



**AGENDA
CITY OF WINDCREST, TEXAS**

**PUBLIC HEARING
AND
JOINT SPECIAL CITY COUNCIL / PLANNING & ZONING
COMMISSION MEETING**

MARCH 06, 2014

6:00 P.M.

NOTICE IS HEREBY GIVEN THAT A PUBLIC HEARING / JOINT SPECIAL WINDCREST CITY COUNCIL / PLANNING & ZONING COMMISSION MEETING WILL BE HELD AT WINDCREST CITY HALL, 8601 MIDCROWN, WINDCREST, TEXAS ON THE 06th DAY OF MARCH 2014 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 MARCH 06, 2014 AND TO RECONVENE THE MEETING ON THE FOLLOWING DAY, MARCH 07, 2014 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.

Ordinance No. 618 (09/20/10), Repealing Ordinance No. 593

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" comments, each individual may speak on an agenda item or any other matter affecting the city. In addition to the "citizens to be heard" portion of meetings, a person may make comments on agenda items prior to the vote on the agenda item. A member of the public will have a total of six (6) minutes to be heard during a City Council, City Commission or City Board Meeting. 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, the Presiding Officer may direct a City Official to make: a statement of specific factual information in response to an inquiry made by a member of the public or of the City Council, or; a recitation of existing policy in response to an inquiry made by a member of the public or the City Council. 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.

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

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 on Subsequent and Non-Subsequent Agenda Items

1. A member of the public will have three (3) minutes to discuss non-subsequent agenda items.
2. A member of the public will have six (6) minutes to discuss subsequent agenda items.
3. City Council may discuss and respond to current and past agendas on subsequent and non-subsequent agenda items by citizens to be heard.

III. Public Hearing

1. The Windcrest City Council and the Planning and Zoning commission will conduct a joint Public Hearing regarding an ordinance amending the B-3 zoning classification requirements for Chapter 23.1401 Section (d). (Att. 1)

IV. Discuss and Act

1. Planning and Zoning Commission will consider recommendation of an ordinance amending Chapter 23 of the Code of Ordinances of the City of Windcrest, Texas to revise Section 23.1401 (d) relating to the area of CC uses within large tracts of land. (REF: 02.11.14 SCCM http://windcresttx.granicus.com/MediaPlayer.php?view_id=8&clip_id=1178 00:09:13 /

V. Ordinances

1. City Council will review, discuss and may take action on Ordinance No. 2014-708A(O), an ordinance amending the City of Windcrest franchise agreement with City Public Service Energy to increase the franchise fee from 4% to 4.5%. *(Second Reading)* (Att. 2)
2. City Council will review, discuss and may take action on Ordinance No. 2014-709(O), an ordinance amending Chapter 23 of the Code of Ordinances of the City of Windcrest, Texas to revise Section 23.1401 (d) relating to the area of CC uses withing large parcels of land. *(First Reading)* (Att. 3)

VI. 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.

VII. 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 March 06, 2014.

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 ____ March, 2014.

_____ Title: _____

**PUBLIC HEARING
CITY OF WINDCREST
PLANNING AND ZONING
COMMISSION AND CITY COUNCIL**

The Planning and Zoning Commission and the City Council of the City of Windcrest will hold a joint meeting and public hearing to consider an amendment to Section 23.1404 (d) of the Zoning Code to revise the land area of "CC" uses within large parcels of land. The joint meeting and public hearing will take place at 6:00 p.m. on the 6th day of March, 2014 in the City Council Chambers of the city at 8601 Midcrown, Windcrest, Texas.



January 24, 2014

Mayor _____
City of _____

Re: CPS Energy Capital Funding & Requested Franchise Fee Surcharge Option

Dear Mayor _____:

This letter agreement confirms CPS Energy's offer to make available, beginning in fiscal year 2014, capital funds previously made available through the now terminated CIED Fund program to fund electric and gas infrastructure projects in our suburban cities. Two options are being offered for your consideration. CPS Energy will implement one of these options but only if the choice is unanimous among all suburban cities. In addition, this letter also confirms CPS Energy's commitment previously discussed to allowing for a city option franchise fee surcharge of up to 1% to be billed to customers within suburban city boundaries.

