

City of Windcrest



AGENDA CITY COUNCIL MEETING 6:00 PM OCTOBER 7, 2024

CITY COUNCIL CHAMBERS - 8601 MIDCROWN

CCM @ 6 PM

NOTICE IS HEREBY GIVEN THAT THE CITY OF WINDCREST CITY COUNCIL WILL HOLD A REGULAR CITY COUNCIL MEETING AT WINDCREST CITY HALL LOCATED AT 8601 MIDCROWN, WINDCREST, TEXAS ON MONDAY, OCTOBER 7, 2024, STARTING AT 6:00 PM.

THE CITY COUNCIL RESERVES THE OPTION TO RECESS THE MEETING DURING THE EVENING OF MONDAY, OCTOBER 7, 2024, AND TO RECONVENE THE MEETING ON THE FOLLOWING BUSINESS DAY, OCTOBER 8, 2024, 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

- 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) 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. RESOLUTION

- a) City Council will review, discuss, and may act on a resolution approving the Windcrest Volunteer Fire Alliance By-Laws. [Dan Reese, Mayor, Rafael Castillo, City Manager]
- b) City Council will review, discuss, and may act on a resolution approving the Windcrest Fire Alliance Agreement and Acknowledgement of Rights and Responsibilities with the City of Windcrest. [Dan Reese, Mayor, Rafael Castillo, City Manager]
- c) City Council will review, discuss, and may act on a resolution approving a service contract agreement with TeamWest5 for the City of Windcrest City Hall janitorial services. [Rafael Castillo, City Manager]
- d) City Council will review, discuss, and may act on a resolution approving the City of Windcrest's Cash Handling Policy for fiscal year 2024/2025. [Rafael Castillo, City Manager]
- e) City Council will review, discuss and may act on a resolution creating a temporary Heritage Tree Committee. [Rafael Castillo, City Manager]

VI. DISCUSSION AND ACTION

- a) City Council will review, discuss, and may act on proposed amendments to Chapter 6 adding non-lethal capturing options. [Wes Manning, Council Member Place 1]
- b) City Council will review, discuss and may act on proposed amendments to Chapter 2: Section 2.7 adding restrictions on appointments to the Windcrest Economic Development Corporation. [Dan Reese, Mayor]
- c) City Council will review, discuss, and may act on amending Chapter 28, Article 6 – Network Nodes and Right of Way of the City of Windcrest Code of Ordinances. [Rafael Castillo, City Manager]
- d) City Council will review, discuss, and may act on an ordinance regulating prolonged camping on vacant lots in residential neighborhoods to the City of Windcrest Code of Ordinances. [Rafael Castillo, City Manager]
- e) City Council will review, discuss, and may act amending Chapter 103 Building Code regarding accessory buildings. [Rafael Castillo, City Manager]
- f) City Council will review, discuss, and may act on an Ordinance amending Chapter 109 Signs Section 109-9 of the City of Windcrest Code of Ordinances. [Rafael Castillo, City Manager]

VII. EXECUTIVE SESSION

The City Council of the City of Windcrest reserves the right to adjourn into executive session at any time during course of the meeting to discuss any matter listed below:

i. Pursuant to Govt. Code §551.087 for deliberation regarding economic development planning and §551.071 for consultation with attorney on the Master Economic Incentive Agreement and ICP property.

ii. Pursuant to Govt. Code §551.071 (consultation with attorney) for deliberation regarding potential/threatened litigation involving billboard placement.

VIII. CITY MANAGER'S REPORT

Any oral report provided by the city manager will be informational only and not for council action. The city manager may provide updates on community and upcoming city events, the status of the operation of individual departments, any unusual activity from any specific department which has occurred since the posting of the agenda, or to provide potential topics of discussion which may appear on a future agenda.

IX. 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.

X. 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 7, 2024.

BY:

Rachel C. Dominguez, City Secretary

**A RESOLUTION OF THE CITY OF WINDCREST
APPROVING BYLAWS OF THE WINDCREST
VOLUNTEER FIREFIGHTERS ALLIANCE**

WHEREAS, the City of Windcrest is a home-rule municipality located within Bexar County, Texas; and

WHEREAS, the City provides fire prevention, fire protection, and emergency rescue services within the corporate city limits of the City of Windcrest through the City of Windcrest Fire Department (the “*Fire Department*”); and

WHEREAS, the Windcrest Volunteer Firefighters Alliance (the “*WVFA*”) is a Texas nonprofit association with the goal of supporting the Fire Department through fundraising efforts for the benefit of the Fire Department; and

WHEREAS, the WVFA wishes to enact bylaws for the good order of the organization; and

WHEREAS, per Section 12-32 of the City of Windcrest Code of Ordinances, adoption of the bylaws by the WVFA is subject to the approval of the City of Windcrest City Council; and

WHEREAS, the City desires to approve the By-Laws of the Windcrest Volunteer Firefighters Alliance attached as Exhibit A (the “*Bylaws*”).

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

1. The recitals stated above are incorporated into this resolution by reference as if expressly set forth herein.
2. The Bylaws are hereby approved.

DULY PASSED AND APPROVED, on the _____ day of _____, 2024 at a regular meeting of the City Council of the City of Windcrest, Texas, which was held in compliance with the Texas Open Meetings Act, Tex. Gov’t. Code Ch. 551. at which meeting a quorum was present and voting.

CITY OF WINDCREST, TEXAS

Dan Reese, Mayor

ATTEST:

Rachel Dominguez, City Secretary

APPROVED:

Ryan S. Henry, City Attorney

BY-LAWS OF
THE
WINDCREST VOLUNTEER FIREFIGHTERS
ALLIANCE
WINDCREST, TEXAS

Contents

ARTICLE 1	NAME.....	4
ARTICLE 2	OFFICES	4
ARTICLE 3	MEMBERSHIP	5
ARTICLE 4	VOTING	7
ARTICLE 5	MEETINGS.....	7
ARTICLE 6	OFFICERS	8
ARTICLE 7	BOARD OF DIRECTORS	11
	QUORUM	11
	AUTHORITY	11
	REMOVAL	11
	POWER AND DUTIES	12
	NOMINATIONS	12
	ELECTION.....	12
	REGULAR MEETINGS	12
	VOTING REQUIREMENTS	12
	OPEN MEETING.....	12
	EXECUTIVE SESSION.....	12
ARTICLE 8	BOOKS AND RECORDS.....	13
	INSPECTIONS.....	13
ARTICLE 9	PROPERTY AND FINANCIAL TRANSACTIONS	13
	NON-BUDGETARY EXPENDITURES	13
	TRANSFER OF ASSETS	14
ARTICLE 10	CHANGES TO THE RULES	14

ARTICLE 11	MEMBERSHIP COMMITTEE	14
ARTICLE 12	INDEMNIFICATION	15
ARTICLE 13	DISSOLUTION.....	15

BY-LAWS
WINDCREST VOLUNTEER FIREFIGHTERS ALLIANCE

MOTTO
Bravery Ignited, Community United: Empowering Volunteer Firefighters

MISSION

The Windcrest Volunteer Firefighters Alliance (WVFA) is a non-profit focused on fundraising and providing Windcrest Firefighters with the equipment and training they need to keep our community safe.

THE ALLIANCE, IN ACCORDANCE WITH ARTICLE III SECTION 12-32 OF THE CODE OF ORDINANCES OF THE CITY OF WINDCREST, TEXAS, POSSESSES THE POWER TO CREATE AND ENFORCE BYLAWS, ELECT OFFICERS, PRESERVE ORDER, CLARIFY THE DUTIES OF OFFICERS AND MEMBERS, ADMINISTER REPRIMANDS, SUSPEND, OR EXPULSE MEMBERS, AND PROMULGATE REQUISITE REGULATIONS, ENSURING COMPLIANCE WITH ORDINANCE ARTICLE III SECTION 12-32. THE ORGANIZATION IS EXCLUSIVELY FORMED FOR OBJECTIVES IN ACCORDANCE WITH SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE.

ARTICLE ONE

NAME

- 1.01 THE FOLLOWING DOCUMENT COMPRISES THE BYLAWS OF THE NON-PROFIT ENTITY, WINDCREST VOLUNTEER FIREFIGHTERS ALLIANCE, HEREINAFTER REFERRED TO AS THE "ALLIANCE." CURRENT AND UPDATED ITERATIONS OF THESE BYLAWS AND THE ARTICLES OF INCORPORATION SHALL BE STORED AMONG THE RECORDS OF THE WINDCREST FIRE DEPARTMENT AND WITHIN THE ALLIANCE'S FILES.
- 1.02 IN ANY INSTANCE WHERE A CONFLICT ARISES BETWEEN THESE BY-LAWS AND THE ARTICLES OF INCORPORATION OF THE ALLIANCE, THE ARTICLES OF INCORPORATION SHALL PREVAIL AS THE CONTROLLING DOCUMENT.

ARTICLE TWO

OFFICES

- 2.01 THE PRINCIPAL OFFICE OF THE ALLIANCE SHALL BE LOCATED IN THE CITY OF WINDCREST, COUNTY OF BEXAR, STATE OF TEXAS, WHERE THE OFFICIAL FILES WILL BE STORED WITHIN THE ALLIANCE'S FILES.
- 2.02 THE ALLIANCE SHALL SET UP AND UPKEEP A REGISTERED OFFICE IN TEXAS, ALONG WITH A REGISTERED AGENT WHO OPERATES FROM THE SAME LOCATION, AS REQUIRED BY THE TEXAS NON-PROFIT CORPORATION ACT. WHILE THE REGISTERED OFFICE MAY COINCIDE WITH THE CORPORATION'S MAIN OFFICE, IT'S NOT OBLIGATORY, AND THE REGISTERED OFFICE ADDRESS MAY BE CHANGED AS DECIDED BY THE BOARD OF DIRECTORS.

ARTICLE THREE

MEMBERSHIP

- 3.01 THE ALLIANCE CONSISTS OF CITIZENS RESIDING IN THE CITY OF WINDCREST, TEXAS, AND INDIVIDUALS WITHIN OR NEAR THE ALLIANCE'S SERVICE AREA, AGED EIGHTEEN (18) OR OLDER, WHO ARE SELECTED FOR MEMBERSHIP BY A MAJORITY VOTE OF A QUORUM OF THE ALLIANCE. THE OBJECTIVE OF THE ALLIANCE IS TO RAISE FUNDS FOR TRAINING AND EQUIPMENT, SPECIFICALLY FOR FIRE AND EMS PURPOSES, TO SUPPORT THE WINDCREST FIRE DEPARTMENT.

THERE ARE TWO TYPES OF MEMBERSHIP AS OUTLINED BELOW.

1. ACTIVE
 2. AUXILIARY
- 3.02 ALL INDIVIDUALS DESIRING TO JOIN THE WINDCREST VOLUNTEER FIREFIGHTERS ALLIANCE AS ACTIVE MEMBERS MUST HOLD MEMBERSHIP IN THE WINDCREST FIRE DEPARTMENT AND BE IN GOOD STANDING.
- 3.03 ONCE MEMBERSHIP IS CONFIRMED, PROSPECTIVE MEMBERS OF THE ALLIANCE MUST SUBMIT A VERBAL OR WRITTEN PETITION OF MEMBERSHIP TO THE PRESIDENT OF THE ALLIANCE.
- 3.04 UPON THE PRESIDENT'S APPROVAL, PROSPECTIVE MEMBERS MUST ATTEND AN ALLIANCE MEETING AND VERBALLY PETITION THE BOARD AND ATTENDING MEMBERS FOR MEMBERSHIP. APPROVAL SHALL REQUIRE A MAJORITY VOTE OF A QUORUM OF THE ALLIANCE.
- 3.05 THERE SHALL BE A MAXIMUM OF FIFTY (50) ACTIVE POSITIONS OPEN IN THE ALLIANCE. THESE MEMBERS ARE OBLIGED TO UNDERTAKE ANY TASKS AND RESPONSIBILITIES DELEGATED BY THE PRESIDENT OF THE WINDCREST VOLUNTEER FIREFIGHTERS ALLIANCE IN ADDITION TO THE ALLIANCE PRESIDENT OR THEIR DESIGNATED REPRESENTATIVES. NEW MEMBERS OF THE ALLIANCE REMAIN IN A PROVISIONAL STATUS FOR THE FIRST NINETY (90) DAYS. AFTER THE FIRST 90 DAYS A PROVISIONAL MEMBER WILL BE ACCEPTED OR REJECTED FOR ACTIVE, NON-PROVISIONAL MEMBERSHIP BY MAJORITY VOTE OF THE ALLIANCE WITH A QUORUM PRESENT, OR ANOTHER NINETY (90) DAYS OF PROVISIONAL STATUS, IN WRITING, ON THE ADVICE OF THE PRESIDENT AND VICE PRESIDENT OF THE WINDCREST VOLUNTEER FIREFIGHTERS ALLIANCE.

- 3.06 NO ALLIANCE RELATED SHIRTS/UNIFORMS SHALL BE PROVIDED UNTIL AN INDIVIDUAL HAS BEEN OFFICIALLY ACCEPTED INTO THE ALLIANCE AND HAS FULFILLED THE MANDATORY REQUIREMENTS.
- 3.07 AUXILIARY MEMBERS INCLUDE BUT ARE NOT LIMITED TO FAMILIES OF VOLUNTEER FIREFIGHTERS AND MEMBERS OF THE COMMUNITY. AUXILIARY MEMBERS NEED NOT HOLD MEMBERSHIP IN THE WINDCREST FIRE DEPARTMENT.
- 3.08 AUXILIARY MEMBERS ASSIST THE ALLIANCE AS MUTUALLY AGREED BUT CANNOT VOTE OR HOLD OFFICE IN THE ALLIANCE. ALL AUXILIARY MEMBERS MUST PETITION THE ALLIANCE IN THE SAME MANNER AS ACTIVE MEMBERS AND WILL BE VOTED ON BY THE ACTIVE MEMBERSHIP.
- 3.09 FOR AN INVOLUNTARY CHANGE IN MEMBERSHIP STATUS FROM ACTIVE TO AUXILIARY, A MAJORITY VOTE OF THE ALLIANCE IS NECESSARY, WITH A QUORUM PRESENT. HOWEVER, IF A MEMBER VOLUNTARILY WISHES TO TRANSITION FROM ACTIVE TO AUXILIARY STATUS, THEY MAY DO SO BY SUBMITTING A WRITTEN REQUEST TO THE ALLIANCE PRESIDENT, WITHOUT THE NEED FOR A VOTE.
- 3.10 THE FIRE CHIEF AND THE ALLIANCE PRESIDENT (OR THEIR DESIGNATED REPRESENTATIVES) HAVE THE AUTHORITY TO INITIATE THE REMOVAL OF A MEMBER FROM ALLIANCE MEMBERSHIP DUE TO INADEQUATE PARTICIPATION OR OTHER VALID REASONS. UPON RECEIPT OF SUCH A PROPOSAL, THE BOARD OF DIRECTORS WILL SCHEDULE A HEARING. THE MEMBER UNDER REVIEW WILL RECEIVE WRITTEN NOTICE OF THE HEARING DATE AND LOCATION. THE HEARING WILL INCLUDE THE AFFECTED MEMBER (IF THEY CHOOSE TO ATTEND), THE FIRE CHIEF, OTHER OFFICERS, AND ANY PERTINENT INDIVIDUALS. FOLLOWING THIS, THE BOARD'S RECOMMENDATION WILL BE PRESENTED DURING A MEETING OF ALLIANCE MEMBERS, PROVIDED A QUORUM OF ACTIVE MEMBERS IS PRESENT. AT THIS ASSEMBLY, THE MEMBERS WILL VOTE TO DECIDE WHETHER TO MAINTAIN OR DISMISS THE AFFECTED MEMBER.
- 3.11 ANY MEMBER OF THE ALLIANCE HAS THE RIGHT TO SUGGEST THE REMOVAL OF ANOTHER MEMBER FROM THE ALLIANCE. THIS RECOMMENDATION MUST BE SUBMITTED IN WRITING TO THE ALLIANCE PRESIDENT, ACCOMPANIED BY A CLEAR EXPLANATION FOR THE SUGGESTED REMOVAL. UPON RECEIPT OF THE RECOMMENDATION, THE ALLIANCE PRESIDENT WILL ASSESS WHETHER TO INITIATE THE REMOVAL PROCESS. IF THE DECISION TO PROCEED IS MADE BY THE ALLIANCE PRESIDENT, THE PROCEDURE WILL FOLLOW THE SAME STEPS AS DESCRIBED IN PARAGRAPH 3.10.
- 3.12 IF AN INDIVIDUAL DEPARTS THE FIRE DEPARTMENT WITHOUT SUBMITTING A FORMAL REQUEST FOR REMOVAL FROM THE ALLIANCE, THE BOARD WILL BE EMPOWERED TO ASSUME THE RESPONSIBILITY OF REMOVING SAID INDIVIDUAL. A PERIOD OF

30 DAYS WILL BE ALLOWED FROM THE TIME OF DEPARTURE BEFORE THE BOARD CAN INITIATE ANY ACTION. ALL INDIVIDUALS SEEKING RE-ENTRY INTO THE ALLIANCE MUST COMPLETE THE MEMBERSHIP PROCEDURE ANEW.

