

AUG 13 '21 16:09

City of Windcrest



DEPARTMENT HEAD REPORTS @ 5 P.M.

CITY COUNCIL MEETING @ 6 P.M.

AUGUST 16, 2021

CITY COUNCIL CHAMBERS @ 8601 MIDCROWN

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

NOTICE IS HEREBY GIVEN THAT A CITY OF WINDCREST CITY COUNCIL MEETING WILL BE HELD AT WINDCREST CITY HALL LOCATED AT 8601 MIDCROWN, WINDCREST, TEXAS ON THE 16th DAY OF AUGUST 2021, STARTING AT 6:00 P.M. DEPARTMENT HEAD REPORTS WILL BE HEARD AT 5:00 P.M.

THE CITY COUNCIL RESERVES THE OPTION TO RECESS THE MEETING DURING THE EVENING OF AUGUST 16, 2021 AND TO RECONVENE THE MEETING ON THE FOLLOWING DAY, AUGUST 17, 2021 AT 9:00 A.M. AT THE WINDCREST CITY HALL, 8601 MIDCROWN, WINDCREST, TEXAS.

NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

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

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE AND INVOCATION

IV. MONTHLY DEPARTMENT HEAD REPORTS FOR MONTH ENDING JULY FOR FY2020/2021

- a) Briefing and discussion on the monthly Fire Department reports for the month of July, to include Summary of Calls along with response times for the City, County, and Annex area. [Dan Kramer, Fire Chief]
- b) Briefing and discussion on the monthly Windcrest Volunteer Fire Association financial report for the month of July. [Daniel Andrade, President]
- c) Briefing and discussion on the monthly Police Department reports including Code Enforcement and Animal Control reports for the month of July. [Darrell Volz, Chief of Police]

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- d) Briefing and discussion on the monthly Municipal Court report for the month of July. [Claudia Carrera, Municipal Assistant Court Administrator]
- e) Briefing and discussion on the monthly Public Works and Landscaping reports for the month of July. [Chris Gamboa, Interim Director of Public Works]
- f) Briefing and discussion on the monthly City of Windcrest Economic Development Corporation report for the month of July. [Jennifer Newman, President of City of Windcrest Economic Development Corporation]
- g) Briefing and discussion on the monthly Office of the City Secretary reports for the month of July. [Rachel C. Dominguez, City Secretary]
- h) Briefing and discussion on Civic Center, past and upcoming special events. [Elizabeth Dick, Civic Center and Special Events Specialist]

V. CITIZENS TO BE HEARD/CITIZEN PARTICIPATION

- a) Citizens may address the City Council on topics not on the agenda for no more than three (3) minutes.
- b) Citizens shall also have the opportunity to address the City Council during consideration of posted agenda items for no more than six (6) minutes.
- c) A City Official may make a statement of specific factual information in response to an inquiry made by a member of the public, or a recitation of existing policy in response to an inquiry made by a member of the public.

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

VI. FINANCIAL REPORTS

- a) Presentation, discussion, and acceptance of the unaudited monthly financial report for the month ending July 31, 2021 (FY20/21). [Rafael Castillo, Jr., City Manager]

VII. ORDINANCE

- a) City Council will review, discuss, and take action on Ordinance 2021-014(O), an ordinance adopting fiscal year 2021/2022 organizational chart and departmental classifications. [Rafael Castillo, Jr., City Manager] **1st Reading**
- b) City Council will review, discuss, and take action on Ordinance 2021-015(O), an ordinance setting fees for various city services and consolidating those fees for convenience; amending various city ordinances and containing a severability clause and an effective date. [Rafael Castillo, Jr., City Manager] **1st Reading**

VIII. RESOLUTION

- a) City Council will review, discuss, and take action on Resolution 2021-527(R), a resolution approving the second amendment lease agreement with Bexar Water Control and Improvement District #10 with the City of Windcrest. [Rafael Castillo, Jr., City Manager]

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- b) City Council will review, discuss, and take action on Resolution 2021-528(R), a resolution approving a memorandum of understanding by the Windcrest Economic Development Corporation to enter into an incentive agreement with Walzem Partners 3 LLC for the development and operation of Chipotle Restaurant in the City of Windcrest. [Rafael Castillo, Jr., City Manager] **2nd Reading**
- c) City Council will review, discuss, and take action on Resolution 2021-532(R), a resolution approving the purchase of forty (40) portable fully equipped radios for the use of the Windcrest Police Department. [Rafael Castillo, Jr., City Manager]
- d) City Council will review, discuss, and take action on Resolution 2021-533 (R), a resolution appointing members to the Windcrest Crime Control Prevention District for an unexpired term ending September 30, 2022. [Rafael Castillo, Jr., City Manager]
- e) City Council will review, discuss, and take action on Resolution 2021-534(R), a resolution adopting the health reimbursement account for the 2021-2022 Fiscal Year. [Rafael Castillo, Jr., City Manager]
- f) City Council will review, discuss and take action on Resolution 2021-535(R), a resolution adopting the City of Windcrest travel and training policy for the 2021-2022 fiscal year. [Rafael Castillo, Jr., City Manager]
- g) City Council will review, discuss, and take action on Resolution 2021-536(R), a resolution adopting the City of Windcrest purchasing policy for the 2021-2022 fiscal year. [Rafael Castillo, Jr., City Manager]
- h) City Council will review, discuss, and take action on Resolution 2021-537(R), a resolution adopting the City of Windcrest investment policy for the 2021-2022 fiscal year. [Rafael Castillo, Jr., City Manager]

IX. DISCUSSION & ACTION

- a) City Council will review, discuss and may take action on utilizing Court Technology funds to digitized court documents and files for records retention. [Rafael Castillo, Jr., City Manager]
- b) City Council will review, discuss and may take action on the request for proposal for the Police Department wrecker and towing services. [Rafael Castillo, Jr., City Manager]
- c) City Council will review, discuss, and may take action on amending the legislative calendar for the regular City Council meeting beginning October 1, 2021 through September 31, 2022. [Rafael Castillo, Jr., City Manager]
- d) City Council will review, discuss, and may take action on bids received from the RFP for Ambulance Services and discuss options for such services. [Rafael Castillo, Jr., City Manager]
- e) City Council will review, discuss, and may take action on the City of Windcrest Proposed FY 2021 – 2022 Budget. [Rafael Castillo, Jr., City Manager]
 - Windcrest Crime Control Prevention District

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X. CITY MANAGER'S REPORT**XI. EXECUTIVE SESSION**

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

- a) Pursuant to Texas Government Code Sec. 551.087 (economic development) regarding Sales Tax Assurance, LLC., known as HDL Companies.
- b) Pursuant to Texas Government Code Sec. 551.089 (security and networks) regarding
 - i. Security Software Upgrade;
 - ii. the Consolidation and migration to Office 365 and related security integration.

XII. 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.

XIII. 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.

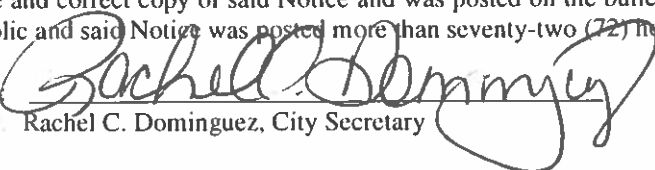
ATTENDANCE BY OTHER ELECTED OR APPOINTED OFFICIALS:

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 August 16, 2021.

BY


Rachel C. Dominguez, City Secretary

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Windcrest Fire Department

**Monthly Report
For July 2021**



- **Live Burn Training held at Fort Sam**

- **Coffee with First Responders**
 - **Participated in July 4th Parade**
 - **Attended July 4th Celebration at Methodist Church**
 - **Backpack give away at Methodist Church**
 - **Platform 187 was displayed at TEEX Annual Fire School**
 - **Platform will be going to FDIC in Aug**
-

Apparatus Status

- Engine 187 is in service
 - Engine 187B is OOS
 - Brush 187 is in service
 - Squad 187 is in service
 - Utility 187 is in service
 - Chief 187 is in service
 - AC 187 is in service
 - FM 187 is in service
-

Current Projects

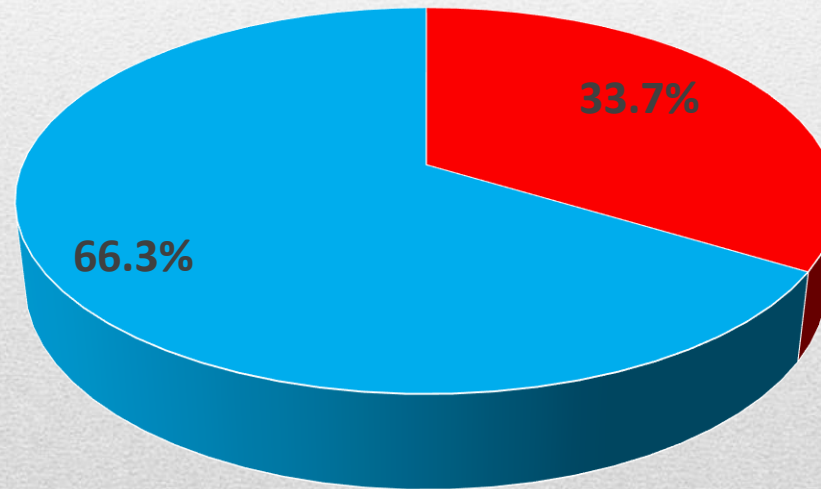
- **Developing Department Strategic Plan**
 - **Needed for Center for Public Safety Excellence Accreditation**
 - **Will identify goals of the department**
 - **Will identify capital needs of the department**
 - **Center For Public Safety Excellence Accreditation**
 - **Timeline will be 3-5 years**
 - **Texas Fire Chiefs Association Best Practices**
 - **Should submit for peer review mid-2022**
-

Volunteer Hours

Name	Oct. 2020	Nov. 2020	Dec. 2020	Jan. 2021	Feb. 2021	Mar. 2021	Apr. 2021	May. 2021	June. 2021	July. 2021	Aug. 2021	Sept. 2021	Total
Engineer Martinez	41.45	46.96	0	44.67	118.34	92.72	114.13	85.67	14.43	133.11			691.48
FF Budzinski	54.79	59.49	77.09	85.13	74.5	78.43	42.45	84.48	56.78	76.04			689.18
FF J. Gonzales	72.55	0	0	0	19.65	41.23	20.41	28.34	48.23	20.96			251.37
FF Hernandez	72.7	37.85	42.26	80.67	71.62	67.32	37.6	29.27	68.57	31.6			539.46
FF Paris	171.71	192.73	214.82	346.44	370.77	298.78	299.57	131.23	154.88	58.22			2239.15
FF Ramirez	38.13	0	0	36.98	31.35	0	19.54	16.15	44.5	41.71			228.36
Cadet J Arenas	216.78	122.12	106.24	112.54	254.54	189.14	136.87	110.55	142.7	167.8			1559.28
Prob. W. Baumann	118.46	89.19	156.78	90.72	153.22	90.71	86.86	71.28	61.6	54.55			973.37
Prob. J. Chavez	23.88	46.76	173.04	43.37	92.28	125.53	58.95	53.61	88.79	74.35			780.56
Cadet. S. Compean	14	52.58	51.78	62.44	41.65	54.2	47.79	51.11	44.16	61.05			480.76
Cadet. B. Jones	46.8	96.76	0	114.53	144.7	100.12	112.02	78.24	82.23	74.04			849.44
Cadet. Tannert	85.57	121.21	196.56	246.21	200.02	119.24	96.36	138.32	86.32	106.87			1396.68
Cadet. Telfer				55.02	119.1	63.95	91.44	106.73	74.41	38.8			549.45
Cadet A. Throne						0	18.22	30.33	43.71	46.85			139.11
Cadet A. Pena						38.95	26.93	38.58	36.08	43.33			183.87
Cadet. A. Basen								43.24	50.41	0			93.65
Cadet W. Ramirez								35.16	37.35	43.29			115.8
Cadet. C. Meza								78.75	114.73	45.85			239.33
Total	1255.25	1245.62	1302.45	1424.58	1833.32	1455.51	1346.68	1289.12	1345.89	1118.42	0	0	13616.84

Summary Calls 2021

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Fire	30	60	28	22	24	23	31					
EMS	69	84	73	73	71	87	61					

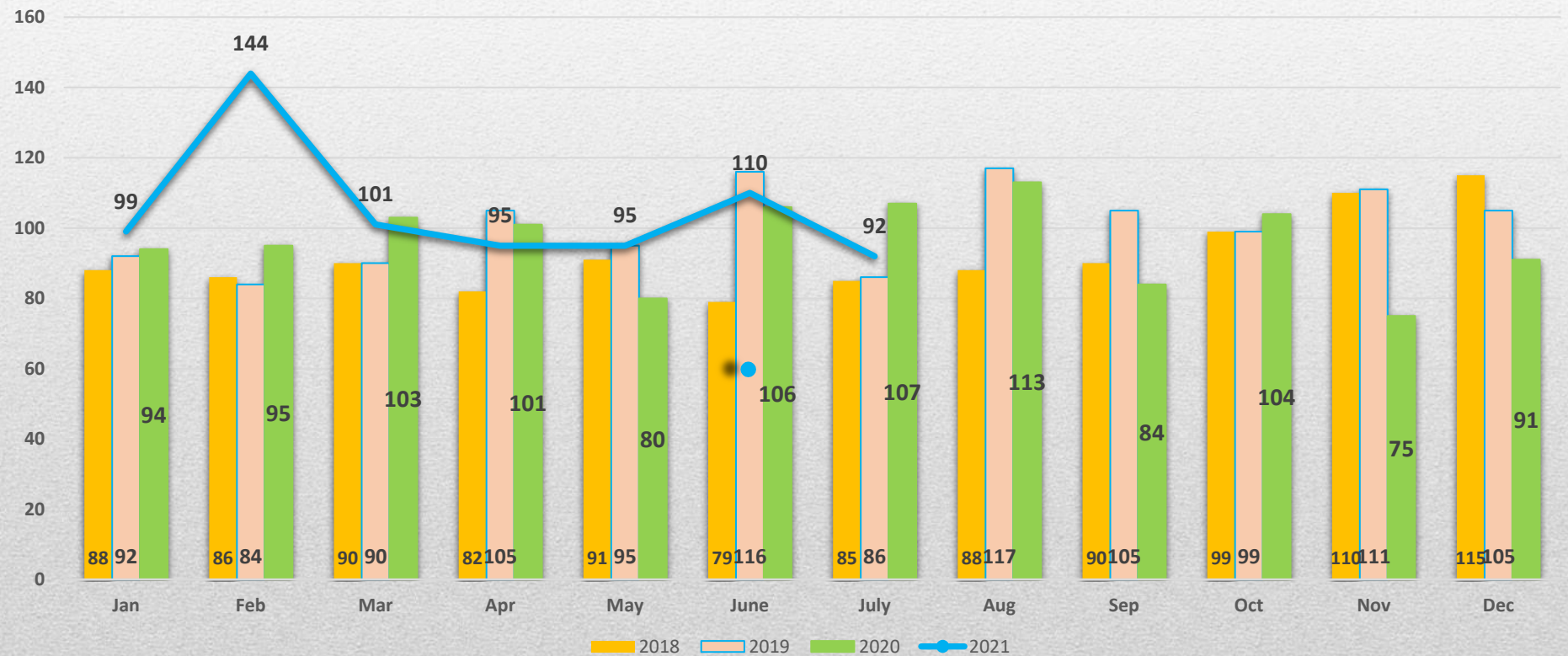


■ Fire ■ EMS

Historic Total Monthly Call Volume

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
2018	88	86	90	82	91	79	85	88	90	99	110	115
2019	92	84	90	105	95	116	86	117	105	99	111	105
2020	94	95	103	101	80	106	107	113	84	104	75	91
2021	99	144	101	95	95	110	92					

Total Calls





Dan Kramer

Fire Chief/Emergency Management Coordinator

Windcrest Fire Department

firechief@windcrest-tx.gov

210-655-0022 ext. 2180

WVFA July Financial Report

Projected Income

	Origl Budg	Amen Bud	Cur Per	YTD	Budget bal
SODA SALES	\$400.00	\$400.00	\$100.00	\$100.00	-\$300.00
GENERAL DONATIONS	\$4,000.00	\$4,000.00	\$1,514.07	\$4,900.76	\$900.76
GALA/PICNIC REVENUE	\$35,000.00	\$35,000.00	\$622.00	\$7,241.90	-\$27,758.10
COMMUNITY OUTREACH	\$1,000.00	\$1,000.00	\$0.00	\$954.49	-\$45.51
FILL THE BOOT	\$35,000.00	\$83,000.00	\$0.00	\$89,516.34	\$6,516.34
RESERVED TO OPERATIONS	\$0.00	\$15,000.00	\$0.00	\$0.00	-\$15,000.00
EMT/CARD CLASSES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$75,400.00	\$138,400.00	\$369.06	\$102,713.49	-\$35,686.51

BUDGETED EXPENSES

	Origl Budg	Amen Budg	Cur Per	YTD	Budget Bal
SODA MACHINE	\$1,000.00	\$1,000.00	\$209.00	\$209.00	\$791.00
STORAGE	\$2,500.00	\$2,500.00	\$186.00	\$1,694.40	\$805.60
PICNIC & GALA GROSS EXPENSES	\$20,000.00	\$20,000.00	\$0.00	\$6,187.98	\$13,812.02
COMMUNITY OUTREACH	\$3,000.00	\$3,000.00	\$96.65	\$1,551.02	\$1,448.98
TECHNOLOGY FUNDS	\$5,000.00	\$5,000.00	\$1,062.51	\$1,087.51	\$3,912.49
ADMINISTRATION	\$1,000.00	\$1,000.00	\$71.78	\$702.55	\$297.45
ASSOCIATION FUNCTIONS	\$1,500.00	\$1,500.00	\$86.54	\$1,354.79	\$145.21
FIRE/EMS EQUIPMENT	\$15,000.00	\$15,000.00	\$468.80	\$2,939.92	\$12,060.08
TRAINING	\$15,000.00	\$25,000.00	\$1,853.19	\$13,885.77	\$11,114.23
TRAINING TRAVEL EXPENSES	\$3,000.00	\$5,000.00	\$0.00	\$3,321.59	\$1,678.41
AUXILIARY FUNDS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SCHOLARSHIP FUNDS	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00
CHARITY DONATIONS	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00
SURETY BOND	\$200.00	\$200.00	\$0.00	\$0.00	\$200.00
APPARATUS RESERVED	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LEGAL SERVICES	\$5,000.00	\$5,000.00	\$0.00	\$250.00	\$4,750.00
EMERGENCY EXPENSES	\$500.00	\$500.00	\$0.00	\$0.00	\$500.00
Dorm	\$0.00	\$3,000.00	\$119.07	\$875.79	\$2,124.21
Fill the Boot	\$25,000.00	\$25,000.00	\$0.00	\$22,411.84	\$2,588.16
	\$100,200.00	\$115,200.00	\$4,153.54	\$56,472.16	\$58,727.84

BANK ACCOUNT TOTALS

FROST BANK	\$25,789.15
RBFCU Savings	\$14,890.14
RBFCU Checking	\$97,805.59
Bank Totals	\$138,484.88

Windcrest Police Department Monthly - July 2021

PATROL OPERATIONS SECTION

	JAN '21	FEB '21	MAR '21	APR '21	MAY '21	JUN '21	JUL '21	AUG '20	SEP '20	OCT '20	NOV '20	DEC '20	2021 YTD
PROACTIVE POLICE ACTIVITIES	3115	2763	2350	2947	2706	2112	2529	3496	3525	3360	6022	3410	18522
TOTAL CALLS FOR SERVICE	3539	3138	2897	3387	3136	2540	2961	3493	3532	3163	3494	3482	21598
COVER CALLS (2 PLUS OFFICERS)	189	220	151	127	135	86	124	258	261	210	261	214	1032
FELONY CHARGES	24	21	11	18	21	21	8	8	14	21	25	16	124
MISDEMEANOR CHARGES	84	55	20	30	50	33	31	58	54	58	65	24	303
D.W.I. ARREST	5	1	0	1	1	2	2	2	1	2	5	0	12
CURFEW VIOLATIONS (PATROL ONLY)	7	0	2	0	0	0	0	1	4	5	4	0	9
ARREST ON-CALL	20	10	13	15	21	21	12	21	24	18	22	11	112
ARREST ON-SIGHT	49	27	18	24	30	21	26	47	35	33	54	13	195
WARRANTS CLEARED (PATROL ONLY)	12	17	9	12	20	21	6	17	10	16	34	8	97
TOTAL MUNICIPAL COURT CITATIONS	633	442	396	915	669	481	552	819	611	566	708	301	4088
WARNING CITATIONS	360	338	233	312	257	178	220	179	182	135	221	77	1898
PARKING VIOLATION NOTICES	189	132	81	31	18	26	22	118	176	168	168	176	499
CRIME PREVENTION NOTICES	360	423	367	706	673	552	661	227	315	348	314	357	3742
BUSINESS / RESIDENTIAL CHECKS	1567	1255	1076	962	1009	768	958	1644	1734	1562	1648	1920	7595
IMPOUNDED VEHICLES	37	24	13	34	32	29	33	44	40	19	39	18	202
MENTAL HEALTH	6	5	5	3	3	6	6	6	6	7	10	8	34

SCHOOL RESOURCE OFFICER

SCHOOL SAFETY PATROL HOURS	0	0	0	0	0	0	4	0	3	15	4	0	4
ORGANIZATION AND PREP HOURS	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL EVENTS	0	0	0	0	0	0	1	0	0	1	0	0	1
TOTAL PRESENTATIONS	0	0	0	0	0	0	0	0	0	0	0	0	0

DISPATCHER ACTIVITY

OFFICER INITIATED CALLS	3203	2763	2493	2956	2707	2111	2538	3108	3123	2791	3180	3121	18771
TELEPHONE CALLS FOR SERVICE	301	325	322	338	371	358	346	305	376	341	271	298	2361
911 CALL FOR SERVICE	28	43	64	90	55	67	70	69	25	22	37	52	417
WALK IN CALL FOR SERVICE	7	7	18	3	3	4	7	11	8	9	6	11	49

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

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

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

Windcrest Police Department Monthly - JULY 2021

CRIMINAL INVESTIGATIONS UNIT SUMMARY

SPECIAL OPS DIVISION	JAN '21	FEB '21	MAR '21	APR '21	MAY '21	JUN '21	JUL '21	AUG '20	SEP '20	OCT '20	NOV '20	DEC '20	2021 YTD
FILED with DA	25	10	10	13	11	33	29	26	7	1	10	24	131
Closed, Pending Further Information	47	2	31	42	38	54	26	13	5	4	1	12	240
ACTIVE ARREST CASES PREPARING FOR THE DA	6	1	4	0	1	3	8	14	9	15	0	10	23
ACTIVE FUGITIVE	1	1	1	0	0	1	1	0	0	1	0	1	5
EXCEPTIONAL CLEARED	1	0	0	1	0	0	1	1	1	0	0	0	3
FILED w/ DA PENDING LABS	6	6	5	7	6	5	0	11	5	10	11	5	35
ACTIVE TOTAL	179	255	245	236	226	184	163	83	121	152	206	176	1488
UNFOUNDED	1	1	3	2	1	1	1	1	0	0	1	0	10
ASSIGNED	54	58	51	49	52	43	28	49	50	63	61	52	335
FELONY CASES ASSIGNED	23	21	26	19	24	18	11	18	19	23	25	26	142
MISDEMEANOR CASES ASSIGNED	31	37	25	30	28	25	17	31	31	40	36	26	193
EVIDENCE VIDEO FOR COURT	21	17	62	175	109	255	254	128	77	7	37	58	893
EVIDENCE SUBMITTED TO CRIME LAB	5	9	4	7	6	1	1	76	17	7	16	10	33
BACKGROUND INVESTIGATIONS APPLICANTS	0	4	8	3	0	6	4	1	0	2	1	0	25

CITIZENS' PATROL SUMMARY

PATROL HOURS	0	6	11	7	22	32	19	0	4	0	2	0	97
ORGANIZATION AND PREP	0	0	0	0	0	0	1	0	0	0	0	0	1
EVENTS	0	0	0	0	1	1	0	0	0	0	0	0	2
TRAINING AND MEETINGS HOURS	0	0	0	2	2	2	0	0	0	0	0	0	6
CITIZEN PATROL PARTICIPANTS	0	1	5	3	13	9	8	0	4	0	2	0	39

Windcrest Police Department Current Crime Map - July 2021

Due to system upgrades, the Map was unavailable this month.

WINDCREST POLICE DEPARTMENT

Incident	Reported	Nature	Incident address
2118876	12:24:16 07/02/21	BURGLARY - VEHICLE	8400 BLK IH 35 N
2118882	13:06:14 07/02/21	THEFT \$100 - \$750	8500 BLK FOURWINDS DR
2118893	15:11:56 07/02/21	BURGLARY - VEHICLE	4800 BLK WALZEM RD
2118984	11:30:00 07/03/21	BURGLARY - VEHICLE	4900 BLK WINDSOR HILL
2118994	18:10:03 07/03/21	THEFT \$750 - \$2,500	4900 BLK WALZEM RD
2119102	19:54:53 07/04/21	THEFT \$100 - \$750	7800 BLK IH 35 N
2119303	19:37:28 07/06/21	THEFT < \$100	4800 BLK WALZEM RD
2119304	20:07:09 07/06/21	CRIMINAL MISCHIEF \$2,500 - \$30,000	8900 BLK FOURWINDS DR
2119373	12:23:58 07/07/21	THEFT \$2,500 - \$30,000	5200 BLK CRESTWAY RD
2119906	21:52:05 07/12/21	THEFT < \$100	5100 BLK CRESTWAY RD
2120665	18:46:01 07/20/21	BURGLARY - VEHICLE	8200 BLK IH 35 N
2120950	19:48:14 07/23/21	BURGLARY - VEHICLE	4900 BLK CRESTWIND DR
2121052	17:59:20 07/24/21	THEFT < \$100	4800 BLK WALZEM RD
2121107	13:03:31 07/25/21	THEFT \$100 - \$750	4900 BLK WINDSOR HILL
2121304	16:10:01 07/27/21	BURGLARY - VEHICLE	8800 BLK CATTAIL CREEK
2121395	14:28:29 07/28/21	BURGLARY - VEHICLE	700 BLK GOLFCREST DR
2121407	15:26:39 07/28/21	THEFT < \$100	5400 BLK WALZEM RD
2121452	06:51:26 07/29/21	CRIMINAL MISCHIEF \$2,500 - \$30,000	7700 BLK IH 35 N
2121493	12:17:37 07/29/21	CRIMINAL MISCHIEF \$750 - \$2,500	7500 BLK IH 35 N

Windcrest Police Department Monthly - JULY 2021

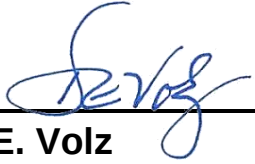
ITEM	JAN '21	FEB '21	MAR '21	APR '21	MAY '21	JUN '21	JUL '21	AUG '20	SEP '20	OCT '20	NOV '20	DEC '20	2021 YTD
JUNK VEHICLE	15	5	4	1	3	3	4	12	3	8	12	20	35
STREET USED FOR STORAGE (VEHICLE)	9	3	0	2	1	1	4	5	3	2	4	10	20
RV-BOAT-TRAILER ON DRIVEWAY/STREET	12	7	4	0	6	8	17	6	4	8	11	18	54
VEHICLES ON GRASS	6	2	0	3	1	1	2	5	5	2	5	8	15
OVERGROWN VEGETATION (FRONT)	7	3	0	3	17	15	38	5	20	13	9	5	83
OVERGROWN VEGETATION (ALLEY)	11	2	10	23	40	14	14	15	6	8	15	13	114
VACATED PROPERTY	9	9	9	7	10	8	8	8	8	11	10	9	60
OVERHANGING TREE LIMBS (STREET-ALLEY)	10	1	5	4	5	4	25	45	5	58	47	21	54
NO ALARM PERMIT (RESIDENTIAL)	5	3	0	2	0	0	0	1	1	0	0	0	10
NO ALARM PERMIT (COMMERCIAL)	3	1	16	1	2	1	0	2	0	0	0	6	24
NO BUILDING PERMIT (RESIDENTIAL)	5	8	11	3	8	3	5	18	5	15	11	13	43
NO BUILDING PERMIT (COMMERCIAL)	13	1	1	7	0	1	1	12	26	7	9	15	24
SWIMMING POOLS (STAGNANT)	3	0	0	1	2	2	4	1	0	0	2	1	12
SWIMMING POOLS (UNSECURED)	1	1	1	0	2	0	1	0	0	1	0	2	6
SOLID WASTE-REFUSE COLLECT (NON-PAY)	0	1	0	0	0	0	1	11	2	7	3	1	2
UNSIGHTLY-UNSANITARY CONDITION	41	16	45	31	42	20	22	32	20	31	26	31	217
GRAFFITI AND TOOLS	8	3	2	4	3	1	6	2	3	1	1	4	27
NOISE NUISANCE	2	1	0	0	0	0	1	0	0	0	2	1	4
SIGN ORDINANCE (VIOLATION)	5	3	0	20	10	1	3	5	2	4	15	12	42
BUSINESS/RESIDENTIAL FOLLOW UP	219	108	95	120	72	55	170	229	117	225	254	235	839
DAYLIGHT CURFEW-YOUTH (VIOLATIONS)	0	0	0	0	0	0	0	0	0	0	0	0	0
SOLICITORS (VIOLATIONS)	5	3	0	0	0	1	0	3	2	1	9	3	9
SIGNS (BANDIT)	31	22	18		12	23	30	41	29	48	63	42	136
TOTAL ISSUES ADDRESSED	250	130	97	120	92	84	356	234	118	225	254	235	1129
CITATIONS ISSUED (CODE)	0	0	0	0	0	0	14	2	1	0	0	0	14
CITATIONS ISSUED (TRAFFIC)	0	0	2	0	0	0	0	3	0	0	0	0	2
WRITTEN NOTICES ISSUED (CODE)	250	130	99	120	92	55	170	229	117	225	254	235	916
TOTAL ENFORCED	250	130	99	120	92	55	184	234	118	225	254	235	930

*NEW: Total of items addressed above and not just business and residential issues.

Windcrest Police Department Monthly - JULY 2021

WINDCREST POLICE DEPARTMENT ANIMAL CARE AND CONTROL UNIT

ITEM	JAN '21	FEB '21	MAR '21	APR '21	MAY '21	JUN '21	JUL '21	AUG '20	SEP '20	OCT '20	NOV '20	DEC '20	2021 YTD
CALLS FOR SERVICE (DISPATCHED)	28	24	18	24	14	16	23	39	44	38	32	37	147
CALLS FOR SERVICE (DIRECT)	3	2	48	23	26	35	25	3	5	2	1	2	162
TOTAL CALLS	31	26	66	47	40	51	48	42	49	40	33	39	309
DOGS RECOVERED	8	24	3	20	15	10	4	11	14	10	14	19	84
DOGS REGISTERED	12	3	16	14	15	13	11	12	6	11	6	7	84
DOGS QUARANTINED	0	0	0	1	1	0	0	0	0	0	0	1	2
DOGS IMPOUNDED	8	21	16	5	8	4	8	9	6	4	6	9	70
DOGS ADOPTED	3	2	13	3	3	5	0	5	0	4	3	1	29
DOGS FOSTERED	0	0	0	2	1	0	0	1	1	0	1	0	3
DOGS EUTHANIZED (INJURY AND/OR ILLNESS)	0	3	3	0	0	1	1	0	0	0	0	1	8
DOGS RETURNED TO OWNER (DIRECT)	0	3	16	5	6	3	4	2	4	3	6	8	37
DOGS RETURNED TO OWNER (IMPOUND FACILITY)	2	0	3	4	1	4	0	1	4	1	2	0	14
DOGS RUNNING AT LARGE (NO CATCH)	3	2	3	7	1	5	5	1	3	0	3	6	26
DOGS RECOVERED (WITH TAGS)	1	0	0	3	1	1	0	0	2	0	2	1	6
DOGS RECOVERED (WITH MICROCHIP)	0	1	0	4	5	3	0	2	3	1	1	3	13
CATS REGISTERED (DOMESTIC)	3	1	3	3	2	0	4	0	1	0	0	6	16
CATS STERILIZED (FERAL)	6	0	7	5	0	5	3	9	2	1	6	0	26
DECEASED DOMESTIC ANIMAL (ILL OR UNK)	0	4	3	1	0	4	5	2	0	1	1	2	17
WILD ANIMALS - (ILL OR UNK)	5	52	10	6	2	23	7	4	6	3	4	5	105
CITATIONS - LEASH VIOLATION	0	0	0	0	0	0	0	0	0	0	0	0	0
CITATIONS - ANIM AT LARGE	0	0	1	1	0	0	4	1	2	0	0	4	6
CITATIONS - ANIM VAC	0	0	1	0	0	0	4	1	2	0	0	4	5
CITATIONS - ANIM REG	0	0	1	0	0	0	4	1	2	3	0	4	5
WARNING - ANIM AT LARGE	2	1	0	0	2	3	0	1	3	3	0	1	8
WARNING - ANIMAL VAC	2	0	0	0	3	3	0	1	1	3	0	1	8
WARNING - ANIMAL REG	2	0	0	0	3	3	0	0	0	4	0	0	8
COST - IMPOUND/SHELTER	\$2,510.00	\$2,125.00	\$4,320.00	\$4,100.00	\$0.00	\$6,000.00	\$2,925.00	\$2,565.00	\$3,375.00	\$2,375.00	\$2,355.00	\$2,515.00	\$21,980.00
COST - VETERINARY/CARE	\$1,193.00	\$1,158.00	\$493.00	\$1,299.66	\$937.86	\$0.00	\$442.54	\$257.00	\$2,084.50	\$2,008.00	\$404.00	\$1,468.60	\$5,524.06
TOTAL COST	\$3,703.00	\$3,283.00	\$4,813.00	\$5,399.66	\$937.86	\$6,000.00	\$3,367.54	\$2,822.00	\$5,459.50	\$4,383.00	\$2,759.00	\$3,983.60	\$27,504.06



Darrell E. Volz
Chief of Police

August 6, 2021

Date

Please contact me with any questions concerning this report.

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

CITY OF WINDCREST MUNICIPAL COURT - OFFICIAL MONTHLY ACTIVITY REPORT

	Oct. 20	Nov. 20	Dec. 20	Jan. 21	Feb. 21	Mar. 21	Apr. 21	May. 21	Jun. 21	Jul. 21	Aug. 21	Sept. 21	TOTAL	Medium Average
Cases Filed	566	708	301	633	442	396	915	669	481	552			5663	566
Fines Paid	9	11	3	10	10	48	29	20	26	156			322	32
Bond Forfeiture	0	0	0	0	0	0	0	0	0	0			0	0
Not Guilty	5	5	3	6	12	7	3	18	17	13			89	9
Guilty	167	157	81	155	121	304	295	223	325	414			2242	117
Dismissed	35	37	21	11	15	69	74	77	100	104			543	54
Compliance Dismissals	20	14	8	8	11	7	1	2	0	3			74	7
Defensive Driving	47	28	28	45	14	24	26	28	31	25			296	30
Deferred Disposition	93	78	58	64	41	10	25	31	52	53			505	51
Insurance	0	0	1	0	1	1	1	4	5	3			16	2
Orders for Community Svc.	0	2	0	1	0	0	0	1	4	8			16	2
Appeals	0	0	0	0	0	0	0	0	0	0			0	0
TOTAL CASES HEARD	296	332	195	300	275	470	454	404	561	779			4066	407
Failure to Appear/Warrants	271	75	0	0	0	325	625	351	580	273			2500	250
Warrant Officer Fine/Fee Addressed	\$ 24,973.00	\$ 30,777.78	\$ 22,688.10	\$ 28,496.55	\$ 24,741.24	\$ 49,773.37	\$ 35,495.04	\$ 27,319.70	\$ 23,695.20	\$ 20,465.44			\$ 288,425.42	\$28,842.54
Warrant Officer Activity	260	156	124	168	257	363	165	111	165	79			1848	184.80
Court Fines	\$ 31,772.95	\$ 28,258.72	\$ 17,935.86	\$ 25,691.17	\$ 18,905.57	\$ 56,853.41	\$ 61,146.23	\$ 45,220.25	\$ 52,692.06	\$ 47,253.03			\$ 385,729.25	\$ 38,572.93
State Fees	\$ 26,893.67	\$ 23,581.86	\$ 11,959.08	\$ 18,335.32	\$ 14,842.25	\$ 35,196.12	\$ 31,499.75	\$ 35,290.11	\$ 42,616.15	\$ 40,813.01			\$ 281,027.32	\$ 28,102.73
City Share of State Fees (10%)	\$ 2,689.37	\$ 2,358.19	\$ 1,195.91	\$ 1,833.53	\$ 1,484.23	\$ 3,519.60	\$ 3,149.97	\$ 3,529.01	\$ 4,261.62	\$ 4,081.30			\$ 28,102.73	\$ 2,810.27
Court Technology Fund	\$ 1,115.05	\$ 987.93	\$ 487.12	\$ 719.25	\$ 618.65	\$ 1,642.77	\$ 1,621.21	\$ 1,523.66	\$ 1,800.76	\$ 1,732.45			\$ 12,248.85	\$ 1,224.89
Court Building Security Fund	\$ 1,273.54	\$ 1,129.38	\$ 552.30	\$ 824.98	\$ 702.17	\$ 1,772.15	\$ 1,781.82	\$ 1,710.69	\$ 2,105.22	\$ 2,026.16			\$ 13,878.41	\$ 1,387.84
Fee to Omni/State	\$ 1,005.89	\$ 958.64	\$ 403.17	\$ 1,181.86	\$ 629.34	\$ 2,951.43	\$ 2,954.34	\$ 1,607.33	\$ 1,720.79	\$ 1,028.27			\$ 14,441.06	\$ 1,444.11
Collection Agency Fees	\$ 2,125.44	\$ 3,412.37	\$ 1,700.04	\$ 7,086.90	\$ 2,515.64	\$ 4,395.33	\$ 2,067.59	\$ 4,013.59	\$ 3,697.69	\$ 4,236.87			\$ 35,251.46	\$ 3,525.15
TOTAL CITY REVENUE	\$ 34,462.32	\$ 30,616.91	\$ 19,131.77	\$ 27,524.70	\$ 20,389.80	\$ 60,373.01	\$ 64,296.20	\$ 48,749.26	\$ 46,877.77	\$ 51,334.33			\$ 403,756.07	\$ 40,375.61
PRIOR Years Total Collections	\$ 53,459.52	\$ 38,946.99	\$ 52,541.45	\$ 69,151.11	\$ 67,355.24	\$ 49,155.23	\$ 36,393.18	\$ 27,068.42	\$ 43,672.54	\$ 59,485.00	\$ 50,725.03	\$ 43,800.12	\$ 591,753.83	\$ 49,312.82

Persons Arrested (Held in WCPD)	0	0	0	0	0	0	0	0	0	0			0
Persons Incarcerated (HELD IN GC)	0	0	0	0	0	0	0	0	0	0			0
Cost of Incarceration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -

2019/2020Court Activity

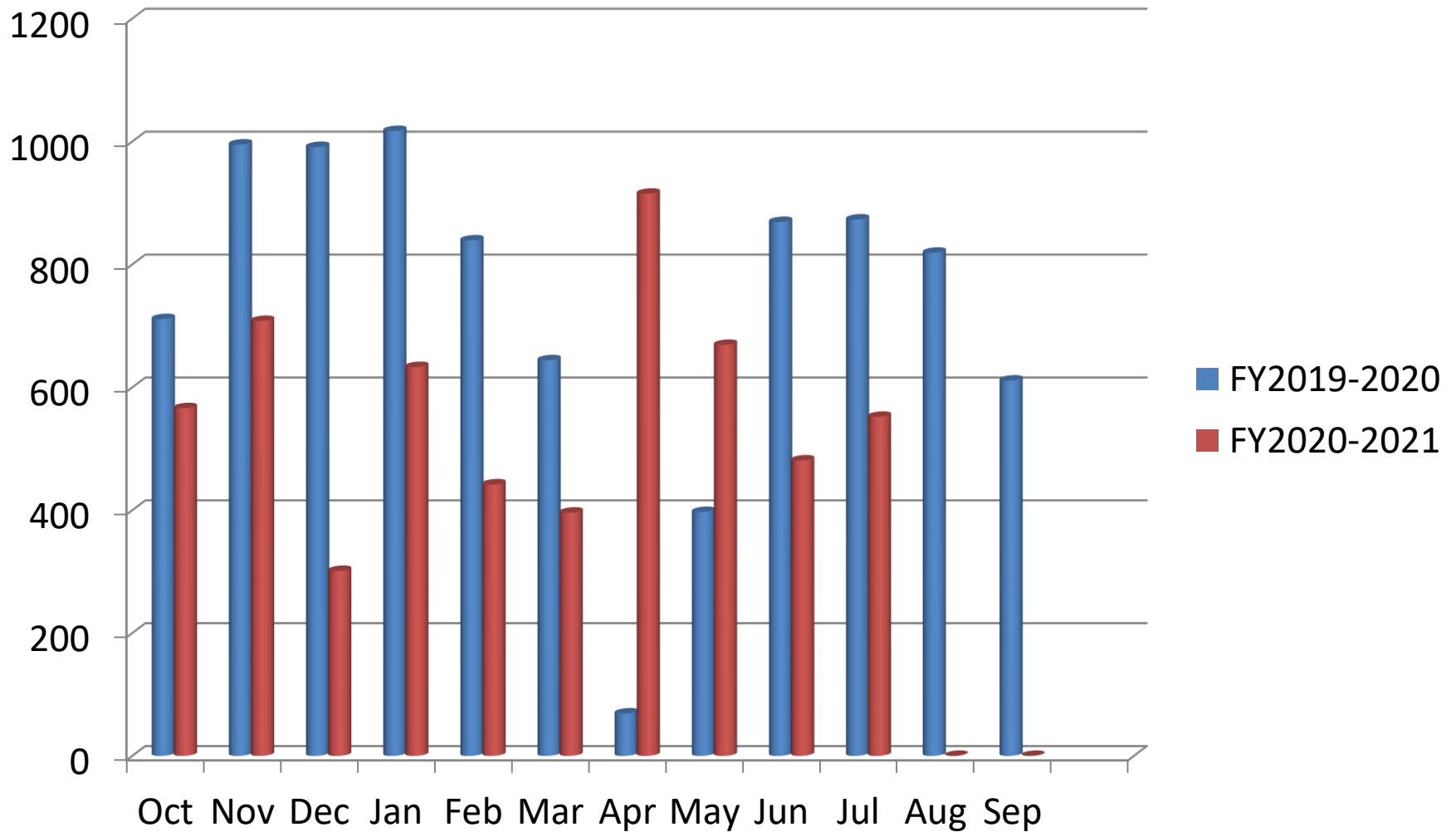
Cases Filed	711	995	991	1017	839	644	69	397	869	873	819	611	8835	
Court Fines	\$ 46,898.24	\$ 36,398.64	\$ 48,676.18	\$ 64,162.48	\$ 63,517.59	\$ 46,315.91	\$ 34,250.37	\$ 25,667.76	\$ 39,702.31	\$ 54,077.25	\$ 46,983.26	\$ 40,727.50	\$ 547,377.49	
TOTAL CASES HEARD	446	447	563	582	754	493	286	371	442	335	370	392	5481	
Persons Arrested	27	22	23	37	28	28	0	0	0	0	0	0	165	
Persons Incarcerated	2	1	0	0	0	0	0	0	0	0	0	0	3	
Cost of Incarceration	\$350	\$ 350.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ 700.00	
Warrant Officer Fine/Fee Addressed	\$30,756.20	\$36,973.88	\$ 33,040.26	\$44,855.53	\$64,821.33	\$ 45,589.09	\$35,510.51	\$31,997.49	\$44,892.64	\$51,960.26	\$ 50,137.29	\$ 54,247.55	\$ 524,782.03	\$43,731.84
Warrant Officer Activity	102	279	288	303	445	278	182	147	230	276	290	284	3104	259



CASES FILED

FY 2018/2019 vs. FY 2019/2020

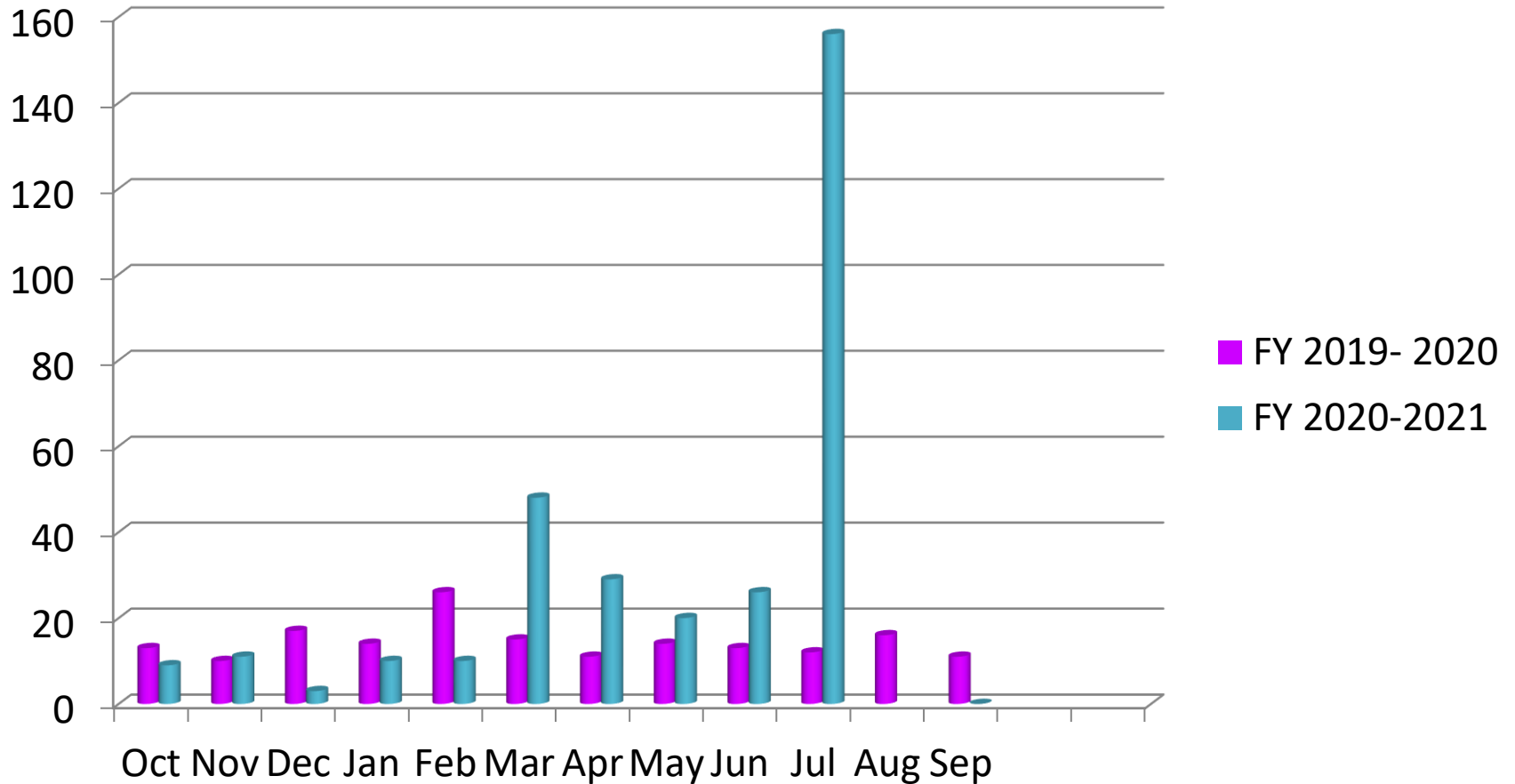
(Citations from Police Department, Code Enforcement, Animal Control)



FINES PAID

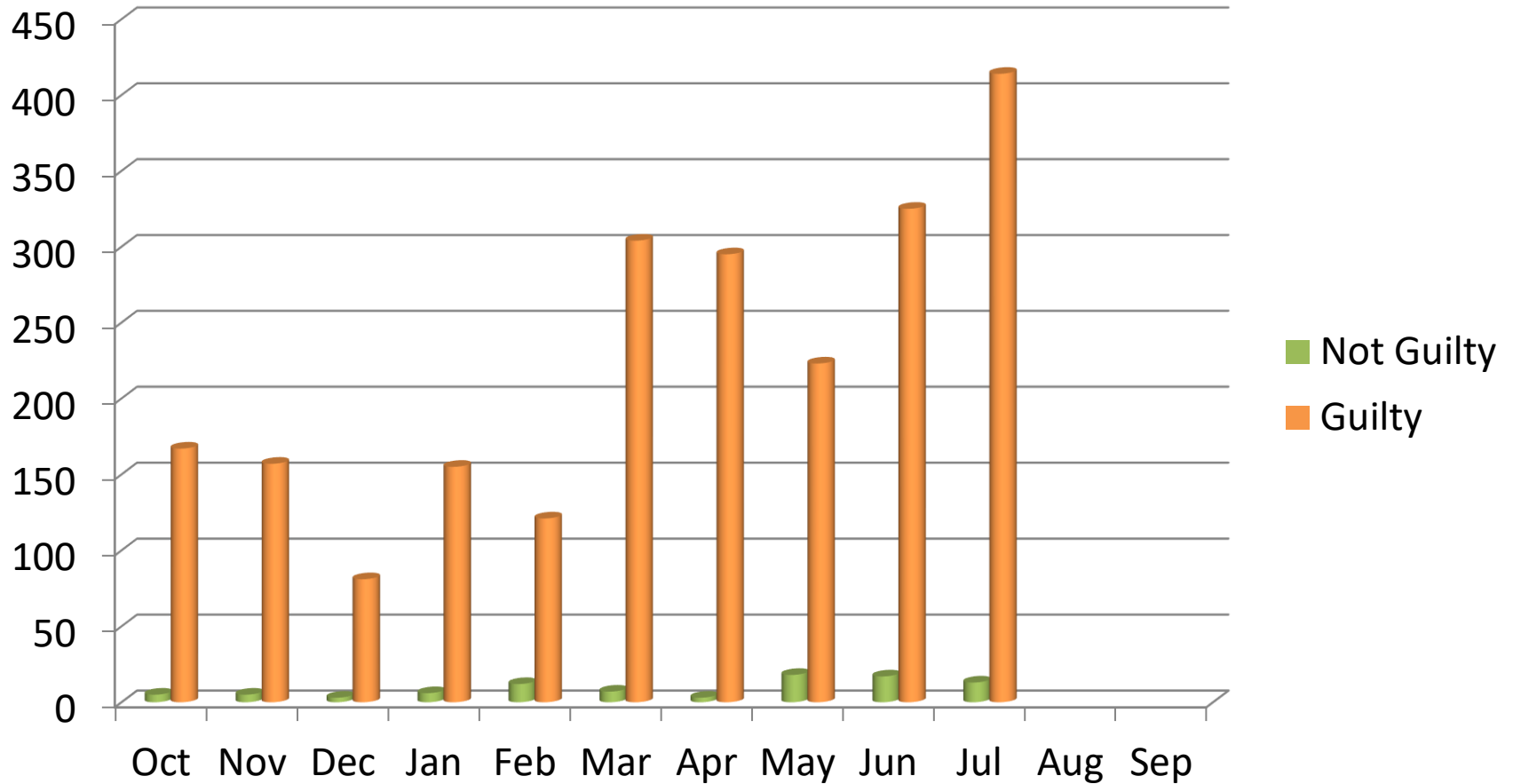
FY 2018/2019 vs. FY 2019/2020

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



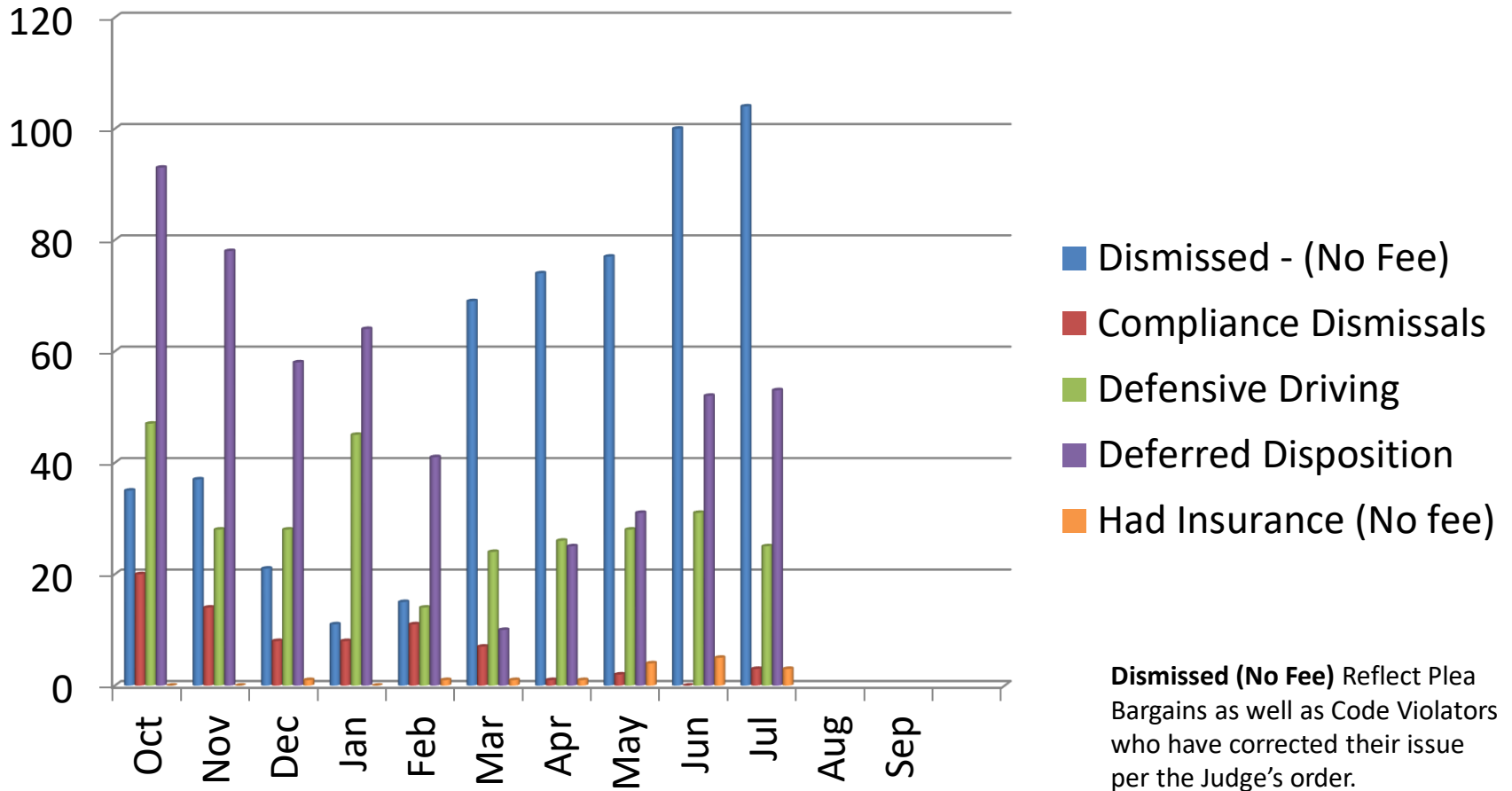
NOT GUILTY / GUILTY

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

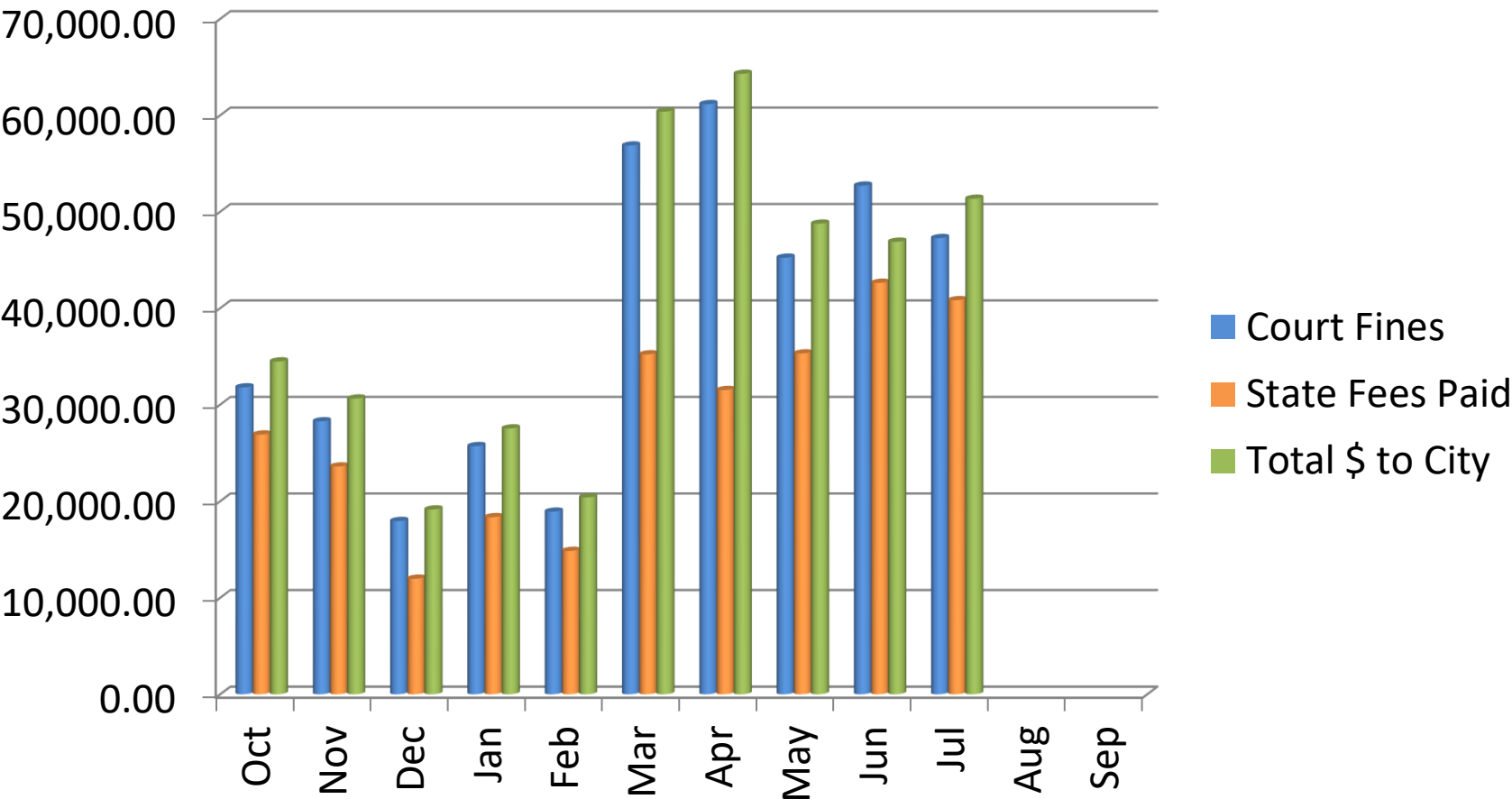


DISMISSALS

(Numbers only, not \$ amounts)

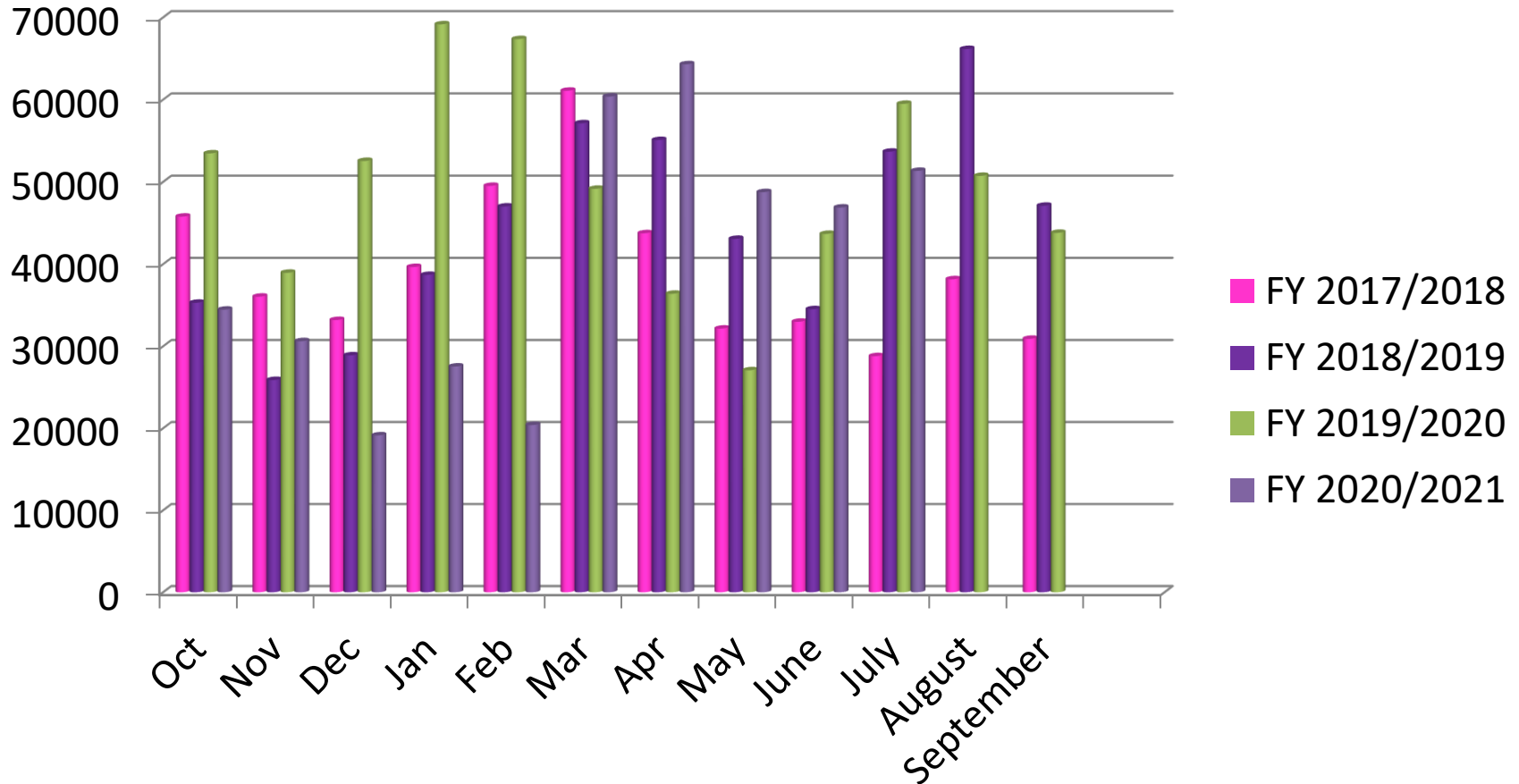


DISTRIBUTION OF TOTAL COURT COLLECTIONS



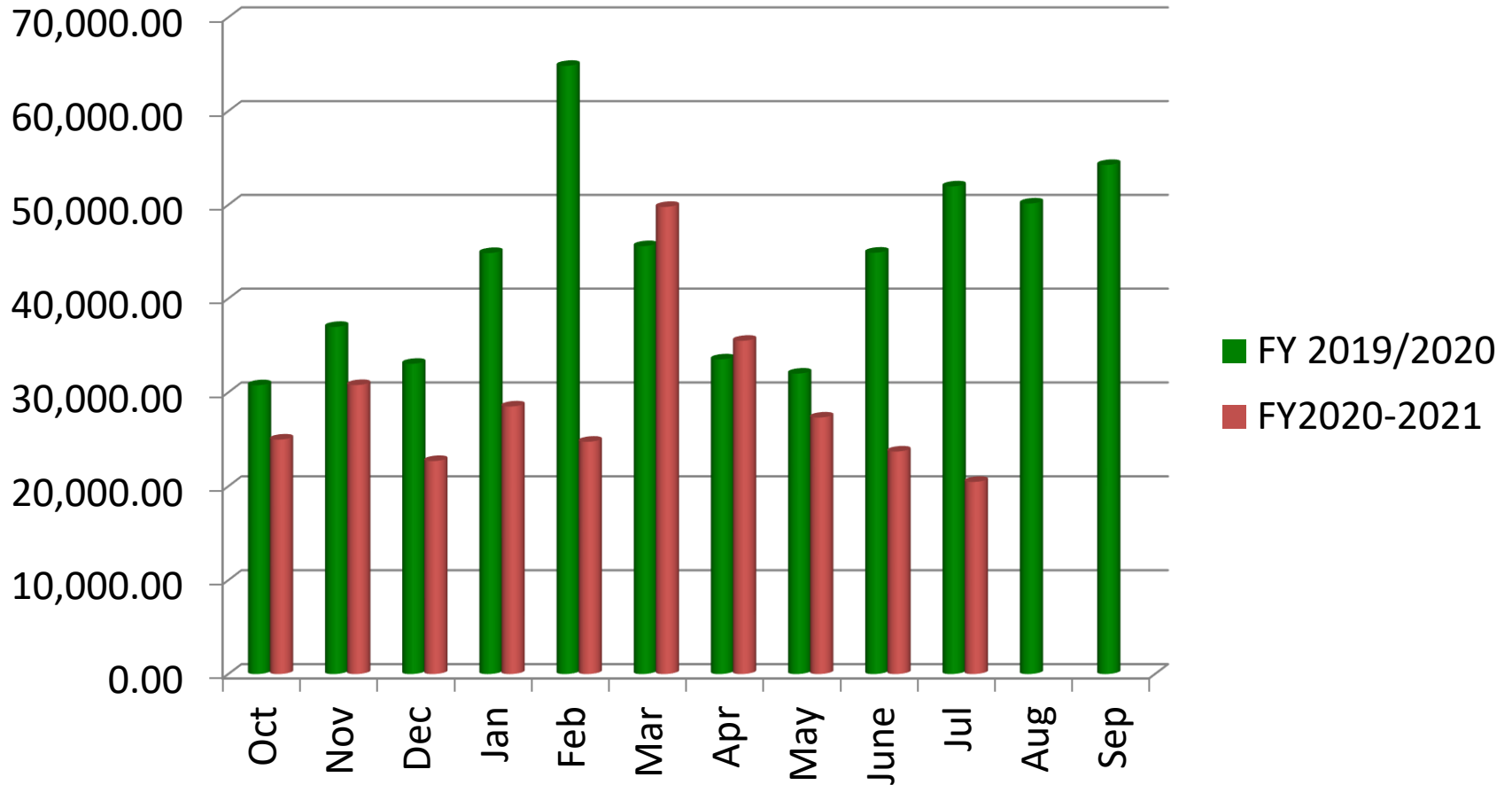
TOTAL CITY REVENUE FROM COURT

(4 year comparison)



WARRANT COMPARISON OF FINES AND FEES COLLECTED

(FY 2018– 2019 vs FY 2019 – 2020)



PROJECT HIGHLIGHTS

- **Tree trimming at all city parks.**
- **Sprayed for weeds in playground and at walking trails.**
- **Walzem Road trash clean up.**
- **Manhole clean up in alley by Bueche Cemetary.**
- **Prep work for Fourth of July parade route and festivities.**
 - **Barricade along parade route.**
 - **Set up stage, tents, tables, and chairs.**
 - **Clean up during and after.**
- **Alley repair & prep**
 - **Bueche Cemetary alley**
- **Installation of street/directional signage at King Arthur St.**
- **Cleaned up island at Takas Park / Windy Hollow Pond.**
- **Cleared storm drain covered with road material at Walter Raleigh.**



WEDC Report to the City Council –August 16, 2021

Jennifer Newman, President of the Board

Overall Activity

A quick update on some key projects:

The Alamo NEX project has narrowed their site selection to 2 buildings in the NE area. Global CRES Four Winds South Building is a finalist. As a reminder this is the consortium that will expand and double deck IH 35, it will bring 150 high paying jobs, including 50 TXDot professionals to the location for 6 to 8 years. WEDC has been very aggressive and worked closely with the building owner to attract this regional headquarters to Windcrest. Keep your figures crossed!

Thank you, Council, for passing the Resolution related to the Walzem Partners 3 / Chipotle project, I understand you have one more reading tonight and would urge you pass it. This will allow us to finalize our MOU and draft the final performance agreement, which would come back to you for final approval. A reminder of the economic impact of this project: on the City revenue side alone, it will generate an estimated \$40,000 per year in sales tax revenue and approximately \$11,000 of new property taxes when at full operations. What we are most excited about is getting a brand-new building on Walzem, where the Shell Station use to stand.

Although Shoney's has now closed due to the expiration of their lease; we are working diligently to identify a new business for the site on the access road of IH 35. Currently we have one restaurant that is very interested and we met last week with a Real Estate Investment Trust (REIT) that is a potential new

owner for the property. Shoney's was with us since the 1980s and will be missed, but we are viewing this as an opportunity to bring a new investment and business.

A reminder to Council that the grand opening for the Compass Rose Charter School (first phase, the elementary) is on September 23rd. I understand they have had great success with the new enrollment. The mayor also found out during his visit to the school that if a Windcrest citizen wanted to enroll a middle or high school student they could take them to the new school daily and Compass Rose would provide free transportation to one of the other campuses in the area, till the Windcrest schools are completed. Of course, we are still working with Building Hope Real Estate, who purchased and developed the school to find a use for the balance of the property.

I have one another reminder, the official grand opening of the Global Four Winds Towers will take place on September 16th and will be hosted in part by the Greater San Antonio Chamber of Commerce. The event will include the mayor making welcoming comments, tours of the buildings and a mixer to encourage attendance and interaction with visitors and potential tenants. WEDC is working with Global and will provide information on the buildings as well as our new Community Profile (which will be ready by the first week in September) targeting potential tenants and real estate brokers that will be invited to the event.

Technical Assistance & Business Retention & Expansion Visits

This past month technical assistance was provided to 6 businesses and one citizen who was requesting information on Zoning and other requirements for a potential business.

Business Retention & Expansion visits were made to 5 businesses which included Royalty Taxes, Prints R Us Plus, The Next Level Barber Shop, Pollo Asados Los Nortenos and G & R Fire Detection which is a brand-new business in Windcrest that specializes in Fire Alarm Installation, testing, maintenance and monitoring for large corporations.

Social Media Analytics

The attached summary covers the analytics for the month of July concerning our Social Media efforts and as requested compares the numbers to the prior month.



WEDC SOCIAL MEDIA ANALYTICS

FACEBOOK

Total Followers: 138	June	July
Monthly number of Posts	7	6
Page Views	32	11
Post Reach	111	117
Post Engagement	44	55
3-Second Video Views	0	26
New Followers	0	0
Responsiveness	100%	100%

INSTAGRAM

Total Followers: 64	June	July
Monthly number of Posts	6	2
Accounts Reached	33	30
Content Interactions	9	3
New Followers	0	0

LINKEDIN

Total Followers: 64	June	July
Monthly number of Posts	1	1
Page Views	28	32
Post Impressions	19	14
New Followers	0	3

TWITTER

Total Followers: 2	June	July
Monthly number of Tweets	5	4
Tweet Impressions	1,945	1,634
Profile Visits	2,923	3,131
New Followers	0	0



Office of City Secretary

Department Head Report for the month of July 2021

August 16, 2021



CONTRACTED INSPECTIONS

- Permit Inspections: 84
- Health Inspections: 14
- Plan Reviews: 21
- Fire Inspections: 77
 - Permit Division: 4
 - Fire Department : 73

BUILDING PERMITS

- 117 - Permits Issued
- \$254,569 -Total Valuation
- \$8,761.05 - Total Payments

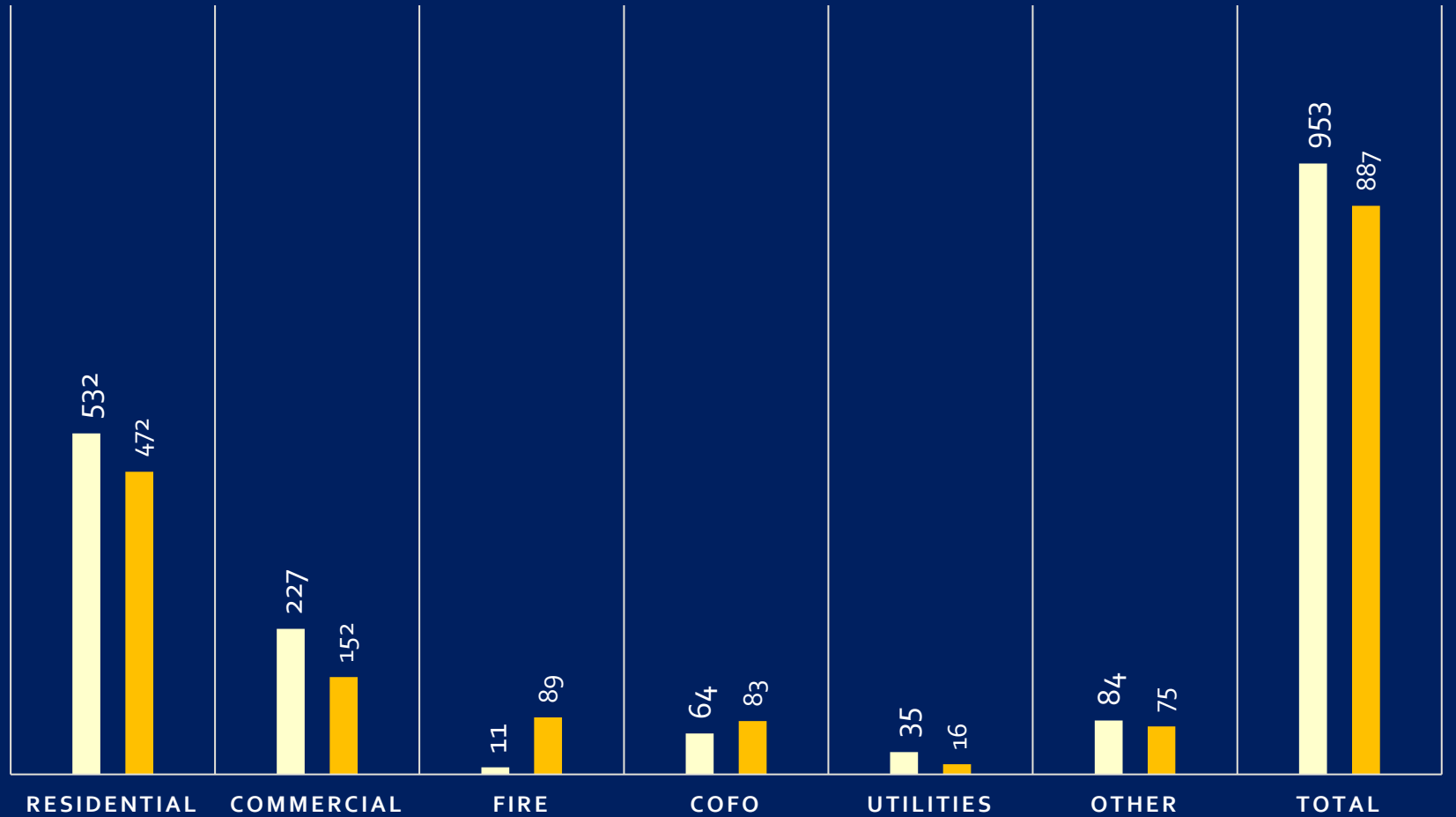
PUBLIC INFORMATION REQUESTS

- 36 requests received
 - 31 WPD
 - 5 OCS/Permits Division



PERMITS FY19/20 VS. FY20/21

19/20 20/21





Windcrest Contract Postal Unit

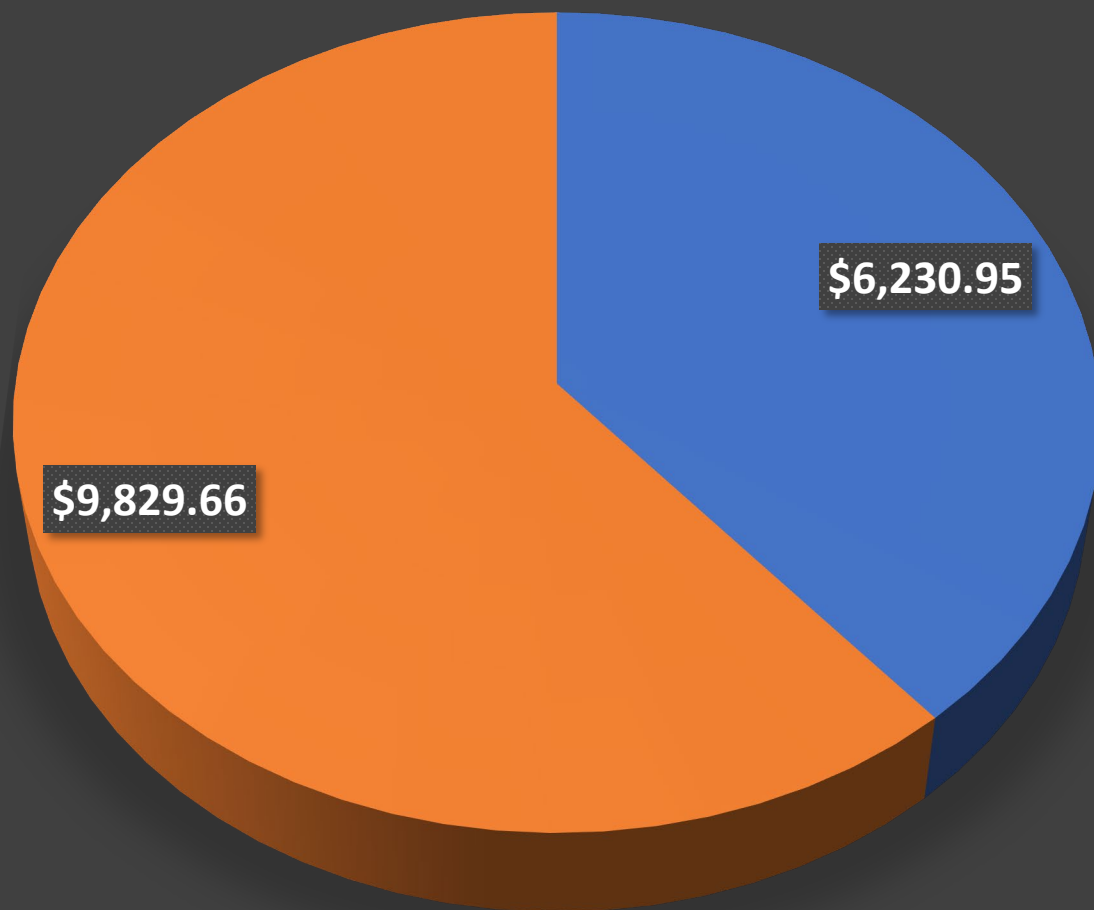
Item Summary

7/1/2021 to 7/31/2021

Department	Item Name	Qty Sold	Ext Price
007 Forever Stamps	Star Wars Droids	1	11
007 Forever Stamps	Garden Beauty Bklt	105	1,155.00
007 Forever Stamps	Book of Flags	193	2,123.00
007 Forever Stamps	Flag Coil	30	1,650.00
007 Forever Stamps	Purple Heart Stamp	2,349	1,291.95
007 Forever Stamps		2,678	6,230.95
110 Meter Postage	Certified Mail	45	162
110 Meter Postage	First Class Letter	582	220.85
110 Meter Postage	Flat Rate Legal Mailer	4	33
110 Meter Postage	Insurance	8	29.75
110 Meter Postage	Certified w /Postage	63	309.64
110 Meter Postage	Priority Mail	90	1,409.75
110 Meter Postage	Small Flat Rate	10	84.5
110 Meter Postage	Padded Flat Rate Mailer	58	495.9
110 Meter Postage	.50 First Class Letter	256	130.56
110 Meter Postage	Express Flat Rate Padded Mailer	9	242.55
110 Meter Postage	Priority Flat Rate Envelope	120	954
110 Meter Postage	Express Flat Rate Envelope	13	342.7
110 Meter Postage	Retail Ground	130	2,068.14
110 Meter Postage	Medium Flat Rate	57	883.5
110 Meter Postage	First Class Flat	174	258.42
110 Meter Postage	Large Flat Rate	18	394.2
110 Meter Postage	Media Mail	29	108.45
110 Meter Postage	Retail Parcel Post	195	973.45
110 Meter Postage	Express Mail	3	160.7
110 Meter Postage	Certified Return Receipt ONLY	88	567.6
110 Meter Postage		1,952	9,829.66
		4,630	16,060.61
	Total Customers 1,145		



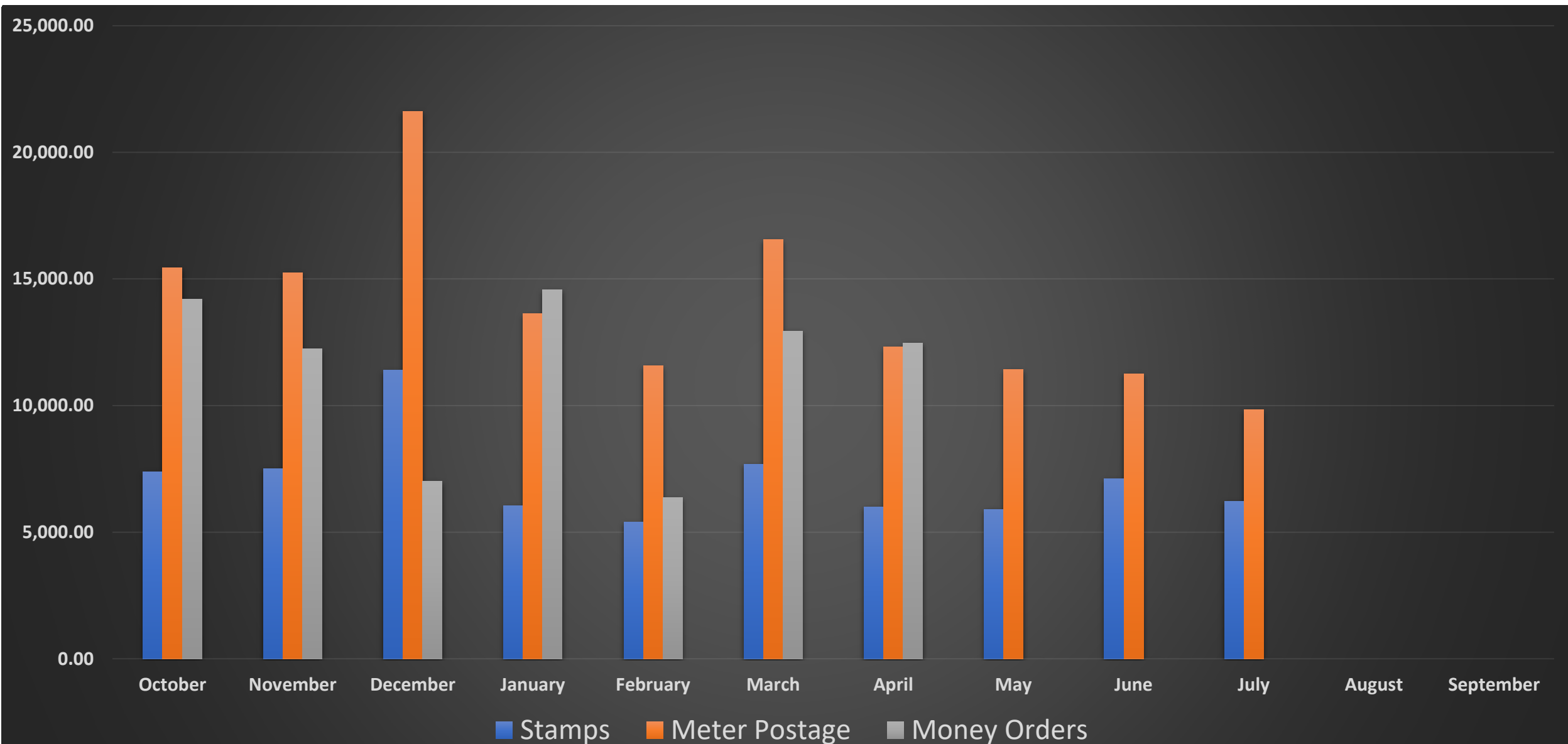
July Post Office Sales



■ Stamps ■ Meter Postage

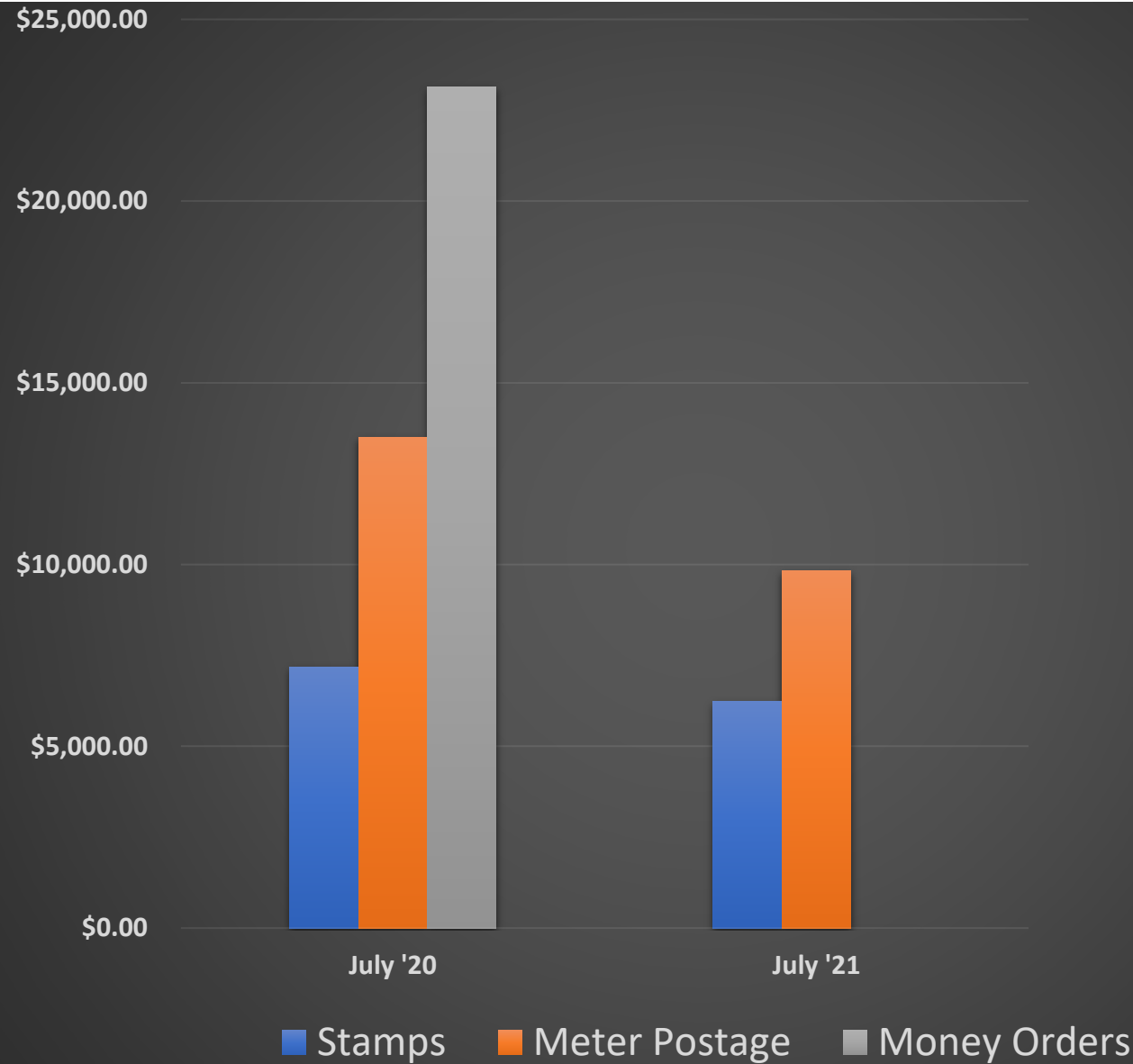


Monthly Sales FY 20/21





2020 vs 2021



ORDINANCE NO. 2021-014(O)

**AN ORDINANCE ADOPTING AN ORGANIZATIONAL
CHART AND DEPARTMENTAL CLASSIFICATIONS**

WHEREAS, the City Charter requires the City Council to establish the city's organizational chart and departmental classifications in Section 3.03 (3) and Section 5.01.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WINDCREST THAT the attached organizational chart with departmental classifications is hereby approved and adopted as required by the City Charter and that the previous organizational charts are repealed.

