



**AGENDA
CITY OF WINDCREST, TEXAS**

REGULAR CITY COUNCIL MEETING

August 7, 2017

6:00 P.M.

NOTICE IS HEREBY GIVEN THAT A REGULAR WINDCREST CITY COUNCIL MEETING WILL BE HELD AT WINDCREST CITY HALL, 8601 MIDCROWN, WINDCREST, TEXAS ON THE 7th DAY OF AUGUST 2017 STARTING AT 6:00 P.M. DURING THE MEETING THE FOLLOWING SUBJECTS WILL BE CONSIDERED AND THE COUNCIL MAY TAKE ACTION ON ANY OF THE LISTED SUBJECTS.

THE CITY COUNCIL RESERVES THE OPTION TO RECESS THE MEETING DURING THE EVENING OF AUGUST 7, 2017 AND TO RECONVENE THE MEETING ON THE FOLLOWING DAY, AUGUST 8, 2017 AT 9:00 A.M. AT THE WINDCREST CITY HALL, 8601 MIDCROWN, WINDCREST, TEXAS.

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.

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

Ordinance No. 2016-618B(O) establishes certain protocols for City Council meetings.

At all City Council, City Commission or City Board meetings, the agenda shall include a “citizens to be heard” item. It is suggested that Citizens wishing to speak during this item sign in on the sign up roster prior to the meeting. During "Citizens to be Heard", citizens may address the City Council on topics not on the agenda for no more than three (3) minutes. In addition to the foregoing, citizens shall also have the opportunity to address the City Council during consideration of posted agenda items for no more than six (6) minutes. Each citizen shall therefore have the opportunity to address the City Council for a total of nine (9) minutes. This does not include any responses from the body. The six (6) minutes time limit authorized herein may not be transferred to another speaker in whole or in part. The presiding Officer or his/her designee will assign a Time Keeper to each meeting. The Time Keeper will maintain strict compliance of the six (6) minute rule, stopping speakers who exceed the allotted time. As authorized by Section 551.042 of the Texas Government Code, 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 city policy. Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting. Any question posed by a Citizen, Council Member, Board Member or Commission Member for which an answer is not available at a meeting shall be answered by a member of the staff or Presiding Officer at the next regular meeting of the Body, if an answer is reasonably available and prudent. If the information is sensitive, staff will seek advice from the City Attorney.

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

I. Call to Order, Pledge of Allegiance, Invocation and Announcement

II. Citizens to be Heard

1. Citizens may address the City Council on topics not on the agenda for no more than three (3) minutes.
2. In addition to the foregoing, citizens shall also have the opportunity to address the City Council during consideration of posted agenda items for no more than six (6) minutes.
3. 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.

III. Recognition

Mayor Baxter will present Steve Mattick with Concrete Ideas, LLC a Certificate of Achievement. *Mayor Alan E. Baxter requested*

IV. Ordinances **"In conjunction with the first reading of an ordinance, a motion should be made to either "reject the proposed ordinance" or "to forward the proposed ordinance to a subsequent City Council meeting for final adoption at its second reading". **

1. City Council will review, discuss and may take action on Ordinance No. 2017-755(O) an ordinance calling a general election on November 7, 2017 for the purpose of electing a Mayor and two Council Members to City Council places Four and Five for the City of Windcrest; making provisions for the conduct of such election and resolving other matters related to the conduct of such election. ***First Reading*** (Att. 1)
2. City Council will review, discuss and may take action on Ordinance No. 2017-756(O) an ordinance calling an election to be held in the City of Windcrest, Texas to submit a proposition on the question of the reauthorization of a sales and use tax under the provisions of the Texas Tax Code to continue providing revenue to maintain and repair municipal streets; making provision for the conduct of the election; resolving other matters incident and related to such election; and providing an effective date. ***First Reading*** (Att. 2)

V. Resolutions

1. City Council will review, discuss and may take action on Resolution No. 2017-639(R), a resolution appointing a qualified resident of the City of Windcrest to fill the vacancy resulting from the resignation of Councilmember Matt Vandenberg, as Councilperson for Place 5. *Mayor Alan E. Baxter requested* (Att. 3)
2. City Council will review, discuss and may take action on Resolution No. 2017-640(R), a resolution approving a Mutual Aid in Fire Emergency Services (US) agreement between the City of Windcrest Fire Department and the Secretary of the Air Force. *Rafael Castillo, Jr., City Manager and Fire Chief Jonathan Weidemann requested* (Att. 4)
3. City Council will review, discuss and may take action on Resolution No. 2017-641(R), a resolution approving a grant application and commencement for the Windcrest Police Department National Incident-Based Reporting System (NIBRS) project. *Rafael Castillo, Jr., City Manager and Police Chief Al Ballew requested* (Att. 5)
4. City Council will review, discuss and may take action on Resolution No. 2017-642(R), a resolution approving payment for the Windcrest Police Department National Incident-Based Reporting System (NIBRS) project to Spillman Technologies *Rafael Castillo, Jr., City Manager and Police Chief Al Ballew requested* (Att. 6)

