



**CITY OF WINDCREST ECONOMIC DEVELOPMENT CORPORATION
BOARD OF DIRECTORS
MARCH 11, 2026**

CITY COUNCIL CHAMBERS - 8601 MIDCROWN

5:30 PM

NOTICE IS HEREBY GIVEN THAT A **REGULAR** MEETING OF THE BOARD OF DIRECTORS OF THE WINDCREST ECONOMIC DEVELOPMENT CORPORATION (WEDC) WILL BE HELD AT WINDCREST CITY HALL, 8601 MIDCROWN, WINDCREST, TEXAS ON WEDNESDAY, MARCH 11, 2026, STARTING AT 5:30 PM. DURING THE MEETING, THE BOARD WILL CONSIDER, DELIBERATE, AND MAY TAKE ACTION UPON ANY OF THE SUBJECTS LISTED BELOW.

"The Board Intends To Have A Quorum Physically Present At The Above Address. Board Members Not Physically Present May Participate By Live Two-Way Video And Audio Feed Following The Texas Open Meetings Act."

Vision Statement: Nourish And Develop A Vibrant Community That Consistently Pushes The Limits.

Mission Statement: Facilitate Interaction Between Business, City, And Other Community Organizations To Nourish The Economic Health And Well-Being Of Windcrest, Its Citizens, And The Region.

Request All Pagers And Cell Phones Be Turned Off, Except Emergency On-Call Personnel. Citizens Are Asked To Refrain From Talking During Proceedings Unless Recognized By The Presiding Officer.

CITIZEN COMMUNICATION: AS A COURTESY TO CITIZENS IN ATTENDANCE, AND AT THE DISCRETION OF THE PRESIDING OFFICER OF THE MEETING, CITIZENS WILL BE GIVEN A REASONABLE OPPORTUNITY TO STATE THEIR COMMENTS OR ASK QUESTIONS REGARDING ANY ITEM ON THE AGENDA, BEFORE THE BOARD TAKES ACTION ON ANY ACTION ITEMS LISTED. THE BOARD REQUESTS COMMENTS BE BRIEF, TO THE POINT, AND NO LONGER THAN 6 MINUTES. TIME CANNOT BE YIELDED TO ANOTHER SPEAKER. PLEASE NOTE THAT THE BOARD MAY NOT BE PERMITTED TO RESPOND TO QUESTIONS OR COMMENTS.

It's Important To Note That The Items Listed On The Agenda Below May Not Be Discussed Or Considered In The Order They Are Presented. If Any Item On The Agenda Requires Discussion In An Executive Or Closed Session, The Board Will Convene As Permitted By And Following Texas Government Code Chapters 551.071 And 551.090.

Consistent With Windcrest City Council Resolution No. 292, The WEDC Board Elects To Audio And Video Record Its Meetings. The Recordings Are Preserved Electronically As The Official Minutes Of Its Meetings.

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

1. Roll call and Establish Quorum
2. Vote to excuse absent board member(s), if applicable
3. Pledge of Allegiance
4. Prayer

II. SWEARING IN CEREMONY

- a) Swearing in new WEDC Board member, Mitch Weidenbach

III. CITIZENS TO BE HEARD

Members of the public may sign up to provide public comments to the Board of Directors, as per City and Board regulations and guidelines.

NOTE: Citizens may address the WEDC on topics not on the agenda for no more than three (3) minutes. An email statement may be sent to the WEDC Coordinator at knelson@windcrest-tx.gov to be read into the meeting to the WEDC Board.

IV. VISITORS/PRESENTATIONS

- a) Executive Directors Report regarding Economic Development Activities.
- b) Current Financials (Balance, Revenue & Expense) ending January, 2026.

V. DISCUSSION AND ACTION

- a) Holiday Inn Express Project
- b) Placer.ai Contract
- c) Proposed Windcrest Advertising Grant Program
- d) FY 2025-2026 Budget Amendment Resolution

VI. EXECUTIVE SESSION

Per Texas Local Govt. Code Sections 551.072, 551.071, 551.087 Consultation with Legal Counsel

regarding real estate transactions, discussion regarding the purchase, lease, or exchange of real property within the City of Windcrest, and economic development/redevelopment of property to include active and confidential economic development projects. The Windcrest Economic Development Corporation reserves the right to adjourn into executive session at any time during course of the meeting to discuss any matter listed below:

VII. RESUME OPEN SESSION

Consider and take possible action on matters discussed in the executive session, potential purchase of real property, and economic incentive requests.

VIII. GENERAL ANNOUNCEMENTS AND FUTURE AGENDA ITEMS REQUESTED

IX. ADJOURNMENT

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the Windcrest Economic Development Corporation Board of Directors 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 three (3) business days prior to the meeting on March 11, 2026.

BY:



Karen K. Nelson, WEDC Liason
Business Retention and Expansion Coordinator

CITY OF WINDCREST
SELECTED BUDGET BALANCE SHEET
AS OF: JANUARY 31ST, 2026

13 -ECONOMIC DEVELOPMENT CORP

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
13-1102	CLAIM ON CASH	212,603.26	
13-1105	CASH - CHECKING	475,495.65	
13-1115	INVESTMENTS-TEXPOOL#15900001	0.00	
13-1116	INVESTMENTS-TEXPOOL#15900003	0.00	
13-1117	COMMERCE BANK	0.00	
13-1118	EDC - Investment First Public	1,168,629.04	
13-1200	COMPUTERS AND MONITORS	0.00	
13-1201	FURNITURE AND FIXTURES	0.00	
13-1202	BUILDING AND IMPROVEMENTS	0.00	
13-1204	PREPAID SALES TAX	0.00	
13-1205	PREPAID OTHER	(1,410.92)	
13-1250	ACCUMULATED DEPRECIATION	0.00	
13-1315	DUE FROM GENERAL FUND	0.00	
13-1510	A/R SALES TAX	<u>0.00</u>	
		<u>1,855,317.03</u>	
TOTAL ASSETS			1,855,317.03
			=====
LIABILITIES			
=====			
13-2200	WAGES PAYABLE	0.00	
13-2217	COMMERCE BANK	(4,066.32)	
13-2315	DUE TO GENERAL FUND	(24,527.40)	
13-2320	DUE TO TAXING ENTITIES	0.00	
13-2400	A/P PENDING	0.00	
13-2401	ACCOUNTS PAYABLE	0.00	
13-2410	A/P - SALES TAX	0.00	
13-2451	A/P SALES TAX PAYBACK	<u>0.00</u>	
	TOTAL LIABILITIES	(<u>28,593.72</u>)	
EQUITY			
=====			
13-3201	FUND BALANCE	<u>1,856,012.27</u>	
	TOTAL BEGINNING EQUITY	1,856,012.27	
TOTAL REVENUE		167,671.47	
TOTAL EXPENSES		<u>139,772.99</u>	
TOTAL INCREASE/(DECREASE) IN FUND BAL.		27,898.48	
TOTAL EQUITY & FUND BALANCE		<u>1,883,910.75</u>	
TOTAL LIABILITIES, EQUITY & FUND BALANCE			1,855,317.03
			=====

CITY OF WINDCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2026

13 -ECONOMIC DEVELOPMENT CORP

% OF YEAR COMPLETED: 33.33

	SELECTED ORIGINAL	SELECTED AMENDED	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>								
ALL REVENUES	<u>667,200</u>	<u>667,200</u>	<u>87,196.31</u>	<u>167,671.47</u>	<u>0.00</u>	<u>0.00</u>	<u>25.13</u>	<u>499,528.53</u>
TOTAL REVENUES	667,200	667,200	87,196.31	167,671.47	0.00	0.00	25.13	499,528.53
<u>EXPENDITURE SUMMARY</u>								
<u>00-GENERAL EXPENDITURES</u>								
SALARIES & BENEFITS	244,600	244,600	18,685.18	65,843.30	0.00	0.00	26.92	178,756.70
OTHER EXPENSES	421,600	421,600	6,381.25	73,929.69	0.00	0.00	17.54	347,670.31
CAPITAL EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
OTHER INCOME/EXPENSES	<u>0</u>	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL 00-GENERAL EXPENDITURES	666,200	666,200	25,066.43	139,772.99	0.00	0.00	20.98	526,427.01
TOTAL EXPENDITURES	666,200	666,200	25,066.43	139,772.99	0.00	0.00	20.98	526,427.01
REVENUE OVER/ (UNDER) EXPENDITURES	1,000	1,000	62,129.88	27,898.48	0.00	0.00	2,789.85 (	26,898.48)

CITY OF WINDCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2026

13 -ECONOMIC DEVELOPMENT CORP

% OF YEAR COMPLETED: 33.33

REVENUES	SELECTED ORIGINAL	SELECTED AMENDED	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
13-4115 SALES TAX (.25)	650,000	650,000	82,455.07	147,395.45	0.00	0.00	22.68	502,604.55
13-4301 INTEREST	17,200	17,200	4,741.24	20,276.02	0.00	0.00	117.88 (	3,076.02)
TOTAL REVENUES	667,200	667,200	87,196.31	167,671.47	0.00	0.00	25.13	499,528.53