This ordinance shall take effect upon its final passage, and it is so ordained.

DULY PASSED ON FIRST READING, on the 16th day of August, 2021 at a regular meeting of the City Council of the City of Windcrest, Texas, which was held in compliance with the Open Meetings Act, Gov't. Code §551.001, et. Seq. at which meeting a quorum was present and voting.

DULY PASSED AND APPROVED, on the 13th day of September, 2021 at a special meeting of the City Council of the City of Windcrest, Texas, which was held in compliance with the Open Meetings Act, Gov't. Code §551.001, et. Seq. at which meeting a quorum was present and voting.

CITY OF WINDCREST, TEXAS

Dan Reese, Mayor

ATTEST:

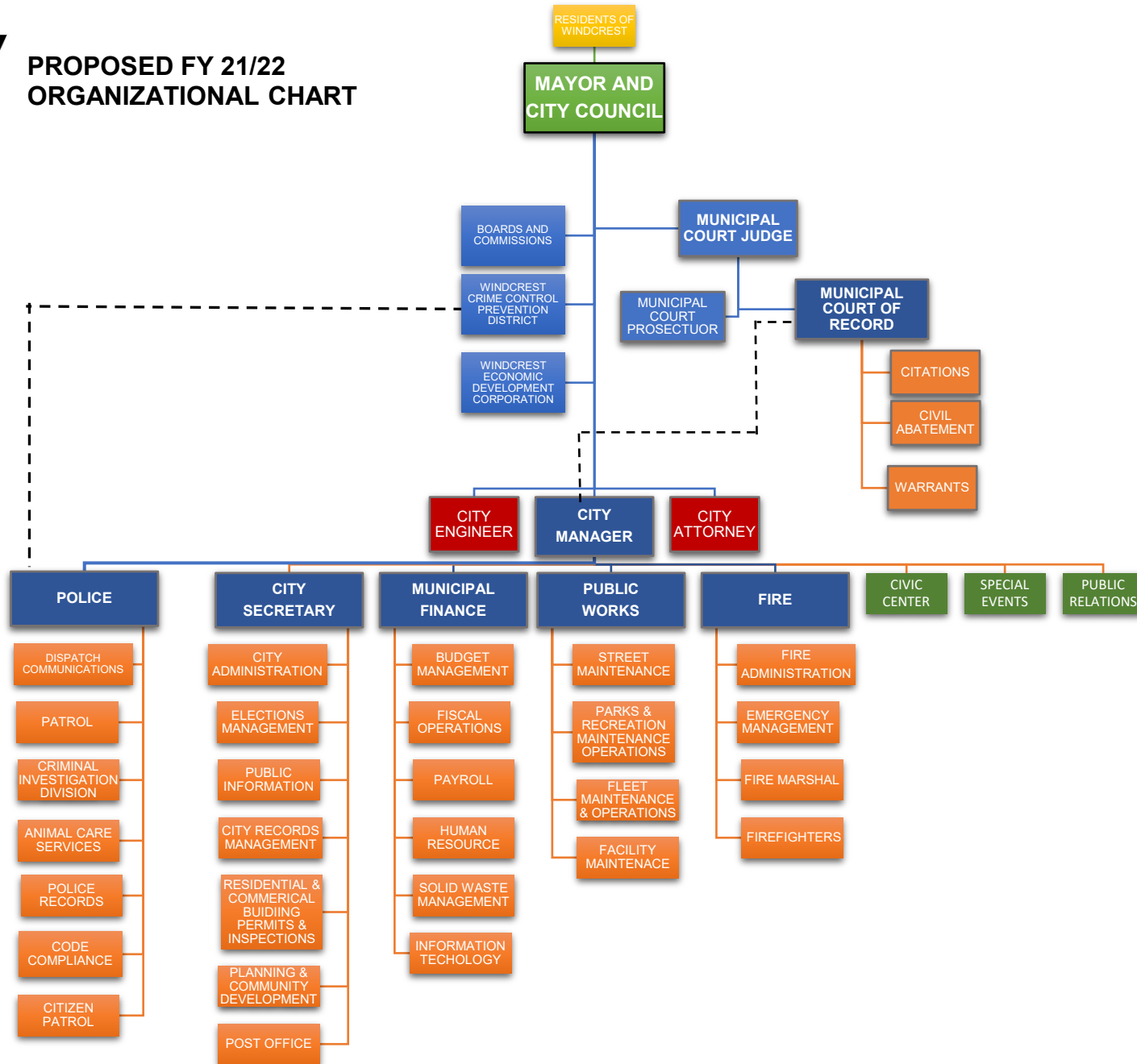
Rachel C. Dominguez, City Secretary

APPROVED AS TO FORM:

Ryan S. Henry, City Attorney



PROPOSED FY 21/22 ORGANIZATIONAL CHART



ORDINANCE NO. 2021-015(O)

AN ORDINANCE AMENDING THE MASTER FEE SCHEDULE BY SETTING FEES FOR VARIOUS CITY SERVICES AND CONSOLIDATING THOSE FEES FOR CONVENIENCE; AMENDING VARIOUS CITY ORDINANCES; AND CONTAINING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, the City of Windcrest has adopted numerous ordinances that provide for various fees and charges that are subject to change from time to time; and

WHEREAS, the City has determined that it would be convenient to consolidate those fees in one ordinance that can be reviewed and amended as needed from time to time; and

WHEREAS, the City has determined that the fees and charges specified herein are reasonable, necessary, fair and designed to fund the various activities to which they pertain; and

WHEREAS, the City has determined that the fees set forth herein will promote the health, safety, and welfare of the citizens of Windcrest; and

WHEREAS, this ordinance was adopted at a meeting of the Windcrest City Council held in strict compliance with the Texas Open Meetings Act at which a quorum of the City Council was present and voting;

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

SECTION 1. Rates Imposed.

The City hereby adopts the Fee Schedule attached as Exhibit "A" and "B" hereto and imposes the fees set forth therein upon the services, activities, events, materials, and supplies that are described therein. These rates shall be collected by the City in accordance with the various City ordinances that more particularly describe each of the fees.

Sanitation rates (Exhibit B) are subject to Consumer Price Index (CPI) increase for Commercial and Residential rates.

SECTION 2. Ordinances Amended.

Each City ordinance that originally provided a fee, charge, or fine that is mentioned on Exhibit "A" and "B" is hereby amended as shown on Exhibit "A" and "B".

SECTION 3. Severability.

Should any portion or part of this ordinance be held for any reason invalid or unenforceable by a court of competent jurisdiction, the same shall not be construed to affect any other valid portion hereof, but all valid portions hereof shall remain in full force and effect.

SECTION 4. Effective Date.

This ordinance shall be effective upon passage and publication as required by state and local law.

DULY PASSED ON FIRST READING, on the 16th day of August, 2021 at a regular meeting of the City Council of the City of Windcrest, Texas, which was held in compliance with the Open Meetings Act, Gov't. Code §551.001, et. Seq. at which meeting a quorum was present and voting.

DULY PASSED AND APPROVED, on the ____ day of September, 2021 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

**City of Windcrest
Proposed Master Fee Schedule
FY 2020/2021
Ordinance 2021-015(O)**

ANIMAL CONTROL

Deposits	
Rabies Vaccination	\$50.00
Sterilization:	
Male Cat	\$75.00
Female Cat	\$90.00
Male Dog	\$75.00
Female Dog	\$90.00
Pet Tags	
Sterilized and Microchipped	Free
Sterilized Only	\$ 5.00
Not Sterilized	\$25.00
Duplicate Pet Tag	\$ 2.00
Reclamation	
1st time dog is reclaimed instance per resident, one dog	\$0.00
2nd time dog is reclaimed instance per resident, per dog	\$0.00
3rd time dog is reclaimed instance per resident, per dog	\$75.00
4th time & subsequent times dog is reclaimed instance per resident, per dog	\$200.00
Citations and Fines	
Animal Cruelty	Citation
Dog Off Leash	Citation
Improper Animal Transport	Citation
Inadequate Care and Shelter	Citation
Each instance per residence per cat outside not sterilized	\$50.00
Rabies immunization for reclaimed animals without current proof of vaccination	\$10.00
Fine for animals in violation of Windcrest Code of Ordinances, Sec. 6-59(b), requiring identification tags or microchip	\$25.00

Violation of Windcrest Code of Ordinances, Sec. 6-62, requiring leashing or containment of dogs when under owner's control but outside of owner's fenced premises (The owner will also pay all boarding fees)	\$100.00
Dogs captured who have not been registered with the City, an additional (No proof of vaccination cost will be paid by owner)	\$100.00

BUILDING AND BUILDING CODE****A. RESIDENTIAL PERMIT FEES**

NEW CONSTRUCTION	
Single-Family Residential	\$950.00 plus \$0.52 per square foot of living space
Curb Cuts/Driveways	\$50.00
Certificate of Occupancy (nonrefundable)	\$100.00
Variance Request	\$150.00
Moving Permit	\$100.00
Demolition Permit	\$200.00
Dumpster Permit	\$100.00
Plan Review Fee	\$475.00
Revised Plan Review Fee	\$100.00
Non-Compliance Fee (work started or performed without a permit)	\$100.00 plus 2x the permit cost. Payment of the double fee shall not relieve any person from fully complying with the requirements of the Code in the execution of the work, nor from any other penalties prescribed herein.
Re-Inspection Fee (for failed inspections)	\$75.00 per failed inspection
Failure to Correct Fee (Code violations)	Citation
Accessory Buildings - (Buildings used as a tool shed, greenhouse, playhouse, storage shed, or other similar use, located in an R-1 zoned district)	Tier 1: 144 sq. ft – 200 sq. ft.: \$50.00 Tier 2: 201 sq. ft. – 250 sq. ft.: \$75.00 Tier 3: > 250 sq. ft.: \$100.00
RESIDENTIAL REMODELS/MAINTENANCE	
Foundation	\$55.00
Driveways	\$55.00
Sidewalks	\$55.00
Re-roofs	\$55.00
Fence	\$55.00
Windows Installation/Replacement (Frame)	\$55.00
Accessory Buildings - (Buildings used as a tool shed, greenhouse, playhouse, storage shed, or other similar use, located in an R-1 zoned district)	Tier 1: 144 sq. ft – 200 sq. ft.: \$50.00 Tier 2: 201 sq. ft. – 250 sq. ft.: \$75.00 Tier 3: > 250 sq. ft.: \$100.00
Variance Request	\$35.00
Demolition Permit	\$100.00
Dumpster Permit	\$50.00
Plan Review Fee (Building Inspector)	\$55.00
Revised Plan Review Fee (Building Inspector)	\$50.00

Non-Compliance Fee (work started or performed without a permit)	\$50.00 plus 2x the permit cost. Payment of the double fee shall not relieve any person from fully complying with the requirements of the Code in the execution of the work, nor from any other penalties prescribed herein.
Inspector Consultation or Site Visit Fee / Additional Inspection	\$50.00
Re-Inspection Fee (for failed inspections)	\$75.00 per failed inspection
Failure to Correct Fee (Code violations)	Citation
RESIDENTIAL TRADE PERMITS	
Plumbing Permits	
New Construction	\$250.00
Remodel	\$200.00
Issue Permit (Base Fee)	\$50 +
Water Softener	\$5.00
Sewer	\$5.00
Water Heater	\$5.00
Water Piping	\$5.00
Water Line	\$5.00
Gas Test	\$5.00
Bath/Shower	\$5.00
Lavatory/Sink	\$5.00
Lawn Irrigation/Sprinklers	\$100.00
HVAC/Mechanical Permits	
Issue Permit (Base Fee)	\$50.00
New Construction	\$200.00
Replace Unit	\$100.00
A/C Air Duct Replacement	\$150.00
Electrical Permits	
Issue Permit (Base Fee)	\$50.00
New Construction	\$200.00
Remodels	\$150.00
Temporary Meter Loop (TML)	\$50.00
Temporary on Permanent Set (TOPS)	\$50.00
Solar Panels	\$150.00
RESIDENTIAL FIRE RELATED PERMIT FEES	
Fire Sprinkler System	
Installation	\$240.00
Repair	\$180.00
Plan Review	\$100.00
Revised Plan Review Fee	\$60.00
Fire Alarm System	
Installation	\$240.00
Repair	\$180.00
Plan Review	\$100.00
Revised Plan Review Fee	\$60.00
False Alarm Fees	

4 or 5 False Alarms within preceding 12 months	Citation
6 or 7 False Alarms within preceding 12 months	Citation
8 or more False Alarms within preceding 12 months	Citation
MISCELLANEOUS RESIDENTIAL PERMITS AND FEES	
Oak Tree Trimming and Removal Permit	\$ 5.00
Swimming Pool/Hot Tub/Spa	\$160.00, includes 3 feet wide deck. Electrical permit required and pulled by the contractor.
Decks, Gazebos, Pergolas, Pool Decks	\$100.00
Drain Pool (without sewer connection)	\$5.00
Temporary Storage Container (30 Days)	Tier 1: Under 8 ft.: \$25 Tier 2: 8-12 ft.: \$30 Tier 3: 12 - 16 ft.: \$35
Permit Cancelation Fee	25% of original permit cost.

B. COMMERCIAL PERMIT FEE SCHEDULE

PERMIT FEES RELATED TO CONSTRUCTION, REMODEL, INSTALLATION, REPLACEMENT, AND DEMO		
\$500 or less of total value		\$75.00
\$501 to \$2,000 of total value		\$75.00 + \$3.05 for each hundred or fraction thereof over \$500.00
\$2,001 to \$25,000 of total value		\$75.00 + \$14.00 for each thousand or fraction thereof over \$2,000.00
\$25,001 to \$50,000 of total value		\$391.75 + \$10.10 for each thousand or fraction thereof over \$25,000.00
\$50,001 to \$100,000 of total value		\$643.75 + \$7.00 for each thousand or fraction thereof over \$50,000.00
\$100,001 to \$500,000 of total value		\$993.75 + \$5.60 for each thousand or fraction thereof over \$100,000.00
\$500,001 to \$1,000,000 of total value		\$3,233.75 + \$4.75 for each thousand or fraction thereof over \$500,000.00
\$1,000,000 and higher of total value		\$5,608.75 + \$3.65 for each thousand or fraction thereof over \$1,000,000.00
Permanent Sign		
Tier 1	≤144 SQFT	\$100.00
Tier 2	144-400 SQFT	\$250.00
Tier 3	>400 SQFT	\$500.00

Temporary Sign*	Height not to exceed 8ft	\$100.00
<i>*Temporary sign means any sign, banner, pennant, valance or advertising display constructed of cloth, canvas, light fabric, cardboard, wallboard or other light materials, with or without frames intended to be displayed for a limited period of time.</i>		
Fence Permit		\$55.00
Dumpster Permit		\$100.00
Plan Review Fee		\$475.00
Revised Plan Review Fee		\$100.00
Variance Request		\$150.00
Non-Compliance Fee (work started or performed without a permit)		\$100.00 plus 2x the permit cost. Payment of the double fee shall not relieve any person from fully complying with the requirements of the Code in the execution of the work, nor from any other penalties prescribed herein.
Re-Inspection Fee (for failed inspections)		\$75.00 per failed inspection
Failure to Correct Fee (Code violations)		Citation
COMMERCIAL TRADE PERMIT FEES		
Plumbing Permit		\$500.00
Repair/Replacement/Remodel		\$50.00
Gas Test		\$50.00
HVAC/Mechanical Permit		\$400.00
Repair/Replacement/Remodel		\$50.00
Electrical Permit		\$400.00
Repair/Replacement/Remodel		\$50.00
Temporary Meter Loop (TML)		\$50.00
Temporary On Permanent Set (TOPS)		\$50.00

COMMERCIAL FIRE SYSTEM PERMIT FEES	
Fire Related Permits	Refer to Commercial Fire Fee Schedule
Fire Alarm System	Refer to Commercial Fire Fee Schedule
False Alarm Fees	
4 or 5 False Alarms within preceding 12 months	Citation
6 or 7 False Alarms within preceding 12 months	Citation
8 or more False Alarms within preceding 12 months	Citation
MISCELLANEOUS COMMERCIAL PERMITS AND FEES	
Oak Tree Trimming and Removal Permit Fee	\$ 5.00
Contractor Registration Fee (annual)	\$20.00
Business Registration Fee (annual)	\$10.00

Certificate of Occupation (CoO) Fee (Building Inspector & Fire Marshall Inspection)	\$110.00
Health Inspector Certification of Occupancy (CoO) Fee	\$95.00
CoO Reinspection Fee (Building Inspector & Fire Marshal inspections)	\$110.00
Health Inspector CoO Reinspection Fee	\$95.00
Building Inspector Consultation/Site Visit/Additional Inspection Fee	\$50.00
Health Inspector Consultation/Site Visit/ Additional Inspection Fee	\$95.00
Fire Marshall Consultation/Site Visit/Additional Inspection Fee	\$60.00
Temporary Storage Container (30 Days)	Tier 1: Up to 10ft.: \$50 Tier 2: 10-25 ft.: \$100 Tier 3: 25-40 ft.: \$150
Permit Cancellation Fee	25% of original permit cost

****Note: All permits include one (1) inspection. Refer to Chapter 103 in the Windcrest Code of Ordinances for list of required permits and inspections to be pulled by the homeowner and/or contractor.**

PLAT FEES*

Filing Fee with City – 0-5 Acres

Final Plats (including Minor Plats)	\$650.00
Replat*	\$650.00
Amending Plats	\$650.00
Vacating Plat	\$650.00

Filing Fee with City – 5+ Acres

Final Plats (including Minor Plats)	\$650.00 plus \$50.00 per acre
Replat*	\$650.00 plus \$5.00 per lot
Amending Plats	\$650.00
Vacating Plat	\$650.00

Miscellaneous

Filing Fee (fee to file and record plat with Bexar County Clerk)	Actual + 20%
Engineer Review Fee	Varies (Based on Billable Hours to City)

*****A newspaper publication fee will be assessed to all replats without vacating the preceding plat that require a variance or exception. Fee will be “Actual” + 20%.**

CHARGES FOR PUBLIC INFORMATION REQUESTS***

MATERIALS ONTO WHICH INFORMATION IS COPIED	
Standard paper copy	\$0.10
Nonstandard copy	Listed Below
Diskette	\$1.00
Magnetic tape	Actual cost
Data cartridge	Actual cost
Tape cartridge	Actual cost
Rewritable CD (CD-RW)	\$1.00
Non-rewritable CD (CD-R)	\$1.00
Digital Video Disc (DVD)	\$3.00
JAZ drive	Actual cost
Other electronic media	Actual cost
VHS video cassette	\$2.50
Audio cassette	\$1.00
Oversize paper copy (e.g., 11x17, greenbar, etc.)	\$0.50
Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic, etc)	Actual Cost

***Please refer to Texas Administrative Code Title 1, Part 3, Chapter 70, Rule §70.3 for additional charges applied.

CIVIC CENTER FEES

RESIDENT	
Deposit	\$100.00 (refundable)
Rental	\$50.00 per hour (minimum 4 hours)
Cleaning	\$100.00
Sound system	\$100.00
*Security	\$35.00 per hour
Optional set up fee by Civic Center Tech	\$25.00 per hour
NON-RESIDENT	
Deposit	\$300.00 (refundable)
Facility use, kitchen use, audio system use, and clean-up – 4 hours minimum	\$1,500.00
Additional hours	\$250.00 per hour
*Security	\$35.00 per hour
Schools and Churches	Refer to Resident rates
CIVIC ORGANIZATIONS & NON-PROFIT ORGANIZATIONS	
Usage fee (per meeting)	\$25.00 per meeting
Usage fee (per banquet/fundraising event)	\$50.00 for banquet/fundraiser event
No cleaning fee	
*Security	\$35.00

*Security fee is paid only when an event will be serving/providing alcohol.

GARAGE AND ESTATE SALES

Garage Sale Permit	\$10.00
Estate Sale Permit	\$25.00

NOTARY FEES – WINDCREST RESIDENTS ONLY (proof of residency required)

ACKNOWLEDGEMENTS	
Taking the acknowledgement or proof of any deed or other instrument in writing, for registration, including certificate and seal:	\$0.00
(1) for the first signature	\$0.00
(2) for each additional signature	\$0.00
Administering an oath or affirmation with certificate and seal	\$0.00
All certificates under seal not otherwise provided for	\$0.00
Copies of all records and papers in the Notary Public's Office, per page	\$0.00
Taking the depositions of witnesses, per each 100 words	\$0.00
Swearing a witness to a deposition, certificate, seal, and other business connected with taking the deposition	\$0.00
PROTESTS	
Protesting a bill or for non-acceptance or non-payment, register & seal	\$0.00
Each notice of protest	\$0.00
Certificate and seal to a protest	\$0.00
Protesting in all other cases	\$0.00
MISCELLANEOUS	
All other notarial acts not provided for	\$0.00

SWIMMING POOL FEES

DAILY FEE	\$ 3.00
POOL PASSES	
Resident	
Single	\$60.00
Couple	\$90.00
Family	\$120.00
Swim lessons, 2x/week, 1-hour daily sessions	\$40.00
Non-Resident	
Single	\$125.00
Couple	\$145.00
Family	\$170.00

Swim lessons, 2x/week, 1-hour daily sessions	\$50.00
SWIM TEAM	
1 participant in family	\$86.00
Each additional member of the family	\$76.00
POOL PARTIES	
Party time length: minimum of 3 hours	
10-25 guests	\$100.00
Additional hours (per hour)	\$30.00
26-50 guests	\$125.00
Additional hours (per hour)	\$30.00
51-75 guests	\$197.50
Additional hours (per hour)	\$37.50
76-100 guests	\$245.00
Additional hours (per hour)	\$45.00
CAMPS, DAYCARES, OTHER ORGANIZATIONS	
Per person	TBD

VEHICLE STORAGE FEES

Deposit	\$50.00
Small (size 8'x15')	\$240.00
Medium (size 10'x20')	\$360.00
Large (size 12'x33')	\$480.00
Large (size 12'x33') with electricity	\$600.00
X-Large (size 12'x40')	\$624.00
X-Large (size 12'x40') with electricity	\$744.00

MISCELLANEOUS PERMITS FEES AND GENERAL FEES

Hay Rides and Horse-drawn Carriage Permits –(Ordinance 2019-716(O))	
Application Fee	\$50.00
Permit Fee for each carriage	\$50.00
General Permit Fee (MISC)	\$50.00
Gathering Permit	\$100.00 per event
Bank NSF Fee	Actual Cost
Charge Back Fee	\$25.00
Credit Card Payment Convenience Fee	\$1.00 per transaction
PayPal Payment Service Fee	\$2.00 per transaction
Vehicle Storage Lost/Replacement Key Fee	\$25.00 per key

COMMERICAL FIRE FEE SCHEDULE

SEMI-ANNUAL INSPECTIONS		
Tier 1 Semi-Annual:	0 - 10,000 sq. ft.	\$75.00
Tier 2 Semi-Annual:	10,000 - 49,999 sq. ft.	\$200.00
Tier 3 Semi-Annual:	50,000+ sq. ft.	\$300.00
Reinspection Fee:		\$90.00
FIRE ALARM SYSTEMS NEW INSTALLATION TESTS		
Fire Alarm Systems Tier 1:	1 – 20 sprinkler heads	\$180.00
Fire Alarm Systems Tier 2:	21 – 200 sprinkler heads	\$240.00
Fire Alarm Systems Tier 3:	201+ sprinkler heads	\$360.00
FIRE ALARM REMODEL TESTS		
Fire Alarm Remodel Tier 1:	Less than 10 sprinkler heads	\$60.00
Fire Alarm Remodel Tier 2:	11 – 20 sprinkler heads	\$90.00
Fire Alarm Remodel Tier 3:	26 – 100 sprinkler heads	\$180.00
Fire Alarm Remodel Tier 4:	101 – 200 sprinkler heads	\$240.00
Fire Alarm Remodel Tier 5:	201+ sprinkler heads	\$480.00
FIRE ALARM PANEL REPLACEMENT		
Fire Alarm Panel Replacement	Per panel up to 9	\$120.00
SPRINKLER SYSTEM INSPECTIONS		
Sprinkler System Modification Tier 1:	0 heads	\$60.00
Sprinkler System Modification Tier 2:	1 - 10 heads	\$90.00
Sprinkler System Modification Tier 3:	11 - 200 heads	\$120.00
Sprinkler System Modification Tier 4:	201+ heads	\$150.00
FIRE PROTECTION PLAN REVIEW		
Fire Protection Plan Review		\$100.00
UNDERGROUND FIRE LINE		
Underground Fire Line		\$240.00
FIXED PIPE SYSTEMS		
Fixed Pipe Systems		\$180.00
Fixed Pipe for UL 300 Compliance	No Major Pipework	\$90.00

GASEOUS SUPPRESSION SYSTEMS		
Gaseous Suppression Systems		\$300.00
STANDPIPES		
Standpipe Tier I	1-2 Standpipes	\$240.00
Standpipe Tier 2	3+ Standpipes	\$400.00
ABOVE GROUND STORAGE TANK		
Above Ground Storage Tank	Commercial	\$180.00
Above Ground Storage Tank	Residential	\$90.00
UNDERGROUND STORAGE TANK		
Underground Storage Tank	Commercial	\$270.00
Underground Storage Tank	Residential	\$90.00
SPRAY PAINT BOOTHS		
Spray Paint Booths		\$300.00
ACCESS CONTROL SYSTEMS		
Access Control Systems		\$60.00
LIMITED ACCESS SECURITY GATES AND PERIMETER FENCING		
Limited Access Security Gates and Perimeter Fencing	Per system	\$120.00
ANNUAL STATE REQUIRES INSPECTION OF DAYCARE		
Annual State Requires Inspection of Daycare	Includes Foster Care and Group Care	\$-
PERMIT FOR WORK GOVERNMENT BY NFPA 58		
Permit for Work Government by NFPA 58		\$75.00
FIRE WATCH		
Fire Watch	Per person, minimum 2 hours	\$75.00
TENTS AND MEMBRANES		
Tents and Membranes		\$75.00
HYDRANT FLOW TEST		
Hydrant Flow Test		\$125.00



Sanitation Rates

Type		2018-2019	2019-2020	2020-2021	2021-2022 *CPI increase 3.19% May 2021
Residential 6 Month Rate (8.25% Sales Tax Included)*		146.14	146.14	150.77	155.58
Size	Freq				
2yd*	1	101.48	111.63	115.16	118.84
	2	185.83	204.41	210.89	217.62
	3	270.12	297.13	306.55	316.32
	4	354.38	389.81	402.17	415.00
	5	438.70	482.57	497.87	513.75
	6	522.99	575.29	593.52	612.46
					-
3yd*	1	111.33	122.47	126.35	130.38
	2	203.88	224.27	231.38	238.76
	3	296.35	325.99	336.32	347.05
	4	388.81	427.69	441.25	455.33
	5	481.27	529.40	546.18	563.60
	6	573.70	631.07	651.08	671.85
					-
4yd*	1	121.30	133.43	137.66	142.05
	2	221.95	244.14	251.88	259.92
	3	322.56	354.82	366.06	377.74
	4	423.24	465.57	480.33	495.65
	5	523.82	576.20	594.47	613.43
	6	624.49	686.94	708.71	731.32
					-
6yd*	1	167.73	184.51	190.36	196.43
	2	296.28	325.90	336.24	346.96
	3	425.32	467.85	482.69	498.08
	4	526.37	579.01	597.36	616.42
	5	616.46	678.11	699.61	721.92
	6	760.29	836.32	862.83	890.35
					-
8yd*	1	198.66	218.53	225.46	232.65
	2	337.50	371.25	383.01	395.23
	3	472.17	519.39	535.85	552.95
	4	584.93	643.42	663.82	685.00
	5	747.48	822.23	848.30	875.36
	6	898.03	987.83	1,019.15	1,051.66
					-
10yd*	1	260.48	286.53	295.61	305.04
	2	414.84	456.32	470.79	485.81
	3	573.56	630.92	650.92	671.69
	4	728.72	801.59	827.00	853.38
	5	887.48	976.23	1,007.17	1,039.30
	6	1,042.60	1,146.86	1,183.22	1,220.96
					-
20yd *	open top haul container	421.774	463.95	478.66	493.93
30yd*	open top haul container	632.661	695.93	717.99	740.89
40yd*	open top haul container	843.548	927.90	957.32	987.86
					-
30yd*	Industrial and Temporary Rolloff compactor				842.05
40yd*	Industrial and Temporary Rolloff compactor				1,122.71
					-
hand*					
pick up	1	36.18	39.79	41.05	42.36
	2	61.33	67.47	69.61	71.83

* Commercial rates are shown without tax
 Commercial container delivery 25.00
 commercial container extra pick up 75.00

* Ordinance 2019-702 "Commercial and Residential Sanitation rates are subject to Consumer Price Index (CPI) increase"

RESOLUTION NO. 2021-527(R)

A RESOLUTION APPROVING THE SECOND AMENDED LEASE AGREEMENT BETWEEN THE CITY OF WINDCREST AND THE BEXAR COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 10.

WHEREAS, the City of Windcrest has a population of over 5,000 residents within its boundaries; and

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 Water District (“the District”) is a special district formed on November 28, 1955 in accordance with Article XVI, Section 59 of the Texas Constitution, and it operates pursuant to Chapter 49 of the Texas Water Code; and

WHEREAS, the City of Windcrest and the District (collectively “the Parties”) have historically cooperated with one another since the incorporation of the City in 1959, and have shared resources on a mutually beneficial basis; and

WHEREAS, the Parties entered into an Interlocal Cooperative Contract (“the ICC”) with one another on July 16, 2012 that established multiple mutually beneficial points of cooperation between the Parties; and

WHEREAS, the District currently houses its office operations and equipment in premises owned by the City; and

WHEREAS, the Parties desire that the District continue its operations on City-owned premises under written, mutually agreeable terms; and

WHEREAS, the Parties entered into an initial lease agreement on July 16, 2012, which was authorized and adopted by both the City and the District; and

WHEREAS, the Parties amended the Initial Lease Agreement on January 25, 2016, and those amendments were adopted by the City in Resolution No. 2016-383A(R) and approved by the District; and

WHEREAS, this Agreement incorporates the initial lease agreement terms, the amendments contained in the First Amendment to the Lease Agreement, a separate but related land lease

between the Parties, and relevant components from the ICC to the extent such as not inconsistent with this Agreement; and

WHEREAS, the Parties seek to amend for a second time the Initial Lease Agreement, dated January 16, 2012, as amended; and

WHEREAS, the Parties find that executing this Agreement is a lease agreement that serves governmental functions for both parties; and

WHEREAS, the Parties find that executing this Agreement is in their respective best interests, and is in the best interest of the citizens of the City and the ratepayers of the District.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Windcrest, Texas, that:

The City of Windcrest hereby ratifies the Second Amended Lease Agreement between the City of Windcrest, Texas and Bexar County Improvement District No. 10, which is attached hereto as Exhibit A.

DULY PASSED AND APPROVED, on the ____ day of _____, 2021 at a regular meeting of the City Council of the City of Windcrest, Texas, which meeting 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:

City Secretary

APPROVED:

Ryan S. Henry, City Attorney

**Second Amended Lease Agreement between the City of Windcrest, Texas and
Bexar County Water Control and Improvement District Number 10**

This Second Amended Lease Agreement (“Agreement”) is made by and entered into between the City of Windcrest, Texas (“Landlord”), a home rule municipality, and the Bexar County Water Control and Improvement District Number 10 (“Tenant”). Together, the Landlord and the Tenant are hereinafter referred to as the “Parties.”

RECITALS

WHEREAS, the Landlord is a home rule municipality that was incorporated in 1959; and

WHEREAS, the Tenant is a special district formed on November 28, 1955, in accordance with Article XVI, Section 59 of the Texas Constitution, and it operates pursuant to Chapter 49 of the Texas Water Code; and

WHEREAS, Landlord and Tenant have historically cooperated with one another since the incorporation of the City in 1959, and have shared resources on a mutually beneficial basis; and

WHEREAS, the Parties entered into an Interlocal Cooperation Contract (“ICC”) (included herein as **Attachment A**) with one another on July 16, 2012 that established multiple mutually beneficial points of cooperation between the Parties; and

WHEREAS, Tenant currently houses its office operations and equipment in premises owned by Landlord; and

WHEREAS, the Parties desire that Tenant continue its operations on Landlord-owned premises under written, mutually agreeable terms; and

WHEREAS, the Parties entered into an initial lease agreement on July 16, 2012 (included herein as **Attachment B**), which was authorized and adopted by both Landlord and Tenant; and

WHEREAS, the Parties amended the Initial Lease Agreement (“First Amendment to the Lease Agreement”) on January 25, 2016 (included herein as **Attachment C**), and those amendments were adopted by Landlord in Resolution No. 2016-383A(R) (included herein as **Attachment D**) and approved by Tenant; and

WHEREAS, this Agreement incorporates the initial lease agreement terms, the amendments contained in the First Amendment to the Lease Agreement, a separate but related land lease between the Parties, and relevant components from the ICC to the extent such as not inconsistent with this Agreement; and

WHEREAS, the Parties seek to amend for a second time the Initial Lease Agreement, dated January 16, 2012, as amended; and

WHEREAS, the Parties find that executing this Agreement is a lease agreement that serves governmental functions for both parties; and

WHEREAS, the Parties find that executing this Agreement is in their respective best interests, and is in the best interest of the citizens of Landlord and the ratepayers of Tenant.

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

Article I. Basic Lease Terms

	Landlord	Tenant
Name	City of Windcrest, Texas	Bexar County Water Control & Improvement District #10
Address & Contact Information	8601 Midcrown Windcrest, Texas 78239 Attn: City Manager Fax: 210-655-8776	8601 Midcrown Windcrest, Texas 78239 Attn: General Manager Fax: 210-654-3888

Lease Term for Premises A and B (“Premises A/B”):

Commencing August 1, 2021 (“Commencement Date for Premises A/B”) to 11:59 p.m. on July 31, 2036 (“Termination Date for Premises A/B”) for a fifteen (15) year term (“Premises A/B”).

Lease Term for Premises C (“Premises C”):

Commencing August 1, 2021 (“Commencement Date for Premises C”) to 11:59 p.m. on July 31, 2036 (“Termination Date for Premises C”) which constitutes a fifteen (15) year term (“Premises C Term”).

Automatic Renewal/Extended Term:

Unless terminated in writing not less than sixty (60) days prior to the Termination Date for Premises A/B, this Agreement will automatically be extended for an additional term of twelve (12) months (“Extended Term for Premises A/B”) beginning on the calendar day following the Termination Date for Premises A/B and thereafter shall be extended for successive twelve (12) month terms unless terminated by giving notice not less than sixty (60) days prior to the expiration of the term, subject to the “Termination Grace Period” provided in Article V hereof for Premises A/B.

Unless terminated in writing not less than sixty (60) days prior to the Termination Date for Premises C, this Agreement will automatically be extended for an additional term of twelve (12) months (“Extended Term for Premises C”) beginning on the calendar day following the Termination Date for Premises C and thereafter

shall be extended for successive twelve (12) month terms unless terminated by giving notice not less than sixty (60) days prior to the expiration of the term.