5. City Council will review, discuss and may take action on Resolution No. 2017-643(R), re-appointing members to the City of Windcrest Economic Development Corporation Board of Directors. *Mayor Alan E. Baxter requested (Att. 7)*

VI. Discuss & Act

City Council will review, discuss and may take action on the Fall Curbside Pick Up scheduled for September 18 – October 6, 2017. *Rafael Castillo, Jr, City Manager requested*

VII. 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.

VIII. Adjournment

The City Council reserves the right to retire into executive session whenever it is considered necessary and legally justified under the Texas Government Code, Subchapter D, Sections 551.071 et. seq. including, but not limited to, consultation with attorney, real property, prospective gifts, personnel matters, exclusion of witness, security devices, and economic development matters.

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the City Council of the City of Windcrest is a true and correct copy of said Notice and was posted on the bulletin board at City Hall of said City in a convenient place to the public and said Notice was posted more than seventy-two hours prior to the meeting on August 7, 2017.

By:  , City Secretary

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

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the City Hall bulletin board on the ____ August, 2017.

____ Title: _____



ORDINANCE NO. 2017-755(O)

AN ORDINANCE CALLING A GENERAL ELECTION ON NOVEMBER 7, 2017 FOR THE PURPOSE OF ELECTING A MAYOR AND TWO COUNCIL MEMBERS TO CITY COUNCIL PLACES FOUR AND FIVE FOR THE CITY OF WINDCREST; MAKING PROVISIONS FOR THE CONDUCT OF SUCH ELECTION AND RESOLVING OTHER MATTERS RELATED TO THE CONDUCT OF SUCH ELECTION.

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

1) That a General Election is hereby ordered to be held on November 7, 2017 in the City of Windcrest, Texas for the purpose of electing a Mayor and Council Members to City Council Place Four and City Council Place Five. Each Council Member elected shall serve a term of two years, with their terms terminating in November 2019, or when their successors are duly elected and qualified.

2) That at said election each of the foregoing named City Council positions shall be voted upon separately and that the candidate receiving the highest number of votes for each said City Council position shall be elected to such office.

3) That qualified persons desiring to be candidates in the aforementioned City Council Places shall file for election as such candidates with the City Secretary beginning at 8:00 a.m. on the 22nd day of July, 2017 and not later than 5:00 p.m. on the 21st day of August, 2017.

4) Voting on Election Day and during early voting shall be done on Election Systems & Software, Inc. (ES&S) iVotronic™ Touch Screen Voting Unit with ballot tabulation performed by Bexar County Elections Administrator. Voting by Mail ballot and Provisional Voting shall be done on paper ballot.

5) The polling place designated for Windcrest voting precincts 4050, 4051, 4107, 4192, and 4195 for voting in the November 7, 2017, general election shall be at Windcrest Civic Center, 9310 Jim Seal Drive, Windcrest, Texas. Such polling place shall be open on the election day from 7:00 a.m. to 7:00 p.m.

6) The polling places for WINDCREST voting precincts 4050, 4051, 4107, 4192, and 4195 for early voting for the November 7, 2017 general election shall be determined by the Bexar
2017-755 (O)

County Elections Administrator, and the hours are currently scheduled as follows:

Monday, October 23, 2017 through Friday, October 27, 2017 - 8:00 a.m. to 6:00 p.m.

Saturday, October 28, 2017 - 10:00 a.m. to 6:00 p.m.

Sunday, October 29, 2017 - 12:00 noon to 6:00 p.m.

Monday, October 30, 2017 through Wednesday, November 1, 2017 8:00 a.m. – 6:00 p.m.

Thursday, November 2, 2017 through Friday November 3, 2017 - 8:00 a.m. to 8:00 p.m.

7) Applications for ballots by mail shall be mailed to Jacquelyn F. Callanen, Bexar County Elections Administrator, at 1103 S. Frio, Ste. 100 San Antonio, TX 78207. Applications for ballots by mail must be received by the Early Voting Clerk no later than the close of business on the date required by the Texas Election Code.

8) Jacqueline F. Callanen, Bexar Elections Administrator, is designated as the election officer to conduct the General Election of November 7, 2017 and Early Voting for the General Election. She shall appoint a sufficient number of clerks to assist in the proper conduct of the election and other persons to serve with her as a Early Voting Ballot Board.

9) Notice of the November 7, 2017 General Election of the City of Windcrest shall be posted and published in accordance with the Election Code of the State of Texas.

10) The City Manager is authorized to enter into a contract with Bexar County Elections Administrator to conduct the election ordered herein and committing to pay the fee charged by the Bexar County Elections Administrator for such services. The City Manager is furthermore authorized to enter into a contract for the conduct of a joint election with other governmental entities in Bexar County, Texas.

PASSED AND APPROVED this ____ day of _____, 2017.