CITY OF WINDCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2026

13 -ECONOMIC DEVELOPMENT CORP

% OF YEAR COMPLETED: 33.33

DEPARTMENTAL EXPENDITURES	SELECTED ORIGINAL	SELECTED AMENDED	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
<u>00-GENERAL EXPENDITURES</u>								
=====								
<u>SALARIES & BENEFITS</u>								
13-500-009 SALARIES - EDC	87,500	87,500	6,014.34	24,057.36	0.00	0.00	27.49	63,442.64
13-500-010 ADMINISTRATIVE EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
13-500-020 EDC OVERTIME	0	0	0.00	0.00	0.00	0.00	0.00	0.00
13-500-030 SOCIAL SECURITY-EDC	5,500	5,500	460.08	1,840.32	0.00	0.00	33.46	3,659.68
13-500-040 HEALTH INSURANCE-EDC	10,500	10,500	975.92	3,761.22	0.00	0.00	35.82	6,738.78
13-500-050 RETIREMENT-EDC	10,500	10,500	899.14	3,717.46	0.00	0.00	35.40	6,782.54
13-500-053 CELL PHONE ALLOW.	600	600	0.00	0.00	0.00	0.00	0.00	600.00
13-500-060 WORKERS COMPENSATION-EDC	500	500	0.00	0.00	0.00	0.00	0.00	500.00
13-500-070 UNEMPLOYMENT COMPENSATION	500	500	42.10	42.10	0.00	0.00	8.42	457.90
13-500-080 CONTRACT LABOR	<u>129,000</u>	<u>129,000</u>	<u>10,293.60</u>	<u>32,424.84</u>	<u>0.00</u>	<u>0.00</u>	<u>25.14</u>	<u>96,575.16</u>
TOTAL SALARIES & BENEFITS	244,600	244,600	18,685.18	65,843.30	0.00	0.00	26.92	178,756.70
<u>OTHER EXPENSES</u>								
13-500-100 PUBLIC RELATION FEES-GENERAL	2,000	2,000	0.00	0.00	0.00	0.00	0.00	2,000.00
13-500-115 PHONE SERVICES	1,200	1,200	0.00	174.97	0.00	0.00	14.58	1,025.03
13-500-120 DUES & SUBSCRIPTIONS	1,000	1,000	0.00	0.00	0.00	0.00	0.00	1,000.00
13-500-130 TRAINING	4,000	4,000	0.00	1,840.00	0.00	0.00	46.00	2,160.00
13-500-132 TRAVEL	6,000	6,000	0.00	760.20	0.00	0.00	12.67	5,239.80
13-500-135 MEALS & ENTERTAINMENT	5,000	5,000	0.00	185.65	0.00	0.00	3.71	4,814.35
13-500-150 EMP MED COST ASSIST	0	0	0.00	0.00	0.00	0.00	0.00	0.00
13-500-200 COMPUTER MAINTENANCE	7,000	7,000	0.00	1,534.46	0.00	0.00	21.92	5,465.54
13-500-201 WEBSITE MAINTENANCE	0	0	0.00	2,783.37	0.00	0.00	0.00	(2,783.37)
13-500-205 RENT	15,700	15,700	1,297.17	5,188.68	0.00	0.00	33.05	10,511.32
13-500-206 FURNITURE AND FIXTURES	1,000	1,000	0.00	0.00	0.00	0.00	0.00	1,000.00
13-500-207 EQUIPMENT, COMPUTER & OTHER	1,000	1,000	0.00	21.64	0.00	0.00	2.16	978.36
13-500-208 INTERNET SERVICES	3,000	3,000	175.93	693.66	0.00	0.00	23.12	2,306.34
13-500-209 REPAIR AND MAINTENANCE	500	500	0.00	0.00	0.00	0.00	0.00	500.00
13-500-210 LIABILITY INSURANCE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
13-500-250 LEGAL EXPENSES	40,000	40,000	3,736.20	15,917.45	0.00	0.00	39.79	24,082.55
13-500-290 AUDIT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
13-500-291 ACCOUNTING SERVICES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
13-500-292 IT SERVICES	5,500	5,500	571.95	1,345.84	0.00	0.00	24.47	4,154.16
13-500-325 SALES TAX COLLECTION SERVICE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
13-500-430 SUPPLIES	3,000	3,000	0.00	266.45	0.00	0.00	8.88	2,733.55
13-500-510 VEHICLE EXPENSE-EDC	3,000	3,000	0.00	80.00	0.00	0.00	2.67	2,920.00
13-500-540 VEHICLE FUEL	1,000	1,000	0.00	154.00	0.00	0.00	15.40	846.00
13-500-590 POSTAGE	700	700	0.00	0.00	0.00	0.00	0.00	700.00
13-500-640 COPIER USAGE	1,000	1,000	0.00	0.00	0.00	0.00	0.00	1,000.00
13-500-700 CONTINGENCIES	3,000	3,000	0.00	283.32	0.00	0.00	9.44	2,716.68
13-500-701 CONSULTING/PLANNING/INFRASTR	40,000	40,000	0.00	0.00	0.00	0.00	0.00	40,000.00
13-500-702 COLLATERAL MATERIAL	34,000	34,000	0.00	0.00	0.00	0.00	0.00	34,000.00
13-500-703 SPONSORSHIP, REGIONAL MARKET	2,000	2,000	600.00	1,125.00	0.00	0.00	56.25	875.00
13-500-704 COMM.REV/STORE FRONT GRANT	50,000	50,000	0.00	0.00	0.00	0.00	0.00	50,000.00
13-500-750 EDC PROJECTS	146,000	146,000	0.00	0.00	0.00	0.00	0.00	146,000.00
13-500-751 PROMOTING WINDCREST	15,000	15,000	0.00	1,575.00	0.00	0.00	10.50	13,425.00
13-500-752 SERVICES AGREEMENT GEN. FUND	<u>30,000</u>	<u>30,000</u>	<u>0.00</u>	<u>40,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>133.33</u>	(<u>10,000.00</u>)
TOTAL OTHER EXPENSES	421,600	421,600	6,381.25	73,929.69	0.00	0.00	17.54	347,670.31

CITY OF WINDCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2026

13 -ECONOMIC DEVELOPMENT CORP

% OF YEAR COMPLETED: 33.33

DEPARTMENTAL EXPENDITURES	SELECTED ORIGINAL	SELECTED AMENDED	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
<u>CAPITAL EXPENSES</u>								
13-500-800 EDC PROJECTS	0	0	0.00	0.00	0.00	0.00	0.00	0.00
13-500-801 PROMOTING WINDCREST	0	0	0.00	0.00	0.00	0.00	0.00	0.00
13-500-810 CAPITAL EXPENSE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
13-500-811 PRINCIPAL	0	0	0.00	0.00	0.00	0.00	0.00	0.00
13-500-812 INTEREST	<u>0</u>	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL CAPITAL EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
<u>OTHER INCOME/EXPENSES</u>								
13-500-900 PRIOR PERIOD ADJUSTMENT	<u>0</u>	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL OTHER INCOME/EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 00-GENERAL EXPENDITURES	666,200	666,200	25,066.43	139,772.99	0.00	0.00	20.98	526,427.01
TOTAL EXPENDITURES	666,200	666,200	25,066.43	139,772.99	0.00	0.00	20.98	526,427.01
REVENUE OVER/ (UNDER) EXPENDITURES	1,000	1,000	62,129.88	27,898.48	0.00	0.00	2,789.85 (	26,898.48)

GM Hospitality and Management & Diwan Hospitality

4201 Wingren Dr, Ste 104, Irving, TX, 75062

02/17/2026

City Council of the City of Windcrest

8601 Midcrown Drive Windcrest, Texas 78239

RE: Support for Continuation of Master Economic Incentives Agreement (MEIA) – Holiday Inn Express & Suites San Antonio North Windcrest

To the Honorable Mayor, City Council, and City Manager,

On behalf of the purchasing entity, we respectfully request the City's consent to assign and transfer the existing property tax abatement associated with the hotel located in Windcrest.

