

City of Windcrest



AGENDA

CITY COUNCIL MEETING & CITY COUNCIL PUBLIC HEARING

JANUARY 10, 2022

CITY COUNCIL CHAMBERS @ 8601 MIDCROWN

CCM @ 6 P.M.

NOTICE IS HEREBY GIVEN THAT A CITY OF WINDCREST CITY COUNCIL PUBLIC HEARING AND CITY COUNCIL MEETING WILL BE HELD AT WINDCREST CITY HALL LOCATED AT 8601 MIDCROWN, WINDCREST, TEXAS ON THE 10th DAY OF JANUARY 2022, STARTING AT 6:00 P.M.

THE CITY COUNCIL RESERVES THE OPTION TO RECESS THE MEETING DURING THE EVENING OF JANUARY 10, 2022, AND TO RECONVENE THE MEETING ON THE FOLLOWING DAY, JANUARY 11, 2022 AT 9:00 A.M. AT THE WINDCREST CITY HALL, 8601 MIDCROWN, WINDCREST, TEXAS.

NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

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

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE AND INVOCATION

IV. CITIZENS TO BE HEARD/CITIZEN PARTICIPATION

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

V. Public Hearing*Opening of Public Hearing*

Public Hearing to receive comments and consider a special use permit for Quick Trip to allow the storage and sale of motor vehicle fuel in B-2 Zoning District, to allow the storage or sale of motor vehicle fuel in Chapter 113, Zoning, Planning and Zoning Commission, Board of Adjustment, Article III-Division 6, Section 113-220, use regulations of the City of Windcrest's Code of Ordinances.

*Closing of Public Hearing***THE FOLLOWING ITEMS MAY BE CONSIDERED AT ANY TIME DURING THE REGULAR COUNCIL MEETING:****VI. PRESENTATION**

- a) City Council will review a presentation from Val Garcia on the Trusted Driver program.
- b) City Council will receive a presentation and update from Leonard Young with YPR Consulting on the City's options for a swimming pool.

VII. CONSENT AGENDA

- a) City Council will review, discuss, and take action on Resolution 2021-550(R), a resolution authorizing the 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 new development in the City of Windcrest. [Rafael Castillo, Jr., City Manager]
- b) City Council will review, discuss, and take action on Resolution 2022-501(R), a resolution approving a lease agreement between the City of Windcrest and Clear Channel Outdoor, Inc. [Rafael Castillo, Jr., City Manager]

VIII. ORDINANCE

- a) City Council will review discuss and take action on Ordinance 2022-001(O), an ordinance granting Quick Trip a special use permit for 4906 Walzem. [Dan Reese, Mayor] **1st Reading**
- b) City Council will review, discuss, and take action on Ordinance 2022-002(O), an ordinance reauthorizing curfew for minors by amending Chapter 24, offenses and miscellaneous provisions, Article IV, Minors, by repealing existing Article IV and adopting a new Article IV and providing for a penalty. [Rafael Castillo, Jr., City Manager] **1st Reading**

IX. DISCUSSION & ACTION

- a) City Council will have discussion, review and may take action on a swimming pool facility in Windcrest. [Rafael Castillo, Jr., City Manager]

- b) City Council will have discussion, review and may take action on Fiscal Year 2021-2022 Budget Amendments. [Rafael Castillo, Jr, City Manager]

X. EXECUTIVE SESSION

- a) Pursuant to Texas Government Code §551.074 (personnel matters)
 - i. Discuss, review, and take possible action on the applications for Fire Chief.

XI. CITY MANAGER'S REPORT

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 January 10, 2022.

BY: /s/ **Rachel C. Dominguez, City Secretary**



January 7, 2022

Rafael Castillo,
Mayor, and City Council
8601 Midcrown Drive
Windcrest, Texas 78239

Sent via Email: rcastillo@windcrest-tx.gov

Re: Planning & Zoning Recommendation Re: Quik Trip Request for Special Use Permit

Dear Mayor and City Council,

On January 6, 2022, at 6:00 p.m. the Planning and Zoning Commission ("P & Z") held public hearings followed by a meeting to consider a request for a Special Use Permit ("SUP") by Quik Trip for the storage and sale of motor vehicle fuel for the property located at 4906 Walzem Rd. in the B-2 zone.

After the public hearing and consideration of the application by Quik Trip for the requested SUP, the P & Z considered whether a recommendation to approve the SUP should be made to city council for the property located at 4906 Walzem Rd. Following a motion and vote, the Commission's recommendation to city council is to approve the requested application for an SUP to allow the storage and sale of motor vehicle fuel at the 4906 Walzem Rd. property location in a B-2 zone with the following conditions:

1. The applicant must obtain ownership of the property located at 4906 Walzem Rd within 180 days of the council's granting of the SUP; and
2. That the applicant must begin construction of its facilities which would utilize the SUP on the property no later than 180 days after the current lease with the current tenant(s) ends;
3. That the SUP is limited and tied to the applicant and lapses should the property or the business operation located on the property be sold to any person or entity not also owned by the applicant.

The SUP received a unanimous vote with all in favor and none opposed to make a recommendation to city council to grant the SUP with the abovementioned conditions.

Very Truly Yours,

Rainbeau Presti

Cc: Rachel Dominguez
Dusty DeHoyos

Sent Via Email: rdominguez@windcrest-tx.gov
Sent Via Email: ddehoyos@windcrest-tx.gov



WINDCREST

TEXAS

BCC: Mayor Dan Reese
Wes Manning
Cindy Strzelecki
Greg Turner
Marcus Yax
Joan Pedrotti

SentViaEmail: dreese@windcrest-tx.gov

SentViaEmail: wmanning@windcrest-tx.gov

SentViaEmail: cstrzelecki@windcrest-tx.gov

SentViaEmail: gturner@windcrest-tx.gov

SentViaEmail: myax@windcrest-tx.gov

SentViaEmail: jpeditotti@windcrest-tx.gov



WINDCREST TEXAS

Universal Development Application

(Please use separate application for each submittal)

- | | | |
|---|---|--|
| ☐ Land Use Amendment | ☐ Land Study | ☐ Replat |
| ☐ Thoroughfare Amendment | ☐ Final Plat | ☐ Amending Plat |
| ☐ Zoning Change (choose one) | ☐ Preliminary Plat | ☐ Minor Plat |
| ☐ Straight Zoning | ☒ Specific Use Permit | ☐ Vacating Plat |
| ☐ PUD (Planned Unit Development) | ☐ Conditional Use Permit | ☐ Site Plan |
| ☐ Variance | ☐ Exception | ☐ Tree Removal Permit |

Project Name: QuikTrip # 4035

Total Acres: 1.808 Survey Name: Gertrude Rodriguez Abstract No.: 132

Project Location (address): 4906 Walzem Rd

Current Zoning: B2

Current Use: Firestone

of Lots/Units: 2

For Commercial/Industrial:

Proposed Zoning: _____

Proposed Use: Fuel Sales

Please Circle One:

Total Proposed Sq. Ft.

SF MF COMM IND OTHER

5105

Applicant Information:

Property Owner Name: Rackspace US, inc, M Jason Bowling, Vice President,

Address: 1 Fanatical Place City: Windcrest St/Zip: _____

Phone: _____ Fax: _____ E-Mail: _____

Applicant (if different than Owner): David Wanders, QT South LLC

Address: 742 NW Loop 410, Ste 102 City: San Antonio St/Zip: TX 78216

Phone: _____ Fax: _____ E-Mail: _____

Representative: Same as applicant

Address: _____ City: _____ St/Zip: _____

Phone: _____ Fax: _____ E-Mail: _____

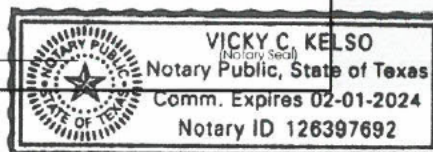
Authorization: By signing this application, you hereby grant Staff access to your property to perform work related to your application. Also, you waive the statutory time limits in accordance with Section 211, 212 and 245 of the Texas Local Government Code.

Owner's Signature

Typed/Printed Name

Known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration expressed and in the capacity herein stated. Given under my hand and seal on this 4 day of November, 2021.

Notary Public



City of Windcrest Use Only

Project No.: _____

Total Fees: _____

Payment Method: _____

Submittal Date: _____

Accepted by: _____



QT SUP REQUEST

Statement of Purpose

Location: QuikTrip is seeking to redevelop the Firestone occupied property located at Walzem Road at the entrance of Rack Space. The property is currently owned by Rackspace and QuikTrip has entered into a purchase agreement with Rackspace for the purchase of the Firestone occupied property. Firestone is currently leasing the property from Rackspace and it is the intention of QuikTrip to redevelop the property at the end of the Firestone lease.

Purpose: The purpose of this submittal is to allow for the re-development of a 1.808-acre tract of land for the purpose of constructing a convenience store with retail motor fuel sales. As of the time of this submittal, the tract of land is in process of being zoned to B2. The provisions of the B-2 Zoning District and all other applicable regulations as stated in the City of Windcrest's Zoning Ordinance shall govern this tract of land.

Proposed Use: QuikTrip is proposing to construct and operate a 24-hour Convenience Store with Beer and Wine Sales for off-premise consumption only along with the retail sales of motor fuel. The proposed project is consistent with the City's Master Plan and our use will also complement the existing area's commercial businesses. Our development will provide a family oriented, clean and modern facility for the citizens of Windcrest. We provide many of the items you will find in your larger grocery stores, with very similar pricing. QuikTrip takes great pride in our employees and our stores. We build our facilities to last fifty years and we put in the time and care to ensure that they do. We have an in-house Facility Support team that maintains our stores daily. They are called on to maintain everything from landscaping, coffee/cappuccino

machines, paving, and all other aesthetic and mechanical features of the store. We also have very strict employee appearance and uniform policies and standards. As previously stated, we are a family-oriented business. QuikTrip is a place where you can bring the entire family and you will always receive fast and friendly customer service. We believe that our application meets all City requirements and that the project achieves very high level of site quality, exceptional architectural building design, and quality landscaping. The building represents the latest architectural design in the convenience store industry. A complete palate of building materials is available if needed.

Request Details: Per the City of Windcrest's Codes and Ordinances Sec 113-220(2), gasoline sales are not allowed within the B-2 zoning without a special use permit. QT respectfully requests that fuel sales be allowed for our use on this lot per via a Special Use Permit. QuikTrip requests that in the event the Special Use Permit is granted by the City of Windcrest, that the Special Use Permit shall not expire until December 31st, 2028. The property of the proposed QuikTrip Convenience Store is currently being occupied by Firestone with a lease that will terminate in 2028.

I will be pleased to meet with you or your staff to discuss this matter as requested. Your consideration and support in these matters will be greatly appreciated. We stand ready to assist in your review.

Best regards,



QT QuikTrip | Real Estate

David Wanders | Real Estate Project Manager
742 NW Loop 410 Suite 102 | San Antonio, TX 78216





***MORE THAN
A GAS STATION.***

PURPOSE

To Provide Opportunities For
Employees To Grow And Succeed



“If you’re not taking care of the customer, you better be taking care of the people that are.”

-Chester Cadieux, Founder



HISTORY

1958



1st QT

Tulsa, OK

1978



200th

Raytown, MO

2002



400th

Tempe, AZ

2019



800th

San Antonio,
TX

2021



900th

Corsicana, TX



CORE VALUES

- **Be The Best**
- **Focus Long Term**
- **Never Be Satisfied**
- **Do The Right Thing**
- **Do What's Right For QuikTrip**



A FEW FACTS ABOUT QUIKTRIP...

- 16 years on Fortune's List of "100 Best Companies to Work For"
- Perennially listed on Forbes' "Top 100 Privately Held Companies" – Currently #29
- Each new store creates an average of 20-25 new jobs per location
- Average Store Manager's salary - \$84,704/year up to \$130,000/year
- Average entry level Assistant Manager starting pay - \$49,967/year - 30% above national average
- Starting Part Time pay - \$11.50-\$13.50 depending on how many hours they work each week
- QuikTrip contributes 5% of its profits to charitable organizations in the local communities in which it operates
- QuikTrip is a National Safe Place location for endangered youth – Over 600 helped last year alone



STORE SECURITY



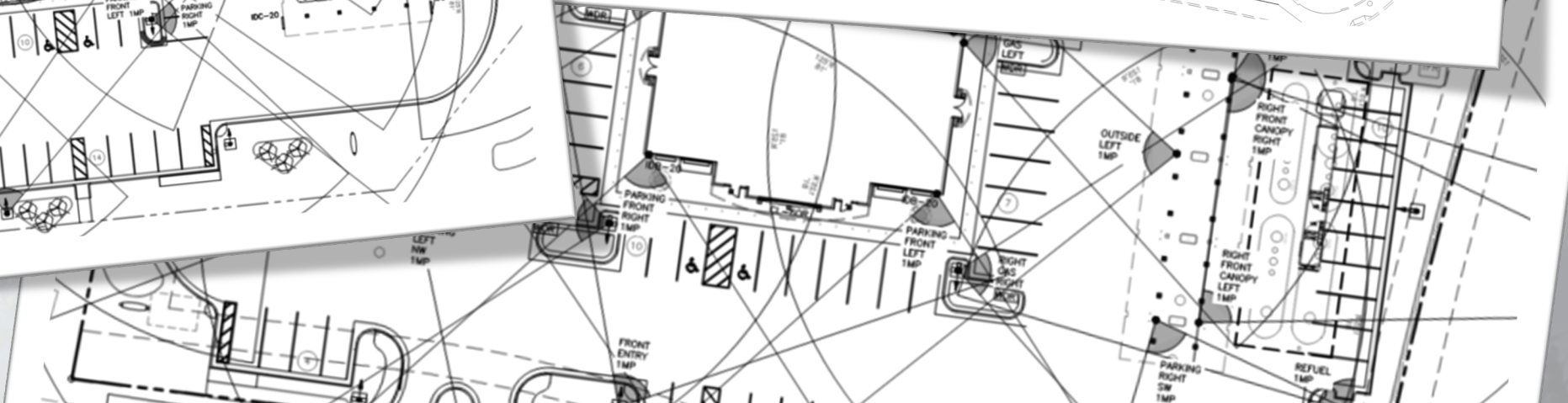
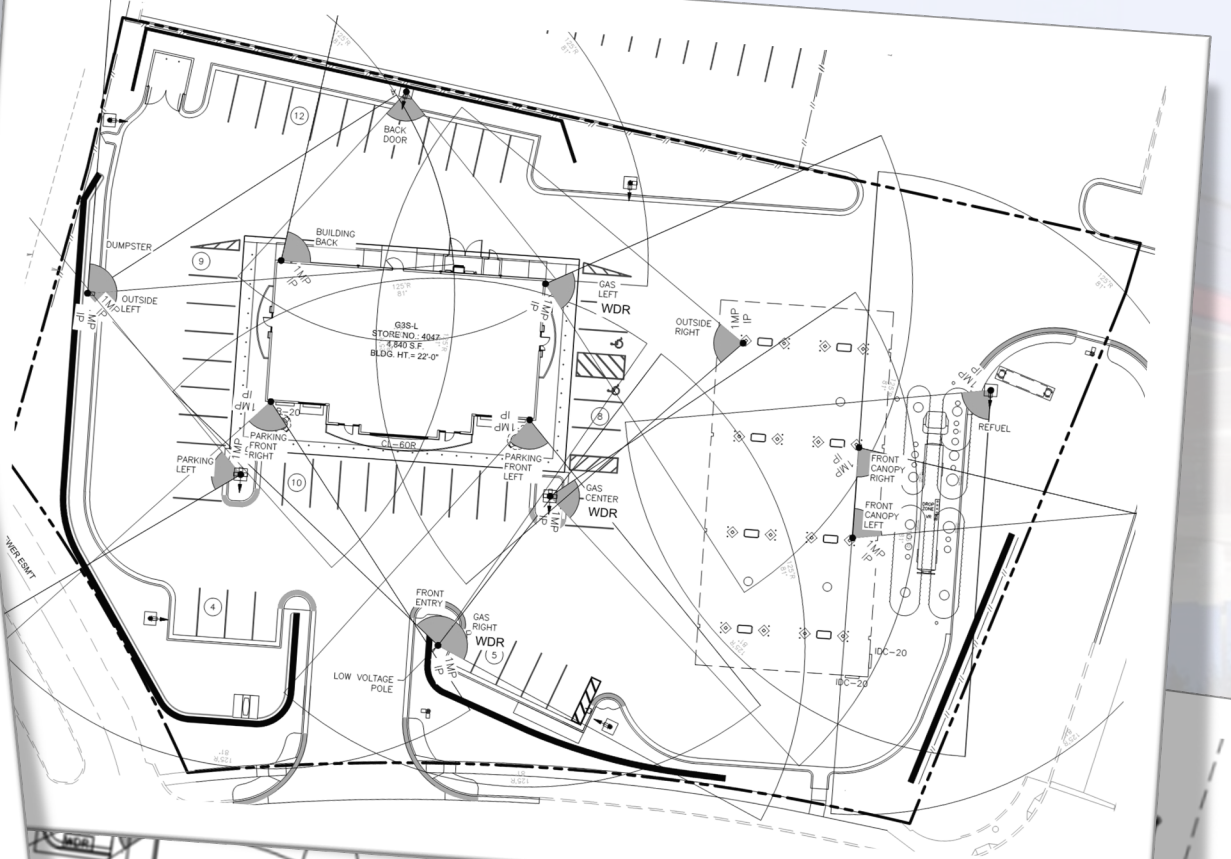
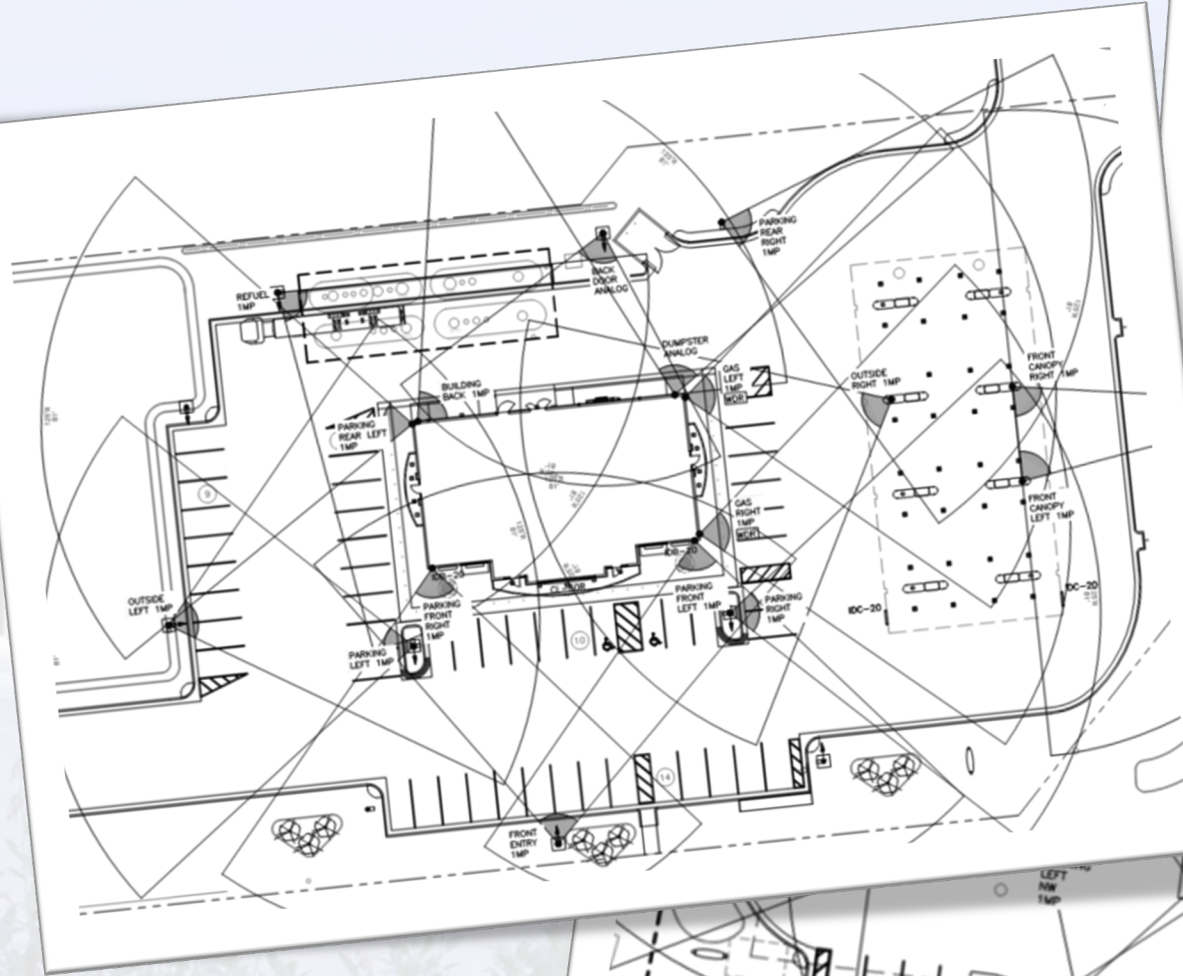
Security That Leaves Nothing To Chance

Providing a great work environment, serving our customers and being a welcome community partner start with exceptional security. Each store has multiple alarm points and digital video surveillance that is monitored 24/7 from our centralized, high-tech Security Operations Center.