Base Rent: \$15,000 per year for the Premises A/B/C collectively, is due, in full, annually, on September 30th each year, without demand. Such Base Rent is paid at the end of each lease year. Should the Landlord accept any **Agreed Alternative Method for Base Rent Payment** during a lease year, such payments in water provided shall be deducted from the thirty (30) acre-feet of water amount allotted per year as a maximum amount allowed under the Agreed Alternative Method of Base Rent Payment. Thirty calendar days prior to September 30th of a payment year, the Tenant will provide to Landlord an itemized list of the water withdrawn under the Agreed Alternative Method of Base Rent Payment (separating out any water drawn under the Landlord's Additional Consideration 10 acre-feet). Should the City utilize the maximum amount of (30) acre-feet of water during a lease year, the Tenant owes no further Base Rent to the Landlord for that lease year. Should the Landlord only partially use any of the (30) acre-feet of water during a lease year, any used amounts of the (30) acre-feet shall act as a credit to the Tenant calculated at \$500.00 per acre foot to be used towards the owed Base Rent amount for that lease year. By example only, if the Landlord accepts 10-acre-feet of water under the Agreed Alternative Method of Base Rent Payment during a specific lease year, Landlord shall credit Tenant \$5000.00 towards the Base Rent, leaving a monetary payment owed of \$10,000.00 by September 30th of the lease year.

Additional Consideration: Landlord owns ten (10) acre-feet of groundwater withdrawal rights from the Edwards Aquifer pursuant to EAA Original Initial Regular Permit No. _____. For purposes of this Agreement, Landlord hereby assigns, transfers and conveys to Tenant during the term of this Agreement the right to use Landlord's ten (10) acre-feet of EAA groundwater withdrawal rights so that Tenant may pump all or a portion of the Landlord's ten (10) acre-feet of EAA groundwater withdrawal rights for the benefit of Landlord only when notified in writing by Landlord that Landlord needs to additionally use all or a portion of the Landlord's ten (10) acre-feet of EAA groundwater withdrawal rights for municipal uses. Landlord shall, upon written demand by Tenant, reimburse Tenant for any and all EAA fees, costs and expenses assessed by the EAA against Tenant for pumping all or a portion of Landlord's ten (10) acre-feet of EAA groundwater availability rights for the benefit of Landlord. The 10 acre-feet of groundwater withdrawal rights described in this paragraph shall not be included or counted toward the overall **Agreed Alternative Method for Base Rent Payment** Tenant delivers to Landlord as describe in this Agreement. Further, nothing in this Agreement shall be construed to invalidate or otherwise alter, diminish, or impair any of Landlord's existing or future groundwater withdrawal rights or other water rights.

Security Deposit:

NONE

Agreed Alternative Method for Base Rent Payment:

Rent is owed by Tenant to Landlord each month. For each month's rent, the City has agreed to accept delivery by Tenant to Landlord an amount of water not to

exceed 30 acre-feet annually for municipal purposes on land owned by Landlord for so long as this Agreement remains in effect. The Landlord will receive the amount of water not to exceed thirty (30) acre-feet annually at the District's meters (to measure the quantity of water used) and locations identified in columns A & B in the document titled Location of Services Provided to City (included herein as Attachment E) and any future meters and locations mutually agreed upon by Tenant and Landlord. Tenant shall also provide sewer service to Landlord at the Landlord's locations identified in column B in **Attachment E**. Landlord shall pay Tenant the entire cost and expense of any new meter installations by Tenant in furtherance of this Agreement.

Should the City accept an amount of water in lieu of Base Rent, the same assignment, transfer, conveyance and pumping agreement from the **Additional Consideration** section of this Agreement applies to such payment.

Tenant shall deliver to Landlord a statement of water delivered to Landlord (under this Agreement) by no later than the 10th day of each month for water delivered the prior month for so long as this Agreement remains in effect.

Landlord understands and agrees that the amount of water not to exceed thirty (30) acre-feet annually to be delivered by Tenant to Landlord (under this Agreement) is non-firm water. As a result, it is only considered to be paid as an acceptable substitute payment in lieu of monthly Rent. If Tenant is unable to deliver the amount of water not to exceed thirty (30) acre-feet annually to Landlord due to environmental conditions and/or water regulatory controls which may fluctuate, or does not deliver water to Landlord for any other reason, Tenant shall pay Landlord the base rent. If Tenant has water available for delivery to Landlord under this Agreement, but is notified by Landlord in writing that it cannot or will not take delivery of all or a portion of the water under this Agreement not to exceed 30 acre-feet of water annually, Tenant still owes the base rent.

The Parties agree the consideration agreed upon for the lease of the premises is just and reasonable and nondiscriminatory.

Use of Premises:

In exchange for the Consideration provided by Tenant, Landlord shall lease to Tenant the following premises under the following use conditions:

Permitted Use of Premises A:

A designated and limited office location within the overall property known as the Windcrest City Hall. Tenant may use such designated office location for general office space for administration and management of a water and sewer utility, and all functions pertinent and incidental thereto, including file storage, and housing of computerized data.

Permitted Use of Premises B:

Maintenance facility, equipment and materials storage, motor pool and general shop operations pertinent to the production and delivery of retail water and sewer service.

Permitted Use of Premises C:

Solely for covered parking for the Tenant.

Article II. Demised Premises

Premises A: Premises A is more fully described and depicted in **Attachment F** and includes the office previously occupied by the office of the Mayor of Windcrest, and previously occupied by the Windcrest EDC as specified in Attachment F.

Name of Building: City Hall
Street Address/suite: 8601 Midcrown
City, State, Zip: Windcrest, Texas 78239

Premises B: Premises B is more fully described and depicted in **Attachment G**.

Description of Space: Three (3) rooms situated in the south east portion of the maintenance building; One (1) inside parking bay -- distinguishing feature is pit in the floor; Three (3) covered parking bays; Approximately ½ covered parking bay; Four parking spaces in the parking lot.
Name of Building: City Maintenance Facility
Street Address/suite: 9326 Jim Seal Drive
City, State, Zip: Windcrest, Texas 78239

Premises C: Premises C is more fully described and depicted in **Attachment H**.

Article III. Definitions

“Normal Operating Hours” means 8:00 a.m. to 5:00 p.m. Monday through Friday, except holidays.

“Common areas” means all facilities and areas of the Premises and associated parking facilities and the related land that are intended and designated by Landlord from time to time for the common, general, and nonexclusive use of all occupants of the Premises. The term "Common Areas" includes, without limitation, kitchen and restroom facilities.

“Essential Services” means the following services: (a) air-conditioning and heating to the Premises reasonable for the Permitted Use (inclusive of air-conditioning and heating) during Normal Operating Hours and at such other times as Landlord and Tenant may agree on; (b) hot and cold water for lavatory and drinking purposes; (c) electricity and outlets for normal office machines and standard lighting reasonable for the Permitted Use; (d) communications demarcation points and outlets (including for telephone, fax, computer, scanner, printer, modem, server, router, camera and other related peripherals and equipment); and (e) access to conference areas for its regularly scheduled and special meetings. This term does not apply to Premises C. Instead, Landlord is only required to provide the ability to connect such services by Tenant upon construction and/or development of the land.

“Injury” means (a) harm to or impairment or loss of property or its use on the Premises, (b) harm to or death of a person on the Premises, or (c) "personal and advertising injury" on the Premises as defined in the form of liability insurance Tenant is required to maintain.

“Landlord” means the City of Windcrest, Texas and its agents, employees, invitees, licensees, or visitors.

“Parking Facility” means all surface lots or other areas designated for parking by occupants of the Premises.

“Permitted Uses” means the permitted use in each of Premises A, Premises B and Premises C as specifically described in Article I of this Agreement.

“Premises” means Premises A, Premises B and Premises C as specifically described in Article II of this Agreement.

“Rent” means the Base Rent and Additional Consideration payable by Tenant to Landlord as specified in Article I of this Agreement.

“Tenant” means Bexar County Water Control & Improvement District #10 and its agents, contractors, employees, invitees, licensees, or visitors.

Article IV. Clauses and Covenants

A. Tenant agrees to:

1. Lease Premises A/B for the entire Premises A/B Term beginning on the Commencement Date for Premises A/B and ending on the Termination Date for Premises A/B and for any Extended Term for Premises A/B hereof.

2. Lease Premises C for the entire Premises C Term beginning on the Commencement Date for Premises C and ending on the Termination Date for Premises C and for any Extended Term for Premises C hereof.
3. Accept the Premises designated in this Agreement in their present condition "AS IS," the Premises being currently suitable for the Permitted Use.
4. Obey (i) all applicable laws relating to the use, condition, and occupancy of the Premises; and (ii) any requirements imposed by utility companies serving or insurance companies covering the Premises.
5. Pay Base Rent to the Landlord monthly, in advance, on the first day of the month, at Landlord's address and pay the Additional Consideration when required under Article I of this Agreement.
6. For Premises C and subject to normal wear and tear that is expected, repair, replace, and/or maintain any part of the Premises C that Landlord is not obligated to repair, replace, and/or maintain.
7. Submit in writing to Landlord any request for repairs, replacement, and maintenance that are the obligations of Landlord.
8. Vacate Premises A/B and return all keys to Premises A/B on the last day of the Premises A/B Term, or any Extended Term for Premises A/B.
9. Vacate Premises C and return all keys to Premises C, if any, on the last day of the Premises C Term, or any Extended Term for Premises C.

B. Tenant agrees not to:

1. Use the Premises for any purpose other than the Permitted Use.
2. Create a nuisance.
3. Interfere with Landlord's, or any other tenants' normal business operations, or Landlord's management of the Premises.
4. Permit any waste.
5. Use the Premises in any way that would increase insurance premiums or void insurance on the Premises.
6. Change Landlord's lock system; provided, however Tenant is expressly authorized to, in its sole discretion, change the lock and key for the designated office space on "Premises A."
7. Alter the Premises, except as provided in Article IV, Section B.6. and Section E.1 in this Agreement.
8. Allow a lien to be placed on the Premises.
9. Assign this lease or sublease any portion of the Premises without Landlord's written consent.

C. Landlord agrees to:

1. Lease to Tenant Premises A/B for the entire Premises A/B Term beginning on the Commencement Date for Premises A/B and ending on the Termination Date for Premises A/B and during any Extended Term for Premises A/B.
2. Lease to Tenant Premises C for the entire Premises C Term beginning on the Commencement Date for Premises C and ending on the Termination Date for Premises C and during any Extended Term for Premises C.

3. Obey all applicable laws with respect to Landlord's operation of the Premises and Common Areas.
4. Provide the Essential Services.
5. Provide Tenant with quiet enjoyment of the Premises.
6. For Premises A/B, install, repair, replace, and maintain the (a) roof, (b) foundation, (c) Common Areas to include restroom and kitchen facilities, (d) structural soundness of the exterior walls, doors, corridors, and windows, (e) repair any water or other leaks outside and/or inside the Premises caused by broken or damaged pipes owned or maintained by Landlord and (e) other structures or equipment serving the Premises A/B.
7. Install, repair, replace and maintain, at Landlord's expense, an electrical/power circuit separately metered, and dedicated exclusively for use by Tenant at Premises A.

D. Landlord agrees not to:

1. Interfere with Tenant's possession of the Premises as long as Tenant is not in default.
2. Interfere with Tenant's normal business operations.

E. The Parties both agree to the following:

1. **Alterations and Improvements to the Leased Premises.**

- i. **Tenant improvements.** Tenant may, in its sole discretion, make any alterations, physical additions or improvements, and/or add or install fixtures including trade fixtures in or to "Premises A;" provided however, that any alterations, physical additions, improvements, and fixtures, including but not limited to trade fixtures, added to or installed by either party hereto shall remain upon and be surrendered with Premises A and become the property of Landlord upon the expiration and/or earlier termination of the Premises A/B Term and any Extended Term for Premises A/B of this Agreement without credit to Tenant. This clause shall not apply to moveable equipment, furniture or moveable trade fixtures owned by Tenant, which may be removed by Tenant at the end of the Premises A/B Term or any Extended Term for Premises A/B of this Agreement. Tenant shall not have authority or power, express or implied, to create or cause any mechanic's or materialmen's lien, charge or encumbrance of any kind against the Premises.

Tenant may, in its sole discretion, make any alterations, physical additions or improvements and/or add or install fixtures including trade fixtures in or to "Premises C;" provided however, that any alterations, physical additions, improvements, and fixtures, including but not limited to trade fixtures, added to or installed by either party hereto shall remain upon and be surrendered with Premises C and become the property of Landlord upon the expiration and/or earlier termination of the Premises C Term and any Extended Term for Premises C of this Agreement without credit to Tenant.

All improvements made must follow applicable federal, state, and local laws and be constructed following all applicable laws.

- ii. **No Construction or Improvements to Premises B.** Tenant may not make any alterations, or improvements in or to "Premises B," without the express written consent of Landlord.

- 2. **Tenant's Use and Parking.** Tenant and its customers, shall have the non-exclusive right to use the Common Area, including surface parking lot(s), as constituted from time to time and such use is to be in common with the Landlord, other tenants in the City Hall and other persons permitted by Landlord to use the same, and subject to such reasonable rules and regulations governing use as Landlord may from time to time prescribe.
- 3. **Insurance.** Landlord shall provide fire and extended coverage insurance for the improvements on the Premises. Landlord and Tenant shall each maintain general public liability insurance for damage to property and injury or death to persons arising out of and in connection with the use of the Premises. The general liability insurance furnished by each party shall be a least \$2,000,000.00 per occurrence and general aggregate with companies authorized to do business in the State of Texas and with a A.M. Best's rating of no less than A- (VII). Each party may maintain contents coverage as desired by the respective parties. Both Landlord and Tenant shall provide each other with certificates of insurance evidencing the insurance coverage outlined in this section at the time of the execution of this Agreement and shall make each other additional insureds on each other's insurance policies in relation to the Premises.
- 4. **Release of Claims/Subrogation.** LANDLORD AND TENANT RELEASE EACH OTHER FROM ALL CLAIMS OR LIABILITIES FOR DAMAGE TO THE PREMISES OR CITY HALL, DAMAGE TO OR LOSS OF PERSONAL PROPERTY WITHIN THE PREMISES OR CITY HALL, AND LOSS OF BUSINESS OR REVENUES THAT ARE COVERED BY THE RELEASING PARTY'S PROPERTY INSURANCE OR THAT WOULD HAVE BEEN COVERED BY THE REQUIRED INSURANCE IF THE PARTY FAILS TO MAINTAIN THE PROPERTY COVERAGES REQUIRED BY THIS AGREEMENT. THE PARTY INCURRING THE DAMAGE OR LOSS WILL BE RESPONSIBLE FOR ANY DEDUCTIBLE OR SELF-INSURED RETENTION UNDER ITS PROPERTY INSURANCE. LANDLORD AND TENANT WILL NOTIFY THE ISSUING PROPERTY INSURANCE COMPANIES OF THE RELEASE SET FORTH IN THIS PARAGRAPH AND WILL HAVE THE PROPERTY INSURANCE POLICIES ENDORSED, IF NECESSARY, TO PREVENT INVALIDATION OF COVERAGE. THIS RELEASE WILL NOT APPLY IF IT INVALIDATES THE PROPERTY INSURANCE COVERAGE OF THE RELEASING PARTY. THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF THE

RELEASED PARTY BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASED PARTY.

5. Total or Partial Destruction

- i. If Premises A or B are totally or partially damaged and can be restored within ninety (90) days, Landlord shall, at its expense, restore the roof, foundation, Common Areas to include restroom and kitchen facilities, and structural soundness of the exterior walls, doors, corridors and windows of the Premises A/B, other structures or equipment serving Premises A/B, any leasehold improvements within the Premises A/B that are within Landlord's obligations to maintain, and any electrical/power circuit separately metered and dedicated exclusively for use by Tenant at Premises A/B, and repair any water and other leaks inside and outside of Premises A/B. If Landlord can reasonably restore Premises A/B to substantially the same condition that existed before the damage to the Premises within ninety (90) days from the date of written notification by Tenant to Landlord of the damage to the Premises A/B, Landlord is under an obligation to make such restoration. If Landlord fails to complete the portion of the restoration of the Premises to A/B for which Landlord is responsible within ninety (90) days from the date of written notification by Tenant to Landlord of the damage to the Premises, Tenant may terminate this Agreement by written notice delivered to Landlord before Landlord completes Landlord's restoration obligations.
- ii. If Premises C is totally or partially damaged and can be restored to the condition existing on August 1, 2021, within ninety (90) days, Landlord shall, at its expense, restore such property. Since Landlord does not have ownership of any improvements made by Tenant, should such be made, until Tenant surrenders Premises C back to Landlord, Landlord is not under an obligation to restore any such improvements.
- iii. If the Premises cannot be restored within ninety (90) days and Tenant has not terminated this Agreement, Landlord has an option to restore the Premises. If Landlord chooses not to restore, this Agreement will terminate. If Landlord chooses to restore, Landlord will notify Tenant of the estimated time to restore and give Tenant an option to terminate this Agreement by notifying Landlord within ten (10) days. If Tenant does not terminate this Agreement, this Agreement will continue, and Landlord will restore the Premises as provided above.
- iv. To the extent Premises A, B, or C cannot be occupied and/or used after the damage to the Premises for more than three consecutive days during a month, the Base Rent shall be reduced two-thirds of the normal Base Rent per month until the Premises can be substantially occupied again. The inability to occupy a single property does not relieve Tenant of obligations to the other properties.

6. **Default by Landlord/Events.** An event of default by Landlord includes the failure to comply with any provision of this Agreement within thirty (30) days after written notice of default or failing to provide Essential Services to Tenant within ten (10) days after written notice of default.
7. **Default by Landlord/Tenant's Remedies.** Tenant's remedies for Landlord's default are to sue for damages and/or terminate this Agreement, if Landlord does not comply with any provision of this Agreement within thirty (30) days after written notice of default and/or does not provide an Essential Service within ten (10) days after notice of default.
8. **Default by Tenant/Events.** An event of default by Tenant (a) includes the failure to timely pay the Rent, (b) abandoning or vacating a substantial portion of the Premises without paying the Rent, or (c) failure to comply within ten (10) days after written notice with any provision of this Agreement other than the defaults set forth in (a) and (b) above.
9. **Default by Tenant/Landlord's Remedies.** In the event that Tenant defaults, Landlord may sue for damages only after written notice of such default to Tenant and an opportunity is afforded to Tenant to cure the default within thirty (30) days from the date of the written notice of default. The damages shall be limited to the amount of Base Rent and Additional Consideration due for the Premises if the default is the failure to pay Base Rent or Additional Consideration. Landlord's remedies for Tenant's default for reasons other than the failure to pay Base Rent or Additional Consideration are to terminate this Agreement and/or sue for damages after written notice of the default to Tenant and an opportunity is afforded to Tenant to cure the default within thirty (30) days from the date of the written notice of default. Landlord may also initiate appropriate eviction proceedings
10. **Default/Waiver/Mitigation.** It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by applicable law. Landlord and Tenant have a duty to mitigate damages.
11. **Holdover.** Strictly subject to Article V hereof, if Tenant does not vacate the Premises following termination of this Agreement, Tenant will become a tenant at will and must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term.

Article V. Termination Grace Period

1. Landlord and Tenant agree that Tenant shall retain a continued right to occupy and utilize "Premises B" in conformance with the Permitted Use for a period of one hundred eighty (180) days following the date of termination and/or expiration of the Premises A/B Term and any Extended Term for Premises A/B of this Agreement ("Termination Grace Period"), regardless of whether such termination and/or expiration of this Agreement results from the occurrence of the Premises A/B Termination Date, the termination and/or expiration of any Extended Term for Premises A/B, or other act or occurrence.

2. Article V shall survive termination and/ or expiration of the Premises A/B Term and any Extended Term for Premises A/B of this Agreement, and any termination of the remainder of this Agreement shall not affect or otherwise work as a termination of this Article.

Article VI. Miscellaneous

1. Alternative Dispute Resolution. Landlord and Tenant agree to mediate in good faith before filing a suit for damages.
2. Attorney's Fees. If either party retains an attorney to enforce this Agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court costs.
3. Governing Law/Venue. This Agreement shall be governed by the laws of the State of Texas. Exclusive venue will be in the state district courts of Bexar County, Texas, and this clause shall be deemed to be the Parties' forum and venue selection agreement.
4. Entire Agreement. This Agreement, together with all attachments comprise the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this Agreement or to any expressly mentioned exhibits and riders not incorporated in writing in this Agreement.
5. Amendment of Lease. This Agreement may be amended only by an instrument in writing signed by Landlord and Tenant, after proper authorization from the governing body of each party to the amendment.
6. Notices. Any notice required or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, or facsimile transmission and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.
7. Attachments. Attachments A, B, C, D, E, F, G and H attached to this Agreement and incorporated herein for all purposes.

Article VII. Option to Renew

Provided that the Tenant shall not be in default at the Termination Date for Premises A/B and Premises C of the Agreement, the Landlord has the discretion to permit the Tenant to extend this Agreement for an additional five (5) years on the same terms and conditions in existence at the Termination Date. To request the extension, Tenant shall give Landlord written notice of its desire to exercise this option at least four (4) months prior to the Termination Date for Premises A/B and Premises C of this Agreement.

Article VIII. Agreement Supersedes

This Agreement supersedes all prior leases and licenses between the Landlord and Tenant relating to the use of the Premises which are not incorporated herein. To the extent this Agreement appears in conflict with any attachments to this Agreement, the Agreement language controls over any attachment language. This Agreement does not supersede the Interlocal Cooperation Agreement between the parties which is general in nature and unrelated to the Premises.

CONTINUE TO SIGNATURE PAGE

SIGNATURE PAGE TO

**Second Amended Lease Agreement between the City of Windcrest, Texas and
Bexar County Water Control and Improvement District Number 10**

Agreed and Approved:

CITY OF WINDCREST

**BEXAR COUNTY WATER CONTROL
AND IMPROVEMENT DISTRICT #10**

BY:

BY:

Mayor Dan Reese

President Sue Alexander

ATTEST:

ATTEST:

City Secretary Rachel Dominguez

Secretary Diana Tuttle

CITY OF WINDCREST
RESOLUTION NO. 2012-382 (R)

A RESOLUTION OF THE CITY OF WINDCREST, TEXAS, (CITY) APPROVING THE TERMS OF AN INTERLOCAL COOPERATION CONTRACT (INTERLOCAL CONTRACT) WITH THE BEXAR COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 10 (DISTRICT) FOR THE BENEFIT OF THE CITIZENS AND RATE PAYERS IN THE COMMUNITY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE INTERLOCAL CONTRACT

WHEREAS, the Bexar County Water Control and Improvement District No. 10, a water control and improvement district, was created by the Texas State Board of Water Engineers on November 28, 1955, for the purposes of providing water and sewer services; and

WHEREAS, the City was incorporated in 1959 and adopted a home rule charter on November 6, 2007; and

WHEREAS, the City and the District agree that the terms of this Contract are in the best interest of and for the benefit of the citizens and ratepayers in the community; and

WHEREAS, the City and the District have agreed on the terms of the Interlocal Contract; and

WHEREAS, the Board of Directors of the District approved the Interlocal Contract at their meeting on July 6, 2012

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

Section 1. That all matters stated in the preamble are found to be true and correct.

Section 2. The City Council does hereby authorize the City Manager to execute on behalf of the City Council the Interlocal Contract with the District attached hereto as Exhibit A.

PASSED AND APPROVED this 6th day of July, 2012.



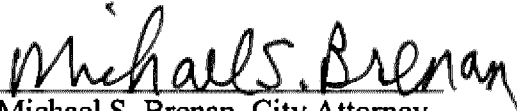
Pam Dodson, Mayor Pro Tem
City of Windcrest

ATTEST:



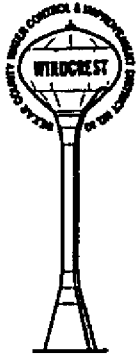
Kelly Rodriguez, Assistant City Secretary

APPROVED AS TO FORM:



Michael S. Brennan, City Attorney

Exhibit A



Bexar County Water Control and Improvement District #10

8601 MIDCROWN DRIVE
WINDCREST TX 78239
(210) 655-2888
WWW.BEXARCOUNTYWCID10.COM

July 6, 2012

Mayor Alan Baxter
City of Windcrest
8601 Midcrown Drive
Windcrest, Texas 78239

Dear Mayor Baxter,

The Board of Directors approved the attached Interlocal Cooperation Contract By and Between the City of Windcrest and Bexar County Water Control and Improvement District #10 at its July 6, 2012 Special Board Meeting. The Contract is ready for the City to give its final approval.

If there are questions, please feel free to contact me.

Sincerely,

Melroy I. Brandt
President

Atch: Interlocal Cooperation Contract (2 copies)

INTERLOCAL COOPERATION CONTRACT

**by and between
City of Windcrest, Texas
and**

Bexar County Water Control and Improvement District Number 10

This Interlocal Cooperation Contract ("Agreement") is made and entered pursuant to the Interlocal Cooperation Act codified at Subchapter A, Chapter 791, of the Texas Government Code, by and between the City of Windcrest, Texas ("City") and the Bexar County Water Control and Improvement District Number 10 ("District"). The City and the District are jointly referred to hereinafter as the "Parties." The effective date of this agreement shall be the 16th day of July, 2012 ("Effective Date").

RECITALS

WHEREAS, the City is home rule municipality and municipal body politic incorporated in 1959; and

WHEREAS, the City's Home Rule Charter grants to the City various rights and responsibilities related to and for the purposes of government, interest, health, welfare and good order of the City and its inhabitants; and

WHEREAS, the District is a special district formed on November 28, 1955, in accordance with Article XVI, Section 59 of the Texas Constitution, and operating pursuant to Chapter 49 of the Texas Water Code; and

WHEREAS, the Order of the State of Texas creating the District establishes the purpose of the District as being responsible for and including, *inter alia*, the control, storing, preservation and distribution of its water and flood waters, for irrigation, power and all other useful purposes, to the end that the public health and welfare may be conserved and promoted, and the purity and sanitary conditions of the State's water protected, effected and restored; and

WHEREAS, the majority of the District's customers are also citizens of the City; and

WHEREAS, the City and District have coexisted and operated cooperatively since the incorporation of the City, and have engaged in the sharing resources on a mutually beneficial basis;

WHEREAS, City and District have previously entered into various formal agreements between them for the use and benefit of the City and the District; and

WHEREAS, the District and the City desire to enter into a formal, written agreement to become effective as of the Effective Date prescribed above; and

WHEREAS, the Texas Interlocal Cooperation Act authorizes the Parties, as local governments, to increase their respective efficiencies and effectiveness by contracting with one another; and

WHEREAS, each party finds that execution of this Agreement to be in its respective best interests, and the best interests of the citizens of the City and the ratepayers of the District; and

WHEREAS, the purpose of this agreement is to provide for the performance of governmental functions and services that each of the parties to this Agreement are entitled to perform individually.

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

I.

Use and Sharing of Facilities and Equipment

- a. City hereby agrees to grant and demise unto the District the right to utilize and enjoy use of necessary space on a non-interference basis on the antenna mast located at 8601 Midcrown Drive for the District to mount one monopole antenna for the District's Supervisory Control and Data Acquisition system.
- b. District hereby agrees to grant and demise unto the City the right to utilize and enjoy necessary space on the top of the 750,000 gallon elevated storage tank located at 8540 Eaglecrest Drive as the site for its radio repeater site. City employees shall be granted unescorted access to the facility for maintenance purposes with stipulation that City employees will provide on-site surveillance of agents doing work in their behalf. City employees/agents are *prohibited* from coming in contact with potable water during the course of their activity.
- c. City and District agree to permit the other limited use of their equipment on a non-interference basis. The using party agrees to return the equipment in equal or better condition than it was received, except for reasonable wear and tear. Repairs for damages will be made at the user's expense to the satisfaction of the owner.

II.

Provision of and Payment for Water Service to City Locations, Water Supply for Fire Fighting Purposes, Payment for Wastewater Service

- a. District hereby agrees to provide water and wastewater service, at its sole cost and expense, to 421 Dalecrest and 461 Golfcrest, provided that such connections are used exclusively in connection with firefighting dormitories or operations; and also agrees to provide water, wastewater, and irrigation service to the locations shown on **Appendix 1**.

- b. District agrees, at its sole cost and expense, to provide water to the City for fighting fires and/or for training in connection with firefighting operations; provided that the City notifies the District, in writing, at least twenty-four (24) hours in advance of training events that will result in the use of water. The City's written notice required under this section shall include an estimate of the volume of water that may be used in connection with non-emergency, planned firefighting training or operations.
- c. City agrees to pay the District, at the then-applicable retail rate, for all water, wastewater, and irrigation service provided at the City swimming pool, Takas Civic Center and the Little League baseball fields.
- d. District hereby agrees to pay to the San Antonio Water System ("SAWS") all fees incurred as the result of wastewater services provided for the locations identified in Section II(a, c) of this Agreement, that enjoy wastewater service.
- e. Services to City connections other than those expressly described in Section II (a,c) hereof will be made at City's expense and City will be billed at prevailing rate applicable to that class of service. Connection charges will be in accordance with District policy for normal service request.

III. Fire Hydrants

- a. District agrees to perform repairs on those fire hydrants located in the City of Windcrest and north of Walzem Road. The District will acquire and maintain such equipment tools and expertise as are necessary to accomplish this task, and will be responsible for determining the materials needed for the repair and procurement of same.
- b. City agrees to reimburse the District within thirty (30) days after receiving a written Invoice for all materials, including replacement hydrants, utilized or procured by the District in connection with repairing fire hydrants pursuant to this Section.

IV. Repairs and Improvements

- a. **General Right of Repair and Improvement.** The District will make repairs and improvements to its water and waste water infrastructure as necessary and will notify the City of repairs as soon as practical, unless circumstances dictate otherwise.
- b. **Streets, Alley Approaches, Alley Repairs.** The District shall make repairs to streets, alley approaches and alleys damaged during the course of District maintenance, repair, or rehabilitation activities. Repairs will be performed in compliance with City standards. Said repairs will be guaranteed against defects

in workmanship or materials for two (2) years after work is completed. The City standards are attached at **Appendix 2**.

- c. Materials left over from projects performed by the Parties shall be promptly and properly stored. Unusable materials shall be disposed of in a manner consistent with city, county, state and federal regulations.

V.

Facilities for District Board Meetings

- a. The District will hold Board meetings in City's Council Chambers, but may, in its sole discretion, hold Board meetings in any location authorized by law.
- b. City, at its sole cost and expense, will provide the audio and/or video recording services needed to record the public meetings of the District's Board, held in City Council Chambers. The District agrees to coordinate with the City to have the recordings of such meetings posted and/or archived on official internet website(s) hosted by the City and/or the District.
- c. Nothing contained in this Section is intended to, or shall be construed to change the manner, time, location, notice or other requirements of the District's meetings.

VI.

Ordinance Concerning Drought Management/Critical Period Conservation

The City and the District agree to work together to develop a comprehensive Drought Management/Critical Period Ordinance (the "Drought Ordinance") that includes watering restrictions and best management practices designed to achieve the groundwater withdrawal reductions mandated by the Texas Legislature and the Edwards Aquifer Authority. The City and the District agree that it is more efficient for the District to enforce the drought policy as outlined in the Drought Ordinance and, accordingly, the City agrees to present for City Council consideration an ordinance delegating the enforcement provisions in the Drought Ordinance to the District. The City and District agree that any and all enforcement actions will be adjudicated in municipal court and any fines and fees from such enforcement actions will be collected for and delivered to the District net of any state imposed fees and a reasonable City fee related to the administrative costs of municipal court. The City and District further agree to work together to educate and inform the public about water restrictions and provide information for a public media campaign about water conservation.

VII.

Water Conservation Plan

City agrees to consider developing and adopting a written Water Conservation Plan which includes an evaluation of the City's water and wastewater use characteristics to identify water conservation opportunities and sets defined goals to be accomplished by water conservation measures. Said Water Conservation Plan shall define a strategy or

combination of strategies for reducing the consumption of water at City facilities and/or connections, reducing the loss or waste of water and/or improving or maintaining the City's efficiency in the use of water, and shall contain best management practices measures to try to meet the targets and goals identified in the plan.

VIII.

District Employee Participation in City Health Plan, Reimbursement of Premiums

- a. City agrees to provide administrative support and permit District employees to participate in the City's health care plan. City will submit a monthly invoice itemizing the premiums incurred for District employees and the District agrees to reimburse the City for all such premiums within two weeks of the City's submission.
- b. The District may terminate this Section pertaining to the City's health care plan upon written notice to the City; provided that such written notice of termination must be delivered no later than thirty (30) days prior to the commencement of the "open enrollment period" designated by the City's health benefit plan.
- c. Termination of this Section VII of this Agreement shall not effect, or otherwise work as a termination of, the remainder of this Agreement.

IX.

Elections

Election of the Board of Directors of the District. The District agrees to consider adopting a Resolution that will amend the District's Policies and Procedures concerning Board Elections. Said amendment may provide that, in addition to all those measures required by the Texas Election Code and/or other applicable law, the District will make efforts to publicize its elections and disseminate general information about elections.

X.

Term, Assignment and Notice of Default

- a. **Term.** The primary term of this Agreement will commence on the Effective Date and continue for five (5) years thereafter. Unless terminated in writing no less than sixty (60) days prior to the fifth anniversary of the Effective Date, this Agreement will automatically be extended for an additional twelve (12) months, renewable, with sixty (60) days notice, for successive twelve (12) month term.
- b. **Assignment.** This Agreement will not be assignable, in whole or in part, by either Party. Any assignment of rights or delegation of duties under this Agreement is void.
- c. **Notice to Cure and Remedies.** In the event of default by any Party, a non-defaulting Party shall give the defaulting Party written notice specifying the default

(the "Notice"). If the defaulting Party fails to cure fully any default within twenty (20) days after receipt of the Notice and thereafter to pursue diligently such cure to completion, then, the other Party will be entitled: (i) to a proper writ issued by a court of competent jurisdiction (as defined below) compelling and requiring the defaulting Party to observe and perform the covenants, obligations and conditions described in this Agreement; and (ii) to pursue all other legal or equitable remedies. The prevailing Party will be entitled to recover all expenses incurred by the prevailing Party, including reasonable attorneys' fees.

XI. Notice

Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the Party to be notified and with all charges prepaid; or (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery", addressed to the Party to be notified and with all charges prepaid; (iii) by personally delivering it to the Party, or any agent of the Party listed in this Agreement, or (iv) by facsimile with confirming copy sent by one of the other described methods of notice set forth. Notice by United States mail will be effective on the earlier of the date of receipt or three (3) days after the date of mailing. Notice given in any other manner will be effective only when received. For purposes of notice, the addresses of the Parties will, until changed as provided below, be as follows:

City: City of Windcrest, Texas
8601 Midcrown
Windcrest, Texas 78239
Attn: City Manager
Fax: (210) 655-8776

District: Bexar County Water Control & Improvement
District #10
8601 Midcrown
Windcrest, Texas 78239
Attn: General Manager
Fax: (210) 654-3888

The parties may change their respective addresses to any other address within the United States of America by giving at least five (5) days written notice to the other party. The District and the City may, by giving at least five (5) days' written notice to the Party, designate additional persons, including attorneys, to receive copies of notices under this Agreement.

XII. Miscellaneous

- a. **Payment Hereunder From Current Revenues.** The Parties agree that any and all payments to be made: (i) as the result of any obligation, right or responsibility created by this Agreement; or (ii) for the performance of any

governmental functions or services hereunder, shall be made from current revenues available to the paying party.

- b. **Authority.** City's acquisition of water and wastewater utility service under the terms of this Agreement is made pursuant to Section 8.01, Article VIII of the Windcrest Home Rule Charter, and Section 791.026(a), Texas Water Code, upon a finding that the most effective, efficient and economically feasible manner for the City to obtain a water supply is from the District by way of this Agreement.
- c. **Fulfillment of Past Rights and Obligations.** City and District agree that all rights and obligations heretofore existing between them have been fully and completely fulfilled and that neither Party has any further duties or obligations to the other concerning any prior agreements, whether written or verbal, which may exist between them.
- d. **Entire Agreement.** This Agreement contains the entire agreement of the Parties. There are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement can be amended only by written agreement signed by the Parties. This Agreement supersedes all other agreements between the Parties, whether verbal or written, concerning the subject matter. This Agreement shall bind and benefit the Parties hereto and their respective heirs, legal representatives, successors and assigns.
- e. **Severability; Waiver.**
 - (i) If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid or enforceable provision as is possible.
 - (ii) Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement will not be deemed a waiver thereof or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.
- f. **Force Majeure.** If either Party hereto is rendered unable by Force Majeure to carry out one or more of its obligations under this Agreement, then such obligations shall be suspended during the continuance of the inability caused by Force Majeure, provided that the Party claiming such inability uses reasonable diligence to resume performance at the earliest practical time. The term "Force Majeure," as used herein, shall include, without limitation of the generality thereof, (i) acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the Government of the United States or of the State of Texas or of a

Groundwater Conservation District (including but not limited to the Edwards Aquifer Authority) or of any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, arrests, restraint of government and people, civil disturbances, explosions, (ii) breakage or accidents to machinery, pipelines or facilities or contamination of water produced, and (iii) any other inability, whether similar to those enumerated or otherwise, which are not within the control of the Party claiming such inability and which such Party could not have avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the Party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demand of the opposing party or parties when such settlement is unfavorable to it in the judgment of the party having the difficulty.

- g. **Records.** Each Party agrees to keep accurate records and documentation of all of its activities pursuant to this Agreement in accordance with its respective document retention policy. Each Party shall have the right to review and copy such records of the other Party in accordance with, and subject to, the Texas Public Information Act, after first providing the other Party with at least ten (10) days prior written notice.
- h. **Applicable Law and Venue.** The interpretation, performance, enforcement and validity of this Agreement are governed by the laws of the State of Texas. Exclusive venue for all litigation concerning or arising from this agreement will be in the district courts of Bexar County, Texas, and this clause shall be deemed to be the Parties' forum and venue selection agreement.
- i. **Appendices, Headings, Construction and Counterparts.** All schedules and appendices referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument.
- j. **Mutual Drafting and Negotiation.** The Parties acknowledge that each of them have been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto.
- k. **Time.** Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.

1. **Authority for Execution.** The City certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the City's statutory authority, City Charter, and/or bylaws, and has been authorized by the governing body of the City. The District certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the District's statutory authority, Enabling/Creation Order, and/or bylaws, and has been authorized by the governing body of the District.

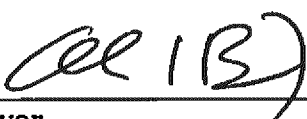
This agreement shall be deemed to have been executed by the Parties on the "Effective Date" first above written.

