

City of Windcrest



AGENDA CITY COUNCIL MEETING 6:00 PM JANUARY 6, 2025

CITY COUNCIL CHAMBERS - 8601 MIDCROWN

CCM @ 6 PM

NOTICE IS HEREBY GIVEN THAT THE CITY OF WINDCREST CITY COUNCIL WILL HOLD A REGULAR CITY COUNCIL MEETING AT WINDCREST CITY HALL LOCATED AT 8601 MIDCROWN, WINDCREST, TEXAS ON MONDAY, JANUARY 6, 2025, STARTING AT 6:00 PM.

THE CITY COUNCIL RESERVES THE OPTION TO RECESS THE MEETING DURING THE EVENING OF MONDAY, JANUARY 6, 2025, AND TO RECONVENE THE MEETING ON THE FOLLOWING BUSINESS DAY, TUESDAY, JANUARY 7, 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. CEREMONIAL - SWEARING IN OF NEWLY ELECTED CITY COUNCIL MEMBER PLACE 3

V. 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.

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

VI. ORDINANCE

- a) City Council will review, discuss, and may act on an ordinance amending the City of Windcrest Code of Ordinance, Chapter 103 Building Code regarding accessory buildings. **(1st Reading)** [Rafael Castillo, Jr., City Manager]

VII. RESOLUTION

- a) City Council will review, discuss, and may act on a resolution approving a transfer of MEIA cash proceeds to TexPool investment account in the amount of \$4,740,00.00. [Cindy Strzelecki, Council Member Place 2/Mayor Pro Tem]
- b) City Council will review, discuss, and may act on a resolution approving a transfer of funds amounting to \$2,000,000.00 from General Fund to TexPool investment account. [Cindy Strzelecki, Council Member Place 2/Mayor Pro Tem]
- c) City Council will review, discuss, and may act on a resolution approving a contract with the Windcrest Little League beginning January 1, 2025 - December 31, 2025. [Rafael Castillo, Jr., City Manager]
- d) City Council will review, discuss, and may act on a resolution implementing a Multi-Jurisdictional Hazard Mitigation Plan with Bexar County. [Rafael Castillo, Jr., City Manager]

VIII. DISCUSSION AND ACTION

- a) City Council will review, discuss, and may act on drafting a Request for Qualifications/Proposal (RFQ/RFP) for the City Manager position or a firm for executive search service for the City Manager position. [Adam Astleford, Council Member Place 5]
- b) City Council will review, discuss, and may act on establishing the practice of annual employee surveys along with an associated schedule and budget. [Susie Hamilton, City Council Place 1]
- c) City Council will discuss, and may take action on hiring process for the Windcrest Police Department Chief of Police. [Rafael Castillo, Jr., City Manager]

IX. EXECUTIVE SESSION

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

i. Pursuant to Govt. Code §551.071 (consultation with attorney) for deliberation and discussion on the legal aspects of the City of Windcrest Ethics Code.

ii. Pursuant to Govt. Code §551.074 (consultation with attorney) for deliberation and discussion regarding personnel matters to deliberate the duties, responsibilities, evaluation, employment status and request from City Manager.

X. CITY MANAGER'S REPORT

Any oral report provided by the city manager will be informational only and not for council action.

The city manager may provide updates on community and upcoming city events, the status of the operation of individual departments, any unusual activity from any specific department which has occurred since the posting of the agenda, or to provide potential topics of discussion which may appear on a future agenda.

XI. 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.

XII. 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 6, 2025.

BY:

A handwritten signature in black ink, reading "Rachel C. Dominguez". The signature is written in a cursive, flowing style with a large loop at the end of the last name.

Rachel C. Dominguez, City Secretary

ORDINANCE NO. 2025-____(O)

**AN ORDINANCE OF THE CITY OF WINDCREST, TEXAS
AMENDING SECTION 103-58, CITY OF WINDCREST
CODE OF ORDINANCES, RELATED TO THE SIZE AND
TYPE OF MATERIALS FOR ACCESSORY BUILDINGS;
AND PROVIDING FOR FINDINGS OF FACT, A
CUMULATIVE CLAUSE, SEVERABILITY, AND AN
EFFECTIVE DATE.**

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

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

WHEREAS, the City Council of the City of Windcrest desires to amend Section 103-58, Code of Ordinances of the City of Windcrest (the “**Code**”), to establish size limits for accessory buildings based on percentage of lot size; and

