



**AGENDA
CITY OF WINDCREST, TEXAS**

SPECIAL CITY COUNCIL MEETING

December 7, 2015

6:00 P.M.

NOTICE IS HEREBY GIVEN THAT A SPECIAL WINDCREST CITY COUNCIL MEETING WILL BE HELD AT WINDCREST CITY HALL, 8601 MIDCROWN, WINDCREST, TEXAS ON THE 7TH DAY OF DECEMBER 2015 STARTING AT 6:00 P.M. DURING THE MEETING THE FOLLOWING SUBJECTS WILL BE CONSIDERED AND THE COUNCIL MAY TAKE ACTION ON ANY OF THE LISTED SUBJECTS.

THE CITY COUNCIL RESERVES THE OPTION TO RECESS THE MEETING DURING THE MORNING OF DECEMBER 7, 2015 AND TO RECONVENE THE MEETING ON THE FOLLOWING DAY, DECEMBER 8, 2015 AT 9:00 A.M. AT THE WINDCREST CITY HALL, 8601 MIDCROWN, WINDCREST, TEXAS.

IT IS ANTICIPATED THAT MEMBERS OF OTHER CITY BOARDS, COMMISSIONS AND COMMITTEES MAY ATTEND THE MEETING IN NUMBERS THAT MAY CONSTITUTE A QUORUM OF SUCH OTHER CITY BOARDS, COMMISSIONS AND COMMITTEES, SO THAT NOTICE IS HEREBY GIVEN THAT THE MEETING IS ALSO A MEETING OF THE OTHER CITY BOARDS, COMMISSIONS AND COMMITTEES WHOSE MEMBERS ARE IN ATTENDANCE. THE MEMBERS OF THE OTHER CITY BOARDS, COMMISSIONS AND COMMITTEES MAY PARTICIPATE IN DISCUSSIONS WHICH OCCUR AT THE MEETING, BUT NO ACTION WILL BE TAKEN BY THE OTHER BOARDS, COMMISSIONS AND COMMITTEES WHOSE MEMBERS ARE IN ATTENDANCE.

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

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

At all City Council, City Commission or City Board meetings, the agenda shall include a "citizens to be heard" item. It is suggested that Citizens wishing to speak during this item sign in on the sign up roster prior to the meeting. During "citizens to be heard" comments, each individual may speak on an agenda item or any other matter affecting the city. In addition to the "citizens to be heard" portion of meetings, a person may make comments on agenda items prior to the vote on the agenda item. A member of the public will have a total of six (6) minutes to be heard during a City Council, City Commission or City Board Meeting. This does not include any responses from the body. The six (6) minutes time limit authorized herein may not be

transferred to another speaker in whole or in part. The presiding Officer or his/her designee will assign a Time Keeper to each meeting. The Time Keeper will maintain strict compliance of the six (6) minute rule, stopping speakers who exceed the allotted time. As authorized by Section 551.042 of the Texas Government Code, the Presiding Officer may direct a City Official to make: a statement of specific factual information in response to an inquiry made by a member of the public or of the City Council, or; a recitation of existing policy in response to an inquiry made by a member of the public or the City Council. Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting. Any question posed by a Citizen, Council Member, Board Member or Commission Member for which an answer is not available at a meeting shall be answered by a member of the staff or Presiding Officer at the next regular meeting of the Body, if an answer is reasonably available and prudent. If the information is sensitive, staff will seek advice from the City Attorney.

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

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

II. Citizens to be Heard on Subsequent and Non-Subsequent Agenda Items

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

III. Public Hearing (6:00 p.m.)

City Council will hold a meeting and public hearing to consider the application of SLF IV- Eisenhower Point, L.P. for approval of CC uses of manufacturing and warehousing on 25.69 acres known as Tract 2. (Att. 1)

IV. Presentations

City Council will receive a presentation from Robert Johnson with StreetCred/Convergence Recovery Solutions, LLC. and how it will enhance the warrant program. (Att. 2)

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

City Council will review, discuss and may take action on Ordinance No. 2015-737(O), an ordinance adopting an organizational chart and departmental classifications (**First Reading**) (Att. 3) (09.22.11 SCCM http://windcresttx.granicus.com/MediaPlayer.php?view_id=8&clip_id=723 01:30:35 // 09.18.12 SCCM http://windcresttx.granicus.com/MediaPlayer.php?view_id=8&clip_id=951 00:08:05 // 09.23.13 RCCM http://windcresttx.granicus.com/MediaPlayer.php?view_id=8&clip_id=1124 // 09.15.14 RCCM http://windcresttx.granicus.com/MediaPlayer.php?view_id=8&clip_id=1321 00:48:37 // 09.24.15 SCCM http://windcresttx.granicus.com/MediaPlayer.php?view_id=8&clip_id=1586 // 11.30.15 RCCM http://windcresttx.granicus.com/MediaPlayer.php?view_id=8&clip_id=1620) (Att. 3)

VI. Resolutions

1. City Council will review, discuss and may take action on Resolution No. 2015-566(R), a resolution authorizing CC uses by SLF IV-Eisenhower Point, L.P. of manufacturing and warehousing on 25.69 acres of property out of Tract 2 located on Eisenhower Road and described in the attached Exhibit "C". (Ref: 07.28.14 Joint P&Z/SCCM http://windcresttx.granicus.com/MediaPlayer.php?view_id=8&clip_id=1293 // 11.05.15 SCCM http://windcresttx.granicus.com/MediaPlayer.php?view_id=8&clip_id=1608) (Att. 4)
2. City Council will review, discuss and may take action on Resolution No. 2015-568(R), a resolution of the City of Windcrest, Texas providing supplemental requirements regarding notice and timing of such City Council meetings. (Ref: 11.16.15 http://windcresttx.granicus.com/MediaPlayer.php?view_id=8&clip_id=1613) (Att. 5)
3. City Council will review, discuss and may take action on Resolution No. 2015-569(R), a resolution approving a collection services agreement with Convergence Recovery Solutions, LLC. for third party collection services and authorizing the city manager to negotiate and execute a contract. (Att. 6)
4. City Council will review, discuss and may take action on Resolution No. 2015-570(R), a resolution appointing Joshua Brown as the chief of the Fire Department of the City of Windcrest. (Att. 7)
5. City Council will review, discuss and may take action on Resolution No. 2015-571(R), a resolution approving the purchase and installation of park light fixtures and authorizing the City Manager to negotiate and execute an agreement for such services. (Att. 8)

6. City Council will review, discuss and may take action on Resolution No. 2015-572(R), a resolution accepting the bid of RL Jones for the Windcrest Roadway CIP package #3. (See the link to the City's website: <http://www.windcrest-tx.gov/Search/Results?searchPhrase=Windcrest>) (Att. 9)
7. City Council will review, discuss and may take action on Resolution No. 2015-546(R), a resolution electing a Mayor Pro Tempore. (Ref: 07.06.15 http://windcresttx.granicus.com/MediaPlayer.php?view_id=8&clip_id=1514) (Att. 10)

VII. Discuss & Act

1. City Council will review, discuss and may take action to approve the written partial minutes of the Special City Council Meeting held on November 30, 2015. (Ref: 11.30.15 SCCM http://windcresttx.granicus.com/MediaPlayer.php?view_id=8&clip_id=1620) (Att. 11)
2. City Council will review, discuss and may respond to the accusations and or questions brought before City Council by citizen Gary King during citizens to be heard at the November 30, 2015 Special City Council Meeting. (Ref: 11.30.15 SCCM http://windcresttx.granicus.com/MediaPlayer.php?view_id=8&clip_id=1620)
3. City Council will review, discuss and may take action on one of the recommendations of Rafael Castillo, City Manager regarding the job duties of the Fire Department Administrative Assistant. (Ref: 11.30.15 http://windcresttx.granicus.com/MediaPlayer.php?view_id=8&clip_id=1620) (Att. 12)
4. City Council will review, discuss and may take action on amending as follows: Resolution 2012-383(R) a resolution of the City of Windcrest, Texas (City) approving the terms of a lease agreement with the Bexar County Water and Improvement District No. 10 (District) for the use of office space on the city owned premises, and authorizing the City Manager to execute the lease agreement, and Resolution 2012-382(R) a Resolution of the City of Windcrest, Texas, (City) approving the terms of an Interlocal Cooperation Contract (Interlocal Contract) with the Bexar County Water Control and Improvement District No. 10 (District) for the benefit of citizens and rate payers in the community, and authorizing the City Manager to execute the interlocal contract. (Att. 13) (Ref: 11.05.15 http://windcresttx.granicus.com/MediaPlayer.php?view_id=8&clip_id=1608)
5. City Council will review, discuss and may take action to update the personnel summary listed in the 2015 -2016 budget. (Att. 14)
6. City Council will review, discuss and may take action on protocol for sending out post cards. (Ref: 11.16.15 RCCM http://windcresttx.granicus.com/MediaPlayer.php?view_id=8&clip_id=1613)

7. City Council will review, discuss and may take action on the protocol the previous council adopted for submitting an agenda item.