- 3.13 IN ADDITION TO THE MEMBERSHIP LISTED ABOVE, THE CITY SHALL DESIGNATE A CITY EMPLOYEE TO SERVE AS AN OFFICIAL LIAISON BETWEEN THE CITY AND THE ALLIANCE. SUCH LIAISON SHALL HAVE THE RIGHT TO NOTICE OF MEETINGS OF THE ALLIANCE AND OF THE BOARD OF DIRECTORS, THE RIGHT TO ATTEND SAID MEETINGS, AND THE RIGHT TO INSPECT BOOKS AND RECORDS OF THE ALLIANCE. THE LIAISON SHALL NOT HAVE THE RIGHT TO HOLD OFFICE IN THE ALLIANCE OR TO VOTE ON ALLIANCE MATTERS.

ARTICLE FOUR

VOTING

- 4.01 VOTING WILL OCCUR ON A BASIS OF ONE VOTE PER ACTIVE MEMBER.
- 4.02 AT ANY MEETING, THE PRESENCE OF ACTIVE MEMBERS REPRESENTING AT LEAST 8 ACTIVE MEMBERS SHALL CONSTITUTE A QUORUM FOR DECISION-MAKING, UNLESS OTHERWISE SPECIFIED IN THE GOVERNING DOCUMENTS. SHOULD A QUORUM NOT BE MET, A MAJORITY OF ACTIVE MEMBERS PRESENT MAY OPT TO ALLOW PROXY VOTING VIA TEXT, ELECTRONIC, OR TELEPHONE COMMUNICATIONS TO ATTAIN QUORUM, OR THEY MAY DECIDE TO ADJOURN THE MEETING FOR A PERIOD RANGING FROM FIVE (5) TO 30 DAYS.
- 4.03 THE MAJORITY OF ELIGIBLE VOTES CAST BY ACTIVE MEMBERS PRESENT IN A MEETING WITH A QUORUM SHALL DETERMINE THE OUTCOME, UNLESS STATUTE OR GOVERNING INSTRUMENTS MANDATE A LARGER VOTING THRESHOLD.

ARTICLE FIVE

MEETINGS

- 5.01 REGULAR MEETINGS OF THE ALLIANCE SHALL BE HELD ON THE FIRST WEDNESDAY OF EACH MONTH AT 7:30 P.M. (1930 HOURS). SPECIAL MEETINGS MAY BE CONVENED UPON THE REQUEST OF THE PRESIDENT OF THE ALLIANCE OR AT THE REQUEST OF FOUR (4) ACTIVE MEMBERS.
- 5.02 DURING THE REGULAR MEETING IN JULY, THE PRESIDENT SHALL APPOINT A NOMINATING COMMITTEE OF AT LEAST THREE (3) ACTIVE MEMBERS WHO WILL NOMINATE OFFICERS PROPOSED FOR THE NEXT YEAR STARTING IN OCTOBER. NOMINATIONS MAY ALSO BE MADE FROM THE FLOOR AT THE ANNUAL ELECTION MEETING IN ARTICLE 5.03.
- 5.03 THE ANNUAL ELECTION OF ALLIANCE OFFICERS SHALL OCCUR AT THE REGULAR MEETING IN AUGUST. OFFICERS ELECTED IN ACCORDANCE WITH ARTICLE 6.02 SHALL SERVE A ONE-YEAR TERM STARTING ON THE 1ST OF OCTOBER. IF THE ELECTION IS DELAYED OR

NEW OFFICERS ARE NOT INSTALLED, THE INCUMBENT OFFICERS SHALL REMAIN IN OFFICE UNTIL THEIR SUCCESSORS TAKE OVER.

- 5.04 MEMBER MEETINGS SHALL OCCUR WITHIN WINDCREST, TEXAS, PARTICULARLY AT CITY HALL OR NEARBY LOCATIONS, AS DESIGNATED IN WRITING BY THE BOARD. IF HELD ELSEWHERE, NOTICE SHALL BE PROVIDED IN ACCORDANCE WITH THE BY-LAWS, EXCEPT FOR REGULAR MEETINGS PER ARTICLE 5.01. SPECIAL MEETINGS REQUIRE WRITTEN NOTICE SENT TO ACTIVE MEMBERS AND TO THE CITY LIAISON AT LEAST FOURTEEN (14) DAYS PRIOR, DETAILING THE LOCATION, DATE, TIME, AND AGENDA. THE ORDER OF BUSINESS AT ALL MEETINGS OF THE MEMBERS SHALL BE AS FOLLOWS:
- A. ROLL CALL (TAKEN BY APPOINTED ACTIVE MEMBER WITHOUT VOICE, BY SIGHT)
 - B. PROOF OF NOTICE OF THE MEETING OR WAIVER OF NOTICE OF A SPECIAL MEETING;
 - C. READING OF THE MINUTES OF THE PRECEDING MEETING
 - D. READING OF THE TREASURER'S REPORT
 - E. REPORT OF THE FIRE CHIEF
 - F. REPORTS OF THE OFFICERS
 - G. REPORTS OF COMMITTEES
 - H. OLD BUSINESS
 - I. NEW BUSINESS
- 5.05 ANY ACTION MANDATED BY THE BYLAWS TO OCCUR DURING A MEMBER MEETING, OR ANY ACTION THAT COULD NORMALLY OCCUR AT SUCH A MEETING, MAY BE EXECUTED WITHOUT ACTUALLY CONVENING A MEETING. THIS CAN BE ACHIEVED IF ALL MEMBERS PROVIDE WRITTEN CONSENT, OUTLINING THE ACTION, AND SUBMIT IT TO THE ALLIANCE'S SECRETARY.

ARTICLE SIX

OFFICERS

- 6.01 THE ALLIANCE'S OFFICERS SHALL INCLUDE THE PRESIDENT, VICE-PRESIDENT, SECRETARY, TREASURER, AND MASTER-AT-ARMS. ADDITIONALLY, THE BOARD OF DIRECTORS MAY, VIA RESOLUTION, ESTABLISH ADDITIONAL OFFICES AS DEEMED NECESSARY OR BENEFICIAL. ALL OFFICERS MUST ALSO BE MEMBERS OF THE BOARD OF DIRECTORS. ANY MEMBER IN GOOD STANDING WITH THE ALLIANCE IS ELIGIBLE TO RUN FOR ELECTION TO A BOARD POSITION, PROVIDED, HOWEVER, PERSONS EMPLOYED BY THE CITY OF WINDCREST MAY ONLY SERVE AS VICE-PRESIDENT, SECRETARY OR MASTER-AT-ARMS AND NO MORE THAN TWO (2) BOARD MEMBERS MAY BE CITY EMPLOYEES UNLESS THE PRESIDENT RESIGNS OR IS OTHERWISE REMOVED. THEN, THE VICE-PRESIDENT SHALL BECOME THE PRESIDENT, REGARDLESS AS TO WHETHER THAT POSITION IS A CITY OF WINDCREST EMPLOYEE OR NOT, UNTIL SUCH TIME A NEW PRESIDENT HAS BEEN ELECTED IN ACCORDANCE WITH THESE BYLAWS.
- 6.02 THE OFFICERS OF THIS ALLIANCE SHALL BE ELECTED ANNUALLY BY SECRET BALLOT BY MAJORITY VOTE OF THE ALLIANCE WITH A

QUORUM PRESENT AND EACH SHALL HOLD OFFICE FOR ONE (1) YEAR UNLESS SUCH OFFICER SHALL RESIGN, BE REMOVED, OR OTHERWISE DISQUALIFIED TO SERVE, ALL IN ACCORDANCE WITH ARTICLE 5.03.

- 6.03 ANY OFFICER HAS THE RIGHT TO RESIGN BY PROVIDING WRITTEN NOTICE TO THE BOARD, THE PRESIDENT, OR THE SECRETARY AT ANY TIME. THIS RESIGNATION WILL BECOME EFFECTIVE UPON RECEIPT OF THE NOTICE, OR AT A LATER DATE APPROVED BY THE BOARD IF DEEMED BENEFICIAL FOR THE ALLIANCE'S INTERESTS.
- 6.04 NO TWO OR MORE OFFICES MAY BE HELD BY THE SAME PERSON.
- 6.05 ALLIANCE OFFICERS EMPLOYED BY THE CITY OF WINDCREST, WHETHER THROUGH CONTRACT OR DIRECT EMPLOYMENT, WILL USE BEST EFFORTS TO NOT PUBLICLY COMMUNICATE WITH CITY COUNCIL MEMBERS, EITHER FORMALLY OR INFORMALLY WHILE IN UNIFORM OR ACTING IN THEIR OFFICIAL CAPACITY FOR THE CITY OF WINDCREST.
- 6.06 ANY ACTIVE MEMBER OF THE ALLIANCE, EXCEPT THOSE EMPLOYED BY THE CITY OF WINDCREST, MAY BE SELECTED BY THE BOARD OF DIRECTORS TO FILL ANY VACANCY IN ANY OFFICE FOR THE REMAINDER OF THE UNEXPIRED TERM OF THEIR PREDECESSOR, EXCEPT IN THE CASE OF A VACANCY IN THE OFFICE OF THE PRESIDENT, WHICH SHALL BE FILLED BY THE VICE-PRESIDENT. ANY SUCH VACANCY SHALL BE FILLED WITHIN 30 DAYS OF THE VACANCY OCCURRING.
- 6.07 **THE PRESIDENT SHALL:**
 - (A) PRESIDE OVER ALL MEETINGS OF THE MEMBERS OF THE BOARD.
 - (B) SIGN AS PRESIDENT ALL DEEDS, CONTRACTS AND OTHER INSTRUMENTS IN WRITING WHICH HAVE BEEN FIRST APPROVED BY THE ALLIANCE, UNLESS THE BOARD, BY DULY ADOPTED RESOLUTION, HAS AUTHORIZED THE SIGNATURE OF A LESSER OFFICER.
 - (C) CALL MEETINGS OF THE BOARD AS DEEMED NECESSARY, IN ACCORDANCE WITH RULES AND NOTICE AGREED UPON BY THE BOARD. THE NOTICE PERIOD SHALL, EXCEPT IN EMERGENCIES, NEVER BE LESS THAN THREE (3) DAYS.
 - (D) SHALL, WITH THE ADVICE OF THE BOARD, OVERSEE, DIRECT, AND SUPERVISE THE AFFAIRS OF THE ALLIANCE AND FULFILL ANY OTHER RESPONSIBILITIES AS DEEMED NECESSARY BY THE BOARD.
 - (E) EXECUTE DECISIONS TAKEN BY THE ALLIANCE OR THE BOARD OF DIRECTORS AND ASSIGN DUTIES TO APPOINTED COMMITTEES AS APPROPRIATE.
 - (F) SIT AS CHAIRMAN OF THE BOARD OF DIRECTORS AND PRESIDE OVER ITS MEETINGS.
 - (G) MAY APPOINT AN UNPAID ADMINISTRATIVE ASSISTANT WHO REPORTS TO THE PRESIDENT. THIS ASSISTANT SHALL PROVIDE SUPPORT TO THE ALLIANCE'S OFFICERS BUT WILL NOT HAVE VOTING RIGHTS AS A MEMBER OF THE BOARD OF DIRECTORS. THE ADMINISTRATIVE ASSISTANT MUST BE AN ALLIANCE MEMBER AND

WILL HAVE VOTING RIGHTS EQUAL TO ANY ACTIVE MEMBER.

6.08 THE VICE-PRESIDENT SHALL:

- (A) ACT IN THE PLACE AND IN THE STEAD OF THE PRESIDENT IN THE EVENT OF HIS/HER ABSENCE, INABILITY, OR REFUSAL TO ACT.
- (B) EXERCISE AND DISCHARGE SUCH OTHER DUTIES AS MAY BE REQUIRED OF THE VICE PRESIDENT BY THE BOARD. IN CONNECTION WITH ANY SUCH DUTIES, THE VICE PRESIDENT SHALL BE RESPONSIBLE TO THE PRESIDENT.

6.09 THE SECRETARY SHALL:

- (A) KEEP A RECORD OF ALL MEETINGS AND PROCEEDINGS OF THE BOARD AND OF THE MEMBERS.
- (B) KEEP THE SEAL OF THE ALLIANCE, IF ANY, AND AFFIX IT TO ALL PAPERS REQUIRING SAID SEAL.
- (C) SERVE SUCH NOTICES OF MEETINGS OF THE BOARD AND THE MEMBERS REQUIRED EITHER BY LAW OR THESE BYLAWS.
- (D) KEEP APPROPRIATE CURRENT RECORDS SHOWING THE MEMBERS OF THE ALLIANCE TOGETHER WITH THEIR ADDRESSES.
- (E) SIGN AS SECRETARY TO ALL DEEDS, CONTRACTS, AND OTHER INSTRUMENTS, IF SAID INSTRUMENTS REQUIRE A SECOND ALLIANCE SIGNATURE UNLESS THE BOARD HAS AUTHORIZED ANOTHER OFFICER TO SIGN IN THE PLACE AND INSTEAD OF THE SECRETARY BY DULY ADOPTED RESOLUTION.
- (F) PROCESS ALL CHANGES AND AMENDMENTS TO THE BYLAWS, AND ACTIONS TAKE BY THE ALLIANCE.
- (G) MAINTAIN AN OFFICIAL COPY OF ALL RECORDS.
- (H) POST ALL MINUTES IN A CONSPICUOUS PLACE, (FOR EXAMPLE PUBLIC BULLETIN BOARD). THE MINUTES WILL BE POSTED NO LATER THAN ONE WEEK PRIOR TO THE NEXT MEETING OF THE ALLIANCE.

6.10 THE TREASURER SHALL:

- (A) RECEIVE AND DEPOSIT THE ALLIANCE'S FUNDS IN BANKS DESIGNATED BY THE BOARD UNDER THE DIRECTION OF THE PRESIDENT AND VICE PRESIDENT
- (B) BE RESPONSIBLE FOR AND SUPERVISE THE MAINTENANCE OF BOOKS AND RECORDS TO ACCOUNT FOR SUCH FUNDS AND OTHER ALLIANCE ASSETS.
- (C) MAINTAIN ACCOUNTS OF MONIES RECEIVED AND EXPENDED AND REPORT THE STATUS OF THE ALLIANCE TREASURER AT EACH MONTHLY MEETING. SUCH RECORDS ARE TO BE AVAILABLE FOR INSPECTION BY ACTIVE MEMBERS.
- (D) DISBURSE FUNDS AS PROVIDED IN THESE BYLAWS. CHECKS MUST BE COUNTERSIGNED BY ANOTHER BOARD MEMBER OF THE ALLIANCE.
- (E) FILE OR CAUSE TO BE FILED ALL NECESSARY FILINGS WITH THE INTERNAL REVENUE SERVICE AND OTHER TAXING

ENTITIES.

- (F) MAKE AVAILABLE ALL FINANCIAL RECORDS TO BE EXAMINED, ON A SCOPE BASIS, ANNUALLY BY A COMMITTEE OF THREE (3) APPOINTED BY THE PRESIDENT.
- (G) DRAFT A YEAR-END REPORT TO BE SUBMITTED TO THE ALLIANCE AND CITY.
- (H) MAKE AVAILABLE A SURETY BOND, IF FISCALLY FEASIBLE. THE COST OF THE BOND WILL BE PAID FOR BY THE ALLIANCE. THE AMOUNT OF THE BOND WILL BE DETERMINED BY THE EXECUTIVE BOARD.
- (I) SERVE AS A MEMBER OF THE FIRE FIGHTER'S PENSION AND LOCAL BOARD OF TRUSTEES.

6.11 THE MASTER-AT-ARMS SHALL:

- (A) MAINTAIN ORDER AT MEETINGS OF THE ALLIANCE AS LAYED OUT IN APPENDIX A, ROBER'S RULES OF ORDER.
- (B) EXERCISE AND DISCHARGE SUCH OTHER DUTIES AS MAY BE REQUIRED OF HIM/HER BY THE BOARD. IN CONNECTION WITH ANY SUCH ADDITIONAL DUTIES THE MASTER-AT-ARMS SHALL BE RESPONSIBLE TO THE PRESIDENT.