WHEREAS, the City Council desires that the definition of “accessory building” in Chapter 103 of the Code be consistent with the definition of “accessory building” in Chapter 113; and

WHEREAS, for the avoidance of doubt, and for that purpose only, the City Council desires to provide examples of accessory buildings to which Chapter 103 of the Code applies; and

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

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

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

I. ENACTMENT

- A. Definitions. Section 103-21 is amended as set forth below, with insertions indicated by underlines (e.g. underlines) and deletions indicated by strikethroughs (e.g. ~~strikethroughs~~):

Sec. 103-21. Definitions

For the purposes of this article, certain terms and words are hereby defined. Words used in the present tense shall include the future; the singular number shall include the plural, the plural the singular. The term "building" includes the term "structure," the term "lot" includes the term "plot," and the term "shall" is mandatory and not merely permissive or directory.

Accessory buildings~~s~~ and use means a ~~subordinate~~ lesser building or a portion of the main building, the use of which is incidental to that of the main building or to the main use of the premises. An accessory use is one which is incidental to the main use of the premises.

Alteration means any change or modification in construction or occupancy.

Building means any structure designed or intended for the support, enclosure, shelter, or protection of persons, animals, chattels, or property.

Construction means the erection of a structure.

Demolition means the whole or partial destruction of an existing building in preparation for reuse of the land area.

District means a section or sections of the City, for which regulations governing the use of buildings and premises, the height of buildings, the size of yards, and the intensity of use are uniform.

Engineer means a person duly authorized and properly registered under the provisions of the Texas Engineering Practice Act, as heretofore and hereafter amended, to practice the profession of engineering.

Enlargement means the increasing of the floor area to include the addition of height.

Erection means the raising and setting of a sign in an upright position, or the building and construction of a building.

Finish out means completion of interior units within a shell building as required by tenant.

~~*Grade level* means the highest point of elevation of the finished surface of the ground, paving, or sidewalk between the main structure and the property line.~~

Impervious cover means all man-made impermeable improvements covering the natural land surface that prevent infiltration of water into the natural land surface, such as buildings, driveways, parking areas, swimming pools, decks, and patios surfaced with concrete, asphalt, masonry, or paving stones.

Lot means an undivided tract or parcel of land having frontage on a public street and which is, or in the future may be, offered for sale, conveyance, transfer or improvement which is designated as a distinct and separate tract, and which is identified by a tract or lot number or symbol in a duly approved subdivision plat which has been properly filed for record.

Parking space means an open or enclosed area intended for the parking of vehicles and being at least 9 feet wide and 20 feet long, exclusive of the driveways connecting said space with a street or alley. Said parking space and connecting driveways shall be durably surfaced and so arranged to permit satisfactory ingress and egress of an automobile.

Plat means a complete and exact plan for the subdivision of a tract of land into lots for building purposes, which, if approved by the City Council, may be submitted to the county clerk for recording.

Rear yard means a yard extending across the rear of a lot, measured between the side lot lines, and being the minimum horizontal distance between the rear lot line and the rear of the main building or any projection other than steps or unenclosed porches. On both corner lots and interior lots, the rear yard shall in all cases be at the opposite end of a lot from the front yard, as defined above.

Reconstruction means the building of a previously existing structure.

Shell means an outside framework with an unfinished interior, or where four outside walls are completed as a unit with the interior intended to be finished for construction for

use as required by tenants.

Siting means the location or position of a structure on a site or plat.

Structural alterations means any change in the supporting members of a building, such as bearing walls or partitions, columns, beams, or girders, or any complete rebuilding of the roof or exterior walls.

Structure means anything constructed or erected, the use of which requires permanent or temporary location on the ground or attachment to something having a permanent or temporary location on the ground, including, but without limiting the general inclusiveness of the foregoing, advertising signs, billboards, poster boards, fences, and pergolas.

- B. Accessory Buildings. Section 103-58, Code of Ordinances, City of Windcrest, Texas, is amended as set forth below, with insertions indicated by underlines (e.g. underlines) and deletions indicated by strikethroughs (e.g. ~~strikethroughs~~):

Sec. 103-58. Permits.

- (a) No structure, building or parking lot (area), shall be erected, sited, constructed, altered, reconstructed, enlarged, finished out, or demolished in any zoning district of the City, without a permit therefor having first been issued by the director of building services, and no such permit shall be issued unless the tract or lot upon which such structure, building or parking lot (area) is now or is to be located shall have been formally platted as required by chapter 111, and said plat filed for record in the manner provided by law.
- (b) The following types of construction work are specifically identified as requiring permits to be issued by the City in the manner prescribed in this division:
 - (1) New residential building, including mechanical, electrical, and plumbing work.
 - (2) Remodeling and additions, including mechanical, electrical, and plumbing work.
 - (3) All types of roofing, to include replacement of shingles.