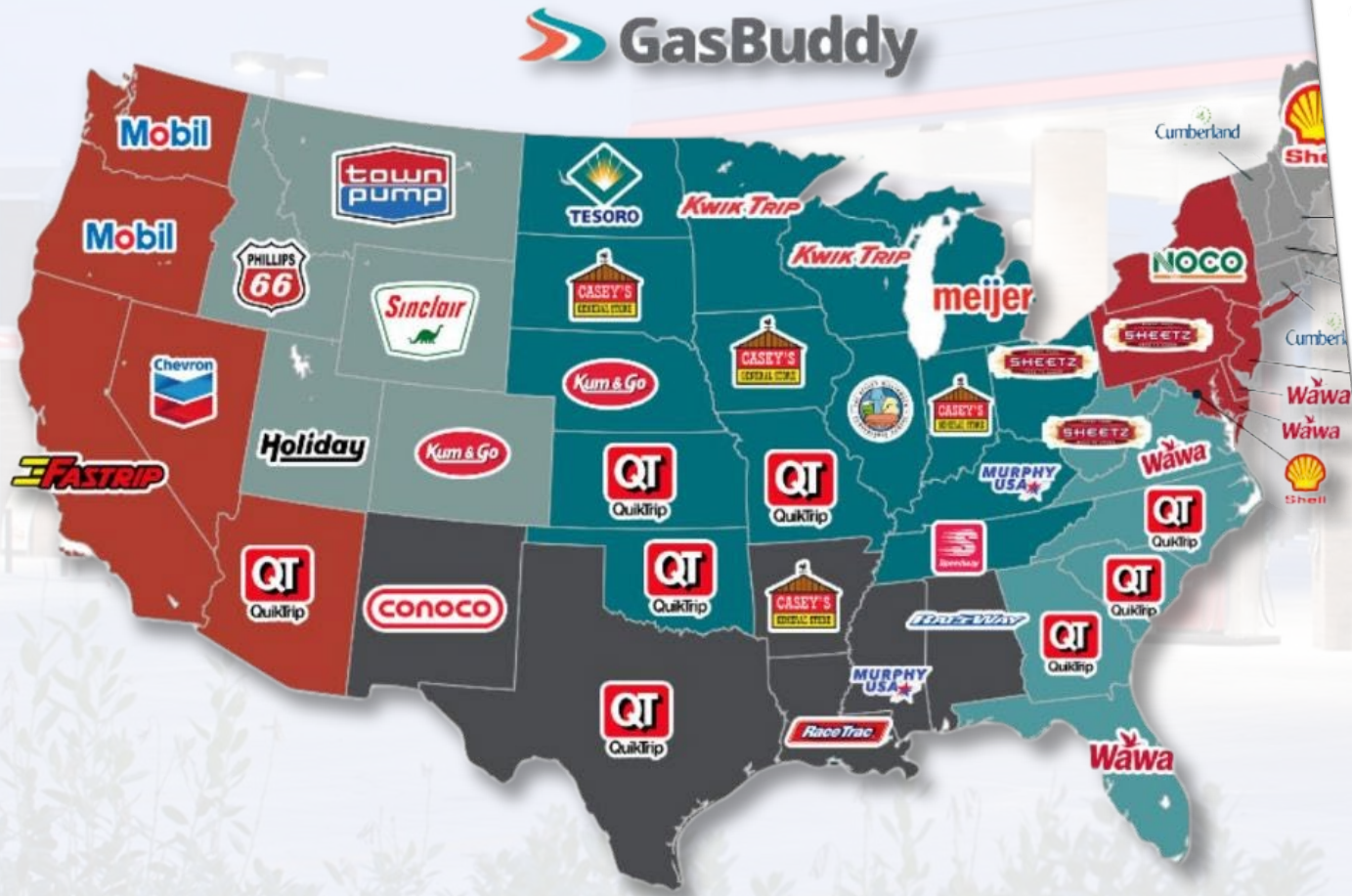
“QuikTrip’s commitment to the safety of their employees and customers is not only well known by the community, it’s deeply appreciated by every deputy in Tulsa County”

-Tulsa County Sheriff’s Department

STORE SECURITY



QUIKTRIP VOTED BEST C-STORE RESTROOMS



Texas' top-rated gas station restroom not Buc-ee's, GasBuddy says

May 22, 2017, 8:25am CDT

Houston's beloved Buc-ee's was beat out on GasBuddy's recent analysis of the top-rated gas station restrooms in every state.

Tulsa, Oklahoma-based QuikTrip — also known as QT — came out on top in Texas, the only state in which Buc-ee's currently operates.

Brands needed to have at least 20 locations in a state to be considered in the analysis, which was conducted using data collected from March 2016 through April 2017. QT has more than 130 locations in the Dallas-Fort Worth area, according to its website, and Buc-ee's currently has 32 locations in Texas.

QT was the top-rated gas station restroom in nine states, GasBuddy found. That was the highest number of any company in the analysis.

"Today's customers expect more than a key attached to a hubcap or a sign informing visitors that restrooms are for 'paying customers only,'" Frank Beard, convenience store and retail trends analyst at GasBuddy, said in a May 18 press release. "As someone who has visited more than 1,000 c-stores in 24 states, I've seen that many leading convenience stores have already separated themselves from the competition by making restroom quality a priority."

Buc-ee's is often lauded for the restrooms at its chain of wildly popular convenience stores and travel centers. Many of the locations are around 50,000 square feet and have more than 100 fuel pumps.

Most recently, the company announced its first locations outside of Texas would be in Dayton Beach and Fort Myers, Florida, and Baldwin County, Alabama.

In the Houston area, Buc-ee's is building its first Katy location, which is expected to open this fall. In addition to a 56,000-square-foot building and 120 fuel dispensers, that location will feature a 255-foot-long car wash. Buc-ee's is calling it the largest car wash in the world.

Buc-ee's opened its first location in Lake Jackson in 1982, where it's partially based. The company moved parts of its headquarters to Pearland in 2015.



PAUL TAKAHASHI/HBI

QuikTrip beat Buc-ee's as the best gas station bathroom in Texas, according to GasBuddy's recent analysis of the top-rated gas station restrooms in every state.

Olivia Pulsinelli
Senior web editor
Houston Business Journal





FRESH FOOD,
MADE TO
ORDER OR
GRAB & GO



STORE PERSPECTIVE





Image Landsat / Copernicus



Store 4035
82-4035-AR01

Windcrest, TX
4906 Walzem Rd

Aerial View looking Southeast







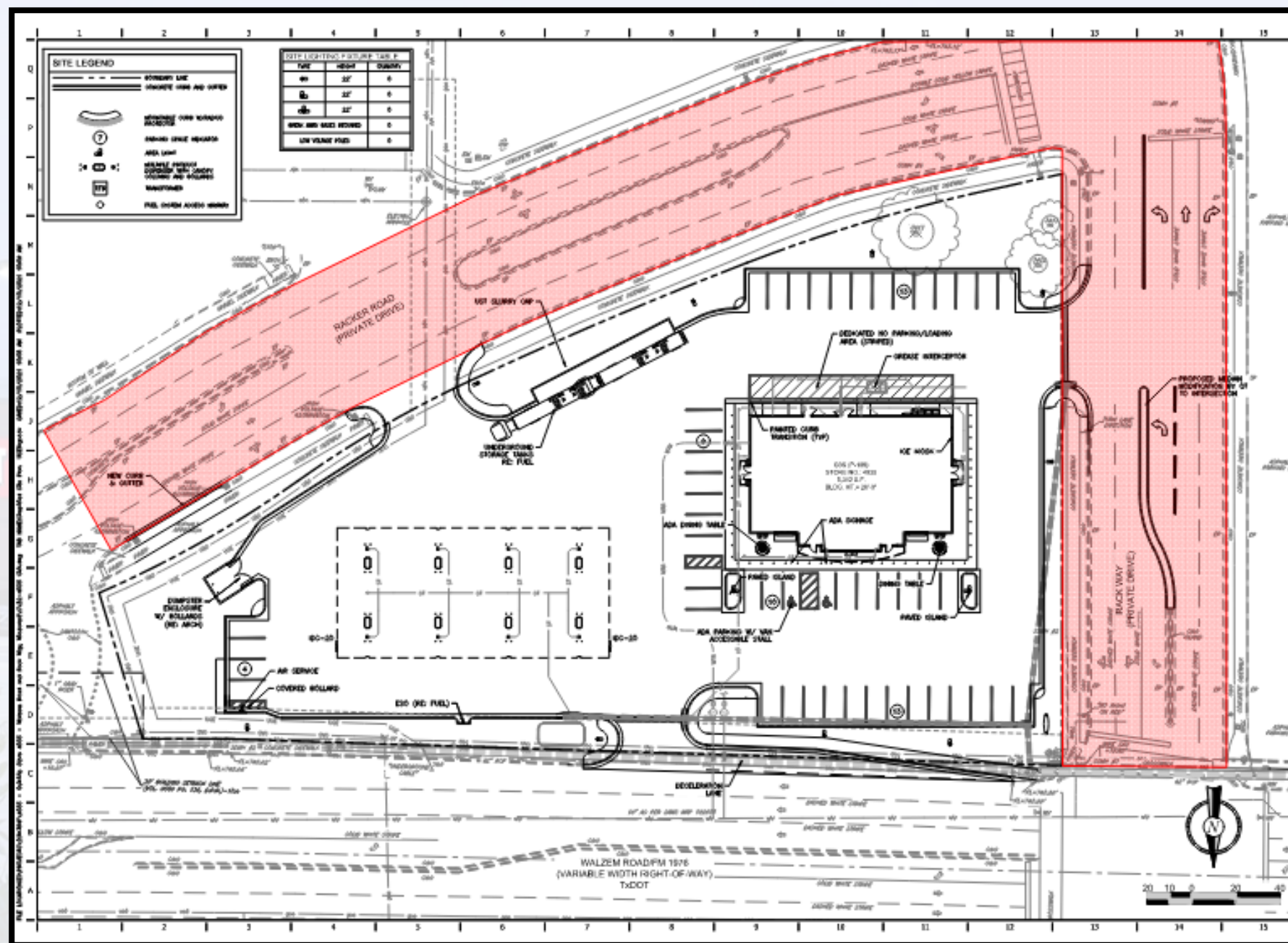
Store 4035
82-4035-SP01

Windcrest, TX
4906 Walzem Rd

Overall Site Plan







SPECIFIC REQUEST FOR USE PERMIT...

- That QuikTrip is granted a Special Use Permit to allow for gasoline sales within a B-2 zoned property.
- That due to the existing use of the property, a Firestone auto care facility, which is in a lease until the year 2028, QuikTrip requests that should the Special Use Permit be granted, it would not expire until December 31st, 2028.

ANY
QUESTIONS
?

The Trusted Driver program is a collaborative partnership between the community, law enforcement and city leaders that creates a more inclusive approach to public safety and community -based policing.

Trusted Driver creates transportation safety by being efficient, effective, equitable, and that protects our public safety while addressing the needs of people involved in the system.

Trusted Driver program allows the police to conduct traffic enforcement, keeping the roadways safe, but does not require a police traffic stop.

The program is not an automated “Red Light” program. It is new and innovative. The Trusted Driver Program does not remove the officer from the process and still requires an officer to witness, issue and testify to the citation. The core of our program is the ability to minimize and eliminate traffic stops by Law Enforcement for traffic violations. The Trusted Driver Program will continue to enable law enforcement to conduct effective traffic enforcement. The program is the first of its kind and comes as cities seek broad public safety reforms and community involvement in ensuring the safety of the public.

Most Americans' contact with a police officer occurs during traffic stops which are not only highly dangerous but potentially fatal. We can minimize these unnecessary interactions between the police and the public while effectively providing the necessary traffic enforcement mechanisms to ensure the public's safety on our roads. We can offer this program at no initial cost to the public, motorists, traffic courts and law enforcement agencies.

Trusted Driver Program summary:

- Public Safety
- Officer Safety
- Community Empowerment & Involvement
- Police Reform & Community Policing Innovations
- Transparency
- Time Efficiency
- Traffic Enforcement and Roadway Safety
- Accuracy
- Ease of Use
- Cost Savings

Please take a few minutes to view our Trusted Driver Program videos links below and the attached presentations.

Trusted Driver Overview:

<https://vimeo.com/manage/videos/587950914>

Trusted Driver Law enforcement Overview:

<https://vimeo.com/manage/videos/587952946>

Trusted Driver Accessible Video for the Deaf

<https://vimeo.com/594738251>

Val Garcia | VP Public Safety Technology & Business Development
Genesis Networks | 1354 N. Loop 1604 E., Suite 103 | San Antonio, TX 78232



HOW IT WORKS

1. Signing up for Trusted Driver is voluntary and free, at no cost to you using your cell phone.
2. Once your profile is created, law enforcement can verify your identity and not pull you over for minor traffic violations. Officers can issue warnings and also provide positive feed back for good driving habits.
3. Notifications are done using your cell phone.
4. It will allow you to pay the citation and/or make arrangements with the court, all online.
5. No need to take time off and go stand and wait in court for days at a time.



TRUSTED DRIVER PROGRAM

Never Get Pulled Over Again For A Traffic Violation

The Trusted Driver Program is an innovative solution that reduces the interaction between police and the public while maintaining public safety goals.

Why Trusted Driver?

MOTORIST

A Trusted Driver member can receive traffic citations and warnings from law enforcement without a traffic stop and face-to-face contact. This process will allow for stressful situations and time-consuming delays to be a thing of the past, saving time and reducing tension.

MUNICIPALITY

The Trusted Driver Program provides simple, time-saving options to resolve traffic citations through a secure online system. All necessary information will be documented and accessible within the individual's secure profile, providing direct access between the driver and the court system. This provides costs savings for all parties involved and efficient, time saving options.

LAW ENFORCEMENT

Trusted Driver benefits law enforcement through new technologies, concepts, and procedures. Through the implementation of new technologies and applications, the vehicle and driver information can be securely captured, verified, and transmitted. The database of information will allow municipalities, states, and regions to connect and work together. In order to eliminate dangerous roadside incidents and encounters, Trusted Driver strives to remove unnecessary conflicts between law enforcement and motorists.



TRUSTED
DRIVER PROGRAM

1

87+ Years of Police Experience

2

Trusted Driver Vision

3

Demo

4

Communicating Reform

5

Community Trust Officers

5

Programs

87+ YEARS OF POLICE EXPERIENCE

After seeing solutions fail to fully serve law enforcement and motorists - our team dedicated themselves to finding a seamless solution to taking traffic stops to the 21st century and provide an answer to improve community policing and foster positive reform.



VAL GARCIA

- Sergeant Val Garcia began Law Enforcement career in 1993, as part of San Antonio police department
- Held various positions as Patrol Officer, Detective Investigator, Patrol Sergeant and Task Force Sergeant
- Roles primarily includes Project Management and Department Operations, Technology/Analytics with a focus on public safety



ARIC JIMENEZ

- Began working as analyst for USAA- experience in web data operations
- In 2004, joined San Antonio Police Department as a SME in a range of fields as well as being involved in Fusion Center Intelligence data sharing initiative
- Key to success of Fusion Center's – cyber security intelligence products serving as Deputy Director of Special Projects



RON HEINRICH

- Ron began career in Law Enforcement at the federal level in Michigan
- After 5 years, he joined San Antonio Police Department as a Patrol Officer
- After 15 years, promoted to Detective Investigator in the Property Crimes Division



DAVID NOUHAN

- David began his career in 1989 with the Dallas Police Department
- Joining the San Antonio Police Department in 1993, David worked for the patrol unit, SA Fear Free Environment Community police unit and was a Special Projects Officer for the Volunteers in Policing unit
- David is a T.C.O.L.E certified Police Instructor and Crime Prevention officer

THE TRUSTED DRIVER VISION

Provide efficiency and transparency of Traffic Control for Police, Motorists and Courts

An Answer for the call to improve community policing and foster positive reform



Law Enforcement



Motorist



Municipality



LAW ENFORCEMENT

How does Trusted Driver benefit law enforcement?

Trusted Driver technology

- Infrared cameras
- License plate reading with Geolocation into Database
 - Search History or flagging of License plates
 - Amber alert automated notice
 - Connection of Multiple Municipalities and States
- **Motorist Profile (Phase II) and Instant Ticketing**
 - Trusted Driver Motorist Profile
 - Ticketing without pulling Motorist over
 - Remove conflict between police and driver, therefore reducing anxiety upon approach
 - Eliminate dangerous roadside incidents/accidents



Law Enforcement

Officers' time spent on traffic stops are reduced due to having insurance, license and registration information to provide electronic citations

Customized as per department guidelines and policies

MOTORIST

How does Trusted Driver benefit drivers?

- Voluntary opt-in into the program
- Simple traffic violation – Never be pulled over again!
- If motorist is part of Trusted Driver and officer sees reckless driving, will result in police conducting stop
 - There must be probable cause
- Ease of court and payment
 - Same day payment for traffic violations
 - Court will define days and timeframe of availability for Trusted Drivers
 - Pick the time available that is best for you
 - Saving time
 - Virtual courtroom
 - Reduction of courtroom attendance
- Community Review Board - incident information/footage from camera
 - Concerns about police officials if conduct unnecessary traffic stop



- Discount incentives for timely payments
- Time on traffic stops reduced or eliminated
- Everything can be handled electronically
- Safety for young/new drivers



MUNICIPALITY

How does Trusted Driver benefit the courtrooms?