Process Options

CPS Energy proposes two options under which a city can access funding.

Option A: Increase in Franchise Fee to 4.5%

CPS Energy will offer a 4.5% Franchise Fee agreement to all suburban cities. This fee will be recovered through CPS Energy's base rates from all customers under the current system, not surcharged to individual city customers. The benefit of this option is that the additional funds will be available to cities to use without restriction beginning in the second quarter of CPS Energy's fiscal year.

Option B: A Joint Capital Planning Process to be determined collectively at a February 2014 Suburban City Summit Meeting

1. Each city would accrue dollars individually based on 1% of electric revenues generated within each city's boundaries. These dollars would be applied to the total costs of an eligible project identified by the city. Alternatively, cities may pool their dollars collectively. Thereafter, on an annual basis, cities will meet with CPS Energy to align city capital project planning needs into the CPS Energy capital budgeting and planning process. The benefit of this option is that it allows cities to budget for and plan longer term for capital projects and access a larger pool of dollars that might otherwise be available to them. Under this alternative, every city may not be able to fund its own projects every year but, by working cooperatively, CPS Energy can fund some city

projects through its own capital project planning budget and other city projects can be funded with the pooled dollars.

Under Option B, a proposed process could be implemented as follows:

- CPS Energy establishes 2 year capital budget plans and its infrastructure planning process begins 3-5 years before the work is commenced.
- CPS Energy will provide City with the name of a dedicated contact within CPS Energy's electric and gas distribution system planning departments for the purposes of project planning and coordination.
- City will provide the CPS Energy contact person with its relevant capital improvement plans early enough in the CPS Energy planning process (i.e., within the 3-5 year planning period, as determined on a project-by-project basis) so that CPS Energy can, whenever possible, incorporate the electric and gas infrastructure work required by City's projects into CPS Energy's capital plans.
- All City projects that are eligible for CPS Energy capital funding will be reviewed and given consideration for inclusion in and funding from CPS Energy's capital budget.

Examples of Eligible Capital Projects Could Include:

- Overhead to Underground Conversion of Electric Facilities
 - Overhead Re-routing of Electric Facilities
 - Utility Pole Upgrades (wood to steel)
 - Decorative Street Light Projects
 - CPS Energy infrastructure relocation associated with civic projects
 - Costs associated with CPS Energy's line extension policy as applied for new or modified service
- CPS Energy will meet with City on an annual basis to share information about changes that occur in CPS Energy's distribution capital plans over time to ensure coordination with City's capital project plans.
- This process will be revised as necessary to provide flexibility and ensure that it meets the needs of the City and CPS Energy.
- Additional consideration could also be given to submitting eligible projects at the beginning of each year, with a "rebate" check being provided by CPS Energy at year end as reimbursement for eligible capital expenses validated against those identified and eligible projects.

Please indicate below the option your community chooses to participate in this new capital funding program for electric and gas infrastructure projects. The term of this agreement is anticipated to coincide with your city's franchise agreement but is amendable through agreement by both parties as necessary to ensure these proposed processes continue to meet the needs of both parties.

Also attached for your review is the proposed instrument by which cities could consider an additional 1% franchise fee surcharge. In the event this option is favorably considered by your city council body, mere passage of the attached document with notice to CPS Energy of such action along with executed copies of the attached document would initiate administrative action to implement the additional 1% surcharge by CPS Energy the quarter following notice being provided.

Sincerely,



Rudy D. Garza
Vice President, External Relations

Accepted
Option A or Option B
(circle preferred option)

(Signature of authorized representative)

(Printed Name)

City of _____
Date: _____

Attachment

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF _____.