- (4) Fence, new or replacement of an existing fence, when using different material or placed in a different location. (All masonry fences require a permit.)
- (5) Furnace, or central air conditioning, entire new unit or replacement of an existing unit or component.
- (6) Flatwork:
- a. Driveways, new or a replacement, including curb cut.
 - b. Sidewalks.
 - c. Slabs in front or side yards exceeding 16 square feet.
- (7) New irrigation or lawn sprinkler systems or the replacement of backflow prevention.
- (8) New swimming pools, either above or in the ground.
- (9) New spas or hot tubs.
- (10) Masonry mailboxes on public sidewalks.
- (11) New or replacement water heaters or water softeners.
- (12) ~~Accessory buildings as defined herein above (see chapter 113 for additional accessory building requirements) and;~~ Provided that accessory buildings located in an R-1 zoned district and used as a tool shed, greenhouse, playhouse, garage, storage shed or similar use, ~~located in an R-1 zoned district, and must be erected~~, sited, constructed, reconstructed, or enlarged must comply in compliance with the following requirements:
- a. No sewer connections shall be installed. Electrical, water or gas connections may be made with appropriate permits.

- b. The area of all accessory buildings plus the area of any other impervious cover may not exceed forty-five percent (45%) of the total area of the rear yard. No more than two buildings, one being a greenhouse, may be erected if other than 90 percent masonry buildings.
- c. Accessory Bbuildings shall not be sited or constructed forward of the rear-most portion of the main ~~structure~~ building or any projection of the main building other than steps or enclosed porches.
- d. All accessory buildings shall be set-back not less than ten feet from the main ~~dwelling building or any projection of the main building other than the steps or unenclosed porches~~ and not less than three feet from all lot lines and shall not occupy any portion of ~~any easements if placed on permanent foundation. If portable the three-foot setback applies. Masonry buildings shall not be less than ten feet from all lot lines and shall not occupy any portion of easements.~~
- e. ~~Excluding masonry buildings, buildings will not exceed _____ square feet of interior space nor nine feet in height (above grade level). Accessory buildings may not exceed twelve (12) feet in height when measured from the highest point of the building to the average level of the finished surface of the ground adjacent to the exterior walls. The term "grade level" is defined as the highest point of elevation of the finished surface of the ground, paving, or sidewalk between the main structure and the property line.~~
- f. Accessory Bbuildings will be of a color which matches or is in harmony with the existing main structure. ~~Masonry buildings will be in harmony in design, color and materials with the existing main structure.~~

- (13) Accessory buildings or portable containers used as a storage shed or similar use located in a B-1 or B-2 zoned district are not permissible without the specific approval of the city council. The procedures outlined in section 103-59 will be followed to obtain a building permit for the addition or placement of an accessory building.

- (14) No temporary or permanent building or structure shall be constructed, erected, sited, altered, enlarged or finished out on any lot forward of the rear most portion of the main structure unless it is attached to the main structure ~~and its walls are at least 90 percent masonry, such as stone, brick, stone veneer, brick veneer or cement plaster~~. Attached buildings or structures without walls shall be constructed of cedar, cypress or redwood lumber which is painted or stained to correspond in style and architecture to the main structure to which it is appurtenant. Attached buildings or structures with roofs shall have the same material, color and design as the structure to which it is appurtenant. Any attached building or structure shall not encroach past a building setback line in the applicable plat or city code.
- (15) All temporary or permanent buildings and structures, whether attached or freestanding, shall meet the design loads and anchorage criteria of the International Building Code. An applicant for a building permit shall furnish verification of compliance with such design loads and anchorage criteria.

II. FINDINGS OF FACT

The recitals in the preamble are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein

III. CUMULATIVE CLAUSE

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

IV. SEVERABILITY

The City Council of the City of Windcrest intends that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance should be declared unconstitutional or invalid by final judgment or decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of the

Ordinance, since the same would have been enacted by the City Council without incorporation in this ordinance of any such unconstitutional or invalid phrases, sentences, paragraphs, or sections.

**V.
EFFECTIVE DATE**

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

DULY PASSED ON FIRST READING, on the _____ day of _____, 2025 at a regular meeting of the City Council of the City of Windcrest, Texas, which was held in compliance with the Texas Open Meetings Act, Chapter 551, Texas Government Code, at which meeting a quorum was present and voting.