- Process that currently exists depends on human interaction
 - Restrictions due to COVID-19, an online system could allow that human interaction to dissolve

Tell Example Story in notes below

The court will define days and timeframe of availability for Trusted Drivers

- Pick the time available that is best for you
- Virtual courtroom
- Ease of payment through online system
- Reduction of courtroom attendance

Through this process, the officer is now removed completely out of the equation leaving everything between Trusted Driver and the Municipal Courts

- This will reduce the overall cost for the courts as well as reducing the cost being used to allocate for overtime officers
- Overtime hours are large cost to the courts, cities and police departments
- Customized as per municipality guidelines and policies



Municipalities are enabled to collect on citation fee payments quicker, increasing revenue

DEMO

Registration/Voluntary Opt-In



Trusted Driver's cell phone number is unique identifier that links to corresponding vehicle registration and inspection information

Member Profile



Incident Profile



Officer Workup



COMMUNICATING REFORM & IMPROVING COMMUNITY POLICING

Oversight & Transparency

- Board comprised of members of Community and City Staff
- Involvement in review process
- Not implemented/governed by Law Enforcement
- Direct communication with city leaders

Community Empowerment

- The community is the biggest voice
- This is how the reform and initiatives that the community is looking for will actually happen





Discussion - Questions - Answers



TRUSTED

DRIVER PROGRAM



Never Get Pulled Over Again For A Traffic Violation

The Trusted Driver Program is an innovative solution that reduces the interaction between police and the public while maintaining public safety goals.

1. Signing up for Trusted Driver is voluntary and free, at no cost to you using your cell phone.
2. Once your profile is created, law enforcement can verify your identity and not pull you over for minor traffic violations. Officers can issue warnings and also provide positive feed back for good driving habits
3. Notifications are done using your cell phone.
4. It will allow you to pay the citation and/or make arrangements with the court, all online.
5. No need to take time off and go stand and wait in court for days at a time.

www.mytrusteddriver.com



TRUSTED

DRIVER PROGRAM



Why Trusted Driver?

MOTORIST

A Trusted Driver member can receive traffic citations and warnings from law enforcement without a traffic stop and face-to-face contact. This process will allow for stressful situations and time-consuming delays to be a thing of the past, saving time and reducing tension.

MUNICIPALITY

The Trusted Driver Program provides simple, time-saving options to resolve traffic citations through a secure online system. All necessary information will be documented and accessible within the individual's secure profile, providing direct access between the driver and the court system. This provides costs savings for all parties involved and efficient, time saving options.

LAW ENFORCEMENT

Trusted Driver benefits law enforcement through new technologies, concepts, and procedures. Through the implementation of new technologies and applications, the vehicle and driver information can be securely captured, verified, and transmitted. The database of information will allow municipalities, states, and regions to connect and work together. In order to eliminate dangerous roadside incidents and encounters, Trusted Driver strives to remove unnecessary conflicts between law enforcement and motorists.

Memorandum of Understanding **Type-B Economic Incentive Agreement**

This Memorandum of Understanding constitutes a Type-B Economic Incentive Agreement (hereinafter “**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 desires to provide a grant of assistance pursuant to state law, including Texas Local Government Code § 505.152 for the Walzem Road Project (“**Project**”);

WHEREAS, the WEDC finds this Project to serve a public purpose and 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;

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

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

WHEREAS, the Parties have agreed to work together in good faith in order to support Walzem Partners in building and developing the real property described below;

WHEREAS, the City of Windcrest’s public interest and public purpose will be served by clearing land and establishing a site to be developed into a higher and better use, and 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 help create and/or retain primary jobs;

WHEREAS, the City of Windcrest and WEDC have each duly considered this project and approved of the incentives outlined herein in accordance with applicable law, finding the project to be in the public interest and serving valid public purposes authorized under Texas Local Government Code Chapter 505.

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

The Proposed Location

The location of the site consists of one tract comprising approximately .5480 acres and located at 4825 Walzem, Road, San Antonio (or Windcrest), Texas 78239, on the northwest corner of Walzem Road, and Fourwinds Drive. 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 or retail suited site by the WEDC and by Walzem Partners.

Investment by Walzem Partners

Walzem Partners will invest no less than \$1,000,000.00 in the subject property and anticipates an end-user to invest additional funds in the development of the location within 24 months from approval of this Agreement.

Impact for the City of Windcrest

The WEDC's Board of Directors has found that redevelopment of the site 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 Terms:

The Parties have identified the following as essential and material terms of this Agreement:

- a. WEDC will issue a grant of assistance of \$55,500.00 (Fifty Five Thousand Five Hundred Dollars and zero cents) to be reimbursed to Walzem Partners for the actual incurred cost of demolition and site preparation cost and other related development costs to prepare and lease the subject property, within thirty (30) days of receiving invoices reflecting at least

\$55,500.00 of costs paid by Walzem Partners related to demolition, site preparation cost and other related development costs;

- b. Walzem Partners will develop and market the location seeking to lease to a suitable tenant that will make additional investments in the property with a goal of generating additional sales tax revenue for the City and WEDC as well as increased property value, with development to commence within six-months, but to occur over a two-year time period;
- c. Walzem Partners will construct a new building at the location described herein as Tract 1 and secure a quality tenant to operate a business onsite. The Parties goal is that the tenant would be either a nationally recognized retail, food or beverage establishment that will generate sales tax revenue for the City. Walzem Partners will provide the name and information on potential tenants to WEDC in advance to ensure WEDC's expectations are met.
- d. 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 have no responsibility for the management or operations of any business at the location. The WEDC's sole role is to provide the grant funds as described in a. above.

Additional Terms:

This MOU does not establish a joint venture, partnership, agency or any other business association between the Parties.

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. Notwithstanding the foregoing, the obligation of the WEDC to reimburse Walzem Partners for up to \$55,500.00 of actual costs incurred and paid by Walzem Partners prior to the date 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. This MOU shall supersede and replace any prior oral or written agreement between the parties, and any such prior agreement shall be terminated upon execution of this MOU.

{Signature Page Follows}

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: _____

RESOLUTION 2022-501(R)

A RESOLUTION TO APPROVE A LICENSE AGREEMENT BETWEEN THE CITY AND CLEAR CHANNEL OUTDOOR, INC. CONFIRMING THE LICENSE AND GROUND LEASE AGREEMENT AND AMENDMENT SO THAT THE LEASE WITH THE LANDOWNER CONFORMS WITH THE LICENSE AGREEMENT WITH THE CITY REGARDING THE LENGTH OF THE LEASE; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT.

WHEREAS, the Windcrest City Council has determined that a license agreement between the City and Clear Channel Outdoor, Inc. (hereinafter, "Clear Channel") to license a portion of real estate, located at 7900 IH35 North, owned by the City to Clear Channel for the purposes of erecting, maintaining, operating, improving, supplementing, posting, illuminating, repairing, repositioning, and/or removing an existing billboard structure on said property will bring additional revenue to the City in the form of annual rental payments; and

WHEREAS, the Windcrest City Council had considered and approved the form of the Clear Channel license agreement in September at a Special City Council Meeting at which the location for the billboard was proposed on the Builders Mark property; and

WHEREAS, the lease with the property owner was made for 25 years and to bring the license and the lease into conformity approve the amendment to the Clear Channel license; and

WHEREAS, the City Council finds this amended license agreement to be in the best interests of the City and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WINDCREST, TEXAS that the amended License Agreement between the City and Clear Channel, which is attached to this resolution, is hereby approved. The City Manager is authorized to execute said license agreement and to execute any documents necessary to accomplish the intent of this resolution and the license agreement.

DULY PASSED AND APPROVED, on the ____ day of _____, 2022 at a regular meeting of the City Council of Windcrest, Texas, which was held in compliance with the Open Meetings Act, Tex. Gov't Code § 551.001, et. Seq. at which meeting a quorum was present and voting.

CITY OF WINDCREST, TEXAS

Dan Reese, Mayor

ATTEST:

Rachel Dominguez, City Secretary

APPROVED:

Ryan S. Henry, City Attorney

AMENDMENT TO LICENSE

THIS LICENSE AMENDMENT (this "Amendment"), dated to be effective this 1st day of December 2021 (the "Effective Date"), is made and entered into by and between CLEAR CHANNEL OUTDOOR, LLC, a Delaware limited liability company ("Licensee"), and CITY OF WINDCREST ("Licensor").

RECITALS

- A. Licensor and Licensee (collectively, the "Parties" and each, individually, a "Party") have entered into the following agreement: LICENSE dated August 1, 2021 (as it may have been amended, the "Lease").
- B. Pursuant to the Lease, Licensee is leasing from Licensor certain real property described therein for the purpose of maintaining and operating outdoor advertising structures.
- C. The Parties desire to amend and modify certain terms of the Lease as provided herein.

AGREEMENTS

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Except as otherwise defined herein, capitalized terms used in this Amendment shall have the meanings assigned to such terms in the Lease.
2. Item #2 of the license is hereby amended to replaces the first sentence as follows:
"This License shall be in effect commencing upon the date this License is fully executed and shall continue for an initial term of twenty five (25) years, beginning on the day the structure becomes operational ("Commencement Date")."
3. The rent to be paid by Licensee for the extended term for years 21 thru 25 will be Ninety Five Thousand Five Hundred and Four Dollars (\$95,504.00).
4. Except as amended or modified hereby, all other terms of the Lease shall remain unaltered and in full force and effect.
5. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Effective Date.

LICENSEE:

CLEAR CHANNEL OUTDOOR, LLC, a Delaware limited liability company

By: _____
Name: Luis de la Torre
Title: President/GM – San Antonio Division

LICENSOR:

CITY OF WINDCREST

By: _____
Name: _____
Title: _____

LICENSE

This License ("License") is dated effective as of August __, 2021 (the "Effective Date"), and entered into by and between CITY OF WINDCREST, TEXAS ("Licensor") and CLEAR CHANNEL OUTDOOR, LLC., a Delaware limited liability company ("Licensee").

BACKGROUND

WHEREAS, Licensee, as tenant, and ATHON MINOR, LTD ("Owner"), as landlord, entered into that certain a Lease Agreement attached hereto and incorporated herein as Exhibit "A" (the "Lease") whereby Owner leased to Licensee the Premises, which Premises is described in the Lease and constitutes a portion of the real estate commonly known as 7900 and/or 7876 IH35, Windcrest, TX, situated in the County of Bexar in the State of Texas whose legal description is described in the Lease (the "Property");

WHEREAS, Licensee has assigned its possessory rights and interest in the Lease to Licensor pursuant to that certain Limited Assignment of Lease dated of even date herewith attached as Exhibit "B" hereto; and

WHEREAS, Licensor now desires to license and sublease the Premises to Licensee on the terms and conditions set forth herein.

WHEREAS, Licensee recognizes this License is part of the City's governmental operations of regulating sign operations, rights-of-ways, streets and roads, zoning, and other associated police powers. The City Council's decision is a final legislative determination. By granting the License, and any required easements, leases, or other agreements, the City is not entering into a contract for goods or services but is providing a license to utilize public controlled property for a limited use. All easements, leases, or other agreements entered into between Clear Channel and the City in order for Clear Channel to be compliant with the City's Code of Ordinances are not separate agreements but are incorporated and part of the Sign License.

NOW THEREFORE, the parties hereto, intending to be legally bound, hereby agree as hereinafter set forth:

1. Licensor hereby licenses and subleases to Licensee all of Licensor's rights and obligations under the Lease including specifically the use of the Premises for the purpose of erecting, maintaining, operating, improving, supplementing, posting (whether physically, digitally or via other remotely changeable technology), illuminating, repairing, repositioning and/or removing a two sided 14'x48' nominally sized billboard structure(s), including, without limitation, fixture connections, electrical and broadband supply and connections, panels, signs, copy and any other equipment and accessories as Licensee may place thereon ("Structure"). This License includes all necessary rights of ingress and egress. Licensee must operate the billboard face(s) as digital but may request the billboard face be printed, subject to City Council approval at any time during this agreement. Licensee shall remain primarily liable to Owner as the tenant under the Lease notwithstanding the terms of the Assignment.

2. This License shall be in effect commencing upon the date this License is fully executed and shall continue for an initial term of twenty (20) years, beginning on the day the structure becomes operational ("Commencement Date"). If for any reason Licensee is unable to either

complete construction of the Structure and/or fails to obtain the necessary governmental authorizations to operate the Structure, Licensee may terminate this License immediately upon notice to Licensor. The Commencement Date for the Structure shall be not be later than six (6) months after the date of execution of this License. If the Commencement Date exceeds the above requirement, the Licensor may terminate the License.

3. Upon the Commencement Date for this Structure license payments shall begin and, on subsequent anniversaries continue at the following rates:

Year	Fees	Year	Fees	Year	Fees	Year	Fees
1	\$75,000	6	\$78,750	11	\$82,688	16	\$86,822
2	\$75,000	7	\$78,750	12	\$82,688	17	\$86,822
3	\$75,000	8	\$78,750	13	\$82,688	18	\$86,822
4	\$75,000	9	\$78,750	14	\$82,688	19	\$86,822
5	\$75,000	10	\$78,750	15	\$82,688	20	\$86,822

4. In addition to the annual payments provided above, Licensee shall pay to Licensor a one-time payment of \$75,000.00 within twenty (20) days following the Commencement Date (the "Up-Front Payment Date"). In the event this License is cancelled by Licensee for grounds permitted in this License prior to the Up-Front Payment Date, Licensee shall not be required to pay any amounts to Licensor hereunder or under this License.

5. Continuously throughout the term of this License, in addition to the other specific requirements imposed upon Licensee herein and by law, Licensee shall:

- (a) subject to the freedom of speech provisions of the United States and Texas Constitutions, reject advertising that is for sexually oriented businesses, offensive, and in particular, the posting of obscene words and pictures.
- (b) conform its digital structure to the structure detail shown in the attached Exhibit "C" provided that Licensee shall have the right, in its sole discretion to modify the displays set forth on the Structure from digital to traditional static displays from time to time as Licensee may elect;
- (c) satisfy the insurance requirements described in Exhibit "D";
- (d) comply with all applicable federal, state and municipal legal requirements, including, without limitation, the City of Windcrest Code of Ordinances;
- (e) comply with current best available digital-billboard technologies, including but not limited to, remote diagnostic and maintenance capability, "Amber Alert" capability, automatic brightness adjustment to ambient lighting conditions, UL and IEC approval, color calibration to insure consistent image quality, remote shutdown capability, regularly scheduled onsite maintenance, internal service access for safety and improved appearance, anchoring mechanism and support system;

- (f) pay all costs of Licensor and Licensee for planning, engineering, permitting, installing, operating and maintaining the Structure;
- (h) provide forty (40) hours per year without charge between the hours of 6:00a.m. and midnight for City of Windcrest' messages and public service announcements (display time will be "space available" only and only at the advance request of Licensor). Licensor shall be responsible for providing Licensee with approved non-commercial advertising copy which may be updated by Licensor at any time. All copy must be submitted to Licensee at least five (5) days before the proposed display date and will be subject to Licensee's standard advertising copy rejection and removal policies, which allow Licensee, in its sole discretion, to approve or disapprove copy and remove copy once posted or displayed. Licensor shall not assign, charge for, or exchange goods or services for, any space on Structure. If at any time during this agreement Licensee removes the digital sign face(s) from the sign structure(s), for any reason, the space available copy in this section shall not apply. Any unused space will be forfeited and shall not roll over.
- (i) remedy the release of any hazardous substances caused by Licensee's activities; and
- (j) provide surveys acceptable to Licensor detailing Licensee's placement of the Structure on the ground.

6. Licensee is and shall remain the owner of the Structure until Licensee no longer has any rights to use or possess the Premises whether (1) under this License, or any extension, renewal, or modification of this License, (2) by operation of law; (3) as a hold-over Licensee; or (4) as such right is otherwise held by Licensee, provided, however, that Licensee has the right to remove the Structure at any time or within one hundred twenty days (120) following the termination of such right to use or possess the Premises. If for any reason, Licensee's Structure is involuntarily removed, materially damaged or destroyed, or cannot be operated as digital billboards, all license payments shall cease until the Structure is rebuilt and all necessary governmental authorizations are obtained to operate the Structure provided that if license payments are not resumed within 6 months, this License may be terminated by Licensor. If a Structure is removed for any reason, only the above-ground portions of the Structure must be removed and the surface area returned to its original condition. Licensee has the sole right to make any necessary applications with, and obtain permits from governmental entities for the construction, use and maintenance of a Structure during the term of this License. All such permits and other rights to outdoor advertising on the Premises shall remain the property of Licensee. Licensee shall have no obligation to pursue any zoning matter or to continue to maintain any permit. Any such action shall be at Licensee's option.

7. Licensor and Licensor's agents, employees or other persons acting on Licensor's behalf, shall not place or maintain any object on the Property or any property within 500 feet of the Property which would obstruct the view of the advertising copy or display on the Structure. If Licensor fails to remove the obstruction within fifteen (15) days after notice from Licensee, Licensee may cancel this License and receive all section 3 pre-paid license payments for any unexpired term of this License. Licensee may trim any trees and vegetation currently on the Property and on any neighboring property owned or controlled by the Licensor as often as

Licensee deems appropriate to prevent obstructions. Without limiting the foregoing, Licensor shall restrict the Property or any neighboring property owned or controlled by Licensor within 500 feet from being used for off-premise advertising pursuant to the applicable federal, state, or local law. Licensor shall assist with the enforcement of any rights subleased to Licensee hereunder relating to the Lease.

8. If, in a reasonable person's opinion: (a) the view of the Structure advertising copy becomes entirely or partially obstructed, (b) electrical service is unavailable for more than fifteen (15) calendar days, (c) the Property cannot safely be used for the erection or maintenance of the Structure for any reason, (d) the Property becomes unsightly pursuant to local ordinance, (e) there is a permanent diversion, reduction or change in directional flow of traffic from the street or streets currently adjacent to or leading to or past the Property, (f) the Structure's value for advertising purposes is substantially diminished, (g) Licensee is unable to obtain or maintain any necessary permit for the erection, use and/or maintenance of the Structure, or (h) the Structure's use is prevented or restricted by law; then Licensee may immediately at its option cancel this License and receive a refund of any unearned pre-paid license payments for any unexpired term of this License.

10. Licensor represents that it has the authority to enter into this License. Either party reserves the right to terminate this License if the other fails to remedy a breach of the terms of this License. Such termination will not be effective unless thirty (30) days written notice and opportunity to cure has been provided. In addition, Licensor and Licensee shall not fail to remedy a breach under the Lease caused by such party following receipt of notice thereof and an opportunity to cure same. Licensor shall use all required efforts to allow Licensee to enforce any breach or violation of Landlord under the Lease.

11. THE LICENSEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE LICENSOR, ITS OFFICERS, OFFICIALS, EMPLOYEES, AND VOLUNTEERS FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEY FEES, ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, CAUSED IN WHOLE OR IN PART BY ANY INTENTIONAL OR NEGLIGENT ACT OR OMISSION OF LICENSEE, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED OR ENGAGED BY IT, OR ANYONE FOR WHOSE ACTS IT MAY BE LIABLE, EXCEPT WHERE CAUSED BY THE WILLFUL MISCONDUCT OF THE LICENSOR.

12. This License is binding upon the assigns and successors of both Licensor and Licensee. Licensor agrees not to assign this License to any competitor of Licensee during the term of this License without Licensee's prior written permission. Licensee shall not have the right to assign or sublet this License.

13. Any notice to any party under this License shall be in writing sent by certified or registered mail, and shall be effective on the earlier of (a) the date when delivered and receipted for by a person at the address specified within this License, or (b) the date which is three (3) days after mailing (postage prepaid) by certified or registered mail, return receipt requested, to such address; provided, that in either case notices shall be delivered to such other address as shall have been specified in writing by such party to all parties hereto prior to the notice being

delivered. Licensee shall have the right to send notice on behalf of Licensor to Owner for any breach or violation of Owner under the Lease.

14. This License shall be governed exclusively by the provisions hereof and by the laws of the State of Texas and the ordinances of the City of Windcrest. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this License shall be brought against any of the parties only in the courts of Bexar County, Texas, or, if it has or can acquire jurisdiction, in the United States District Court for the Western District of Texas, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. If suit is brought or an attorney is retained by any party to this License because the other party breached this License, the prevailing party shall be entitled to reimbursement for reasonable attorneys' fees and all related costs and expenses.