VIII. Executive Session

1. City Council will convene in a closed session as authorized by Section 551.071 (1) of the Texas Government Code to consult with its attorney regarding contemplated litigation involving Pam Dodson's claim for reimbursement of legal expenses. (Att. 15)
2. City Council will convene in a closed session as authorized by Section 551.074 of the Texas Government Code to deliberate the employment of the Municipal Finance Officer. (Att. 16)
3. City Council will convene in a closed session as authorized by Section 551.074 of the Texas Government Code to deliberate the employment of the Interim Windcrest Volunteer Fire Department Fire Chief, Josh Brown.

IX. Open Session

1. City Council will reconvene into open session to consider Pam Dodson's claim for reimbursement of legal expenses incurred by her for the defense of the complaint filed by Herbert J. Laing. (Ref: 10.02.15 SCCM
http://windcresttx.granicus.com/MediaPlayer.php?view_id=&clip_id=1592&meta_id=33961)
2. City Council will reconvene into open session to review, discuss and may take action on the employment of the Municipal Finance Officer. (Ref: 11.30.15 http://windcresttx.granicus.com/MediaPlayer.php?view_id=8&clip_id=1620)
3. City Council will reconvene into open session to review, discuss and may take action on the employment of the Windcrest Volunteer Fire Department Fire Chief.

X. 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.

XI. Adjournment

The City Council reserves the right to retire into executive session whenever it is considered necessary and legally justified under the Texas Government Code, Subchapter D, Sections 551.071 et. seq. including, but not limited to,

consultation with attorney, real property, prospective gifts, personnel matters, exclusion of witness, security devices, and economic development matters.

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the City Council of the City of Windcrest is a true and correct copy of said Notice and was posted on the bulletin board at City Hall of said City in a convenient place to the public and said Notice was posted more than seventy-two hours prior to the meeting on December 7, 2015.

By:  , City Secretary

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

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the City Hall bulletin board on the ____ December, 2015.

____ Title: _____

Classifieds

250-2345

To place an ad

In print and online at **sacommunities.com****HEADLINE: FRIDAY, 2PM**

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GLASS TABLE 52" w/6 upholstered chairs, like new. Odds & Ends (Antiques, China Set). Bread Maker, new.
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Oxygen Concentrators, Nebulizers,
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Sat. Only 11/21 9am-4pm
HUGE DISCOUNTS!!!
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Northeast SA-Garage Sales

7319 BOOKER BAY 78244. Fri. & Sat.
livingroom sets, refrig., household items

496 CORONADO BLVD Univ. City
Furniture, Home Decor, Dishes, DVD,
Xmas, Jewelry. Sat Nov. 21 8am-4pm

190 NOTCH LEAF In Thistle Creek,
Cibola. Sat Nov 21 9-2

8226 ROSESPUR PARK Selma. Down-
sizing Sale! TV, Furniture, Decor & More!
Thurs-Sat Nov 19-21 8:30-5:30

To Advertise: 210-250-2345 EN

MISCELLANEOUS

General Help

COUNTER CLERK

For Northeast Dry Cleaners. Start at
\$9/hr. Call (210) 494-7966 to apply.
Must have prior exp.

EN

For advertising
opportunities, call
(210) 250-2345.

EN Communities

LEGALS & NOTICES

Legal Bids & Proposals ADVERTISEMENT TO BIDDERS

The City of Converse is soliciting bids for the Repainting of the Bob Grubb Ground Storage Tank. This project will consist of surface preparation and repainting the interior and exterior of tank to include directly connected piping and valves and modifications to existing man way ladder (s).

Sealed bids will be received at the Office of the City Secretary, City of Converse, 403 S. Seguin, Converse, Texas 78109, (210) 658-5356, until 1:59 p.m. on Thursday, December 17, 2015. Bids will then be publicly opened and read aloud in the City Hall Conference Room located at 405 S. Seguin, Converse, Texas 78109.

Each bid must be accompanied by a Certified Check, Cashier's Check or an approved Bid Bond in the amount of not less than five percent (5%) of the total bid, payable without recourse to the City of Converse. Bid Bonds will be retained until the contract is awarded.

Interested bidders may obtain copies of the project specifications at the Utilities Department, 9239 Converse Business Lane, Converse, Texas 78109, (210) 658-3453. There will be a required non-refundable fee of \$25.00 (Twenty-Five Dollars) per set of bid documents.

The City reserves the right to reject any and/or all bids and waives any and all formalities.

Legals/Public Notices PUBLIC HEARING CITY OF WINDCREST PLANNING AND ZONING COMMISSION AND CITY COUNCIL

The Windcrest Planning and Zoning Commission will hold a meeting to consider the application of KFW Engineers on behalf of Holiday Inn Express for approval of a preliminary and final replat at what was formerly known as the Frost Bank Building at Windsor Hill and Fourwinds. The meeting will be at the Windcrest City Council Chambers at 8601

Professions

CITY OF UNIVERSAL CITY FIRE CHIEF

The City of Universal City is currently accepting applications for a full-time Fire Chief until 5:00 pm on Friday, December 11, 2015. Please see a full job description at www.uctx.gov/jobs.

Basic Qualifications:

- Bachelor's Degree in Fire Science, Business or Public Administration or related field.
- At least ten (10) years experience in a progressively responsible supervisory/managerial position, with at least three (3) years experience as a Fire Captain or equivalent position.
- Education and/or experience in emergency management.
- Any equivalent combination of education and experience that provides the required knowledge, skills, and abilities.
- Certifications for Firefighter Master, Fire Officer, Fire Instructor and Head of Department Designation from Texas Commission on Fire Protection (TCFP) and Emergency Medical Technician from Texas Department of State Health Services (DSHS) are required within one year of appointment.
- Completion of Texas Fire Chief's Academy or Fire Executive Certification and/or Executive Fire Officer Certification is preferred.
- A valid Texas Driver's License is required.

If a tentative offer of employment is made, employment is contingent upon receiving acceptable results from the required pre-employment physical exam, drug/alcohol test and background investigation.

Applications may be picked up in person 8am-5pm M-F (excluding holidays) at the Universal City Municipal Building, 2150 Universal City Blvd or requested by email at hfrinance@uctx.gov. The City of Universal City is an EOE.

Legals/Public Notices

Midcrown, Windcrest, Texas 78239 on December 3, 2015 at 6:00 p.m. The Windcrest Planning & Zoning Commission will (1) hold a public hearing and (2) consider a recommendation to the City Council. The Windcrest City Council will hold a meeting on December 7, 2015 @ 6:00 p.m. The Windcrest City Council will (1) hold a public hearing, (2) consider the recommendation of the Planning and Zoning Commission, and (3) consider the application from KFW Engineers described above.

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

The Windcrest Planning and Zoning Commission will hold a meeting to consider the application of SLF IV-Eisenhower Point, L.P. for approval of a preliminary plat and final for Tract 5 on Eisenhower Rd. The meeting will be at the Windcrest City Council Chambers at 8601 Midcrown, Windcrest, Texas 78239 on December 3, 2015 at 6:00 p.m. The Windcrest Planning & Zoning Commission will (1) hold a public hearing and (2) consider a recommendation to the City Council. The Windcrest City Council will hold a meeting on December 7, 2015 @ 6:00 p.m. The Windcrest City Council will (1) hold a public hearing, (2) consider the recommendation of the Planning and Zoning Commission, and (3) consider the application from SLF IV-Eisenhower Point, L.P. described above.

CITY OF CONVERSE

To Deneice Jackson, 211 Legion Dr. W., Converse, TX 7810 and to all whom it may concern: This is to notify you that you need to cut the tall grass and weeds in the front and back yard on your property and remove the trash and debris in and around the residence located at 211 Legion Dr. W in the City of Converse, Bexar County, Texas. Failure to abate the violations of City Ordinance 619 and 704 within ten (10) consecutive calendar days of this public notice could result in fines up to \$2000.00 per day as well as City abatement of the problem at your expense plus administrative and legal fees. This abatement must be completed by November 21, 2015 or enforcement of said fines and penalties will be implemented.

Mayor Al Suarez

Professions

Legals/Public Notices

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

The Windcrest Planning and Zoning Commission will hold a meeting to consider the application of CDS Muery for approval of a preliminary plat and final plat for Unit 28 at Crestwind and Fourwinds. The meeting will be at the Windcrest City Council Chambers at 8601 Midcrown, Windcrest, Texas 78239 on December 3, 2015 at 6:00 p.m. The Windcrest Planning & Zoning Commission will (1) hold a public hearing and (2) consider a recommendation to the City Council. The Windcrest City Council will hold a meeting on December 7, 2015 @ 6:00 p.m. The Windcrest City Council will (1) hold a public hearing, (2) consider the recommendation of the Planning and Zoning Commission, and (3) consider the application from CDS Muery described above.