SECTION 1. Description. This agreement hereby grants the City of San Antonio, acting by and through the City Public Service Board, (CPS Energy), a twenty (20) year franchise commencing on _____, 2014 for transmission, distribution and sale of electricity and gas within CPS Energy's certificated service area and within the City of _____, Texas (Franchise Agreement). CPS Energy may construct, operate and maintain in, upon, over, under, and across the present and future streets, alleys, public ways and places within the City of _____, Texas (City) all the facilities CPS Energy deems reasonably necessary for the rendition of safe, reliable and economical electric and gas service (CPS Energy Facilities).

SECTION 2. Payment for Street Rental. CPS Energy shall make a payment for street rental to the City in the amount of four percent (4.5%) of CPS Energy's gross receipts from the sale of electricity and gas within the City. "Gross receipts" excludes uncollectibles. The payment for street rental shall be treated by CPS Energy as a system-wide cost of service, and shall not be identified separately on the customer bill.

2.1. The payment for street rental will reflect CPS Energy's gross receipts for such sales, on a quarterly basis and will be due to the City within thirty (30) days after the close of each quarter in CPS Energy's fiscal year.

2.2 If at any time within the term of this franchise the City passes an ordinance increasing the franchise fee from 4.5% to 5.5%, CPS Energy agrees to execute documents necessary to accept this increased fee. Payment of the additional 1% shall be treated by CPS Energy as a City-specific fee and will be identified separately as a surcharge on bills of customers residing within the City limits. Payment to the City of this additional street rental fee will be made consistent with the procedure described in Section 2.1, beginning no sooner than the following quarter, as soon as the implemented surcharge is reflected on customer bills.

SECTION 3. Limitation on Assessments. No revision is made to this Section.

SECTION 4. Audits. No revision is made to this Section.

SECTION 5. Construction. Operation and Maintenance of Facilities. No revision is made to this Section.

5.1 No revision is made to this Subsection.

5.2 No revision is made to this Subsection.

SECTION 6. Civic Improvements. No revision is made to this Section.

SECTION 7. Use of Pole Space. No revision is made to this Section.

SECTION 8. Rate Schedules. No revision is made to this Section.

SECTION 9. Furnishing of Information. No revision is made to this Section.

SECTION 10. Uniform Franchise Benefits. No revision is made to this Section.

SECTION 11. Limited indemnity. No revision is made to this Section.

SECTION 12. Effective Date. This Franchise Agreement shall become effective upon its adoption by the City in the form authorized by the board of CPS Energy. It shall supersede and take precedence over inconsistent ordinances, resolutions, or regulations hereafter or heretofore passed by the City. The payments provided for in SECTION 2 shall be effective for CPS Energy's gross receipts from electric and gas sales within the City commencing the first day of the month of the beginning of the following business quarter upon adoption by the City and receipt of documentation by CPS Energy.

SECTION 13. Headings. No revision is made to this Section.

SECTION 14. Continuation of Agreement. No revision is made to this Section.

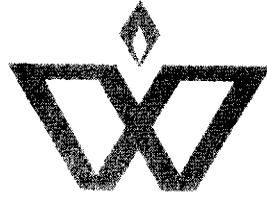
SECTION 15. Assignment. No revision is made to this Section.

Exhibit A: Confidentiality Agreement for an Inter-governmental Transfer of Information. No revision is made to this Exhibit.

Passed and Approved on this the _____ day of _____ 201____.

ATTEST: _____
City Secretary

Approved as to form: _____
City Attorney



WINDCREST TEXAS

ORDINANCE NO. 2014-708 (O)

AN ORDINANCE GRANTING AN ELECTRIC & GAS FRANCHISE TO CITY PUBLIC SERVICE ENERGY

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

SECTION 1. Description. This agreement hereby grants the City of San Antonio, acting by and through the City Public Service Board, (CPS Energy), a twenty-year franchise commencing on February 1, 2014, for transmission, distribution and sale of electricity within CPS Energy's certificated service area and within the City of Windcrest (Franchise Agreement). CPS Energy may construct, operate and maintain in, upon, over, under, and across the present and future streets, alleys, public ways and places within the City of Windcrest, Texas (City) all the facilities CPS Energy deems reasonably necessary for the rendition of safe, reliable and economical electric and gas service (CPS Energy Facilities).