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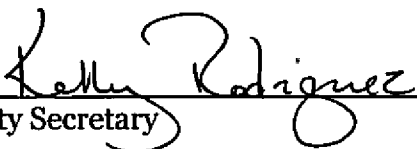
SIGNATURE PAGE TO
INTERLOCAL COOPERATION CONTRACT
by and between
City of Windcrest, Texas
and
Bexar County Water Control and Improvement District Number 10

Agreed and Approved:

CITY OF WINDCREST

BY: 
Mayor

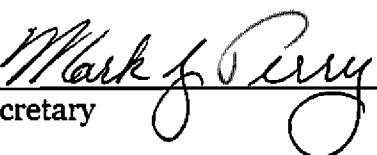
ATTEST:


City Secretary

BEXAR COUNTY WATER CONTROL AND
IMPROVEMENT DISTRICT #10

By: 
President:

ATTEST:


Secretary

LIST OF APPENDICES:

Appendix 1: Location of Utility Services Provided by District to City

Appendix 2: City Specifications for Street and Alley Repairs

APPENDIX 1

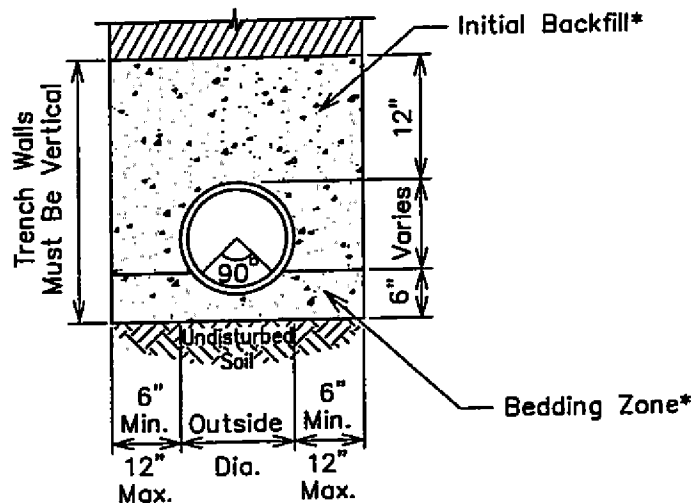
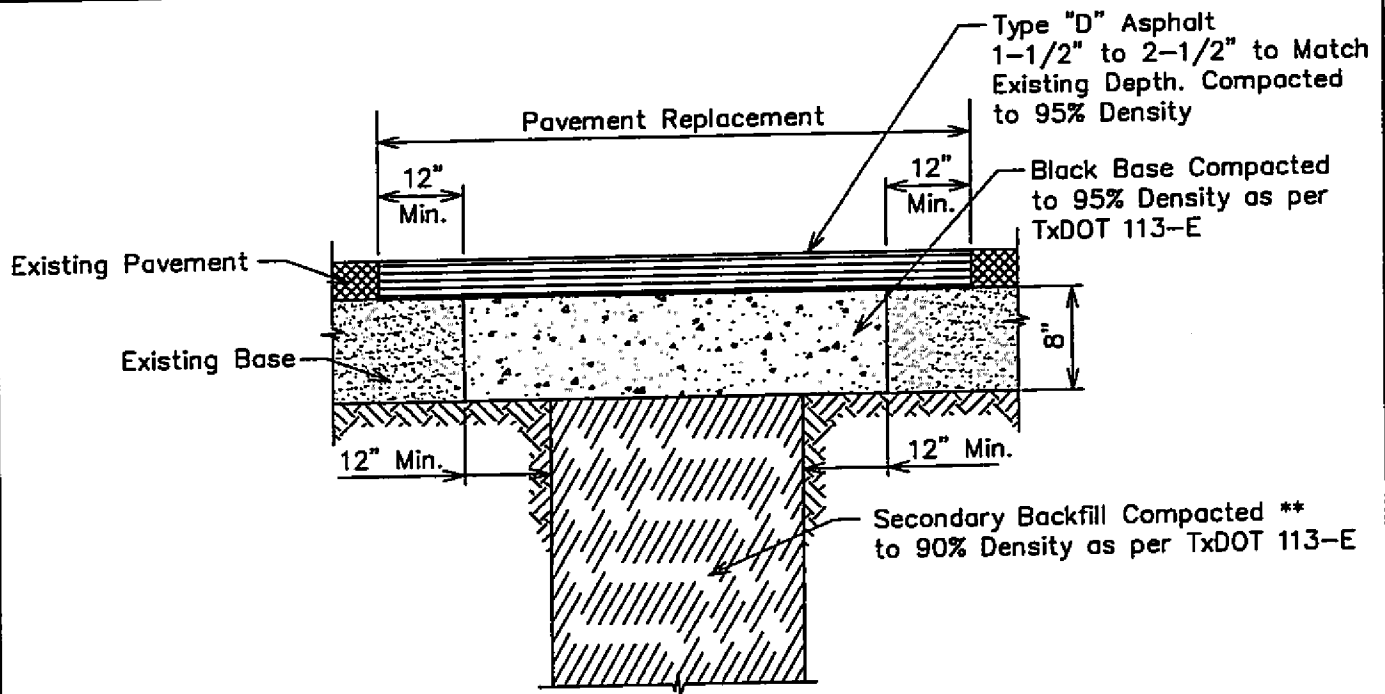
Location of Services Provided to City

Account Number	Location
1. W00010	Autumn Sunset - Open Area (Inactive Since 2001)
2. W00156	6100 Brook Falls – Open Area (Inactive Since 2001)
3. W00307	Corto Circle Island – Open Area (Inactive Since 2001)
4. W00332	6000 Crescent Falls – Open Area (Inactive Since 2001)
5. W00969	Hidden Hollow/Windrock Island (Inactive Since 2001)
6. W01811	Windgarden Circle Island (Active)
7. W02018	8300 Windway - Open Area (Active)
8. W02086	Windy Hollow – Open Area (Inactive Since 2001)
9. W05220	Fourwinds – Open Area (Active)
10. W07182	Walzem/Midcrown – Open Area (East) (Infrequent)
11. W07183	Walzem/Midcrown – Open Area (West) (Active)
12. W07190	8601 Midcrown (Fire Station Irrigation) (Active)
13. W07195	8601 Midcrown (City Hall) (Active)
14. W07196	8601 Midcrown (City Hall Irrigation) (Active)
15. oC0615	Dormitory, 421 Dalecrest (Active)
16. oC0616	Dormitory, 461 Golfcrest (Active)
17. W07220	9315 Jim Seal Drive (Maintenance Facility) (Active)

APPENDIX 2

City Specifications for Street and Alley Repairs

See Attached Two Pages



WATER AND/OR SANITARY SEWER PIPE
NEW, REPAIRED OR REPLACED UNDER STREET
 NOT TO SCALE

- * Bedding and Backfill Shall be in Accordance with S.A.W.S. Specifications 804.
- ** Secondary Backfill Shall be in Accordance with S.A.W.S. Specifications 804.

NOTE:

Areas with Extensive Erosion Due to Leaks will be Field Investigated by the City Engineer and the Limits of Repair will be Determined at that Time.

CITY OF WINDCREST

EXHIBIT

NOVEMBER 2011

SHEET 1 OF 2

**Lease Agreement
By and between
City of Windcrest, Texas
and
Bexar County Water Control and Improvement District Number 10**

This Lease Agreement ("Agreement") is made and entered by and between the City of Windcrest, Texas ("City"), as "Landlord," and the Bexar County Water Control and Improvement District Number 10 ("District"), as "Tenant," on this 16th day of July, 2012. The City and the District are jointly referred to hereinafter as the "Parties."

RECITALS

WHEREAS, the City is home rule municipality and municipal body politic incorporated in 1959; and

WHEREAS, the District is a special district formed on November 28, 1955, in accordance with Article XVI § 59 of the Texas Constitution, and operating pursuant to Chapter 49 of the Texas Water Code; and

WHEREAS, the City and District have co-existed and operated cooperatively since the incorporation of the City, and have engaged in the sharing of resources on a mutually-beneficial basis; and

WHEREAS, the District currently houses its office operations and equipment in premises owned by the City; and

WHEREAS, City and District each desire that the District continues to conduct its operations in premises owned by the City under mutually-agreeable, written terms; and

WHEREAS, the Parties each find executing of this Lease Agreement to be in their respective best interests, and the best interests of the citizens of the City and the ratepayers of the District;

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

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Article I. Basic Lease Terms

Landlord: City of Windcrest, Texas

Landlord's Address: 8601 Midcrown
Windcrest, Texas 78239
Attn: City Manager
Fax: 210-655-8776

Tenant: Bexar County Water Control & Improvement District #10

Tenant's Address: 8601 Midcrown
Windcrest, Texas 78239
Attn: General Manager
Fax: (210) 654-3888

Primary Term: 60 months, commencing on August 1, 2012 ("Commencement Date") and ending at 11:59 p.m. on July 31, 2017 ("Termination Date") subject to the "Termination Grace Period" provided in Article V hereof.

Automatic renewal/Extended Term:

Unless terminated in writing not less than sixty (60) days prior to the fifth anniversary of the Commencement Date, this Agreement will automatically be extended for an additional term of twelve (12) months ("Extended Term") beginning on the calendar day following the Termination Date and thereafter shall be extended for successive twelve (12) month terms unless terminated by giving notice not less than sixty (60) days prior to the expiration of the term; subject to the "Termination Grace Period" provided in Article V hereof.

Base Rent (monthly): \$100.00

Security Deposit: NONE

Permitted Use of **Premises "A"**: General office space for administration and management of a water utility, and all functions pertinent and incidental thereto, including file storage, and housing of computerized data.

Permitted Use of **Premises "B"**: Maintenance facility, equipment and materials storage, motor pool and general shop operations

pertinent to the production and delivery of retail water service.

Article II. Demised Premises

Premises "A"

Approximate square feet: 380 ft.²
Name of Building: City Hall
Street address/suite: 8601 Midcrown
City, state, zip: Windcrest, TX 78239

LCJ weaver
BGA
DHW
J. A.
MV

***"Premises A"** is more fully described and depicted in the attached **"Attachment 1."**

Premises "B"

Description of space: Three (3) rooms situated in the south east portion of the maintenance building; One (1) inside parking bay -- distinguishing feature is pit in the floor; Three (3) covered parking bays; Approximately 1/2 covered parking bay; Four parking spaces in the parking lot.
Name of Building: City Maintenance Facility
Street address/suite: 9326 Jim Seal Drive
City, state, zip: Windcrest, TX 78239

***"Premises B"** is more fully described and depicted as shaded spaces in the attached **"Attachment 2."**

Article III. Definitions

"Normal Operating Hours" means 8:00 A.M. to 5:00 P.M. Monday through Friday, except holidays.

"Common Areas" means all facilities and areas of the Premises and associated parking facilities and the related land that are intended and designated by Landlord from time to time for the common, general, and nonexclusive use of all occupants of the Premises. The term "Common Areas" includes, without limitation, kitchen and restroom facilities.

"Essential Services" means the following services: (a) air-conditioning and heating to the Premises reasonable for the Permitted Use (inclusive of air-conditioning and heating) during Normal Operating Hours and at such other times as Landlord and Tenant may agree on; (b) hot and cold water for lavatory and drinking purposes; (c) electricity and outlets for normal office machines and standard lighting reasonable for the Permitted Use; (d) communications demarcation points and outlets (including for telephone, fax, modem, server and router); and (e) access to conference areas for its regularly scheduled and special meetings.

"Injury" means (a) harm to or impairment or loss of property or its use, (b) harm to or death of a person, or (c) "personal and advertising injury" as defined in the form of liability insurance Tenant is required to maintain.

"Landlord" means the City of Windcrest, Texas and its agents, employees, invitees, licensees, or visitors.

"Parking Facility" means all surface lots or other areas designated for parking by occupants of the Premises.

"Rent" means Base Rent payable by Tenant to Landlord.

"Tenant" means Bexar County Water Control & Improvement District #10 and its agents, contractors, employees, invitees, licensees, or visitors.

Article IV. Clauses and Covenants

A. Tenant agrees to—

1. Lease the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date and for any Extended Term hereof.

2. Accept "**Premises A**" and "**Premises B**" in their present condition "AS IS," the Premises being currently suitable for the Permitted Use.

3. Obey (a) all applicable laws relating to the use, condition, and occupancy of the Premises; and (b) any requirements imposed by utility companies serving or insurance companies covering the Premises.

4. Pay rent to the Landlord monthly, in advance, on the first day of the month, at Landlord's Address.

5. Repair, replace, and maintain any part of the Premises that Landlord is not obligated to repair, replace, or maintain, normal wear excepted.

6. Submit in writing to Landlord any request for repairs, replacement, and maintenance that are the obligations of Landlord.

7. Vacate the Premises and return all keys to the Premises on the last day of the Term, or any extended Term.

B. Tenant agrees not to—

1. Use the Premises for any purpose other than the Permitted Use.

2. Create a nuisance.

3. Interfere with Landlord's, or any other tenant's normal business operations, or Landlord's management of the Building.

4. Permit any waste.

5. Use the Premises in any way that would increase insurance premiums or void insurance on the Building.

6. Change Landlord's lock system; provided, however Tenant is expressly authorized to, in its sole discretion, change the lock and key for "Premises A"

7. Alter the Premises.

8. Allow a lien to be placed on the Premises.

9. Assign this lease or sublease any portion of the Premises without Landlord's written consent.

C. Landlord agrees to—

1. Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

2. Obey all applicable laws with respect to Landlord's operation of the Building and Common Areas.

3. Provide the Essential Services.

4. Provide Tenant with quiet enjoyment of the Premises.

5. Repair, replace, and maintain the (a) roof, (b) foundation, (c) Common

Areas to include restroom and kitchen facilities, (d) structural soundness of the exterior walls, doors, corridors, and windows, and (e) other structures or equipment serving the Premises.

6. Install, at Landlord's expense, an electrical/power circuit separately metered, and dedicated exclusively for use by Tenant at ***Premises A.***

D. Landlord agrees not to—

1. Interfere with Tenant's possession of the Premises as long as Tenant is not in default.
2. Interfere with Tenant's normal business operations.

E. Landlord and Tenant agree to the following:

1. ***Alterations and Improvements to the Leased Premises.***

a. **Tenant Improvements.** Tenant may, in its sole discretion, make any alterations, or improvements in or to "Premises A;" provided however, that any alterations, physical additions, improvements, and fixtures, including but not limited to trade fixtures, added to or installed by either party hereto shall remain upon and be surrendered with the Premises and become the property of Landlord upon the expiration or earlier termination of this Lease without credit to Tenant. This clause shall not apply to moveable equipment, furniture or moveable trade fixtures owned by Tenant, which may be removed by Tenant at the end of the term of this Lease. Tenant shall not have authority or power, express or implied, to create or cause any mechanic's or material men's lien, charge or encumbrance of any kind against the Premises.

b. **No Construction or Improvements to "Premises B."** Tenant may not make any alterations, or improvements in or to "Premises B," without the express written consent of Landlord.

2. ***Tenant's use and Parking.*** Tenant, and its employees and customers, and when duly authorized pursuant to the provisions of this Lease, its licensees and customers, shall have the non-exclusive right to use the Common Area, including surface parking lot(s), as constituted from time to time and such use is to be in common with the Landlord, other tenants in the City Hall and other persons permitted by Landlord to use the same, and subject to such reasonable rules and regulations governing use as Landlord may from time to time prescribe.

3. Insurance. Landlord shall provide fire and extended coverage insurance for the improvements on the Premises. Landlord and Tenant shall each maintain general public liability insurance for damage to property and injury or death to persons arising out of and in connection with the use of the Premises. The general liability insurance furnished by each party shall be at least \$1,000,000.00. Each party may maintain contents coverage as desired by the respective parties.

4. Release of Claims/Subrogation. LANDLORD AND TENANT RELEASE EACH OTHER FROM ALL CLAIMS OR LIABILITIES FOR DAMAGE TO THE PREMISES OR CITY HALL, DAMAGE TO OR LOSS OF PERSONAL PROPERTY WITHIN THE CITY HALL, AND LOSS OF BUSINESS OR REVENUES THAT ARE COVERED BY THE RELEASING PARTY'S PROPERTY INSURANCE OR THAT WOULD HAVE BEEN COVERED BY THE REQUIRED INSURANCE IF THE PARTY FAILS TO MAINTAIN THE PROPERTY COVERAGES REQUIRED BY THIS LEASE. THE PARTY INCURRING THE DAMAGE OR LOSS WILL BE RESPONSIBLE FOR ANY DEDUCTIBLE OR SELF-INSURED RETENTION UNDER ITS PROPERTY INSURANCE. LANDLORD AND TENANT WILL NOTIFY THE ISSUING PROPERTY INSURANCE COMPANIES OF THE RELEASE SET FORTH IN THIS PARAGRAPH AND WILL HAVE THE PROPERTY INSURANCE POLICIES ENDORSED, IF NECESSARY, TO PREVENT INVALIDATION OF COVERAGE. THIS RELEASE WILL NOT APPLY IF IT INVALIDATES THE PROPERTY INSURANCE COVERAGE OF THE RELEASING PARTY. **THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF THE RELEASED PARTY BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASED PARTY.**

5. Casualty/Total or Partial Destruction

- a. If the Premises are damaged by casualty and can be restored within ninety days, Landlord will, at its expense, restore the roof, foundation, Common Areas, and structural soundness of the exterior walls of the Premises and any leasehold improvements within the Premises that are not within Tenant's Rebuilding Obligations to substantially the same condition that existed before the casualty and Tenant will, at its expense, replace any of its damaged furniture, fixtures, and personal property and restore any leasehold improvements that are within Tenant's Rebuilding Obligations. If Landlord fails to complete the portion of the restoration for which Landlord is responsible within ninety days from the date of written notification by Tenant to Landlord of the casualty, Tenant may terminate this lease by written notice delivered to Landlord before Landlord completes Landlord's restoration obligations.
- b. If the Premises cannot be restored within ninety days, Landlord has an option to restore the Premises. If Landlord chooses not to restore, this lease will terminate. If Landlord chooses to restore,

Landlord will notify Tenant of the estimated time to restore and give Tenant an option to terminate this lease by notifying Landlord within ten days. If Tenant does not terminate this lease, the lease will continue and Landlord will restore the Premises as provided in a. above.

- c. To the extent the Premises are untenantable after the casualty, the Rent will be adjusted as may be fair and reasonable.

6. **Default by Landlord/Events.** An event of default by Landlord includes the failure to comply with any provision of this lease within thirty days after written notice or failing to provide Essential Services to Tenant within ten days after written notice.

7. **Default by Landlord/Tenant's Remedies.** Tenant's remedies for Landlord's default are to sue for damages and, if Landlord does not provide an Essential Service within ten days after default, terminate this lease.

8. **Default by Tenant/Events.** An event of default by Tenant (a) includes the failure to pay timely Rent, (b) abandoning or vacating a substantial portion of the Premises without paying rent, or (c) failure to comply within ten days after written notice with any provision of this lease other than the defaults set forth in (a) and (b) above.

9. **Default by Tenant/Landlord's Remedies.** Landlord's remedies for Tenant's default are to terminate this lease by written notice and sue for damages, which shall be limited to rents due for the term of this lease, subject to Landlord's obligation to mitigate its damages.

10. **Default/Waiver/Mitigation.** It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease or provided by applicable law. Landlord and Tenant have a duty to mitigate damages.

11. **Holdover.** Strictly subject to Article V hereof, if Tenant does not vacate the Premises following termination of this lease, Tenant will become a tenant at will and must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term.

Article V. Termination Grace Period

1. Landlord and Tenant agree that Tenant shall retain a continued right to occupy and utilize "**Premises B**" in conformance with the Permitted Use for a period of 180 days following the date of termination and/or expiration of this Lease

("Termination Grace Period"), irrespective of whether such termination or expiration of this Lease results from the occurrence of the Termination Date, or other act or occurrence.

2. Article V shall survive termination and/or expiration of this Lease, and any termination of the remainder of this Lease shall not effect or otherwise work as a termination of this Article.

Article VI. Miscellaneous

1. ***Alternative Dispute Resolution.*** Landlord and Tenant agree to mediate in good faith before filing a suit for damages.

2. ***Attorney's Fees.*** If either party retains an attorney to enforce this lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court costs.

3. ***Venue.*** Exclusive venue will be in the state district courts of Bexar County, Texas, and this clause shall be deemed to be the Parties' forum and venue selection agreement.

4. ***Entire Agreement.*** This lease, together with Attachments 1 and 2 comprise the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this lease or to any expressly mentioned exhibits and riders not incorporated in writing in this lease.

5. ***Amendment of Lease.*** This lease may be amended only by an instrument in writing signed by Landlord and Tenant.

6. ***Notices.*** Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, or facsimile transmission and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

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EXECUTION PAGE TO LEASE AGREEMENT

**By and between
City of Windcrest, Texas
and**

Bexar County Water Control and Improvement District Number 10

Landlord:

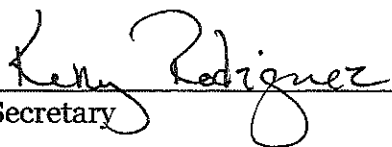
CITY OF WINDCREST

BY:



Mayor

ATTEST:

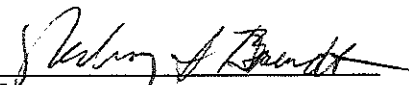


City Secretary

Tenant:

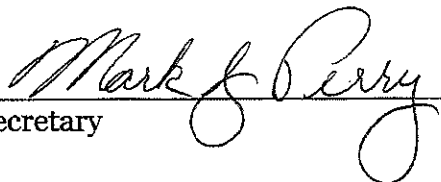
BEXAR COUNTY WATER
CONTROL & IMPROVEMENT
DISTRICT #10

By:



President:

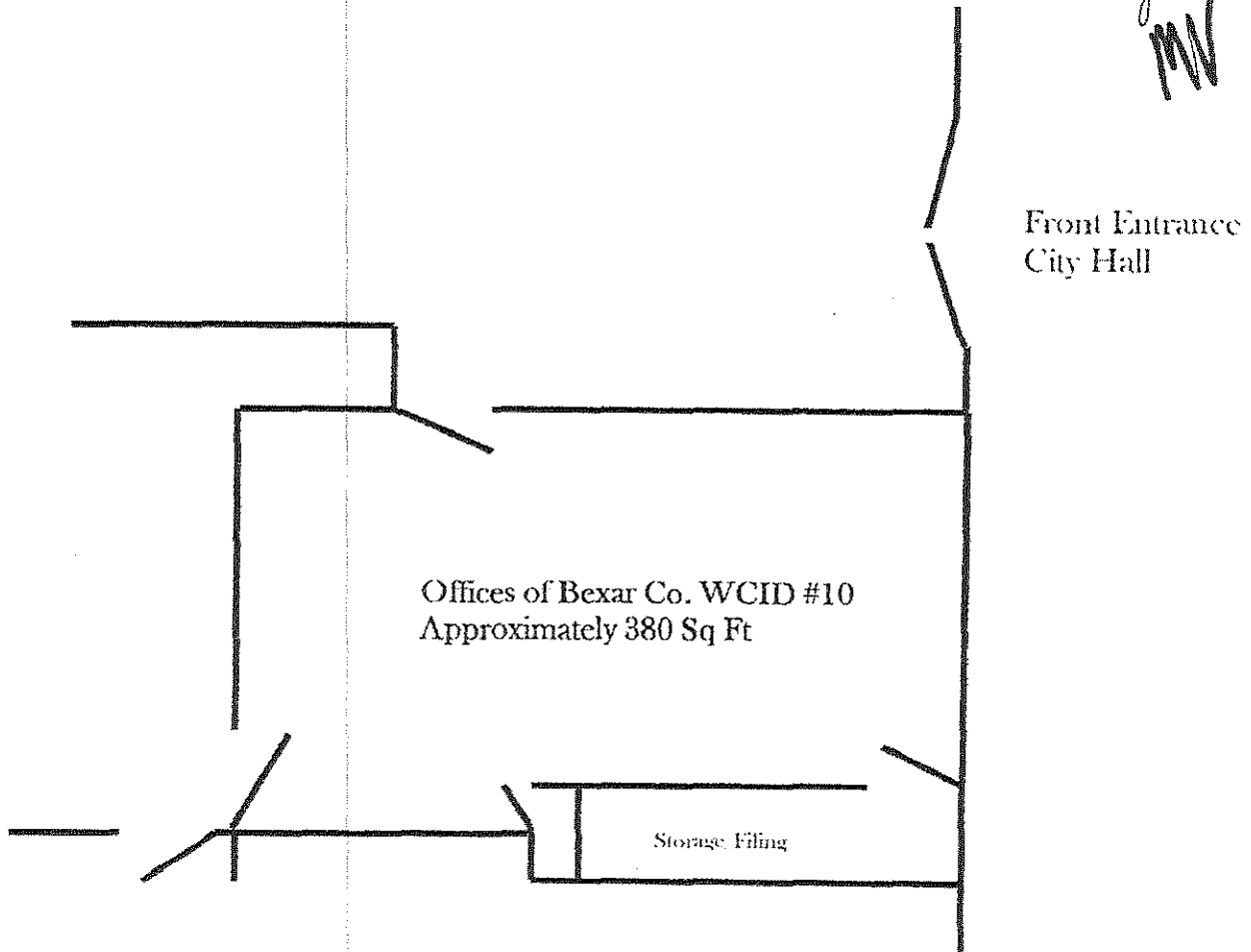
ATTEST:



Secretary

Attachment 1
Improvements Occupied by Tenant Within
Windcrest City Hall ("Premises A")

*Between
BSA
Erm
J.F.
MW*

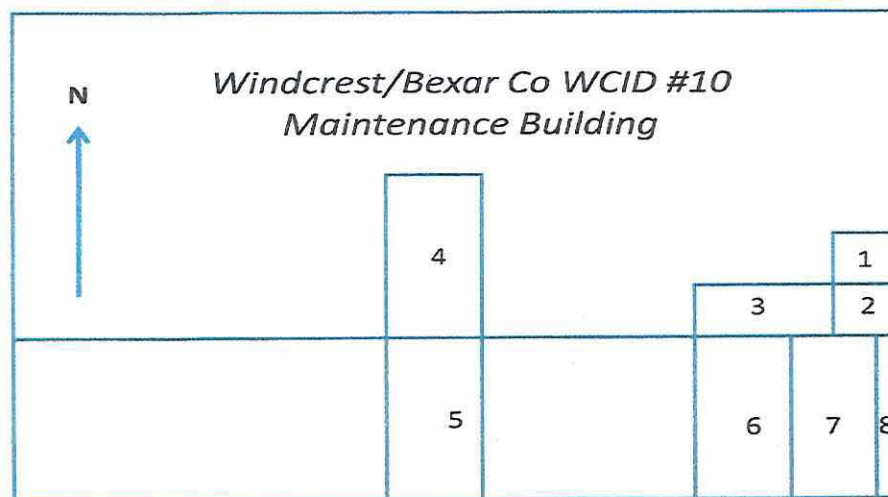


Note: This Floor Plan is NOT
To Scale. Locations are Approximate
And are Only Meant to Show Relative Location
Within City Hall.

ATTACHMENT 2
Improvements occupied by Tenant within "Premises B"

Note: The drawing below is not to scale. It is only used to show the relative location of the spaces discussed below.

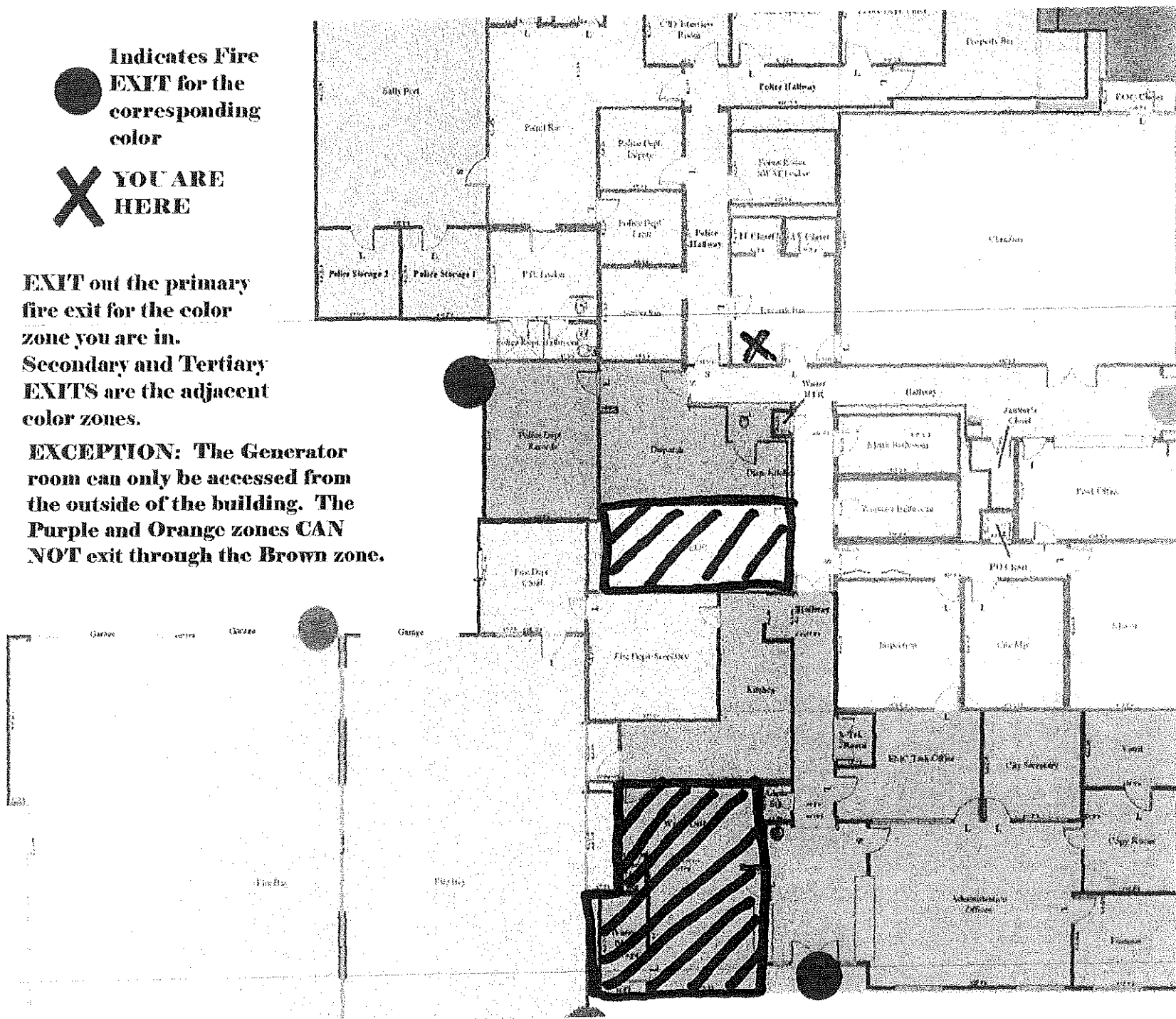
1. Three rooms situated in the south east portion of the maintenance building for use as office for field supervisor (1), a room for bench stock inventory (2), and a workshop (3).
2. One inside parking bay (4) for the District's sewer cleaning truck. Distinguishing feature is pit in the floor.
3. Three covered parking bays, one immediately outside the inside bay where the sewer cleaning machine (5) is parked and two at the eastern end of the covered parking area (6 and 7).
4. Approximately 1/2 covered parking bay at extreme eastern end of the covered bay (8) to be used as a storage area for equipment and supplies that don't have to be inside, but need to be protected.
5. Four parking spaces in the parking lot to park miscellaneous District equipment (trailer, vehicles, backhoe, etc.)



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

**X YOU ARE
HERE**

EXCEPTION: The Generator room can only be accessed from the outside of the building. The Purple and Orange zones CAN NOT exit through the Brown zone.



 Spaces
to be occupied
by BNCID
No. 10

1521
John
J. H.
B. B.
W. W.

FIRST AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE CITY
OF WINDCREST, TEXAS AND THE BEXAR COUNTY WATER
CONTROL AND IMPROVEMENT DISTRICT NUMBER 10

WHEREAS, the CITY OF WINDCREST, TEXAS (hereinafter referred to as "City") and the BEXAR COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER 10 (hereinafter referred to as "Water District") entered into a lease agreement on or about July 16, 2012 for the use of city owned facilities by the Water District; and

WHEREAS, the City and Water District have determined that it would be in the public interest for the Water District to use additional space in the city hall facilities so that the original lease needs to be amended to reflect such change.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, for a good and valuable consideration, City and Water District agree as follows:

1. The reference to "Primary Term" in Article I shall be amended to read as follows:

"Lease Term: Commencing on August 1, 2012 ("Commencement Date") and ending at 11:59 pm on July 31, 2022 ("Termination Date") subject to the "Termination Grace Period" provided in Article V hereof."
2. The reference to "Approximate square feet: 380 ft.²" at the beginning of the description of *Premises "A"* in Article II is deleted.
3. The reference in Article II to "*Premises "A"*" is more fully described and depicted in the attached "*Attachment I*" is amended to read as following:

"*Premises "A"* is more fully described and depicted in the attached "*Attachment I*" and also includes the office currently occupied by the Mayor and previously occupied by the Economic Development Corporation as depicted in the drawing labeled "Exhibit 1" attached to this amendment."
4. A new **Article VII. Option to Renew** as stated below shall be added to the lease:

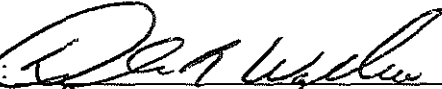
"Article VII. Option to Renew"

Provided that the Water District shall not be in default at the termination of the lease, the Water District shall have the option to extend the lease for an additional five (5) years on the same terms and conditions in existence at the date of termination of the lease. Such option shall be deemed to be exercised if Water District gives the City written notice of its intention to exercise this option at least four (4) months prior to the date of termination of the lease."

5. This amendment shall be effective immediately upon approval of the City Council of the City and the Board of Directors of the Water District, provided that the City shall have thirty (30) days after the last governing body's approval to vacate the Mayor's office space.

Tenant:
BEXAR COUNTY WATER CONTROL
AND IMPROVEMENT DISTRICT
NUMBER 10

Landlord:
CITY OF WINDCREST

By: 
Name: David L. Whitten
Title: General Manager
Date: January 25, 2016

By: _____
Rafael Castillo, City Manager

Date: January 25, 2016

ATTEST:

ATTEST:


Secretary


Kelly Rodriguez, City Secretary



WINDCREST TEXAS

RESOLUTION NO. 2016-383A(R)

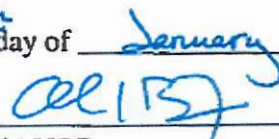
A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE CITY OF WINDCREST AND THE BEXAR COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER 10 DATED JULY 16, 2012 AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID FIRST AMENDMENT TO THE LEASE ON BEHALF OF THE CITY

WHEREAS, the City of Windcrest and Bexar County Water Control and Improvement District Number 10 (hereinafter referred to as "Water District") entered into a lease agreement on or about July 16, 2012 for use of city hall facilities and maintenance facilities by the Water District; and

WHEREAS, it would be in the public interest to amend said lease to authorize the use of additional space in the city hall facilities by the Water District.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WINDCREST, TEXAS that the attached First Amendment of the Lease Agreement between the City of Windcrest and the Bexar County Water Control and Improvement District Number 10 is hereby approved and the City Manager is authorized to execute such first amendment on behalf of the City.

PASSED AND APPROVED this 25th day of January, 2016.


MAYOR

ATTEST:


CITY SECRETARY

APPROVED AS TO FORM:


CITY ATTORNEY

2016-383A(R)



FIRST AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE CITY
OF WINDCREST, TEXAS AND THE BEXAR COUNTY WATER
CONTROL AND IMPROVEMENT DISTRICT NUMBER 10

WHEREAS, the CITY OF WINDCREST, TEXAS (hereinafter referred to as "City") and the BEXAR COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER 10 (hereinafter referred to as "Water District") entered into a lease agreement on or about July 16, 2012 for the use of city owned facilities by the Water District; and

WHEREAS, the City and Water District have determined that it would be in the public interest for the Water District to use additional space in the city hall facilities so that the original lease needs to be amended to reflect such change.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, for a good and valuable consideration, City and Water District agree as follows:

1. The reference to "Primary Term" in Article I shall be amended to read as follows:

"Lease Term: Commencing on August 1, 2012 ("Commencement Date") and ending at 11:59 pm on July 31, 2022 ("Termination Date") subject to the "Termination Grace Period" provided in Article V hereof."
2. The reference to "Approximate square feet: 380 ft.²" at the beginning of the description of *Premises "A"* in Article II is deleted.
3. The reference in Article II to "*Premises "A"*" is more fully described and depicted in the attached "*Attachment 1*" is amended to read as following:

"*Premises "A"* is more fully described and depicted in the attached "*Attachment 1*" and also includes the office currently occupied by the Mayor and previously occupied by the Economic Development Corporation as depicted in the drawing labeled "Exhibit 1" attached to this amendment."
4. A new Article VII. Option to Renew as stated below shall be added to the lease:

"Article VII. Option to Renew"

Provided that the Water District shall not be in default at the termination of the lease, the Water District shall have the option to extend the lease for an additional five (5) years on the same terms and conditions in existence at the date of termination of the lease. Such option shall be deemed to be exercised if Water District gives the City written notice of its intention to exercise this option at least four (4) months prior to the date of termination of the lease."

5. This amendment shall be effective immediately upon approval of the City Council of the City and the Board of Directors of the Water District, provided that the City shall have thirty (30) days after the last governing body's approval to vacate the Mayor's office space.

Tenant:
BEXAR COUNTY WATER CONTROL
AND IMPROVEMENT DISTRICT
NUMBER 10

By: 
Name: David J. Whitten
Title: General Manager
Date: January 25, 2016

ATTEST:


Secretary

Landlord:
CITY OF WINDCREST

By: 
Rafael Castillo, City Manager
Date: January 25, 2016

ATTEST:


Kelly Rodriguez, City Secretary

Joint Proposal of City Council / BCWCID No. 10
regarding modification and extension of lease
executed July 16, 2012

It is proposed that the lease, attached hereto, be amended as follows:

- 1) On page 3 under Premises "A", remove the term relating to "approximate square feet."
- 2) ^{On page 3} "Premises A" is more fully described and depicted in the attached "Attachment 1" and also includes the office occupied by the mayor, previously occupied by the EDC as specified in the drawing, Exhibit 1 attached to this agreement.
- 3) On page 2 change section "Primary Term" to "Lease Term" and modify to reflect an end time/date of 11:59 p.m. on July 31, 2022.
- 4) ~~On page 2~~ Add a term providing option at end of lease term for BCWCID to extend lease on same terms then existing for a period of 5 years.

It is agreed that upon execution of this agreement by an authorized representative of the Windcrest City Council and BCWCID No. 10, the lease terms will take effect immediately with the exception of the term ~~pertaining~~ regarding

MV
BBA
Dru
J.F.
Pez
wean

the mayor's office. The office will be empty and available for use by BCWCID No. 10 no later than 30 days after final execution of the lease amendment and extension.

It is the understanding of the committee members that the above proposal, without amendment, will be voted upon by BCWCID No. 10 and the Windust City Council during the month of January.

Signed on January 9, 2015

Bertie S. Alexander
BERTIE S. ALEXANDER

David L. Wallace
DAVID L. WALLACE

John E. Fagin
John E. Fagin

Matthew E. Vandenberg
Matthew E. Vandenberg

Rafael G. G. G. G.
Rafael G. G. G. G.

**Lease Agreement
By and between
City of Windcrest, Texas
and
Bexar County Water Control and Improvement District Number 10**

This Lease Agreement ("Agreement") is made and entered by and between the City of Windcrest, Texas ("City"), as "Landlord," and the Bexar County Water Control and Improvement District Number 10 ("District"), as "Tenant," on this 16th day of July, 2012. The City and the District are jointly referred to hereinafter as the "Parties."

RECITALS

WHEREAS, the City is home rule municipality and municipal body politic incorporated in 1959; and

WHEREAS, the District is a special district formed on November 28, 1955, in accordance with Article XVI § 59 of the Texas Constitution, and operating pursuant to Chapter 49 of the Texas Water Code; and

WHEREAS, the City and District have co-existed and operated cooperatively since the incorporation of the City, and have engaged in the sharing of resources on a mutually-beneficial basis; and

WHEREAS, the District currently houses its office operations and equipment in premises owned by the City; and

WHEREAS, City and District each desire that the District continues to conduct its operations in premises owned by the City under mutually-agreeable, written terms; and

WHEREAS, the Parties each find executing of this Lease Agreement to be in their respective best interests, and the best interests of the citizens of the City and the ratepayers of the District;

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

{THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK}

Article I. Basic Lease Terms

Landlord: City of Windcrest, Texas

Landlord's Address: 8601 Midcrown
Windcrest, Texas 78239
Attn: City Manager
Fax: 210-655-8776

Tenant: Bexar County Water Control & Improvement District #10

Tenant's Address: 8601 Midcrown
Windcrest, Texas 78239
Attn: General Manager
Fax: (210) 654-3888

Primary Term: 60 months, commencing on August 1, 2012 ("Commencement Date") and ending at 11:59 p.m. on July 31, 2017 ("Termination Date") subject to the "Termination Grace Period" provided in Article V hereof.

Automatic renewal/Extended Term:

Unless terminated in writing not less than sixty (60) days prior to the fifth anniversary of the Commencement Date, this Agreement will automatically be extended for an additional term of twelve (12) months ("Extended Term") beginning on the calendar day following the Termination Date and thereafter shall be extended for successive twelve (12) month terms unless terminated by giving notice not less than sixty (60) days prior to the expiration of the term; subject to the "Termination Grace Period" provided in Article V hereof.

Base Rent (monthly): \$100.00

Security Deposit: NONE

Permitted Use of **Premises "A"**: General office space for administration and management of a water utility, and all functions pertinent and incidental thereto, including file storage, and housing of computerized data.

Permitted Use of **Premises "B"**: Maintenance facility, equipment and materials storage, motor pool and general shop operations

pertinent to the production and delivery of retail water service.

Article II. Demised Premises

Premises "A"

Approximate square feet: 380 ft.²
Name of Building: City Hall
Street address/suite: 8601 Midcrown
City, state, zip: Windcrest, TX 78239

LCJ weaver
BGA
DHW
J. A.
MV

***"Premises A"** is more fully described and depicted in the attached **"Attachment 1."**

Premises "B"

Description of space: Three (3) rooms situated in the south east portion of the maintenance building; One (1) inside parking bay -- distinguishing feature is pit in the floor; Three (3) covered parking bays; Approximately 1/2 covered parking bay; Four parking spaces in the parking lot.
Name of Building: City Maintenance Facility
Street address/suite: 9326 Jim Seal Drive
City, state, zip: Windcrest, TX 78239

***"Premises B"** is more fully described and depicted as shaded spaces in the attached **"Attachment 2."**

Article III. Definitions

"Normal Operating Hours" means 8:00 A.M. to 5:00 P.M. Monday through Friday, except holidays.

"Common Areas" means all facilities and areas of the Premises and associated parking facilities and the related land that are intended and designated by Landlord from time to time for the common, general, and nonexclusive use of all occupants of the Premises. The term "Common Areas" includes, without limitation, kitchen and restroom facilities.

"Essential Services" means the following services: (a) air-conditioning and heating to the Premises reasonable for the Permitted Use (inclusive of air-conditioning and heating) during Normal Operating Hours and at such other times as Landlord and Tenant may agree on; (b) hot and cold water for lavatory and drinking purposes; (c) electricity and outlets for normal office machines and standard lighting reasonable for the Permitted Use; (d) communications demarcation points and outlets (including for telephone, fax, modem, server and router); and (e) access to conference areas for its regularly scheduled and special meetings.

"Injury" means (a) harm to or impairment or loss of property or its use, (b) harm to or death of a person, or (c) "personal and advertising injury" as defined in the form of liability insurance Tenant is required to maintain.

"Landlord" means the City of Windcrest, Texas and its agents, employees, invitees, licensees, or visitors.

"Parking Facility" means all surface lots or other areas designated for parking by occupants of the Premises.