ARTICLE SEVEN

BOARD OF DIRECTORS

- 7.01 THE BOARD OF DIRECTORS SHALL COMPOSE OF THE OFFICERS DESIGNATED IN ARTICLE SIX, SERVING ON THE BOARD BY VIRTUE OF THEIR ELECTION AS OFFICERS.

QUORUM

- 7.02 2 MEMBERS OF THE BOARD OF DIRECTORS SHALL CONSTITUTE A QUORUM.

AUTHORITY

- 7.03 THE BOARD SHALL HAVE AUTHORITY:

- (A) TO MAKE RULES GOVERNING THE CONDUCT OF MEETINGS OF THE ALLIANCE, NOT INCONSISTENT WITH THESE BYLAWS.
- (B) SUBJECT TO THE PROCEDURES PROVIDED IN ARTICLES 6 AND 8, AUTHORIZE THE PRESIDENT, OR OTHER APPROPRIATE OFFICER TO ENTER INTO AND EXECUTE ANY CONTRACT PERTAINING TO THE BUSINESS AND PROPERTY OF THE ALLIANCE.
- (C) TO REMOVE ANY OFFICER IN ACCORDANCE WITH ARTICLE 6.03.
- (D) TO APPOINT OFFICERS TO FILL VACANCIES FOR THE UNEXPIRED TERMS.

REMOVAL

- 7.04 DIRECTORS MAY BE REMOVED FROM OFFICE FOR JUST CAUSE BY A MAJORITY VOTE OF THE ACTIVE MEMBERSHIP OF THE ALLIANCE.

POWER AND DUTIES

- 7.05 THE BOARD SHALL POSSESS AUTHORITY AND RESPONSIBILITIES AND SHALL BE BOUND BY THE CONSTRAINTS DEFINED IN THE BYLAWS OF THE ALLIANCE.

NOMINATIONS

- 7.06 SEE SECTION 5.02

ELECTION

- 7.07 SEE SECTION 6.02

REGULAR MEETINGS

- 7.08 BOARD OF DIRECTORS MEETINGS SHALL TAKE PLACE AT LOCATIONS AND TIMES DESIGNATED BY BOARD RESOLUTIONS. NOTICE OF SUCH MEETINGS SHALL BE MAILED OR HAND-DELIVERED TO EACH DIRECTOR AND TO THE CITY LIAISON. THE BOARD SHALL CONVENE UPON RECEIPT OF WRITTEN NOTICE SIGNED BY THE PRESIDENT OR ANY TWO DIRECTORS EXCLUDING THE PRESIDENT, SPECIFYING THE TIME, PLACE, AND AGENDA. NOTICE MUST BE GIVEN TO EACH DIRECTOR AND THE CITY LIAISON AT LEAST THREE (3) DAYS, BUT NOT MORE THAN FIFTEEN (15) DAYS, PRIOR TO THE MEETING DATE, VIA PERSONAL DELIVERY, MAIL, OR ELECTRONIC MEANS TO THE ADDRESS LISTED IN THE ALLIANCE'S RECORDS.

VOTING REQUIREMENTS

- 7.10 THE ACT OF THE MAJORITY OF DIRECTORS PRESENT AT A MEETING TO WHICH A QUORUM IS PRESENT SHALL BE THE ACT OF THE BOARD OF DIRECTORS UNLESS ANY PROVISION OF THE BYLAWS REQUIRES A VOTE OF A GREATER NUMBER.

OPEN MEETING

- 7.11 REGULAR AND SPECIAL MEETINGS OF THE BOARD OF DIRECTORS SHALL BE OPEN TO ALL MEMBERS OF THE ALLIANCE; PROVIDED, HOWEVER, THAT ALLIANCE MEMBERS WHO ARE NOT ON THE BOARD MAY NOT PARTICIPATE IN ANY DELIBERATION OR DISCUSSION UNLESS EXPRESSLY SO AUTHORIZED BY A VOTE OF A MAJORITY OF A QUORUM OF THE BOARD.

EXECUTIVE SESSION

- 7.12 THE BOARD MAY WITH THE APPROVAL OF A MAJORITY OF ACTIVE MEMBERS PRESENT, ADJOURN A MEETING AND CONVENE IN EXECUTIVE SESSION TO DISCUSS AND VOTE ON PERSONNEL MATTERS, LITIGATION IN WHICH THE ALLIANCE IS OR MAY BECOME INVOLVED, AND OTHER

BUSINESS TO BE CONSIDERED IN EXECUTIVE SESSION WHICH SHALL BE FIRST ANNOUNCED IN OPEN SESSION.

ARTICLE EIGHT

BOOKS AND RECORDS

- 8.01 ALL COMPREHENSIVE AND ACCURATE ACCOUNT RECORDS AND MEETING MINUTES FOR DIRECTORS, MEMBERS, AND COMMITTEES WILL BE ARCHIVED WITHIN THE FILES OF THE ALLIANCE. A DOCUMENT CONTAINING THE NAMES AND ADDRESSES OF ALL VOTING-ENTITLED MEMBERS SHALL BE MAINTAINED AT THE REGISTERED OFFICE OR PRINCIPAL PLACE OF BUSINESS OF THE ALLIANCE.

INSPECTIONS

- 8.02 THE GOVERNING DOCUMENTS OF THE ALLIANCE, THE MEMBERSHIP REGISTER, ACCOUNT BOOKS, AND MEETING MINUTES SHALL BE ACCESSIBLE FOR REVIEW AND COPYING BY ANY ALLIANCE MEMBER, DIRECTOR, OR CITY LIAISON FOR ANY APPROPRIATE PURPOSE, DURING REASONABLE HOURS.

ARTICLE NINE FINANCIAL TRANSACTIONS

PROPERTY AND

- 9.01 THE PROPERTY AND OTHER ASSETS OF THE ALLIANCE WILL BE DISPOSED OF ONLY IN ACCORDANCE WITH THESE BY-LAWS OR ARTICLES OF INCORPORATION.
- 9.02 DURING THE JULY MEETING, THE PRESIDENT SHALL NOMINATE A COMMITTEE CONSISTING OF FOUR (4) ACTIVE MEMBERS IN ADDITION TO THE CHAIRPERSON (TOTAL OF 5) TO DEVELOP A BUDGET AND FINANCIAL STRATEGY FOR THE ALLIANCE FOR THE UPCOMING FISCAL YEAR, BEGINNING ON OCTOBER 1ST. THE COMMITTEE'S WRITTEN REPORT AND RECOMMENDATIONS SHALL BE DISTRIBUTED TO ALL ACTIVE MEMBERS AT THE AUGUST MEETING. ALLIANCE ACTION ON THE PROPOSED BUDGET AND FINANCIAL STRATEGY, USUALLY DURING THE SEPTEMBER MEETING, REQUIRES A TWO-THIRDS AFFIRMATIVE VOTE OF ACTIVE MEMBERS. THE APPROVED BUDGET AND FINANCIAL STRATEGY ENABLE THE BOARD OF DIRECTORS TO ALLOCATE FUNDS AND UNDERTAKE OTHER ACTIONS ACCORDING TO THE STATED PURPOSES AND AMOUNTS. ALL ALLIANCE FUNDS MUST BE BUDGETED ANNUALLY.

NON-BUDGETARY EXPENDITURES

- 9.03 EXPENDITURES NOT INCLUDED IN THE ANNUAL BUDGET AND FINANCIAL PLAN MAY BE MADE ON THE AUTHORITY OF:
- (A) EACH YEAR OF THE BUDGET THERE WILL BE A LINE ITEM OF \$500.00 FOR ANY UNBUDGETED EMERGENCY EXPENSES.
 - (B) THE PRESIDENT FOR THE AMOUNTS OF VALUE NOT EXCEEDING TWO HUNDRED (\$200) DOLLARS.
 - (C) A MAJORITY VOTE OF DIRECTORS OF THE ALLIANCE FOR AMOUNTS NOT EXCEEDING ONE THOUSAND (\$1000)

- DOLLARS.
- (D) AFFIRMATIVE VOTE OF 2/3 OF ALL ACTIVE MEMBERS IS REQUIRED FOR AMOUNTS EXCEEDING ONE THOUSAND (\$1000) DOLLARS FOR THE PURPOSES OF AMENDING THE BUDGET.

TRANSFER OF ASSETS

- 9.04 ACTION TO PURCHASE FIREFIGHTING AND RELATED EQUIPMENT GEAR AND TOOLS, BY THE ALLIANCE, TO THE CITY OF WINDCREST, TEXAS, REQUIRES AN AFFIRMATIVE VOTE OF TWO-THIRDS OF ALL ACTIVE MEMBERS. ANY AND ALL PURCHASES OF FIREFIGHTING AND RELATED EQUIPMENT, GEAR, AND TOOLS BY THE ALLIANCE MUST BE APPROVED BY THE OFFICE OF THE FIRE CHIEF.
- 9.05 A WRITTEN RECEIPT FOR ANY TRANSFERRED PROPERTY WILL BE OBTAINED FROM THE CITY OF WINDCREST.

ARTICLE TEN

CHANGES TO THE RULES

- 10.01 NO PART OF THE BYLAWS WILL BE CONSIDERED FOR CHANGE UNLESS A WRITTEN RESOLUTION OF THE PROPOSED CHANGE IS SUBMITTED TO THE ALLIANCE AT THE REGULAR MONTHLY MEETING.
- 10.02 THESE BYLAWS CAN BE AMENDED, ALTERED, OR REPEALED AT A REGULAR OR SPECIAL MEETING OF THE ALLIANCE'S MEMBERS, THROUGH THE AFFIRMATIVE VOTE IN PERSON OR BY PROXY OF MEMBERS REPRESENTING TWO-THIRDS (2/3) OF ALL ACTIVE MEMBERS. HOWEVER, THE PERCENTAGE OF VOTING POWER REQUIRED TO AMEND A SPECIFIC CLAUSE OR PROVISION SHALL NOT BE LESS THAN THE PRESCRIBED PERCENTAGE OF AFFIRMATIVE VOTES NECESSARY FOR ACTION UNDER THAT CLAUSE.
- 10.03 AFTER VOTING TO CHANGE, AMEND, ALTER, OR REPEAL THESE BYLAWS, THE SECRETARY WILL THEN TYPE THE MODIFICATIONS AND SUBMIT THEM TO THE NEXT CITY OF WINDCREST CITY COUNCIL MEETING. ONCE THE CITY OF WINDCREST CITY COUNCIL APPROVES THE AMENDMENTS, THE SECRETARY WILL HAVE 20 DAYS TO PROVIDE APPROVED COPIES TO THE PRESIDENT, FIRE CHIEF, AND SECRETARY FOR THEIR OFFICIAL RECORDS, AND POST ONE COPY ON THE OFFICIAL NOTICE BOARD. WITHIN 60 DAYS OF THE CITY OF WINDCREST CITY COUNCIL'S APPROVAL, ALL MEMBERS WILL RECEIVE A COPY OF THE APPROVED CHANGES.

ARTICLE ELEVEN

MEMBERSHIP COMMITTEE

- 11.01 A MEMBERSHIP COMMITTEE MAY BE APPOINTED BY THE PRESIDENT OF THE ALLIANCE AND WILL BE ANSWERABLE TO THE PRESIDENT OF THE ALLIANCE ONLY.

- 11.02 THE MEMBERSHIP COMMITTEE WILL CONSIST OF AT LEAST 3 ACTIVE MEMBERS OF THE ALLIANCE (NONE OF WHOM WILL BE MEMBERS OF THE CITY COUNCIL, THE PRESIDENT OR VICE PRESIDENT OF THE ALLIANCE).
- 11.03 THE TERM OF THE MEMBERSHIP COMMITTEE MEMBERS WILL BE 1 YEAR. HOWEVER, MEMBERS CAN SERVE MORE THAN ONE TERM.
- 11.04 WHEN THE COMMITTEE MEMBERS VOTE FOR ACCEPTANCE OR REJECTION OF A PETITION FOR MEMBERSHIP THE VOTE MAY BE BY SECRET BALLOT AND A MAJORITY WILL RULE.

ARTICLE TWELVE

INDEMNIFICATION

- 12.01 ANY DIRECTOR OR OFFICER ENGAGED IN LITIGATION DUE TO THEIR POSITION WITH THIS ORGANIZATION SHALL BE INDEMNIFIED AND PROTECTED BY THE ORGANIZATION TO THE FULLEST EXTENT PERMITTED BY LAW, AS CURRENTLY ENACTED OR SUBSEQUENTLY AMENDED (BUT ONLY TO THE EXTENT SUCH AMENDMENT ALLOWS THE ORGANIZATION TO OFFER GREATER INDEMNIFICATION RIGHTS).

ARTICLE THIRTEEN

DISSOLUTION

- 13.01 THE ORGANIZATION MAY ONLY BE DISSOLVED WITH THE AUTHORIZATION OF ITS BOARD OF DIRECTORS, GRANTED AT A SPECIAL MEETING CONVENED FOR THAT PURPOSE, AND SUBSEQUENTLY APPROVED BY A VOTE OF NO LESS THAN TWO-THIRDS (2/3) OF THE ACTIVE MEMBERS. IN THE EVENT OF DISSOLUTION, THE ASSETS SHALL BE DISTRIBUTED AS FOLLOWS:

ALL DEBTS AND OBLIGATIONS SHALL BE SETTLED, SATISFIED, AND MET, OR SUITABLE ARRANGEMENTS SHALL BE ARRANGED FOR THEM. ASSETS NOT SUBJECT TO A CONDITION REQUIRING RETURN, TRANSFER, OR CONVEYANCE TO ANOTHER ENTITY OR INDIVIDUAL SHALL BE USED TO ACQUIRE EQUIPMENT AND ITEMS NEEDED FOR THE WINDCREST FIRE DEPARTMENT, AS DESIGNATED BY THE FIRE CHIEF. ANY REMAINING FUNDS SHALL BE DISTRIBUTED, TRANSFERRED, OR CONVEYED, EITHER IN TRUST OR OTHERWISE, TO CHARITABLE AND EDUCATIONAL ORGANIZATIONS OPERATING UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, THAT ARE SIMILAR TO THIS ENTITY, WITH PREFERENCE GIVEN TO CIVIC ORGANIZATIONS IN THE CITY OF WINDCREST, TEXAS, AS DETERMINED BY THE BOARD OF DIRECTORS.

APPENDIX A ROBERT'S RULES OF ORDER

PARLIAMENTARY PROCEDURE IS A SET OF RULES FOR CONDUCTING ORDERLY MEETINGS THAT ACCOMPLISH GOALS FAIRLY. BENEFITS OF PARLIAMENTARY PROCEDURE INCLUDE THE FOLLOWING:

- JUSTICE AND COURTESY FOR ALL
- MAINTENANCE OF ORDER
- CONSIDERATION OF ONE ITEM AT A TIME
- ALL SIDES GET HEARD
- ABILITY FOR EACH MEMBER TO PROVIDE INPUT
- MAJORITY RULE
- PROTECTION OF THE RIGHTS OF ALL MEMBERS INCLUDING THE MINORITY

BASIC PRINCIPLES

- A QUORUM MUST BE PRESENT FOR BUSINESS TO BE CONDUCTED
- ALL MEMBERS HAVE EQUAL RIGHTS, PRIVILEGES AND OBLIGATIONS
- NO PERSON SHOULD SPEAK UNTIL RECOGNIZED BY THE CHAIR
- PERSONAL REMARKS OR SIDE DISCUSSIONS DURING DEBATE ARE OUT OF ORDER
- ONLY ONE QUESTION AT A TIME MAY BE CONSIDERED, AND ONLY ONE PERSON MAY HAVE THE FLOOR AT ANY ONE TIME
- MEMBERS HAVE A RIGHT TO KNOW WHAT THE PENDING QUESTION IS AND TO HAVE IT RESTATED BEFORE A VOTE IS TAKEN
- FULL AND FREE DISCUSSION OF EVERY MAIN MOTION IS A BASIC RIGHT
- A MAJORITY DECIDES A QUESTION EXCEPT WHEN BASIC RIGHTS OF MEMBERS ARE INVOLVED OR A RULE PROVIDES OTHERWISE.
- SILENCE GIVES CONSENT. THOSE WHO DO NOT VOTE ALLOW THE DECISION TO BE MADE BY THOSE WHO DO VOTE.
- THE CHAIR SHOULD ALWAYS REMAIN IMPARTIAL.