SECTION 2. Payment for Street Rental. CPS Energy shall make a payment for street rental to the City of Windcrest in the amount of four percent (4%) of CPS Energy's gross receipts from the sale of electricity and gas within the City. "Gross receipts" excludes uncollectibles. The payment for street rental shall be treated by CPS Energy as a system-wide cost of service, and shall not be identified separately on the customer bill.

2.1. The payment for street rental will reflect CPS Energy's gross receipts for such sales, on a quarterly basis and will be due to the City within thirty (30) days after the close of each quarter in CPS Energy's fiscal year.

SECTION 3. Limitation on Assessments. The street rental charge is in lieu of all other fees or charges and the City shall not impose or collect, nor attempt to impose or collect, any charge or fee in connection with the construction, operation and maintenance of CPS Energy Facilities within the City other than the payment for street rental provided for under SECTION 2 above.

SECTION 4. Audits. Upon written notice to CPS Energy, the City shall be entitled, during normal working hours and at reasonable intervals during the term of this agreement, to audit

records of CPS Energy supporting the payment for street rental, including customer lists, to the extent such information is public information.

SECTION 5. Construction, Operation and Maintenance of Facilities. CPS Energy may open cut streets, curbs and sidewalks, bore, or utilize any other methods it deems reasonably necessary to construct, operate and maintain CPS Energy Facilities within the City. The design and construction of CPS Energy Facilities and CPS Energy's access to and restoration of paved surfaces shall be in accordance with CPS Energy design and construction standards, which CPS Energy shall make available for review by the City upon request. Street cuts and restoration of paved surfaces shall be subject to ordinances that may be adopted by the City, to the extent that such requirements are not in conflict with the following provisions.

5.1 Prior to starting any work, CPS Energy shall give ten (10) days written notice of the scope and duration of the work to the official designated by the City. Prior notice may be reduced or waived by the City in order to allow the work to proceed. In the event CPS Energy determines there is an emergency, CPS Energy may act without any prior notice, but shall provide notice to the City as soon as practicable.

5.2 The surface of any street, alley, or public way or place disturbed by CPS Energy shall be restored by CPS Energy within a reasonable time after the completion of the work. No street, alley, or public way or place shall be encumbered by CPS Energy for a longer period than shall be reasonably necessary to execute the work. CPS Energy shall continue to maintain the integrity of the portion of any paved surface over CPS Energy Facilities, as restored by CPS Energy during the work, as long as CPS Energy Facilities remain in use by CPS Energy at that location. CPS Energy shall have no responsibility for any injuries to landscaping or improvements located over, under, or around CPS Energy Facilities, but shall use reasonable care to avoid such injuries.

SECTION 6. Civic Improvements. The City shall give reasonable prior written notice of Street repaving, widening or straightening projects to CPS Energy. CPS Energy shall, at its expense, relocate CPS Energy Facilities in connection with activities reasonably related to the City's widening or straightening of streets.

SECTION 7. Use of Pole Space. CPS Energy shall permit the City to use existing CPS Energy poles for the City's communications conductors used for the City's governmental purposes, to the extent CPS Energy determines space is available. Such use shall be subject to the City's execution of CPS Energy's form of contract for pole attachment and payment of the CPS Energy fees applicable to such service.

SECTION 8. Rate Schedules. CPS Energy shall offer to serve the City's accounts under the rate schedules most favorable to the City, in accordance with CPS Energy's Rules and Regulations applying to Electric Service, a copy of which will be provided upon request.

SECTION 9. Furnishing of Information. CPS Energy will make available to the City meeting agendas for CPS Energy's Board meetings, information packets, and rate filings, and will

arrange periodic sessions for presentations by and discussions with knowledgeable CPS Energy employees. CPS Energy will at times provide confidential and competitively sensitive information to the City, including, quarterly electrical usage reports. The City agrees to keep such information confidential according to the Confidentiality Agreement for an Inter-Governmental Transfer of Information attached hereto as Exhibit A.