15. Neither Licensor nor Licensee shall be bound by any terms, conditions or oral representations that are not set forth in this License. This License represents the entire agreement of Licensee and Licensor with respect to the Structure and the Premises and supersedes any previous agreement. Upon written request by Licensee, Licensee and Licensor will execute and Licensee may record a memorandum of this License in form acceptable to Licensee and Licensor. Licensor hereby grants Licensee all rights necessary to record a memorandum of this License without Licensor's signature. Licensee acknowledges that Licensor is a governmental entity and all documents submitted to Licensee are subject to the requirements of the Texas Public Information Act. Licensor shall have no obligation to Licensee to prevent the disclosure of this License and related documents.

16. This License is nonexclusive so that Licensor may enter into license agreements with other licensees and/or Licensee for the installation of additional digital sign structures in other locations in the City of Windcrest so long as such additional locations meet the spacing requirements of applicable law.

17. This License imposes a duty on Licensee to follow all applicable federal, state, and local laws governing the installation, erection, and operation of the Structure.

CLEAR CHANNEL OUTDOOR, INC.

By: 
Name: Luis de la Torre
Title: President/GM San Antonio
Address: 3714 N. Pan Am Expressway
San Antonio, Texas 78219

CITY OF WINDCREST

By: 
Name: _____
Title: _____
Address: _____

EXHIBIT A - The Lease

CLEAR CHANNEL OUTDOOR, LLC LEASE AGREEMENT

Lease No: 30257

Lease Rep: 111

Effective Date: 9/15/2021

1. **Parties & Leased Property.** This Lease Agreement ("Lease") is effective as of **September 15, 2021** (the "Effective Date") and entered into between ANTHON MINOR, LTD, a Texas limited partnership ("Landlord") and CLEAR CHANNEL OUTDOOR, LLC, a Delaware limited liability company ("Tenant"). Landlord hereby leases to Tenant a "Specific Area" (of 36 square feet) out of a "Greater Tract" of real property with such "Greater Tract" being commonly known as 7900 and/or 7876 IH35, Windcrest, TX in the County of Bexar in the State of Texas, said "Greater Tract" being further described in attached Exhibit - A. Only the "Specific Area" and the "Air Rights Area" (defined herein) will be known as the ("Property") within this Lease, this "Specific Area" to be known as the Property in this Lease is defined as the 36 square ft. located and defined on the attached Exhibit - B, and the "Air Rights Area" to be known as the Property in this Lease is defined as the air rights encompassing and surrounding the displays as more particularly described on the attached Exhibit B-1. The Property is leased for the purpose of erecting, maintaining, operating (whether physically on-premise or via remotely changeable off-premise technology), improving, supplementing, posting, painting, illuminating, repairing, repositioning and/or removing a digital outdoor advertising structure), including, without limitation, wireless communications equipment, fixture connections, electrical supply and connections, panels, signs, copy and any equipment and accessories as Tenant may place thereon (collectively, the "Structures"). Tenant may elect in its sole discretion at any time and from time to time during the term of this Lease, to convert and operate any advertising face on the Structures as digital, static, or any combination thereof. If Tenant is required by a governmental authority to convert one or both of the displays and Landlord does not agree to alter the amount of rent, Tenant shall have the right to terminate this Lease by providing Landlord with sixty (60) days' prior written notice. Tenant shall have rights across the Greater Tract for access to the Property from the right-of-way, access for utilities, and visibility as set forth in the form of the Grant of Easements and Declaration of Restrictions between Landlord and Tenant dated September 15th, 2021, and recorded as Instrument Number 20210266401 attached as Exhibit-E ("Declaration"). This Lease is expressly contingent on executing the Declaration concurrently with the signing of the Lease and recording the same in the Official Records of Bexar County upon full execution of this Lease.
2. **Additional Tenant's Work.** Tenant acknowledges and agrees that Tenant shall, at Tenant's sole cost and expense, relocate a portion of the existing gas line that runs across the Specific Area to a location that is approximately four (4) feet from each side of the Specific Area to north, south and west and repair all damage to the Greater Tract caused by such relocation, restoring the same to its original condition, ordinary wear and tear excepted (collectively, "Tenant's Work"). Landlord hereby grants a temporary construction easement across that portion of the Greater Tract necessary to complete Tenant's Work until such time that Tenant's Work is completed. Tenant shall be responsible for all details, design and permits for Tenant's Work, and Landlord shall execute such instruments and other agreements and take such additional action as Tenant may reasonably request, at no out-of-pocket cost to Landlord, in connection with Tenant's Work. Tenant shall provide two (2) business day prior written notice to Landlord of the commencement date of Tenant's Work and once commenced, Tenant shall diligently pursue completion of the same. Tenant's Work shall be constructed and completed in a good and workmanlike manner in strict compliance with all applicable laws, codes, orders, ordinances, rules and regulations of all federal, state, county and municipal authorities having jurisdiction with respect thereto. Tenant shall defend, indemnify and save and hold harmless Landlord, its employees, contractors and agents and, at Landlord's request, the holder(s) of any mortgage(s) encumbering the Greater Tract from and against any and all injuries, losses, claims, actions, damages, liabilities and expenses (including reasonable attorney's fees and costs) resulting from any acts or omissions of Tenant or Tenant's contractors in the construction of the Tenant's Work, or any part, component or aspect thereof. Tenant shall not be obligated to indemnify Landlord, or such employees, contractors, agents, mortgagee(s) against liability arising from their neglect, intentional or willful acts.
3. **Term & Rent Commencement.** This Lease shall be in effect commencing on the Effective Date for a term ("Term") that is **25 years** following the "Rent Commencement Date", defined as either (i) the first day of the month after the date construction of the Structures is completed and all requisite governmental and private permits and approvals are obtained for Tenant's operation of the Structures and the Structures are connected to a permanent power supply and capable of displaying digital advertising, or 90 days from the Effective Date whichever is the earlier. If a governmental or quasi-governmental entity acquires the property, then this Lease shall automatically be extended to the date which is 30 years from the closing date of said acquisition with rental amounts escalated prorata and proportionately per the Rent Schedule attached for any future years not covered by this Rent Schedule for any of those extended 30 years.

4. **Rent & Additional Rent.** Beginning on the Effective Date, Tenant shall pay Landlord rent in the amount of One Hundred Dollars (\$100.00) for the period of time prior to the Rent Commencement Date, if any. Beginning on the Rent Commencement Date, Tenant shall pay Landlord rent in the applicable amount and pursuant to the terms set forth on the "Rent Schedule" attached as Exhibit-C. During the portion of the term occurring from and after the Rent Commencement Date, Tenant shall pay to the appropriate authority, when due, all taxes, assessments and other governmental charges, assessed against the Structures, Property and any improvements related to the Structures (Billboard Related Tax), and all general and special, ordinary and extraordinary, of any kind and nature whatsoever, including, but not limited to, assessments for public improvements or benefits which shall during the Term hereof be paid, assessed, levied, imposed upon or become due and payable relating to the Property ("Real Estate Taxes") Notwithstanding the foregoing, in the event Landlord is unable to obtain a separate tax parcel for the Property or the separate tax parcel has not yet been created at the time rent is due, upon receipt of written notice from Landlord, Tenant shall pay to Landlord Tenant's pro rata share of the Real Estate Taxes for the Greater Tract in equal monthly installments on or before the first day of each calendar month. Tenant's pro rata share of Real Estate Taxes shall be determined by multiplying the Real Estate Taxes by a fraction, the numerator of which shall be the total rentable floor area of the Property and the denominator of which shall be the total rentable floor area of all the buildings on the Greater Tract.
5. **Advertising Space.** Tenant shall provide forty (40) hours per year for each sign face without charge between the hours of 6:00a.m. and midnight for advertising space for Landlord and any of Landlord's tenants leasing the Greater Tract at the time of the request (display time will be "space available" only and only at the advance request of Landlord only) and be made available proportionately each month as best as space is available with Tenant's paying billboard clients getting priority as determined by the Tenant. If this sign location does not have available ad space, then Tenant will apply the requested advertising space to another billboard sign operated by Tenant in the area. Landlord shall be responsible for providing Tenant with approved advertising copy which may be updated by Tenant at any time. All copy must be submitted to Tenant at least five (5) days before the proposed display date and will be subject to Tenant's standard advertising copy rejection and removal policies, which allow Tenant, in its sole discretion, to approve or disapprove copy and remove copy once posted or displayed. Landlord shall not assign, charge for, or exchange goods or services for, any space on Structures. If at any time during this agreement Tenant removes the digital sign face(s) from the Structures for any reason, the space available copy in this section shall not apply. Any unused space will be forfeited for that year and shall not roll over.
6. **Extension of Term & Transfer of Property.** This Lease shall continue in full force and effect for its initial term and thereafter for successive like terms, unless not less than ninety (90) days (and no more than one-hundred twenty (120) days) before the end of any such initial or subsequent successive like term Landlord or Tenant gives notice of termination. Landlord shall have the right to sell, assign, hypothecate, place a mortgage or transfer this Lease in any manner Landlord shall choose and the Tenant shall cooperate in all ways to facilitate such transfer or hypothecation and maintain its agreements and obligations herein towards any new owner, new landlord, landlord authority or lender. Landlord shall have the right to separate this Lease and the Property from the Greater Tract and sell, assign, hypothecate, place a mortgage or transfer ownership of either the Greater Tract or portions of the Greater Tract or this Lease and the Property defined herein as Landlord or his assigns shall desire and Tenant shall cooperate in any such transfer or lending activity. If ownership of the Property changes, Landlord shall promptly deliver written notice to Tenant of such change, including an IRS Form W-9 for the new owner and evidence of the ownership transfer (collectively, "Ownership Transfer Documents") Landlord acknowledges that Tenant will be unable to deliver rents to the new owner until Tenant's receipt of the Ownership Transfer Documents. Any delay in rent payments as a result of Landlord not delivering the Ownership Transfer Documents shall not be a default under this Lease nor be subject to any late penalty or interest. Prior to transferring ownership of the Property, Landlord shall furnish the new owner with a true and correct copy of this Lease.
7. **Permits.** Tenant has the sole right to make any necessary applications with, and obtain permits from, governmental entities for the construction, use, maintenance, and removal of the Structures, and Landlord shall reasonably cooperate at no cost to Landlord. All such permits shall remain the property of Tenant. Tenant may elect, but shall have no obligation, to pursue any zoning matter or to continue to maintain any permit. Tenant is the owner of the Structures under this Lease and has the right to remove the Structures at any time or within sixty (60) days following the termination or expiration of this Lease. Tenant may not unreasonably interfere with the business operations of the tenants or occupants on the Greater Tract. If for any reason not caused by Tenant, the Structures are removed, materially damaged or destroyed, all rent payments shall not cease, Tenant shall use its best efforts to pursue all local and state permits for replacement of the Structure. If, Tenant is unsuccessful in getting the permits then Tenant shall have the right to terminate this Lease with ninety (90) days' notice. If the Structures are removed for any reason, unless Landlord advises otherwise at the time of removal, only the above-ground portions of the Structures

need be removed and the area immediately surrounding the foundation shall be restored, reasonable wear and tear excepted

8. **No Obstruction of Property:** Landlord and Landlord's tenants, agents, employees or other persons acting on Landlord's behalf ("Landlord and his agents"), shall not place or maintain any object on the Property or any neighboring property owned or controlled by Landlord which, in Tenant's reasonable opinion, would obstruct access to the Structures on the Property. If Landlord fails to remove the obstruction within ten (10) business days after notice from Tenant, Tenant may in its sole discretion (a) remove the obstruction at Landlord's expense, or (b) reduce the rent to fifty percent (50%) of Base Rent while the obstruction continues. Tenant may trim any trees and vegetation currently on the Property and on any neighboring property owned or controlled by the Landlord as often as Tenant in its sole and reasonable discretion deems appropriate to prevent obstructions, provided the same complies with all applicable laws and regulations.
9. **Tenant's Termination Rights.** If, in Tenant's sole and reasonable opinion, for any reason not caused by Tenant (a) the view of the Structures' advertising copy becomes entirely or partially obstructed, (b) access to the Structures is unavailable, (c) electrical service or illumination is unavailable or restricted, (d) the Property cannot safely be used for the erection or maintenance of the Structures for any reason, (e) the Property becomes unsightly, (f) there is a diversion, reduction or change in directional flow of traffic from the street or streets currently adjacent to or leading to or past the Property, (g) the Structures' value for advertising purposes is diminished, (h) Tenant is unable to obtain or maintain any necessary permit for the erection, use and/or maintenance of the Structures, or (i) the Structures' use is prevented or restricted by law, or Tenant is compelled or required by any governmental entity to reduce the number of billboards operated by it in the city, county or state in which the Structures are located (other than pursuant to mutual agreement), then Tenant may immediately cancel this Lease and receive all pre-paid rent for any unexpired term of this Lease.
10. **Condemnation.** If the Structures or the Property, or any part thereof, is condemned by proper authorities, taken without the exercise of eminent domain, whether permanently or temporarily, or any right-of-way from which the Structures are visible is relocated, Tenant shall have the right to terminate this Lease upon not less than thirty (30) days' notice and to receive all pre-paid rent for any unexpired term of this Lease. Tenant shall be entitled to all compensation from these proper authorities not the Landlord and other remedies provided by law, including, without limitation, just compensation from these proper authorities not the Landlord for the taking of the Structures, value of permits, if any, and Tenant's leasehold interest in this Lease, and/or relocation assistance provided that in no event shall Tenant's award diminish the award available to Landlord on the Property. Landlord shall assert no rights in Tenant's interests, but may seek and receive its own Landlord compensation from these proper authorities for the Landlord's value of interests and income that is lost related to having this Lease and due to the condemnation or taking activities of these proper authorities. If condemnation proceedings are initiated, Landlord shall include Tenant as a party thereto. No right of termination set forth anywhere in this Lease may be exercised prior to the sale to any entity with the power of eminent domain or by or for the benefit of any entity with the power of eminent domain. Neither party may apportion the other party's awarded interest without the express written consent of said party.
11. **Indemnification.** Landlord represents that it is the owner (or owner's authorized agent) of the Property, and both Landlord and Tenant represent to the other party that it has the authority to enter into this Lease. Landlord shall defend and indemnify Tenant, its parents and affiliates from any claims, demands, attorneys' fees, costs and expenses made against or incurred by Tenant as a result of Landlord's breach of this provision and from all injuries to Structures or third persons resulting from the acts or omissions of Landlord, Landlord's employees, agents, licensees and contractors. In addition, Landlord agrees to immediately reimburse Tenant for any rent that was improperly received by Landlord as a result of its breach of this provision. Tenant shall indemnify, defend and hold Landlord and its partners and owners harmless from any and all claims, actions, damages, liability and expense including court costs and reasonable attorneys' fees suffered, paid or incurred by Landlord: (1) in connection with loss of life, personal injury and/or damage to property arising from or out of the Structures, Tenant's acts or omissions on the Property or operation of the Structures unless such claim, action, damage, liability or expense is the result of the intentional and willful misconduct or the negligence of Landlord, or (2) from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed under this Lease. In addition, Tenant shall indemnify and hold Landlord harmless from all damages or injuries on the Property, the Greater Tract improvements or third persons resulting from the negligent acts or omissions of Tenant, Tenant's employees, agents, licensees and contractors.

12. **Subordination.** If the Property or the Greater Tract is currently encumbered by a deed of trust or mortgage, ground lease or other similar encumbrance, Landlord shall deliver to Tenant on or before the Commencement Date a non-disturbance agreement in a form reasonably acceptable to Tenant

13. **Landlord Address for Rent Payment.** If (a) Tenant has not been informed of the current address of Landlord or its authorized agent, or (b) two or more of the monthly payments sent by Tenant are not deposited by Landlord within ninety (90) days after the last such payment is sent by Tenant, then no further rent shall be payable hereunder for the period commencing with the due date of the first such payment not deposited and continuing until Landlord (i) gives Tenant notice of its business address or that of its authorized agent or (ii) deposits all previous payments. In either case, Tenant's rent obligations shall be reinstated retroactively as if neither event described in (a) or (b) of this section had occurred, and such action will not be considered a breach of the Lease by Tenant

14. **Successors and Assigns.** This Lease is binding upon the heirs, assigns and successors of both Landlord and Tenant. Landlord has the absolute right to sell, assign, transfer or hypothecate the Greater Tract or any portion of the Greater Tract or the Property and assign, transfer or hypothecate this Lease however, Landlord agrees not to assign this Lease to any competitor of Tenant without Tenant's written permission. Tenant shall have the absolute right to assign the Lease, however, if Tenant subleases the Property, Tenant shall not be released from its obligations hereunder.

15. **Notices.** Any notice to any party under this Lease shall be in writing by commercial carrier, certified or registered mail, and shall be effective on the earlier of (a) the date when delivered and receipted for by a person at the address specified below, or (b) the date which is three (3) days after mailing (postage prepaid) by commercial carrier, certified or registered mail, return receipt requested, to such address, provided that in either case notices shall be delivered to such other address as shall have been specified in writing by such party to all parties hereto prior to the notice being delivered.

If to Landlord:
Anthon Minor, Ltd
c/o Mr. Ted Alexander, Pres. Of GP
614 C South Business IH35, Box 18
New Braunfels, TX 78130-4741

If to Tenant
Clear Channel Outdoor, LLC
Attn: Vice President, Real Estate
3714 N Pan Am Expressway
San Antonio, TX 78219

With a copy to:
Theodore R. Timm
Timm & Garfinkel, LLC
770 Lake Cook Rd., Suite 150
Deerfield, IL 60015

With a copy to
Clear Channel Outdoor, LLC
Attn: Legal Department
2325 East Camelback Road, Ste 400
Phoenix, AZ 85016

16. **Governing Law.** Lease shall be governed exclusively by the provisions hereof and by the laws of the state and county in which the Property is located, as the same may from time to time exist without regard to conflicts of law provisions. If suit is brought (or arbitration instituted) or an attorney is retained by any party to this Lease because the other party breached this Lease, the prevailing party shall be entitled to reimbursement for reasonable attorneys' fees and all related costs and expenses. Each of Landlord and Tenant irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or related to this Lease or the transactions contemplated hereby. Neither party shall be liable for punitive damages arising under or related to this Lease

17. **Miscellaneous.**

A. **Entire Agreement.** Neither Landlord nor Tenant shall be bound by any terms, conditions or oral representations that are not set forth in this Lease. This Lease represents the entire agreement of Tenant and Landlord with respect to the Structures and the Property and supersedes any previous agreement

B. **Interpretation.** Landlord and Tenant agree and acknowledge that (i) this Lease has been freely negotiated

by both parties; and (ii) in the event of any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Lease, or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Lease or any portion thereof.

C. Memorandum of Lease. Landlord hereby grants Tenant all rights necessary to record a memorandum of this Lease in the form attached hereto as Exhibit D with Landlord's signature not to be unreasonably withheld. Landlord shall execute such memorandum within ten (10) business days of written request from Tenant.

D. Confidentiality. Landlord understands that the terms of this Lease are proprietary and confidential, and Tenant would be damaged by the unauthorized disclosure of the terms. Therefore, Landlord agrees not to disclose the terms to any third party unless such disclosure (1) has already been made in connection with discussions related to creation of the lease language and content or has or will be made in connection with related personal ownership's discussions for estate and will purposes, or (2) will be made in connection with the sale, assignment, hypothecation or transfer in any manner of this Lease and its specified Property or the associated "Greater Tract", and provided that any recipient of such disclosure shall be informed that such information is confidential information under this Lease and shall be required to keep such information confidential. Notwithstanding the foregoing, Landlord shall not be responsible for any third party's treatment of this confidentiality related to those estate, sale, assignment, transfer and lending discussions. Such agreement shall survive the termination of this Lease.