BASIC DEFINITIONS

- **MOTION** – A FORMAL PROPOSAL MADE TO BRING A SUBJECT BEFORE AN ASSEMBLY FOR ITS CONSIDERATION AND ACTION. BEGINS WITH “I MOVE THAT...”
- **SECOND** – A STATEMENT BY A MEMBER WHO AGREES THAT THE MOTION MADE BY ANOTHER MEMBER BE CONSIDERED. STATED AS “SECOND,” OR “I SECOND THE MOTION.”
- **AMENDMENT** – BEFORE THE VOTE IS TAKEN ON A MOTION, IT MAY BE AMENDED BY:

- STRIKING OUT WORDS
- INSERTING OR ADDING WORDS
- STRIKING OUT WORDS AND INSERTING OTHERS IN THEIR PLACE
- SUBSTITUTING ONE (1) PARAGRAPH OR RESOLUTION FOR ANOTHER
- **PRESIDING OFFICER/CHAIR** – THE INDIVIDUAL WHO FACILITATES THE MEETING, USUALLY THE PRESIDENT. IN THE ABSENCE OF THE PRESIDENT, THE VICE PRESIDENT IS NEXT. IF NEITHER ARE PRESENT, THE SECRETARY CALLS THE MEETING TO ORDER AND CONDUCTS AN ELECTION FOR A CHAIRMAN PRO TEM (A PRESIDING OFFICER FOR THAT MEETING ONLY).
- **ROLE OF THE PRESIDING OFFICER**
 - TO INTRODUCE BUSINESS IN PROPER ORDER PER THE AGENDA
 - TO RECOGNIZE SPEAKERS
 - TO DETERMINE IF A MOTION IS IN ORDER
 - TO KEEP DISCUSSION FOCUSED ON THE PENDING MOTION
 - TO MAINTAIN ORDER
 - TO PUT MOTIONS TO A VOTE AND ANNOUNCE RESULTS

GENERAL PROCEDURE FOR HANDLING A MAIN MOTION

- A MEMBER MUST OBTAIN THE FLOOR BY BEING RECOGNIZED BY THE CHAIR
- MEMBER MAKES A MAIN MOTION
- A MOTION MUST BE SECONDED BY ANOTHER MEMBER BEFORE IT CAN BE CONSIDERED
- IF THE MOTION IS IN ORDER, THE CHAIR WILL RESTATE THE MOTION AND OPEN DEBATE
- THE MAKER OF A MOTION HAS THE RIGHT TO SPEAK FIRST IN DEBATE
- THE MAIN MOTION IS DEBATED ALONG WITH ANY SECONDARY MOTIONS THAT ARE DEBATABLE.
- DEBATE ON SUBSIDIARY, PRIVILEGED AND INCIDENTAL MOTIONS (IF DEBATABLE OR AMENDABLE) TAKE PRECEDENCE OVER DEBATE ON THE MAIN MOTION AND MUST BE DECIDED BEFORE DEBATE ON THE MAIN MOTION CAN CONTINUE.
- DEBATE IS CLOSED WHEN: DISCUSSION HAS ENDED, OR A 2/3 VOTE CLOSES DEBATE.
- THE CHAIR RESTATES THE MOTION, AND IF NECESSARY CLARIFIES THE CONSEQUENCES OF AFFIRMATIVE AND NEGATIVE VOTES
- THE CHAIR CALLS FOR A VOTE BY ASKING “ALL IN FAVOR?” THOSE IN FAVOR SAY “AYE.” THEN ASKING “ALL OPPOSED?” THOSE OPPOSED WILL SAY “NO” • THE CHAIR ANNOUNCES THE RESULT

GENERAL RULES OF DEBATE FOR SMALL BOARDS

- ALL DISCUSSION MUST BE RELEVANT TO THE IMMEDIATELY PENDING QUESTION
- NO MEMBER SHOULD SPEAK MORE THAN TWICE TO EACH DEBATABLE MOTION. THE SECOND TIME TAKES PLACE AFTER EVERYONE WISHING TO DEBATE THE MOTION HAS HAD AN OPPORTUNITY TO SPEAK ONCE
- ALL REMARKS SHOULD BE ADDRESSED TO THE CHAIR – NO CROSS DEBATE IS PERMITTED
- DEBATE MUST ADDRESS ISSUES NOT PERSONALITIES

- WHEN POSSIBLE, THE CHAIR SHOULD LET THE FLOOR ALTERNATE BETWEEN THOSE SPEAKING IN SUPPORT AND THOSE SPEAKING IN OPPOSITION TO THE MOTION
- MEMBERS MAY NOT DISRUPT THE ASSEMBLY
- RULES OF DEBATE CAN BE CHANGED BY A 2/3 VOTE OR GENERAL CONSENT WITHOUT OBJECTION

A RESOLUTION OF THE CITY OF WINDCREST APPROVING AN AGREEMENT WITH THE WINDCREST VOLUNTEER FIREFIGHTERS ALLIANCE TO PROVIDE FUNDRAISING SERVICES FOR THE CITY OF WINDCREST FIRE DEPARTMENT

WHEREAS, the City Windcrest of is a home-rule municipality located within Bexar County, Texas; and

WHEREAS, the City provides fire prevention, fire protection, and emergency rescue services within the corporate city limits of the City of Windcrest through the City of Windcrest Fire Department (the “*Fire Department*”); and

WHEREAS, the Windcrest Volunteer Firefighters Alliance (the “*WFVA*”) is a Texas nonprofit association with a goal of supporting the Fire Department through fundraising efforts for the benefit of the Fire Department; and

WHEREAS, the City desires to enter an agreement with the WFVA whereby the WFVA will provide fundraising efforts for the benefit of the Fire Department; and

WHEREAS, the City of Windcrest City Council and the Windcrest Volunteer Firefighters Alliance acknowledge the goal of the agreement is for the support of the Windcrest Fire Department; and

WHEREAS, the City finds the Agreement and Acknowledgment of Rights and Responsibilities attached as Exhibit A be reasonable and appropriate;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WINDCREST, TEXAS that the City Manager is authorized to execute the Agreement and Acknowledgment of Rights and Responsibilities between the City of Windcrest and the Windcrest Volunteer Firefighters Alliance, attached as Exhibit A.

DULY PASSED AND APPROVED, on the _____ day of _____, 2024, 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 Dominguez, *City Secretary*

APPROVED:

Ryan Henry, *City Attorney*

AGREEMENT AND ACKNOWLEDGEMENT OF RIGHTS AND RESPONSIBILITIES

This Agreement and Acknowledgement of Rights and Responsibilities (the “*Agreement*”) is made and entered into by and between the City of Windcrest, a Texas home rule city situated in Bexar County, Texas (the “*City*”), and the Windcrest Volunteer Firefighters Alliance, a Texas nonprofit association, to be effective as of the last date of due execution by the parties (the “*Effective Date*”). established with the goal of supporting volunteer members of the Windcrest Fire Department.

RECITALS

WHEREAS, the City provides fire prevention, fire protection, and emergency rescue services within the corporate city limits of the City of Windcrest, Texas through the City of Windcrest Fire Department (the “*Fire Department*”); and

WHEREAS, the goal of the WFVA is to support the Fire Department through fundraising efforts for the benefit of the Fire Department; and

WHEREAS, the City desires to cooperate with the WVFA in fundraising for the benefit of the City’s Fire Department;

NOW THEREFORE, in consideration of the obligations of the parties under this Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **City Responsibilities.** The City shall be responsible for the following:
 - a. Cooperation with the WVFA. The City shall cooperate with the WVFA in efforts to fundraise for the Fire Department by providing fire trucks and other equipment at WVFA fundraising events benefiting the Fire Department so long as provision of such equipment does not, in the sole judgment of the Fire Chief of the City, compromise the safety of the residents of Windcrest.
 - b. Act in Good Faith. The City shall act in good faith to maintain a positive working relationship with the WVFA for the purpose of assisting the WVFA in achieving its charitable objectives relative to the Fire Department.
2. **WVFA Responsibilities.** The WVFA shall be responsible for the following:

- a. Fundraising. The WVFA shall fundraise for the benefit of the Fire Department. The WVFA may fundraise for the benefit and other community programs supported by the WVFA, but such fundraising efforts shall not be made under this Contract.
 - b. Act in Good Faith. The WVFA shall act in good faith to maintain a positive working relationship with the City during the performance of its charitable objectives.
 - c. Bookkeeping. The WVFA shall maintain all financial books and records in accordance with Generally Accepted Accounting Principles (GAAP).
 - d. Financial Audit. The WVFA shall deliver to the City Secretary a financial audit of the WVFA's assets, expenses, and revenues performed by an independent third-party accounting firm chosen by the WVFA, each year and within 120 days after the end of that fiscal year beginning in the City's fiscal year 2024 and 2025. The cost of the financial audit, not to exceed \$10,000 without the City's written approval, shall be reimbursed to the WVFA by the City within 10 days of delivery of the completed financial audit to the City Secretary.
 - e. Governmental Filings. The WVFA shall deliver any federal, state, local, or governmental filings to the City Secretary within 10 days from the date of filing.
 - f. Annual Budget. The WVFA shall deliver any annual budget approved by the WVFA to the City Secretary within 30 days of such approval.
 - g. Monthly Financial Statements. The WVFA shall deliver any monthly financial statements published or otherwise provided to WVFA members to the City Secretary within 30 days.
 - h. Year-End Report. The WVFA shall deliver a year-end report to the City Secretary.
 - i. Political Campaigns or Contributions. The WVFA shall not contribute to any political campaigns or political action committees.
 - j. Amendment or Modification of Bylaws. In the event the bylaws of the WVFA are amended or otherwise modified, the WVFA shall submit the bylaws to the Windcrest City Council for approval within 30 days of such amendment or modification.
3. **Term**. This Agreement shall commence on the Effective Date and the initial term shall expire on September 30, 2025, to coincide with the City's fiscal year. Thereafter,

this Agreement shall automatically renew from year to year, for a term of one (1) year, unless terminated by thirty (30) days written notice by either party.

4. **No Relationship Created Between the Parties.** Nothing in this Agreement is intended to expand any liability that the City or WVFA may have to any third party. Nothing contained in the Agreement shall be deemed or construed by the parties hereto or any other third party to create the relationship of principal and agent, partnership, joint venture, or of any other association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any acts of the parties hereto shall be deemed to create any other relationship between the parties other than the relationship of the City and the WVFA as those terms are understood herein.
5. **Waiver of Claim to Property by the WVFA.** To the extent that any dispute existed regarding the ownership of properties used by the City's Fire Department, the WVFA releases and relinquishes any right or title to any such property and acknowledges that the City owns and holds title to such property.
6. **Indemnification.** WVFA AGREES TO DEFEND, SAVE, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, INCLUDING REASONABLE ATTORNEY'S FEES, FOR INJURY TO OR DEATH TO ANY PERSON, OR FOR DAMAGES TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH 1) THE SERVICES OR PROPERTY PROVIDED UNDER THIS AGREEMENT AND 2) THE ACTS, OMISSIONS, OR NEGLIGENCE, OR OTHER CONDUCT OF THE WVFA.
7. **Amendment or Modification of Agreement.** No amendment, modification, or alteration shall be binding unless the same is approved in writing, dated subsequent to the date hereof and duly executed by the parties hereto.
8. **Sole Agreement.** This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or any written or oral agreements between the parties. This Agreement shall also supersede any existing Agreement, which is hereby terminated.
9. **Assignment.** The Agreement may not be assigned without the written consent of both parties.
10. **Mediation.** If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by a mediator in Bexar County, Texas, within thirty (30) days from the date of a written demand for mediation, before resorting to any other dispute resolution procedure.

Notwithstanding the foregoing or anything to the contrary contained elsewhere in this Agreement, a party may bring a proceeding against the other party for equitable relief during the pendency of the mediation procedure hereinabove set forth.

11. **Applicable Law.** This Agreement shall be interpreted and executed in accordance with the laws of the State of Texas and the ordinances of the City of Windcrest, Texas.
12. **Venue and Jurisdiction.** Venue and jurisdiction of any suit or right or cause of action arising under or in connection with this Agreement shall be exclusively in Bexar County, Texas, and any court of competent jurisdiction shall interpret this Agreement in accordance with the laws of the State of Texas. BY THIS AGREEMENT, THE CITY AND THE WVFA WAIVE ANY RIGHT TO A TRIAL BY JURY IN THE EVENT THAT SUIT IS BROUGHT TO INTERPRET OR ENFORCE THIS AGREEMENT.
13. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it. The provisions of this Agreement are severable.
14. **Acknowledgement of Review of Agreement.** Both the City and the WVFA have had an opportunity to review this Agreement, have worked jointly on crafting the Agreement, and therefore agree this Agreement shall not be construed strictly against either party.

In witness whereof, the parties have signed and executed this Agreement to be effective as of the Effective Date.

CITY OF WINDCREST, TEXAS:

Rafael Castillo, *City Manager*

Date: _____

Attest:

Rachel Dominguez, *City Secretary*

WINDCREST VOLUNTEER FIREFIGHTERS ALLIANCE:

(Name): _____
President

Date: _____

Attest:

(Name): _____
Secretary

**A RESOLUTION OF THE CITY OF WINDCREST, TEXAS,
CITY COUNCIL APPROVING A SERVICE CONTRACT
WITH TEAMWEST5, LLC FOR CLEANING SERVICES AT
CITY HALL.**

WHEREAS, on July 20, 2024, the City of Windcrest, Texas issued a request for proposals to provide cleaning services for the City of Windcrest City Hall; and

WHEREAS, the winning proposal was submitted by TeamWest5, LLC; and

WHEREAS, the Windcrest City Council desires to award the Service Contract – Cleaning Services – Administration Building to TeamWest5, LLC, such contract being in the form attached as Exhibit A (the “**Contract**”); and

WHEREAS, the City Council of the City of Windcrest finds and determines that the adoption of this Resolution promotes the health, safety, and welfare of the public;

WHEREAS, the City Council of the City of Windcrest finds and determines that the meeting at which this Resolution was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code;

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

1. **Findings.** The foregoing recitals are incorporated into this Resolution by reference as findings of fact as if expressly set forth herein.
2. **Authorization.** The City Manager is authorized to execute the Contract on behalf of the City of Windcrest, Texas.
3. **Effective Date.** This Resolution takes effect immediately upon its adoption.

Passed and adopted this ____ day of _____, 2024

CITY OF WINDCREST, TEXAS

Dan Reese, Mayor

ATTEST:

Rachel Dominguez, City Secretary

APPROVED:

Ryan S. Henry, City Attorney

**A RESOLUTION ADOPTING THE CITY OF WINDCREST
INTERNAL CONTROLS AND CASH HANDLING POLICY FOR THE FISCAL
YEAR 2024-2025**

WHEREAS, the City Council recognizes the need for a policy to be adopted to provide management with reasonable, but not absolute, assurance that resources are being utilized and accounted for accurately, appropriately, consistently, and completely; and

WHEREAS, the City Council desires to adopt an Internal Controls and Cash Handling Policy to ensure adequate internal controls by effectively safeguarding, depositing, and accounting for Cash on behalf of the City of Windcrest to maintain public trust.

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

1. The attached Internal Controls and Cash Handling Policy is adopted and shall provide the standard guidelines and will provide guidance to departments on improving cash handler (hereby referred to as “cashier/custodian”) skill and accountability, therefore limiting not only the City’s losses, but also the City’s involvement in investigations of fund loss.
2. All previous internal controls and cash handling policies are hereby repealed.

DULY PASSED AND APPROVED, on the ____ day of _____, 2024 at a regular meeting of the City Council of the City of Windcrest, Texas, which was held in compliance with the Open Meetings Act, Tex. Gov’t. Code, §551.001, et. Seq. at which meeting a quorum was present and voting.

CITY OF WINDCREST, TEXAS

Dan Reese, Mayor

ATTEST:

Rachel C. Dominguez, City Secretary

APPROVED AS TO FORM:

Ryan S. Henry, City Attorney

RESOLUTION OF THE CITY OF WINDCREST CREATING A TEMPORARY HERITAGE TREE COMMITTEE

WHEREAS, the City of Windcrest recognizes the importance of historical and culturally significant trees in the City; and

WHEREAS, the City of Windcrest finds that the maintaining and preservation of trees in the City is in the best interest of the City and its citizens; and

WHEREAS, the City of Windcrest finds the creation of a Heritage Tree Committee is necessary to better assist the City Council with creating proper preservation regulations for heritage trees.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WINDCREST, TEXAS that the temporary Heritage Tree Committee is hereby established and shall be subject to the following directives and purposes:

I. Creation

- (a) The committee shall consist of five members appointed by the city council. The members shall serve until the purpose of the committee is complete, the members resign or are replaced.
- (b) The city council shall appoint the members of the Heritage Tree Committee by resolution.
- (c) The mayor shall appoint the initial chair and vice chair of the committee out of the members appointed to the committee by the City Council
- (d) The committee is intended to be temporary until it fulfills its purpose.
- (e) The committee must be composed of at least one municipal employee and one citizen residing within the city limits of Windcrest. One member should be an arborist or forester. The city council shall appoint such other members as it deems appropriate.