"Rent" means Base Rent payable by Tenant to Landlord.

"Tenant" means Bexar County Water Control & Improvement District #10 and its agents, contractors, employees, invitees, licensees, or visitors.

Article IV. Clauses and Covenants

A. Tenant agrees to—

1. Lease the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date and for any Extended Term hereof.

2. Accept "**Premises A**" and "**Premises B**" in their present condition "AS IS," the Premises being currently suitable for the Permitted Use.

3. Obey (a) all applicable laws relating to the use, condition, and occupancy of the Premises; and (b) any requirements imposed by utility companies serving or insurance companies covering the Premises.

4. Pay rent to the Landlord monthly, in advance, on the first day of the month, at Landlord's Address.

5. Repair, replace, and maintain any part of the Premises that Landlord is not obligated to repair, replace, or maintain, normal wear excepted.

6. Submit in writing to Landlord any request for repairs, replacement, and maintenance that are the obligations of Landlord.

7. Vacate the Premises and return all keys to the Premises on the last day of the Term, or any extended Term.

B. Tenant agrees not to—

1. Use the Premises for any purpose other than the Permitted Use.

2. Create a nuisance.

3. Interfere with Landlord's, or any other tenant's normal business operations, or Landlord's management of the Building.

4. Permit any waste.

5. Use the Premises in any way that would increase insurance premiums or void insurance on the Building.

6. Change Landlord's lock system; provided, however Tenant is expressly authorized to, in its sole discretion, change the lock and key for "Premises A"

7. Alter the Premises.

8. Allow a lien to be placed on the Premises.

9. Assign this lease or sublease any portion of the Premises without Landlord's written consent.

C. Landlord agrees to—

1. Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

2. Obey all applicable laws with respect to Landlord's operation of the Building and Common Areas.

3. Provide the Essential Services.

4. Provide Tenant with quiet enjoyment of the Premises.

5. Repair, replace, and maintain the (a) roof, (b) foundation, (c) Common

Areas to include restroom and kitchen facilities, (d) structural soundness of the exterior walls, doors, corridors, and windows, and (e) other structures or equipment serving the Premises.

6. Install, at Landlord's expense, an electrical/power circuit separately metered, and dedicated exclusively for use by Tenant at ***Premises A.***

D. Landlord agrees not to—

1. Interfere with Tenant's possession of the Premises as long as Tenant is not in default.
2. Interfere with Tenant's normal business operations.

E. Landlord and Tenant agree to the following:

1. ***Alterations and Improvements to the Leased Premises.***

a. **Tenant Improvements.** Tenant may, in its sole discretion, make any alterations, or improvements in or to "Premises A;" provided however, that any alterations, physical additions, improvements, and fixtures, including but not limited to trade fixtures, added to or installed by either party hereto shall remain upon and be surrendered with the Premises and become the property of Landlord upon the expiration or earlier termination of this Lease without credit to Tenant. This clause shall not apply to moveable equipment, furniture or moveable trade fixtures owned by Tenant, which may be removed by Tenant at the end of the term of this Lease. Tenant shall not have authority or power, express or implied, to create or cause any mechanic's or material men's lien, charge or encumbrance of any kind against the Premises.

b. **No Construction or Improvements to "*Premises B.*"** Tenant may not make any alterations, or improvements in or to "Premises B," without the express written consent of Landlord.

2. ***Tenant's use and Parking.*** Tenant, and its employees and customers, and when duly authorized pursuant to the provisions of this Lease, its licensees and customers, shall have the non-exclusive right to use the Common Area, including surface parking lot(s), as constituted from time to time and such use is to be in common with the Landlord, other tenants in the City Hall and other persons permitted by Landlord to use the same, and subject to such reasonable rules and regulations governing use as Landlord may from time to time prescribe.

3. Insurance. Landlord shall provide fire and extended coverage insurance for the improvements on the Premises. Landlord and Tenant shall each maintain general public liability insurance for damage to property and injury or death to persons arising out of and in connection with the use of the Premises. The general liability insurance furnished by each party shall be a least \$1,000,000.00. Each party may maintain contents coverage as desired by the respective parties.

4. Release of Claims/Subrogation. LANDLORD AND TENANT RELEASE EACH OTHER FROM ALL CLAIMS OR LIABILITIES FOR DAMAGE TO THE PREMISES OR CITY HALL, DAMAGE TO OR LOSS OF PERSONAL PROPERTY WITHIN THE CITY HALL, AND LOSS OF BUSINESS OR REVENUES THAT ARE COVERED BY THE RELEASING PARTY'S PROPERTY INSURANCE OR THAT WOULD HAVE BEEN COVERED BY THE REQUIRED INSURANCE IF THE PARTY FAILS TO MAINTAIN THE PROPERTY COVERAGES REQUIRED BY THIS LEASE. THE PARTY INCURRING THE DAMAGE OR LOSS WILL BE RESPONSIBLE FOR ANY DEDUCTIBLE OR SELF-INSURED RETENTION UNDER ITS PROPERTY INSURANCE. LANDLORD AND TENANT WILL NOTIFY THE ISSUING PROPERTY INSURANCE COMPANIES OF THE RELEASE SET FORTH IN THIS PARAGRAPH AND WILL HAVE THE PROPERTY INSURANCE POLICIES ENDORSED, IF NECESSARY, TO PREVENT INVALIDATION OF COVERAGE. THIS RELEASE WILL NOT APPLY IF IT INVALIDATES THE PROPERTY INSURANCE COVERAGE OF THE RELEASING PARTY. **THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF THE RELEASED PARTY BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASED PARTY.**

5. Casualty/Total or Partial Destruction

- a. If the Premises are damaged by casualty and can be restored within ninety days, Landlord will, at its expense, restore the roof, foundation, Common Areas, and structural soundness of the exterior walls of the Premises and any leasehold improvements within the Premises that are not within Tenant's Rebuilding Obligations to substantially the same condition that existed before the casualty and Tenant will, at its expense, replace any of its damaged furniture, fixtures, and personal property and restore any leasehold improvements that are within Tenant's Rebuilding Obligations. If Landlord fails to complete the portion of the restoration for which Landlord is responsible within ninety days from the date of written notification by Tenant to Landlord of the casualty, Tenant may terminate this lease by written notice delivered to Landlord before Landlord completes Landlord's restoration obligations.
- b. If the Premises cannot be restored within ninety days, Landlord has an option to restore the Premises. If Landlord chooses not to restore, this lease will terminate. If Landlord chooses to restore,

Landlord will notify Tenant of the estimated time to restore and give Tenant an option to terminate this lease by notifying Landlord within ten days. If Tenant does not terminate this lease, the lease will continue and Landlord will restore the Premises as provided in a. above.

- c. To the extent the Premises are untenantable after the casualty, the Rent will be adjusted as may be fair and reasonable.

6. **Default by Landlord/Events.** An event of default by Landlord includes the failure to comply with any provision of this lease within thirty days after written notice or failing to provide Essential Services to Tenant within ten days after written notice.

7. **Default by Landlord/Tenant's Remedies.** Tenant's remedies for Landlord's default are to sue for damages and, if Landlord does not provide an Essential Service within ten days after default, terminate this lease.

8. **Default by Tenant/Events.** An event of default by Tenant (a) includes the failure to pay timely Rent, (b) abandoning or vacating a substantial portion of the Premises without paying rent, or (c) failure to comply within ten days after written notice with any provision of this lease other than the defaults set forth in (a) and (b) above.

9. **Default by Tenant/Landlord's Remedies.** Landlord's remedies for Tenant's default are to terminate this lease by written notice and sue for damages, which shall be limited to rents due for the term of this lease, subject to Landlord's obligation to mitigate its damages.

10. **Default/Waiver/Mitigation.** It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease or provided by applicable law. Landlord and Tenant have a duty to mitigate damages.

11. **Holdover.** Strictly subject to Article V hereof, if Tenant does not vacate the Premises following termination of this lease, Tenant will become a tenant at will and must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term.

Article V. Termination Grace Period

1. Landlord and Tenant agree that Tenant shall retain a continued right to occupy and utilize "**Premises B**" in conformance with the Permitted Use for a period of 180 days following the date of termination and/or expiration of this Lease

("Termination Grace Period"), irrespective of whether such termination or expiration of this Lease results from the occurrence of the Termination Date, or other act or occurrence.

2. Article V shall survive termination and/or expiration of this Lease, and any termination of the remainder of this Lease shall not effect or otherwise work as a termination of this Article.

Article VI. Miscellaneous

1. ***Alternative Dispute Resolution.*** Landlord and Tenant agree to mediate in good faith before filing a suit for damages.

2. ***Attorney's Fees.*** If either party retains an attorney to enforce this lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court costs.

3. ***Venue.*** Exclusive venue will be in the state district courts of Bexar County, Texas, and this clause shall be deemed to be the Parties' forum and venue selection agreement.

4. ***Entire Agreement.*** This lease, together with Attachments 1 and 2 comprise the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this lease or to any expressly mentioned exhibits and riders not incorporated in writing in this lease.

5. ***Amendment of Lease.*** This lease may be amended only by an instrument in writing signed by Landlord and Tenant.

6. ***Notices.*** Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, or facsimile transmission and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

{THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK}

EXECUTION PAGE TO LEASE AGREEMENT

**By and between
City of Windcrest, Texas
and**

Bexar County Water Control and Improvement District Number 10

Landlord:

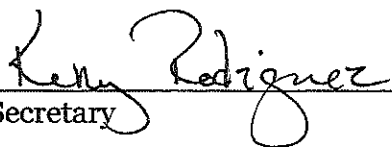
CITY OF WINDCREST

BY:



Mayor

ATTEST:

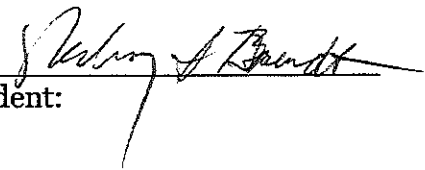


City Secretary

Tenant:

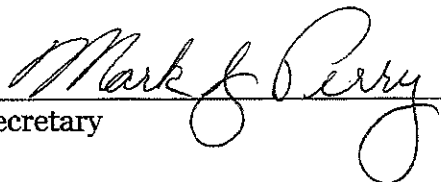
BEXAR COUNTY WATER
CONTROL & IMPROVEMENT
DISTRICT #10

By:



President:

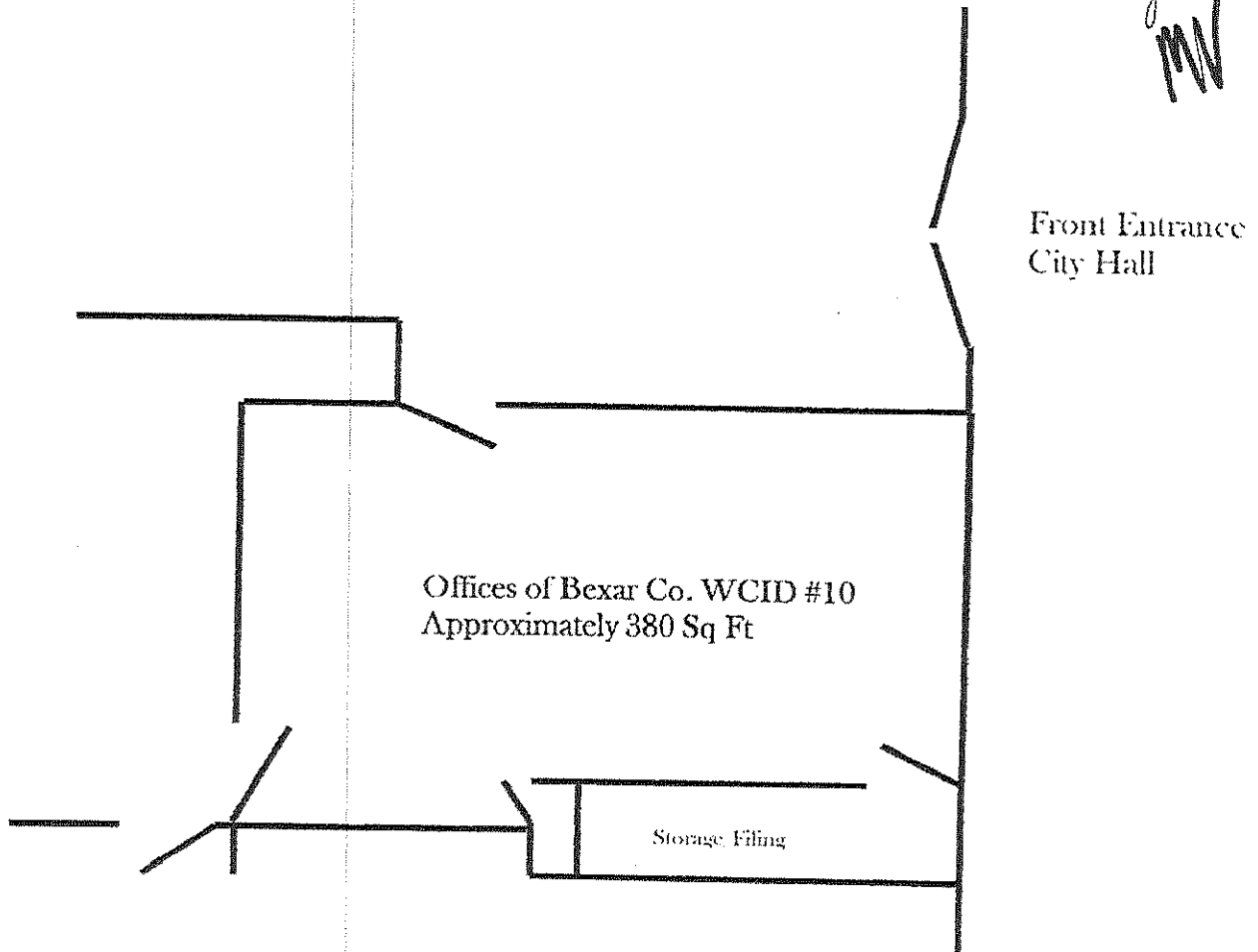
ATTEST:



Secretary

Attachment 1
Improvements Occupied by Tenant Within
Windcrest City Hall ("Premises A")

*Between
B&H
Era
J.F.
MV*

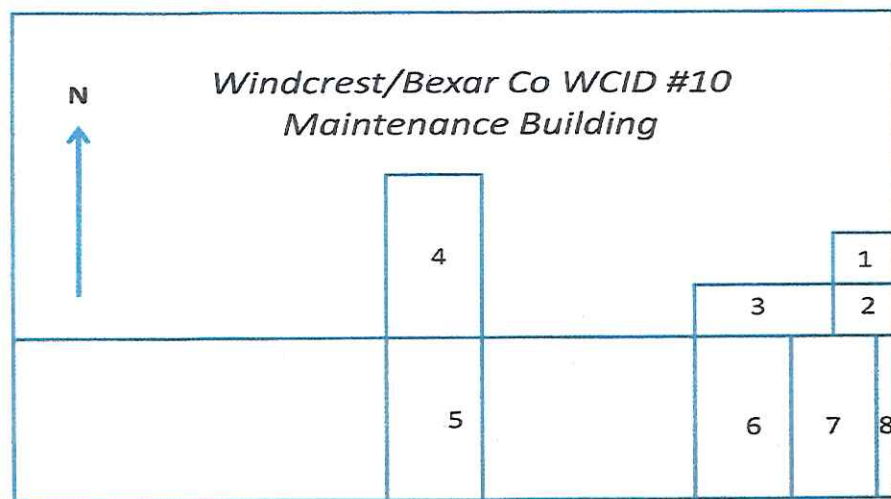


Note: This Floor Plan is NOT
To Scale. Locations are Approximate
And are Only Meant to Show Relative Location
Within City Hall.

ATTACHMENT 2
Improvements occupied by Tenant within "Premises B"

Note: The drawing below is not to scale. It is only used to show the relative location of the spaces discussed below.

1. Three rooms situated in the south east portion of the maintenance building for use as office for field supervisor (1), a room for bench stock inventory (2), and a workshop (3).
2. One inside parking bay (4) for the District's sewer cleaning truck. Distinguishing feature is pit in the floor.
3. Three covered parking bays, one immediately outside the inside bay where the sewer cleaning machine (5) is parked and two at the eastern end of the covered parking area (6 and 7).
4. Approximately 1/2 covered parking bay at extreme eastern end of the covered bay (8) to be used as a storage area for equipment and supplies that don't have to be inside, but need to be protected.
5. Four parking spaces in the parking lot to park miscellaneous District equipment (trailer, vehicles, backhoe, etc.)



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

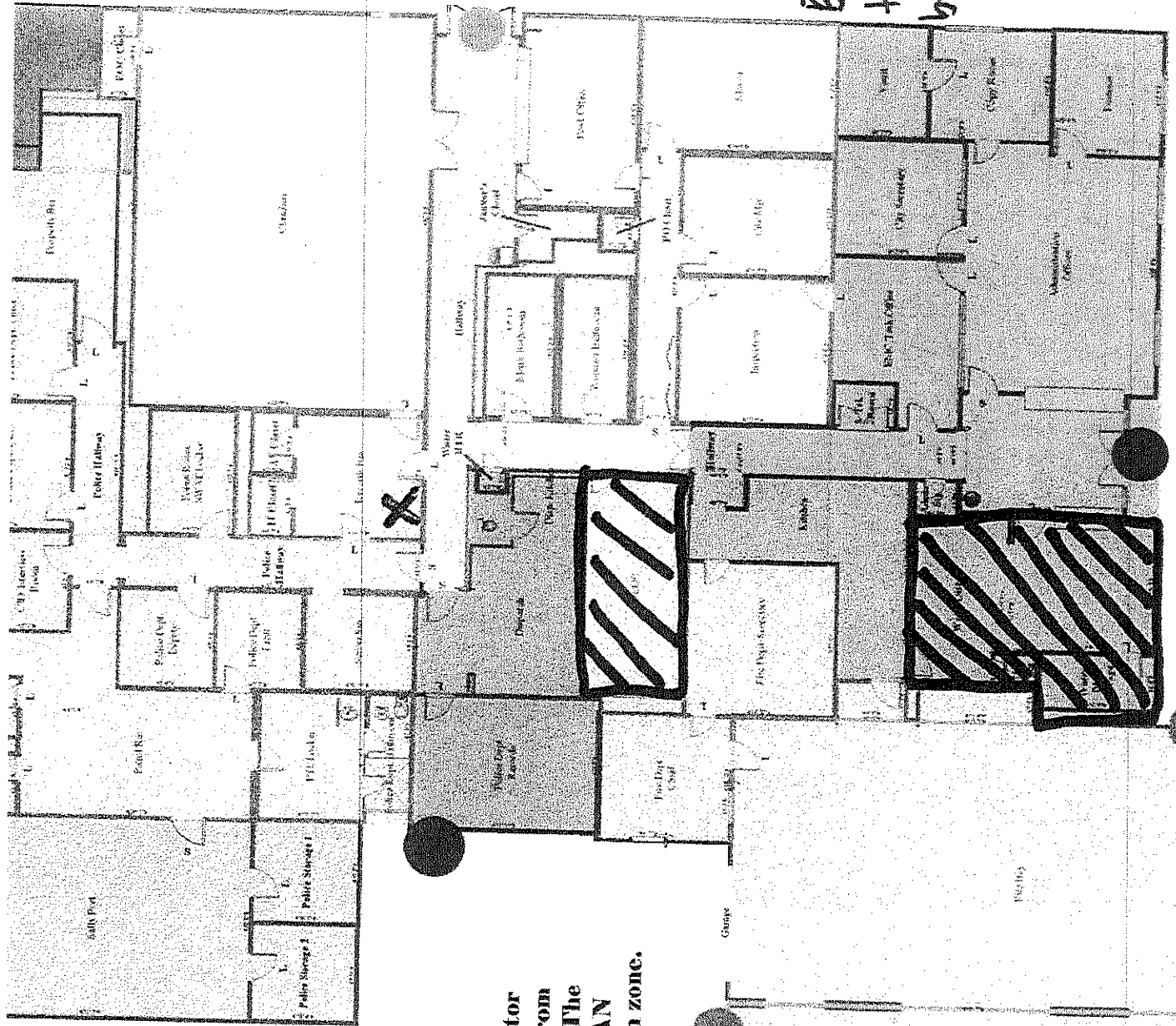
Indicates Fire
EXIT for the
corresponding
color

X YOU ARE
HERE

EXIT out the primary
fire exit for the color
zone you are in.

Secondary and Tertiary
EXITS are the adjacent
color zones.

EXCEPTION: The Generator
room can only be accessed from
the outside of the building. The
Purple and Orange zones **CAN**
NOT exit through the Brown zone.



Spaces
to be occupied
by BunkID
No.10

Joint Proposal of City Council / BCWCID No. 10
regarding modification and extension of lease
executed July 16, 2012.

It is proposed that the lease, attached hereto, be amended as follows:

1) On page 3 under Premises "A", remove the term relating to "approximate square feet."

2) ^{On page 3} "Premises A" is more fully described and depicted in the attached "Attachment 1" and also includes the office occupied by the mayor, previously occupied by the EDC as specified in the drawing, Exhibit 1 attached to this agreement.

3) On page 2 change section "Primary Term" to "Lease Term" and modify to reflect an end time/date of 11:59 p.m. on July 31, 2022.

4) ~~On page 2~~ Add a term providing option at end of lease term for BCWCID to extend lease on same terms then existing for a period of 5 years.

It is agreed that upon execution of this agreement by an authorized representative of the Windcrest City Council and BCWCID No. 10, the lease terms will take

FIRST AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE CITY
OF WINDCREST, TEXAS AND THE BEXAR COUNTY WATER
CONTROL AND IMPROVEMENT DISTRICT NUMBER 10

WHEREAS, the CITY OF WINDCREST, TEXAS (hereinafter referred to as "City") and the BEXAR COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER 10 (hereinafter referred to as "Water District") entered into a lease agreement on or about July 16, 2012 for the use of city owned facilities by the Water District; and

WHEREAS, the City and Water District have determined that it would be in the public interest for the Water District to use additional space in the city hall facilities so that the original lease needs to be amended to reflect such change.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, for a good and valuable consideration, City and Water District agree as follows:

1. The reference to "Primary Term" in Article I shall be amended to read as follows:

"Lease Term: Commencing on August 1, 2012 ("Commencement Date") and ending at 11:59 pm on July 31, 2022 ("Termination Date") subject to the "Termination Grace Period" provided in Article V hereof."
2. The reference to "Approximate square feet: 380 ft.²" at the beginning of the description of *Premises "A"* in Article II is deleted.
3. The reference in Article II to "*Premises "A"*" is more fully described and depicted in the attached "*Attachment 1*" is amended to read as following:

"*Premises "A"* is more fully described and depicted in the attached "*Attachment 1*" and also includes the office currently occupied by the Mayor and previously occupied by the Economic Development Corporation as depicted in the drawing labeled "Exhibit 1" attached to this amendment."
4. A new **Article VII. Option to Renew** as stated below shall be added to the lease:

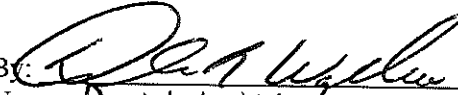
"Article VII. Option to Renew"

Provided that the Water District shall not be in default at the termination of the lease, the Water District shall have the option to extend the lease for an additional five (5) years on the same terms and conditions in existence at the date of termination of the lease. Such option shall be deemed to be exercised if Water District gives the City written notice of its intention to exercise this option at least four (4) months prior to the date of termination of the lease."

5. This amendment shall be effective immediately upon approval of the City Council of the City and the Board of Directors of the Water District, provided that the City shall have thirty (30) days after the last governing body's approval to vacate the Mayor's office space.

Tenant:
BEXAR COUNTY WATER CONTROL
AND IMPROVEMENT DISTRICT
NUMBER 10

Landlord:
CITY OF WINDCREST

By: 
Name: David L. Walton
Title: General Manager
Date: January 25, 2016

By: _____
Rafael Castillo, City Manager

Date: January 25, 2016

ATTEST:

ATTEST:


Secretary

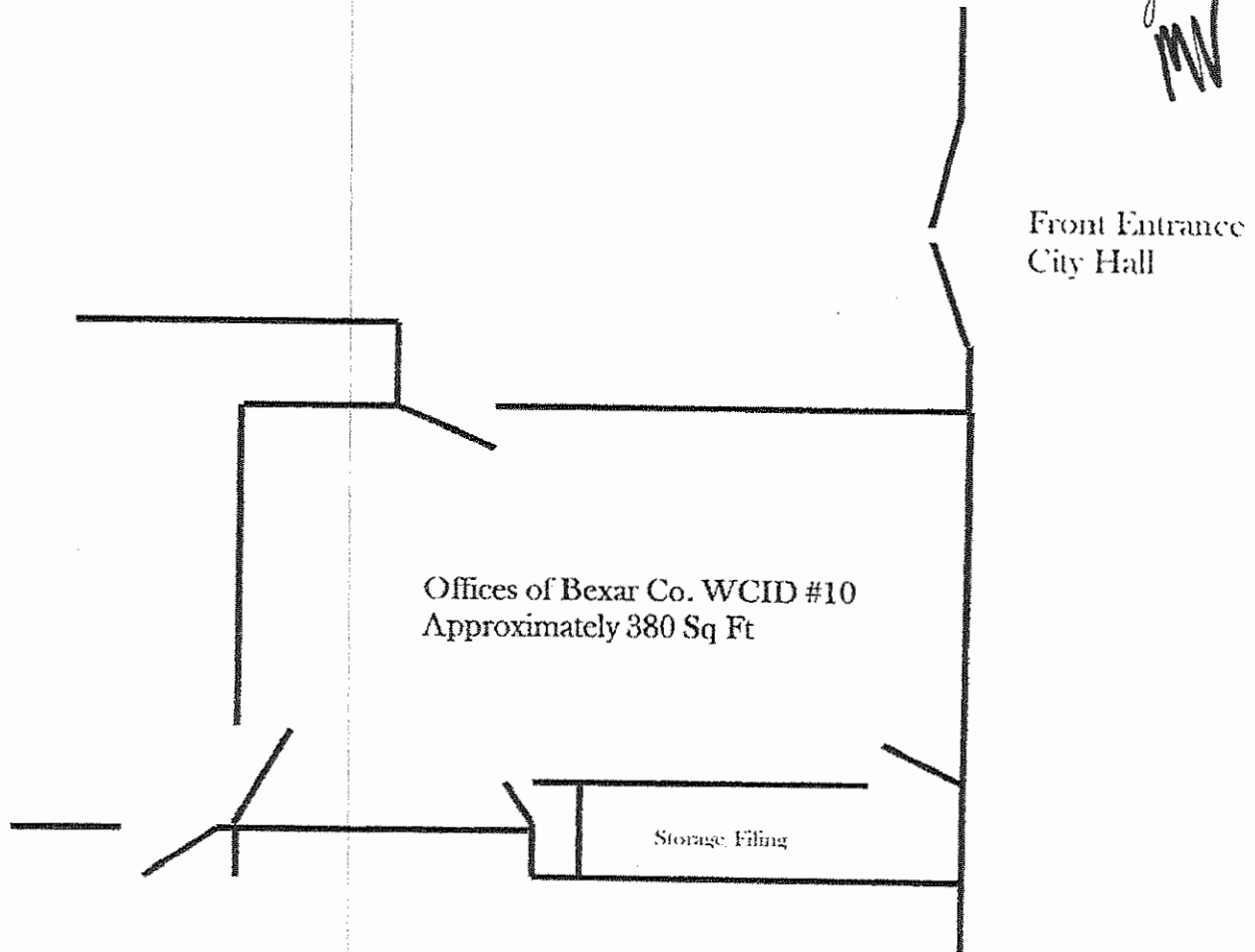

Kelly Rodriguez, City Secretary

Location of Services Provided to City

A (IRRIGATION)	B BUILDINGS (WATER & SEWER)
W00010 Autumn Sunset – Middle Pond	W07195 8601 Midcrown (City Hall)
W00156 6100 Brook Falls – Duck Pond	W00615 421 Dalecrest (Fire Dep Dormitory)
W00307 Corto Circle Island	W00616 461 Golfcrest (Fire Dep Dormitory)
W00332 6000Crescent Falls Island	W07220 9315 Jim Seal Dr (Maint. Facility)
W00969 Hidden Hollow / Windrock Dr Island	
W01811 Windgarden Circle Island	
W02018 8300 Windway – Open Area	
W02087 Windy Hollow – Pond	
W05220 Fourwinds – Open Area	
W07182 Walzem / Midcrown (E Sign @ JCPC)	
W07183 Walzem / Midcrown (W Sign @ WMC)	
W07190 8601 Midcrown (Fire Station)	
W07196 8601 Midcrown (City Hall)	

Attachment 1
Improvements Occupied by Tenant Within
Windcrest City Hall ("Premises A")

*between
B&A
Evan
J. F.
MW*



Note: This Floor Plan is NOT
To Scale. Locations are Approximate
And are Only Meant to Show Relative Location
Within City Hall.

Indicates Fire
EXIT for the
corresponding
color

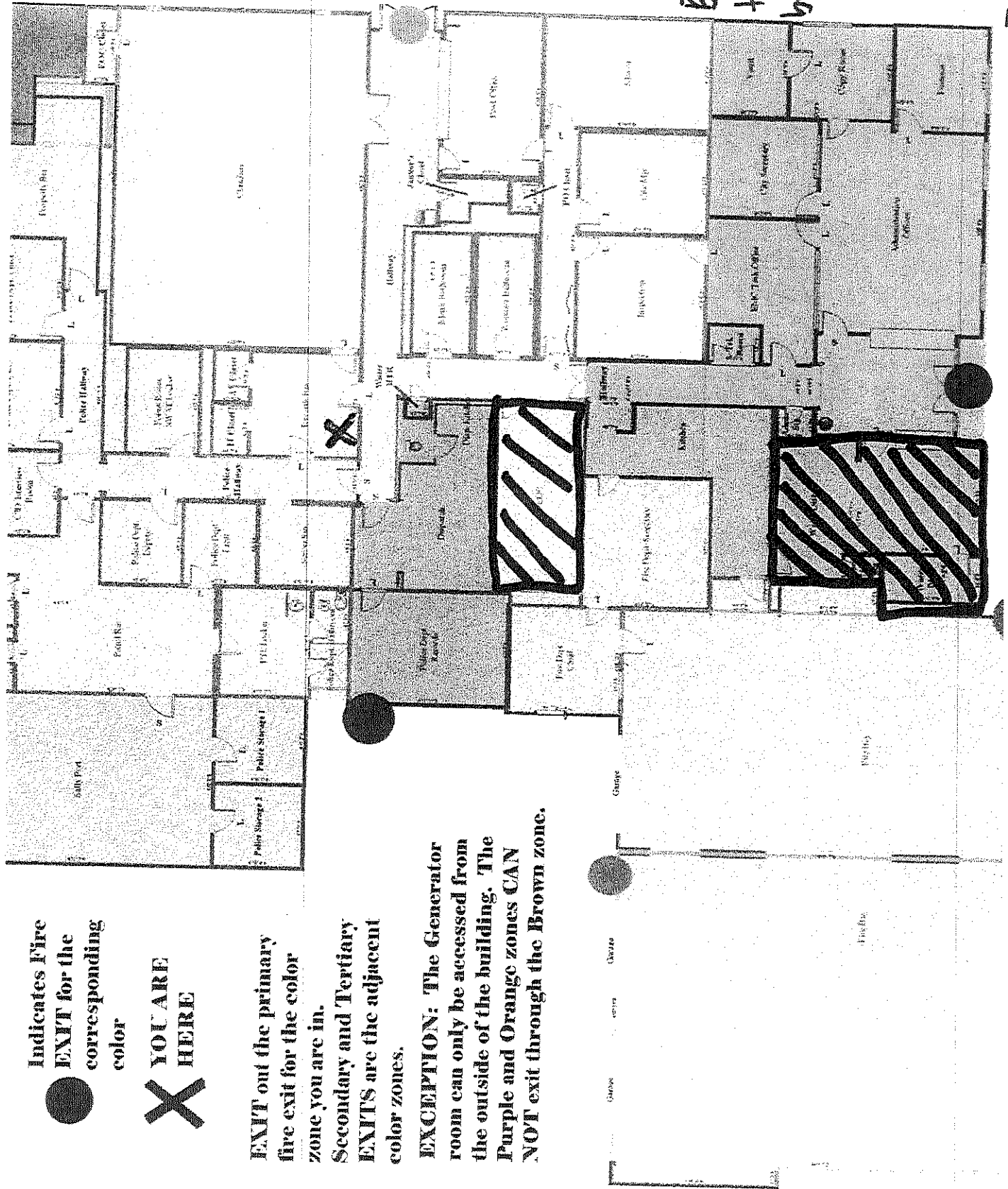
X YOU ARE
HERE

EXIT out the primary
fire exit for the color
zone you are in.

Secondary and Tertiary
EXITS are the adjacent
color zones.

EXCEPTION: The Generator
room can only be accessed from
the outside of the building. The
Purple and Orange zones **CAN**
NOT exit through the Brown zone.

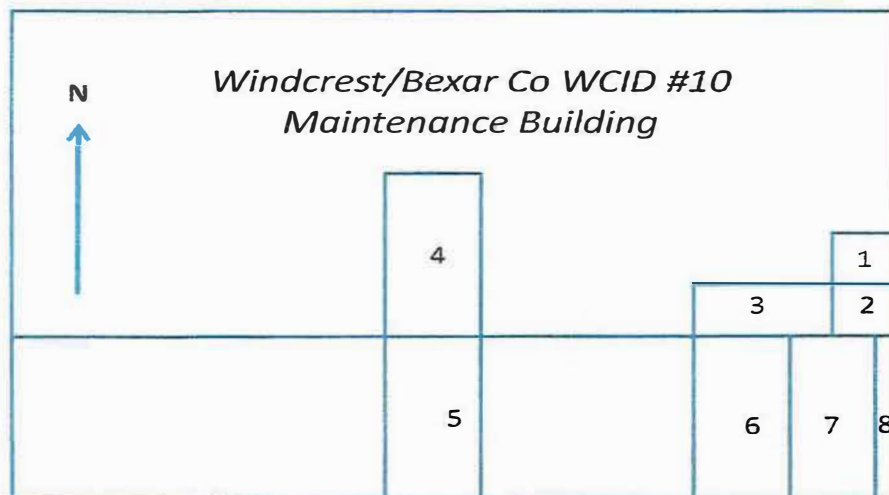
Spaces
to be occupied
by BunkID
No.10



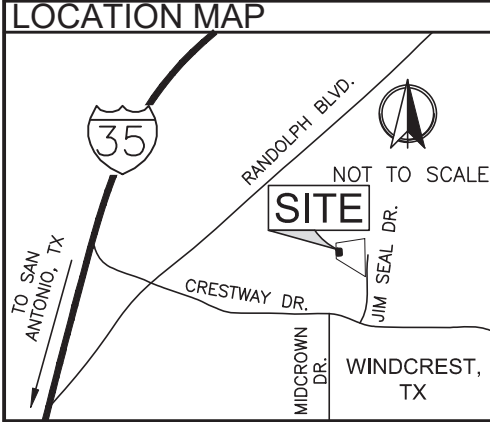
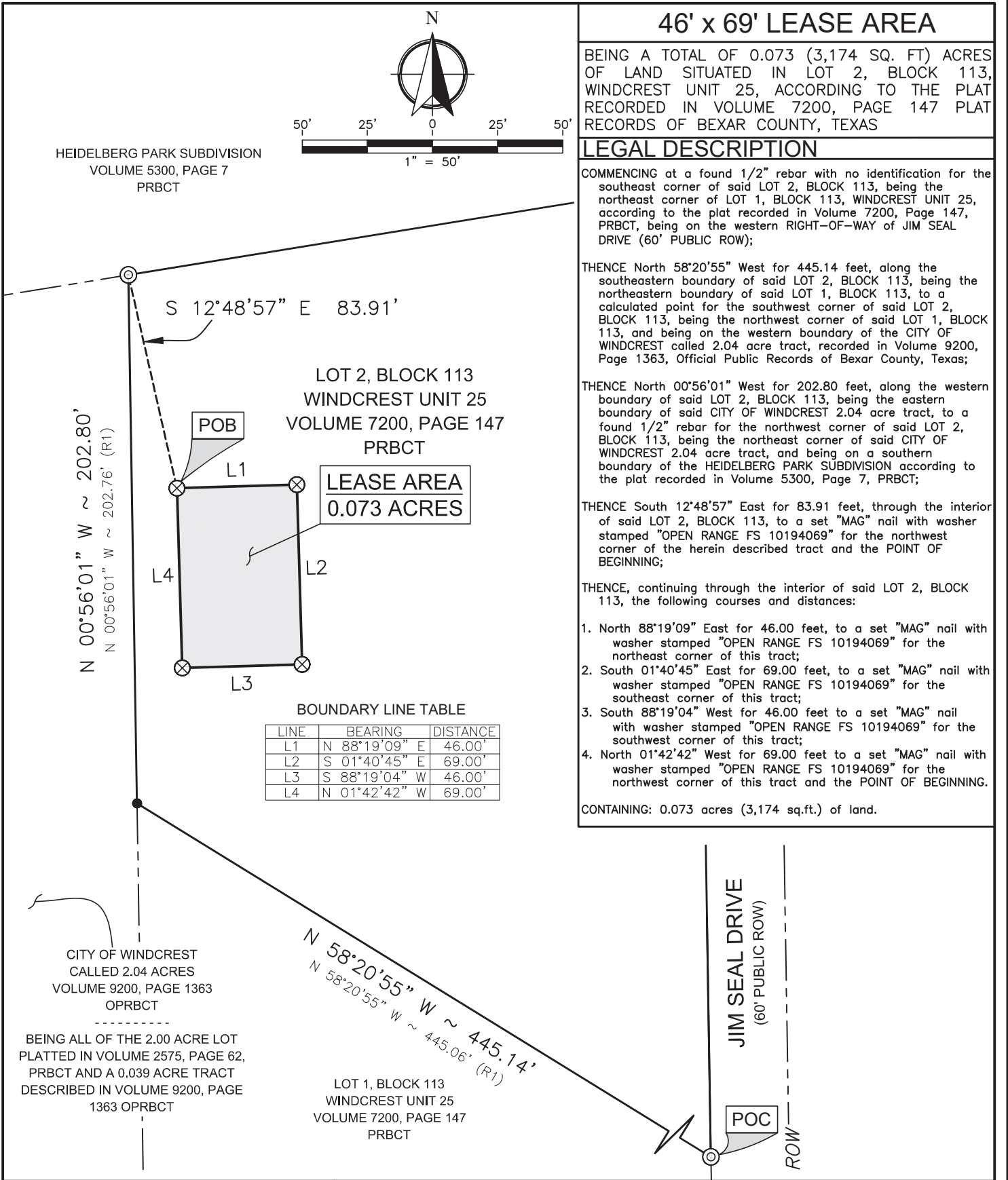
ATTACHMENT 2
Improvements occupied by Tenant within "Premises B"

Note: The drawing below is not to scale. It is only used to show the relative location of the spaces discussed below.

1. Three rooms situated in the south east portion of the maintenance building for use as office for field supervisor (1), a room for bench stock inventory (2), and a workshop (3).
2. One inside parking bay (4) for the District's sewer cleaning truck. Distinguishing feature is pit in the floor.
3. Three covered parking bays, one immediately outside the inside bay where the sewer cleaning machine (5) is parked and two at the eastern end of the covered parking area (6 and 7).
4. Approximately 1/2 covered parking bay at extreme eastern end of the covered bay (8) to be used as a storage area for equipment and supplies that don't have to be inside, but need to be protected.
5. Four parking spaces in the parking lot to park miscellaneous District equipment (trailer, vehicles, backhoe, etc.)



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



SURVEY NOTES

(1) CLIENT: YOUNG PROFESSIONAL RESOURCES – LEONARD YOUNG
SITUS: 931 JIM SEAL DRIVE, WINDCREST, TEXAS 78239
DATE FIELD SURVEY COMPLETED: MAY 22, 2020

(2) THE BASIS OF BEARINGS is per the record plat of the subject property.

(3) FEMA FIRM Panel 48029C0270G with an effective date of September 29, 2010 shows the scaled location of the property to be within Flood Zone X which IS NOT a Special Flood Hazard Area (SFHA).

(4) This survey was for the purpose of establishing boundaries only without the benefit of a Title Commitment and does not constitute a title search by the surveyor. While some easements and/or setbacks may be shown and/or noted hereon, additional easements and/or setbacks may exist which a current Title Commitment would reveal.