DULY PASSED AND APPROVED, on the _____ day of _____, 2025 at a regular meeting of the City Council of the City of Windcrest, Texas, which was held in compliance with the Texas Open Meetings Act, Chapter 551, Texas Government Code, at which meeting a quorum was present and voting.

CITY OF WINDCREST, TEXAS:

Dan Reese, Mayor

ATTEST:

Rachel Dominguez, City Secretary

APPROVED:

Ryan Henry, City Attorney

RESOLUTION NO. 2025-*(R)**

A RESOLUTION OF THE CITY OF WINDCREST, TEXAS, CITY COUNCIL TO AUTHORIZE THE TRANSFER OF FUNDS IN AN AMOUNT NOT TO EXCEED \$4,740,000.00 FROM THE MEIA CASH PROCEEDS TO TEXPOOL TO INVEST IN TEXPOOL

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

WHEREAS, the Windcrest City Council authorizes the transfer of \$4,740,000.00 of the MEIA cash proceeds to its TexPool account for holding; and

WHEREAS, the Windcrest City Council authorizes the investment of such funds for purposes of holding the funds in the City's TexPool account; and

WHEREAS, the Windcrest City Council finds such transfer does not change any budgeted amounts, is fiscally responsible, and is in the interest of the City and public as a whole.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WINDCREST, TEXAS that the City Manager and City's Finance Director are authorized, jointly or separately, to execute such transfer not to exceed \$4,740,000.00 from the MEIA cash proceeds to its TexPool account for holding and investment.

DULY PASSED AND APPROVED, on the _____ day of _____, 2025 at a regular meeting of the City Council of the City of Windcrest, Texas, which was held in compliance with the Open Meetings Act, Gov't. Code §551.001, et. Seq. at which meeting a quorum was present and voting.

CITY OF WINDCREST, TEXAS

Dan Reese, Mayor

ATTEST:

Rachel Dominguez, City Secretary

APPROVED:

Ryan S. Henry, City Attorney

RESOLUTION NO. 2025-*(R)**

A RESOLUTION OF THE CITY OF WINDCREST, TEXAS, CITY COUNCIL TO AUTHORIZE THE TRANSFER OF FUNDS IN AN AMOUNT NOT TO EXCEED \$2,000,000.00 FROM THE GENERAL FUND TO TEXPOOL TO INVEST IN TEXPOOL

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

WHEREAS, the Windcrest City Council authorizes the transfer of \$2,000,000.00 of the General fund of the City of Windcrest to its TexPool account; and

WHEREAS, the Windcrest City Council authorizes the transfer to its TexPool account for holding and investment; and

WHEREAS, the Windcrest City Council finds such transfer does not change any budgeted amounts, is fiscally responsible, and is in the interest of the City and public as a whole.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WINDCREST, TEXAS that the City Manager and City's Finance Director are authorized, jointly or separately, to execute such transfer not to exceed \$2,000,000.00 from the General Fund to the City's TexPool account for holding and investment purposes.

DULY PASSED AND APPROVED, on the _____ day of _____, 2025 at a regular meeting of the City Council of the City of Windcrest, Texas, which was held in compliance with the Open Meetings Act, Gov't. Code §551.001, et. Seq. at which meeting a quorum was present and voting.

CITY OF WINDCREST, TEXAS

Dan Reese, Mayor

ATTEST:

Rachel Dominguez, City Secretary

APPROVED:

Ryan S. Henry, City Attorney

RESOLUTION 2025-*(R)**

A RESOLUTION APPROVING A NEW WINDCREST LITTLE LEAGUE LEASE COMMENCING JANUARY 1, 2025, AND ENDING DECEMBER 31, 2025, AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID LEASE ON BEHALF OF THE CITY

WHEREAS, the Windcrest Little League has leased the ball field complex owned by the City of Windcrest in Takas Park for many years to host little league baseball and softball games, tournaments, practices, and other related uses; and

WHEREAS continued use of such ball field complex by the Windcrest Little League furthers the public interest of the youth and citizens of Windcrest by, among other things, promoting community and the physical education and development of children;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WINDCREST, TEXAS, that the attached Windcrest Little League Lease Agreement commencing January 1, 2025, and ending December 31, 2025, is hereby approved and the City Manager is authorized to execute such lease on behalf of the City.

