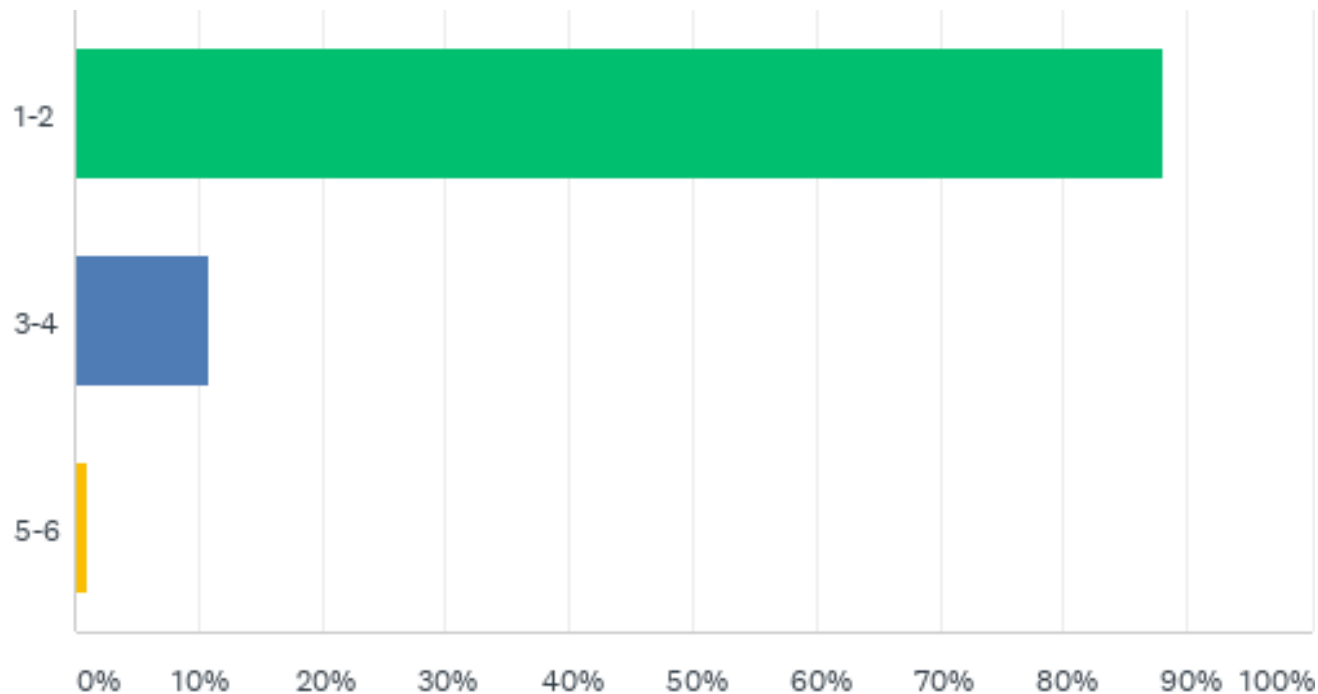


Q8: Do you currently own a dog?