2ND NOTICE

SUBCHAPTER D
OCCUPATION CODE
TITLE 14 SEC 2303.152
ROADRUNNER TOWING SERVICE, INC.
100 PECAN DR
SCHERTZ, TX 78154
210-658-8610 OF / 210658-8697 FAX

VEHICLE MAY BE CLAIMED 24 HR A DAY
THIS ADD SHALL SERVE NOTICE
TO RECLAIM THE VEHICLE
WITHIN 50 DAYS OF THIS NOTICE
AND PAY ALL FEES OR YOUR FAILURE
TO DO SO SHALL BE A WAIVER OF ALL
RIGHTS TITLE AND INTEREST AND
YOUR CONSENT TO SELL THE
VEHICLE AT PUBLIC AUCTION VEHICLE
2001 CHEVROLET
MONTE CARLO
VIN# 2G1WW15E819240979
FEES AS OF 11/18/2015
\$901.15

CITY OF WINDCREST BOARD OF ADJUSTMENT

The Board of Adjustment of the City of Windcrest will consider a request for a variance from Holiday Inn Express to construct a new building that will be 65 feet in height, which does not comply with the city code limitation which requires the height of buildings or structures in the B-1 and B-2 Business Districts to 2 1/2 stories or 35 feet. The variance request will be considered on December 14, 2015, at 6:00 PM, in the City Hall located at 8601 Midcrown, Windcrest, Bexar County, Texas.

PUBLIC HEARING CITY OF WINDCREST CITY COUNCIL

The Windcrest City Council will hold a meeting and public hearing to consider the application of SLF IV-Eisenhower Point, L.P. for approval of CC uses of manufacturing and warehousing on 25.69 acres known as Tract 2. The meeting will be at the Windcrest City Council Chambers at 8601 Midcrown, Windcrest, Texas 78239 on December 7, 2015 at 6:00 p.m. The Windcrest City Council will (1) hold a public hearing, and (2) consider the application from SLF IV-Eisenhower Point, L.P. described above.

UNIVERSAL CITY LEGAL NOTICE

The following ordinance, having been read twice, passed at the regular city council meeting held on November 4, 2015:

Ordinance 559-E-2015
An Ordinance Amending Various Sections of Ordinance 559 (Development Standards & Subdivision Regulations), and Amending the Universal City Code of Ordinances Accordingly; Providing Penalties for Violation of This Ordinance and Providing for an Effective Date

Advertise: 210-250-2345
Prime Time newspapers EN

HOMES FOR SALE

FAIR HOUSING NOTICE

All real estate & rental advertising in this newspaper is subject to the Fair Housing Act which makes it illegal to advertise "any preference limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin, or an intention, to make any such preference, limitation or discrimination." Familial status includes children under the age of 18 living with parents or legal custodians; pregnant women and people securing custody of children under 18. This newspaper will not knowingly accept any advertising for real estate, which is in violation of the law. Our readers are hereby informed that all dwellings advertised in this newspaper are available on an equal opportunity basis. To complain of discrimination call HUD Toll-Free telephone number for the hearing impaired is 1-800-927-9275.

North Central - Homes - Sale

LOW DOWN 3/2/1886sf 2 story home on large lot built 2004 Close to Quarry. Will finance. 216 Zilla St. Call Mr. Smith 855-847-6806

To Advertise: 210-250-2345 EN

Northeast - Homes - Sale

KIRBY 3/2/2, NEW CHA/Plbg, 5206 Happiness St, \$109,995, 0-861-4883 Lighthouse RE, Agent

WINDCREST/New World Dr 3BR/2BA \$114,900 \$10K Down Angela Owner/Agent 889-2817

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Southeast - Homes - Sale

DENVER HTS/Porter St Fixer
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Angela Owner/Agent 889-2817

Manufactured Homes/Sites - Sale

THE TEXAS MANUFACTURED HOUSING STANDARDS ACT STATES (in part) "It is unlawful for a retailer or broker to fail to comply with the requirements and provisions of the Texas Credit Code or the Truth-In-Lending Act or to advertise any interest rate or finance charge which is not expressed as an annual percentage rate (APR), A violation of this subsection does not create a cause of action nor claim for damages by the consumer. The consumer shall not recover more than the penalties set forth in the Texas Credit Code and federal Truth-In-Lending Act." For information regarding compliance with advertising requirements, contact: Federal Trade Commission (214) 979-9350.

A DEAL! 3/2 Late Model Doublewide
Mint Condition - Loaded. Sold
New for \$90K. Now Only \$49,995
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Surrounding Areas

MEDINA LAKE HOUSE w/ Low Down
3/2, 1284sf built in 2006 on 0.46 of
an acre in a gated community on Lake
Medina. Interior needs to be finished
out. Call Mr. Smith 855-847-6806

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ad in Prime Time
newspapers, call
(210) 250-2345.**

HEARST media services EN

September 11, 2015

Mayor Baxter and City Council,

We would like to thank you for the opportunity to present to you today. We feel confident that a partnership with StreetCred will make your court and officers measurably more efficient, reduce warrant backlogs, and improve on officer safety in the field.

I prepared this proposal based upon a 12 month collections contract. We would maintain a collections effort, while also providing you with the tools to go a step further. StreetCred, the necessary hardware, and service will be provided at no cost.

Again, I would like to thank you for your time and interest in StreetCred, and we are very hopeful we can earn your business and show you how impactful this technology can be. If at any time throughout this process you have any questions, please don't hesitate to reach out to me.

Regards,



Robert Johnson

817-694-1062 (m)

Date of Proposal: September 11, 2015

Proposal for: Windcrest Municipal Court

Contract Term Proposed: 12 Months

Prepared by: Robert Johnson

One-time Charges

Court Software Data Integration	\$0
TLETS/TCIC/NCIC Server	\$0
Windows Server/SQL License	\$0
Physical Installation and Integration	\$0

SUBTOTAL - ONE-TIME CHARGES	\$0
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Annual Charges

StreetCred Software as a Service	\$0
Commsys Service (3 rd party provider of TLETS)	\$0

SUBTOTAL – ANNUAL CHARGES	\$0
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Total Charges

TOTAL	\$0
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Collections Agreement

The contract term and pricing are based on the establishment of a collections contract which will be renewed annually for as long as the StreetCred service is provided.

REVISED TOTAL	\$0
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Signature	Date
------------------	-------------

StreetCred

My Cases Dashboard Fugitives Users Regions Supervisor

Fugitive Profile

Insurance Expired

NOC Person Clear
TOC Person Clear

Last Update: 09/17/14 11:29 ID



HU
Omar Cole
19yo White Male
DOB 1994-10-16
4 Citias, Collection
\$1,313.00

58.4

CIL 2005 SATURN S-SERIES TX BRKDM




HOME 2561 Parkechester, Arlington, TX 76015

Location Individual Vehicles Warrants Intelligence Gang Relationships Soc

StreetCred

My Cases Dashboard Fugitives Users Regions Supervisor

Dashboard

Year to date Fiscal year Calendar year Three months

Executive Summary Warrants Fugitives Court Officers

Warrants Closed Per Officer

Warrants Closed Performance

Money Collected Per Officer

Money Collected Performance

Warrants Closed, By Year And Date Issued

Money Collected, By Year And Date Issued

Value vs Dollars Cleared per Warrant

Value vs Dollars Cleared per Fugitive

Open Warrant Date Issued Distribution

Dashboard

Year to date Fiscal year Calendar year Three months

Executive Summary Warrants Fugitives Court Officers

Fugitives

Fugitives Issued And Cleared

Top 5 Cities Fugitive Home

Top 5 Cities Shared

Average Warrants Per Fugitive



WARRANT NOTICE



GARZA, ROBERT LOUIS JR:

Warrants have been issued for your arrest due to unpaid citations and violating your promise to appear before the court of the City of Dalworthington Gardens, TX. Officers are actively seeking you. You will be arrested on sight, anywhere in the state of Texas or if stopped for traffic violations. Avoid arrest. Contact the court IMMEDIATELY at (817) 275 1234 to arrange payment.