Alan Baxter, Mayor

ATTEST:

Kelly Rodriguez, City Secretary

APPROVED AS TO FORM:

Michael S. Brenan, City Attorney



ORDINANCE NO. 2017-756(O)

AN ORDINANCE CALLING A SPECIAL ELECTION TO BE HELD IN THE CITY OF WINDCREST, TEXAS TO SUBMIT A PROPOSITION ON THE QUESTION OF THE REAUTHORIZATION OF A SALES AND USE TAX UNDER THE PROVISIONS OF THE TEXAS TAX CODE TO CONTINUE PROVIDING REVENUE TO MAINTAIN AND REPAIR MUNICIPAL STREETS; MAKING PROVISION FOR THE CONDUCT OF THE ELECTION; RESOLVING OTHER MATTERS INCIDENT AND RELATED TO SUCH ELECTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council (the "City Council") of the CITY OF WINDCREST, TEXAS (the "City") hereby finds and determines that an election should be held to determine whether the City Council shall be reauthorized to levy and collect a sales and use tax within the City under the provisions of Chapter 327, as amended, Texas Tax Code (the "Act") to continue providing revenue for the maintenance and repair of municipal streets; and

WHEREAS, in accordance with the requirements of the Act, the combined rate of all local sales and use taxes imposed by the City and other political subdivisions having territory in the City will not exceed two (2) percent; and

WHEREAS, the City Council hereby finds and determines that the holding of this election on the date set forth below, a uniform election date, is in the public interest;

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

SECTION 1. An election shall be held on the 7th day of November, 2017, a uniform election date, in the CITY OF WINDCREST, TEXAS, which date is not less than sixty-two (62) days from the date of the adoption of this ordinance (the "Ordinance"), for the purpose of submitting a proposition to the qualified voters of the City regarding continuation of the sales and use tax of one-quarter(1/4) of one percent (1%) to maintain and repair municipal streets.

SECTION 2. Voting on Election Day and during early voting shall be done on Election Systems & Software, Inc. (ES&S) iVotronic™ Touch Screen Voting Unit with ballot tabulation

2017-756(O)

performed by Bexar County Elections Administrator. Voting by Mail ballot and Provisional Voting shall be done by paper ballot.

SECTION 3. The polling place designated for Windcrest voting precincts 4050, 4051, 4107, 4192, and 4195 for voting in the November 7, 2017, general election shall be at Windcrest Civic Center, 9310 Jim Seal Drive, Windcrest, Texas. Such polling place shall be open on the election day from 7:00 a.m. to 7:00 p.m.

SECTION 4. The polling places for WINDCREST voting precincts 4050, 4051, 4107, 4192, and 4195 for early voting for the November 7, 2017 general election shall be determined by the Bexar County Elections Administrator, and the hours are currently scheduled as follows:

Monday, October 23, 2017 through Friday, October 27, 2017 - 8:00 a.m. to 6:00 p.m.

Saturday, October 28, 2017 - 10:00 a.m. to 6:00 p.m.

Sunday, October 29, 2017 - 12:00 noon to 6:00 p.m.

Monday, October 30, 2017 through Wednesday, November 1, 2017 8:00 a.m. – 6:00 p.m.

Thursday, November 2, 2017 through Friday November 3, 2017 - 8:00 a.m. to 8:00 p.m.

SECTION 5. Applications for ballots by mail shall be mailed to Jacquelyn F. Callanen, Bexar County Elections Administrator, at 1103 S. Frio, Ste. 100, San Antonio, TX 78207. Applications for ballots by mail must be received by the Early Voting Clerk no later than the close of business on the date required by the Texas Election Code.

SECTION 6. Jacqueline F. Callanen, Bexar Elections Administrator, is designated as the election officer to conduct the Special Election of November 7, 2017 and Early Voting for the Special Election. She shall appoint a sufficient number of clerks to assist in the proper conduct of the election and other persons to serve with her as an Early Voting Ballot Board.

SECTION 7. The official ballots shall be prepared in accordance with the Texas Election Code, as amended, so as to permit electors to vote "FOR" or "AGAINST" the proposition which shall appear on the ballot substantially as follows:

"THE REAUTHORIZATION OF THE LOCAL SALES AND USE TAX IN THE CITY OF WINDCREST, TEXAS AT THE RATE OF ONE-FOURTH OF ONE PERCENT TO CONTINUE PROVIDING REVENUE FOR MAINTENANCE AND REPAIR OF MUNICIPAL STREETS."

SECTION 8. All resident qualified electors of the City shall be permitted to vote at the election and on the day of the election, such electors shall vote at the designated polling place. The election shall be held and conducted in accordance with the provisions of the Texas Election Code, as amended, and Chapter 327, as amended, Texas Tax code, and as may be required by any other law. All election materials and proceedings shall be printed in both English and Spanish. The reauthorized sales and use tax shall expire, unless reauthorized, as provided by the provisions of Section 327.007, as amended, Texas Tax Code.