SECTION 10. Uniform Franchise Benefits. If, at any time during the term of this Franchise Agreement, CPS Energy enters into another franchise agreement for the provision of electric and gas service which provides increased financial benefits to any incorporated community in excess of the percentages stated in SECTION 2, CPS Energy shall provide written notice of such event to the City. At the option of the City, which must be exercised in writing within thirty (30) days after the City's receipt of notice from CPS Energy, this Franchise Agreement shall be amended to incorporate such increased financial benefit. The amendment to the Franchise Agreement shall be effective from the same date shown in the franchise agreement with such other incorporated community.

SECTION 11. Limited indemnity. It is expressly understood and agreed by and between the City and CPS Energy that CPS Energy shall indemnify and hold the City harmless from any and all loss sustained by the City on account of any suit, judgment, claim or demand whatsoever to the extent that such loss is attributed to the negligence of CPS Energy, its agents or employees in the performance of services under this Franchise Agreement.

SECTION 12. Effective Date. This Franchise Agreement shall become effective upon its adoption by the City in the form authorized by the board of CPS Energy. It shall supersede and take precedence over inconsistent ordinances, resolutions, or regulations hereafter or heretofore passed by the City. The payments provided for in SECTION 2 shall be effective for CPS Energy's gross receipts from electric sales within the City commencing February 1, 2014 if this Franchise Agreement is adopted by the City on or before or December 31, 2013, otherwise shall be effective for CPS Energy's gross receipts from electric and gas sales within the City commencing the first day of the month following adoption by the City.

SECTION 13. Headings. The headings of the sections in this Franchise Agreement are for organizational purposes only. They have no separate meaning and shall not be read as affecting the language of the sections.

SECTION 14. Continuation of Agreement. This Franchise Agreement shall remain in effect beyond the expiration of its term until a new agreement becomes effective between the parties or until this Franchise Agreement is terminated by either party upon 180 days prior written notice, which notice may precede the expiration date by not more than 180 days.

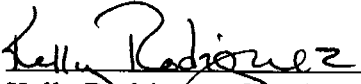
SECTION 15. Assignment. This Franchise Agreement may be assigned by CPS Energy upon mutual written agreement of the City and CPS Energy.

Passed and Approved on this the 16th day of January, 2014.



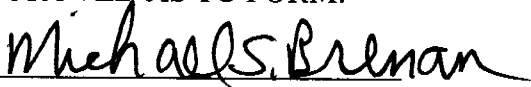
Alan Baxter, Mayor

ATTEST:



Kelly Rodriguez, City Secretary

APPROVED AS TO FORM:



Mike Brennan, City Attorney



ORDINANCE NO. 2014-708A (O)

AN ORDINANCE AMENDING THE CITY OF WINDCREST
FRANCHISE AGREEMENT WITH CITY PUBLIC SERVICE ENERGY
TO INCREASE THE FRANCHISE FEE FROM 4% TO 4.5%

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY
OF WINDCREST, TEXAS that the franchise agreement with City Public Service Energy
approved in Ordinance No. 2014-708 (O) is amended in the following particulars:

SECTION 1. Description. This agreement hereby grants the City of San Antonio, acting
by and through the City Public Service Board, (CPS Energy), a twenty (20) year franchise
commencing on _____, 2014 for transmission, distribution and sale of electricity and
gas within CPS Energy's certificated service area and within the City of Windcrest, Texas
(Franchise Agreement). CPS Energy may construct, operate and maintain in, upon, over, under,
and across the present and future streets, alleys, public ways and places within the City of
Windcrest, Texas (City) all the facilities CPS Energy deems reasonably necessary for the
rendition of safe, reliable and economical electric and gas service (CPS Energy Facilities).

SECTION 2. Payment for Street Rental. CPS Energy shall make a payment for street
rental to the City in the amount of four and one-half percent (4.5%) of CPS Energy's gross
receipts from the sale of electricity and gas within the City. "Gross receipts" excludes
uncollectibles. The payment for street rental shall be treated by CPS Energy as a system-wide
cost of service, and shall not be identified separately on the customer bill.