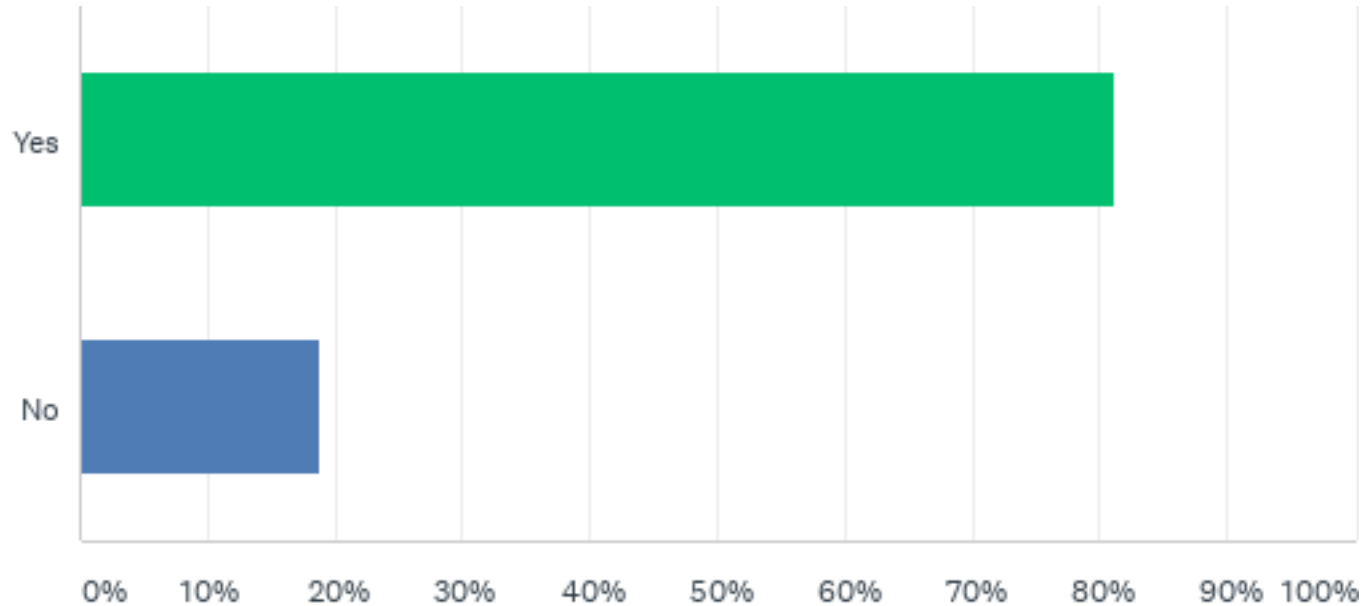




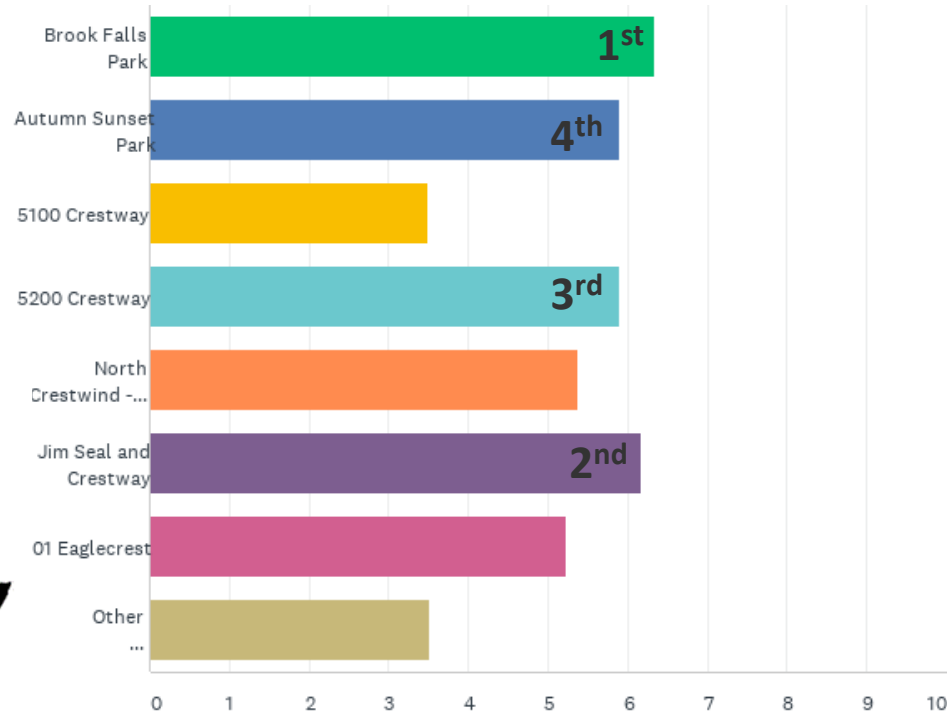
Q9: How many dogs are in your household?