SECTION 9. A substantial copy of this Ordinance shall serve as proper notice of the election. Such notice, including a Spanish translation thereof, shall be posted not later than the 21st day before the election on the bulletin board used for posting notices of meetings of the City Council

and shall also be published at least once not earlier than the 30th day nor later than the 10th day before the election in a newspaper of general circulation in the City.

SECTION 10. The City Manager of the City of Windcrest is authorized to enter into a contract with Bexar County Elections Administrator to conduct the election ordered herein and committing to pay the fee charged by the Bexar County Elections Administrator for such services. The City Manager is furthermore authorized to enter into a contract for the conduct of a joint election with other governmental entities in Bexar County, Texas.

SECTION 11. This Ordinance shall be in force and effect from and after the date of its adoption, and it is so ordained.

PASSED and APPROVED this _____ day of _____, 2017.

Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney



RESOLUTION NO. 2017-639(R)

A RESOLUTION APPOINTING A QUALIFIED RESIDENT OF THE CITY OF WINDCREST TO FILL THE VACANCY RESULTING FROM THE RESIGNATION OF COUNCILMAN MATT VANDENBERG, AS COUNCILPERSON FOR PLACE 5

WHEREAS, on the 20th day of July, 2017, Councilman Matt Vandenberg submitted his resignation as Councilperson for Place 5; and

WHEREAS, the City Council has determined that Place 5 on the Windcrest City Council is now vacant, and a replacement for such position should be appointed.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WINDCREST, TEXAS that _____ is hereby appointed to fill the vacancy caused by the resignation of Councilman Matt Vandenberg for Place 5 on the City Council. Such new councilperson shall serve until the next regular election scheduled for November 7, 2017.

PASSED AND APPROVED this 7th day of August, 2017.

MAYOR

ATTEST:

CITY SECRETARY

APPROVED:

CITY ATTORNEY

2017-639(R)

MUTUAL AID IN FIRE EMERGENCY SERVICES (US)

This Mutual Aid Agreement (the "Agreement"), is made and entered into this 31 day of August 2017, between the Secretary of the Air Force (the "Air Force") acting by and through the Commander 502 ABW pursuant to the authority of 42 U.S.C. § 1856a and the Fire Department of **City of Windcrest** organization providing fire protection services the "**City of Windcrest Fire Department**". Together the Air Force and City of Windcrest Fire Department are hereinafter referred to as the "Parties".

WITNESSETH:

WHEREAS, each of the Parties hereto maintains equipment and personnel for the suppression of fires and the management of other emergency incidents occurring within areas under their respective jurisdictions; and

WHEREAS, as set forth in 42 U.S.C. § 1856 the term 'fire protection' includes personal services and equipment required for fire prevention, the protection of life and property from fire, fire fighting, and emergency services, including basic medical support, basic and advanced life support, hazardous material containment and confinement, and special rescue incidents involving vehicular and water mishaps, and trench, building, and confined space extractions; and

WHEREAS, the Parties hereto desire to augment the fire protection capabilities available in their respective jurisdictions by entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, obligations and agreements herein established, the Parties hereby agree as follows:

a. The authority to enter into this Agreement is set forth in 42 U.S.C. § 1856a, and Title 15 United States Code Section 2210, the regulations implementing same at Title 44 Code of Federal Regulations Part 151 Emergency Management and Assistance and Air Force Instruction 322001, Fire Emergency Services Program.

b. This Agreement will serve as the agreement between the Parties for securing to each mutual aid in fire protection services as defined above.

c. On request to a representative of the 502 ABW fire department by a representative of the City of Windcrest Fire Department, fire protection equipment and personnel of the 502 ABW fire department will be dispatched to any point within the area for which the City of Windcrest Fire Department normally provides fire protection services as designated by the representatives of the City of Windcrest Fire Department.

d. On request to a representative of the City of Windcrest Fire Department by a representative of the 502 ABW fire department, fire protection equipment and personnel of the City of Windcrest Fire Department will be dispatched to any point within the jurisdiction of the 502 ABW as designated by the representative of the 502 ABW fire department.

e. Any dispatch of equipment and personnel by the Parties pursuant to this Agreement is subject to the following conditions:

(1) Any request for aid hereunder will include a statement of the amount and type of equipment and personnel requested and will specify the location to which the equipment and personnel are to be dispatched, but the amount and type of equipment and the number of personnel to be furnished will be

determined by the responding organization. The requesting organization will ensure access to site for the responding organization.

(2) The responding organization will report to the officer in charge of the requesting organization at the location to which the equipment is dispatched, and will be subject to the orders of that official.

(3) The responding organization will be released by the requesting organization when the services of the responding organization are no longer required or when the responding organization is needed within the area for which it normally provides fire protection.

(4). Hazardous Materials incident response will include the response to, and control and containment of, any release or suspected release of any material suspected to be or known to be hazardous. Where the properties of a released material are not known, it will be considered hazardous until proven otherwise by the requesting organization using all technical resources available. Cleanup and removal of contained hazardous materials will be the responsibility of the requesting organization.