We understand the abatement was originally granted for a 15-year term in recognition of the substantial capital investment made by the current ownership and the long-term economic value the hotel brings to the City. Approximately seven (7) years remain on the existing incentive period. As we move toward closing, continuation of this benefit is an important component of our underwriting and our ability to proceed with the acquisition.

The property has proven to be a strong and consistent performer within the market. It is well maintained, professionally operated, and regularly ranks near the top of its competitive set in STR performance metrics. Beyond the direct hotel occupancy tax revenues generated for the City, the hotel produces significant indirect economic benefits by delivering a steady stream of visitors who support nearby restaurants, retail establishments, and service providers. The project has become an integral demand generator and community asset.

If approved for transfer, our ownership group intends to:

- Maintain the hotel to high brand and operational standards.
- Continue investing capital into the asset to preserve competitiveness and guest satisfaction.
- Retain and support local employment.
- Sustain the property's role as a reliable contributor to the City's broader economic ecosystem.

We are not requesting any modification to the existing agreement, only the assignment of the remaining term under the same structure and intent previously approved by the City.

We appreciate the partnership the City has demonstrated with the hotel over the years and would value the opportunity to continue that relationship. Please let us know if there are any materials, applications, or meetings required to facilitate your consideration of this request.

Sincerely,

Abdulaziz Madhani
President Diwan Hospitality & GM Hospitality and Management

DRAFT

DIWAN 8204 WINDCREST LLC

Company Structure

1. Management & Control

- **Manager / Managing Member:** Diwan Hospitality and Investment Group LLC.
- **Authority:** The Manager has "sole, full, and complete power" to manage and control all business affairs, including the power to acquire or sell the property.
- **Officers:** The Manager may appoint Officers to handle daily operations.

2. Membership Classes

The company is divided into four distinct classes, primarily distinguished by their **Preferred Return** and rights to "upside" proceeds:

Class	Description	Economic Rights
Class A	Passive Members	8.00% Preferred Return.
Class B	Passive Members	10.00% Preferred Return.
Class C	Passive Members	12.00% Preferred Return.
Class D	Managing Member	Entitled to a 20% share in the "upside" of distributable proceeds.

3. Operational Entities & Assets

- **The Property:** A Holiday Inn Express & Suites San Antonio North Windcrest hotel located at **8204 I-35, Windcrest, TX 78239**.
- **SPE (Special Purpose Entity):** The Manager has the discretion to form a wholly-owned (or co-owned) subsidiary to hold the Property for the "Project".
- **Side Car Investments:** The Manager may form related investment vehicles for third-party investors that are partially owned by the Company.

4. Summary of Key Relationships

- **Sponsors/ Guarantee Partner:** Abdulaziz Madhani
- **Non-sponsor / Limited Partner(s):** All members excluding GP
- **Property Manager:** A third party or Affiliate engaged by the Manager to handle day-to-day hotel operations for a fee of approximately 3.50% of monthly gross receipts.
- **Tax Matters Representative:** The Manager serves in this role.



**PLACER LABS INC.
ORDER FORM**

Windcrest Economic Development Corporation	(“Customer”)	Placer Labs Inc.	(“Placer”)
Address:	8940 Fourwinds Dr Ste 206 Windcrest, Texas 78112	Address:	440 N Barranca Ave., #1277 Covina, CA 91723
		Contact Person	Tiffany Huber
Contact Person:	Mario Hernandez	Billing Contact Person:	Jason Tsui
Email:	marioh@windcrest-tx.gov	Billing Email*:	billing@placer.ai
Phone:	(210) 469-6800	Billing Phone*:	415-228-2444 ext 806
Billing Contact Email:	marioh@windcrest-tx.gov	*Not for use for official notices.	

1. Services and Fees.

The services provided under this Order Form (the “Services”) include:

Services Description	List Price	Discount	Total Fees	Services Description Detail
Platform Access	\$14,750	\$2,750	\$12,000	Section 2
Esri Basemaps	\$0	\$0	\$0	Section 2
Chains Report Expanded	\$0	\$0	\$0	Section 2
Void Analysis	\$0	\$0	\$0	Section 2

Total List Price	\$14,750
Total Discount	\$2,750
Subscription Fees Total	\$12,000

All Fees in this Order Form are shown in US Dollar (USD)

The sum of the components may not be equal to the total shown due to rounding; the stated total represents the accurate dollar amount.

2. Services Description.

Chains Report Expanded

Chains Report Expanded which displays chain-level demographic and psychographic data.

Placer Venue Analytics Platform

Access to Placer’s location analytics platform (the “Placer Platform”). Access to Placer XTRA reports, subject to Scoping and Additional Usage Limitations in Section 3.

Void Analysis

Access to the Void Analysis tool.

Advanced Market Report

Advanced Market Report is an advanced version of the market report in the Placer Platform.

Esri Basemaps

Esri Basemaps is enabled on the Placer Platform . The Esri Basemaps product is subject to the Additional Terms for the Esri Basemaps Enabled Platform outlined herein.