Q12: Would you support the development of an outdoor fenced in, off-leashed dog park in Windcrest?



Q13: If yes, please rank in order of priority from 1 - 5 all proposed locations you would like to see a dog park. Use "Other" to identify a location not listed.



On September 30, 2021, the Park and Recreation Commission approved recommending the proposed dog park as presented by Leonard Young, PE.





WINDCREST PERFORMANCE REPORT

	2019	2020	2021 as of March 2021
Clients	196	114	34
Trips	6194	3068	627
Roundtrip's p/day	12.388	9.53	10.27

Agency Statistics

Fare Revenue	\$ 30,970	\$ 15,340	\$ 3,135
TTL Cost per day	\$ 312.96	\$ 270.97	\$ 286.72
Cost per mile	\$ 3.12	2.23	\$ 3.72
Cost per Hour	39.12	38.71	\$ 40.96
Insurance 1 Bus p/day	\$ 9.20	\$ 10.28	\$ 11.20
Labor Cost p/day	72.96	79.1	\$ 94.92

2020 Fewer Appts due to COVID-19

2021 Closed 5 days due to Winter Storm in Feb

2021 Still operating with fewer clients in 2021.

RESOLUTION NO. 2021-508 (R)

**A RESOLUTION OF THE CITY OF WINDCREST
APPROVING A MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF WINDCREST AND THE
GREATER RANDOLPH AREA SERVICES PROGRAM,
INC. TO PROVIDE DEMAND/RESPONSE
TRANSPORTATION SERVICES TO BOTH SENIORS
OVER THE AGE OF FIFTY-FIVE AND DISABLED
PERSONS LIVING WITHIN THE CITY OF WINDCREST**

WHEREAS, The Windcrest City Council has determined that a need for transportation services exists, particularly for seniors over the age of fifty-five (55) and disabled persons with the community; and

WHEREAS, The Greater Randolph Area Services Program, Inc. ("GRASP"), is a Texas nonprofit 501(c)(3) human service agency that provides financial assistance, transportation, food, clothing, information, education, referral, and other related social services to persons in need; and

WHEREAS, the City of Windcrest has contracted with GRASP for several years for transportation and other related social services; and

WHEREAS, the City of Windcrest and GRASP desire to extend their relationship for transportation and other social services through December 31, 2021.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WINDCREST, TEXAS that a Memorandum of Understanding for the provision of transportation and other social services with The Greater Randolph Area Services Program, Inc. is hereby approved and the City Manager is authorized to execute said agreement on behalf of the City.

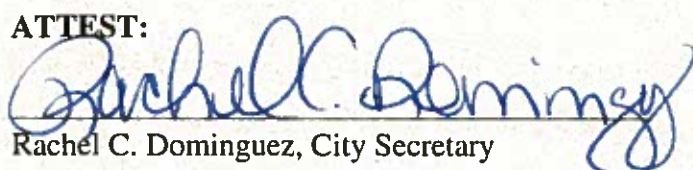
DULY PASSED AND APPROVED on the 22nd day of February, 2021 at a regular meeting of the City Council of the City of Windcrest, Texas, which was held in compliance with the Open Meetings Act, Gov't. Code §551.001, et. Seq. at which meeting a quorum was present and voting.

CITY OF WINDCREST, TEXAS



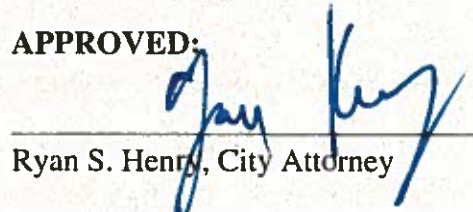
Dan Reese, Mayor

ATTEST:



Rachel C. Dominguez, City Secretary

APPROVED:



Ryan S. Henry, City Attorney



GREATER RANDOLPH AREA SERVICES PROGRAM, INC.