(5) In the event of a crash of an aircraft owned or operated by the United States or military aircraft of any foreign nation within the area for which the City of Windcrest Fire Department normally provides fire protection services, the chief of the 502 ABW fire department or his or her representative may assume full command on arrival at the scene of the crash.

(6) Where local agencies do not assign an incident safety officer, an Air Force representative will be assigned to act as the incident safety officer for 502 ABW to observe Air Force operations.

f. Each Party hereby agrees that its intent with respect to the rendering of assistance to the other Party under this Agreement is not to seek reimbursement from the Party requesting such assistance.

Notwithstanding the above, the Parties hereby recognize that pursuant to the Section 11 of the Federal Fire Prevention and Control Act of 1974 (15 U.S.C. § 2210) and Federal regulations issued there under (44 CFR Part 151), City of Windcrest is permitted to seek reimbursement for all or any part of its direct expenses and losses (defined as additional fire fighting costs over normal operational costs) incurred in fighting fires on property under the jurisdiction of the United States. Furthermore, under the authority of 42 U.S.C. § 1856a, and pursuant to any applicable state or local law, each Party hereby reserves the right to seek reimbursement from the other for all or any part of the costs (defined as additional fire fighting costs over normal operational costs) incurred by it in providing fire protection services to the other Party in response to a request for assistance.

g. Both Parties agree to implement the National Incident Management System during all emergency responses on and off installations in accordance with National Fire Protection Association (NFPA) Standard 1561.

h. Each Party waives all claims against the other Party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement. This provision does not waive any right of reimbursement pursuant to paragraph f.

i. All equipment used by City of Windcrest Fire Department in carrying out this Agreement will, at the time of action hereunder, be owned by it; and all personnel acting for City of Windcrest Fire Department under this Agreement will, at the time of such action, be an employee or volunteer member of City of Windcrest Fire Department.

j. The rendering of assistance under the terms of this Agreement will not be mandatory; however, the Party receiving a request for assistance will endeavor to immediately inform the requesting Party if the

requested assistance cannot be provided and, if assistance can be provided, the quantity of such resources as may be dispatched in response to such request.

k. Neither Party will hold the other Party liable or at fault for failing to respond to any request for assistance or for failing to respond to such a request in a timely manner or with less than optimum equipment and/or personnel, it being the understanding of the Parties that each is primarily and ultimately responsible for the provision of fire protection services needed within their own jurisdictions.

l. Should a dispute arise between the Parties under or related to this Agreement, the Parties agree that within 30 days after notice of the dispute from one Party to the other, the Parties will attempt to resolve the dispute through negotiations. If such negotiations reach an impasse, the Parties agree that within 60 days after Notice of an impasse, they will attempt to resolve the matter through any method or combination of non-binding alternative dispute resolution (ADR) methods available under the Administrative Dispute Resolution Act of 1996, Pub. L. No. 104320 (codified at 5 U.S.C. §§ 571-583). The cost of any third party neutral will be divided equally between the Parties, and the selection of any third party neutral will be by agreement of the Parties. If such ADR proceeding does not result in resolution of the dispute, the Parties may separately pursue any remedy available to a Party under the law. However, both Parties agree that the initiation of formal litigation does not preclude further attempts at resolving the dispute through alternative dispute resolution methods. Both Parties agree that the terms of this clause will be considered the "Administrative Remedies" that must be exhausted, prior to institution of any formal litigation.

m. All notices, requests, demands, and other communications which may or are required to be delivered hereunder will be in writing and will be delivered by messenger, by a nationally recognized overnight mail delivery service or by certified mail, return receipt requested, at the following addresses:

For the Air Force:

502 ABW
c/o Commander
2080 Wilson Rd
Joint Base San Antonio, Fort Sam Houston, Texas 78234-7680

And:

Department of the Air Force
AFCEC/CXF 139 Barnes Dr, Suite 1
Tyndall AFB FL 32403-5319

And:

502 ABW
c/o Fire Chief
1910 Kenly Ave
Joint Base San Antonio-Lackland, Texas 78236

For City of Windcrest

City of Windcrest Fire Department
"attention to" Fire Chief
8601 Midcrown
Windcrest, Texas 78239

TERMS OF THE AGREEMENT

n. This Agreement will become effective on the date of the last signature to the Agreement and will remain in effect for 5 years 31 Aug 2017 from that date (the "Term") and automatically renews annually for a term of 20 years. Either Party may unilaterally terminate this Agreement during the Term by sending notification of its intent to terminate to the other Party at least one hundred and eighty (180) days in advance of the proposed date of termination. Such notification will be in the form of a written submission to the other Party.

o. Upon becoming effective, this Agreement will supersede and cancel all previous agreements between the Parties concerning the rendering of assistance from one to the other for the purposes stated in this Agreement.

p. The modification or amendment of this Agreement, or any of the provisions of this Agreement, will not become effective unless executed in writing by both Parties.

q. This Agreement may be executed in one or more counterparts, each of which will be deemed an original.