3. Permitted Uses and Limitations.

Permitted Uses:

Customer may use Placer Data solely for the following purposes (“**Permitted Uses**”): (a) Customer may use Placer Data for Customer’s internal business purposes; and (b) Customer may incorporate Placer Data into Research Data, as described and subject to the restrictions below.

“**Placer Data**” means the data, information and materials accessible via the Services.

“**Research Data**” means datasets and other materials created by Customer that result in any part from Customer’s use of Placer Data:

- Research Data may contain limited excerpts and discrete portions of Placer Data (“Excerpts”) so long as: (i) such Excerpts are only supportive of, and do not independently form a substantial part of, the Research Data; (ii) Research Data does not include full copies or substantial portions of Placer Data; and (iii) any such Research Data is distributed to no more than a limited number of Customer’s clients and prospective clients and is not commercially or generally distributed;
- The Customer may share Research Data with current and potential customers, and in marketing materials; provided that the Customer shall cite Placer as a provider of such information (for such purpose only, Placer grants Customer the rights to use the Placer.ai name and logo, provided that any such use of the Placer.ai name and logo must clearly indicate that Placer is the provider of data only, and is not involved in any analysis, conclusion, recommendation); and
- Customer shall not, directly or indirectly, resell, distribute, sublicense, display or otherwise provide Placer Data to any third parties, except that Customer may display Placer Data as part of Research Data.

No part of the Placer Data or Research Data may be used: (i) in connection with, or to enable development of machine learning, rules engines, or other similar automated processes; or (ii) to train third-party artificial intelligence (“AI”) technologies, models, software, platforms or tools including, without limitation, ChatGPT, Bard and similar AI technologies. None of the Placer Data, or any part thereof, may be shared externally with any third-party AI technology service providers unless the third-party AI service providers are contractually prohibited from: (i) using the Placer Data to develop or improve the AI technology, (ii) storing any portion of the Placer Data; and (iii) redistributing any portion of the Placer Data to any third party.

Scoping and Additional Usage Limitations: In addition to and not in replacement of any usage limitations in this Order Form and the Agreement, Customer’s access to and usage of the Services and Placer Data is further limited as follows:

- Customer and its authorized users may not share user credentials, logins or Placer Data with any others.
- Customer and its authorized users may not provide access to any third party agents acting on Customer’s behalf (including any consultants, contractors, or other agents of Customer) without prior written consent from Placer. Any such approved access may be subject to an additional fee pursuant to a written amendment to this Order Form.
- POI Requests: Annual Maximum of 260

- Xtra Reports: Quarterly Maximum of 26 credits; Annual Maximum of 104.
- Customer's authorized users may only be members of the following Customer Department: economic development

4. Term and Termination.

Term:

The Initial Term and any Additional Terms are referred to collectively as the "Term."

- **Initial Term:** The initial term of this Order Form will begin as of April 1, 2026 (the "**Effective Date**"), and will continue for 12 consecutive months thereafter (the "**Initial Term**"). Each renewal or additional term, if any, is referred to as "**Additional Term**," and the Initial Term and any Additional Terms are referred to collectively as the "**Term**".
- **Additional Term:** Following expiration of the Initial Term, this Order Form shall be automatically renewed for additional periods of the same duration as the Initial Term, unless either party provides written notice of non-renewal at least twenty (20) days prior to the expiration of the then-current term.

Termination:

- **Material Breach:** Either party may terminate this Order Form upon thirty (30) days' notice if the other party materially breaches any of the terms or conditions of this Order Form or the Agreement (as defined below), and the breach remains uncured during such thirty (30) days.
- **Suspension:** In addition, Placer may immediately suspend Customer's access to the Services, or terminate the Order Form, in the event of non-payment by the Customer or breach by Customer of any restrictions regarding usage of the Services.
- **Fees:** All Fees are non-refundable and in the event of any termination, Customer will pay in full for the Services.

Post -Termination:

- **Rights and Licenses:** Upon any termination or other expiration of this Order Form all rights and licenses granted to Customer to use the Services and Placer Data shall cease.
- **Placer Data:** Within ten (10) days after such termination or expiration, Customer will permanently delete or destroy all elements of Placer Data under its control; provided however, Customer shall not be required to immediately purge from its hard-copy, electronic or email files Placer Data that Customer accessed or otherwise used in compliance with the terms of this Order Form or the Agreement which are contained in such hard-copy, electronic or email files (the "**Post-Termination Information**"), so long as any Post-Termination Information is (x) solely retained for ordinary corporate systems backup, legal or regulatory purposes, (y) not used, copied, distributed or displayed for internal research or marketing or for any other commercial purposes and (z) ultimately deleted in accordance with Customer's data retention policy.
- **Research Data:** Customer may retain and continue to use and distribute copies of Research Data generated hereunder, provided that any such Research Data containing Excerpts (w) is presented in such a manner that it could not reasonably be decompiled or reverse engineered to extract the underlying Placer Data, (x) is used for Customer's internal, non-commercial business purposes only, (y) is ultimately deleted in accordance with Customer's data retention policy and (z) is otherwise used in accordance with this Order Form and the Agreement.
- **Certification:** Upon request from Placer, Customer shall certify in writing its compliance with this provision.