18. **Insurance**. Insurance. Tenant shall maintain the following insurance coverage in amounts not less than specified and shall furnish Landlord with Certificates of Insurance evidencing compliance with the following minimum provisions:

a) Statutory Workers' Compensation including Employer's Liability Insurance, subject to limits of not less than \$1,000,000, affording coverage under the Workers Compensation laws of the applicable states.

b) Commercial General Liability Insurance for limits of not less than \$2,000,000 per occurrence Bodily Injury and Property Damage combined; \$2,000,000 per occurrence and \$4,000,000 general aggregate limit per location. The policy shall be written on an occurrence basis.

c) Automobile Liability Insurance with a limit of not less than \$1,000,000 combined and including all owned, non-owned and hired vehicles.

d) Umbrella Liability Insurance at not less than \$5,000,000 limit providing excess coverage.

e) Additional Insured Requirement: All policies above, with the exception of Workers' Compensation shall be endorsed to name Landlord as Additional Insureds with respect to any and all claims resulting from Tenant's operations and activities. Coverage shall apply on a primary and non-contributory basis regardless of any other insurance. All noted policies shall contain a Waiver of Subrogation in favor of Landlord and a 30-day Notice of Cancellation. Tenant shall provide a Certificate of Insurance with pertinent endorsements attached.

19. **Tenant Maintenance Obligations**. Tenant, at Tenant's sole cost and expense, and in a manner consistent with the standards of other comparable Structures located in the general vicinity of the Property, shall make all repairs and replacements to, and shall keep in good order, repair and condition, the Structure and the Property. Landlord shall have no maintenance obligations on the Property. Tenant shall comply with any certificate of occupancy relating to the Property, Structures and with all other laws, statutes, ordinances, orders, rules, regulations and requirements of all federal, state, county and municipal governments relating to the Property and Structures and Tenant's use thereof.

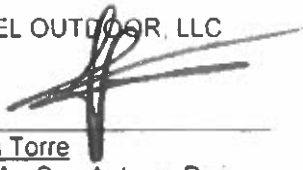
20. **Counterparts & Electronic Signature**. This Lease may be executed in one or more counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument. Facsimile or scanned pdf copies of the Agreement, which are identical copies of the original, shall be adequate for purposes hereof.

[SIGNATURE PAGE TO FOLLOW]

CCOA-Internal

Handwritten signature and initials in the bottom right corner of the page.

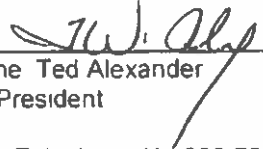
TENANT:
CLEAR CHANNEL OUTDOOR, LLC

By 
Name Luis de la Torre
Its President/GM - San Antonio Division

Telephone No 210 227-3451
Facsimile No 210 227-5024

LANDLORD:
ANTHON MINOR, LTD

By Its General Partner, Anthon Minor GP LC

By 
Name Ted Alexander
Its President

Telephone No 830 708-2866
Facsimile No _____
Tax ID No _____

Any provision herein which forbids the sale or use of the described real property because of race is voided and is unenforceable under Federal law.

STATE OF TEXAS, COUNTY OF BEXAR

I hereby certify that this instrument was FILED in the Public Records on the date and at the time stamped herein by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas etc.

AUG 30 2007

Sam Phillips
COUNTY CLERK BEXAR COUNTY, TEXAS

Doc# 26070206242 Fee: \$24.00
08/16/2007 4:36PM H Pages 3
Filed & Recorded in the Official Public
Records of BEXAR COUNTY
GERARD RICKOFF COUNTY CLERK

CCOA-Internal

EXHIBIT B
THE "SPECIFIC AREA"

Date: September 2, 2021
Project: 21377FN

Digital Billboard Pole 6' x 6' Specific Area

Field notes describing a Digital Billboard Pole 6' by 6' Specific Area out of 2.643 acres of land out of Lot 24, N.C.B. 12190, Simon Subdivision, City of San Antonio, Bexar County, Texas, plat recorded in Volume 7800, Page 9-13, Deed and Plat Records, Bexar County, Texas, described in Doc. 20070208242, Official Public Records, Bexar County, Texas, and being more particularly described as follows:

COMMENCING at a point for the southwest corner of said 2.643 acres in the east line of I.H. 35 from which a Type III TxDOT aluminum cap bears S 9°55'37"W, 343.37 feet;

THENCE N 9°55'37"E, 48.98 feet to a point in the west line of said 2.643 acres and in the east line of I.H. -35, from which a found Mag Nail in a retaining wall with a TxDOT washer at the flare corner into Walzem Road bears N 9°55'37"E, 653.90 feet;

THENCE S 80°04'23"E, 23.50 feet to a Mag Nail set for the southwest corner of this easement and the POINT OF BEGINNING;

THENCE N 9°55'37"E, 6.00 feet to a Mag Nail set for the northwest corner of this easement;

THENCE S 80°04'23"E, 6.00 feet to a Mag Nail set for the northeast corner of this easement;

THENCE S 9°55'37"W, 6.00 feet to a Mag Nail set for the southeast corner of this easement;

THENCE N 80°04'23"W, 6.00 feet to the POINT OF BEGINNING and containing 36 sq. ft. of land according to a survey made by McMichael Land Surveying on August 31, 2021 under my supervision.

Bearing reference is Texas State Plane Coord. System, South Central Zone.
Corresponding plat prepared.
21377FN-E.doc



Fred L. McMichael, R.P.L.S. No. 3682



2021

PROPOSED 60" DIA. DIGITAL BILLBOARD POLE 6'X6' SPECIFIC AREA

NOTES

ORIGIN OF BEARING IS TEXAS STATE
PLANE COORDINATE SYSTEM OF 1983,
SOUTH CENTRAL ZONE.
FINAL P.M. = 1/2" REBAR FOUND
SET P.M. = 1/2" REBAR SET WITH YELLOW
PLASTIC CAP STAMPED 'WOMLS 1982'
ELEVATIONS BASED ON NAVD 1988.
CORRESPONDING FIELDNOTES PREPARED

2.643 AC.
DOC. 20070208242

LEGEND

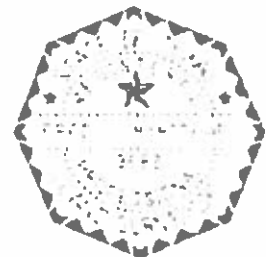
UV = UICC METER
AV = WATER METER
AT = AIR TIGHTNESS
CR = CREEP RECORDS
V400 = V400 A DIAL METER

ONLY USE 60" DIA.
DIGITAL BILLBOARD POLE
ON 6'X6' SPECIFIC AREA

NO.	BEARING	FEET
1	N 11° 55' 37" E	48.9
2	S 81° 04' 23" E	21.0
3	N 11° 55' 37" E	6.0
4	S 81° 04' 23" E	6.0
5	S 11° 55' 37" E	6.0
6	N 81° 04' 23" E	6.0

POINT OF
COMMENCEMENT

CLEAR CHANNEL OUTDOOR
SIGN SURVEY OF 2.643 ACRES
OF LAND OUT OF TOT 24 ACRES
SIMON SUBDIVISION, CITY OF SAN ANTONIO
BEXAR COUNTY, TEXAS, PLAT RECORDED
IN VOLUME 7800 PAGES 9-13, BDED
AND PLAT RECORDED BEXAR COUNTY
TEXAS, DESCRIBED IN DOC 20070208242
OFFICIAL PUBLIC RECORDS BEXAR
COUNTY, TEXAS



THIS IS THE
OFFICIAL PUBLIC RECORDS
BEXAR COUNTY, TEXAS
AND PLAT RECORDED BEXAR COUNTY
TEXAS, DESCRIBED IN DOC 20070208242

[Handwritten signature]

EXHIBIT B
THE "AIR RIGHTS AREA"

Date: September 2, 2021
Project: 21377FN

744 Sq. Ft. Air Rights Easement

Field notes describing a 744 sq. ft. Air Rights Easement being the projection of this 744 sq. ft. beginning at 60' above ground and including up to 80' out of 2.643 acres of land out of Lot 24, N.C.B. 12190, Simon Subdivision, City of San Antonio, Bexar County, Texas, plat recorded in Volume 7800, Page 9-13, Deed and Plat Records, Bexar County, Texas, described in Doc. 20070208242, Official Public Records, Bexar County, Texas, and being more particularly described as follows:

COMMENCING at a point in the east line of L.H. 35 and the southwest corner of said 2.643 acres from which a Type III TxDOT aluminum cap bears S 9°55'37"W, 343.37 feet;

THENCE N 66°57'38"E, 75.83 feet to the POINT OF BEGINNING and the southeast corner of this easement;

THENCE N 72°37'13"W, 50.42 feet to a point for the southwest corner of this easement;

THENCE N 9°55'37"E, 8.34 feet to a point for the northwest corner of this easement;

THENCE S 87°31'33"E, 50.42 feet to a point for the northeast corner of this easement;

THENCE S 9°55'37"W, 21.42 feet to the POINT OF BEGINNING and containing 744 sq. ft. of land according to a survey made by McMichael Land Surveying on August 31, 2021 under my supervision

Bearing reference is Texas State Plane Coord. System, South Central Zone
Corresponding plat prepared
21377FN-G.doc



Fred L. McMichael
Fred L. McMichael, R.P.L.S. No. 3682



744 SQ. FT. AIR RIGHTS ESMT. Being the Projection of This
744 sq. ft Beginning at 60' Above Ground and Including up to 80'

NOTES

BASE OF BEARING IS TEXAS STATE
PLANE COORDINATE SYSTEM OF 1983
SOUTH CENTRAL ZONE

1/2" PIN - 1/2" REBAR FOUND

SET PIN - 1/2" REBAR SET WITH YELLOW
PLASTIC CAP STAMPED "MCM'S 2082"

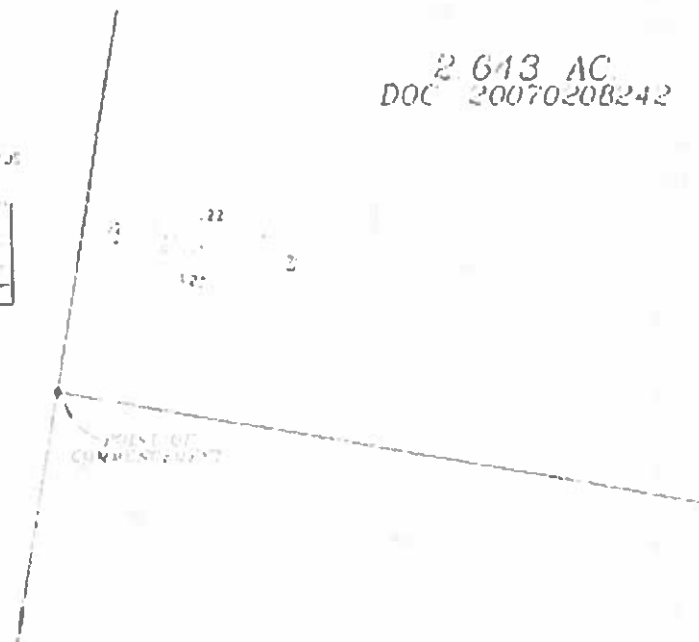
ELEVATIONS BASED ON NAVD 1989

CORRESPONDING FIELD NOTES PREPARED

LEGEND

BM - BENCH MARK
WM - WATER METER
AC - AIR CONDITIONER
DR - DEED RECORDS
MBM - MAIN & PLAT RECORDS

1.9	N 89°37'E	7.42
1.5	N 89°37'E	7.68
1.0	N 72°37'13"W	10.42
1.2	N 89°37'E	8.34
1.2	S 89°37'33"E	10.42



CLEAR CHANNEL OUTDOOR

SIGN SURVEY OUT OF 2.643 ACRES
OF LAND OUT OF LOT 24, N.C.B. 12190,
SIMON SUBDIVISION, CITY OF SAN ANTONIO,
BEXAR COUNTY TEXAS, PLAT RECORDED
IN VOLUME 7800, PAGES 9-13, DEED
AND PLAT RECORDS, BEXAR COUNTY,
TEXAS DESCRIBED IN DOC 20070208242
OFFICIAL PUBLIC RECORDS BEXAR
COUNTY TEXAS



STATE OF TEXAS
COUNTY OF DUAL

FRED L. McMICHAEL DO HEREBY CERTIFY THAT
THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY
MADE ON THE GROUND AND UNDER MY SUPERVISION

FRED L. McMICHAEL R.P.L.S. NO. 3082
SURVEYED SEPTEMBER 2, 2007
PROJECT NO. 213770

R.P.L.S. NO. 3082
mcmichaellandsurveying.com
MCMICHAEL LAND SURVEYING
907 DIXIE WAY, NEW BRAUNFELS TX 78130
EMAIL mcmichaellandsurveying@juno.com
(830) 832-6250 FIRM NO 10193080

EXHIBIT C

**RENTAL TERMS & SCHEDULE
BASE RENT**

Tenant shall pay to Landlord, as base rent for the Term ("Rent"), the applicable annual amount set forth in the table below. Such Rent shall be payable in twelve (12) equal monthly installments on or before the first day of each month, commencing on the Rent Commencement Date (prorated for any partial months).

<u>Lease Year</u>	<u>2 Digital Faces</u>
1	50,000
2	50,000
3	50,000
4	50,000
5	50,000
6	55,000
7	55,000
8	55,000
9	55,000
10	55,000
11	60,500
12	60,500
13	60,500
14	60,500
15	60,500
16	66,550
17	66,550
18	66,550
19	66,550
20	66,550
21	73,205
22	74,669
23	76,162
24	77,685
25	79,239



EXHIBIT D
Form of MEMORANDUM OF LEASE
[PLEASE SEE ATTACHED]

 JWG

WHEN RECORDED MAIL TO

CLEAR CHANNEL OUTDOOR, LLC
Attn: Legal Department
2325 East Camelback Road, Suite 400
Phoenix Arizona 85016

And to
Anthon Minor, Ltd
614 C South Business 35, Box 18
New Braunfels, Texas 78130

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "Memorandum") is made by Anton Minor, Ltd, a Texas Limited Partnership ("Landlord") whose address is 614 C South Business 1H35 Box 18 New Braunfels, TX 78130-4741 and CLEAR CHANNEL OUTDOOR LLC, a Delaware limited liability company ("Tenant"), whose address is 3714 N Pan Am Expressway, San Antonio, TX 78219 upon the following terms

- 1 Landlord is the owner of a described 38 square ft. area known as the "Specific Area" as legally described and shown on the attached Exhibit A. Landlord is also the owner of the greater tract of property, CAD # 502154, as legally described and shown on the attached Exhibit B (the "Greater Tract"), on which the Specific Area is located and over which Tenant also has air rights as legally described and shown on the attached Exhibit C (the "Air Rights Area").
- 2 Landlord and Tenant have entered into that certain CLEAR CHANNEL OUTDOOR LEASE AGREEMENT, dated September 15, 2021 (the "Lease"), wherein Tenant has leased the Specific Area, as well as the Air Rights Area encompassing and surrounding the displays which are part of the Structures, located on the Greater Tract for the construction, maintenance and operation of one or more outdoor advertising structures for a term beginning 9/15/2021, and continuing for a maximum period of 25 years, excluding extensions and renewals, if any.
- 3 Under the Lease, Tenant has the right to record this Memorandum with the signature of Landlord.
- 4 The purpose of this Memorandum is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed.

(SIGNATURE PAGE FOLLOWS)

CCOA-Internal



IN WITNESS WHEREOF, Tenant and Landlord have executed this Memorandum as of the 17th day of September 2021

TENANT

CLEAR CHANNEL OUTDOOR LLC, a Delaware limited liability company

By: [Signature]
Name: Luis de la Torre
Title: President/GM San Antonio

[INSERT WITNESS SIGNATURES IF REQUIRED IN YOUR STATE]

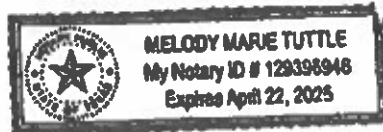
STATE OF Texas)
COUNTY OF Brewer) ss.

The foregoing instrument was acknowledged before me this 17th day of September, 2021 by Luis de la Torre, the President/GM San Antonio Branch of Clear Channel Outdoor LLC, a limited liability company, on behalf of said corporation.

[Signature]
Notary Public

My commission expires:

April 22, 2025



LANDLORD

Anthon Minor, Ltd

By Its General Partner, Anthon Minor GP LC

By: *Ted Alexander*
Name: Ted Alexander
Title: President

[INSERT WITNESS SIGNATURES IF REQUIRED IN YOUR STATE]

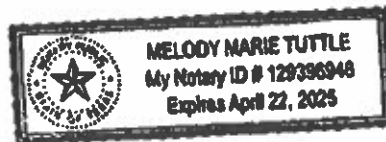
STATE OF Texas)
COUNTY OF Brewer) ss.

The foregoing instrument was acknowledged before me this 17th day of September, 2021 by Ted Alexander the President of Anthon Minor a LTD, on behalf of said corporation.

Melody Marie Tuttle
Notary Public

My commission expires:

April 22, 2025



CCOA-Internal

EXHIBIT A To Memorandum of Lease

Legal Description and Depiction of the Specific Area

Date: September 2, 2021

Project: 21377FN

Digital Billboard Pole 6' x 6' Specific Area

Field notes describing a Digital Billboard Pole 6' by 6' Specific Area out of 2.643 acres of land out of Lot 24, N.C.B. 12190, Simon Subdivision, City of San Antonio, Bexar County, Texas, plat recorded in Volume 7800, Page 9-13, Deed and Plat Records, Bexar County, Texas, described in Doc. 20070208242, Official Public Records, Bexar County, Texas, and being more particularly described as follows:

COMMENCING at a point for the southwest corner of said 2.643 acres in the east line of I.H. 35 from which a Type III TxDOT aluminum cap bears S 9°55'37"W, 343.37 feet;

THENCE N 9°55'37"E, 48.98 feet to a point in the west line of said 2.643 acres and in the east line of I.H.-35, from which a found Mag Nail in a retaining wall with a TxDOT washer at the flare corner into Walzem Road bears N 9°55'37"E, 653.90 feet;

THENCE S 80°04'23"E, 23.50 feet to a Mag Nail set for the southwest corner of this easement and the POINT OF BEGINNING;

THENCE N 9°55'37"E, 6.00 feet to a Mag Nail set for the northwest corner of this easement,

THENCE S 80°04'23"E, 6.00 feet to a Mag Nail set for the northeast corner of this easement;

THENCE S 9°55'37"W, 6.00 feet to a Mag Nail set for the southeast corner of this easement;

THENCE N 80°04'23"W, 6.00 feet to the POINT OF BEGINNING and containing 36 sq. ft. of land according to a survey made by McMichael Land Surveying on August 31, 2021 under my supervision.

Bearing reference is Texas State Plane Coord. System, South Central Zone
Corresponding plat prepared.
21377FN-F.doc



Fred L. McMichael, R.P.L.S. No. 3682

Handwritten initials "JLH" and a circled mark containing the letter "A".