IN WITNESS WHEREOF, The Parties have caused this Agreement to be executed by their duly authorized representatives on the dates shown below:

THE UNITED STATES OF AMERICA
by the Secretary of the Air Force

FIRE DEPARTMENT
for City of Windcrest

By: _____

HEATHER L. PRINGLE
Brigadier General, USAF
502 ABW Commander

By: _____

Jonathan Weidemann
Fire Chief
City of Windcrest

Date: _____

Date: _____



RESOLUTION NO 2017-640(R)

**A RESOLUTION APPROVING A MUTUAL AID IN FIRE
EMERGENCY SERVICES (US) AGREEMENT BETWEEN THE
CITY OF WINDCREST FIRE DEPARTMENT AND THE
SECRETARY OF THE AIR FORCE**

WHEREAS, the City of Windcrest desires to enter into a Mutual Aid Agreement with the Secretary of the Air Force for the safety and welfare of residents of the City and persons within the jurisdiction of the 502 ABW.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WINDCREST that the attached Mutual Aid in Fire Emergency Services (US) is approved and the Fire Chief is authorized to execute said agreement on behalf of the city.

Passed and approved this 7th day of August, 2017.

Alan E. Baxter, Mayor

Attest:

Kelly Rodriguez, City Secretary

Michael S. Brennan, City Attorney



City Council Agenda Item Report

August 7, 2017

Contact – Chief Al Ballew
aballew@windcrest-tx.gov

Resolution #:2017-641(R)

SUBJECT: Deliberation and possible action on a resolution to approve a grant application and commencement for the Windcrest Police Department National Incident-Based Reporting System (NIBRS) Project.

1. BACKGROUND/HISTORY

The Windcrest Police Department utilizes software from Spillman Technologies for Police Communications, Police Reporting and Record Keeping. This grant will assist in funding the Texas-Incident Based Reporting Module from Spillman Technologies to provide additional capabilities with Incident Based Reporting and assist the Department to transition from Uniform Crime Reporting to the National Incident-Based Reporting System. The FBI has announced that it will discontinue its support of its UCR Summary Reporting System (SRS) for crime statistics and fully transition to the data-rich NIBRS data collection methodology by January 1, 2021. In an effort to meet the FBI goal and to improve crime statistics, the Texas Department of Public Safety is requiring all state agencies to implement an incident based reporting system by September 1, 2019.

2. FINDINGS/CURRENT ACTIVITY

The Windcrest Police Department is a proactive agency and in anticipation of State and Federal mandates regarding incident based reporting, the Department is seeking approval for commencement of the NBIRS Project Grant, funded by the State of Texas Governor's Criminal Justice Division, which grant will not require matching funds but does require the expenditure of funds with a process for reimbursement. This grant will assist in providing additional reporting module for the Windcrest Police Department technology infrastructure to allow for and support Incident-Based Reporting to the Texas Department of Public Safety (DPS).

3. FINANCIAL IMPACT

This grant for \$15,466.00 will require initial expenditures and funding from the City of Windcrest Police Department and funding is available from Fund 01-502 Police IT. Request for full reimbursement will be made through the approved grant once expenditures have been made.

4. ACTION OPTIONS/RECOMMENDATION

Staff recommends Council to approve the grant application and grant commencement for the Windcrest Police Department

National Incident Based Reporting System (NIBRS)

A. O. “Al” Ballew, Chief of Police
Windcrest Police Department



OVERVIEW

- Uniform Crime Reporting System (UCR)
- What is the National Incident-Based Reporting System (NIBRS)?
- Reporting Differences
- NIBRS Reporting Benefits
- Funding
- Grant
- Implementation

UNIFORM CRIME REPORTING

- The Uniform Crime Reporting (UCR) Program has been the starting place for law enforcement executives, students of criminal justice, researchers, members of the media, and the public at large seeking information on crime in and across the United States.
- Established in 1927 by the International Association of Chiefs of Police and placed under the jurisdiction of the Federal Bureau of Investigation (FBI) in 1930. Uniform Crime Reporting is a nationwide cooperative effort by law enforcement agencies to voluntarily report offense data.
- Designed as a summary based reporting standard of the most serious crime within an incident.



MISSION OF UNIFORM CRIME REPORTING

- The Uniform Crime Reporting Program has expanded in scope, importance and size since its inception. Insuring completeness and accuracy of each agency's crime reporting is crucial.
- Provides reliable crime statistics.
- Measures the impact and occurrence of crime.
- Collaborates efforts for a nationwide view of crime.
- Provides a common language for criminal statutes.



CRIME REPORTING HISTORY

- Throughout 87 years of operation, UCR has remained unchanged in terms of crime data collection and dissemination.
- By the early 1980's, Law Enforcement was calling for a complete overhaul and modernization of the UCR program and a demand for more detailed crime reporting data.
- NIBRS system testing began in the mid 1980's.
- NIBRS was approved for general use at the 1988 National UCR Conference.



WHAT IS NATIONAL INCIDENT-BASED REPORTING (NIBRS)?