5. Invoicing, Payment Terms, and Fee Increases.

CON-052804

Placer Confidential Information

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Invoicing and Payment Terms:

Placer will invoice Customer as follows for the Initial Term starting on the Effective Date:	Annually (Placer will invoice Customer for the entire Annual Fee promptly after the Effective Date and then annually thereafter)
Customer shall pay all invoices within the following number of days of the invoice date:	30

- Placer will send all billing via electronic invoice to the Customer billing contact email indicated above via NetSuite.
- If Customer believes that Placer has invoiced Customer incorrectly, Customer must contact Placer no later than sixty (60) days after the closing date on the first invoice in which the error or problem appeared in order to receive an adjustment or credit. Inquiries should be directed to Placer's customer support department at support@placer.ai.
- Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection.
- Customer is responsible for all applicable taxes arising directly from the Services other than U.S. taxes based on Placer's net income.

Fee Increases:

- The Annual Fee for the Initial Term has been based on the metric(s) and scoping in this Order Form, Placer reserves the right to increase the Customer's Annual Fee for any Additional Term if the metric or scope of use has increased.
- Except as specifically provided otherwise in this Order Form, renewal of promotional or one-time priced Fees will be at Placer's applicable subscription pricing in effect at the time of the applicable Additional Term.
- Customer agrees that if any event occurs that will result in a material increase in Customer's usage of the Services (whether due to a merger or acquisition or otherwise), Customer will notify Placer in writing no later than thirty (30) days following the date of such event and Placer reserves the right to increase the Customer's Annual Fee mid-Term accordingly. If such event consists of Customer's merger with or acquisition of another customer of Placer, the Annual Fee increase shall be in an amount no less than the pro-rated annual fee of such other customer.
- Except as specifically provided otherwise in this Order Form, Annual Fees for any Additional Term shall be subject to an increase up to the greater of eight percent (8%) or CPI, unless Placer provides notice of different pricing at least thirty (30) days prior to the applicable Additional Term. Any such increase in Annual Fees will only be effective upon commencement of the Additional Term.

6. Support.

Placer will use commercially reasonable efforts to provide customer service and technical support in connection with the Services on weekdays during the hours of 9:00 A.M. through 5:00 P.M. Pacific Time, with the exclusion of federal holidays. For any such support, Customer shall contact support@placer.ai.

7. Confidentiality.

Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Placer includes, without limitation, non-public information regarding features, functionalities and performance of, and pricing for, the Services. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted by the Agreement) or disclose to any third party any Proprietary Information. The foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the

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public, (b) was in the possession of or known to the Receiving Party, prior to disclosure thereof by the Disclosing Party, without any restrictions or confidentiality obligations, (c) was rightfully disclosed to it, without any restrictions or confidentiality obligations, by a third party, (d) was independently developed without use of any Proprietary Information of the Disclosing Party, or (e) is required to be disclosed by law, provided that the Receiving Party provides the Disclosing Party with prompt written notice of such requirement and reasonably cooperates with the Disclosing Party to limit or challenge such requirement. These provisions regarding Proprietary Information shall apply in perpetuity and shall survive any termination of the Order Form or the Agreement.

8. Miscellaneous.

Funding Failure Termination Right. If funds for continued payments under this Agreement by the Customer are at any time unavailable or are insufficient for the Initial Term or any Additional Term, through failure of any entity, including the Customer itself, to appropriate such funds, then the Customer shall, within ten (10) days of such determination, provide notice to Placer and both Placer and the Customer shall have the right to immediately terminate this Order Form without penalty or further payment by the Customer.

Public Records Laws. Placer acknowledges that if Customer is subject to the applicable public records laws and regulations for Texas state ("**Public Records Laws**"), that all obligations imposed by this Agreement are subordinate to Customer's obligations under Public Records Laws. Notwithstanding the foregoing, Customer agrees that it will keep Placer's Proprietary Information (including any Placer Data) confidential in accordance with this Order Form and the Agreement unless otherwise required by applicable law, including Public Records Law.

License Agreement Amendments. For the purposes of this Order Form only, the Agreement is hereby amended as follows:

- If applicable law prohibits Customer from indemnifying Placer, then Section 5.b of the Agreement, beginning "Customer shall defend, indemnify and hold Placer harmless...", is hereby deleted in its entirety.
- The third to the last sentence of Section 8 of the Agreement is hereby removed in its entirety and replaced with the following: "This Agreement shall be governed by the laws of the State of Texas without regard to its conflict of laws provisions."

Additional Terms For the Esri Basemaps Enabled Platform. "Customer hereby acknowledges and agrees that access to and use of the Esri Basemaps features in the Placer Platform is subject to the supplemental Terms and Conditions included below (the "**Supplemental T&Cs**"). Customer acknowledges and agrees that the Supplemental T&Cs shall specifically modify, amend and supersede any contrary terms or conditions in this Order Form or the Agreement."

"Supplemental T&Cs.

1. Customer hereby disclaims, to the extent permitted by applicable law, Environmental Systems Research Institute, Inc.'s ("Esri") and its licensors' liability for any damages or loss of any kind, whether direct, special, indirect, incidental, or consequential, arising from the use of the Placer Platform or its components or output therefrom including, but not limited to, liability for use of the Placer Platform or its components or output therefrom in high-risk activities or liability related to any data supplied by Esri.
2. Customer hereby agrees that, at the time of termination of use of the Placer Platform, it shall delete or destroy all elements of data derived from the Placer Platform or its components; provided however, that Customer shall not be required to immediately purge from its hard-copy, electronic or email files any such data which are contained in such files for so long as such data is (i) solely retained for ordinary corporate systems backup, legal or regulatory purposes, (ii) not used for any commercial purposes or monetized in any manner and (iii) ultimately deleted in accordance with its data retention policy.
3. Customer hereby agrees that it shall comply fully with all relevant export control and trade sanctions laws and regulations of the United States, including, but not limited to, the Export Administration Regulations (EAR), including prohibited end users and end uses as referenced in Part 744 of the EAR and all of its relevant supplements