DULY PASSED AND APPROVED, on the 6th day of January, 2025, at a regular meeting of the City Council of the City of Windcrest, Texas, which was held in compliance with the Texas Open Meetings Act, Chapter 551, Texas Government Code, at which meeting a quorum was present and voting.

CITY OF WINDCREST, TEXAS

Dan Reese, Mayor

ATTEST:

Rachel C. Dominguez, City Secretary

APPROVED:

Ryan Henry, City Attorney

WINDCREST LITTLE LEAGUE LEASE AGREEMENT

WHEREAS, the WINDCREST LITTLE LEAGUE (hereinafter referred to as “WLL”) has requested permission to use the Ball Field Complex owned by the CITY OF WINDCREST (hereinafter referred to as “CITY”) in Takas Park, 9312 Jim Seal Drive, Windcrest, Texas for the year 2025; and

WHEREAS, the CITY has determined that such use of the Ball Field Complex (which includes four fields with two dugouts per field, the area adjacent to the westernmost field Monday thru Friday from 5:00 P.M. to 10:00 P.M. and Saturday -Sunday from 8:00 A.M. – 10:00 P.M., a field house consisting of a concession area, storage area and restrooms, spectator areas and a batting and pitching cage) will be in the public interest and contributes to the general welfare of the community.

NOW THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, for a good and valuable consideration, CITY and WLL agree as follows:

1. WLL is authorized to use the Ball Field Complex beginning January 1, 2025, and shall conclude use of the Ball Field Complex on December 31, 2025, to host little league softball and baseball games, tournaments, practices, and/or other uses consistent with these uses. Any use of the Ball Field Complex for uses not expressly noted in this agreement shall require WLL to request prior written approval by CITY through the City Manager.
2. WLL shall provide in-kind consideration in the approximate value of \$10,000.00 to improve, repair, and/or maintain the Ball Field Complex during the duration of the lease term in exchange for its use of the Ball Field Complex as directed under this lease.
3. WLL shall appoint one member of the Windcrest City Council and the Windcrest Economic Development Corporation ex officio members of WLL Board of Directors. Ex officio members of WLL Board of Directors are entitled to notice of all meetings of the WLL Board of Directors and are authorized to attend such meetings. While the ex officio members are nonvoting members of the WLL Board of Directors. The appointed ex officio members shall serve for the term of this lease agreement and reappointments ex officio members will run concurrent with the renewal of each contract renewal. In the event that an ex officio member is not able to serve the full term, WLL shall appoint a replacement from the members of Windcrest City Council or the Windcrest Economic Development Corporation, depending on which entity holds the vacancy, to serve the remainder of the unexpired term.
4. CITY reserves the right to terminate WLL’s use of the Ball Field complex if WLL fails to cure a material breach of this agreement within thirty (30) days after notice of the material breach from the City, or without cause at the end of any season. WLL shall indemnify CITY and shall hold and save CITY, its boards, officers and employees harmless from and against all claims, lawsuits, judgments, costs, liens,

WINDCREST LITTLE LEAGUE LEASE AGREEMENT

losses, expenses, fees (including attorney fees and cost of defense), proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including personal or bodily injury (including death), property damage, or other harm for which recovery of damages is sought that is found by a court of competent jurisdiction to be caused by the intentional or negligent act, error, or omission of WLL, any agent, officer, director, representative, employee, affiliate, or subcontractor of WLL, or their respective officers, agents, employees, directors, or representatives, while using the Ball Field Complex. This indemnity does not apply to any liability resulting from the negligence of CITY, its officers, employees, contractors or subcontractors. WLL shall advise CITY in writing of any known claim or demand against WLL or CITY related to or arising out of WLL's use of the Ball Field complex within seven (7) days from the date in which WLL received. WLL shall furnish and maintain a general liability insurance policy in the amount of \$1,000,000.00 protecting WLL and CITY against the liabilities referred to in this paragraph and shall furnish a copy of such insurance or its renewals to CITY prior to the use of the Ball Field Complex.