PROPOSED 60" DIA DIGITAL BILLBOARD POLE 6'x6' SPECIFIC AREA

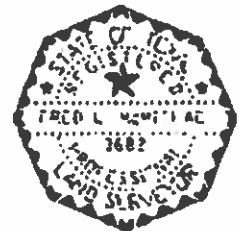
2 643 AC
DOC 20070208242

LEGEND

EV = ELEC METER
WV = WATER METER
A = AIR CONDITIONER
CH = COLD RECORDS
WSPR = WAP & P AT RECORDS

EAR H	AN
93037	4 3
10004 23	
9753	6 1
590 4 23	
9303 W	6 1
10004 23 W	1

POINT OF
COMMENCEMENT



STATE OF CALIFORNIA
DIVISION OF HIGHWAYS
FRED L. MICHAEL, SO HEREBY CERTIFY THAT
THIS PLAN WAS PREPARED FROM AN AC AT SIGN



7/24

EXHIBIT B To Memorandum of Lease

Legal Description of the Greater Tract

Any document which shall contain the text, or text of "as described and generally bounded" of land to be sold or otherwise sold, shall be filed in the office of the County Clerk of Bexar County, Texas, and the same shall be recorded in the Official Public Record of said County, Texas, and the same shall be a part of the same.

EXHIBIT "A"

AUG 30 2007

LEGAL DESCRIPTION



Serg. Heston
COUNTY CLERK BEXAR COUNTY, TEXAS

PARCEL ONE:

BEING 2.6424 ACRES (115,104 SQUARE FEET) OF LAND OUT OF LOT 24, NEW CITY BLOCK 1290, SIMON SUBDIVISION, IN THE CITY SAN ANTONIO, BEXAR COUNTY, TEXAS, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 7800, PAGE 9 THROUGH 13, INCLUSIVE, DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS SAID 2.6424 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED IN METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A FOUND CAPPED 1/2 INCH IRON ROD FOUND FOR THE COMMON WESTERLY CORNER OF LOTS 24 AND 26 IN THE EASTERLY LINE OF INTERSTATE HIGHWAY 35 (LOOP 410) (300 FEET WIDE),

THENCE NORTH 10 DEGREES 11 MINUTES 06 SECONDS EAST, ALONG SAID EASTERLY LINE OF INTERSTATE HIGHWAY 35 (LOOP 410) A DISTANCE OF 337.40 FEET TO A 5/8 INCH IRON ROD SET FOR THE NORTHWESTERLY CORNER,

THENCE NORTH 80 DEGREES 36 MINUTES 17 SECONDS EAST, A DISTANCE OF 311.32 FEET TO A P.K. NAIL SET FOR CORNER,

THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 327.26 FEET TO A P.K. NAIL SET FOR THE SOUTHEAST CORNER,

THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 103.15 FEET TO A 5/8 INCH IRON ROD FOUND FOR AN ANGLE POINT;

THENCE NORTH 79 DEGREES 48 MINUTES 00 SECONDS WEST, ALONG THE COMMON LINE OF LOT 24 AND 26, A DISTANCE OF 263.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.6424 ACRES (115,104 SQUARE FEET) OF LAND

PARCEL TWO

Together with the reciprocal and non-exclusive easements for ingress, egress, parking, utilities and construction, reconstruction, erection and maintenance of foundation, footings, supports, canopies, roofs, building and other overhangs or projections, awnings, alarm bells, signs, lights and lighting devices, utility vaults, stair-cases and other similar appurtenances to Parcel One above, created, defined and limited by that certain reciprocal operation and easement, agreement dated September 10, 1974, and recorded on October 1, 1974, in Volume 7451, Page 649, among Windsor Park Development Company, J. C. Penney Properties, Inc., Montgomery Ward Development Corporation, Dillard Department Stores, Inc., Construction Developers, Incorporated, Alstors Realty Corporation and Allied Stores of Texas, Inc., modified by agreement dated May 5, 1975, recorded in Volume 7693, Page 199, Bexar County Deed Records

Book 2377006243 Page 224 00
08/30/2007 4:30PM 5 Pages 3
Filed & Recorded in the Official Public
Records of BEXAR COUNTY
CLERK BEXAR COUNTY CLERK

CCOA-Internal

EXHIBIT C To Memorandum of Lease
LEGAL DESCRIPTION AND DEPICTION OF THE AIR RIGHTS AREA

EXHIBIT B-1
THE "AIR RIGHTS AREA"

Date: September 2, 2021
Project: 21377FN

744 Sq. Ft. Air Rights Easement

Field notes describing a 744 sq. ft. Air Rights Easement being the projection of this 744' sq. ft. beginning at 60' above ground and including up to 80' out of 2.643 acres of land out of Lot 24, N.C.B. 12190, Simon Subdivision, City of San Antonio, Bexar County, Texas, plat recorded in Volume 7800, Page 9-13, Deed and Plat Records, Bexar County, Texas, described in Doc. 20070208242, Official Public Records, Bexar County, Texas, and being more particularly described as follows:

COMMENCING at a point in the east line of I.H. 35 and the southwest corner of said 2.643 acres from which a Type III TxDOT aluminum cap bears S 9°55'37"W, 343.37 feet;

THENCE N 66°57'38"E, 75.83 feet to the POINT OF BEGINNING and the southeast corner of this easement;

THENCE N 72°37'13"W, 50.42 feet to a point for the southwest corner of this easement;

THENCE N 9°55'37"E, 8.34 feet to a point for the northwest corner of this easement;

THENCE S 87°31'33"E, 50.42 feet to a point for the northeast corner of this easement;

THENCE S 9°55'37"W, 21.42 feet to the POINT OF BEGINNING and containing 744 sq. ft. of land according to a survey made by McMichael Land Surveying on August 31, 2021 under my supervision.

Bearing reference is Texas State Plane Coord. System, South Central Zone
Corresponding plat prepared.
21377FN-G.doc



Fred L. McMichael
Fred L. McMichael, R.P.L.S. No. 3682



2/28

**744 SQ. FT. AIR RIGHTS ESMT. Being the Projection of This
744 sq. ft Beginning at 60' Above Ground and Including up to 80'**

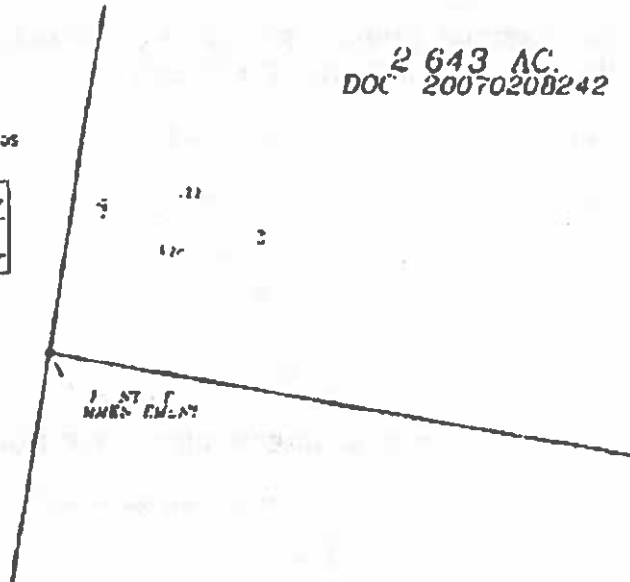
NOTES

BASE OF BEARING S TEXAS STATE
PLANE COORDINATE SYS EV OF '92
SOUTH CENTRAL ZONE
FND PIN - 1/2 REBAR FOUND
SE- PIN - 1/2 REBAR SET IN 1" YE-OW
PLASTIC CAP STAMPED 'MCM.S 3682'
ELEVATIONS BASED ON NAVD 1988
CORRESPONDING FIELD NOTES PREPARED

LEGEND

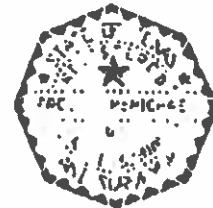
LM = G.L.C. METER
WM = WATER METER
AC = AIR CONDITIONER
DR = DEED RECORDS
M&P = MAP & PLAT RECORDS

LM	N 89° 33' 30" E	7.62
WM	N 89° 33' 30" E	7.62
AC	N 89° 33' 30" E	8.94
DR	N 89° 33' 30" E	8.94
M&P	N 89° 33' 30" E	8.94



CLEAR CHANNEL OUTDOOR

SIGN SURVEY OUT OF 2643 ACRE
OF LAND OUT OF LOT 24 NCB 12190.
SIMON SUBDIVISION CITY OF SAN ANTONIO.
BEXAR COUNTY, TEXAS PLAT RECORDED
IN VOLUME 7800 PAGES 9 13 DEED
AND PLAT RECORDS, BEXAR COUNTY
TEXAS, DESCRIBED IN DOC 20070208242
OFFICIAL PUBLIC RECORDS BEXAR
COUNTY, TEXAS



STATE OF TEXAS
COUNTY OF BEXAR

FRED L. McMICHAEL, DO HEREBY CERTIFY THAT
THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY
MADE ON THE GROUND AND UNDER MY SUPERVISION

Fred L. McMichael

FRED L. McMICHAEL R.P.L.S. NO. 3682
SURVEYED SEPTEMBER 2 2007
PROJECT NO. 213175

R.P.L.S. NO. 3682
mcmichaelandsurveying.com
McMICHAEL LAND SURVEYING
807 DIVINE WAY, NEW BRAUNFELS, TX 78130
EMAIL: mcmichaelandsurveying@juno.com
(830) 832 8259 FORM NO. 30183000

(A) sub

File Information

**eFILED IN THE OFFICIAL PUBLIC eRECORDS OF BEXAR COUNTY
LUCY ADAME-CLARK, BEXAR COUNTY CLERK**

Document Number: 20210263852
Recorded Date: September 22, 2021
Recorded Time: 8:47 AM
Total Pages: 9
Total Fees: \$54.00

**** THIS PAGE IS PART OF THE DOCUMENT ****

**** Do Not Remove ****

Any provision herein which restricts the sale or use of the described real property because of race is invalid and unenforceable under Federal law

STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was eFILED in File Number Sequence on this date and at the time stamped hereon by me and was duly eRECORDED in the Official Public Record of Bexar County, Texas on: 9/22/2021 8:47 AM



Lucy Adame-Clark
Lucy Adame-Clark
Bexar County Clerk

EXHIBIT E

RECORDED GRANT OF EASEMENTS AND DECLARATION OF RESTRICTIONS

[Please See Attached]

A handwritten signature in black ink, appearing to be "J. J. J. J. J." or similar, located in the bottom right corner of the page.

When Recorded, Return to:

Clear Channel Outdoor
2325 E. Camelback Rd, Suite 400
Phoenix, Arizona 85016

and

Anthion Minor, Ltd
614 C South Business 35, Box 18
New Braunfels, Texas 78130
Attn: Ted Alexander

GRANT OF EASEMENTS AND DECLARATION OF RESTRICTIONS

THIS GRANT OF EASEMENTS AND DECLARATION OF RESIRICTIONS ("Declaration") is made as of the 15th day of September, 2021, by ANTHON MINOR, LTD, a Texas limited partnership ("Grantor"), in favor of Clear Channel Outdoor, LLC, a Delaware limited liability Company ("Grantee").

WHEREAS, Grantor owns that certain real estate described on Exhibit A attached hereto and made a part hereof (the "Greater Tract").

WHEREAS, Grantor and Grantee have entered into a Lease Agreement (the "Lease"), for a 36 square foot area (the "Specific Area" or "Property") depicted on Exhibit B for the placement of an outdoor advertising structure owned by Grantee (the "Structures") including air rights for operation of the Structures, all as defined in the Lease.

WHEREAS, in order to obtain certain rights of access and visibility across a portion of the Greater Tract provided in the Lease for the operation of the Structures, the Grantee wishes to acquire certain specific easements over, under, upon and across a certain portion of the Greater Tract, which easements will run with the land, and requires certain restrictions on the use of a portion of Greater Tract to protect the value of said easements for purposes of the operation of the Structures, solely upon the terms and conditions contained herein; and

WHEREAS, Grantor is willing to grant such easements to Grantee and to impose such restrictions in connection therewith.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Access Easement.

Grantor hereby grants to Grantee and its grantees, successors and assigns, a non-exclusive access easement for vehicular and pedestrian ingress to and egress from the Specific Area and for the installation, maintenance, repair and replacement of the Structures and provision of utilities to service the Structures over, under, upon and across a portion of the Greater Tract more particularly described in Exhibit C attached hereto (the "Access Easement Area"). At no time shall the main entrance off IH 35 be blocked and this part of the Access Easement Area shall only be used for entering the Greater Tract and then staging maintenance operations on the Access Easement Area on either side of the 30 ft entrance drive shown on Exhibit C. In addition, no driveways that may be placed in the Access Easement Area on either side of the 30 ft main entrance shall be fully blocked at any time and Grantee shall always plan for traffic flow around its maintenance equipment and provide lane markers or cones and personnel in cooperation with affected tenants of the Greater Tract to direct and facilitate customer traffic in these driveways around the Grantee's maintenance operations in the Access Easement Area. No parking spaces located in the Access Easement Area shall be blocked or used by Grantee for longer than three (3) consecutive business days.

2. Visibility Easement. Grantor hereby imposes the following restrictions with respect to the Real Estate:

It is the essence of this Grant of Easements and Declaration of Restrictions that Grantor will not, under penalty of injunctive relief, make any plantings or improvements whatsoever on the portion of the Greater Tract more particularly described and depicted on Exhibit D (the "Visibility Zone") which are higher than fifty (50) feet (the "Visibility Easement"). If Grantor fails to remove or trim any offending signs, structures, plantings or improvements within ten (10) days following written notice from Grantee, Grantee in its sole and absolute discretion is authorized to fully or partially remove or trim any such offending signs, structures, plantings or improvements, at the reasonable cost and expense of the Grantor; and in the event that Grantee does remove or trim any such obstruction, then Grantor shall pay to Grantee within thirty (30) days following demand for such reimbursement, together with reasonable documentation of the costs and expenses incurred by Grantee. Grantee shall have a lien upon the Greater Tract to secure the payment of, said reasonable costs and expenses. Such lien may be enforced in the same manner as a mechanic's lien.

3. Relocation of Easements.

If at any any time Grantor wishes to relocate and/or narrow the Access Easement or the Visibility Easement, Grantor shall obtain Grantee's prior written consent, which shall not be unreasonably withheld.

4. Additional Terms.

- (a) Notwithstanding anything to the contrary herein, all provisions of this Declaration shall run with the land and are binding upon and shall inure to the benefit of the heirs, legal representatives, assigns, successors, and tenants of Grantee and

Just
of

Grantor, subject to the termination following removal of the Structures as provided in Section 4(b) below.

- (b) The term of this Declaration shall be in effect during the time that: (i) the Lease is in full force and effect, and (ii) the Structures are located on the Specific Area. If the Structures are permanently removed, Grantor and Grantee shall both sign a termination of this Declaration and record it in the public records; provided, however, Grantor may unilaterally terminate this Declaration if Grantee fails to sign and deliver any such termination agreement within thirty (30) days after written notice from Grantor.
- (c) Grantor and Grantee shall have the right to assign or transfer in whole or in part, and subject to this Declaration, every feature of its rights and obligations hereunder and to the easements.
- (d) This Declaration shall be governed exclusively by the provisions hereof and by the laws of the state in which the Greater Tract is located, as the same may from time to time exist without regard to conflicts of laws provisions.
- (e) If any term or provision of this agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.
- (f) If any legal action or proceeding arising out of or relating to this Declaration is brought by either party hereto, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, their reasonable attorneys' fees, costs and other expenses incurred in the action or proceeding by the prevailing party.
- (g) Except for the Lease by and between Grantor and Grantee, this Declaration constitutes the entire agreement between Grantor and Grantee relating to the easement described herein, and any prior agreement, promises, negotiations, or representations not expressly set forth in this Declaration are of no force and effect. Any amendment to this Declaration shall be of no force and effect unless it is in writing and signed by the Grantor and Grantee.

[Signatures on the Following Page]

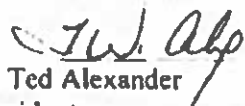
Lucy
AD

In Witness Whereof, this Grant of Easements and Declaration of Restrictions has been executed as
of this 17th day of September, 2021.

GRANTOR:

ANTHON MINOR, LTD. a Texas limited
partnership

By: Its General Partner, Anthon Minor GP LC

By: 
Name: Ted Alexander
Its: President

GRANTEE:

CLEAR CHANNEL OUTDOOR, L.L.C. a Delaware
limited liability company

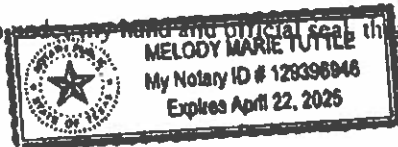
By: 
Name: Bryan Parker
Its: EVP, Real Estate & Public Affairs

Acknowledgments

State of Texas)
)
County of Bexar) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Ted Alexander, personally known to me to be the President of ANTHONY MAJOR, a TX limited partnership, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered the said instrument in his/her said capacity and as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 17th day of September, 2021.



Melody M Tuttle
Notary Public

My Commission Expires April 22, 2025.

State of AZ)
)
County of Maricopa) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Bryan Parker, personally known to me to be the FVP RE of CLEAR CHANNEL OUTDOOR, LLC, a Delaware limited liability company, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered the said instrument in his/her said capacity and as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 17th day of September, 2021.

[Signature]
Notary Public

My Commission Expires 07/14/2023, 2023.



EXHIBIT A

LEGAL DESCRIPTION OF GREATER TRACT

Any person who signs this instrument on behalf of the State of Texas, County of Bexar, or any other public entity, is hereby certifying that this instrument was filed in the Public Records of Bexar County, Texas, on the date and at the time stated herein by me and was duly recorded in the Official Public Record of Bexar County, Texas.