including Supplement No. 4 to Part 44 of the EAR(<https://www.bis.doc.gov/index.php/documents/regulations-docs/2343-part-744-control-policy-end-user-and-end-use-based-2/file> and <https://www.bis.doc.gov/index.php/documents/regulations-docs/2347-744-supp-4-6/file>); International Traffic in Arms Regulations (ITAR); and the United States Department of Treasury, Office of Foreign Assets Control (OFAC) regulations, and it shall ensure that the Placer Platform, Placer Data and/or any component or output therefrom is not exported, reexported, transferred, diverted, used, or accessed, directly or indirectly, in violation of any United States export control and trade sanctions laws and regulations. When applicable, Customer shall provide Placer with information about its export and distribution activities as may be required for Placer and Esri to meet their respective obligations under the United States export control and trade sanctions laws and regulations.

4. Customer hereby agrees that it shall not remove or obscure any patent, copyright, trademark, proprietary rights notices, or legends contained in or affixed to the Placer Platform, any component thereof, any data supplied by Esri, output, metadata file, or online or hard-copy attribution page of any data supplied by Esri with respect to the Placer Platform and/or any component thereof.
5. Customer hereby acknowledges and agrees that Esri and its licensors do not warrant that any data supplied by Esri or its licensors or in the Placer Platform and/or any component thereof will meet its needs or expectations; that the use of the Placer Platform, any component thereof, any data supplied by Esri or its licensors will be uninterrupted; or that all nonconformities can or will be corrected. Esri and its licensors are not inviting reliance on any data supplied by Esri or its licensors in the Placer Platform and/or any component thereof, and Customer should always verify actual data supplied by Esri or its licensors in the Placer Platform and/or any component thereof. Any warranty offered by Placer for the Placer Platform, any component or output therefrom and/or any data supplied by Esri or its licensors shall only apply between Placer and Customer. Esri and its licensors do not offer any warranties or indemnities to Customer for the Placer Platform, any component thereof and/or any data supplied by Esri.
6. Customer hereby agrees that it shall not store, or cache, for the purposes of redistributing, or sublicensing content or otherwise using the Placer Platform and/or any component or output therefrom in violation of Esri's or a third-party's rights, including intellectual property rights, privacy rights, nondiscrimination laws, export laws, or any other applicable laws or regulations.”

Notices. All notices under the Order Form and the Agreement will be in writing and will be deemed to have been duly given (a) upon delivery by a recognized delivery service (e.g., FedEx) with delivery confirmation, (b) upon receipt, if sent by U.S. certified or registered mail, return receipt requested, or (c) when sent via email, if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient. Notices shall be sent to the addresses set forth in the Order Form, which addresses may be subsequently modified by written notice given in accordance with these provisions.

Trial Offering. If Placer provides Customer with additional Services or Placer Data during the Term and identifies such Services or Placer Data as for evaluation or trial purposes only (a “**Trial Offering**”), access to the Trial Offering is permitted only during the period designated by Placer (or if not designated, 30 days from receipt of access) (“**Trial Subscription Term**”), unless the Trial Offering is earlier terminated as provided below. During the Trial Subscription Term, Customer may only use the Trial Offering for internal evaluation purposes and may not otherwise use or distribute the Trial Offering for any other purposes. Notwithstanding any provision included in this Order Form or the Agreement to the contrary, in respect of the Trial Offering Customer acknowledges and agrees that: (i) either party may terminate the Trial Subscription Term immediately and without liability upon written notice to the other party; (ii) any Trial Offering is provided “as is”; (iii) Placer provides no warranty, service levels or indemnity for any Trial Offering and (iv) Placer's liability related to any Trial Offering will not exceed USD \$100. Notwithstanding the foregoing, the Services and Placer Data provided in this Order Form is not considered a Trial Offering.

Promotional Use. Customer grants Placer the right to use Customer’s company name and company logo, for Placer’s promotional purposes.

9. Authorization.

This Order Form is entered into by and between Customer and Placer effective as of the Effective Date. This Order Form and use of the Services are governed by, and Customer and Placer agree to, the License Agreement located at <https://www.placer.ai/placer-license-agreement/> (the “**Agreement**”); provided, however, that in the event of any conflict between this Order Form and the Agreement, this Order Form shall control. Unless otherwise defined in this Order Form, capitalized terms herein have the same meaning as in the Agreement.

“Customer”

Signature: _____

Name: _____

Title: _____

Date: _____

“Placer”

Signature: _____

Name: _____

Title: _____

Date: _____

**RESOLUTION OF THE CITY OF WINDCREST
ECONOMIC DEVELOPMENT CORPORATION
APPROVING THE BUDGET FOR FISCAL YEAR 2025-
2026 AND REQUESTING APPROVAL BY THE CITY
OF WINDCREST AS ITS AUTHORIZING
MUNICIPALITY**

WHEREAS, the City of Windcrest Economic Development Corporation (“WEDC”) is a public instrumentality and non-profit economic development corporation duly established and operating pursuant to Texas Local Government Code Chapters 501 and 505, as amended, as established and authorized by the City of Windcrest, Texas (the “City”) as its authorizing municipality under statute; and

WHEREAS, the WEDC is a Type B Economic Development Corporation; and

WHEREAS, the WEDC Board of Directors adopted its budget for the 2025-2026 fiscal year on May 14, 2025 subject to the approval by the City; and

WHEREAS, the WEDC has attached the adopted budget as Exhibit 1 to this Resolution; and

WHEREAS, the City has requested that the Board of the WEDC codify its adoption of said budget by Resolution;

WHEREAS, the WEDC as found that the Budget is in the best interest of the economic development interests of the City and WEDC and desires that the City approve of the budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF WINDCREST ECONOMIC DEVELOPMENT CORPORATION, THAT:

1. The recitals and findings above are adopted.
2. The Budget for fiscal year 2025-2026 of the WEDC, attached as Exhibit 1, is found to be in the best interest of the City and WEDC, and is in furtherance of the economic development of the City, and is approved and adopted
3. The Executive Director of the WEDC or designee is directed to submit the Budget and this resolution to the City, and to request the City Council’s approval, and to take all necessary steps in support thereof.
4. The City is requested to review and approve the Budget.