2.1 The payment for street rental will reflect CPS Energy's gross receipts for such sales,
on a quarterly basis and will be due to the City within thirty (30) days after the close of each
quarter in CPS Energy's fiscal year.

2.2 If at any time within the term of this franchise the City passes an ordinance increasing
the franchise fee from 4.5% to 5.5%, CPS Energy agrees to execute documents necessary to
accept this increased fee. Payment of the additional 1% shall be treated by CPS Energy as a City-
specific fee and will be identified separately as a surcharge on bills of customers residing within
the City limits. Payment to the City of this additional street rental fee will be made consistent
with the procedure described in Section 2.1, beginning no sooner than the following quarter, as
soon as the implemented surcharge is reflected on customer bills.

SECTION 3. Limitation on Assessments. No revision is made to this Section.

SECTION 4. Audits. No revision is made to this Section.

SECTION 5. Construction, Operation and Maintenance of Facilities. No revision is made to this Section.

5.1 No revision is made to this Subsection.

5.2 No revision is made to this Subsection.

SECTION 6. Civic Improvements. No revision is made to this Section.

SECTION 7. Use of Pole Space. No revision is made to this Section.

SECTION 8. Rate Schedules. No revision is made to this Section.

SECTION 9. Furnishing of Information. No revision is made to this Section.

SECTION 10. Uniform Franchise Benefits. No revision is made to this Section.

SECTION 11. Limited indemnity. No revision is made to this Section.

SECTION 12. Effective Date. This Franchise Agreement shall become effective upon its adoption by the City in the form authorized by the board of CPS Energy. It shall supersede and take precedence over inconsistent ordinances, resolutions, or regulations hereafter or heretofore passed by the City. The payments provided for in SECTION 2 shall be effective for CPS Energy's gross receipts from electric and gas sales within the City commencing the first day of the month of the beginning of the following business quarter upon adoption by the City and receipt of documentation by CPS Energy.

SECTION 13. Headings. No revision is made to this Section.

SECTION 14. Continuation of Agreement. No revision is made to this Section.

SECTION 15. Assignment. No revision is made to this Section.

Exhibit A: Confidentiality Agreement for an Inter-governmental Transfer of Information. No revision is made to this Exhibit.

PASSED AND APPROVED, on the _____ day of _____, 2014 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.

Alan Baxter, Mayor

ATTEST:

Kelly Rodriguez, City Secretary

APPROVED:

Michael S. Brennan, City Attorney



ORDINANCE NO. 2014-709 (O)

AN ORDINANCE AMENDING CHAPTER 23 OF THE CODE OF ORDINANCES OF THE CITY OF WINDCREST, TEXAS TO REVISE SECTION 23.1401 (d) RELATING TO THE AREA OF CC USES WITHIN LARGE PARCELS OF LAND

WHEREAS, the City of Windcrest desires to revise its newly adopted “B-3” Business District zoning category relating to the area of CC uses within large parcels of land; and

WHEREAS, these regulations are established for the purposes of promoting health and the general welfare; and

WHEREAS, the Planning and Zoning Commission, after a public meeting was held by it on March 6, 2014, recommended that Chapter 23 of the City Code of the City of Windcrest be amended by the City Council of the City of Windcrest; and,

WHEREAS, the City Council at a public meeting held by it on March 6, 2014 received said recommendation from the Planning and Zoning Commission and, after considering said recommendation and hearing the proponents and opponents to said recommendation, is of the opinion that such amendment be adopted.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WINDCREST, TEXAS that Chapter 23, Section 23.1401 (d) of the Code of Ordinances be amended to read as follows:

“(d) “CC” uses located within a parcel of 40 acres or more are limited to 65% of the gross area of a proposed conceptual land use plan.”

That, in the event any provision of this Ordinance is held to be invalid, it is the intention of the City Council that this Ordinance be of no force and effect whatsoever. That, this Ordinance shall become effective immediately upon its passage.

PASSED AND APPROVED, on the ____ day of _____, 2014 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.

Alan Baxter, Mayor

ATTEST:

Kelly Rodriguez, City Secretary

APPROVED:

Michael Brennan, City Attorney