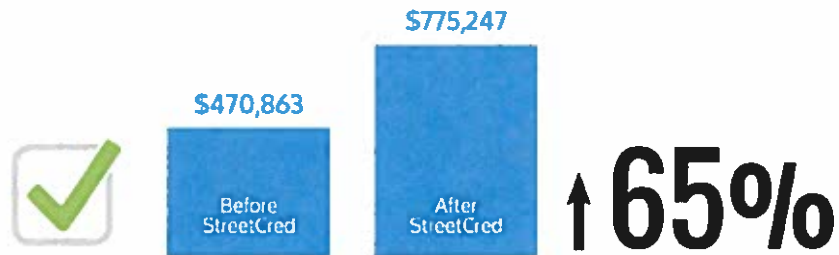
GARZA, ROBERT LOUIS JR
5211 MARSHFIELD CT
ARLINGTON, TX 76016

Warrants					
Docket	Date Issued	Type	Offense	Total	
129082 01	06/08/2012	Capias	3658	\$200.00	
129082 02	06/08/2012	Capias	3205	\$225.00	
129082 03	06/08/2012	Capias	3048	\$375.00	

TOTAL AMOUNT DUE: \$1,610

Mansfield, Texas

Before and after StreetCred



Average dollars cleared from closed warrants each year



Average dollars collected from closed warrants each year



Average days from warrant issue date to warrant closed date



Average warrants closed per officer each year

SOLE SOURCE LETTER

The purpose of this letter is to inform the City of Windcrest, TX that StreetCred Software™ is a sole source provider of a fugitive case management tool that provides predictive analytics to law enforcement.

As a result of our investment in providing predictive analytics, geographical referencing; aggregation and correlation of disparate public, proprietary, government, open, internal, and law enforcement data, we are able to provide unique workflow solutions to end-users that is determined by proprietary, unique algorithmic processes.

Our portfolio of intellectual property is protected by patents, trademarks, and copyrights.

We are the single organization in the world that provides the domain expertise, technical knowledge, and competence needed to understand and produce such a product.

Sincerely,

Ben Singleton
Vice President of Sales
StreetCred Software™
Tel: 817-991-2287

ben.singleton@streetcredsoftware.com

Sole Source

No RFP Necessary

Although Municipalities are usually required to host a competitive sealed bidding process for purchases over \$50,000, there are exceptions. Chapt 252.022 of the Local Government Code provides general exemptions to this requirement. One of those exemptions is the purchase or procurement of items that are available from only one source due to patents, copyrights, secret processes or natural monopolies.

StreetCred falls into this category. We have patents, copyrights, and secret processes that cannot be duplicated. We have no competitors. We are the only company providing this service.

Sec. 252.021. COMPETITIVE REQUIREMENTS FOR PURCHASES. (a) Before a municipality may enter into a contract that requires an expenditure of more than \$50,000 from one or more municipal funds, the municipality must:

- (1) comply with the procedure prescribed by this subchapter and Subchapter C for competitive sealed bidding or competitive sealed proposals;
- (2) use the reverse auction procedure, as defined by Section 2155.062(d), Government Code, for purchasing; or
- (3) comply with a method described by Chapter 2269, Government Code.

Sec. 252.022. GENERAL EXEMPTIONS. (a) This chapter does not apply to an expenditure for:

(7) a procurement of items that are available from only one source, including:

(A) items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies;

Promise

At StreetCred Software, one of the most important things we do is set customer expectations. Even though we are a young company, we take very seriously our responsibility to law enforcement agencies, courts and municipalities that they feel we are in this for the long haul, and in it together.

So I want you to know I make two inviolable promises to every StreetCred customer.

First, StreetCred is software, and software will break. I promise you. It will break. Sometimes the breaks will be really simple little glitches or bugs. Sometimes the breaks will be more serious.

Second, when it breaks, we will be there to support it. We will do everything in our power to fix the problem right away. But in the times that we cannot, we will respond quickly, and be honest with you about what is wrong. As soon as we have a plan we will tell it to you, and where possible we will tell you when we expect it will be fixed. We will do everything in our power to meet those expectations.

I personally will be available to you if you don't get this level of service. All customers receive my personal cell phone number, and I invite them to call me on it, day or night, weekends, holidays, whatever it takes. When you have a problem, I want to know about it.

Everyone at StreetCred takes seriously our responsibility to you. We cannot always make our software work perfectly. But remember, StreetCred was founded by cops, and many of us are police, public safety or other public servants. We know what faith and trust you put into us by selecting us, and it's my personal responsibility to ensure that we never betray that trust, or take it for granted.

Sincerely,



(817) 203-4074 – Personal Cell Phone

Nick Selby

Chief Executive Officer & Co-Founder

ORDINANCE NO. 2011-652 (O)

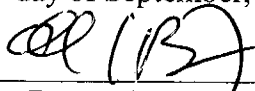
**AN ORDINANCE ADOPTING AN ORGANIZATIONAL
CHART AND DEPARTMENTAL CLASSIFICATIONS**

WHEREAS, the City Charter requires the City Council to establish the city's organizational chart and departmental classifications in Section 3.03 (3) and Section 5.01.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF
THE CITY OF WINDCREST THAT** the attached organizational chart with departmental classifications is hereby approved and adopted as required by the City Charter.

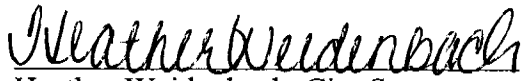
This ordinance shall take effect upon its final passage, and it is so ordained.

PASSED and ADOPTED this the ^{22nd}~~19th~~ day of September, 2011.



Alan Baxter, Mayor

ATTEST:


Heather Weidenbach, City Secretary

APPROVED AS TO FORM:

Michael S. Brennan, City Attorney

* City Manger
serves as :
Investment
Manager, Court
Administrator, &
Treasurer

ORDINANCE NO. 677

**AN ORDINANCE ADOPTING AN ORGANIZATIONAL
CHART AND DEPARTMENTAL CLASSIFICATIONS**

WHEREAS, the City Charter requires the City Council to establish the city's organizational chart and departmental classifications in Section 3.03 (3) and Section 5.01.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF
THE CITY OF WINDCREST THAT** the attached organizational chart with
departmental classifications is hereby approved and adopted as required by the City
Charter and that the previous organizational charts are repealed.

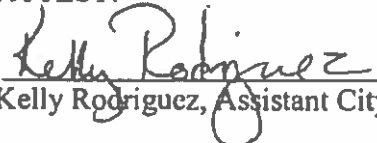
This ordinance shall take effect upon its final passage, and it is so ordained.

PASSED and ADOPTED this the 18th day of September, 2012.



Alan Baxter, Mayor

ATTEST:

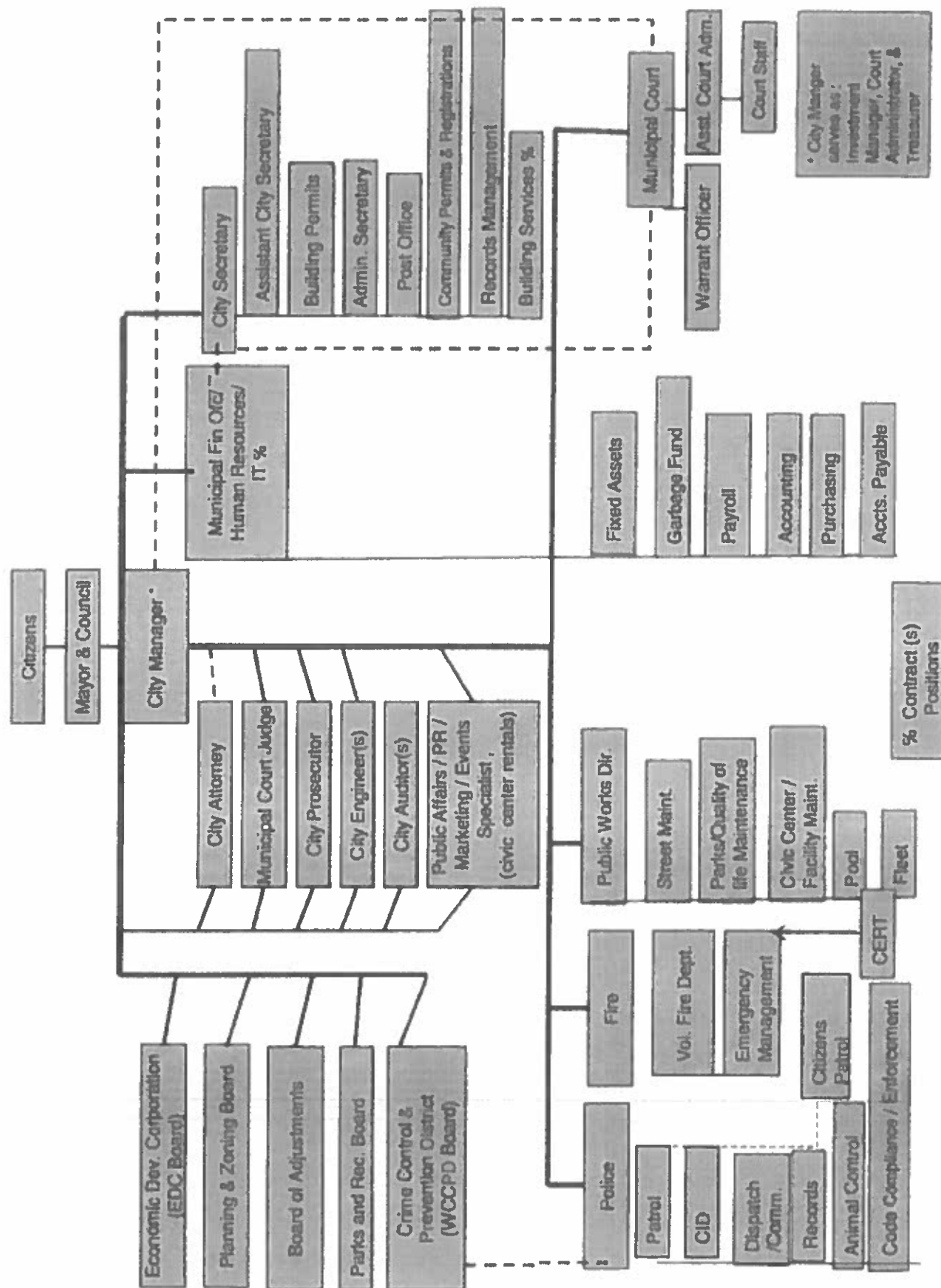


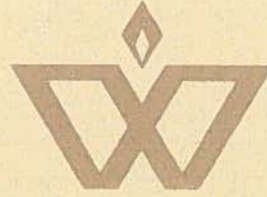
Kelly Rodriguez, Assistant City Secretary

APPROVED AS TO FORM:

Michael S. Brenan, City Attorney

City of Windcrest Organizational / Functional Chart FY 2012-2013 Proposed





WINDCREST TEXAS

ORDINANCE NO. 2013-703(O)

**AN ORDINANCE ADOPTING AN ORGANIZATIONAL
/ FUNCTIONAL CHART AND DEPARTMENTAL
CLASSIFICATIONS**

WHEREAS, the City Charter requires the City Council to establish the city's organizational chart and departmental classifications in Section 3.03 (3) and Section 5.01.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF
THE CITY OF WINDCREST THAT** the attached organizational chart with departmental classifications is hereby approved and adopted as required by the City Charter and that the previous organizational charts are repealed.

This ordinance shall take effect upon its final passage, and it is so ordained.

PASSED and ADOPTED this the 23RD day of September, 2013.

Alan Baxter, Mayor

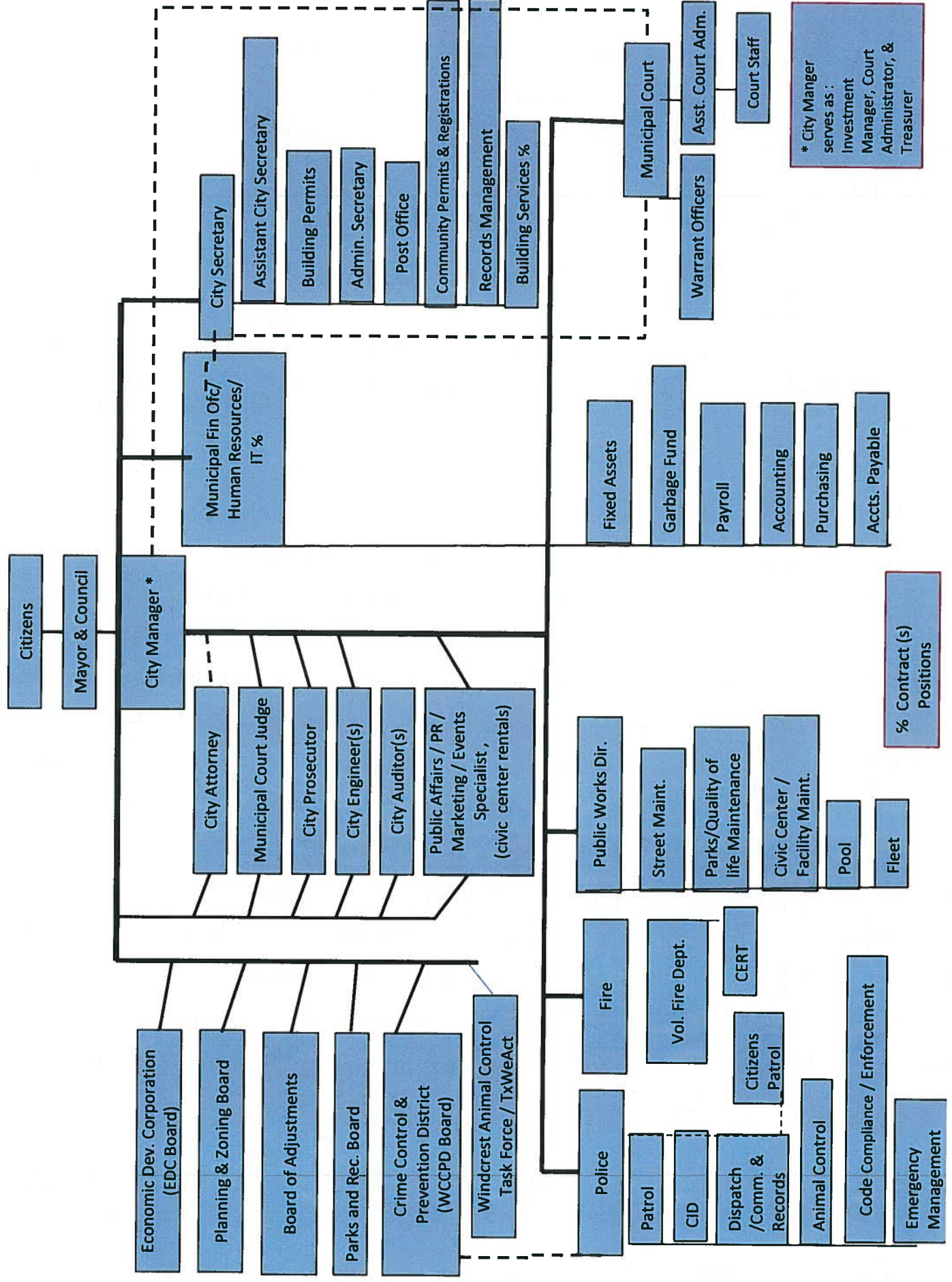
ATTEST:

Kelly Rodriguez, City Secretary

APPROVED AS TO FORM:

Michael S. Brennan, City Attorney

City of Windcrest Organizational / Functional Chart FY 2013-2014



City of Windcrest
Fee Schedule
Fiscal Year 2012-13
Ordinance 2013-691(O)

Attachment A

Building and Building Code

Residential Remodels

Foundation	\$5.00
Driveways	\$5.00
Sidewalks	\$5.00
Re-roofs	\$5.00
Fences	\$5.00
Accessory Buildings	\$5.00
Other remodel not listed below	\$5.00

Building Permit Fees

\$500 or less of total value of construction	\$24
\$501 to \$2,000 of total value of construction	\$23.50 + \$3.05 for each hundred or fraction thereof over \$500.00
\$2,001 to \$25,000 of total value of construction	\$69.25 + \$14.00 for each thousand or fraction thereof over \$2,000.00
\$25,001 to \$50,000 of total value of construction	\$391.75 + \$10.10 for each thousand or fraction thereof over \$25,000.00
\$50,001 to \$100,000 of total value of construction	\$643.75 + \$7.00 for each thousand or fraction thereof over \$50,000.00
\$100,001 to \$500,000 of total value of construction	\$993.75 + \$5.60 for each thousand or fraction thereof over \$100,000.00
\$500,001 to \$1,000,000 of total value of construction	\$3,233.75 + \$4.75 for each thousand or fraction thereof over \$500,000.00
\$1,000,000 and higher of total value of construction	\$5,608.75 + \$3.65 for each thousand or fraction thereof over \$1,000,000.00
Re-Roof	\$50
Curb cuts	\$50
Certificate of Occupancy (Non-Refundable)	\$100
Variance Request	\$150
Moving Permit	\$100

Demolition Permit	\$50.00 for the first 1,000 square feet + \$0.50 per square foot over 1,000 square feet Fee shall be equal to 1/2 of the building permit fee. Such plan checking fee is in addition to the permit fee.
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Plan Checking Fee	Where work for which a permit is required started or proceeds prior to obtaining said permit, the fees herein specified shall be doubled, but the payment of such double fee shall not relieve any person from fully complying with the requirements of the code in the execution of the work nor from any other penalties prescribed herein. A fee of \$100.00 shall be assessed for any proceeding with any work without having an approved inspection at the required stage of construction.
Non-Compliance Fee	\$75.00 per failed inspection
Re-Inspection Fee (for failed inspections)	\$75.00 per failed inspection
Failure to correct Code Violations	\$100.00