EXHIBIT "A"

AUG 30 2021

LEGAL DESCRIPTION



Lucy Adame-Clark
COUNTY CLERK BEXAR COUNTY TEXAS

PARCEL ONE:

BEING 2.6424 ACRES (113,104 SQUARE FEET) OF LAND OUT OF LOT 24, NEW CITY BLOCK 1290, SIMON SUBDIVISION, IN THE CITY SAN ANTONIO, BEXAR COUNTY, TEXAS, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 7800, PAGE 9 THROUGH 13, INCLUSIVE, DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, SAID 2.6424 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED IN METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A FOUND CAPPED 1/4 INCH IRON ROD FOUND FOR THE COMMON WESTERLY CORNER OF LOTS 24 AND 26 IN THE EASTERLY LINE OF INTERSTATE HIGHWAY 35 (LOOP 410) (300 FEET WIDE),

THENCE NORTH 10 DEGREES 11 MINUTES 06 SECONDS EAST, ALONG SAID EASTERLY LINE OF INTERSTATE HIGHWAY 35 (LOOP 410) A DISTANCE OF 337.40 FEET TO A 5/8 INCH IRON ROD SET FOR THE NORTHWESTERLY CORNER,

THENCE NORTH 80 DEGREES 30 MINUTES 17 SECONDS EAST, A DISTANCE OF 311.52 FEET TO A P.K. NAIL SET FOR CORNER,

THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 327.26 FEET TO A P.K. NAIL SET FOR THE SOUTHEAST CORNER,

THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 103.15 FEET TO A 5/8 INCH IRON ROD FOUND FOR AN ANGLE POINT,

THENCE NORTH 79 DEGREES 48 MINUTES 00 SECONDS WEST, ALONG THE COMMON LINE OF LOT 24 AND 26, A DISTANCE OF 263.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.6424 ACRES (113,104 SQUARE FEET) OF LAND

PARCEL TWO:

Together with the reciprocal and non-exclusive easements for ingress, egress, parking, utilities and construction, reconstruction, erection and maintenance of foundation, footings, supports, canopies, roofs, building and other overhangs or projections, awnings, alarm bells, signs, lights and lighting devices, utility vaults, stair-cases and other similar appurtenances to Parcel One above, created, defined and limited by that certain reciprocal operation and easement, agreement dated September 10, 1974, and recorded on October 1, 1974, in Volume 7451, Page 649, among Windsor Park Development Company, J. C. Penney Properties, Inc., Montgomery Ward Development Corporation, Dillard Department Stores, Inc., Construction Developers, Incorporated, Alstores Realty Corporation and Allied Stores of Texas, Inc., modified by agreement dated May 5, 1975, recorded in Volume 7691, Page 199, Bexar County Deed Records

Doc# 20210266401 Page 6 of 13
09/24/2021 8:24AM
Filed & Recorded in the Official Public
Records of BEXAR COUNTY
LUCY ADAME-CLARK COUNTY CLERK

Julia

EXHIBIT B

LEGAL DESCRIPTION AND DEPICTION OF SPECIFIC AREA

Date: September 2, 2021
Project: 21377FN

Digital Billboard Pole 6' x 6' Specific Area

Field notes describing a Digital Billboard Pole 6' by 6' Specific Area out of 2.643 acres of land out of Lot 24, N.C.B. 12190, Simon Subdivision, City of San Antonio, Bexar County, Texas, plat recorded in Volume 7800, Page 9-13, Deed and Plat Records, Bexar County, Texas, described in Doc. 20070208242, Official Public Records, Bexar County, Texas, and being more particularly described as follows:

COMMENCING at a point for the southwest corner of said 2.643 acres in the east line of I.H. 35 from which a Type III TxDOT aluminum cap bears S 9°55'37"W, 343.37 feet;

THENCE N 9°55'37"E, 48.98 feet to a point in the west line of said 2.643 acres and in the east line of I.H.-35, from which a found Mag Nail in a retaining wall with a TxDOT washer at the flare corner into Walzem Road bears N 9°55'37"E, 653.90 feet;

THENCE S 80°04'23"E, 23.50 feet to a Mag Nail set for the southwest corner of this easement and the POINT OF BEGINNING;

THENCE N 9°55'37"E, 6.00 feet to a Mag Nail set for the northwest corner of this easement;

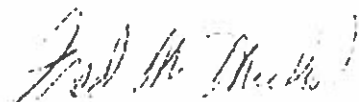
THENCE S 80°04'23"E, 6.00 feet to a Mag Nail set for the northeast corner of this easement;

THENCE S 9°55'37"W, 6.00 feet to a Mag Nail set for the southeast corner of this easement,

THENCE N 80°04'23"W, 6.00 feet to the POINT OF BEGINNING and containing 36 sq. ft. of land according to a survey made by McMichael Land Surveying on August 31, 2021 under my supervision.

Bearing reference is Texas State Plane Coord. System, South Central Zone.
Corresponding plat prepared.
21377FN-F.doc




Fred L. McMichael, R.P.L.S. No. 3682

SWH

PROPOSED 60" DIA
DIGITAL BILLBOARD POLE
6'x6' SPECIFIC AREA

NOTES:

BASIS OF BE RING S TEXAS S.A.
PLATE COOP. MATE SYSTEM OF 1983
SOUTH CO. A 7045
END P.N. = 1 27 REBAR FOUND
SET IN = 1/2" REBAR 1 WT. YEL. CA
PLAS. CAP STAMPED "MCMLS 3682"
ELEV. IS BASE "1144.0 1988
CORRECTION NO FIELD. IS PREPARED

2.643 AC
DOC 20070208242

LEGEND

IN = IC MARK
AV = WATER WET
AC = A.C. CONTOUR
BP = BELL RECORDS
MCM = MAP & PLAT RECORDS

0
TAL BILL AND 11
A.B. 201 AREA

NO.	BEARING	DISTANCE
11	N 85° 37' E	41.04
12	S 80° 04' 23" E	31.50
13	N 85° 37' E	6.04
14	S 80° 04' 23" E	6.04
15	S 80° 31' W	6.04
16	N 80° 04' 23" W	6.04

POINT OF
COMMENCEMENT

CLEAR CHANNEL OUTDOOR
SIGN SURVEY OUT OF 2.643 ACRES
OF LAND OUT OF LOT 24, N.C.B. 12190,
SIMON SUBDIVISION, CITY OF SAN ANTONIO,
BEXAR COUNTY, TEXAS, PLAT RECORDED
IN VOLUME 7800, PAGES 9-13, DEED
AND PLAT RECORDS, BEXAR COUNTY
TEXAS, DESCRIBED IN DOC 20070208242.
OFFICIAL PUBLIC RECORDS, BEXAR
COUNTY, TEXAS



STATE OF TEXAS
COUNTY OF BEXAR

I, FRED L. MCDANIEL, DO HEREBY CERTIFY THAT
THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY.

Handwritten signature/initials

EXHIBIT C

LEGAL DESCRIPTION AND DEPICTION OF ACCESS EASEMENT AREA

Date: September 2, 2021
Project: 213771N

2,504 Sq. Ft. Maintenance and Ingress/Egress

Field notes describing a 2,504 sq. ft. Maintenance and Ingress/Egress Easement out of 2.643 acres of land out of Lot 24, N.C.B. 12190 Simon Subdivision, City of San Antonio, Bexar County, Texas, plat recorded in Volume 7800, Pages 9-13 Deed and Plat Records, Bexar County, Texas described in Doc. 20070208242, Official Public Records, Bexar County, Texas, and being more particularly described as follows:

COMMENCING at a point in the east line of L.H. 35 for the southwest corner of said 2.643 acres from which a Type III TxDOT aluminum cap bears S 9°55'37"W, 343.37 feet;

THENCE S 80°03'29"E, 9.00 feet to a point for the southwest corner of this easement and the POINT OF BEGINNING;

THENCE N 9°55'37"E, 18.98 feet to an angle point for this easement;

THENCE N 80°04'23"W, 9.00 feet to an angle point for this easement in the east line of L.H. 35;

THENCE N 9°55'37"E, 36.00 feet with the east line of L.H. 35 to an angle point for this easement from which a found Mag Nail in a retaining wall with a TxDOT washer bears N 9°55'37"E, 647.90 feet;

THENCE E, S 80°04'23"E, 9.00 feet to an angle point for this easement;

THENCE N 9°55'37"E, 54.00 feet to a point for northwest corner of this easement;

THENCE S 80°04'23"E, 20.00 feet to a point for northeast corner of this easement;

THENCE S 9°55'37"W, 108.98 feet to a point in the south line of the 2.643 acre tract for the southeast corner of this easement;

THENCE N 80°03'29"W, 20.00 feet to the POINT OF BEGINNING and containing 2,504 sq. ft. of land according to a survey made by McMichael Land Surveying on August 31, 2021 under my supervision.

Bearing reference is Texas State Plane Coord. System, South Central Zone.
Corresponding plat prepared
213771N F.doc



Fred L. McMichael R.P.L.S. No. 3682

SLK

2,504 SQ. FT. MAINTENANCE
AND INGRESS/EGRESS ESMT.

NOTES:

BASIS OF BEARING IS TEXAS STATE
PLANE COORDINATE SYSTEM OF 1983
SOUTH CENTRAL ZONE
FND PIN = 1/2" REBAR FOUND
SET PIN = 1/2" REBAR SET WITH YELLOW
PLASTIC CAP STAMPED "MCVLS 3682"
ELEVATIONS BASED ON NAVD 1988
CORRESPONDING ELEVATIONS PREPARED

2.643 AC
DOC 20070208242

LEGEND

EM = ELEV. METER
WM = WATER METER
AC = AIR COND. ROMER
OR = OCEAN RECORDS
M&PR = MAP & PLAT RECORDS

L11	S80°03'29"E	0.00'
L12	N 8°55'37"E	10.00'
L13	N80°04'23"W	0.00'
L14	N 8°55'37"E	36.00'
L15	S80°04'23"E	0.00'
L16	N 8°55'37"E	34.00'
L17	S80°04'23"E	20.00'
L18	S 8°55'37"W	100.00'
L19	N80°03'29"W	20.00'

POINT OF
COMMENCEMENT

CLEAR CHANNEL OUTDOOR

SIGN SURVEY OUT OF 2.643 ACRES
OF LAND OUT OF LOT 24, N C B 12190,
SIMON SUBDIVISION, CITY OF SAN ANTONIO,
BEXAR COUNTY, TEXAS, PLAT RECORDED
IN VOLUME 7800, PAGES 9-13, DEED
AND PLAT RECORDS, BEXAR COUNTY,
TEXAS, DESCRIBED IN DOC 20070208242.
OFFICIAL PUBLIC RECORDS. BEXAR
COUNTY, TEXAS

R.P.L.S. NO. 3682
memichaellandsurveying.com
MCMICHAEL LAND SURVEYING
907 DIVINE WAY, NEV BRAUNFELS, TX 78130
EMAIL: memichaellandsurveying@juno.com



STATE OF TEXAS
COUNTY OF COMAL

I, FRED L. MCMICHAEL, DO HEREBY CERTIFY THAT
THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY
MADE ON THE GROUND AND UNDER MY SUPERVISION.

Fred L. McMichael
FRED L. MCMICHAEL R.P.L.S. NO. 3682
EXPIRES SEPTEMBER 2, 2021

Just

EXHIBIT D

LEGAL DESCRIPTION AND DEPICTION OF VISIBILITY ZONE.

Date: September 2, 2021
Project 21377FN

9,506 Sq. Ft. Visibility Zone

Field notes describing a 9,506 sq. ft. Visibility Zone out of 2.643 acres of land out of 1 of 24, N.C.B. 12190, Simon Subdivision, City of San Antonio, Bexar County, Texas, plat recorded in Volume 7800, Page 9-13, Deed and Plat Records, Bexar County, Texas, described in Doc 20070208242 Official Public Records, Bexar County, Texas, and being more particularly described as follows:

BEGINNING at a point in the east line of L.H. 35 for the south corner of this easement and the southwest corner of said 2.643 acres from which a Type III TxDOT aluminum cap bears S 9°55'37"W, 343.37 feet;

THENCE N 9°55'37"E, 277.40 feet with the east line of L.H. 35 to a point for the north corner of this easement from which a found Mag Nail in a retaining wall with a TxDOT washer at the flare corner into Walzem Road bears N 9°55'37"E, 425.47 feet.

THENCE S 6°34'43"E, 223.94 feet to an angle point for this easement;

THENCE S 9°55'37"W, 21.42 feet to an angle point for this easement;

THENCE S 66°57'38"W, 75.83 feet to the **POINT OF BEGINNING** and containing 9,506 sq. ft. of land according to a survey made by McMichael Land Surveying on August 31, 2021 under my supervision.

Bearing reference is Texas State Plane Coord. System, South Central Zone
Corresponding plat prepared.
21377FN-D.doc



Fred L. McMichael, R.P.S. No. 3682

Just

54

File Information

**eFILED IN THE OFFICIAL PUBLIC eRECORDS OF BEXAR COUNTY
LUCY ADAME-CLARK, BEXAR COUNTY CLERK**

Document Number: 20210266401
Recorded Date: September 24, 2021
Recorded Time: 8:24 AM
Total Pages: 13
Total Fees: \$70.00

**** THIS PAGE IS PART OF THE DOCUMENT ****

**** Do Not Remove ****

Any provision herein which restricts the sale or use of the described real property because of race is invalid and unenforceable under Federal law

STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was eFILED in File Number Sequence on this date and at the time stamped hereon by me and was duly eRECORDED in the Official Public Record of Bexar County, Texas on 9/24/2021 8:24 AM



Lucy Adame-Clark
Lucy Adame-Clark
Bexar County Clerk

Exhibit B – Limited Assignment

LIMITED ASSIGNMENT OF LEASE

STATE OF TEXAS

§

COUNTY OF BEXAR

§

WHEREAS, ANTHON MINOR, LTD (hereinafter referred to as "Owner") is the owner of a "Specific Area" (of 36 sq. ft) out of a "Greater Tract" of real property with such greater tract being commonly known as 7900 and or 7876 IH35, Windcrest Texas situated in Bexar County, Texas, this Specific Area (of 36sq. ft) is described in the attached Exhibit "A" (and hereinafter is referred to as the "Property"); and

WHEREAS, CLEAR CHANNEL OUTDOOR, LLC, a Delaware limited liability company (hereinafter referred to as "Assignor") has entered into a lease agreement (the "Lease") with Owner to lease the Property, to erect, maintain, operate and remove a double sided digital 14' by 48' outdoor advertising structure a copy of which Lease is attached hereto as Exhibit "B"; and

WHEREAS, The ordinance of the City of Windcrest requires that it has certain control of the land upon which "Gateway"/Digital signs are installed within their city limits; and

WHEREAS, Assignor intends to make a limited assignment of the right and privilege to control and license the use of the property referenced in the Lease to the CITY OF WINDCREST, TEXAS (hereinafter referred to "Assignee"), and Assignee desires to assume same as set forth herein.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, for a good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby grants, assigns and conveys the above referenced limited rights within the Lease to Assignee and Assignee hereby accepts and assumes same, subject to the following limiting provisions:

(1) This limited assignment transfers and assigns to Assignee the right and privilege to control and license the use of the Property and accordingly hereby gives a license to Assignor to erect, maintain, operate and remove a double sided digital 14' by 48' outdoor advertising structure for a term of twenty five (25) years concurrent with the term, and upon the other terms and conditions set forth in the Lease and subject to that one certain License Agreement dated effective September 15, 2021 by and between Assignor and Assignee.

(2) Assignor retains, and does not transfer and assign to Assignee, and Assignee is not assuming, any financial obligation to pay Owner any amount of money as set forth in the Lease between the Owner and Assignor and Assignor hereby indemnifies and holds harmless Assignee against the payment of any amount of money owed by Assignor to Owner.

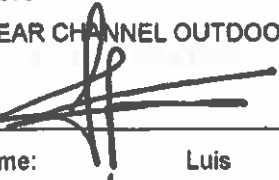
(3) Assignor retains, and does not transfer and assign to Assignee, any duty to perform any of Assignor's obligations under the Lease, and Assignee is not assuming any such obligations, and Assignor hereby indemnifies and holds harmless Assignee against the failure of Assignor to perform any duty or obligation under the Lease.

(4) Assignor transfers and assigns to Assignee the right, but not the obligation, to cure any breach or default of Assignor under the Lease from Owner. In the event Assignee exercises its right to cure any breach or default of Assignor, Assignee will become subrogated to any rights of Assignor under the Lease and Assignor will reimburse Assignee for any amounts paid or incurred by Assignee related to such cure, including reasonable attorney's fees and other costs upon demand.

(5) Assignor represents and warrants that Owner has consented in writing to Assignor's right to assign this limited interest in the Lease as set out herein and to any license agreement with Assignor. EXECUTED this 23rd day of September, 2021.

WNA

ASSIGNOR:
CLEAR CHANNEL OUTDOOR, LLC.

By: 

Name: Luis de la

Torre
President/GM.- San Antonio

Title: *Beauch President*

ASSIGNEE:
CITY OF WINDCREST, TEXAS

By: 

Name:

Title: City Manager

ACKNOWLEDGEMENT:

The undersigned ANTHON MINOR LTD, as Owner (as defined above) and Landlord under the Lease (as defined above), hereby consents to this Limited Assignment of Lease, and to the License dated on or about the date hereof from the City of Windcrest in favor of Clear Channel Outdoor, LLC.

DATED: 10/04/, 2021

ANTHON MINOR GP LLC (GENERAL PARTNER)
By: TEO H. ALEXANDER J.W. Alex
Its: MANAGER

EXHIBIT C - STRUCTURE DETAIL

Current best available digital-billboard technologies are required, including but not limited to the following.

1. Remote diagnostic and maintenance capability
2. "Amber Alert" capability
3. Automatic brightness adjustment to ambient lighting conditions
4. UL and IEC approved
5. Color calibration to ensure consistent image quality
6. Remote shutdown capability

Construction and operation requirements

1. Regularly scheduled onsite maintenance
2. Internal service access for safety and improved appearance (no visible catwalks)
3. Constructed to comply with all applicable City codes
4. Engineered foundation, anchoring mechanism and support system

Maintenance

The master license will require the selected Proposer(s) to maintain, repair, and upgrade the digital billboards as needed to provide the best available digital-billboard technologies during the term of the master lease.

EXHIBIT D

INSURANCE REQUIREMENTS DIGITAL BILLBOARDS- LICENSE & MAINTENANCE

LICENSEE shall procure and maintain for the duration of the Agreement, insurance against all claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the **LICENSEE**, its agents, representatives, volunteers, or employees

- 1 **INSURANCE** Throughout the life of this Contract, the Licensee shall pay for and maintain in full force and effect with an insurance company admitted by the Texas Insurance Commissioner to do business in the State of Texas and rated not less than "A VII" in Best Insurance Key Rating Guide, the following policies of insurance:

- A **COMMERCIAL (BUSINESS) AUTOMOBILE LIABILITY** insurance, endorsed for "any auto" with combined single limits of liability of not less than \$1,000,000 each occurrence
- B **WORKERS' COMPENSATION** insurance as required under the Texas Labor Code and Employers Liability Insurance with limits not less than \$1,000,000 per accident/injury/disease
- C **COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY AND MISCELLANEOUS SUPPLEMENTARY INSURANCE.**

FOR ADDITIONAL REQUIREMENT(S)

(i) **COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY** insurance which shall include Contractual Liability, Products and Completed Operations coverages, Bodily Injury and Property Damage Liability insurance with combined single limits of not less than \$1,000,000 per occurrence, and if written on an Aggregate basis, \$2,000,000 Aggregate limit. Not excluding the above, the Proposer's minimum insurance coverage requirements by category should be demonstrated to be as follows

General Liability - \$5MM
Automobile - \$500,000
Builder's Risk - \$500,000
Workman's Comp - \$500,000
Professional Liability - \$1MM

Deductibles and Self-Insured Retentions must be declared and are subject to approval by the City.

The Policy(s) shall also provide the following:

1. The Commercial General Liability insurance shall be written on ISO approved occurrence form with additional insured endorsement naming *City of Castle Hills, its Mayor, Council, officers representatives, agents, employees and volunteers are additional insured.*
2. All insurance required by this Agreement shall be with a company acceptable to the CITY and issued and executed by an admitted insurer authorized to transact insurance business in the State of Texas. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date **LICENSEE** completes its performance of services under this Agreement.

ORDINANCE NO. 2022-001(O)

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO
QUIK TRIP TO ALLOW THE STORAGE AND SALE OF
MOTOR VEHICLE FUEL IN A B-2 ZONING DISTRICT,
RESTRICTED IN THE USE REGULATIONS OF CHAPTER
113, ARTICLE III, DIVISION 6, SECTION 113-220, USE
REGULATIONS OF THE CITY OF WINDCREST'S CODE
OF ORDINANCES.**

WHEREAS, the City Council of Windcrest has the authority to grant a special use permit for the City; and

WHEREAS, the City Council has determined that certain businesses are beneficial to the commerce and overall betterment of the City; and

WHEREAS, a Special Use Permit (hereinafter referred to as an SUP) application was filed by Quik Trip for the storage and sale of motor vehicle fuel at 4906 Walzem Rd.; and

WHEREAS, the Planning and Zoning Commission of the City of Windcrest, after holding a public hearing on January 6, 2022, and considering comments from the public, recommended the City Council grant the special use permit to Quik Trip to allow the storage and sale of motor vehicle fuel at the 4906 Walzem Rd., Windcrest, Texas location; and

WHEREAS, the Planning and Zoning Commission of the City of Windcrest, recommended the City Council impose upon the permit the conditions that it is granted only to the applicant, Quik Trip, on the condition the applicant purchase or lease the property at 4906 Walzem Rd., Windcrest, Texas, and use that location for authorized uses and for the special use authorized by the permit, and that such special use permit is granted only to Quik Trip, is non-transferable, and lapses with the sale or lease of the property to another owner; and

WHEREAS, the City Council at a public meeting held by the Council on January 10, 2022, received said recommendation from the Zoning Commission and, after a public hearing and consideration of said recommendation, finds that granting a special use permit for the storage and sale of motor vehicle fuel in the designed B-2 zone does not cause any detriment to the neighboring property owners, the nature of the area, the zone, City's appearance or the safety of citizens, including both real and personal property; and

WHEREAS, the City Council finds that granting the applicants SUP, with the recommended conditions:

is in the best interest of the public health, safety, and welfare and is for the purpose of good governance.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WINDCREST, TEXAS that this ordinance grants an SUP to Quik Trip, for the storage and sale of motor vehicle fuel in B-2 zoning district, Neighborhood Business District, but only at 4906 Walzem Rd., Windcrest, Texas as an authorized use. This permit is granted only to the applicant Quik Trip, who must purchase or lease the property located at 4906 Walzem Rd., Windcrest, Texas for the uses designed in their application, including the storage and sale of motor vehicle fuel, that such special use is non-transferable, and lapses with the sale or lease of the property to another owner with the conditions City Council has imposed.