II. Responsibilities and Purpose.

- (a) Heritage Tree Committee shall examine and make recommendations to the city council for adopting regulations regarding the care and maintenance of heritage trees;
- (b) Heritage Tree Committee shall review the city's tree ordinances and make recommendations for revisions relating to heritage trees and the reasoning for such recommendations; and
- (c) Heritage Tree Committee shall encourage responsible tree ownership by assisting with advising on tree maintenance, as well as helping the city coordinate educational services.
- (d) Once the city council receives the recommendations of the committee and passes any regulations regarding heritage trees, the purpose of the committee is deemed complete, absent additional directives from the city council.

III. Procedures.

- (a) Meetings of the committee shall follow the same rules of procedure followed by the city council at its meetings.
- (b) The committee shall comply with the Texas Open Meetings Act.
- (c) Public records of the meetings of the committee shall be prepared and maintained by the city secretary.
- (d) After each meeting, the chair of the committee shall provide a report to the city manager regarding any recommendations made by the committee.

DULY PASSED AND APPROVED, on the 7th day of October, 2024 at a regular 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

This Chapter Covers:

- | | |
|----------------|-------------|
| ♦ Introduction | ♦ Territory |
| ♦ Equipment | ♦ Behavior |
| ♦ Muzzling | ♦ Wildlife |
| ♦ Pursuit | |

Introduction

In this chapter you will learn how to capture (catch) and restrain (hold) an animal without hurting yourself or the animal. You must learn how to use the different kinds of animal control equipment effectively and without hurting the animal. To do a better job of capturing animals, you need to understand animal behavior (an animal's response to its environment), including the behavior of dogs, cats, and wildlife. Sometimes you have to think like an animal to catch the animal. You have a better chance of catching an animal if you have an idea of what the animal is probably going to do next. If you can "outthink" an animal instead of trying to "outmuscle" it, capture will be easier.

Equipment

It is important for animal control officers (ACOs) to know that all animals can feel pain. Although animals cannot always express their discomfort and suffering, they can still be hurt. **Professional ACOs are morally, ethically, and legally obligated to minimize the suffering of the animals they handle.**

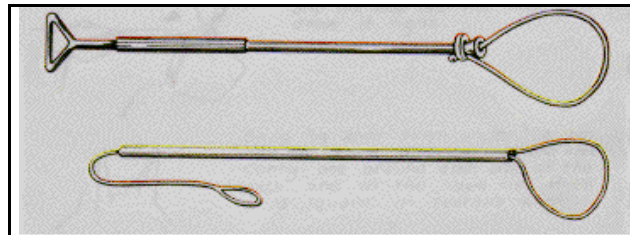
Animal Capture and Handling (Basic)

You use different kinds of equipment to catch and restrain the animals. You must learn how to use your equipment on the animals without hurting them or hurting them as little as possible. (The equipment for the capture and restraint of animals causes some amount of discomfort or pain to the animals, even when used correctly.) **There are five major kinds of equipment:**

- Extension of Arms
- Physical Barriers
- Traps
- Chemical Injections
- Firearms

Extension of Arms (equipment that allows you to control an animal without getting too close to the animal)

Catch poles and snares are often used and come in all styles and lengths (see figure below). They have a stiff handle with an adjustable loop of rope or cable on one end. Keep them clean, properly stored, and in good condition.



from *Restraint of Animals*, by Leahy and Barrow

Animal Capture and Handling (Basic)

Properties of a Catch Pole or Snare:

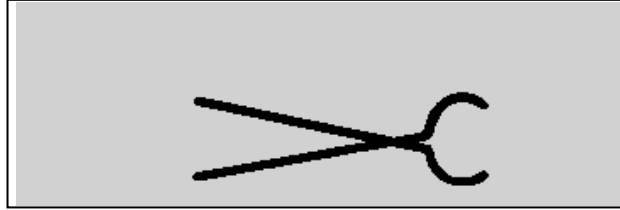
- Use a catch pole that is between 3 and 5 feet long. A shorter one will not be an effective “extension of the arms” and a longer one will be too difficult to handle properly.
- Make snares or catch poles using a broom handle, pipe, or conduit (staff) and rope (loop).
- Buy strong, lightweight catch poles. These usually have an aluminum tube for the staff, a plastic-covered wire cable for the loop, and a cable-locking device to prevent accidental release of the animal.

Techniques for Using a Catch Pole or Snare:

- **One method of using a catch pole is to have the loop enclose both the head and one forelimb of the animal to prevent choking** (see Figure 1 in chapter appendix). For other methods of proper usage, refer to the manufacturer’s recommendations for the catch pole you are using.
- Slide the catch pole along the ground towards the animal, as this will appear less threatening.
- Once the catch pole has crossed the animal’s personal space, gently stroke the animal with the end of the staff and then slowly apply the loop.
- **Never use the catch pole to lift any animal!** Support the body with your free arm and use the catch pole to control the head.

Animal Capture and Handling (Basic)

Long handled tongs (see figure below) catch the animal around the neck or body and can be used for snakes, cats, and other small animals.



from *Restraint of Animals*, by Leahy and Barrow

Ropes can be hard to use and are normally only good for catching a large animal (30 pounds or more). Store ropes in a dry, clean place. Inspect them frequently for worn or weak areas.

Different Kinds of Ropes:

- **Soft Ropes**
 - * cotton
 - * 15 to 20 feet
 - * inexpensive
 - * flexible
- **Hard Ropes**
 - * manila, sisal, or other fibrous materials
 - * 30 to 60 feet
 - * strong and less flexible
 - * can cause rope burns

Animal Capture and Handling (Basic)

- **Synthetic Ropes**

- * nylon
- * strong and flexible
- * can cause severe rope burns
- * can stretch

Good ropes for general animal control use are those which have a strong nylon center core and a woven cotton outer covering. This combination provides the necessary strength while reducing the possibility of choking the animal or causing rope burns.

Techniques for Using a Rope:

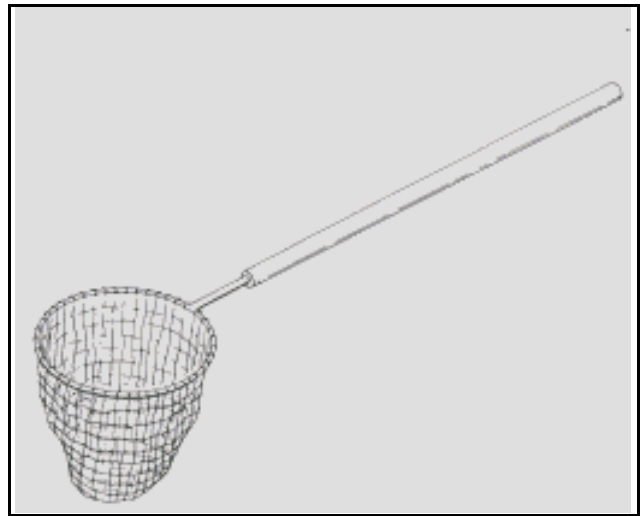
- A short underhand or sidearm throw is most effective since it is less frightening to an animal than an overhead throw.
- In some situations, the rope may not have to be thrown at all. Lift the loop over the dog's head if it is not attempting to run.
- Once you have applied the rope to the dog, use the rope to bring the animal closer to you and then lift the dog if it is small enough. Lead larger dogs to your vehicle and then lift them into the cage.
- Use the rope to control the head and lift the body with your free arm.
- **Never lift any animal off the ground by the rope alone.**

Animal Capture and Handling (Basic)

Disadvantages of a Rope:

- You can choke the animal with the rope.
- A rope will not keep the animal from attacking you.
- Some kinds of rope can cause rope burns on both the animal and the ACO.

Nets work well sometimes, particularly in capturing birds or small primates. Nets can be attached to poles (see figure at right) or can be used loose so they can be thrown over the animal. They can be difficult to use since most animals can easily avoid a net. They are also expensive, difficult to store, and require continual repairs.



from NACA Training Guide

Physical Barriers

Gloves can sometimes, but not always, protect you from animal bites. Ones that are thick and tough enough for maximum protection can make it difficult to grasp an animal or to feel how hard you are pressing on it. Gloves can also help prevent animal saliva that might contain rabies virus from contacting any breaks in the skin on your hands.

Animal Capture and Handling (Basic)

Bite sticks can be possessed or carried by ACOs specifically to prevent animal bites while performing official duties or while traveling to or from work. The preferred bite stick for an ACO is an expandable baton that can easily be carried on their person (see figure below). The expandable bite stick can quickly provide a barrier between the ACO and an attacking animal when needed.



A bite stick gives the attacking animal something to bite besides the officer. A bite stick is most effectively used as a distraction to fill the dog's mouth, preventing the animal from biting. It also may be used as a pry tool at the back of a dog's mouth to make the dog release its grip once it has bitten. Bite sticks may be used as a defensive tool to provide an ACO with non-lethal force for dealing with aggressive animals. Bite sticks are not to be used to hit, strike, or otherwise harm an animal or a person. No ACO should be permitted to carry or use a bite stick without proper animal-related training. Any agency approving the use of bite sticks should have a written policy regarding their use and ensure proper training.

Blankets, large towels, or other heavy cloths can be placed over an animal. Use a blanket that is thick enough so the animal cannot tear it, but thin enough so that you can still grasp the animal.

- Blankets help calm the animal and may protect you from bites because animals are less likely to attack a flat surface.

Animal Capture and Handling (Basic)

- Many animals may be calmed by the darkness created by being covered with the blanket.
- A blanket is useful when handling large birds because the wings, talons, and beaks can all be covered.
- Make sure the blankets and towels are washed after each use to prevent disease transmission.

Traps

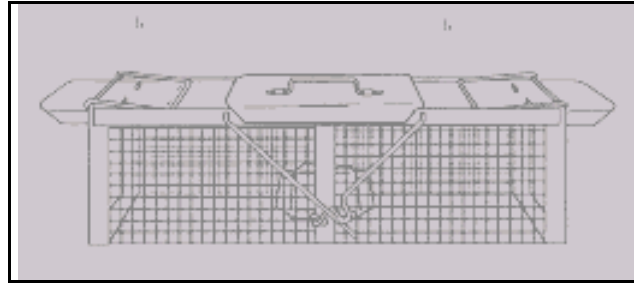
Check with the Texas Parks and Wildlife Department and your local ordinances concerning possible restrictions on the use of steel jaw leghold traps. These traps are painful for the animal and have no place in animal control! The American Veterinary Medical Association considers steel jaw leghold traps to be inhumane. Use words like “box trap,” “humane trap,” or “live trap” when you are talking to the public so they will know that you do not use steel jaw leghold traps. This will also improve your public relations.

Box-type live traps are good tools for capturing animals. Use traps for capture of animals when a close approach is difficult, as with animals having a large public space or a strong flight response. Also use traps to capture nocturnal animals, such as skunks, raccoons, and opossums.

- **Box-type live traps** are made of hardware cloth or other kinds of wire mesh and are available in a wide range of sizes from “large dog size” to “small rodent size” (see next figure).

Animal Capture and Handling (Basic)

from NACA Training Guide



- **Larger live traps** are harder to store. Some commercial traps are collapsible, which makes storing them much easier.
- **Live traps** of any size work in basically the same way. A door is opened and connected to a treadle or a metal plate on the floor of the trap. The animal triggers or releases the door when it enters the cage and steps on the treadle or tries to remove the bait. The door then closes and locks.
- Use bait that will attract the animal you want to catch. For example, canned or dry cat food will attract cats, raccoons, opossums, and skunks.
- **Live traps** must be carefully examined after each use and kept clean and in good condition.
- **Live traps** can be made or commercial traps can be purchased. Commercial traps are expensive and are sometimes stolen or vandalized. Requiring a deposit from citizens who want to use the traps on their property will help reduce the financial loss if the traps are damaged or lost.
- When providing traps to the public, ask them not to set the traps unless they can attend to and care for the animal in a timely manner.

Animal Capture and Handling (Basic)

- Make sure to use a trap that is the right size for the animal being captured. After setting the trap properly, check it at least once a day. Check the traps more often during the summer because heat and, in some locations, fire ants can cause harm or death to any animal in the trap. Placing insecticide granules around and under traps will reduce problems from fire ants.
- Most animals will quickly learn to recognize the trapping device and will be hard to trap a second time.

Chemical Injections - The use of chemical injections to capture an animal has many legal and medical problems. The drugs can be difficult for ACOs to obtain or be able to administer. Some of the drugs do not affect the animal quickly; therefore, the animal may remain mobile or aggressive for a considerable amount of time after injection. Chemical injections to capture an animal are used only as a last option and require special training.

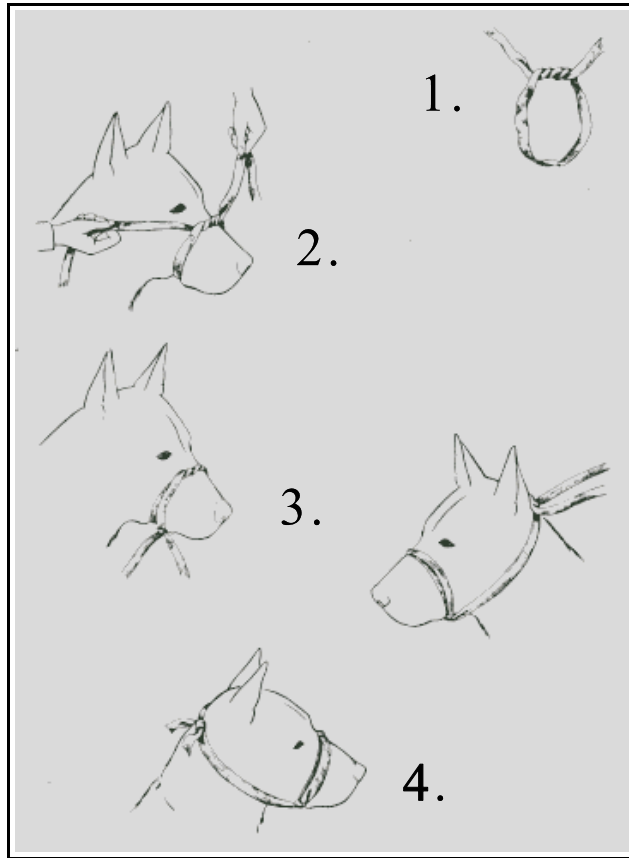
Firearms - Handguns, shotguns, rifles, and other firearms have very limited emergency field use in animal control activities. Check with your agency to learn about the local firearm policy.

Muzzling

Muzzles can prevent an animal from biting you, and they can sometimes make an animal behave better. You can make muzzles yourself, or your agency can purchase commercial muzzles. Homemade muzzles are cheap, comfortable, and easy to make using rope, cloth, nylon stockings, or cotton gauze. Commercial muzzles come in different sizes and are usually made of nylon with buckles or Velcro straps.

Animal Capture and Handling (Basic)

Muzzles can be used for both cats and dogs, but you need to be careful; many ACOs have been bitten while putting a muzzle on an animal.



1) Make a loop in the center of a four foot cord or bandage using a surgeon's knot.

2) Slip the loop over the nose and draw it snug.

3) Bring the ends down under the chin and tie them with an overhand knot. Carry one around each side of the neck and at the nape tie them in a square or reefers knot.

4) Note the finished muzzle.

text and picture from *Restraint of Animals*, by Leahy and Barrow

Do not leave a muzzle on an unattended animal. If the animal vomits while wearing a muzzle, it could choke. Also, the animal will not be able to cool itself by panting and may experience heat exhaustion and/or heat stroke.

Animal Capture and Handling (Basic)

Pursuit

It is not always a good idea to pursue an animal that is running away from you.

- The animal will probably escape, and it will be even harder to catch the next time.
- Many animals (and ACOs) have been severely hurt during a chase.
- People watching may think that you have lost control of the situation. This can damage your and your agency's image.

Only chase an animal if you think you will capture it quickly or you will be able to follow it home.

Remember: As a professional ACO, you need to "outthink" the animal so that you can capture it before it has a chance to escape.

If an animal does run away, there are other ways to handle the situation without chasing it.

- Follow the animal until you locate where it lives.
- Issue a citation to the owner.
- Try to capture the animal by setting a live trap.