Plumbing Permits

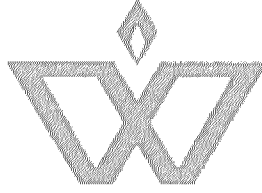
Plumbing Permits Base Fee	\$30.00 Plus
Water Softener	\$5.00
House Sewer	\$5.00
Water Heater	\$15.00
Gas Test	\$5.00 for one to four outlets + \$1.00 for each additional outlet.
Fuel tanks	\$25.00 for -0- to 1,000 gallons and \$35.00 for 1,001 and over gallons
Fixture or Trap Repair	\$5.00
New fixtures	\$10.00 each fixture
Water line	\$5.00
Grease Trap	\$30
Shower Pan	\$30
Vacuum Breakers	\$5.00 for up to five, \$2.00 each additional breaker over five
Irrigation/Sprinklers/Fire System	\$1.00 per head \$5.00 for one to four outlets, inclusive, and \$1.00 for each additional unit.
Water Piping	\$5.00
Fire Sprinkler System	\$1.50 per head

HVAC / Mechanical Permit Fee	\$30.00 + \$10.00 for the first \$1,000 or fraction thereof, of valuation of the installation plus \$10.00 for each additional \$1,000 or fraction thereof.
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Electrical Permit Fee - Base Fee	\$30.00 +
Swimming Pool	\$45
Temporary Meter Loop	\$30
First 20 fixtures	25.00 + \$.06 for each additional (includes receptacle, switch and outlets)
Signs	\$30

Alarm Permits

3 or less False Alarms within perceeding 12 Months	\$0
4 or 5 False Alarms within perceeding 12 Months	\$50
6 or 7 False Alarms within perceeding 12 Months	\$75
8 or more False Alarms within perceeding 12 Months	\$100



WINDCREST TEXAS

ORDINANCE NO. 2014-719(O)

**AN ORDINANCE ADOPTING AN ORGANIZATIONAL
CHART AND DEPARTMENTAL CLASSIFICATIONS**

WHEREAS, the City Charter requires the City Council to establish the city's organizational chart and departmental classifications in Section 3.03 (3) and Section 5.01.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF
THE CITY OF WINDCREST THAT** the attached organizational chart with departmental classifications is hereby approved and adopted as required by the City Charter and that the previous organizational charts are repealed.

This ordinance shall take effect upon its final passage, and it is so ordained.

PASSED and ADOPTED this the 15th day of September, 2014.

Alan Baxter, Mayor

ATTEST:

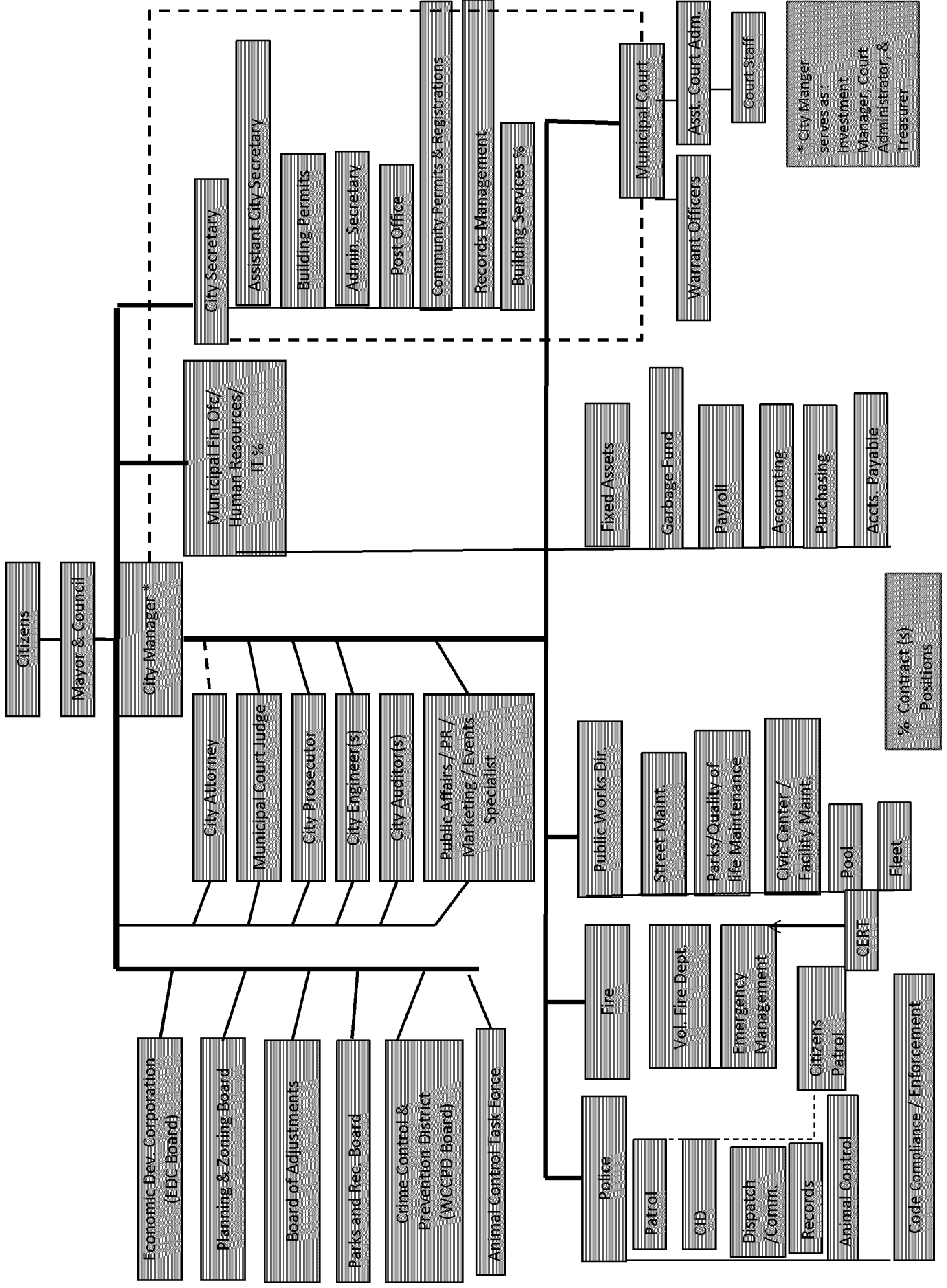
Kelly Rodriguez, City Secretary

APPROVED AS TO FORM:

Michael S. Brenan, City Attorney

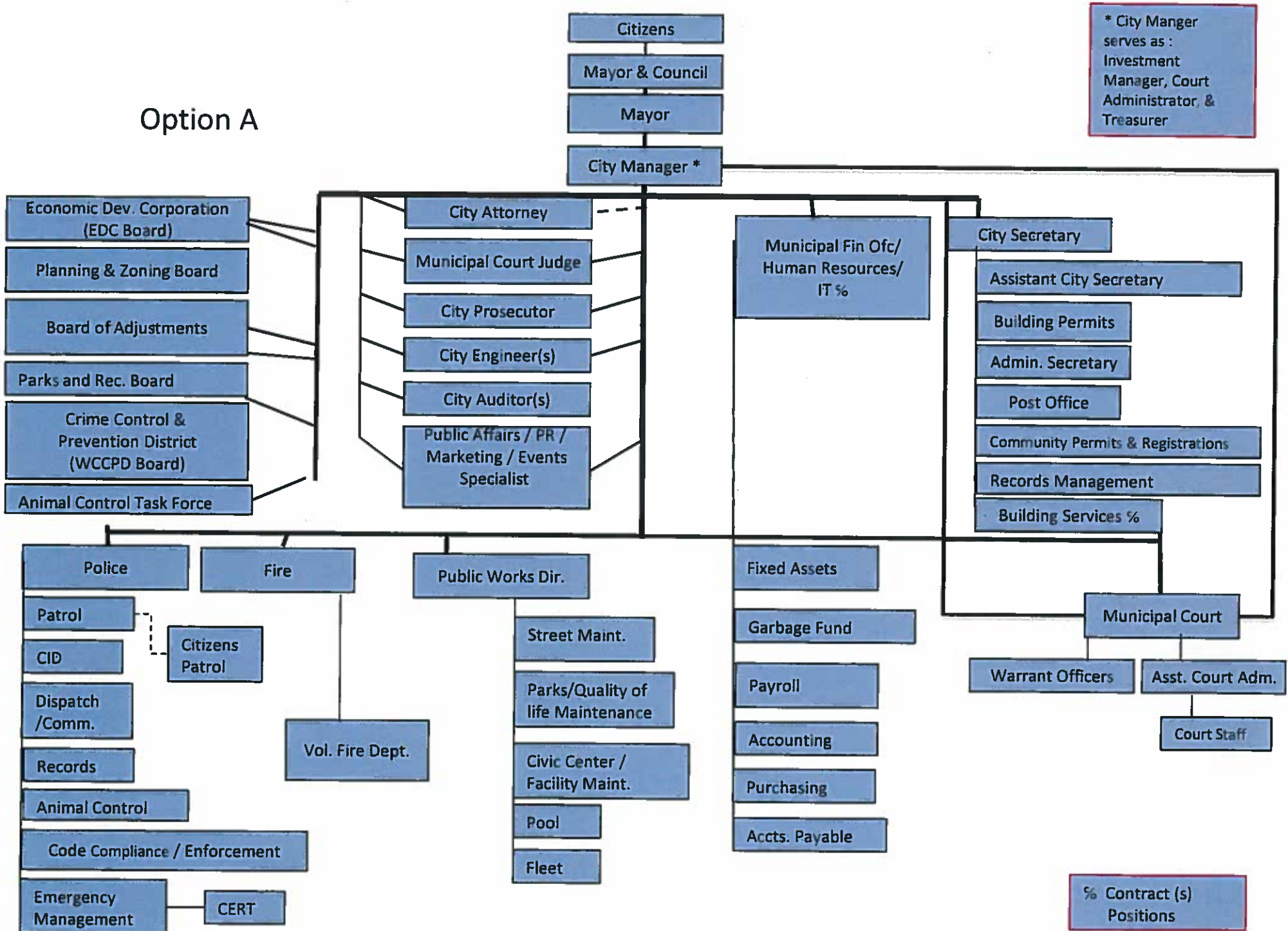


City of Windcrest Organizational / Functional Chart FY 2014-2015



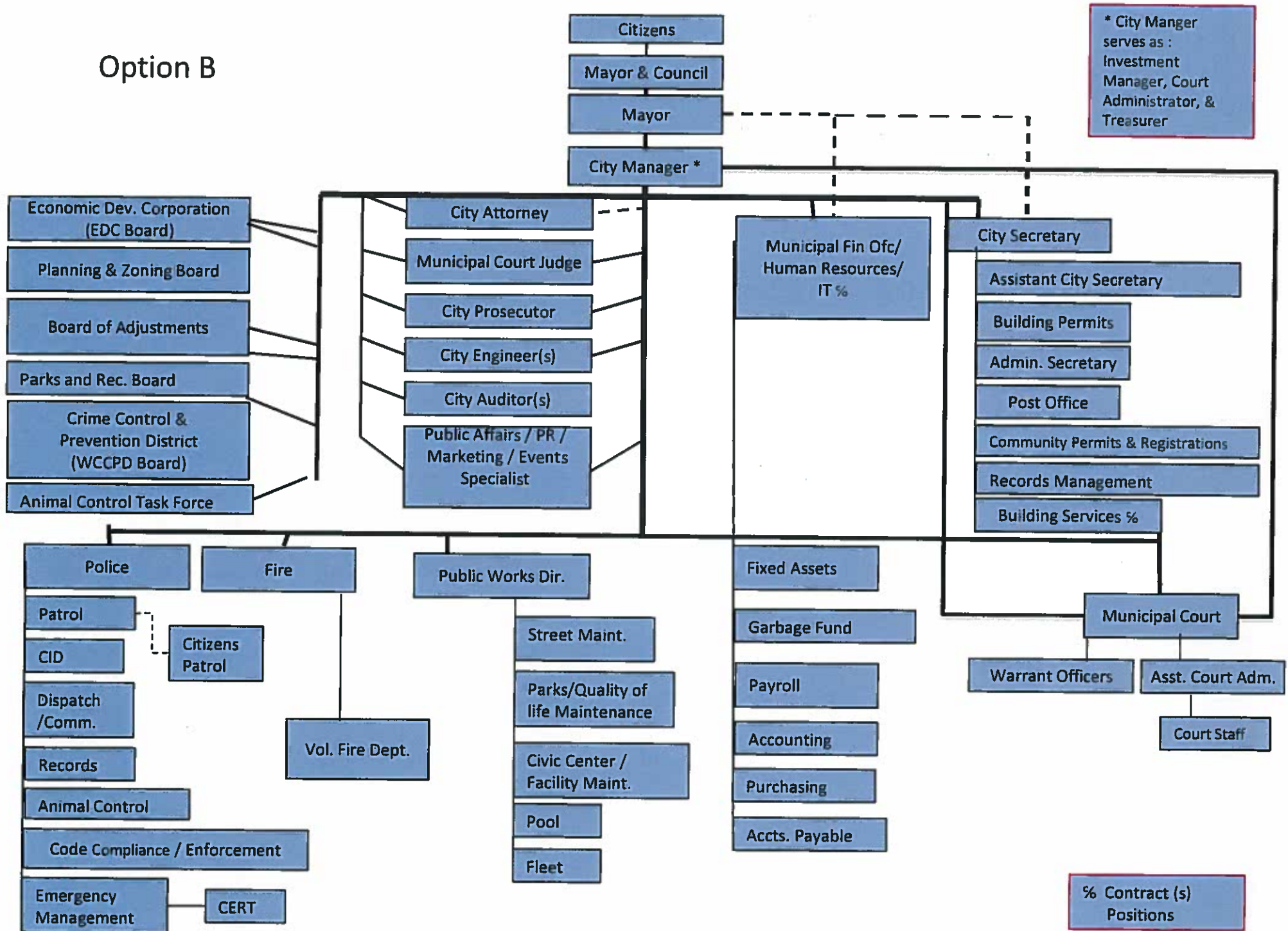
City of Windcrest Organizational / Functional Chart FY 2015-2016