Memorandum of Understanding

The following is a **Memorandum of Understanding** made on the 24th day of February, **2021** and agreed to by and between **Greater Randolph Area Services Program, Inc. (GRASP)**, **250 Donalan Street, Converse, Texas 78109**, and, the **City of Windcrest, Windcrest, Texas 8601 Midcrown, Windcrest, Texas 78239**.

The **Greater Randolph Area Services Program Inc. (GRASP)**, a Texas nonprofit 501(c)(3) human service agency provides financial assistance, transportation, food, clothing, information, education and referral and other related social services for those in need regardless of their race, religion, income or ethnicity, or gender, and, the **City of Windcrest**, a municipality incorporated in the State of Texas.

The parties mutually agree and by their signatures enter into this Memorandum of Understanding in support of the **Greater Randolph Area Services Program Inc.**, and both parties agree to the following responsibilities:

- Greater Randolph Area Services Program will offer a demand/response transportation service to seniors over age 55 and disabled persons for medical and legal appointments, shopping and other trips based on availability and priority of request during established business hours of the agency in accordance with Section 16 of the Federal Transit Act (FTA) and Section 5310 of the Federal Transit Act.
- Greater Randolph Area Services Program, Inc. will provide transportation with a walk-in 10- passenger van or wheelchair accessible van to transport clients where urban mass transportation services are unavailable, insufficient or inappropriate.
- Greater Randolph Area Services Program, Inc. will manage staff, operations, maintenance, and dispatch for all vehicles. One FTE staff position will be funded to staff the Windcrest Transportation Program for the project year beginning January 1, 2021 to December 31, 2021. Costs of gasoline, insurance, wages, benefits, and vehicle replacement will be the responsibility of the agency.
- Greater Randolph Areas Services Program, Inc. will provide liability insurance \$1,000,000 or more for the program and adhere to policies and practices in accordance with the Texas Department of Transportation and the Alamo Area Agency on Aging for similar community transportation programs. The City will be named as an additional insured party to its liability policy and GRASP will furnish a copy of such insurance to the City each year upon renewal.
- Disabled Veterans, who are approved prior to trip, shall be provided Medical trips at no charge to the San Antonio Military Medical Center, or other medical facility within 5 miles of their residence.
- Greater Randolph Area Services Program, Inc. reserves the right to refuse transportation to those who require admittance or discharge from a hospital or outpatient surgical procedures.
- Greater Randolph Area Services Program, Inc. will provide services in accordance with its fee schedule in effect at the time of the execution of this agreement.
- Greater Randolph Area Services Program, Inc. employees will comply with all regulations regarding the use of and testing for Drug/Alcohol by operators of motor vehicles engaged in transporting passengers for hire as promulgated by the FTA and or TxDOT.
- Greater Randolph Area Services Program, Inc. (GRASP) will refer individuals and families that are in need of other services to other agencies or service providers in accordance with their initial intake, assessment and procedures.
- Greater Randolph Area Services Program, Inc. will properly maintain its fiscal records and requirements. Supporting documents, statistical records and other reports will comply with governing law, and will be maintained for a 5-year period at the agency.

- Greater Randolph Area Services Program, Inc. will ensure that all vehicles assigned to the program are in compliance with state/federal insurance requirements and safety procedures.
- Greater Randolph Area Services Program, Inc. will comply with Title VI of the Civil Rights Act of 1964 as amended, Section 504 of the Rehabilitation Act of 1973, The Age Discrimination in Employment Act of 1967 and the Americans with Disabilities Act of 1990.
- All participants/clients have the right to submit grievances regarding specific actions or activities affecting participation in the program. Grievances may be made in writing or orally and shall be satisfied at the lowest level possible.
- All parties agree that the program will serve residents who reside only in the incorporated city limits of the City of Windcrest and who are eligible for assistance.
- The City of Windcrest will fund \$12,000 to the program the fiscal year of the program for 2021.
- The City of Windcrest will assist in the promotion and support of the program with its citizens.

Purpose of Memorandum of Understanding

Individuals who are disabled and/or over age 55 who express a need for transportation will have access to medical services, shopping and other programs that promote independence and self-sufficiency.