Territory

All animals, even pets, have home ranges and territories in which they travel. When you know those areas, you will have a better chance of capturing the animal. Dogs are very social in their behavior and form packs that tend to travel together. Cats are not as social and seldom have much to do with other adult cats, except when one is in estrus or they are defending their territory.

Fight or Flight

When you are entering an animal's home range, remember that all animals have a "flight reaction distance." This is the closest you can get to that animal before causing a reaction. The animal will either attempt to:

- hide,
- run, or
- fight.

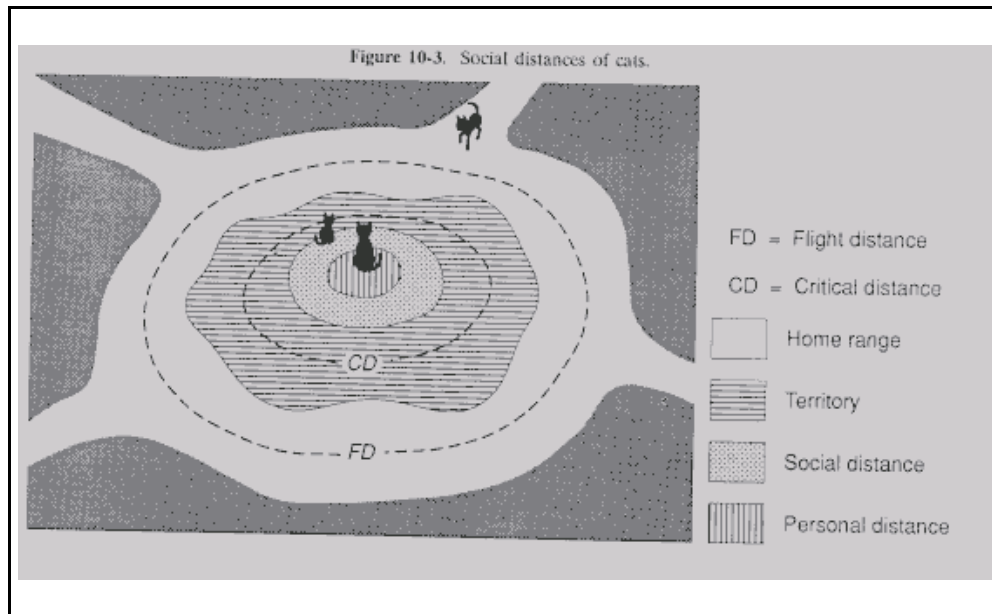
Most animals will try to run and avoid a confrontation instead of fighting when you approach them. This is the "flight" response. If you enter the animal's critical distance, it will usually attack you in an effort to escape.

Animals react to visual (sight), auditory (sound), and olfactory (smell) signals sent by a person, so always act in a calm, quiet manner while being deliberate and methodical in your movements. Avoid gestures the animal may see as threatening, such as a loud voice and flailing arms. An individual that towers over you, which is how you appear to an animal, can be very threatening. The tone of your voice is very important too; what you say is not nearly as important as how you say it. It is interesting to note that female ACOs may be more successful than male ACOs in capturing unconfined dogs. Soft, soothing tones along with correct body movements can actually reduce the animal's public, social, or personal spaces.

Animal Capture and Handling (Basic)

Animal Territories (see figure below) - Reduce the chances of the animal attacking you by understanding how animals will react in their different spaces.

Home range	this is the largest area in which the animal will usually roam.
Territory	this is a smaller area within the home range, and the animal usually will defend it against intruders.
Public space	this area is greater than 12 feet from the animal, but it is still within the animal's territory. When you approach an animal in this area, it will usually try to run from you.
Social space	(approximately 4 to 12 feet) this is a smaller area within the public space. When you approach an animal in its social space, it may either fight or run from you, depending on other behavioral characteristics.
Personal space	(approximately 0 to 4 feet) this is the smallest area and the area nearest the animal. When you approach an animal in its personal space, it will usually fight or submit.



from NACA Training Guide

Animal Capture and Handling (Basic)

Behavior

Ethology is the study of animal behavior. If you understand animal behavior, you will sometimes be able to guess what the animal will do next. This makes it easier to capture the animal.

Remember: "Normal" behavior can change when an animal is lost, chased, scared, sick, hurt, in heat (estrus), hungry, cold, hot, or stressed in any other way.

You can understand an animal's behavior better by knowing what time of the day it is most active (when it eats, drinks, or travels).

<u>Crepuscular</u>	active at twilight or before sunrise, such as foxes and coyotes.
<u>Diurnal</u>	active during the day, such as squirrels.
Nocturnal	active during the night, such as skunks, raccoons, bats, and opossums.

Cats are **nocturnal** with **crepuscular** tendencies. **Canines** are **crepuscular**. However, **domestic dogs** have **diurnal** tendencies because of their association with humans.

Many domestic pets behave differently than their wild counterparts. This is because pets have undergone domestication and socialization, which alter the wild behavior patterns. Contact with people and other animals helps to socialize animals. They learn how to behave and become familiar with people and other animals. Socializing dogs and cats at an early age helps them become well-adjusted family pets.

Animal Capture and Handling (Basic)

- It is easier to socialize animals when they are young (preferably before they are four months old).
- If a puppy has not been socialized to human contact by the age of 14 to 16 weeks, it may never make a good pet.
- It is usually best for families to adopt a puppy between 6 to 10 weeks of age because at this age it is easier to socialize.

Because pets are around people on a regular basis, they may be easier to catch than a wild animal. However, remember that some animals may behave oddly because they have not been socialized. **Just like people, animals that were neglected or abused when they were young may behave strangely when they are older.** These animals are sometimes called asocial which means that they are not as friendly around people as socialized pets.

There are three main kinds of asocial behavior in pets:

- submissive behavior,
- aggressive behavior, and
- "fear biting" behavior.

Knowing the signs of different behaviors will help you decide how to handle the animal.

Asocial Behavior in Dogs

A submissive dog may behave in these ways:

- whining and whimpering;
- tucking the tail between the legs;
- holding the ears down when approached;
- rolling on its side or back; and/or
- urinating when touched or lifted.

An aggressive dog may show these behaviors before it attacks:

- growling, or a change in the sound of the bark;
- hair standing-up on the neck and along the back (hackles);
- curling the lips in a snarl;
- moving the tail slowly from side to side (flagging); and/or
- standing very rigid, looking directly at you, flattening its ears against its head, tucking its tail between its legs, and baring its teeth.

You need to act calmly and quietly when you are around an aggressive dog. Do not move quickly, as sudden movements might cause the dog to attack. Never attempt to run from an aggressive dog. Do not stare into an aggressive dog's eyes. It may perceive this as a threat and attack you.

Fear Biters and Capture Hints

Dogs that are "**fear biters**" bite when they are scared and usually will not act like an aggressive dog. They may even have their ears and tails down and lean away from you as you get closer to them. If you get too close, the dog will probably snap at you or bite you. If a dog shows indications of "fear biter" behavior, there are things you can do to calm the dog:

- Move slowly.
- Talk in a soft voice to the dog.
- Squat down on one knee and turn sideways to make yourself appear less threatening.
- Pat your thigh softly to call the dog closer.
- Reach out to the dog carefully and touch it under the chin; do not try to touch it on top of the head or on the shoulder.
- Touch and pet the dog gently to calm it.
- Slip a snare or leash carefully on the dog.
- Move away slowly if the dog does not respond and is still acting like it might bite.

Experience and knowledge of dog behavior will help you predict how different dogs will respond to you.

Behavior in Cats

An **alert** cat might behave in these ways:

- stopping in its tracks;
- holding its head and ears erect;
- staring with an even, close-mouthed expression; and/or
- standing with its back level and tail erect.

As the ACO continues to approach, the cat may respond in three ways:

- aggressively,
- fearfully, or
- submissively.

An **aggressive** cat might behave in these ways:

- lowering the head;
- holding the ears to the back or side of the head;
- arching the back;
- fluffing the tail and holding it erect; and/or
- growling and hissing.

Animal Capture and Handling (Basic)

A **fearful** cat might behave in these ways:

- crouching low to the ground;
- fluffing the hair along back and tail;
- pulling the tail to its side;
- dilating the pupils;
- flattening the ears;
- growling and hissing; and/or
- displaying “fear biter” behavior.

Fearful cats will try to escape by climbing anything available, including people and flat walls.

A **submissive** cat might behave in these ways:

- similar to a fearful cat; and/or
- leaning away from a person.

Do not assume, however, that simply because they are categorized as “fearful” or “submissive” that they have surrendered to inevitable capture and can be handled with no risk of injury. A seemingly submissive cat may suddenly roll onto its back and attack with both sets of claws.

Animal Capture and Handling (Basic)

Wildlife

Animal control officers will receive calls from citizens for help with wildlife problems. As our cities grow, there will continue to be problems between humans and wild animals.

Nearly any wild animal can make a home in urban and suburban areas if there are food, water, and shelter. People attract wildlife by leaving their garbage and pet food outside. Wild animals can also make their homes in attics and chimneys, which can cause problems and damage to the building. The only long-term solution for dealing with problem wildlife is to not attract them with food and to "build them out" of areas where they are not wanted.

Discourage people from having contact with wildlife. Wild animals can cause injury through bites and may expose humans or pets to rabies. The Texas Parks and Wildlife Department and many cities have laws pertaining to keeping wild animals as pets. Know the laws regulating wildlife.

Animal control agencies may be required to help citizens with wildlife problems, or they may refer citizens to private pest control companies or wildlife rehabilitators. Your agency should develop a policy to deal with these issues.

Answer all calls for help with animals that are high risk for spreading rabies (skunks, bats, raccoons, foxes, and coyotes). Nocturnal high-risk animals that are active during the daytime may have rabies. It is essential to try to capture or kill (without damaging the brain) a high-risk animal for rabies testing if it had direct contact with a human or domestic animal.

Animal Capture and Handling (Basic)

There will be times that you will have to set live traps to capture a wild animal. Think before acting and always consider your safety and the protection of private property. Much of your success will develop through experience. Learn how to identify the problem animal by its signs and tracks. Know what bait to use and where to place the trap. Wear protective gloves to handle traps containing animals.

Releasing, instead of euthanatizing, captured wild animals is a very good public relations policy for an animal control agency. The public will appreciate your efforts and your caring attitude. However, relocating and releasing all captured wildlife is not always possible or responsible. Depending on the circumstances, some animals may have to be euthanatized. Wild animals in a trap can be injected with a euthanasia solution by using a syringe pole. Syringe poles can be purchased, or you can easily make one yourself.

There are trained wildlife rehabilitators that are permitted by the Texas Parks and Wildlife Department and the U.S. Fish and Wildlife Service to care for and release **certain** animals. Rehabilitators can also transport these animals if it is not prohibited by an area rabies quarantine. Rehabilitators will probably not be able to take all your wildlife, but it can benefit your agency to establish a working relationship with one or more rehabilitators.

Having a cooperative relationship with rehabilitators is important from a public health standpoint. If your agency's policy is to only euthanatize sick, injured, or orphaned wildlife instead of placing them with a rehabilitator, many people who find such animals will decide to personally care for them rather than have them destroyed. These people usually have not been fully educated about the risks of rabies and other zoonotic diseases and have not been trained on bite avoidance techniques; they also probably have not received preexposure rabies vaccinations. Therefore, it is preferable to place wildlife in the hands of responsible, trained rehabilitators whenever possible.

Animal Capture and Handling (Basic)

There are many things to consider before relocating and releasing wildlife:

- Is it legal?
- Are water, food, and shelter available?
- Is the animal healthy and old enough to survive on its own?
- Will you be spreading disease?
- Are you doing what is best for the animal?
- Are you relocating a problem to someone else?
- Do you have permission from the owner of the property where the animal is to be released?

Additional References:

National Animal Control Association Training Guide

P.O. Box 480851
Kansas City, MO 64148-0851
913-768-1319
<http://www.nacanet.org>

Restraint of Animals, 2nd ed.

John R. Leahy and Pat Barrow
Cornell Campus Store, Inc.
Ithaca, NY 14853

Texas Parks and Wildlife Department (<http://www.tpwd.state.tx.us>)

USDA Animal and Plant Health Inspection Service, Wildlife Services

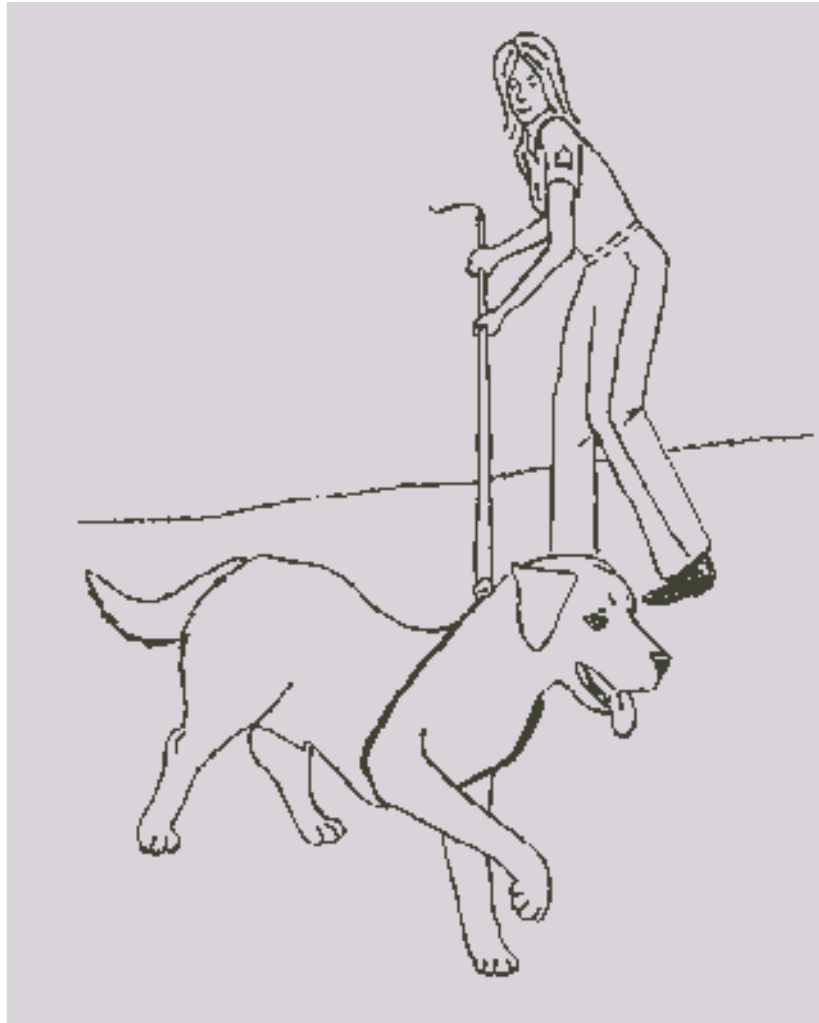
(http://www.aphis.usda.gov/wildlife_damage/)

Animal Capture and Handling (Basic)

Chapter Appendix

Figure 1 – Example of One Technique for Using a
Catch Pole

Figure 1 – Example of One Technique for Using a Catch Pole



Submitted by Evret C. Newman, DVM

**AN ORDINANCE AMENDING THE WINDCREST CODE OF
ORDINANCES, CHAPTER 2 ADMINISTRATION ARTICLE
I SECTION 2-7 BY ADDING RESTRICTIONS ON
APPOINTMENTS TO THE WINDCREST ECONOMIC
DEVELOPMENT CORPORATION**

WHEREAS, the City of Windcrest is a home-rule municipality located within Bexar County, Texas; and

WHEREAS, the City of Windcrest has created an economic development corporation to operate within the City's jurisdiction; and

WHEREAS, the City Council for the City of Windcrest appoints members to the board of the Windcrest Economic Development Corporation, which is the entity's governing body; and

WHEREAS, state law allows the City Council to appoint up to three councilmembers to the board of the Windcrest Economic Development Corporation; and

WHEREAS, the City Council for the City of Windcrest finds it helps to avoid confusion, helps to avoid appearances of improper influence, helps avoid Open Meetings Act violations, and is a better operational choice for the City to self-restrict its appointments and prohibit the City Council from appointing sitting councilmembers to the board of the Windcrest Economic Development Corporation, and

WHEREAS, the City Council for the City of Windcrest finds such self-restriction to be for the benefit of the City and the public in general.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WINDCREST, TEXAS that Chapter 2, Article I is hereby amended by adding Section 2-7 and placing restrictions on appointments to the Windcrest Economic Development Corporation as indicated with cross-through text being deletions and underlined text being additions and shall read as follows:

Sec. 2-7 Appointments and Restrictions on Appointments to the Windcrest Economic Development Corporation

- a) The City Council shall appoint members to the board of directors of the Windcrest Economic Development Corporation. Such appointments must comply with the bylaws and articles of incorporation of the Windcrest Economic Development Corporation and with state law.
- b) The City Council may not appoint a sitting council member to the board of directors of the Windcrest Economic Development Corporation. If a sitting board member is elected or appointed to the City Council such constitutes an automatic resignation from the

individual's position on the board of directors of the Windcrest Economic Development Corporation.