PASSED, APPROVED, AND ADOPTED this 11th day of March, 2026, at a lawfully called meeting of the City of Windcrest Economic Development Corporation held in compliance with the Texas Open Meetings Act, Tex. Govt. Code Chapter 551, at which a quorum of the Board was present and voting.

THE CITY OF WINDCREST ECONOMIC DEVELOPMENT CORPORATION

Jennifer Newman, WEDC President

Mario Hernandez, Executive Director

ATTEST:

Rip Stimpson, WEDC Secretary

APPROVED:

Joseph Hoffer, WEDC Attorney

Windcrest Economic Development Corporation

Budget Comparisons

COW Account #		FY 2026 Projected Budget	MODIFICATIONS
	REVENUE		
	4000 REVENUE		
13-4115	4001 Income - Sales Tax	650,000.00	650,000.00
	4002 Proceeds from Reserves		
	4004 Other Revenue		
	Total Revenue	650,000.00	650,000.00
	Gross Profit		
	EXPENDITURES		
	6000 SALARIES, BENEFITS & CONTRACT LABOR		
13-500-009	6001 Salaries	87,500.00	87,500.00
13-500-030	6004 Social Security / Medicare Match	5,500.00	5,500.00
13-500-040	6005 Health Insurance-EDC	10,000.00	10,500.00
13-500-050	6006 Retirement--EDC	10,500.00	10,500.00
13-500-060	6007 Workers Comp-EDC	500.00	600.00
13-500-070	6008 Unemployment Comp	500.00	500.00
13-500-080	6009 Contract Labor	129,000.00	129,000.00
13-500-053	6034 Cell Phone Allowance	600.00	600.00
	Total 6000 Salaries, Benefits & Contract Labor	244,100.00	244,700.00
	EXPENDITURES		
	6010 BRE & Prospect Development Expenses		
13-500-701	6011 Consulting/Planning/Infrastructure	40,000.00	40,000.00
13-500-702	6012 Collateral Material / Monthly Newsletter	34,000.00	10,000.00
13-500-132	6013 Travel	6,000.00	10,000.00
13-500-135	6014 Meals & Entertainment	5,000.00	5,000.00
13-500-750	6015 ED Projects	146,000.00	152,000.00
13-500-751	6016 Promoting Windcrest(BRE Events)	15,000.00	15,000.00
13-500-703	6017 Sponsorships, Regional Marketing	2,000.00	2,000.00
13-500-704	6018 Commercial Revitalization/Store Front Grants	50,000.00	50,000.00
REMOVED	6019 Infrastructure/Streets		
	Total 6010 BRE & Prospect Development Expenses	298,000.00	284,000.00
	EXPENDITURES		
	6025 ADMINISTRATIVE & OTHER EXPENSES		
13-500-205	6026 Rent	15,700.00	15,700.00
13-500-206	6027 Furniture & Fixtures	1,000.00	1,000.00
13-500-207	6028 Equipment, Computers & Other	1,000.00	1,000.00
13-500-208	6029 Internet Services	3,000.00	3,000.00
13-500-200	6030 Computer Maintenance, Software, Website	7,000.00	11,000.00
13-500-291	6031 Accounting Services (RENAMED TO) 6031 Shared Services with City of Windcrest	30,000.00	40,000.00
13-500-292	6032 Barcom / IT	5,500.00	5,500.00
13-500-115	6033 Phone Services	1,500.00	1,200.00
13-500-100	6035 Public Relations	2,000.00	2,000.00
13-500-130	6036 Training Staff/Board	3,000.00	4,000.00
13-500-120	6037 Dues & Subscriptions	1,000.00	1,000.00
13-500-430	6038 Supplies	3,000.00	3,000.00
13-500-590	6039 Postage	700.00	700.00
13-500-640	6040 Copier	1,000.00	1,000.00
13-500-209	6041 Repairs & Maintenance	500.00	500.00
13-500-250	6042 Legal Expenses	40,000.00	40,000.00

REMOVED	6043 Audit			
REMOVED	6044 Sales Tax Services			
13-500-510	6045 Vehicle Expenses-EDC		3,000.00	3,000.00
13-500-540	6046 Vehicle Fuel-EDC		1,000.00	1,000.00
13-500-700	6047 Contingencies		3,000.00	3,000.00
	Total 6025 Administrative & Other Expenses		122,900.00	137,600.00
	UNCATAGORIZED EXPENSES			
	Total Expenditures		665,000.00	666,300.00
	Net Operating Revenue		(15,000.00)	(16,300.00)
	Other Revenue			
13-4301	4003 Revenue Income - Interest		16,000.00	17,300.00
	Total Other Revenue			
	Other Expenditures	#		
	8000 Depreciation Expense		1,000.00	1,000.00
	Total Other Expenditures		(1,000.00)	(1,000.00)
	Net Other Revenue		15,000.00	16,300.00
	NET REVENUE		\$0.00	\$0.00