Term of Memorandum of Understanding

This agreement shall become effective upon the execution of this agreement and shall continue until the Memorandum of Understanding is terminated. Either party, with thirty (30) days written notice, may terminate this agreement by sending a certified letter to either party's address of record. If the program is terminated before December 31, 2021, the City will receive a pro rata refund of its \$12,000 funding.

Communication between Parties

During the term of this agreement, the parties shall communicate as necessary to review any issues related to this agreement and its operation.

Failure to Perform

Each of the parties to this agreement agrees to use their best efforts to fulfill their respective responsibilities in support of this agreement. Each agree if, in the reasonable and good faith determination of one of the parties hereto the other party (ies) is/ are not adequately fulfilling such responsibilities, such complaining party must give notice to the other party (ies), describing in detail what responsibility is not being fulfilled, and allow such other party (ies) a reasonable period of time to correct or remedy the situation, the other party (ies) has/have still failed to fulfill adequately the responsibilities under the project, the complaining party(ies) shall have the right to terminate this agreement.

Governing Law

This agreement shall be governed under the laws of the State of Texas and venue for all proceedings shall be in Bexar County Texas.

Notice

Any notices or other communication required or permitted by this Memorandum of Understanding or by Law to be delivered to, served or given to all parties shall be in writing and shall be deemed properly delivered, served or given when personally delivered to the party to whom it is directed or in lieu of such personal service, when deposited in the United States mail, first class postage, prepaid, addressed to the party(ies) set forth on page one of this Memorandum of Understanding.

Amendment or Modification

This Memorandum of Understanding may be amended or modified by mutual agreement of both parties, in writing and signed by all parties. Any such writing amending or modifying this Memorandum of Understanding shall be attached to and kept with this agreement.

Cooperation

Each of the parties pledge to use their best efforts to cooperate and exchange information in support of this Memorandum of Understanding and the Program described herein. Further, each of the parties shall comply with all reasonable requests of the other party with respect to information concerning the Program.

Indemnity

Each party to this Memorandum of Understanding hereby agrees to indemnify, defend and hold harmless the other party(ies) – including the respective officers, directors and employees of the identified party – and their property from and against all claims, demands, losses, liabilities, actions, liens, lawsuits and other proceedings, judgments and awards from costs and expenses including reasonable attorney's fees arising directly, in whole or in part, out of negligence, willful misconduct or performance of services beyond the scope of this Agreement of the indemnifying party or any of its officers, directors, agents and employees. The indemnity provisions detailed above shall survive termination of this Agreement.

Acknowledged and Agreed to by:


Jay Higginson
President/CEO
Greater Randolph Area Services Program, Inc.

2-24, 2021
Date

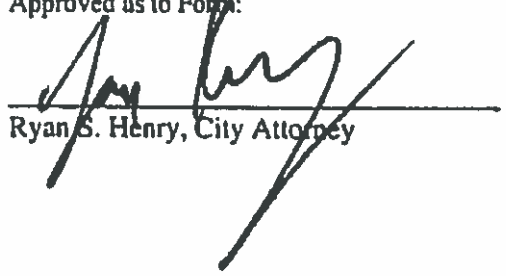

Rafael Castillo
City Manager
City of Windcrest

2-24, 2021
Date


Rachel C. Dominguez, City Secretary
City of Windcrest

2-24, 2021
Date

Approved as to Form:


Ryan S. Henry, City Attorney

2-24, 2021
Date

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, 2021 and shall conclude use of the Ball Field Complex on December 31, 2021 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 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

WINDCREST LITTLE LEAGUE LEASE AGREEMENT

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 provide CITY a quarterly calendar of scheduled events per calendar year. Understanding, dates of tournaments and scheduled events change regularly, WLL shall inform the CITY of any changes to the calendar a minimum of 14 calendar days prior to an event.
8. 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.
9. 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.
10. 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

11. 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.
12. 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.
13. Other than the repair of existing facilities, WLL shall not make any alterations to the Ball Field Complex without the written approval of CITY.
14. 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.
15. 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.
16. 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
17. 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.
18. 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