I.

CUMULATIVE CLAUSE

That this Ordinance shall be cumulative of all provisions of the City of Windcrest except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinance, in which event the conflicting provisions of such Ordinance are hereby repealed.

II.

SEVERABILITY

That it is hereby declared to be the intent of the City of Windcrest that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance should be declared unconstitutional by the valid judgement or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of the Ordinances, since the same would have been enacted by the City Council without incorporation in this ordinance of any such unconstitutional phrases, sentences, paragraphs, or sections.

III.

PROPER NOTICE AND MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

IV.

EFFECTIVE DATE

This ordinance shall be effective upon passage and publication as required by state and local law. As an amendment to the City's Code of Ordinances, this ordinance is effective immediately upon passage. The criminal penalties are effective upon the proper publication requirements being accomplished under state law.

DULY PASSED ON FIRST READING, on the _____ day of _____, 2022 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 _____, 2022 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:

City Secretary, Rachel Dominguez

APPROVED:

City Attorney, Ryan Henry

ORDINANCE NO. 2022-002(O)

AN ORDINANCE AMENDING CHAPTER 24, OFFENSES AND MISCELLANEOUS PROVISIONS, ARTICLE IV, MINORS, BY REPEALING EXISTING ARTICLE IV AND ADOPTING A NEW ARTICLE IV, AND PROVIDING FOR A PENALTY

WHEREAS, The City Council has previously enacted teenage curfews of various scope and duration; and

WHEREAS, the City Council, after a public hearing was held, determined that it would be in the public interest to repeal the existing teenage curfew and replace it with the new teenage curfew; and

WHEREAS, the City Council is of the opinion that the health, safety, morals, convenience and general welfare of the city would be enhanced by adoption of the following Article IV of Chapter 24.

WHEREAS, the ordinance will expire on May 16, 2022 the Staff recommends readopting the curfew for minors.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WINDCREST, TEXAS that Article IV of Chapter 24 of the Code of Ordinances is hereby repealed and a new Article IV is hereby adopted as follows:

“ARTICLE IV. - MINORS

Sec. 24-89. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Emergency includes, but is not limited to, fire, natural disaster, an automobile accident, or obtaining immediate medical care for another person.

Minor means any person under 17 years of age.

Parent means a person who is the natural or adoptive parent of a person. As used herein, the term "parent" also includes a court appointed guardian or other person 18 years of age or older authorized by a court order to have the care and custody of a minor.

Public place means any place to which the public or a substantial group of the public has access and includes, but is not limited to, streets, highways, and the common areas of schools, hospitals, apartments, houses, office buildings, transport facilities and shops.

Sec. 24-90. - Offenses.

- (a) It shall be unlawful for any minor to purposefully remain, walk, run, stand, drive, or ride about in or upon any public place in the city between the hours of 12:00 midnight and 6:00 a.m.
- (b) It shall be unlawful for any minor to purposefully remain, walk, run, stand, drive or ride about in or upon any public place in the city between the hours of 9:00 a.m. and 2:30 p.m. on a Monday, Tuesday, Wednesday, Thursday or Friday while school is in session.
- (c) It shall be unlawful for the parent having legal custody of a minor to knowingly allow or permit the minor to be in violation of the curfew imposed in subsections (a) and (b) of this section.

Sec. 24-91. - Defenses.

It is a defense to prosecution under section 24-90 that:

- (1) The minor was accompanied by his parent;
- (2) The minor was on an emergency errand;
- (3) The minor was attending a school, government sponsored, or religious activity or was going to or coming from a school, religious or government sponsored activity without detour or stop;
- (4) The minor was engaged in a lawful employment activity or was going directly to or was coming directly from a lawful employment without detour or stop;
- (5) The minor was on the sidewalk of the place where such minor resided or on the sidewalk of a place where the minor has permission from his parent to be or on the sidewalk of a next-door neighbor not communicating an objection to the police officer;
- (6) The minor was upon an errand directed by his parent;
- (7) The minor was in a motor vehicle involved in intrastate or interstate transportation or transportation for which passage through the curfew area is the most direct route;
- (8) The minor was exercising rights protected by the United States or Texas Constitution;
- (9) The minor is married or the minor has his disabilities of minority removed pursuant to V.T.C.A., Family Code Ch.31.
- (10) The minor is being home schooled between the hours of 9:00 a.m. and 2:30 p.m.

Sec. 24-92. - Penalties.

- (a) Any minor violating the provisions of this article shall be guilty of a Class C misdemeanor as defined in the Texas Penal Code and shall be dealt with in accordance with the provisions of V.T.C.A., Family Code title 3.
- (b) A parent of a minor violating this article shall be punished as provided in section 1-5.

This ordinance will expire on **May 16, 2023**.

DULY PASSED ON FIRST READING, on the ____ day of January, 2022 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 February, 2022 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

Ord. 2021-XXX

City of Windcrest General Fund 1st Quarter Budget Amendment FY 2021-2022

	FY 2021-22 Approved Budget	FY2021-22 1st Qtr. Proposed Budget	\$ Change	% Change
General Fund				
Projected Fund Balance	3,353,306.00	3,353,306.00		
Assigned Fund Balance	-	-		
Revenues	8,590,456.00	8,590,456.00	-	0.00
Admin	325,869.00	325,869.00	-	0.00
Police	2,413,948.00	2,413,948.00	-	0.00
Fire	1,025,603.00	1,025,603.00	-	0.00
Special Services	165,700.00	165,700.00	-	0.00
Parks	161,500.00	161,500.00	-	0.00
Fleet Mechanic	175,892.00	186,981.00	11,089.00	6.30
Court	449,089.00	449,089.00	-	0.00
Facility Division	271,000.00	271,000.00	-	0.00
Civic Center	242,120.00	242,120.00	-	0.00
Contract Services	946,400.00	950,393.00	3,993.00	0.42
Tech Support	345,500.00	348,500.00	3,000.00	0.87
Public Works	680,826.00	680,826.00	-	0.00
Animal Control	184,064.00	184,064.00	-	0.00
Code Enforcement	80,363.00	80,363.00	-	0.00
Finance	348,922.00	348,922.00	-	0.00
City Manager	216,015.00	216,015.00	-	0.00
Pool	29,000.00	29,000.00	-	0.00
Post Office	79,247.00	79,247.00	-	0.00
Human Resources	131,000.00	131,000.00	-	0.00
Capital	48,169.00	84,417.20	36,248.20	75.25
Ending Fund Balance	3,623,535.00	3,569,204.80		
Total Expenditures*	8,320,227.00	8,374,557.20		
Ending Fund Balance Less Capital	3,623,535.00	3,569,204.80		
Total Expenditures* Less Capital	8,272,058.00	8,290,140.00		
Revenue over/(under) expenditures	\$270,229.00	\$215,898.80		
 <u>Projected Fund Balance year end FY21-22</u>	 3,623,535.00	 3,569,204.80		
Restricted Fund Balance (25 %, APPROVED ON 9/20/16)	2,068,014.50	2,072,535.00		
 Unrestricted Fund Balance (FY Ending Fund Balance - (minus) 25% Restricted Fund Balance)	 1,555,520.50	 1,496,669.80		
Total Year End Fund Balance	3,623,535.00	3,569,204.80		

Items to consider FY 21-22

Item(s)	Requested Items FY 21-22	25% Restricted Reserve (City Charter)	Total Expense	Approved or Ratified FY2021-22 1st Qtr. Items
<u>Personnel Expenditures</u>				
COLA 2% FY21-22 - 6 months; (FY22-23 \$102,303)	\$ 40,118.95	\$ 10,029.74	\$ 50,148.69	
COLA 4% FY21-22 - 6 months; (FY22-23 \$205,727)	\$ 80,677.23	\$ 20,169.31	\$ 100,846.54	
TMRS 6%, 2 to 1 (Effective 1/01/2022-9/30/2022)	\$ 185,000.00	\$ 46,250.00	\$ 231,250.00	
Civic Center 0.5FTE (Hot Tax)	\$ 28,000.00	\$ 7,000.00	\$ 35,000.00	
Public Works 0.5 FTE	\$ 28,000.00	\$ 7,000.00	\$ 35,000.00	
Total Personnel Increase	\$ 241,000.00	\$ 60,250.00	\$ 301,250.00	\$ -
<u>Operating Expenditures</u>				
01-515: Civic Plus Website training (Strategic Planning)	\$ 3,000.00	\$ 750.00	\$ 3,750.00	\$ 3,750.00
01-514: Admin Scanning (RCI)	\$ 3,993.00	\$ 998.25	\$ 4,991.25	\$ 4,991.25
01-507: PW25 Transmission repairs	\$ 2,331.00	\$ 582.75	\$ 2,913.75	\$ 2,913.75
01-507: Backhoe/Loader repair	\$ 8,758.00	\$ 2,189.50	\$ 10,947.50	\$ 10,947.50
Total Operating Expenditures	\$ 18,082.00	\$ 4,520.50	\$ 22,602.50	\$ 22,602.50
<u>Capital Expenditures*</u>				
<u>Admin Capital</u>				
01-530: -City Hall Digital Electronic Signage	\$ 43,000.00	\$ -	\$ 43,000.00	
01-530: - Digital Electronic Signage Windcrest Dr. & I35	\$ 51,000.00	\$ -	\$ 51,000.00	
01-530: - Digital Electronic Signage Jim Seal Dr.	\$ 23,000.00	\$ -	\$ 23,000.00	
Total Admin	\$ 117,000.00	\$ -	\$ 117,000.00	\$ -
<u>FD Capital</u>				
01-530: -Covered Parking	\$ 20,860.00	\$ -	\$ 20,860.00	
01-530: -Office Furniture	\$ 17,721.20	\$ -	\$ 17,721.20	\$ 17,721.20
01-530: -Fire Department Office repairs and maintenance	\$ 10,539.00	\$ -	\$ 10,539.00	\$ 10,539.00
01-530: -Fire Bay Drop ceiling upgrade	\$ 20,430.97	\$ -	\$ 20,430.97	
01-530: -Bay Door Replacements	\$ 23,967.18	\$ -	\$ 23,967.18	
01-530: -FY 2022-2023. Fire Marshal (1FTE) - \$85,049.62	\$ 85,049.62	\$ -	\$ 85,049.62	
01-530: \$34,182.50	\$ 34,182.50	\$ -	\$ 34,182.50	
01-530: \$246,794.10	\$ 246,794.10	\$ -	\$ 246,794.10	
Total FD	\$ 459,544.57	\$ -	\$ 459,544.57	\$ 28,260.20
<u>PW Capital</u>				
01-530: - FY 2022-2023. Concrete Pad behind Maintenance building - \$	\$ 62,517.00	\$ -	\$ 62,517.00	
01-530: -Gates for Public Works and Quarterly Maintenance (\$705.00 per year)	\$ 15,326.00	\$ -	\$ 15,326.00	
01-530: -Gates RV Storage and Quarterly Maintenance (705.00 per year)	\$ 9,991.00	\$ -	\$ 9,991.00	
01-530: - FY 2022-2023. Backhoe - \$108,499.00	\$ 108,499.00	\$ -	\$ 108,499.00	
01-530: -Street Sweeper (Last Payment 5/2022)	\$ 48,168.81	\$ -	\$ 48,168.81	
01-530: -Takas Park Trail Repairs (In House Labor)	\$ 55,000.00	\$ -	\$ 55,000.00	
01-530: -New AC Unit	\$ 7,988.00	\$ -	\$ 7,988.00	\$ 7,988.00
01-530: -FY 2022-2023. 2021 Broce Broom-260 - \$38,145.00	\$ 38,145.00	\$ -	\$ 38,145.00	
Total PW	\$ 345,634.81	\$ -	\$ 345,634.81	\$ 7,988.00
<u>P&R Capital</u>				
01-530: -Dog Park (85k-100k)	\$ 85,000.00	\$ -	\$ 85,000.00	
Total P&R Capital	\$ 85,000.00	\$ -	\$ 85,000.00	\$ -
<u>Finance Capital</u>				
01-530: -Incode 9 upgrade to Incode 10	\$ 80,000.00	\$ -	\$ 80,000.00	
Total Finance Capital	\$ 80,000.00	\$ -	\$ 80,000.00	\$ -
<u>Civic Center</u>				
01-530: - FY 2022-2023. Emergency Management Shelter Upgrade - \$50,000.00	\$ 50,000.00	\$ -	\$ 50,000.00	
Total Civic Center	\$ 50,000.00	\$ -	\$ 50,000.00	\$ -
Total	\$ 1,396,261.38	\$ 64,770.50	\$ 1,461,031.88	\$ 58,850.70
Available Unrestricted Fund Balance (FY Ending Fund Balance - (minus) 25% Restricted Fund Balance)			1,555,520.50	1,496,669.80

* Capital Expenditures does not require a 25% fund balance reserve.

Approved Document 9/13/2021

Items to consider FY 21-22

Item(s)	Requested Items FY 21-22	25% Restricted Reserve (City Charter)	Total Expense	Staff Recommended Items	Approved Items FY 21-22
HRA (Resolution 2021-534(R) 8/16/2021)	\$ 50,000.00	\$ 12,500.00	\$ 62,500.00		\$ 62,500.00
TMRS 6%, 2 to 1 (Effective 1/01/2022-9/30/2022)	\$ 185,000.00	\$ 46,250.00	\$ 231,250.00	\$ 231,250.00	\$ -
Insurance increase 2% (Resolution 2021-531(R) 8/02/2021)	\$ 20,000.00	\$ 5,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
Civic Center 0.5FTE (Hot Tax)	\$ 28,000.00	\$ 7,000.00	\$ 35,000.00		
Public Works 0.5 FTE	\$ 28,000.00	\$ 7,000.00	\$ 35,000.00		
Total Benefits Increase	\$ 311,000.00	\$ 77,750.00	\$ 388,750.00	\$ 256,250.00	\$ 87,500.00
Items for FY 2021-22					
Admin Capital					
-City Hall Digital Electronic Signage	\$ 43,000.00			\$ 43,000.00	
- Digital Electronic Signage Windcrest Dr. & I35	\$ 51,000.00				
- Digital Electronic Signage Jim Seal Dr.	\$ 23,000.00			\$ 23,000.00	
Total Admin	\$ 117,000.00	\$ -	\$ -	\$ 66,000.00	\$ -
FD Capital					
-Covered Parking	\$ 20,860.00			\$ 20,860.00	
-Office Furniture	\$ 10,957.44			\$ 10,957.44	
-Fire Bay Drop ceiling upgrade	\$ 20,430.97			\$ 20,430.97	
-Bay Door Replacements	\$ 23,967.18			\$ 23,967.18	
-FY 2022-2023. Fire Marshal (1FTE) - \$85,049.62					
-FY 2022-2023. Mobile Radios (5units @6,836.50pc.) - \$34,182.50	\$ 34,182.50			\$ 34,182.50	
-FY 2022-2023. Handheld Radios (30units @8,226.47pc.) -\$246,794.10	\$ 123,397.05				
Total FD	\$ 233,795.14	\$ -	\$ -	\$ 110,398.09	\$ -
PW Capital					
- FY 2022-2023. Concrete Pad behind Maintenance building - \$62,517.00					
-Gates for Public Works and Quarterly Maintenance (\$705.00 per year)	\$ 15,326.00				
-Gates RV Storage and Quarterly Maintenance (705.00 per year)	\$ 9,991.00				
- FY 2022-2023. Backhoe - \$108,499.00					
-Street Sweeper (Last Payment 5/2022)	\$ 48,168.81				\$ 48,168.81
-Takas Park Trail Repairs (In House Labor)	\$ 55,000.00				
-FY 2022-2023. 2021 Broce Broom-260 - \$38,145.00					
Total PW	\$ 128,485.81	\$ -	\$ -	\$ -	\$ 48,168.81
P&R Capital					
-Dog Park (85k-100k)	\$ 85,000.00			\$ 50,000.00	
Total P&R Capital	\$ 85,000.00	\$ -	\$ -	\$ 50,000.00	\$ -
Finance Capital					
-Incode 9 upgrade to Incode 10	\$ 80,000.00			\$ -	
Total Finance Capital	\$ 80,000.00	\$ -	\$ -	\$ -	\$ -
Civic Center					
- FY 2022-2023. Emergency Management Shelter Upgrade - \$50,000.00					
Total Finance Capital	\$ -	\$ -	\$ -	\$ -	\$ -
Total to consider				\$ 495,148.09	\$ 37,500.00
Available funds for expenditures (Unrestricted Fund Balance)				\$ 543,342.50	\$ 543,342.50
Total Available funds for expenditures				\$ 48,194.41	\$ 543,342.50

Year	City of Windcrest Pay Rate Table (% avg.)	CPI, South Region (% avg.)*	Diff. (%, +/-)
FY 19-20	2	1.08	0.92
FY 20-21	2	3.62	-1.62
FY 21-22	2	6.9	-4.9

https://www.bls.gov/regions/southeast/news-release/consumerpriceindex_south.htm

* https://www.bls.gov/regions/southeast/news-release/consumerpriceindex_south.htm

U.S. Bureau of Labor Statistics, Southeast region

Cost of Living Adjustment Data

FY 21-22 (6 months)	2%	3%	4%	5%
General Fund	\$ 38,399.59	\$ 57,819.04	\$ 77,238.50	\$ 96,657.96
Garbage Fund	\$ 456.66	\$ 685.00	\$ 913.33	\$ 1,141.66
WCCPD	\$ 1,262.70	\$ 1,894.05	\$ 2,525.40	\$ 3,156.75
Total Cost	\$ 40,118.95	\$ 60,398.09	\$ 80,677.23	\$ 100,956.37

FY 22-23 (1 year)	2%	3%	4%	5%
General Fund	\$ 76,799.18	\$ 115,638.09	\$ 154,477.00	\$ 193,315.91
Garbage Fund	\$ 913.33	\$ 1,369.99	\$ 1,826.66	\$ 2,283.32
WCCPD	\$ 2,525.40	\$ 3,788.10	\$ 5,050.80	\$ 6,313.50
Total Cost	\$ 80,237.91	\$ 120,796.18	\$ 161,354.46	\$ 201,912.74

Month	2019	2020	2021	2022
1-month	12-month	12-month	12-month	12-month
January		2.3	1.6	
February		1.9	2	
March		1.1	2.9	
April		-0.2	4.4	
May		-0.4	5.6	
June		0.3	5.8	
July		0.6	5.8	
August		1.1	5.6	
September		1.3	5.8	
October	1.3	1.3	6.6	
November	1.6	1.2	7.2	
December	2.1	1.4		