- NIBRS is an incident-based crime reporting system used by law enforcement agencies throughout the United States for collecting and reporting data on crimes.
- Implemented to improve the overall quality of crime data collected by law enforcement, captures details on each single crime incident, as well as on separate offenses within the same incident.
- Enhances the quantity and quality of crime data because of its ability to provide circumstances and context for crimes.



UCR VERSUS NIBRS

UCR	NIBRS
COLLECTION OF EIGHT (8) OFFENSE CATEGORIES PART 1 OFFENSES 1. Murder 2. Sexual Assault 3. Robbery 4. Aggravated Assault 5. Burglary 6. Theft 7. Auto Theft 8. Arson	COLLECTION OF MORE DETAILED OFFENSE DATA INCLUDING 1. Victim 2. Offender 3. Property 4. Arrest Information 5. Includes Information from Forty-Nine (49) Offense Categories (Part 1 and Part 2 Offenses)
Utilizes Hierarchy Rule (Counts most serious offense only in a single incident)	Does no utilize the Hierarchy Rule (Counts multiple offenses in a single incident)
Counts one (1) offense per incident	Counts up to ten (10) offenses per incident
Utilizes paper forms	Utilizes electronic submissions



HIERARCHY RULE

- When more than one offense occurs within an incident, only the most serious crime contributes to the law enforcement agencies monthly crime total.

Example:

A suspect confronts a victim in a parking lot and shoots and kills the victim. The suspect then steals a vehicle and upon fleeing the scene, crashes the stolen vehicle leaving the parking lot. The suspect then carjacks a second victim, stealing their vehicle.

UCR SUMMARY	NIBRS SUMMARY
1 Incident - 1 Murder	1 Incident 1 Murder 1 Auto Theft 1 Aggravated Robbery



BENEFITS OF NIBRS

- Enables law enforcement agencies to easily share, analyze, and examine crime problems across jurisdictions.
- Increases transparency, providing a truer and more accurate accountability of actual crimes that have occurred.
- Provides increased details in reporting offenses.
- Provides additional categories of crimes against communities such as narcotics, gambling, prostitution and weapons offenses.



IMPACTS ON CRIME DATA

- The FBI indicates that the effects of NIBRS data on Part 1 offenses is minimal.
- Approximately ninety (90%) percent of all incidents contain one (1) offense and ninety-nine (99%) percent contain no more than two (2) offenses.
- A small increase in crime data is explained by the allowance of reporting incidents with multiple offenses and the absence of the Hierarchy Rule.



FUNDING

- The Windcrest Police Department has requested commencement and approval of a grant project through City Council for funding of this project (\$15,466.00).
- Upon approval, the Windcrest Police Department will work with Spillman Technologies with the implementation of the IBR-Module and seek reimbursement through the Office of the Governor Criminal Justice Division IBR Grant..
- Annual maintenance for the first year is included in the cost of the initial module purchase. Additional annual maintenance for the 2nd and additional years will be funded through the annual budget process.



IMPLEMENTATION

- The Federal Bureau of Investigation (FBI) announced that it will discontinue its support of its UCR Summary Reporting System (SRS) for crime statistics and fully transition to the data-rich NIBRS data collection methodology by January 1, 2021.
- Texas Legislation. House Bill 11 (HB11) of the 84th Regular Session introduced the requirement for Texas to begin its transition from a primarily Summary Reporting (SRS) state to a National Incident Based (NIBRS) state, by setting a goal for transition to NIBRS by 2019. While there are some NIBRS contributors within the state, the vast majority are SRS reporting agencies. In an effort to assist agencies in their migration, the Legislature appropriated grant money to the Department, managed by the Office of the Governor, to fund local agency initiatives towards NIBRS compliance.



IMPLEMENTATION

- In an effort to meet the FBI goal and to improve crime statistics, the Texas Department of Public Safety (DPS) will require all state agencies to transition to incident based reporting by September 1, 2019.
- The Windcrest Police Department is committed to a proactive philosophy and will be implementing the project, once approved, in 2017 to insure compliance with state and federal mandates.





RESOLUTION NUMBER 2017-641(R)

A RESOLUTION APPROVING A GRANT APPLICATION AND COMMENCEMENT FOR THE WINDCREST POLICE DEPARTMENT NATIONAL INCIDENT-BASED REPORTING SYSTEM (NIBRS) PROJECT

WHEREAS, the City of Windcrest City Council finds it in the best interest of the citizens of Windcrest, Texas, that the National Incident-Based Reporting System (NIBRS) Project commence and be in operation in 2017; and

WHEREAS, The City of Windcrest City Council agrees that in the event of loss or misuse of the Office of the Governor funds, the City of Windcrest City Council assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the City of Windcrest City Council designates the Chief of Police as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Windcrest, Texas, hereby approves submission and commencement of the grant application for the Windcrest Police Department National Incident-Based Reporting System (NIBRS) Project to the Office of the Governor.

DULY PASSED AND APPROVED, on the 7th day of August, 2017 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.