(5) REFERENCES:
R1 – Volume 7200, Page 147, PRBCT. WINDCREST UNIT 25

46' x 69' LEASE AREA

BEING A TOTAL OF 0.073 (3,174 SQ. FT) ACRES OF LAND SITUATED IN LOT 2, BLOCK 113, WINDCREST UNIT 25, ACCORDING TO THE PLAT RECORDED IN VOLUME 7200, PAGE 147 PLAT RECORDS OF BEXAR COUNTY, TEXAS

LEGAL DESCRIPTION

COMMENCING at a found 1/2" rebar with no identification for the southeast corner of said LOT 2, BLOCK 113, being the northeast corner of LOT 1, BLOCK 113, WINDCREST UNIT 25, according to the plat recorded in Volume 7200, Page 147, PRBCT, being on the western RIGHT-OF-WAY of JIM SEAL DRIVE (60' PUBLIC ROW);

THENCE North 58°20'55" West for 445.14 feet, along the southeastern boundary of said LOT 2, BLOCK 113, being the northeastern boundary of said LOT 1, BLOCK 113, to a calculated point for the southwest corner of said LOT 2, BLOCK 113, being the northwest corner of said LOT 1, BLOCK 113, and being on the western boundary of the CITY OF WINDCREST called 2.04 acre tract, recorded in Volume 9200, Page 1363, Official Public Records of Bexar County, Texas;

THENCE North 00°56'01" West for 202.80 feet, along the western boundary of said LOT 2, BLOCK 113, being the eastern boundary of said CITY OF WINDCREST 2.04 acre tract, to a found 1/2" rebar for the northwest corner of said LOT 2, BLOCK 113, being the northeast corner of said CITY OF WINDCREST 2.04 acre tract, and being on a southern boundary of the HEIDELBERG PARK SUBDIVISION according to the plat recorded in Volume 5300, Page 7, PRBCT;

THENCE South 12°48'57" East for 83.91 feet, through the interior of said LOT 2, BLOCK 113, to a set "MAG" nail with washer stamped "OPEN RANGE FS 10194069" for the northwest corner of the herein described tract and the POINT OF BEGINNING;

THENCE, continuing through the interior of said LOT 2, BLOCK 113, the following courses and distances:

- North 88°19'09" East for 46.00 feet, to a set "MAG" nail with washer stamped "OPEN RANGE FS 10194069" for the northeast corner of this tract;
- South 01°40'45" East for 69.00 feet, to a set "MAG" nail with washer stamped "OPEN RANGE FS 10194069" for the southeast corner of this tract;
- South 88°19'04" West for 46.00 feet to a set "MAG" nail with washer stamped "OPEN RANGE FS 10194069" for the southwest corner of this tract;
- North 01°42'42" West for 69.00 feet to a set "MAG" nail with washer stamped "OPEN RANGE FS 10194069" for the northwest corner of this tract and the POINT OF BEGINNING.

CONTAINING: 0.073 acres (3,174 sq.ft.) of land.

CERTIFICATION

I hereby certify this survey was made on the ground under my supervision and that this plat correctly represents the facts found at the time of the survey; and except as shown hereon there are no visible protrusions or intrusions of improvements across boundary lines. A legal description has been prepared as part of and in correlation with the survey.

W. Andrew McLaughlin
TEXAS RPLS #6473 | JOB #ORFSB-1000-63 | CEK/WAM
TBPELS FIRM #10194069
Open Range Field Services, LLC
39350 IH 10 West, Suite 1
Boerne, Texas 78006
830.428.0290 | btx@openrangefs.com

DATE
May 26, 2020

STATE OF TEXAS
REGISTERED
W. ANDREW McLAUGHLIN
6473
PROFESSIONAL
LAND SURVEYOR

OPEN RANGE
FIELD SERVICES, LLC.

SHEET 1 OF 2



Open Range Field Services, LLC

P. O. Box 2372, Pampa, TX 79066-2372
39350 IH-10 West, Ste. 1, Boerne, TX 78006
5023 Princeton Ave., Suite 17, Midland, TX 79703

LEGAL DESCRIPTION
FOR A 46' X 69' LEASE AREA
0.073 ACRES (3,174 SQ.FT.) OF LAND

BEING 0.073 ACRES OF LAND (3,174 SQ.FT.) SITUATED IN LOT 2 BLOCK 113, WINDCREST UNIT 25, ACCORDING TO THE PLAT RECORDED IN VOLUME 7200, PAGE 147, PLAT RECORDS OF BEXAR COUNTY, TEXAS (PRBCT), SAID 0.073 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a found 1/2" rebar with no identification for the southeast corner of said LOT 2, BLOCK 113, being the northeast corner of LOT 1, BLOCK 113, WINDCREST UNIT 25, according to the plat recorded in Volume 7200, Page 147, PRBCT, being on the western RIGHT-OF-WAY of JIM SEAL DRIVE (60' PUBLIC ROW);

THENCE North 58°20'55" West for 445.14 feet, along the southeastern boundary of said LOT 2, BLOCK 113, being the northeastern boundary of said LOT 1, BLOCK 113, to a calculated point for the southwest corner of said LOT 2, BLOCK 113, being the northwest corner of said LOT 1, BLOCK 113, and being on the western boundary of the CITY OF WINDCREST called 2.04 acre tract, recorded in Volume 9200, Page 1363, Official Public Records of Bexar County, Texas;

THENCE North 00°56'01" West for 202.80 feet, along the western boundary of said LOT 2, BLOCK 113, being the eastern boundary of said CITY OF WINDCREST 2.04 acre tract, to a found 1/2" rebar for the northwest corner of said LOT 2, BLOCK 113, being the northeast corner of said CITY OF WINDCREST 2.04 acre tract, and being on a southern boundary of the HEIDELBERG PARK SUBDIVISION according to the plat recorded in Volume 5300, Page 7, PRBCT;

THENCE South 12°48'57" East for 83.91 feet, through the interior of said LOT 2, BLOCK 113, to a set "MAG" nail with washer stamped "OPEN RANGE FS 10194069" for the northwest corner of the herein described tract and the **POINT OF BEGINNING**;

THENCE, continuing through the interior of said LOT 2, BLOCK 113, the following courses and distances:

- 1. North 88°19'09" East for 46.00 feet, to a set "MAG" nail with washer stamped "OPEN RANGE FS 10194069" for the northeast corner of this tract;
- 2. South 01°40'45" East for 69.00 feet, to a set "MAG" nail with washer stamped "OPEN RANGE FS 10194069" for the southeast corner of this tract;
- 3. South 88°19'04" West for 46.00 feet to a set "MAG" nail with washer stamped "OPEN RANGE FS 10194069" for the southwest corner of this tract;
- 4. North 01°42'42" West for 69.00 feet to a set "MAG" nail with washer stamped "OPEN RANGE FS 10194069" for the northwest corner of this tract and the **POINT OF BEGINNING**.

CONTAINING: 0.073 acres (3,174 sq.ft.) of land.

The Basis of Bearings is per the record plat of the subject property. This description is based on a survey made on the ground under my supervision completed on May 22, 2020 from which an exhibit was prepared.

 May 26, 2020

W. Andrew McLaughlin, RPLS #6473
Job #ORFSB-1000-63 (CEK/WAM) | May 26, 2020



RESOLUTION 2021-528(R)

A RESOLUTION AUTHORIZING WINDCREST ECONOMIC DEVELOPMENT CORPORATION TO ENTER INTO A PERFORMANCE AGREEMENT WITH WALZEM PARTNERS 3 LLC FOR THEIR CONSTRUCTION, OWNERSHIP AND LEASING OF REAL ESTATE FOR A CHIPOTLE RESTAURANT IN THE CITY OF WINDCREST.

WHEREAS, the City Council of the City of Windcrest must approve certain transactions by the Windcrest Economic Development Corporation; and

WHEREAS, The City of Windcrest City Council has determined that it would provide a public benefit, and further the public purposes of economic development, job creation and expansion of commerce for the Windcrest Economic Development Corporation to enter into a Memorandum of Understanding with Walzem Partners 3 LLC to work together in good faith to evaluate the possibilities and synergies they may have together for seeking ways to bring a Chipotle restaurant to the City of Windcrest with Walzem Partners 3 LLC owning and leasing the property for a Chipotle restaurant;

WHEREAS, the WEDC desires to provide a grant of assistance pursuant to state law, including Texas Local Government Code § 505.152 for the Walzem Road Chipotle Project; and

WHEREAS, the WEDC found the Walzem Road Chipotle Project serves a public purpose and will provide a public benefit, and further the public purposes of economic development, job creation and expansion of commerce as provided under Texas Local Government Code § 505.158; and

WHEREAS, the WEDC found that the project will promote and develop a new business development enterprise which will aid in retention of primary jobs as required under Texas Local Government Code § 505.155; and

WHEREAS, the City Council of the City of Windcrest, Texas finds that the findings of the WEDC are properly supported and will likely promote the purposes found by the WEDC and has herein held a reading of the attached "Exhibit A" the WEDC resolution approving a Memorandum of Understanding for this project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Windcrest, Texas, that Windcrest Economic Development Corporation is authorized to enter into a Memorandum of Understanding with Walzem Partners 3 LLC for a grant of assistance pursuant to state law, including Texas Local Government Code § 505.152.

DULY PASSED AND APPROVED, on the ____ day of _____, 2021 at a regular meeting of the City Council of the City of Windcrest, Texas, which meeting 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:

Ryan S. Henry, City Attorney

Memorandum of Understanding

This Memorandum of Understanding (“**MOU**” or “**Agreement**”) is made and entered into by and between the City of Windcrest Economic Development Corporation, a Texas corporation, (the “**WEDC**”) and Walzem Partners 3, LLC, located at 4403 N. Central Expy. Suite 200, Dallas, TX 75205 (“**Walzem Partners**”); and each is a “**Party**” and collectively referred to as the “**Parties**”.

The “**Effective Date**” of this MOU shall be _____, 2021.

WHEREAS, the WEDC was established, in accordance with Texas law, to promote the creation of new and expanded business activity and to promote a wide range of civic and commercial projects within the City;

WHEREAS, the WEDC is also authorized by Texas law to participate, support and advance projects that serve a public purpose and provide a public benefit, as determined by its Board of Directors, including those that further the public purposes of economic development, job creation and expansion of commerce;

WHEREAS, Walzem Partners is a commercial real estate management and development firm with offices in Dallas, Texas;

WHEREAS, the Parties desire to work together in good faith to evaluate the possibilities and synergies they may have together to build and develop the real property into a fully functioning Chipotle restaurant.

WHEREAS, the City of Windcrest’s public interest and public purpose will be served by Walzem Partners building a new Chipotle restaurant which will assist Windcrest in promoting the welfare and stability of the residents of this state and incentivize job creation and encourage the revitalization of Walzem Road by developing new businesses;

WHEREAS, the City of Windcrest’s public interest and public purpose will be served by promoting and developing a new business enterprise which will create primary jobs; and

WHEREAS, the Parties wish to execute this MOU for the purposes set forth herein and to continue the process of approval of the development of a Chipotle restaurant by Walzem Partners within the City of Windcrest.

NOW, THEREFORE, in consideration of good and valuable consideration, the same of which is hereby acknowledged, the Parties hereto agree as follows:

The intention of this MOU is for the Parties to evaluate the following:

The Proposed Location

The location of the proposed property development site consists of one tract comprising approximately .5480 acres and located at 4825 Walzem, Road, San Antonio, Texas 78239, on the northwest corner of Walzem Road, and Fourwinds Drive in San Antonio. The subject property is more particularly described as follows:

Tract 1

Lot 6, Block114, City of Windcrest, Bexar County, Texas, according to plat recorded in Volume 19017, Page 674, Deed and Plat Records, Bexar County, Texas.

The subject property is currently not being used to its highest and best use and has been identified as a viable location for a restaurant suited site by the WEDC.

Proposed Investment by Walzem Partners

It is anticipated that Walzem Partners and Chipotle will invest approximately Three Million Dollars (\$3,000,000.00) in the land cost and development for the new Chipotle restaurant location within 24 months.

Impact for the City of Windcrest

The WEDC's Board of Directors has found that a new Chipotle restaurant will serve a public purpose and provide a public benefit to the City of Windcrest, and Walzem Partners has or will take action to ensure the legal requirements, objectives and guidelines for economic development and participation in the proposed project are satisfied. The Parties recognize and acknowledge that the economic impact to the City is substantial when considering the funds that WEDC will have to grant to get the development project started and the positive impact WEDC will be providing by incentivizing the project to create and retain jobs, increase sales tax and property tax revenue for the City, and ensure that a newly constructed building at the property location will encourage the revitalization of Walzem Road and support and act as a catalyst of business development in the Walzem Road corridor.

General Proposed Terms

The Parties have identified the following as essential and material terms to be included as part of any final agreement:

- a. The WEDC will enter into a grant of assistance agreement with Walzem Partners, wherein WEDC will issue a grant of assistance of \$55,500.00 (Fifty Five Thousand Five Hundred Dollars and zero cents) to be reimbursed to WEDC for the cost of demolition and site preparation cost; any remaining terms are currently being negotiated by the Parties;
- b. Walzem Partners and Chipotle will invest approximately \$3,000,000.00 (Three Million Dollars and zero cents) over a two-year time period, but the exact amounts will be unknown as Chipotle will be constructing the building and does not have any obligation to advise of the expenses;

- c. Walzem Partners or Chipotle, or a combination thereof, will construct a new Chipotle restaurant building at the location described herein as Tract 1;
- d. Walzem Partners will lease the newly constructed Chipotle restaurant to Chipotle, with the expectations that the 4825 Walzem Road Chipotle will generate \$2,000,000.00 (Two Million Dollars and zero cents) in annual sales and will employ 30 (thirty) employees at the Walzem Road location by the end of the 3rd year of business. The sales generated and the number of employees are expectations based on other Chipotles, but these figures will not be able to be confirmed by Walzem Partners as they are confidential to Chipotle. The WEDC will however be able to substantially confirm through receipt of confidential sales tax reports.
- e. The WEDC shall in no event be a party to, obligor or guarantor of any financing or debt related to the land, improvements or operations. The WEDC shall also have no ownership or other interest in the property or improvements. The WEDC shall have no responsibility for the management or operations of the Chipotle restaurant;

Other Terms of the MOU

The Parties agree to share the necessary information to further evaluate the proposed project and make an informed decision as to whether or not they will formalize an agreement.

This MOU does not create a binding agreement among the Parties, but summarizes their common understandings of the principles for jointly pursuing discussions of the proposed development. The Parties acknowledge that material issues related to the proposed development have not been addressed. No contract or agreement providing for the shall be deemed to exist unless and until a definitive agreement has been executed by and delivered to all Parties thereto and each party has obtained all necessary internal approvals (“**Approvals**”) of the proposed development, and each Party hereby waives, in advance, any claims (including, without limitation, breach of contract) in connection with the proposed development unless and until such execution and delivery and such Approvals occur, in which case all rights and obligations shall be governed by such definitive agreements.

This MOU does not establish a joint venture, partnership, agency or any other business association between the Parties, nor does it commit any Party to enter into definitive agreements with respect to the proposed development. Unless and until a definitive agreement with respect to the Project is so executed and delivered and the Approvals are obtained, neither Party shall have any legal obligation of any kind whatsoever with respect to such proposed development by virtue of this Memorandum of Understanding or any other written or oral expression with respect to such proposed development except, in the case of this Memorandum of Understanding, for the matters specifically agreed to herein.

This MOU shall expire in **sixty (60) days** from the Effective Date (the “**Evaluation Period**”), unless extended in writing by the Parties, following which termination, unless the Parties agree otherwise in writing, they shall have no further obligation to each other to continue discussion of or implementation of the proposed development. Each Party may withdraw

from its participation in this MOU (and thereby terminate this Memorandum of Understanding) at any time without liability or further obligation for such termination to any other Party or its affiliates by providing the other Party five (5) calendar days' advance written notice of termination.

This MOU shall be governed by and construed in accordance with the laws of the State of Texas, United States of America, without regard to its conflicts of law provisions, and the courts in San Antonio, Texas, County of Bexar, shall have venue over any conflict arising from this Memorandum of Understanding.

Should the Parties agree to move forward with an economic incentive agreement as presented during the public hearing and subject to approval by the City of Windcrest City Council, the Parties shall thereafter enter into an agreement as required by law.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the respective dates entered below.

**CITY OF WINDCREST
ECONOMIC DEVELOPEMENT CORPORATION (WEDC)**

By: _____

Name: _____

Title: _____

Walzem Partners 3 LLC

By: _____

Name: _____

Title: _____

Chipotle

By: _____

Name: _____

Title: _____

RESOLUTION 2021-532(R)

A RESOLUTION OF THE CITY OF WINDCREST CITY COUNCIL APPROVING THE PURCHASE OF FORTY (40) PORTABLE, XL-1858P 7/800MHZ RADIO FULLY FOR USE BY THE WINDCREST POLICE DEPARTMENT

WHEREAS, the City Council finds the Windcrest Police Department is in need of forty (40) portable, XL-1858P 7/800 MHZ radios (XL-1858P Radios) fully equipped to replace older and soon to be obsolete for use by the Windcrest Police Department; and

WHEREAS, the City Council understands the City of San Antonio and Bexar County is anticipating a new P25 system is projected to go online in 2022 and the current radios used by the Windcrest Police Department will not be compatible with the new P25 system; and

WHEREAS, the City Council incorporates and adopts the findings contained in the staff report submitted concerning recommendation of such purchase; and

WHEREAS, the City Council finds that the proposed contract for the purchase of the forty (40) XL-1858P Radios was obtained through a AARRS Contract 4600016992 provided by L3 Harris Dailey-Wells Communication; and

WHEREAS, the City Council has determined the purchase of forty (40) XL-1858P Radios fully equipped will benefit and protect the public health, safety, and general welfare of the community.

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

- 1. The City Council hereby authorizes the City Manager to purchase forty (40) XL-1858P Radios was obtained through a AARRS Contract 4600016992 to be utilized by the Windcrest Police Department and attached to this resolution is the acquired quote provide by L3 Harris Dailey-Wells Communication.**
- 2. The City Council authorizes the expenditure of funds in the amount not to exceed \$151,109.40 out of the District's available funds for FY 20/21 to purchase forty (40) XL-1858P Radios obtained through a AARRS Contract 4600016992.**

DULY PASSED AND APPROVED, on the 16th day of August, 2021 at a regular meeting of the City Council of the City of Windcrest, Texas, which was held in compliance with the Open Meetings Act, Gov't. Code §551.001, et. Seq. at which meeting a quorum was present and voting.

City of Windcrest, Texas

Dan Reese, Mayor

ATTEST:

Rachel C. Dominguez, City Secretary

APPROVED:

Ryan S. Henry, City Attorney

PENDING CC APPROVAL

DAILEY-WELLS COMMUNICATIONS

3440 E. Houston St., San Antonio, TX 78219



To: Lt. Ben Crum
Operations Division
For: City of Windcrest Pd
Phone: (210)309-1099
From: Anna Solis (210)269-3054
Date: July 02, 2021

Pricing Based on AARRS Contract: 4600016992

XL-185 Portable, 700/800MHZ, AES Encryption, P25 Trunking & EDACS

System Model

Item	Part Number	Description	Qty.	Unit List	Disc. %	Unit Sale	Ext Sale
1	XS-PFS1M	PORTABLE, XL-185P 7/800MHZ, FKP, BLK, US	40	\$ 2,250.00	50%	\$ 1,125.00	\$ 45,000.00
2	XS-PL5L	FEATURE, P25 OTAR(OVER-THE-AIR-REKEYING)	40	\$ 595.00	50%	\$ 297.50	\$ 11,900.00
3	XS-PL4F	FEATURE, P25 PHASE 2 TDMA	40	\$ 250.00	50%	\$ 125.00	\$ 5,000.00
4	XS-PL8Y	FEATURE, ENCRYPTION LITE	40	\$ 0.01	100%	\$ -	\$ -
5	XS-PKG8F	FEATURE, 256-AES,64-DES ENCRYPTION	40	\$ 695.00	50%	\$ 347.50	\$ 13,900.00
6	XS-LLA	FEATURE, LINK LAYER AUTHENTICATION	40	\$ 100.00	50%	\$ 50.00	\$ 2,000.00
7	XS-P25ED	FEATURE PACKAGE, P25 AND EDACS TRUNKING	40	\$ 2,000.00	50%	\$ 1,000.00	\$ 40,000.00
8	XS-PL4L	FEATURE,SINGLE BAND 7/800	40	\$ 0.01	100%	\$ -	\$ -
9	XS-P25PV	FEATURE, PROVOICE	40	\$ 250.00	50%	\$ 125.00	\$ 5,000.00
10	XS-PL7G	FEATURE, PERSONALITY LOCK ESK FOR XL-200	40	\$ 110.00	50%	\$ 55.00	\$ 2,200.00
11	ADSH-XL200L	BATTERY, LI-ION, 4800 MAH	40	\$ 225.00	25%	\$ 168.75	\$ 6,750.00
12	ADSH-XL200L	BATTERY, LI-ION, 4800 MAH (SPARES)	10	\$ 225.00	25%	\$ 168.75	\$ 1,687.50
13	XS-NC8D	ANTENNA, WHIP,1/2 WAVE 762-870MHZ	40	\$ 45.00	50%	\$ 22.50	\$ 900.00
14	XS-AE2V	SPEAKER MIC, REVO NC2, C1D2	40	\$ 263.72	50%	\$ 131.86	\$ 5,274.40
15	XS-AE3Z	EARPHONE, LAPEL MICROPHONE	40	\$ 65.00	50%	\$ 32.50	\$ 1,300.00
16	GE7334-34X	LEATHER CASE WITH BELT LOOP	40	\$ 135.00	25%	\$ 101.25	\$ 4,050.00
17	XS-HC3L	BELT CLIP, METAL	40	\$ 30.00	50%	\$ 15.00	\$ 600.00
18	XS-CH4X	CHARGER,1-BAY	40	\$ 170.00	50%	\$ 85.00	\$ 3,400.00
19	XS-CH5A	CHARGER, 6-BAY, XL-185P	1	\$895.00	50%	\$ 447.50	\$ 447.50
20	LABOR	RADIO PROGRAMMING	40	\$ 42.50	0%	\$ 42.50	\$ 1,700.00

**Note: Additional Features may be required by City/County
when new P25 system goes on line in 1 year.**

Total: \$ 151,109.40

From: Anna Solis
Major Accounts Representative
Dailey-Wells Communications
3440 E. Houston St.
San Antonio, TX 78219
210.893.6571 Phone
anna@dwcomm.com

Terms: Net 30 Days
Prices valid for 60 Days from Above Date

RESOLUTION 2021-533(R)

**A RESOLUTION APPOINTING CITIZENS TO THE CITY OF WINDCREST CRIME
CONTROL AND PREVENTION DISTRICT**

WHEREAS, the City has a Crime Control and Prevention District; and

WHEREAS, the Crime Control and Prevention District has varying terms and periodic appointment or reappointment is necessary by the City Council; and

WHEREAS, the City has determined it in the best interests of the City and citizens of Windcrest to appoint the specific volunteer individuals to the specified positions.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WINDCREST, TEXAS that the City Council appoints the following individuals to the following positions:

Board or Commission	Place No.	Appointee	Term Expiration
W.C.C.P.D			
W.C.C.P.D			
W.C.C.P.D			
W.C.C.P.D			
W.C.C.P.D			
W.C.C.P.D			
W.C.C.P.D			

DULY PASSED AND APPROVED, on the 16th day of August, 2021 at a regular meeting of the City Council of the City of Windcrest, Texas, which was held in compliance with the Open Meetings Act, Gov't. Code §551.001, et. Seq. at which meeting a quorum was present and voting.

CITY OF WINDCREST, TEXAS

Dan Reese, Mayor

ATTEST:

Rachel C. Dominguez, City Secretary

APPROVED:

Ryan S. Henry, City Attorney

RESOLUTION NUMBER 2021-534(R)

**A RESOLUTION ADDRESSING THE HEALTH REIMBURSEMENT
ACCOUNT FOR THE 2021-2022 FISCAL YEAR**

WHEREAS, the Health Reimbursement Account (“HRA”) will continue to be monitored and administered by the Municipal Finance Officer.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Windcrest, Texas, that:

1. That a Health Reimbursement Account (“HRA”) shall be split up as follows:

Tier 1. Prescriptions, Specialists and Primary Care Physicians (PCP) \$500 (EMPLOYEE ONLY):

- 1st \$250.00 will be reimbursed to the Employee from the City of Windcrest
- 2nd \$250.00 will be paid by the Employee
- 3rd \$250.00 will be reimbursed to the Employee from the City of Windcrest
- 4th \$250.00 will be paid by the Employee

Tier 2. Any deductible related expenses \$2,000 (EMPLOYEE ONLY):

- 1st \$1,500.00 will be paid by the City of Windcrest
- 2nd \$250.00 will be paid by the Employee
- 3rd \$500.00 will be paid by the City of Windcrest
- 4th \$250.00 will be paid by the Employee

Tier 3. Dental, Vision, Medical Supplies and ER or Emergency Room Clinics \$1,500.00 may be used on any covered dependents:

½ of each bill will be reimbursed to the Employee by the City of Windcrest.
Maximum amount to be reimbursed is \$1,500.00. This funding may be used towards Tier 1 and Tier 2 expenses if requested by the employee.

An employee may request to move Tier 3 funds by submitting a written request to the Municipal Finance Officer.

DULY PASSED AND APPROVED, on the 16th day of August, 2021 at a special meeting of the City Council of the City of Windcrest, Texas, which meeting 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 NO. 2021-535(R)

A RESOLUTION OF THE CITY OF WINDCREST CITY COUNCIL TO ADOPT POLICIES AND PROCEDURES FOR EMPLOYEES THAT REQUEST APPROVAL FOR TRAVEL AND TRAINING AND REIMBURSEMENT FOR RELATED EXPENDITURES.

WHEREAS, the City of Windcrest has city employees that require approval to attend training, seminars or conferences that are directly related to the employees' jobs; and

WHEREAS, these trainings, seminars, or conferences help ensure that city employees remain current with the latest developments, skills, and new technologies required for their positions; and

WHEREAS, the City Council has developed an Employee Travel & Training Policy and Procedure to govern and regulate employee requests for training, travel, and reimbursement; and

WHEREAS, the Windcrest City Council finds that it is in the best interests of the City and residents that city employees are encouraged and provided with opportunities for professional growth and development so that employees can best fulfill their duties.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WINDCREST, TEXAS instructs the City Manager to adopt the attached policy and procedure, including the Travel Authorization Form, which a City of Windcrest employee must follow in order to timely and properly request approval for training, travel, and/or reimbursement.

DULY PASSED AND APPROVED, on the 16th day of August, 2021 at a regular meeting of the City Council of the City of Windcrest, Texas, which was held in compliance with the Open Meetings Act, Gov't. Code §551.001, et. Seq. at which meeting a quorum was present and voting.

CITY OF WINDCREST, TEXAS

Dan Reese, Mayor

ATTEST:

Rachel C. Dominguez, City Secretary

APPROVED:

Ryan S. Henry, City Attorney

POLICY AND PROCEDURE

EMPLOYEE TRAVEL & TRAINING

PURPOSE

This policy is established to create a unifying document for allowable City expenditures to be incurred for employee travel and training. This policy provides the guidelines that employees must follow when traveling on City business related to training and development.

BACKGROUND

Expenditure of public funds for travel and training are always under close scrutiny. As such, it is important to set clear expectations and processes for traveling for employee training and development.

DEFINITIONS

“**Per Diem**” is defined as a pre-set amount of funds provided to an employee for a business-related activity (such as travel or training). The specific amount of the Per Diem is governed by the current IRS Maximum Federal Per Diem Rate Schedule.

“**Purchasing Card**” (or “**P-Card**”) is a card issued by the Purchasing Division to be used for official City business such as making hotel reservations, booking airline flights, etc.

POLICIES and PROCEDURES

POLICY FOR EMPLOYEE TRAVEL AND TRAINING

It is the City’s Policy:

- A. To encourage professional development and ensure all City employees are given the opportunity for growth and development.
- B. That employees demonstrate prudence when using public funds.
- C. That training, seminars, conferences and travel must be directly related to the employee’s job.
- D. That employees should make every reasonable effort to attend training, seminars, and conferences as close as is practicable to the City of Windcrest in order to reduce travel and lodging expenses.
- E. That City funds may not be used to pay any portion of a non-City representative’s expenses (including spouses and family members of City employees).
- F. That expenses for personal travel shall not be charged to or temporarily funded by the City.

- G. That City funds will not be advanced to employees with City-issued Purchasing cards for any travel related expenses including hotel reservations, airfare, car rental, etc., for which the P-Card may reasonably be used.
- H. Any exception to the stated policy must be approved in writing in advance by the City Manager or Finance Director and result in a lower cost to the City than policy direction provided.

PROCEDURES FOR EMPLOYEE TRAVEL AND TRAINING

General

- 1. Departments will allocate funds during the budget process for professional development and business travel and any other expenses related to city business.
- 2. All travel & training must be pre-approved by the Department Head prior to payment of any registration or travel expenses.
- 3. All employees shall complete and submit a travel & training request with explanation of the training- why it is necessary, is it for a certification, where is the training, how the employee will travel, hotel costs, per diem calculation and agenda (itinerary).
- 4. All out of state travel must be pre-approved by the City Manager or Finance Director.
- 5. The budget shall specifically list and identify seminars, conferences, etc. that are anticipated to be attended during the upcoming fiscal year, including locations. The list must be detailed enough to be reviewed by the City Manager or Finance Director and approved as part of the budget process. The City Manager shall determine what an acceptable level of training and travel is for each employee within a department.
- 6. Supervisors, in cooperation with their employees, are responsible for scheduling and coordinating business travel away from work for their employees.
- 7. No personal travel shall be combined with the City business travel. Personal expenses cannot be charged to a City Purchasing Card.

Means of Travel

- A. Transportation expenses shall be reimbursed based on the most economical and common mode of transportation and the most commonly traveled route consistent with the authorized purpose of the trip. Staff should make every reasonable attempt to minimize expenses while traveling where possible. Online and local training should be utilized as much as possible.
- B. When multiple employees are attending the same training, reimbursement will only be available when employees share resources, such as carpooling, rather than traveling separately at additional cost to the City.
- C. If the traveler chooses to drive instead of fly, the employee must justify that driving is the most reasonable method of travel. Reimbursed mileage must be lower than the cost of airfare to the destination; and must be included in the Travel/Training Request Form as part of the pre-approval. Employees should seek to minimize costs of such travel - such as avoiding toll roads and self-parking vs valet. Utilize city fleet vehicles where possible.

- 1. If the traveler receives a car allowance:

- 1) Mileage will only be reimbursed at the IRS charitable use rate for a trip. Reimbursable mileage is measured from the employee's headquarters (place of work) to the destination and return, unless departing from or arriving to the employee's residence is closer than employee's headquarters. Additional mileage between an employee's residence and place of work is not reimbursed. Tolls are not reimbursed.
2. Return travel should be completed on the day the event ends; if staying beyond the end of the event- hotel and meals, along with other expenses, are the employee's responsibility.

Reservations

- A. Employees and Departments who have been issued a Purchasing Card should use the card to make all necessary reservations and registrations for business-related travel and training.

Prepayment of Travel Related Expenses

- A. Prepayment for registration, lodging and airfare for any school, conference or seminar can be accomplished by entering a requisition, or by using a Purchasing Card, after the travel/training has received the applicable approvals.
- B. Checks along with registration forms for seminars or hotel reservations will be mailed by Accounting unless instructed otherwise.

Travel Advances

- A. Requests for travel advances will be submitted on the applicable form to Accounting at least two weeks prior to the occasion for travel.
 1. Per Diem advances should be generated based on the Travel/Training Approval Form.
- B. The traveler shall sign the request form which must show the account number(s) to be charged and then route for approval. The traveler's supervisor will sign the request indicating approval. Approval indicates that funds are budgeted and available. The approved request is then forwarded to Accounting. Accounting will verify the request against the approved Travel/Training Request Form.
- C. Accounting will not disburse funds more than a weeks prior to the travel date.

D. Reimbursable Expenses

- E. Receipts are required to be submitted except where stated otherwise. Upon consideration, reimbursement may be made for the following types of expenditures:
- F. Travel:
 1. Coach/economy class airfare and baggage fees
 2. The City will not pay/reimburse for "early boarding" or seating upgrades on airlines
 3. Expense incurred during use of a City vehicle, including gasoline.
 4. Mileage reimbursement for use of personal vehicles (at current IRS mileage rate).
 5. Reasonable "economy" airport parking cost.

6. Car Rental and gas expense, in lieu of mileage reimbursement for personal vehicle
7. Return travel should be completed on the day the event ends.

G. Lodging:

1. Actual cost of room plus appropriate tax (Note: Cities are not exempt from any applicable hotel tax).

H. Meals and Tips – [Per Diem Table](#)

1. Meals for non-overnight travel and training are taxable per IRS regulations. Actual meal expenses are reimbursable if the employee is away from their primary business location for six hours or more.
2. Employees seeking reimbursement will turn in receipts to Accounting and reimbursement will be made.
3. Per Diem cannot be provided for non-overnight travel, but the reimbursement may not exceed the IRS Meal and Incidental Expenses (M&IE) Per Diem Rate.
4. For overnight travel and training, the City will provide each employee a per diem as determined by the current IRS M&IE Rate.
5. The City will only provide a per diem vs reimbursement for actual meal costs
 - Using the per diem method, the employee is not required to turn in receipts for their meals and incidental expenses.
6. Per Diem amounts granted will be determined by the length of time the employee will be on City business (for example, a 1.5 day training class will be allotted the IRS-defined amounts for the number of meals occurring during the half day). The M&IE breakdown can be found on the IRS [website](#) as shown below:

M&IE Breakdown					
M&IE Total (1)	Continental Breakfast/ Breakfast (2)	Lunch (2)	Dinner (2)	Incidental Expenses	First & Last Day of Travel (3)
\$55	\$13	\$14	\$23	\$5	\$41.25
\$56	\$13	\$15	\$23	\$5	\$42.00
\$61	\$14	\$16	\$26	\$5	\$45.75
\$66	\$16	\$17	\$28	\$5	\$49.50
\$71	\$17	\$18	\$31	\$5	\$53.25

\$76	\$18	\$19	\$34	\$5	\$57.00
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7. The City will not provide per diem where meals are provided by the conference/training. A detailed agenda is required to determine which meals are provided
8. Employees will not be reimbursed for meals prior to leaving on the trip or upon return.
- I. The following is covered by the IRS Meals & Incidentals (**not** separately reimbursable):
 1. Tips for meals and services (i.e. bellhops, taxis, valet)
 2. Transportation between places of lodging/business and restaurants, if suitable meals cannot be obtained at the place of lodging/business,
 3. Business related telephone calls
 4. Tolls incurred while at destination

Other Expenses

- A. The City will not pay for/reimburse employees for internet access or other optional services at hotels.
- B. Taxi Fares/Shuttle services- Actual cost of any taxi fare/shuttle service incurred. Gratuity is covered under the Incidentals allocation of the IRS Per Diem allowance.
- C. Registration Fees- Fees charged for registration for any conference, meeting, or seminar are allowed for prepayment or reimbursement. An invoice, registration form and supporting information providing documentation of fees or rates must be submitted with the request for payment.
- D. Books and Materials - Expenses for books and manuals required for class. This **excludes** pens, pencils, notebooks, etc. This also **excludes** additional materials that may be for sale at the class or seminar location.

Travel/ Training Form

- A. The completed Travel/Training Form must be submitted to the department for review and approval by the traveler's supervisor. After approval, the form and all attachments should be copied and retained by the originating department for their records.
- B. Upon department approval, the Travel/Training form with all required receipts and refund documentation attached will be submitted to Accounting. If a reimbursement is due to the employee, a payment will be issued upon the review and approval by the Accounting department.

ACCOUNTABILITY

This policy will be the responsibility of the Finance Department subject to City Manager review and approval.

FORMS

Travel/Training form

Current Per Diem Table- obtain from IRS website

<https://www.gsa.gov/travel/plan-book/per-diem-rates>
<https://www.gsa.gov/travel/plan-book/per-diem-rates>



WINDCREST TEXAS

TRAVEL AUTHORIZATION FORM

Date Submitted: _____ Employee Name: _____

Department: _____

Date(s) of Travel: _____ From: _____

Purpose for Travel: _____

Travel Destination (city): _____

Please Check one:

Overnight trip	Yes / No	Day Trip	Yes / No
----------------	----------	----------	----------

Estimated Cost of Trip: _____

Hotel: _____

Nights _____ Cost: _____

Registration Costs: _____

Transportation:	City Vehicle	Yes / No
	Rental Car	Yes / No
	Mileage (use Fed Rate per mile):	_____

Meals: Breakfast_\$ _____ Lunch_\$ _____ Dinner_____

Per Diem Total (Transportation and Meals): _____

Employee Signature: _____

Comments: _____

I authorize this travel and certify that the estimated expenditures are for
official city business, and that funds are available in the budget from account _____

Department Head Signature: _____

City Manager/Finance: _____

RESOLUTION NUMBER 2021-536(R)

**A RESOLUTION ADOPTING THE CITY OF WINDCREST
PURCHASING POLICY FOR THE FISCAL YEAR 2021-2022**

WHEREAS, the City Council adopted a standardized purchasing policy on or about December 17, 2014; and

WHEREAS, the City Council desires to adopt a revised standardized purchasing policy.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Windcrest, Texas, that:

1. The attached Purchasing Policy is adopted and shall provide the standard guidelines for the purchase of items using the City of Windcrest funds.
2. All previous purchasing policies are hereby repealed.

DULY PASSED AND APPROVED, on the 16th day of August, 2021 at a regular meeting of the City Council of the City of Windcrest, Texas, which meeting 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



PURCHASING POLICY

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1. INTRODUCTION

The City of Windcrest Purchasing policy is intended to establish and describe the basic procurement policies under which the City of Windcrest (the “City”) will operate. This policy to promote the understanding by employees, vendors, contractors, and the public regarding the procurement of goods and services on behalf of the City. This policy is effective immediately upon issuance, and supersedes all previous purchasing instructions or directives.

The purpose of this procedure manual is to execute policies approved by the City Council. These procedures will be used to:

- Simplify, clarify and modernize the City of Windcrest procurement practices.
- Ensure the application of consistent and sound business practices in City purchasing and demonstrate our ongoing commitment to increasing communication among the departments.
- Bolster public confidence in public procurement procedures.
- Ensure the fair and equitable treatment of all persons dealing with the City procurement system.
- Maximize the procurement value of City funds.
- Safeguard the high quality and integrity of the procurement system.
- Ensure that expenditure of public funds (including federal and state funds) complies with the terms and conditions of the funding source. If federal or state requirements conflict with provisions of this manual, nothing in the manual shall prevent the City from complying with the terms and conditions of the federal or state requirements.

The Finance Department is the City’s oversight department for buying and contracting for the acquisition, storage and disposal of goods, and for the procurement of services and construction. Each Department Head will be responsible for following the purchasing policy.

2. FINANCE DEPARTMENT POLICY STATEMENT

The City Manager is responsible for the administrative affairs of the City. The City Manager has delegated the purchasing responsibility within the guidelines established in this manual to the Department Heads and the Finance Department. Each Department Head is authorized to execute orders on behalf of the City within these policy guidelines. Any interpretation of these guidelines necessary for the effective operation of the purchasing function will be made by the City Manager.

3. DEPARTMENT RESPONSIBILITIES

- i. Departments will determine the availability of budgeted funds in the appropriate category before requesting a purchase. Purchase requisitions may be returned if funds are not available and will not be processed until the user department identifies available funds.

- ii. Solicit informal bids (purchases \$3,000 to \$49,999.99).
- iii. Submit purchase order requests for all contracts approved by the City Manager or City Council at the time of contract execution.
- iv. Assist Finance Department with specifications that require a technical background.
- v. Submit all other purchase order requests in adherence with this purchasing policy.
- vi. Submit requests with sufficient lead-time to acquire goods or services in advance of need. A minimum of 2 months, from anticipated award date, for all formal bids.
- vii. With the assistance of Finance Department, departments will develop detailed and comprehensive minimum specifications for goods and services. Specifications should be written to encourage competition, whenever possible. Products available through a sole source must be justified to Finance Department.
- viii. Evaluate bids and proposals for compliance with specification; evaluate bids based on the criteria defined in the specifications; and make recommendations for award.
- ix. Receive and inspect all deliveries of supplies, materials and equipment, and determine their quality and conformance with specifications.
- x. All claims regarding damaged material, must be processed in an expeditious manner. The user department should immediately contact the vendor upon discovery of damaged goods, advise Finance Department in writing of the problem, and provide evidence of unsatisfactory performance by a supplier or vendor.
- xi. When applicable, contacts with suppliers regarding procurement should be arranged through and under the cognizance of Finance Department. Upon request, Purchasing shall be provided copies of any correspondence between suppliers and departments.
- xii. No Department Head or employee is authorized to indicate in any way or manner to any salesperson or company that they will recommend a particular product.
- xiii. Adhere to this policy and federal, state, and local statutes for procurement.
- xiv. Ensure HUB requirements are met for all solicitation \$3,000 - \$49,999.99.

4. PURCHASING LIMITS

Each request shall be accompanied by the required approval for the applicable approval authorities. Approval authorities required are as follows:

- A. Approvals less than \$3,000.00 only require approval from the Department Head.
- B. Approvals ranging from \$3,000.00 to \$24,999.99 require approval from the Department Head, Finance Director.
- C. Approvals ranging from \$25,000.00 to \$49,999.99 require approval from the

- Department Head, the Finance Director, the City Manager and the City Council.
- D. Approvals of \$50,000 and above require approval from the Department Head, the Finance Director, the City Manager, and the City Council.

The following table clearly outlines the purchase requisition approval process.

Dollar Range	Approval Authority Required			
Up to \$2,999.99	Department Head			
\$3,000 - \$24,999.99	Department Head	Finance Director	City Manager	
\$25,000- \$49,999.99	Department Head	Finance Director	City Manager	City Council
\$50,000 and greater	Department head	Finance Director	City Manager	City Council

PURCHASES LESS THAN \$3,000

A. Delegated Departmental Procedures

Departments, upon approval by the Department Head or pre-approved department designee, may purchase goods and/or services up to \$2,999.99 directly from a vendor. These purchases do not require competitive bidding (however competition is encouraged), quotation forms, or purchase orders. This enables departments to procure small purchases in a cost and time-effective manner, using the informal solicitation method. Repetitive purchases within any budget year, which in the aggregate exceed \$2,999.99 from any single vendor is considered a purchase in the category of \$3,000 to \$49,999.99 and shall comply with that procedure.