5. Any notice to any party under this agreement 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 agreement, 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.
6. WLL's financial records shall be open to inspection by CITY through its City Manager during regular business hours or provided upon request by the City Manager for review within three (3) days of such request. Additionally, at the end of every third month of the lease term, WLL shall submit a financial report to the Office of the City Secretary.
7. WLL shall provide CITY a monthly report to the City Manager or the City Manager's designee indicating every entity or person that used the Ball Field Complex by listing the name, address, and telephone number of such entity or person.
8. WLL shall provide CITY a monthly calendar of scheduled events per calendar year. Understanding, dates of tournaments, and scheduled events change regularly, WLL shall inform the CITY of any changes to the calendar a minimum of 7 calendar days prior to an event.
9. When WLL has a designated reservation, it reserves the right to authorize use of the Ball Field Complex by other entities during the term of this agreement, so long as it does not interfere with the scheduled use by WLL. WLL may not authorize the use of the Ball Field Complex by any other entity without the written consent of CITY. Such consent shall not be unreasonably withheld. Any Sublessor's name and contact information shall be provided to the CITY prior to use of the facility.

WINDCREST LITTLE LEAGUE LEASE AGREEMENT

10. WLL shall be solely responsible for repairs, including all costs related thereto, any damage to any part of the Ball Field Complex which occurs on account of carelessness, negligence, vandalism or mischief from WLL patrons. CITY shall be responsible for repairs, including the costs thereof, for damages to any part of the Ball Field Complex which occurs due to the carelessness, negligence, vandalism or mischief of others. Repairs occasioned by normal wear and tear are not included in the obligation of WLL but will be borne by CITY. CITY will also provide for the use and service of a trash dumpster for the Ball Field Complex, such cost to be borne by CITY.
11. WLL shall keep the Ball Field Complex neat, attractive and serviceable. WLL shall pay a penalty of \$50.00 per day that trash, debris and equipment are not removed from the Ball Field Complex. Upon demand by CITY, WLL representatives shall inspect the Ball Field Complex with representatives from CITY, to note any clean up deficiencies. If repeated clean up deficiencies occur, CITY may cancel the agreement upon thirty (30) days notice to WLL as set out herein.
12. WLL is authorized to place four storage containers on the Ball Field Complex at a location agreeable to CITY. WLL shall be solely responsible for maintenance and security of the containers to include painting in appropriate colors. WLL will ensure the containers meet fire and safety requirements set by CITY. Additionally, on expiration of the lease WLL shall be responsible for the removal of the containers.
13. CITY will provide the same level of park security which it provides to other park areas of CITY. Any additional security needed during the use of the Ball Field Complex by WLL shall be provided by WLL at its own expense.
14. Other than the repair of existing facilities, WLL shall not make any alterations to the Ball Field Complex without the written approval of CITY.
15. The CITY shall designate the nineteen (19) parking places identified in Exhibit A¹ for use by the WLL in the course and scope of WLL's normal operations. However, other than the nineteen (19) parking places identified in Exhibit A, when an event is reserved at the civic center, individuals or entities reserving the civic center shall have the primary right to parking necessary for a scheduled event, subject to determinations made by the City Manager or the City Manager's designee.
16. WLL is authorized to use the Takas Park Civic Center for the purpose of board meetings, registration, clinics, and other league functions. WLL will be bound and subject to all rules for use of the facility including, but not limited to prior registration through the City Manager or the City Manager's designee.

¹ Exhibit A is a satellite image of the Windcrest Civic Center parking lot that identifies the nineteen (19) parking places designated by the City for use by WLL.

WINDCREST LITTLE LEAGUE LEASE AGREEMENT

17. Attached hereto is a copy of the Rules and Regulations pertaining to the use of Takas Park. The parties agree that CITY can amend these rules from time to time during the course of this lease without otherwise affecting this lease. The rules in force at any such time will be the Rules and Regulations CITY currently has in effect for the use of Takas Park
18. The phrases, clauses, sentences, paragraphs, and sections of this agreement are severable, and if any phrase, clause, sentence, paragraph, or section of this agreement should be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this agreement, since the same would have been incorporated by WLL and CITY without incorporation in this agreement of any such unconstitutional phrases, sentences, paragraphs, or sections.
19. This agreement is not a contract for goods or services and shall not be interpreted as such.
20. If WLL is required to obtain any permit from the CITY to exercise its rights or obligations under this agreement, the CITY may waive permit fees upon receipt of the relevant permit application and a request for fee waiver from WLL.

WINDCREST LITTLE LEAGUE:

CITY OF WINDCREST:

By: _____

By: _____
Rafael Castillo, Jr., City Manager

Name: _____

Address:
8601 Midcrown
Windcrest, Texas 78239

Title: _____

Date: _____

Phone: (210) 655-0022

Address: _____

ATTEST:

Rachel C. Dominguez, City Secretary

Phone: () _____

Resolution: 2025-**(R)

Date: _____

APPROVED AS TO FORM:

Ryan Henry, City Attorney