DULY PASSED ON FIRST READING, on the _____ day of _____, 2024 at a regular meeting of the City Council of the City of Windcrest, Texas, which was held in compliance with the Texas Open Meetings Act, Chapter 551, Texas Government Code, at which meeting a quorum was present and voting.

DULY PASSED AND APPROVED, on the _____ day of _____, 2024 at a regular meeting of the City Council of the City of Windcrest, Texas, which was held in compliance with the Texas Open Meetings Act, Chapter 551, Texas Government Code, at which meeting a quorum was present and voting.

CITY OF WINDCREST, TEXAS

Dan Reese, Mayor

ATTEST:

Rachel Dominguez, City Secretary

APPROVED:

Ryan S. Henry, City Attorney

**AN ORDINANCE OF THE CITY OF WINDCREST, TEXAS
ADOPTING PROVISIONS RELATED TO THE
PLACEMENT OF WIRELESS FACILITIES IN PUBLIC
RIGHTS-OF-WAY; ADOPTING A DESIGN MANUAL; AND
PROVIDING FOR FINDINGS OF FACT, A CUMULATIVE
CLAUSE, SEVERABILITY, AND EFFECTIVE DATE.**

WHEREAS, the City of Windcrest is a home-rule municipality located within Bexar County, Texas; and

WHEREAS, the State of Texas has delegated to Texas municipalities the fiduciary duty, as a trustee, to manage the public right-of-way for the health, safety, and welfare of the public to Texas municipalities; and

WHEREAS, Chapter 284 of the Texas Local Government Code allows certain wireless network providers to install in the public rights-of-way their wireless facilities, described and defined in Section 284.002 of the Code as “Micro Network Nodes,” “Network Nodes,” and “Node Support Poles,” and

WHEREAS, the City Council of the City of Windcrest wishes to adopt an ordinance establishing policies and procedures for placement of wireless facilities in public rights-of-way; and

WHEREAS, as expressly allowed by Section 284.108 of the Texas Local Government Code and pursuant to its police power authority reserved in Section 284.301 of the Texas Local Government Code, the City desires to enact a *City of Windcrest, Texas, Design Manual* in order to meet its fiduciary duty to the citizens of the City, and to give assistance and guidance to wireless telecommunications network providers to assist such companies in the timely, efficient, safe, and aesthetically pleasing installation of technologically competitive equipment; and

WHEREAS, the City Council of the City of Windcrest finds and determines that the adoption of this Ordinance promotes the health, safety, and welfare of the public; and

WHEREAS, the City Council of the City of Windcrest finds and determines that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE
CITY OF WINDREST, TEXAS THAT:**

I.

FINDINGS OF FACT

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

II. APPROVING DESIGN MANUAL

The City Council approves the *Design Manual by the City of Windcrest, Texas for the Installation of Network Nodes and Node Support Poles*, attached as Exhibit A.

III. ENACTMENT

The Code of Ordinances of the City of Windcrest, Texas is amended to add Chapter 28, Article VI, reading as follows:

ARTICLE VI. – WIRELESS FACILITIES IN THE PUBLIC RIGHT OF WAY

Sec. 28-178. – Purpose and Policy.

The purpose of this Article is to establish policies and procedures for the placement of wireless facilities in the public right-of-way in compliance with Chapter 284, Texas Local Government Code. In enacting this Article, the City is establishing uniform standards to address issues presented by wireless facilities, including without limitation, ensuring that wireless facilities do not adversely affect:

- (1) use of streets, sidewalks, alleys, parkways, and other public ways and places;
- (2) vehicular and pedestrian traffic;
- (3) the operation of facilities lawfully located in public right-of-way or public property;
- (4) the ability of the City to protect the environment, including the prevention of damage to trees; and
- (5) the character of residential and historic areas, and City parks, in which wireless facilities may be installed.

Sec. 28-179. – Definitions.

All terms used in this Article, not specifically defined herein, have the meaning provided in Chapter 284 of the Texas Local Government Code. The following words, terms, and phrases, when used in this Article, shall have the meanings ascribed to them in this section, unless the context of their usage clearly indicates a different meaning:

Applicant means any person that submits an application.

Application means a request submitted by a person for a permit to place, maintain, or cause to be placed or maintained wireless facilities in the public right-of-way.

Antenna means communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

Camouflage measures means actions taken to ensure that wireless facilities are covered, blended, painted, disguised, or otherwise concealed such that the wireless facilities blend into the surrounding environment or supporting area and are visually unobtrusive. Camouflage measures include, without limitation, hiding wireless facilities beneath a façade, blending wireless facilities with surrounding area design, painting wireless facilities to match the supporting area, or disguising wireless facilities with artificial tree branches.

Code means the Code of Ordinances of the City of Windcrest, Texas and all other ordinances of the City of Windcrest, Texas as the same may be revised, recodified, amended, restated, reorganized, or otherwise modified from time to time.

Collocate and *collocation* mean the installation, mounting, maintenance, modification, operation, or replacement of network nodes in a public right-of-way on or adjacent to a pole.

Decorative pole means a streetlight pole specially designed and placed for aesthetic purposes and on which no appurtenances or attachments, other than specially designed informational or directional signage or temporary holiday or special event attachments, have been placed or are permitted to be placed according to the Code.

Macro tower means a guyed or self-supported pole or monopole greater than the height parameters prescribed by Section 284.103, Texas Local Government Code, and that supports or is capable of supporting antennas.

Micro network node means a network node that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height, and that has an exterior antenna, if any, not longer than 11 inches.

Municipally owned utility pole means a utility pole owned or operated by a municipally owned utility, as defined by Section 11.003, Texas Utilities Code, and located in a public right-of-way.

Municipal park means an area that is zoned or otherwise designated by municipal code as a public park for the purpose of recreational activity.

Network node means equipment at a fixed location that enables wireless communications between user equipment and a communications network. The term includes: equipment associated with wireless communications; a radio transceiver, an antenna, a battery-only backup

power supply, and comparable equipment, regardless of technological configuration; and coaxial or fiber-optic cable that is immediately adjacent to and directly associated with a particular collocation. The term does not include: an electric generator; a pole; or a macro tower.

Network provider means a wireless service provider or a person that does not provide wireless services and that is not an electrical utility but builds or installs on behalf of a wireless service provider network nodes, node support poles, transport facilities, or any structure that supports or is capable of supporting a network node.

Node support pole means a pole installed by a network provider for the primary purpose of supporting a network node.

Permit means a written authorization for the use of the public right-of-way or collocation on a service pole issued by the City.

Pole means a service pole, municipally owned utility pole, node support pole, or utility pole.

Private easement means an easement or other real property right that is only for the benefit of the grantor and grantee and their successors and assigns.

Public right-of-way means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easement in which the municipality has an interest. The term does not include:

- (A) a private easement;
- (B) the airwaves above a public right-of-way with regard to wireless telecommunications; or
- (C) a park road that is not formally dedicated or otherwise designated by the City as a public right-of-way.

Public right-of-way rate means an annual rental charge paid by a network provider to a municipality related to the construction, maintenance, or operation of network nodes within a public right-of-way in the municipality.

Service pole means a pole, other than a municipally owned utility pole, owned or operated by a municipality and located in a public right-of-way, including:

- (A) a pole that supports traffic control functions;
- (B) a structure for signage;
- (C) a pole that supports lighting, other than a decorative pole; and

- (D) a pole or similar structure owned or operated by the City and supporting only network nodes.

Transport facility means each transmission path physically within a public right-of-way, extending with a physical line from a network node directly to the network, for the purpose of providing backhaul for network nodes.

Utility pole means a pole that provides:

- (A) electric distribution with a voltage rating of no more than 24.5 kilovolts; or
- (B) services of a telecommunications provider, as defined by Section 51.002, Texas Utilities Code.

Wireless facility means and includes a network node, a node support pole, a transport facility, and related ground equipment.

Wireless service means any service, using licensed or unlicensed wireless spectrum, including the use of Wi-Fi, whether at a fixed location or mobile, provided to the public using a network node.

Wireless service provider means a person that provides wireless service to the public.

Sec. 28-180. – Use of the Public Right of Way

- (a) It shall be unlawful for any person to place, construct, modify, maintain, operate, relocate, or remove wireless facilities, or cause the same, in the public right-of-way unless the person has:
 - (1) obtained a permit to place, construct, modify, maintain, operate, relocate, or remove wireless facilities in the public right-of-way; or
 - (2) an agreement with the City to place, construct, modify, maintain, operate, relocate, or remove wireless facilities in the public right-of-way.
- (b) It shall be unlawful for any person to collocate a network node on a service pole without first entering into an agreement with the City and then paying of a fee of \$20.00 per year per service pole.

Sec. 28-181. – Permits; Applications

- (a) *Forms.* All permits and permit applications shall be on forms provided by the City.
- (b) *Applications.* The permit application shall be made by the network provider or its duly authorized representative. The applicant shall designate portions of its application materials that it reasonably believes contain proprietary, trade secrets, or confidential

information by clearly marking each page of such materials accordingly. The application shall be submitted with the following information:

- (1) Construction and engineering drawings and information sufficient to confirm that construction will be consistent with the Code, the City's design manual, Chapter 284, Texas Local Government Code, and all other applicable laws;
 - (2) A certificate that network node complies with applicable regulations of the Federal Communications Commission;
 - (3) Certification that the proposed network node will be placed into active commercial service by or for a network provider not later than the 60th day after the date that the construction and final testing of the network node is completed; and
 - (4) A fee of \$500 for up to five network nodes addressed in the same application; \$250 for each additional node in the same application; and a fee of \$1000 for each node support poles.
- (c) *Consolidated Applications.* An applicant may file a consolidated permit application for not more than 30 network nodes and receive permits for such network nodes.
- (d) *Routine Maintenance and Replacement.*
- (1) *Permit not required.* A permit shall not be required for: routine maintenance or removal of wireless facilities that does not require excavation or closing of sidewalks or vehicular lanes in a public right-of-way; replacing or upgrading a network node or pole with a node or pole that is substantially similar in size or smaller and that does not require installation, placement, maintenance, operation, or replacement of micro network nodes that are strung on cables between existing poles or node support poles, in compliance with the National Electric Safety Code. Whether or not replacement or upgrade is "substantially similar" shall be determined in accordance with Texas Local Government Code §§ 284.157(b) and (c).
 - (2) *Notice.* A person shall provide written notice to the City Manager no less than fourteen (14) days prior to conducting any activities under subsection (1) immediately above this subsection. Such written notice shall contain the following information:
 - (A) Date work is set to commence;
 - (B) Description of the work;

- (C) Name and contact information for the company conducting the work in the public right-of-way, including a designated point of contact; and
- (D) The written approval of the owner of any pole that will be replaced.
- (3) *Limitation on Exemption.* Notwithstanding subsection (d)(1) above:
 - (A) A network provider may replace a pole only with the approval of the pole's owner; and
 - (B) The size limitations prescribed by Texas Local Government Code § 284.003 shall not be exceeded without the approval of the City pursuant to Texas Local Government Code § 284.109.

Sec. 28-182. – Action on Applications

- (a) *Administrative completeness; Notice.* The City shall determine whether an application is administratively complete and notify the applicant of such determination. If an application is not complete, the City shall specifically identify the missing information in the notice sent to the applicant under this subsection. The City shall send the notice to the applicant not later than:
 - (1) 30 days after the date the City receives an application for a network node or node support pole.
 - (2) 10 days after the date the City receives an application for a transport facility.
- (b) *Approval or Denial.* The City shall make its final decision to approve or deny a complete application no later than:
 - (1) 21 days after receipt of a complete application for a transport facility;
 - (2) 60 days after receipt of a complete application for a network node; and
 - (3) 150 days after receipt of a completed application for a node support pole.
- (c) *Notice of Denial.* If the City denies a complete application, the City shall document the bases for the denial, including the specific applicable Code provisions or other rules, regulations, or law on which the denial was based. The City shall send such documents to the applicant via electronic mail on or before the date the City denies the application.
- (d) *Cure.* Not later than the 30th day after the date the City denies the application, the applicant may cure the deficiencies identified in the denial documentation and resubmit the application without paying an additional application fee, other than a fee for actual costs incurred by the City. Notwithstanding anything to the contrary, the City shall approve or deny the revised completed application after a denial not later than the 90th

day after the date the City receives the completed revised application. If the revised application only revises deficiencies cited in the denial documentation, then the City's review of the revised application is limited to the deficiencies cited in the denial documentation.

Sec. 28-183. – Installation

- (a) *Timing.* A network provider shall begin the installation for which a permit is granted not later than six months after final approval and shall diligently pursue the installation to completion. Provided, however, the City may place a longer time limit on completion or grant reasonable extensions of time as requested by the network provider.
- (b) *Compliance.* Installation of wireless facilities shall comply with:
 - (1) The applicable application and permit and any agreement with the City pertaining to such installation;
 - (2) All City ordinances and regulations, including but not limited to this Article and the City's design manual;
 - (3) All applicable local, state, and federal rules, regulations, and laws, including but not limited to the size limitations in Texas Local Government Code § 284.003.
- (c) *General construction and maintenance.* A network provider shall construct and maintain wireless facilities in a manner that does not:
 - (1) obstruct, impede, or hinder the usual travel or public safety on a public right-of-way;
 - (2) obstruct the legal use of a public right-of-way by other utility providers;
 - (3) violate applicable codes;
 - (4) violate or conflict with the City's public right-of-way design specifications; or
 - (5) violate the federal Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101 et seq.).

Sec. 28-184. – Installation in Specified Areas

- (a) *Municipal Parks.* In addition to any area that the City may designate as a municipal park from time to time, the following areas are designated as municipal parks:
 - (1) The park known locally as Takas Park, located at 9310 Jim Seal Drive, Windcrest, Texas 78239.

- (2) The park known locally as Autumn Sunset Park, located at Eagle Crest Boulevard and Windrock Drive, Windcrest, Texas 78239.
- (3) The park known locally as Brook Falls Park, located at 6309 Windrock Drive, Windcrest, Texas 78239.
- (b) *Parks and Residential Areas.* A network provider shall not install a new node support pole in a public right-of-way without the discretionary, nondiscriminatory, written consent of the City Manager if the public right-of-way is located in a municipal park or is adjacent to a street or thoroughfare that is: (1) not more than 50 feet wide; and (2) adjacent to single-family residential lots or other multifamily residences or undeveloped land that is designated for residential use by zoning or deed restrictions. A network provider shall comply with private deed restrictions and other private restrictions when installing a wireless facility in municipal parks and residential areas.
- (c) *Undergrounding Provisions.* A network provider shall comply with all undergrounding requirements, including but not limited to all applicable provisions of this Code, state law, private deed restrictions, and other public or private restrictions, that prohibit installing aboveground structures in a public right-of-way without first obtaining zoning or land use approval. This requirement or restriction shall not be interpreted to prohibit a network provider from replacing an existing structure.
- (d) *Zoning.* A network provider seeking to construct, replace, or modify a pole or node in the public right-of-way that exceeds the height or size limits contained in this section, shall be subject to applicable zoning requirements.
- (e) *Decorative Poles.* No appurtenances or attachments, other than specially designed informational or directional signage or temporary holiday or special event attachments, shall be placed on any streetlight pole specially designed and placed for aesthetic purposes.

Sec. 28-185. – Removal

- (a) *With Notice.* Unless agreed upon otherwise, within 30 days following written notice from the City, a network provider shall remove any wireless facility within the public right-of-way whenever the City has determined that: (1) such removal, relocation, change, or alteration, is reasonably necessary for the construction, repair, maintenance, or installation of any City improvement in or upon, or the operations of the City in or upon, the public right-of-way; (2) any wireless facility violates this Article or any other ordinance, law, rule or other regulation; (3) a wireless facility is abandoned.
- (b) *Penalty; Removal by City.* If a network provider fails to take any action required by this section within the 30-day time limit in subsection (a), above, then the network provider

shall be guilty of a misdemeanor for each day that the wireless facility remains in the public right-of-way. Additionally, the City may take such action at the sole cost and expense of the network provider and without any liability to the network provider. Within 30 days of receiving an invoice from the City for work performed by the City under this subsection, a network provider shall reimburse the City's costs and expenses associated with the removal of its wireless facility, including but not limited to all administrative and legal expenses, attorney fees, engineering fees, equipment fees, and any and all other costs incurred by the City. The remedies provided in this subsection are cumulative, and the filing of a criminal case or the removal of wireless facilities by the City shall not constitute an election of remedies.