When requested by a department, Finance Department is available to assist with identifying potential vendors or researching any information needed to make purchases.

Purchasing Card (P Card) – The P Card should be utilized for these types of purchases not to exceed \$1,000.00 when able (see Purchasing Card Policy and Procedures).

The Department Head, or department designee, may authorize invoices for payment and forward to the Finance Department.

PURCHASES OF \$3,000 TO \$49,999.99

A. General Information

Three (3) or more competitive written quotes are required on all purchases of \$3,000 or more. Quotes are to be attached to the requisition submitted to Finance Department for processing.

1. All purchases of \$3,000 or more shall require a purchase requisition initiated by the Department Head or their designee. No contract or purchase order shall be issued to any vendor unless and until the Finance Department certifies that a sufficient unencumbered appropriated balance is available in the account(s) for which the contract or order is issued and a purchase order is created. Inclusion in an approved budget does not automatically entitle a City department to the equipment, supplies or materials requisitioned. The quotes

should be obtained or any formal binding documented quote from the vendor. The City of Windcrest Quote Request Form may be faxed or emailed to each vendor from which the department is requesting a quote from.

2. Section 252.0215 of the Local Government Code requires the city to contact a minimum of two (2) Historically Underutilized Businesses (HUB) on a rotating basis, per information provided on the Centralized Master Bidder's List (CMBL) located on the Window on State Government website (www.window.state.tx.us/procurement) to invite bids. If the list does not identify a HUB in Bexar County, the City is exempt from this requirement.

3. The purchase order documents/quotes must be submitted to the Finance department with all known information – including quantity, description, account code, unit price, total price, delivery, and freight and payment terms. The Finance Department will issue a purchase order when the proper authorization and proper documentation is obtained.

4. Repetitive purchases within any budget year, which in the aggregate exceed \$49,999.99 from any single vendor, is considered a purchase in the category of more than \$50,000 and shall comply with that procedure.

PURCHASES OF MORE THAN \$50,000

A. General Information

1. The Texas Local Government Code requires competitive sealed bidding or competitive sealed proposals for city purchases exceeding \$50,000 in amount, with very few exceptions such as emergencies, professional services, sole source purchasing and any defined exception per LGC 252. City employees are prohibited from making "separate, sequential, or component purchases to avoid the competitive bidding requirements." A violation of these prohibitions is a Class B misdemeanor (\$2,000 fine and/or 180 days in jail), and conviction results in immediate removal from office or employment and ineligibility for other public office or employment for four years after the date of conviction (Local Gov't. Code Section 271.029 and 271.030). "Component" purchases means purchases of the component parts of an item that in normal purchasing practices would be bought in one purchase. "Separate" purchases means purchases made separately of items that in normal purchasing practices would be bought in one purchase. "Sequential" purchases means purchases of items made over a period that in normal purchasing practices would be bought in one purchase.

2. City Council approval is required for the award of contracts for all purchases for goods and services over \$25,000. If the formal bid process is used and the low bid is \$50,000 or below, the City Manager has the authority to execute the contract award.

3. Most purchases of more than \$50,000 (LGC 252.021) must be expressly approved in advance and require legal advertising and formal sealed bids or proposals. Finance department will be responsible for distribution of bid/proposal requests to vendors.

4. The department shall initiate the bid process by completing a Scope of Work/Service to obtain an Invitation For Bid (IFB), Request For Proposals (RFP), or Request For Qualifications (RFQ).

5. The department for which the items are budgeted will be responsible for preparing or aiding Purchasing in development of specifications and providing information on any known vendor for which they wish to receive a bid package.
6. Finance Department assigns the bid package a number or groups it with other like items already in a bid package. Bid packages are assigned numbers in ascending numerical sequence proceeded by a two-digit number identifying the current fiscal year (e.g. 18-001, 18-002, etc.).
7. Finance Department prepares the IFB, RFP, or RFQ, legal ad(s). In conjunction with the department, Finance will set the advertising dates and schedule the bid opening date and time. Finance will upload the solicitation to www.texasbidsystem.com for national advertising.
8. The Finance Department, will receive bids and place them in a designated area until the date of the bid opening/proposal closing at which time they will be presented. Bids/proposals received after the due date and time will be rejected as non-responsive. The official time received will be the time the Finance Department, or designee, writes on the bid packet. Bid openings are open to the public.
9. The bid openings will be conducted by Finance department or designee and will take place in the Council Chambers or a designated Public Space as otherwise specified.
10. The Finance Department or designee will prepare a tabulation for each item or group of items following the bid opening. Finance will consult with each department involved for consensus of a recommendation. Bids are awarded based on a system authorized by state law, including the lowest ***responsible, responsive bidder or best value bid***.
11. Finance, with input from the user department, will prepare an agenda item request form with the staff recommendation for Council approval and award.
12. The department will submit a requisition to Finance for processing, including the contract number and Council award date and agenda item number.

PURCHASE CARDS & CHARGE ACCOUNTS

Purchase Cards and Charge Accounts are to be used for purchasing small dollar (less than \$ 1,000.00), high volume items, and for official City travel. Purchase Cards and Charge Accounts are for official City business purposes only and shall not be used for any personal transactions. Use of the Purchase Card to make purchases of capitalized equipment is prohibited. Improper use of a Purchasing Card or Charge Account may result in disciplinary action, up to and including termination of employment.

All purchase cardholders must be approved by both the Municipal Finance Officer and, City Manager.

All open credit accounts must be approved by the Municipal Finance Officer. An example of open credit accounts would be like Home Depot, Office Max, Sam's, etc...

For more information and detail on Purchase card use and compliance please refer to the Purchase card Policy.

5. PROFESSIONAL SERVICES

"Professional Services" are services which involve mental or intellectual skills, usually accompanied by formal certification or licensing by a state agency, such as accounting, architecture, landscape architecture, land surveying, medicine, optometry, professional engineering, real estate, or professional nursing services. "Professional Services" are defined in Government Chapter Code 2254.

State law prohibits the purchase of professional services by competitive bidding. User departments must select professional service consultants on the basis of demonstrated competence and qualifications, and must negotiate fees on the basis of what is fair and reasonable for the type of services, rather than on a "low bid" basis. Except for architects and engineers, discussed below, both price and qualifications can be considered in selecting consultants.

For professional services, as defined above, involving an anticipated fee of \$50,000 or less, the requesting Department Head will utilize standard Professional Services Agreement and obtain approval of the City Manager, Finance Director and City Council. If this service is \$1,000 or greater, a purchase requisition must be submitted to Finance Department for processing.

For services involving an anticipated fee of more than \$50,000, use the formal Request-For-Qualifications ("RFQ") procedure in coordination with Finance Department. Deviations from the RFQ requirement must be legally compliant, based on statutory exceptions or unusual circumstances, and a written waiver must be approved by the City Manager.

Architects/Engineers:

In the case of architectural or engineering services a two-step process must be followed. The first step is initial selection of the consultant based on demonstrated competence and qualifications (and not considering price); and the second step involves negotiation of a fee with the selected consultant. If fee negotiations are not successful, then fee negotiations with the second most qualified consultant may be undertaken, and so forth. It is important to keep in mind that price may **not** be considered in the initial selection of an engineer or architect.

HIGH TECHNOLOGY PURCHASES: High technology purchases in excess of \$50,000 must be made through formal, written, sealed proposals. Departments are prohibited from splitting purchases to avoid the formal proposal requirement. State law requires that the relative importance of price and other evaluation factors be specified in the RFP. All RFP's for high technology purchases must be approved by the Department Head, IT, Legal, and the City Manager or his designee prior to advertisement of the RFP.

CONSTRUCTION PROJECTS

Construction projects include construction activities for buildings, streets, and utility system improvements including renovations and demolitions. The City Manager will designate a Project Manager, for each construction project. These projects sometimes involve the acquisition by the City of real property, right-of-way, or easements, which is recommended, but not required to be completed before the contractor enters the project area. In addition, state law requires most public works projects to be designed and overseen by a registered professional engineer or architect, who can be either in house (Engineering Department) or a contracted consultant. Procurement materials may be prepared by third-party consultants for use in these projects,

subject to city acceptance and approval.

Technical specifications/plans and supplementary conditions are developed by the Architect/Engineer.

- a. **Asbestos Abatement:** If the project involves renovation or demolition work on an existing City building, state law requires an asbestos abatement survey to be conducted by a state licensed person, and material samples must be collected and submitted for analysis at a state certified laboratory. If asbestos is found, the Project Manager must contact the Engineering Department for additional information regarding asbestos abatement. All demolition projects require notification to the Texas Department of Health regardless of whether asbestos is present.
- b. **Elimination of Architectural Barriers:** If the project involves construction of a building with an estimated construction cost of \$50,000 or more, the City is required to submit all plans and specifications for the construction or renovation to the Texas Department of Licensing and Regulation for review for removal of barriers to persons with disabilities.

MINOR CONSTRUCTION PROJECTS: Minor construction projects are construction activities under \$50,000. The Project Manager for all minor construction projects for all City facilities will be determined by the City Manager.

6. PURCHASE ORDERS

Purchase orders will be required for all purchases equal to or in excess of \$1,000 in a fiscal year. The Department Head will submit a requisition to Finance Department, with reasonable lead time for all approvals to be obtained, **PRIOR TO** the purchase of a good or service. Only after the Finance Director, and/or the City Manager or their designee, has approved the PO request the Finance Department will issue a PO number.

Per this purchasing procedure manual, P-cards are not to be used to bypass the need for a purchase order for any good or service from the same vendor that exceeds a total of \$1,000 in a fiscal year. If a purchase will exceed \$1,000, a P-card should not be used and a purchase requisition should be submitted. In the event a vendor requires payment in the form a P-card, the user department should seek guidance from Finance Department.

7. CHANGE ORDERS

After any contract is signed, and if changes are necessary in the scope of work, the contract price, or the contract time, a change order must be prepared on a City approved form for execution by the contractor and the City. The contractor or consultant must receive written approval from the City prior to initiating any additional work.

- Change orders involving an increase of more than \$25,000 must be approved by the City Council.
- Change orders, regardless of amount, which exceed the amount of funding

appropriated for the project by the City Council, are subject to City Council approval of a supplemental appropriation before they may be paid.

- The original contract price may not be increased or decreased under by more than 25 percent. The original contract price may not be decreased under the Local Government Code by more than 25 percent without the consent of the contractor. The original contract price may not be increased by more than 25 percent without complying with the bidding process used for the original contract for the work resulting in the increase.

8. EXEMPT PURCHASES

State law provides a few exemptions from competitive bidding. Such examples include:

- The purchase of land or rights-of-ways;
- Personal or professional services, such as engineering, architectural, or planning services;
- Property bought at an auction;
- Property bought at a going-out-of-business sale;
- Property bought from another political subdivision or state or federal government;
- In case of public calamity, where it becomes necessary to act at once to provide relief for local citizens or to preserve or protect the public health;
- In case of unforeseen damage to public property, machinery, or equipment, where immediate repair is necessary;
- Procurement necessary to preserve or protect public health or safety of the City's residents;
- Procurement for work that is performed and paid for by the day as the work progresses;
- The purchase of electricity, gas, water, and other utility services; and
- Other matters as set forth in Section 252.022 of the Texas Local Gov't. Code.

The application of exemptions from competitive bidding requirements for purchases in excess of \$25,000 must be approved in each case by the City Manager, Finance Director and the City Council.

9. EMERGENCY PURCHASES

Emergency purchases are those purchases caused by an unforeseen and dangerous situation that requires immediate action to preserve the health and safety of people or property in the City. When emergency purchases are made, the user department must make the purchase at the best possible price considering all existing circumstances and the necessity for prompt action.

The Finance Department will issue a verbal approval upon request when an emergency occurs which must be followed-up with a purchase order as soon as time permits, or within 48 hours of purchase, whichever occurs first. The user department must submit a purchase requisition within 48 hours after the emergency purchase is made.

Emergency purchase orders in excess of \$25,000 **must** be authorized by the Municipal Finance Officer and City Manager and ratified by the City Council at the next scheduled Council Meeting.

10. SOLE SOURCE PURCHASES

State laws allow for a limited exemption from competitive bidding for the purchase of goods where the functional requirements of the City can be satisfied by only one source. This applies to purchases where competition is precluded because of:

- the existence of patents, copyrights, secret processes or natural monopolies;
- the purchase of books, papers, and other materials for a public library if those books, papers, or materials are available only from the person holding exclusive distribution rights to the materials;
- the purchase of electricity, gas, water, and other utility services;
- the purchase of captive replacement parts or components for equipment; and
- other items as specified in Section 252.022 of the Texas Local Gov't. Code.

A product is eligible for sole source purchase only when there is a significant functional difference between the product and other similar products on the market, when an item is available from one supplier, urgency of need limits the capability to complete the requirements, continuity with current or existing processes or services is necessary, or when statutory or regulatory requirements limit competition.

After an independent review by the Finance Department, an interpretation will be provided to the departments as to whether the request is eligible for sole sourcing.

Sole source purchases in excess of \$50,000 must be approved by the City Manager and the City Council prior to the purchase. When City Council approval is necessary, a detailed explanation of the sole source basis for the purchase must be included by the user department on the agenda request form. A sole source memorandum must be submitted to Purchasing with the purchase requisition for processing.

11. BLANKET PURCHASE ORDERS

The user department shall submit a purchase request to Purchasing for a blanket purchase order for an amount of estimated annual recurring expenditures. For example, a department would set up a blanket purchase order for vendors from whom they regularly purchase needed supplies. Examples might include office supplies, equipment parts, lubricants, fuel, and so forth.

Utilities, such as Cable, internet, electricity, phone services, and any other service exemption from LGC 252.022, are excluded from the purchase order and bidding requirements.

Contractual payments to financial institutions, previously approved by the City Council, are also

not subject to the purchase order requirements.

12. INTERGOVERNMENTAL PURCHASES

It is the policy of the City to facilitate joint purchasing arrangements on an inter-governmental basis. The Municipal Finance Officer will work with other governmental entities to take advantage of the benefits of joint purchasing arrangements. In addition, the Municipal Finance Officer will utilize various cooperative programs available to the City.

13. COMPUTER HARDWARE AND SOFTWARE PURCHASES

The City has adopted the following policy for the purchase of computer hardware and software.

Purchases of computer supplies/equipment \$100.00 to \$999.99 must have the approval of the Department Head and Municipal Finance Officer.

Purchase of computer supplies/equipment \$1,000 - \$25,000 must be approved by the Department Head, Municipal Finance Officer, and the City Manager.

If cost is estimated to exceed \$50,000 the RFP policy applies.

All original program diskettes/CD's shall be kept by the City Secretary for retention filing at the Records Storage Center. The original software license is kept by the user department for its files.

14. CITY COUNCIL AUTHORIZATION

Contracts for the purchase of goods and services involving an expenditure in excess of \$24,999.00 require the approval of the City Council, whether or not the purchase is to be obtained through a competitive bidding or proposals procedure. The Department Head is responsible for timely processing of City Council Agenda Request forms to the City Manager when Council approval is necessary for a purchase.

15. BUYING LOCALLY

The City encourages purchases from vendors in Windcrest when the needs of the City and the requirements for competition in this manual can be met. State law, however, does not permit purchases to be limited to Windcrest vendors when competition is afforded by out-of-town vendors who can meet the City's delivery and/or service requirements.

In purchasing any real property or personal property that is not affixed to real property, if the City receives one or more bids from local bidders, and the bids are within five percent of the lowest responsible bid received by the City from a nonresident bidder, City may award the contract to the lowest responsible bidder who is a local bidder, if the City determines in writing that the local bidder offers the City the best combination of contract price and additional economic development¹³ opportunities for the City created by the contract award including the employment of local residents, and increased tax revenues to the city.

Per LGC 271.905 a “local bidder” is defined as a bidder whose principal place of business is in the local government’s jurisdiction. For the purpose of this purchasing manual the local government’s jurisdiction is the area within the city limits of City of Windcrest.

16. HISTORICALLY UNDERUTILIZED BUSINESSES (HUB'S)

1. State law requires a City to attempt to contact at least two (2) historically underutilized businesses to notify them of the proposed expenditure if the City makes an expenditure between \$3,000 and \$50,000.

(1) *Definition.* Vendor must be

(a) at least 51% owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service-Disabled Veteran,

(b) an entity with its principal place of business in Texas, and

(c) has an owner residing in Texas with a proportionate interest that actively participates in the control, operations and management of the entity's affairs.

- (2) *Requirements.* According to §252.0215 of the Texas Local Government Code, the City, in making an expenditure of more than \$3,000 but less than \$50,000, must contact at least two (2) HUBs on a rotating basis, based on information provided by the comptroller. If the expenditure is for less than \$3,000 or for more than \$50,000, this special notification requirement does not apply.

2. CAPITALIZED FIXED ASSETS

A capitalized fixed asset is tangible and intangible property that the City can leverage as a resource in providing services to the residents and inhabitants of the City. A capitalized fixed asset includes land, infrastructure, buildings, furniture and fixtures, motor vehicles and equipment with a cost of \$2,500 or more and a useful life of more than two years. Capitalized fixed assets are acquired for use in normal operations and are not for resale. These assets are long-term in nature and are subject to depreciation. Capitalized assets and projects should be charged to a general ledger capital account. Items costing less than \$2,500 should not be charged to a general ledger capital account. Any capital purchases/acquisitions (i.e. new buildings, significant building renovations, new vehicles or other motorized equipment, or real property) should be reported to the Finance Director for property liability insurance evaluation. All duties and responsibilities of the fixed assets inventory records are supervised by the Finance Department.

3. SURPLUS

All surplus computer hardware and software must be returned to the IT Director. For all other surplus goods, contact the Finance Department for disposal either by online auction, or City Auction

4. TRAVEL

All travel must be approved by the Municipal Finance Officer and the City Manager, using the attached Travel Request Form. All travel requests shall be made within 2 weeks of the travel date(s). The mileage rate to be reimbursed for all mileage will be the same rate of reimbursement used by the Federal Government. For more detail please refer to the Travel/Training policy.

5. RECYCLED PRODUCTS

The Finance Department encourages all user departments to assist in the purchase of recycled products, where cost savings can be realized, and supports the entire process of recycling.

6. DOCUMENTS

REQUISITION: The Requisition requests authorization for the User Department to enter into a contract with a vendor to purchase goods and/or services for the user department and to charge the appropriate department or project budget once all approvals have been obtained. Requisitions must be forwarded to Purchasing for processing.

PURCHASE ORDER: The primary purchasing document used by the City to secure supplies and/or equipment is the Purchase Order ("PO"). The PO is a binding written agreement between the City and a vendor obligating the City to pay for specified goods or services when delivered in accordance with the purchase order terms. Purchase orders will be issued by the Finance Department only or City Manager's Office. **NO ORDER IS BINDING UPON THE CITY UNTIL A PURCHASE ORDER HAS BEEN ISSUED. NO EMPLOYEE SHALL CONSENT TO AN ORDER ON THE "CONFIRMING" BASIS BEFORE A PURCHASE ORDER HAS BEEN ISSUED. ANY PURCHASE ORDER THAT IS CONFIRMED WITH A VENDOR BEFORE BEING ISSUED A PURCHASE ORDER, WILL BE CONSIDERED AN AUTHORIZED PURCHASE AND WILL NEED TO BE REIMBURSED BY THE EMPLOYEE TO THE CITY.**

BUDGET TRANSFER FORM: In the event that the Department Head needs to transfer budgeted funds between line items, this form must be completed.

FIXED ASSET ACTIVITY FORM: The Fixed Asset Activity Form must be completed for each fixed asset that is added, deleted, or transferred. A fixed asset is a cost of \$2,500 or greater at the time of purchase.

7. GLOSSARY OF TERMS

The following definitions are intended to assist you in understanding the language used throughout this policy. When using this policy, if you find a word or words that you may not clearly understand, or if it is not defined in this section, please do not hesitate to contact someone in the Finance Department for clarification and/or interpretation.

Award – The act of accepting a bid, proposal, or offer; thereby resulting in a contract between the City of Buda and a vendor.

Best Value - If the sealed competitive bidding requirement applies to the contract for goods or services, the contract may be awarded to the lowest responsible bidder or to the bidder who provides the goods or services at the best value for the City. In determining the best value for the City, we may consider:

- the purchase price;
- the reputation of the bidder and of the bidder's goods or services;
- the quality of the bidder's goods or services;
- the extent to which the goods or services meet the City's needs;
- the bidder's past relationship with the City.
- the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities;
- the total long-term cost to the City to acquire the bidder's goods or services, and
- any relevant criteria specifically listed in the request for bids or proposals.

Bid Advertisement - For expenditures over \$50,000 a public notice shall be placed in a newspaper of general circulation and published at least once a week for two consecutive weeks. The notice shall contain the time and place at which bids will be publicly opened.

Bonds

- **Bid Bond** - A bond required of a contractor to ensure that the contractor will enter into the contract, for which he has submitted a formal written bid and/or proposal.
- **Payment Bond** - A bond required that ensures that all suppliers and subcontractors of the contractor will be paid for work and/or material supplied in the course of the contract.
- **Performance Bond** - A bond required that guarantees vendor performance during the execution of the contract.

Capital Equipment - Assets that are used in operations with a useful life greater than one year and valued at \$2,500 or more at the time of acquisition.

Change Order - A change order is issued to a purchase order or contract if changes in plans or specifications are necessary in order to increase or decrease the quantity of work to be performed or of materials, equipment, or supplies to be furnished. Change orders must not be issued unless funds are available for the increase and the original contract may not be increased by more than 25 percent. The contract may not be decreased by more than 25% without the consent of the contractor.

City Council - The elected officials of the City of Windcrest; Windcrest, Texas given the authority to exercise such powers and jurisdiction of all City business as conferred by the City Charter and the State of Texas Constitution and Laws.

Competitive Bidding - The process wherein a vendor openly competes with other vendors, through a formal or informal process, for the City's business.

Component Purchases - Purchases of component parts of an item, which in normal purchasing practices would be purchased in one purchase.

Consulting Services - The service of studying or advising the City under a contract that does not involve the traditional relationship of employer and employee.

Contract – An Agreement between the city and a vendor to furnish supplies and/or services over a designated period of time.

Contractor – The successful vendor(s) that is awarded a contract by the city.

Delivery Date - The date by which goods or services are needed by the department or are promised by the vendor.

Emergency Procurement – A purchase that is made to meet critical, unforeseen need of the City where the City's ability to serve the public would be impaired if the purchase is not made immediately. Emergency purchases are exempt from standard purchasing procedures and must follow quality for exemption as outlined in Local Government Code 252.022 and must follow the procedure as outlined in the manual.

Encumbrance - Commitments related to unperformed contracts for goods or services.

Goods - A generic term that includes all types of property to be purchased by the City; equipment, supplies, materials, component and repair parts.

Historically Underutilized Business (HUB) – A HUB is at least 51 percent owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service Disabled Veteran, who reside in Texas and actively participate in the control, operations and management of the entity's affairs.

Interlocal Agreement - An agreement made between two governmental entities to perform governmental functions and services (such as purchasing, records management, police /fire protection, public health, etc.) for another as provided under Government Code Chapter 791.025.

Lowest Responsible Bidder –This is the vendor who offers the lowest bid which meets all the specifications, requirements, terms and conditions of the IFB. It is expressly understood that the lowest responsible bid includes any related costs to the City, using a total cost concept. The term "responsible" refers to the financial and practical ability of the bidder to perform the contract. The term is also used to refer to the experience or safety record of the vendor.

Professional Services - Services rendered by members of a recognized profession or possessing a special skill. Such services are generally acquired to obtain information, advice, training, or direct assistance. (Mental or intellectual skills, rather than physical or manual)

Proposal – An offer submitted by a supplier in response to a Request for Proposal (RFP) intended to be used as a basis to negotiate a contract.

Purchase Order - A signed written acceptance of an offer from a vendor. A purchase order may serve as the legal binding contract between the City and the vendor.

Request For Proposal - A formal written document requesting that potential vendors make an offer for goods or services to the City. The request for proposal method of procurement may be used for all goods and services. RFP's differ from invitations to bid in that the City is seeking a solution, not a bid/quotation meeting firm specifications for the lowest price. Proposals are evaluated based on criteria formulated around the most important features of a product or service, of which quality, testing, references, availability or capability may be overriding factors, and price is not the sole factor of the award. All request for proposals are kept secret during negotiations until a contract is awarded.

Request for Qualifications – a Formal written document used when soliciting providers of architectural, engineering, or land surveying services. The City shall comply with Local Government Code 2254.004 in the procurement of these services. The City must first select the most highly qualified provider of those services on the basis of demonstrated competence and qualifications. After a firm has been selected based on qualifications and experience, then a fair and reasonable fee shall be negotiated. If a satisfactory contract cannot be negotiated with the most highly qualified provider of architectural, engineering, or land surveying services, the City shall formally end negotiations with that firm, and select the next most highly qualified firm and begin negotiations with that provider for a fair and responsible bid.

Requisition – An internal document the department user completes to request goods or services. It is the source document for all purchasing activity.

Salvage Items – A designation that applies to surplus items remaining after the completion of the procedure established by this manual for the disposition of surplus property.

Scope of Work (SOW) – A written description of the contractual requirements for materials or services within a Request for Proposal. The SOW should establish a clear understanding of what if needed, encourage competition, satisfy the departmental need, and provide the best value for the City.

Separate Purchases - Purchases made separately of items that in normal purchasing practices would be purchased in one purchase.

Sequential Purchases - Purchases, made over a period of time, of items that in normal purchasing practices would be purchased in one purchase.

Services - A generic term to include all work or labor performed for the City on an independent contractor basis, including maintenance, construction, manual, clerical or professional services.

Sole Source Procurement - Purchases of goods or services that are available from only one supplier. There may be just one vendor because of patents or copyrights, or simply because the vendor is the only one that supplies the good or service. These purchases are exempt from the

standard bidding requirement and must qualify as outlined in LGC 252.022 but must comply with the procedures outlined in this manual.

Solicitation – The process of notifying prospective vendors of an opportunity to provide goods and services to the City.

Specifications - A description of the physical or functional characteristics, or of the nature of a supply, service, or construction item; the requirements to be satisfied by a product, material or process indicating, if appropriate, the procedures to determine whether the requirements are satisfied. Specifications should be descriptive, but not restrictive.

State Contract Purchase - Items that are available through the State of Texas Procurement and Support Services Cooperative Purchasing Program. The State has publicly advertised and received qualified bids for specific items. These appear on a listing periodically published by the State. The City of Buda has elected to participate in the cooperative purchasing program for governmental subdivisions and other state agencies.

Surplus Items – A designation that applies to any item purchased with City funds which another City department does not need or cannot be reused/recycled.

Vendor - A generic term applied to individuals and companies alike, who provide goods and services to the City.

RESOLUTION NUMBER 2021-537(R)

A RESOLUTION ADOPTING AN INVESTMENT POLICY

WHEREAS, the City Council adopted an Investment Policy in accordance with Chapter 2256 of the Government Code, commonly known as the “Public Funds Investment Act” and now desires to adopt a revised Investment Policy.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WINDCREST, TEXAS that the attached Investment Policy is hereby adopted as the Investment Policy of the City of Windcrest, Texas.

DULY PASSED AND APPROVED, on the 16th day of August, 2021 at a regular meeting of the City Council of the City of Windcrest, Texas, which meeting 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

City of Windcrest

INVESTMENT POLICY AND STRATEGY

Adopted August 16 ,2021

I. INTRODUCTION

It is the policy of the City of Windcrest that the administration of its funds and the investment of those funds shall be handled as its highest public trust. Investments shall be made in a manner which will provide the maximum security of principal while meeting the daily cash flow needs of the City and conforming to the Public Funds Investment Act (the "Act") Texas Government Code Chapter 2256. It is the intent of the City to be in complete compliance with local law and the Act.

The receipt of a market rate of return will be secondary to the requirements for safety and liquidity. The earnings from investment will be used in a manner that best serves the interests of the City.

The purpose of this Policy is to set specific investment policy and strategy guidelines. Direct specific investment parameters for the investment of public funds in Texas are found in the Act. The Public Funds Collateral Act, Chapter 2257, Texas Government Code, specifies collateral requirements for all public Texas funds deposits.

II. SCOPE

This investment policy applies to all financial assets of the City and any new funds created unless specifically exempted by the City Council and this Policy.

III. OBJECTIVES

It is the policy of the City that all funds shall be managed and invested with four primary objectives, listed in order of their priority: safety, liquidity, diversification and yield. Investments are to be chosen in a manner which promotes diversity. To match anticipated cash flow requirements the maximum weighted average maturity (WAM) of the overall portfolio may not exceed 6 months.

Safety

The primary objective of the investment activity is the preservation of capital. Each investment transaction shall be conducted in a manner to avoid capital losses, whether from security defaults, safekeeping, or erosion of market value. Investments in high credit quality securities and decisions based on anticipated cash needs are primary factors in providing safety.

Liquidity

The investment portfolio shall be structured to meet all expected obligations in a timely manner. This shall be achieved by matching investment maturities with forecasted cash flow liabilities and maintaining additional liquidity for unexpected liabilities.

Diversification

The portfolio shall be diversified by institution, market sector and maturity as much as possible.

Yield

The benchmark for the commingled portfolio shall be the comparable period 6-month U.S. Treasury Bill, designated for its comparability to the expected average cash flow pattern and the

Policy maximum weighted average maturity (WAM) limit of 6 months. The investment program shall seek to augment returns above this threshold consistent with risk limitations identified and the City's prudent investment strategy.

Cash management is the process of managing funds in order to insure maximum cash availability and reasonable yield on short-term investments. The City shall strive for a cash management program which includes timely collection of accounts receivable, vendor payments in accordance with invoice terms, and prudent investment of assets.

IV. INVESTMENT STRATEGY

The City maintains one commingled portfolio for investment purposes which incorporates the specific uses and the unique characteristics of the funds in the portfolio. The investment strategy has as its primary objective assurance that anticipated liabilities are matched and adequate investment liquidity provided. The City shall pursue conservative portfolio management strategy. This may be accomplished by creating a ladder maturity structure with some extension for yield enhancement. The maximum maturity of any security will be 12 months and the maximum dollar weighted average maturity of 6 months or less will be calculated using the stated final maturity date of each security.

The investment strategy for debt service funds shall have as its primary objective the timely payment of debt service obligations. Successive debt service dates will be fully funded before any investment extensions are made.

V. DELEGATION OF RESPONSIBILITY

The City Manager and Municipal Finance Director will be designated as Investment Officers, by governing body resolution, responsible for investment decisions and activities. The Investment Officer(s) are responsible for creating and maintaining the portfolio in accordance with this Policy, providing timely quarterly reporting to the Council, and establishing supporting procedures. The City may further contract with an SEC registered investment adviser for non-discretionary management of the portfolio.

All investment officers shall attend at least ten (10) hours of training approved by the City Council within twelve months of designation as investment officer and shall attend eight (8) hours of training every two successive fiscal years.

Investment Officers shall refrain from personal and business activity that could conflict with proper execution of the investment program or which could impair their ability to make impartial investment decisions. An Investment Officer who has a personal business relationship within two levels of blood or marriage with an organization seeking to sell an investment to the City shall file a statement disclosing that relationship to the City Council and the Texas Ethics Commission.

City Council Responsibilities

The City Council holds ultimate fiduciary responsibility for the portfolio. It will designate investment officer(s), receive and review quarterly reporting, approve and provide for investment officer training, approve broker/dealers, and review and adopt the Investment Policy and Strategy at least annually.

VI. PRUDENCE AND CONTROLS

The standard of prudence to be applied to all City investments shall be the "prudent person" rule, which states:

"Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."

In determining whether an investment officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration the investment of all funds under the City's control, over which the officer has responsibility rather than a consideration as to the prudence of a single investment.

The Investment Officer, acting in accordance with written procedures and exercising due diligence, shall be responsible but not liable for a specific security's credit risk or market price changes, provided that these deviations are reported immediately, and that appropriate action is taken to control adverse developments.

Internal Controls

The Investment Officer is responsible for establishing and maintaining internal controls to reasonably assure that assets are protected from loss, theft, or misuse. The concept of reasonable assurance recognizes that the cost of a control should not exceed the benefits likely to be derived, and, the valuation of costs and benefits requires ongoing estimates and judgments by management.

The internal controls shall address the following points at a minimum:

- Control of collusion,
- Separation of transaction authority from accounting and record keeping,
- Custodial safekeeping,
- Clear delegation of authority,
- Written delegation for all transactions, and
- Review, maintenance and monitoring of security procedures both manual and automated.

Annually the Investment Officer shall perform an internal compliance audit to assure compliance with requirements of this Policy and the Act. Annually, the City's external auditor shall review the quarterly reports.

Cash Flow Forecasting

Cash flow forecasting is designed to protect and sustain cash flow requirements of the City. The Investment Officer will analyze and maintain a cash flow plan to monitor and forecast cash positions for investment purposes.

Competitive Bidding

All security transactions will be made on documented competitive bid basis to assure the City is receiving good market rates. When-issued US agency securities should be compared to other securities available in the secondary market to determine competitiveness.

Monitoring Credit Ratings

The Investment Officer shall monitor, on no less than a monthly basis, the credit rating on all authorized investments in the portfolio which require credit ratings based upon independent information from a nationally recognized rating agency. If any security falls below the minimum rating required by Policy, the City Council of the loss of investment within two days.

Monitoring FDIC Status for Mergers and Acquisitions

The Investment Officer shall monitor, on no less than a weekly basis, the status and ownership of all banks issuing brokered CD securities owned by the City based upon information from the FDIC (fdic.gov). If any bank has been acquired or merged with another bank in which brokered CDs are owned by the City, the Investment Officer or Adviser shall immediately liquidate any brokered CD which places the City above the FDIC insurance level.

VII. AUTHORIZED INVESTMENTS

Assets of the City may be invested only in the following instruments as further defined by the Act. If changes are made to the Act they will not be authorized until this Policy is modified and adopted by the City Council. All investment transactions will be made on a competitive basis.

- A. Obligations of the United States Government, its agencies and instrumentalities with a maximum stated maturity of 1 year excluding mortgage backed securities.
- B. Fully insured or collateralized depository certificates of deposit from banks in Texas, with a maximum maturity of 1 year insured by the Federal Deposit Insurance Corporation, or its successor, or collateralized in accordance with this Policy.
- C. AAA-rated, Texas Local Government Investment Pools which strive to maintain a \$1 net asset value (NAV) as defined by the Act and authorized by resolution of the City Council.
- D. AAA-rated, SEC registered money market mutual funds striving to maintain a \$1 net asset value.
- E. FDIC insured, brokered certificates of deposit securities from a bank in any US state, delivered versus payment to the City's safekeeping agent, not to exceed 12 months to maturity. Before purchase, the Investment Officer must verify the FDIC status of the bank on www.fdic.gov to assure that the bank is FDIC insured.
- F. FDIC insured or collateralized interest bearing and money market accounts from any FDIC insured bank in Texas.

Delivery versus Payment

All securities shall be purchased on a delivery versus payment (DVP) settlement basis. Funds shall not be released until receipt of the security by the City's approved custodian. The custodian shall provide the City with proof of ownership or claim by an original document delivered to the City.

VIII. REPORTING

Quarterly Reporting

The Investment Officers shall submit a signed quarterly investment report to the governing body in accordance with the Act giving detail information on each portfolio and bank position and summary information to permit an informed outside reader to evaluate the performance of the investment program. The report will include the following at a minimum:

- A full description of each individual security or bank/pool position held at the end of the reporting period including the amortized book and market value at the beginning and end of the period,
- Unrealized gains or losses (book value minus market value),**

- Overall change in market value during the period as a measure of volatility,
- Weighted average yield of the portfolio and its applicable benchmarks,
- Earnings for the period,
- Allocation analysis of the total portfolio by market sector and maturity, and
- Statement of compliance of the investment portfolio with the Act and the Investment Policy signed by the Investment Officer(s).

Market prices for the calculation of market value will be obtained from independent sources.

IX. FINANCIAL COUNTER-PARTIES

Depository

At least every five years, a banking services depository shall be selected through a competitive request for proposal or bid process in accordance with the Texas Government Code 105. In selecting a depository, the services, cost of services, credit worthiness, earnings potential, and collateralization by the institutions shall be considered. If securities require safekeeping, the RFP/bid will request information on safekeeping services. The depository contract will provide for collateral if balances exceed the FDIC insurance balance per tax identification number.

All time and demand deposits in any depository of the City shall be insured or collateralized at all times in accordance with this Policy.

Other banking institutions, from which the City may purchase certificates of deposit or place interest bearing accounts, will also be designated as a depository for depository/collateral purposes. All depositories will execute a depository agreement and have the Bank's Board or Bank Loan Committee pass a resolution approving the agreement if collateral is required.

Security Broker/Dealers

All pools, financial institutions, and broker/dealers who desire to transact business with the City must supply the following documents to the Investments Officer(s).

- (if brokers) Financial Industry Regulatory Authority (FINRA) certification and CRD #
- (if brokers) proof of Texas State Securities registration
- policy review certification

Each pool/bank/broker must be provided a copy of the City's current Investment Policy and certify to a review of the Policy stating that the firm has controls in place to assure only Policy approved investments will be sold to the City.

A list of qualified broker/dealers will be reviewed at least annually by the City Council. In order to perfect the DVP process the banking services depository, or its brokerage subsidiary, will not be used as a broker.

XI. COLLATERAL

Time and Demand Deposits Pledged Collateral

All bank time and demand deposits shall be collateralized above the FDIC coverage by pledged collateral. In order to anticipate market changes and provide a level of security for all funds, collateral will be maintained and monitored by the pledging depository at 102% of market value of principal and accrued interest on the deposits. The bank shall monitor and maintain the margins on a daily basis.

Collateral pledged to secure deposits shall be held by an independent financial institution outside the holding company of the depository. The collateral agreement with the depository shall be approved by resolution of the Bank Board or Bank Loan Committee. The Custodian shall provide a monthly report of collateral directly to the City.

All collateral shall be subject to inspection and audit by the City or its independent auditors.

Authorized Collateral

Only the following securities are authorized as collateral for time and demand deposits or repurchase agreements:

- A. FDIC insurance coverage.
- B. Obligations of the United States, its agencies or instrumentalities, or evidence of indebtedness of the United States guaranteed as to principal and interest including MBS and CMO which pass the bank test.
- C. Obligations of any US state or of a county, City or other political subdivision of any state having been rated as investment grade (investment rating no less than "A" or its equivalent) by two nationally recognized rating agencies.
- D. Letter of Credit from the FHLB.

XI. SAFEKEEPING

All purchased securities are to be cleared to the City's safekeeping agent on a delivery versus payment (DVP) basis. All safekeeping arrangements shall be approved by the Investment Officer and an agreement of the terms executed in writing. The independent third party custodian shall be required to issue safekeeping receipts to the City listing each specific security, rate, description, maturity, cusip number, and other pertinent information.

XII. INVESTMENT POLICY ADOPTION

The City's Investment Policy shall be reviewed and adopted by resolution of the City Council no less than annually. Any changes made to the Policy must be noted in the adopting resolution.

Proposed City Council Legislative Calendar**October 1, 2021 – September 30, 2022**

Monday, October 4, 2021 @ 6PM	
Monday, October 18, 2021 @ 6PM	
Monday, November 1, 2021 @ 6PM	
Monday, November 15, 2021 @ 6PM	
Monday, December 6, 2021 @ 6PM	
Monday, December 20, 2021 @ 6PM	Cancel Meeting
Monday, January 3, 2022 @ 6PM	Cancel and reset for Monday, January 10
Monday, January 17, 2022 @ 6PM	Cancel Meeting – City Holiday (Martin Luther King Day)
Monday, February 7, 2022 @ 6PM	
Monday, February 21, 2022 @ 6PM	Cancel Meeting – City Holiday (Presidents Day)
Monday, March 7, 2022 @ 6PM	
Monday, March 21, 2022 @ 6PM	
Monday, April 4, 2022 @ 6PM	
Monday, April 18, 2022 @ 6PM	
Monday, May 2, 2022 @ 6PM	
Monday, May 16, 2022 @ 6PM	
Monday, June 6, 2022 @ 6PM	Cancel Meeting

Monday, June 20, 2022 @ 6PM	Cancel Meeting – City Holiday (Juneteenth)
Monday, July 4, 2022 @ 6PM	Cancel Meeting - City Holiday (Independence Day)
Monday, July 18, 2022 @ 6PM	
Monday, August 1, 2022 @ 6PM	
Monday, August 15, 2022 @ 6PM	
Monday, September 5, 2022 @ 6PM	Cancel Meeting – City Holiday (Labor Day)
Monday, September 19, 2022 @ 6PM	

TARGET FY 22/23 BUDGET CALENDAR (Tentative)

- May: FY22/23 Goal Setting Workshop w/ City Council
- June: City Manger & Department Heads FY22/23 Budget Development
- July: Budget Work Sessions w/ City Council & Department Heads for FY22/23
- September: FY 22/23 Budget & Tax Rate Public Hearing/'s w/ City Council