Jasmine Limon - President

[Signature]
Print Name & Title

Address: 5803 Camier Cove

Phone: (210) 780 0325

CITY OF WINDCREST

[Signature]
Rafael Castillo, Jr., City Manager

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

ATTEST:

[Signature]
Rachel C. Dominguez, City Secretary
Resolution: 2020-549(R)

APPROVED AS TO FORM:

[Signature]
Ryan S. Henry, City Attorney



From: [Windcrest Little League](#)
To: [Rachel Dominguez](#)
Cc: [Aaron Garcia](#)
Subject: WLL Registration Numbers
Date: Wednesday, June 23, 2021 3:44:42 PM

The Little League® determines the players designated league by one or the other; whether a **residence** or **school address** is located within the boundaries of an active Little League program.

2018 fall - 113 (17 Windcrest)
2019 spring - 175 (21 Windcrest)
2019 fall - 58 (22 Windcrest)
2020 spring - 107 (17 Windcrest)
2021 spring - 135 (22 Windcrest)

Below is a link to the official Little League finder for reference.

<https://www.littleleague.org/play-little-league/league-finder/>

[REDACTED]

Thank you,
Aaron Garcia

--

Aaron Garcia
Windcrest Little League- President

[REDACTED]

RESOLUTION NO. 2021-524(R)

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY
OF WINDCREST, TEXAS TO ADOPT THE CITY OF
WINDCREST STRATEGIC PLAN**

WHEREAS, the City of Windcrest City Council is presenting this strategic plan to be able to update as needed according to the current and future needs of the citizens of Windcrest; and

WHEREAS, the City of Windcrest City Council will accept this City of Windcrest Strategic Plan as an ongoing working and living document and upon council approval accept new recommendations to keep the plan current.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF WINDCREST, TEXAS that the City of Windcrest adopts the attached Strategic Plan to
be used as a planning tool for managing growth within the city.**

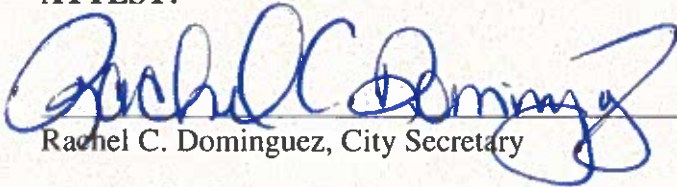
DULY PASSED AND APPROVED, on the 19th day of July, 2021 at a regular meeting of the City Council of the City of Windcrest, Texas, which was held in compliance with the Open Meetings Act, Gov't. Code §551.001, et. Seq. at which meeting a quorum was present and voting.

CITY OF WINDCREST, TEXAS

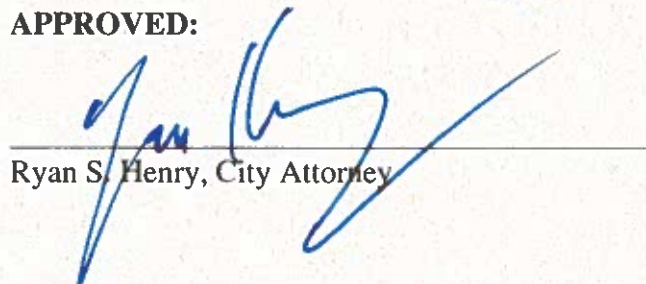


Dan Reese, Mayor

ATTEST:


Rachel C. Dominguez, City Secretary

APPROVED:


Ryan S. Henry, City Attorney



**City of Windcrest
Strategic Plan
July 2021 – 2023**

Strategic Planning Kick-Off Event 02.09.2021

Strategic Plan Subcommittee Mtgs.