- (c) *Emergency Removal or Relocation of Facilities.* The City retains the right and privilege to disconnect or move any network node located within the public right-of-way of the City, as the City may determine to be necessary, appropriate, or useful in response to any public health or safety emergency. If circumstances permit, the City shall notify the network provider and allow the network provider an opportunity to move its own facilities prior to the City disconnecting or removing a facility and shall notify the network provider after disconnecting or removing a network node or node support pole.
- (d) *Abandonment of Facilities.* If a network provider abandons a wireless facility, then the network provider shall notify the City within 30 days of such abandonment. Such network provider shall remove such abandoned facility within 30 days of such abandonment.

Sec. 28-186. – Public Right-of-Way Rate

- (a) *Annual Rate.* A network provider shall pay to the City an amount of \$250 annually per node in the public right-of-way. Such annual rate shall be paid in full prior to the installation of any network node within the public right-of-way; shall be due in full on January 31 of each year following installation of any network node; and shall not be prorated.
- (b) *Transport Facility Rate.* A network provider shall pay to the City a monthly public right-of-way rate in an amount equal to \$28.00 multiplied by the number of such network provider's network nodes in the public right-of-way for which the installed transport facilities provide backhaul unless or until the time the network provider's payment of fees to the City under Chapter 283 and 66, Texas Local Government Code, exceeds its monthly aggregate per-node compensation to the City under this subsection. Each payment due under this subsection shall be paid prior to installation of any transport facility; shall be payable on the 1st day of each month following installation; and shall not be prorated. A network provider may choose to pay the public right-of-way rate under

this paragraph in a single annual payment on January 31 of each year following installation of a transport facility.

- (c) *Cease Payment.* A network provider may cease paying the City's compensation for use of the public right-of-way following removal of such network provider's wireless facilities and notification to the City of such removal. No amounts paid to the City by any network provider under this Article shall be refunded under any circumstances.

Sec. 28-187. – Notice Requirements

- (a) *City Notices.* The City shall be deemed to have complied with all requirements for notices and correspondences under this Article if the City sends the notice or correspondence in writing to either the email address or physical address stated in the relevant application filed by a network provider, or as updated by such network provider as required by this Article. For notice or correspondence sent by email, such notice or correspondence shall be deemed sent and received on the date that the City sends such email. For notice or correspondence sent by physical mail, such notice or correspondence shall be deemed to have been received by the network provider on the third day after the deposit of such notice or correspondence with the United States Postal Service properly addressed and with proper postage.
- (b) *Network Provider Notices.* All notices or correspondence to be sent by a network provider shall be provided to the City via certified mail, return receipt requested to City of Windcrest, attn: City Manager, 8601 Midcrown Drive, Windcrest, Texas 78239, or such other address as may be designated by the City Manager from time to time and as reflected in the application and permit forms. Such notices or correspondence shall be deemed received by the City on the date of actual receipt.

IV.

CUMULATIVE CLAUSE

This Ordinance is cumulative of all provisions of the City of Windcrest, except to the extent the provisions of this Ordinance are in direct conflict with the provisions of any other ordinance, in which event the conflicting provisions of such other ordinance are hereby repealed, while leaving the remainder of such other ordinance intact. To the extent of any conflict, this Ordinance is controlling.

V.

SEVERABILITY

The City Council of the City of Windcrest intends 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

Ordinances, 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.

**VI.
EFFECTIVE DATE**

This Ordinance is effective as of the date of adoption on second reading.

DULY PASSED ON FIRST READING, on the _____ day of _____, 2024 at a regular meeting of the City Council of the City of Windcrest, Texas, which was held in compliance with the Texas Open Meetings Act, Chapter 551, Texas Government Code, at which meeting a quorum was present and voting.

DULY PASSED AND APPROVED, on the _____ day of _____, 2024 at a regular meeting of the City Council of the City of Windcrest, Texas, which was held in compliance with the Texas Open Meetings Act, Chapter 551, Texas Government Code, at which meeting a quorum was present and voting.

CITY OF WINDCREST, TEXAS

Dan Reese, Mayor

ATTEST:

Rachel Dominguez, City Secretary

APPROVED:

Ryan Henry, City Attorney

**AN ORDINANCE OF THE CITY OF WINDCREST, TEXAS
PROHIBITING CAMPING WITHIN THE CITY LIMITS
FOR MORE THAN THREE CONSECUTIVE DAYS ON
VACANT LOTS; AND A CUMULATIVE CLAUSE,
SEVERABILITY, AND EFFECTIVE DATE.**

WHEREAS, the City of Windcrest is a home-rule municipality located within Bexar County, Texas; and

WHEREAS, the City of Windcrest, Texas desires to ensure the continued health and safety of its residents by managing the use of vacant places with the City; and

WHEREAS, the City finds that managing the use of vacant spaces within the City supports the economic development of the City and the public safety; and

WHEREAS, the City Council of the City of Windcrest finds and determines that the adoption of this Ordinance promotes the health, safety, and welfare of the public;

WHEREAS, the City Council of the City of Windcrest finds and determines that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WINDREST, TEXAS THAT the Code of Ordinances of the City of Windcrest, Texas is hereby amended by adding ARTICLE X, Section 24-240 to Chapter 24, which shall read as follows:

ARTICLE X – CAMPING

Section 24-240.

- (a) In this section:
 - (1) “camp” or “camping” means to reside in a place with shelter.
 - (2) “shelter” includes a tent, tarpaulin, lean-to, sleeping bag, bedroll, blankets, or any form of temporary, or semipermanent shelter other than clothing, or any handheld device, designed to protect a person from the weather condition that threaten personal health and safety.
- (b) A person commits an offense if the person camps in a vacant lot or yard for three (3) consecutive nights or more.
- (c) Camping is prohibited on public property except as may be specifically authorized by the

City Manager.

- (d) The following activities constitute prima facie evidence of camping on a vacant lot, but are not the exclusive means of establishing camping activity:
- (1) Cooking;
 - (2) Making a fire or fire pit;
 - (3) Storing or use of camping equipment including but not limited to tents, sleeping bags, portable grills, or other equipment customarily used for camping activities;
 - (4) Digging;
 - (5) Sleeping.

III. CUMULATIVE CLAUSE

This Ordinance is cumulative of all provisions of the City of Windcrest, except to the extent the provisions of this Ordinance are in direct conflict with the provisions of any other ordinance, in which event the conflicting provisions of such other ordinance are hereby repealed, while leaving the remainder of such other ordinance intact. To the extent of any conflict, this Ordinance is controlling.

III. SEVERABILITY

The City Council of the City of Windcrest intends 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 Ordinances, 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. EFFECTIVE DATE

This Ordinance is effective as of the date of adoption on second reading.

DULY PASSED ON FIRST READING, on the _____ day of _____, 2024 at a regular meeting of the City Council of the City of Windcrest, Texas, which was held in compliance with the Texas Open Meetings Act, Chapter 551, Texas Government Code, at which meeting a quorum was present and voting.

DULY PASSED AND APPROVED, on the _____ day of _____, 2024 at a regular meeting of the City Council of the City of Windcrest, Texas, which was held in compliance with the Texas Open Meetings Act, Chapter 551, Texas Government Code, at which meeting a quorum was present and voting.

CITY OF WINDCREST, TEXAS

Dan Reese, Mayor

ATTEST:

Rachel Dominguez, City Secretary

APPROVED:

Ryan Henry, City Attorney

**AN ORDINANCE OF THE CITY OF WINDCREST, TEXAS
AMENDING SECTION 103-58, CITY OF WINDCREST
CODE OF ORDINANCES, LIMIT THE SIZE OF
ACCESSORY BUILDINGS; AND PROVIDING A
CUMULATIVE CLAUSE, SEVERABILITY, AND
EFFECTIVE DATE.**

WHEREAS, the City of Windcrest is a home-rule municipality located within Bexar County, Texas; and

WHEREAS, the City of Windcrest, as a home rule municipality, derives its powers exclusively from its home rule charter and is limited in authority only by express provisions of the Texas Constitution and the State statutes; and

WHEREAS, the City Council of the City of Windcrest desires to amend Section 103-58, Code of Ordinances of the City of Windcrest to limit the size of accessory buildings and not allow such buildings over a certain size, regardless of building materials; and

WHEREAS, the City Council of the City of Windcrest finds and determines that the adoption of this Ordinance promotes the health, safety, and welfare of the public;

WHEREAS, the City Council of the City of Windcrest finds and determines that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WINDREST, TEXAS THAT Section 103-58 of Chapter 103 - BUILDINGS AND BUILDING REGULATIONS – is hereby amended as set forth below, with insertions indicated by underlines (e.g. underlines) and deletions indicated by strikethroughs (e.g. ~~strikethroughs~~):

Sec. 103-58. Permits.

- (a) No structure, building or parking lot (area), shall be erected, sited, constructed, altered, reconstructed, enlarged, finished out, or demolished in any zoning district of the city, without a permit therefor having first been issued by the director of building services, and no such permit shall be issued unless the tract or lot upon which such structure, building or parking lot (area) is now or is to be located shall have been formally platted as required by chapter 111, and said plat filed for record in the manner provided by law.

- (b) The following types of construction work are specifically identified as requiring permits to be issued by the city in the manner prescribed in this division:
- (1) New residential building, including mechanical, electrical, and plumbing work.
 - (2) Remodeling and additions, including mechanical, electrical, and plumbing work.
 - (3) All types of roofing, to include replacement of shingles.
 - (4) Fence, new or replacement of an existing fence, when using different material or placed in a different location. (All masonry fences require a permit.)
 - (5) Furnace, or central air conditioning, entire new unit or replacement of an existing unit or component.
 - (6) Flatwork:
 - (A). Driveways, new or a replacement, including curb cut.
 - (B). Sidewalks.
 - (C). Slabs in front or side yards exceeding 16 square feet.
 - (7) New irrigation or lawn sprinkler systems or the replacement of backflow prevention.
 - (8) New swimming pools, either above or in the ground.
 - (9) New spas or hot tubs.
 - (10) Masonry mailboxes on public sidewalks.
 - (11) New or replacement water heaters or water softeners.
 - (12) Accessory buildings as defined herein above (see chapter 113 for additional accessory building requirements) and used as a tool, greenhouse, playhouse, storage shed, garage, or similar use, located in an R-1 zoned district, and erected, sited, constructed, reconstructed, or enlarged must comply with the following requirements:
 - (A). No sewer connections shall be installed. Electrical, water or gas connections may be made with appropriate permits.
 - (B). No more than two accessory buildings, one being a greenhouse, may be erected ~~if other than 90 percent masonry buildings.~~
 - (C). Buildings shall not be sited or constructed forward of the rear-most portion of the main structure.
 - (D). All accessory buildings shall be set-back not less than ten feet from the main dwelling and not less than three feet from all lot lines and shall not occupy any portion of easements if placed on permanent foundation. If portable the three-foot setback applies.

buildings shall not be less than ten feet from all lot lines and shall not occupy any portion of easements.

(E). ~~Excluding masonry buildings,~~ Buildings will not exceed 144 square feet of interior space nor nine feet in height (above grade level). Square footage and height limits may not be modified by the building official or be subject to appeal and adjustment by the Windcrest Board of Adjustments. The term "grade level" is defined as the highest point of elevation of the finished surface of the ground, paving, or sidewalk between the main structure and the property line.

(F). Buildings will be of a color which matches or is in harmony with the existing main structure. Masonry buildings will be in harmony in design, color and materials with the existing main structure.

- (13) Accessory buildings or portable containers used as a storage shed or similar use located in a B-1 or B-2 zoned district are not permissible without the specific approval of the city council. The procedures outlined in section 103-59 will be followed to obtain a building permit for the addition or placement of an accessory building.
- (14) No temporary or permanent building or structure shall be constructed, erected, sited, altered, enlarged or finished out on any lot forward of the rear most portion of the main structure unless it is attached to the main structure ~~and its walls are at least 90 percent masonry, such as stone, brick, stone veneer, brick veneer or cement plaster.~~ Attached buildings or structures without walls shall be constructed of cedar, cypress or redwood lumber which is painted or stained to correspond in style and architecture to the main structure to which it is appurtenant. Attached buildings or structures with roofs shall have the same material, color and design as the structure to which it is appurtenant. Any attached building or structure shall not encroach past a building setback line in the applicable plat or city code.
- (15) All temporary or permanent buildings and structures, whether attached or freestanding, shall meet the design loads and anchorage criteria of the International Building Code. An applicant for a building permit shall furnish verification of compliance with such design loads and anchorage criteria.

III. CUMULATIVE CLAUSE

This Ordinance is cumulative of all provisions of the Code of Ordinances of the City of Windcrest, except to the extent the provisions of this Ordinance are in direct conflict with the provisions of any other ordinance, in which event the conflicting provisions of such other ordinance are hereby repealed, while leaving the remainder of such other ordinance intact. To the extent of any conflict, this Ordinance is controlling.

III. SEVERABILITY

The City Council of the City of Windcrest intends 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 Ordinances, 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. EFFECTIVE DATE

This Ordinance is effective as of the date of adoption on second reading.

DULY PASSED ON FIRST READING, on the _____ day of _____, 2024 at a regular meeting of the City Council of the City of Windcrest, Texas, which was held in compliance with the Texas Open Meetings Act, Chapter 551, Texas Government Code, at which meeting a quorum was present and voting.

DULY PASSED AND APPROVED, on the _____ day of _____, 2024 at a regular meeting of the City Council of the City of Windcrest, Texas, which was held in compliance with the Texas Open Meetings Act, Chapter 551, Texas Government Code, at which meeting a quorum was present and voting.

CITY OF WINDCREST, TEXAS:

Dan Reese, Mayor

ATTEST:

Rachel Dominguez, City Secretary

APPROVED:

Ryan Henry, City Attorney

DRAFT

ORDINANCE

AN ORDINANCE AMENDING THE WINDCREST CODE OF ORDINANCES, CHAPTER 109 SIGNS SECTION 109-9 EASEMENT OR PUBLIC PROPERTY TO ADD PROVISION REFLECTING THE ELECTIONEERING ORDINANCE

WHEREAS, the City of Windcrest is a home-rule municipality located within Bexar County, Texas; and

WHEREAS, the City of Windcrest has adopted a new ordinance for electioneering; and

WHEREAS, the current ordinance for sign easements during electioneering does not fully match the new ordinance for sign placement on City Easements and public property; and

WHEREAS, the City of Windcrest believes that to help avoid confusion and keep its ordinances uniform with each other the old sign ordinance should be amended.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WINDCREST, TEXAS that Chapter 109, Section 109-9 Easements or Public Property is amended as indicated with cross-through text being deletions and underlined text being additions and shall read as follows:

Sec. 109-9 Easement or public property.

No permanent or temporary sign shall be placed or installed over public easements or on public property of the city, except:

- (a) Traffic or other governmental signs necessary for the public health and safety.
- (b) Temporary signs may be placed on the median of Windway.
- (c) Temporary signs may be placed on the median of Eaglecrest between Bayou Bend and Balfour (specifically 751 feet from Bayou Bend to Balfour).

(d) Temporary signs may be placed at the intersection of Jim Seal and Crestway.

- ~~(d)~~ (e) Temporary signs may be placed on city owned property adjacent to city owned polling places on election days in compliance with state election laws in the 50-foot area outside of the 100-foot electioneering free zone adjacent to the entry to polling places.

~~(e)~~ (f) Temporary signs may be placed on public right-of-way extensions over the public right-of-way between the front property line of private real property and the curb of the street in front of such private real property and the side yard extension over the public right-of-way between the side property line of corner private real property and the curb of the street on the side of such private real property. The placement of signs in the public right-of-way extensions authorized in this subsection shall require the express consent of the adjacent private real property owner.

DULY PASSED ON FIRST READING, on the _____ day of _____, 2024 at a regular meeting of the City Council of the City of Windcrest, Texas, which was held in compliance with the Texas Open Meetings Act, Chapter 551, Texas Government Code, at which meeting a quorum was present and voting.

DULY PASSED AND APPROVED, on the _____ day of _____, 2024 at a regular meeting of the City Council of the City of Windcrest, Texas, which was held in compliance with the Texas Open Meetings Act, Chapter 551, Texas Government Code, at which meeting a quorum was present and voting.

CITY OF WINDCREST, TEXAS

Dan Reese, Mayor

ATTEST:

Rachel Dominguez, City Secretary

APPROVED:

Ryan S. Henry, City Attorney