GRANT NUMBER: 3211201

CITY OF WINDCREST, TEXAS

Alan Baxter, Mayor

ATTEST:

Kelly Rodriguez, City Secretary

APPROVED AS TO FORM:

Michael S. Brenan, City Attorney



City Council Agenda Item Report

August 7, 2017

Contact – Chief Al Ballew
aballew@windcrest-tx.gov

Resolution #: 2017-642(R)

SUBJECT: Deliberation and possible action on a resolution to purchase the Texas - Incident Based Reporting Module from Spillman Technologies.

1. BACKGROUND/HISTORY

The Windcrest Police Department utilizes software from Spillman Technologies for Police Communications, Police Reporting and Record Keeping. This module purchase will provide additional capabilities with Incident Based Reporting and assist the Department to transition from Uniform Crime Reporting to the National Incident-Based Reporting System.

2. FINDINGS/CURRENT ACTIVITY

This project will be funded by a grant from the State of Texas Governor's Office. The NBIRS Project Grant will not require matching funds but does require the expenditure of funds with a process for reimbursement. This project will upgrade Windcrest Police Department technology infrastructure to allow for and support Incident-Based Reporting to the Texas Department of Public Safety (DPS). Request to purchase the Texas – Incident Based Reporting Module from Spillman Technologies in the amount of \$15,466.00 from Fund 01-502 Police IT (502-733).

3. FINANCIAL IMPACT

\$15,466.00 funding is available from Fund 01-502 Police IT. Request for reimbursement will be made through the approved grant once expenditures have been made.

4. ACTION OPTIONS/RECOMMENDATION

Staff recommends Council to approve the purchase of the Texas – Incident Based Reporting Module from Spillman Technologies.

Quote and Purchase Addendum

Quoted Date: July 26, 2017 Quote Number: QUO-10266-L3F6P3
Quote Expiration Date: September 30, 2017 Prepared By: Billy Duncan

Services Included

- **First-year Maintenance** – For the specific module(s) listed in this document, all upgrades and live phone support services are included for the entire first year.
- **Project Management and Installation** – Spillman will assign a Project Manager as the agency's single point of contact. This individual will coordinate Spillman's expert installation and training staff as needed to ensure a smooth upgrade transition.

Included in Quote

- IBR - State Specific

Package Quote

\$15,466

Future Maintenance

- 2nd-year maintenance charges will begin 12 months from the date of contract execution listed below.
- Future maintenance is estimated for your planning purposes and is not included in this purchase.

2nd-year Maintenance Total: \$1,295

The Customer's signature below constitutes its agreement to purchase the licenses, products and/or services according to the terms quoted by Spillman within this document. This document shall serve as an addendum to the Purchase Agreement previously entered into between the Customer and Spillman. The terms and conditions of the Purchase Agreement, as well as the related License Agreement and Support Agreement, shall apply to the items quoted herein.

Windcrest Police Department

Customer Name

Authorized Signature

Date

Print Name and Title



RESOLUTION NUMBER 2017-642(R)

**A RESOLUTION APPROVING PAYMENT FOR THE WINDCREST
POLICE DEPARTMENT NATIONAL INCIDENT-BASED REPORTING
SYSTEM (NIBRS) PROJECT TO SPILLMAN TECHNOLOGIES**

WHEREAS, the City Council of Windcrest desires to approve payment of the Windcrest Police Department National Incident-Based Reporting System (NIBRS) Project with funding from Fund 01-502 Police.

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

Payment for the Windcrest Police Department National Incident-Based Reporting System (NIBRS) Project to Spillman Technologies in the amount of \$15,466.00 from Fund 01-502 Police IT Software-Hardware & Supplies (502-433), is hereby approved.

DULY PASSED AND APPROVED, on the 7th day of August, 2017 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

Alan Baxter, Mayor

ATTEST:

Kelly Rodriguez, City Secretary

APPROVED AS TO FORM:

Michael S. Brenan, City Attorney



RESOLUTION NO. 2017-643(R)

RE-APPOINTING MEMBERS TO THE CITY OF WINDCREST ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS.

WHEREAS, the charter and bylaws of the City of Windcrest Economic Development Corporation authorize the city council to appoint members of the Board of Directors of said corporation.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WINDCREST, TEXAS that the following persons are hereby reappointed to be members of the Board of Directors of the City of Windcrest Economic Development Corporation:

<u>Name:</u>	<u>Term of Office:</u>
Steve Sheridan	Term expiring September 30, 2018
Patricia Brown	Term expiring September 30, 2018
Lisa Pepi	Term expiring September 30, 2018
Irv Gerrow	Term expiring September 30, 2018
Leonard Neeper	Term expiring September 30, 2019
Sue Alexander	Term expiring September 30, 2019
VACANCY	Term expiring September 30, 2019

This resolution shall take effect upon its adoption.

PASSED and APPROVED this ____ day of _____, 2017.

Alan Baxter, Mayor

ATTEST:

Kelly Rodriguez, City Secretary

APPROVED AS TO FORM:

Michael S. Brenan, City Attorney