- March 4
- March 23
- April 7
- May 5
- May 25
- June 7

Community Focus Group Events

- March 9
- March 16
- April 12



Community Need	The need for a small safe community with big city amenities.				
Vision	Mission			Values	
The City of Windcrest is a small town where everyone feels safe, welcome, and involved.	To provide the highest quality of life and public safety for the overall community through City services and community involvement.			Safety Diversity Civic ownership Sustainability Innovative Inclusiveness	
Primary Client Base	Residents, business owners, and visitors to Windcrest.				
Geographic Scope	2 square miles of the City of Windcrest.				
Market Differentiators	Police and Fire Departments	Location	Low taxes and consistent property values	Uniqueness of homes and lot sizes	Community amenities and events

Cornerstone Areas

Infrastructure

Public Services

Parks and Recreation

Economic Development

Schools

Marketing and Communication

Cornerstone Areas & Strategic Initiatives

Cornerstone Area	Strategic Initiatives				
Infrastructure	Decision about swimming pool or splash pad 2021	Assessment of staffing and space needs for City Government 2022	Assessment of IT Department needs 2022	Creation and communication of street and light maintenance plan 2022	Improvement to entrances and aesthetics into Windcrest 2023
Public Services	Revision of City website 2022	Feasibility assessment of in-house EMS services 2023	Plan for City services south of Walzem Road 2023		
Parks and Recreation	Development of a Master Plan 2021	Improvement of lighting throughout Takas Park facilities 2021	Offering of health and wellness activities in the parks and at Civic Center 2022	Incorporation of public art and art activities within the community 2022 & 2023	

Cornerstone Areas & Strategic Initiatives

Cornerstone Area	Strategic Initiatives				
Economic Development	Marketing of existing businesses Ongoing	Work with developers to bring multi-use businesses and residences to Windcrest 2021 & 2022	Design of incentive packages for retail and restaurant businesses 2021 & 2022	Partnership with the City to increase signage and aesthetics 2023	
Schools	Better understanding of schools' educational ratings and safety issues 2021	Communication of NEISD/City responsibilities 2021	Offering of community activities within the schools 2022 & 2023	Regular discussions between NEISD, Charter Schools, and the City. Ongoing	Use of individuals as mentors and volunteers 2022 & 2023
Marketing and Communication	Redesign and production of the newsletter 2021	Revisions to website and use of social media 2022	Branding and signage for the City 2023		

Cornerstone Areas Strategies & Actions

Priority	Action Items	Responsible Individual (s)	Calendar Year Deadlines
Infrastructure	Decision about swimming pool or splash pad	City Manager, City Secretary, and City Engineer	4 th Quarter, 2021
Infrastructure	Assessment of staffing and space needs for City Government	City staff and outside consultant	2 nd Quarter, 2022
Infrastructure	Assessment of IT Department needs	City staff and outside consultant	2 nd Quarter, 2022
Public Service	Revision of City website	City Secretary and outside consultant	2 nd Quarter, 2022
Parks and Recreation	Development of Master Plan	Parks and Rec Commission, City Manager, and City Council	3 rd Quarter 2021
Parks and Recreation	Improvement of lighting throughout Takas Park facilities	Parks and Rec Commission, City Manager, and City Council	4 th Quarter, 2021

Cornerstone Areas Strategies & Actions

Priority	Action Items	Responsible Individual (s)	Calendar Year Deadlines
Economic Development	Work with developers on multi-use business and residential projects	WEDC President, Executive Director, and WEDC Attorney	2 nd Quarter, 2022
Economic Development	Design of incentive packages for retail and restaurants	WEDC President, Executive Director, and WEDC Attorney	2 nd Quarter, 2022
Schools	Better understanding of schools' educational ratings and safety issue	City Manager, City Council, and City staff	Ongoing
Schools	Quarterly discussions between NEISD, charter schools, and City	Elected officials and City Manager	Ongoing
Marketing and Communications	Redesign and production of the newsletter	City Secretary and external consultant	4 th Quarter, 2021

Cornerstone Areas Strategies & Actions

Priority	Action Items	Responsible Individual (s)	Calendar Year Deadlines
Marketing and Communications	Redesign of City website and use of social media	City Secretary and external consultant	2 nd Quarter, 2022