Option A

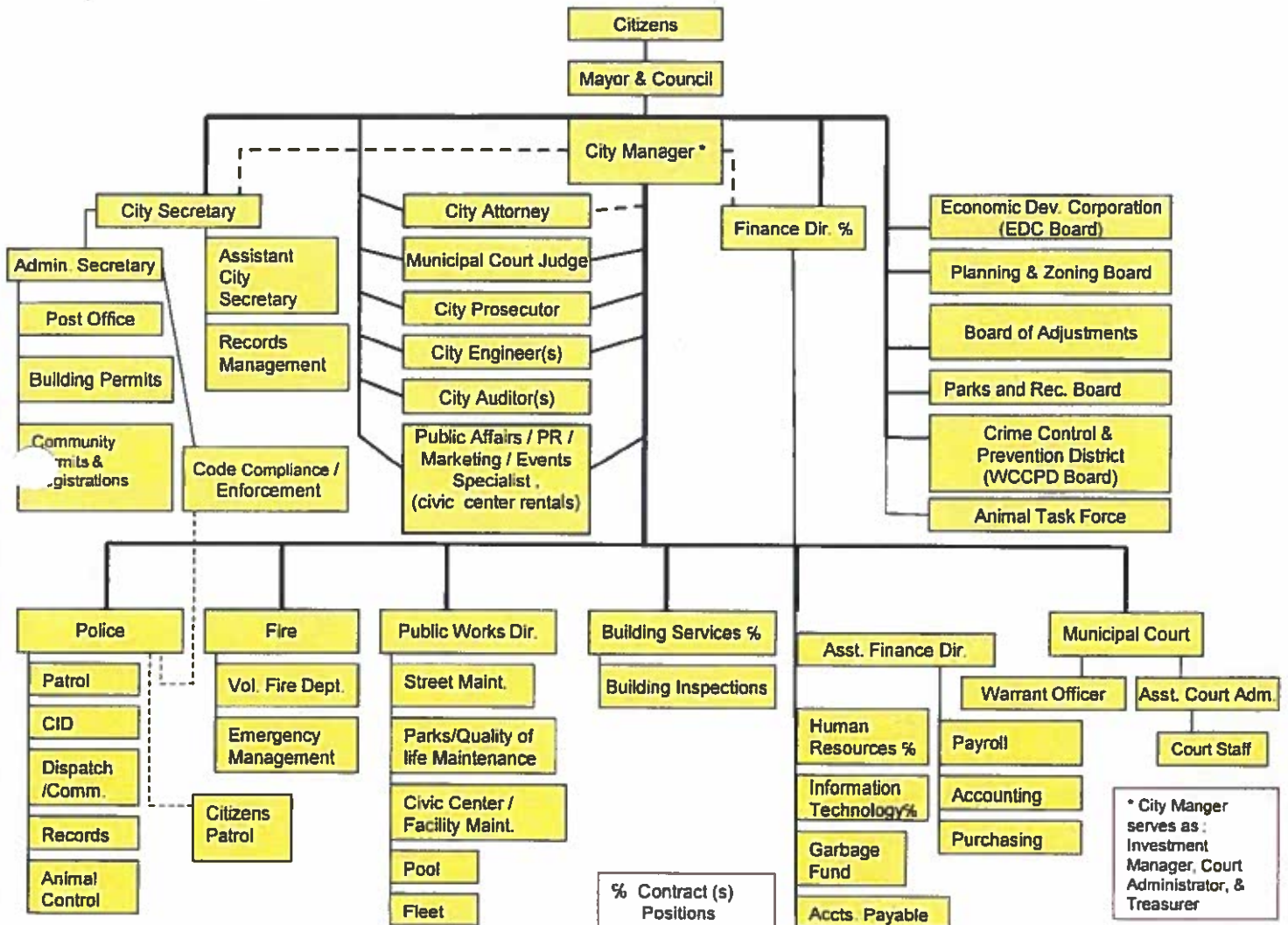


City of Windcrest Organizational / Functional Chart FY 2015-2016

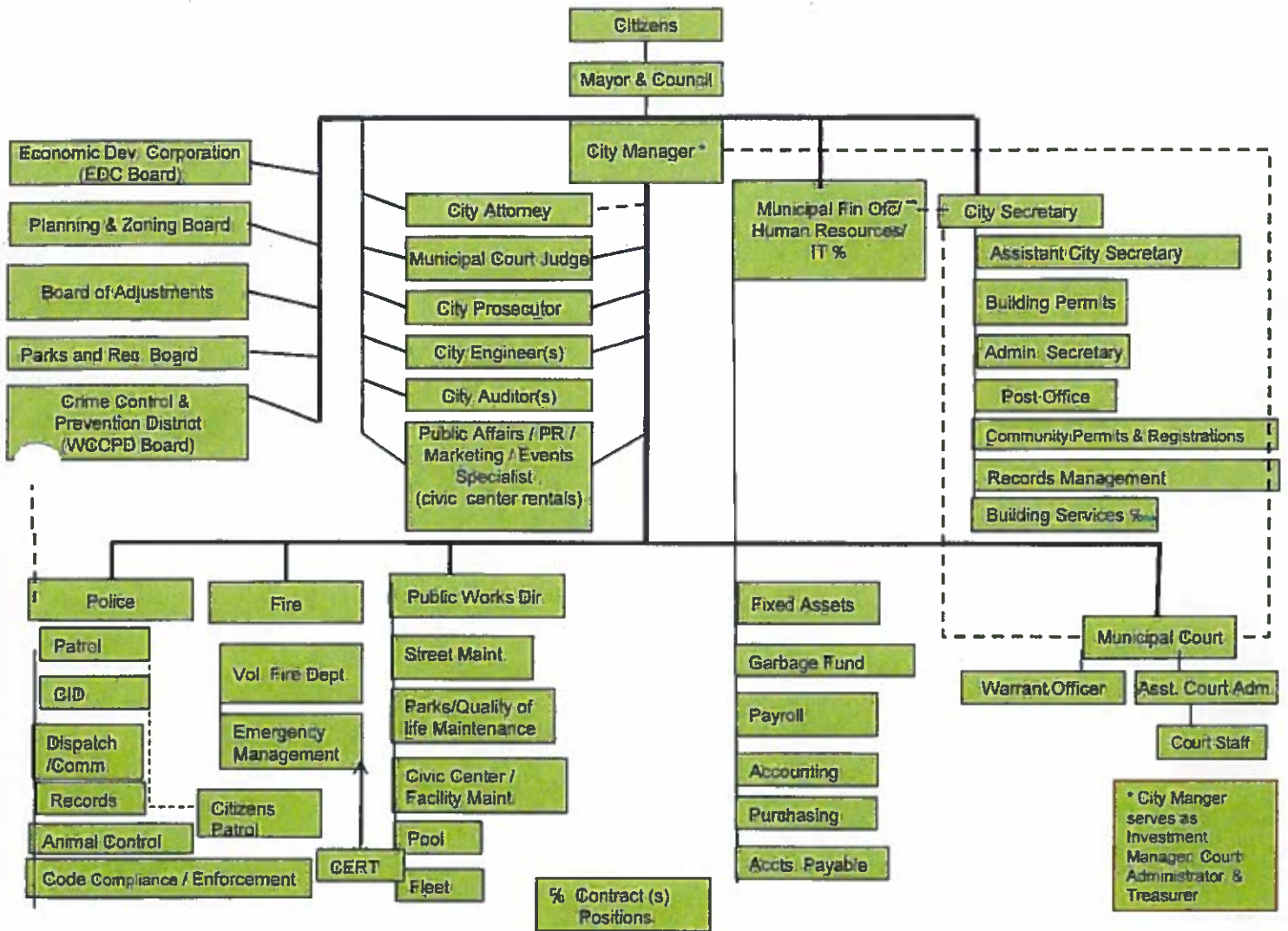
Option B



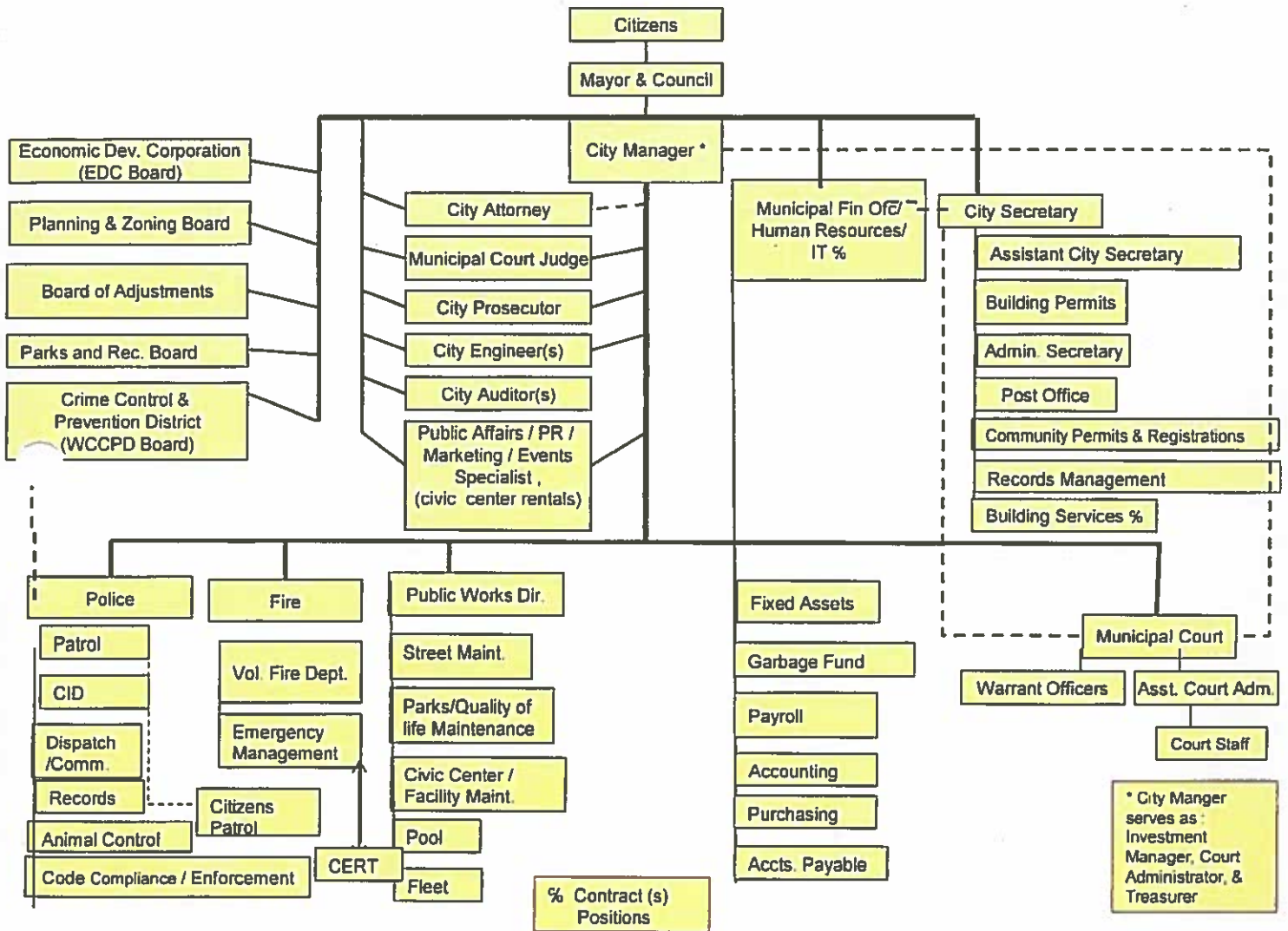
City of Windcrest Organizational / Functional Chart FY 2011-2012 Ordinance # 2011-652 (O)



City of Windcrest Organizational / Functional Chart FY 2012-2013

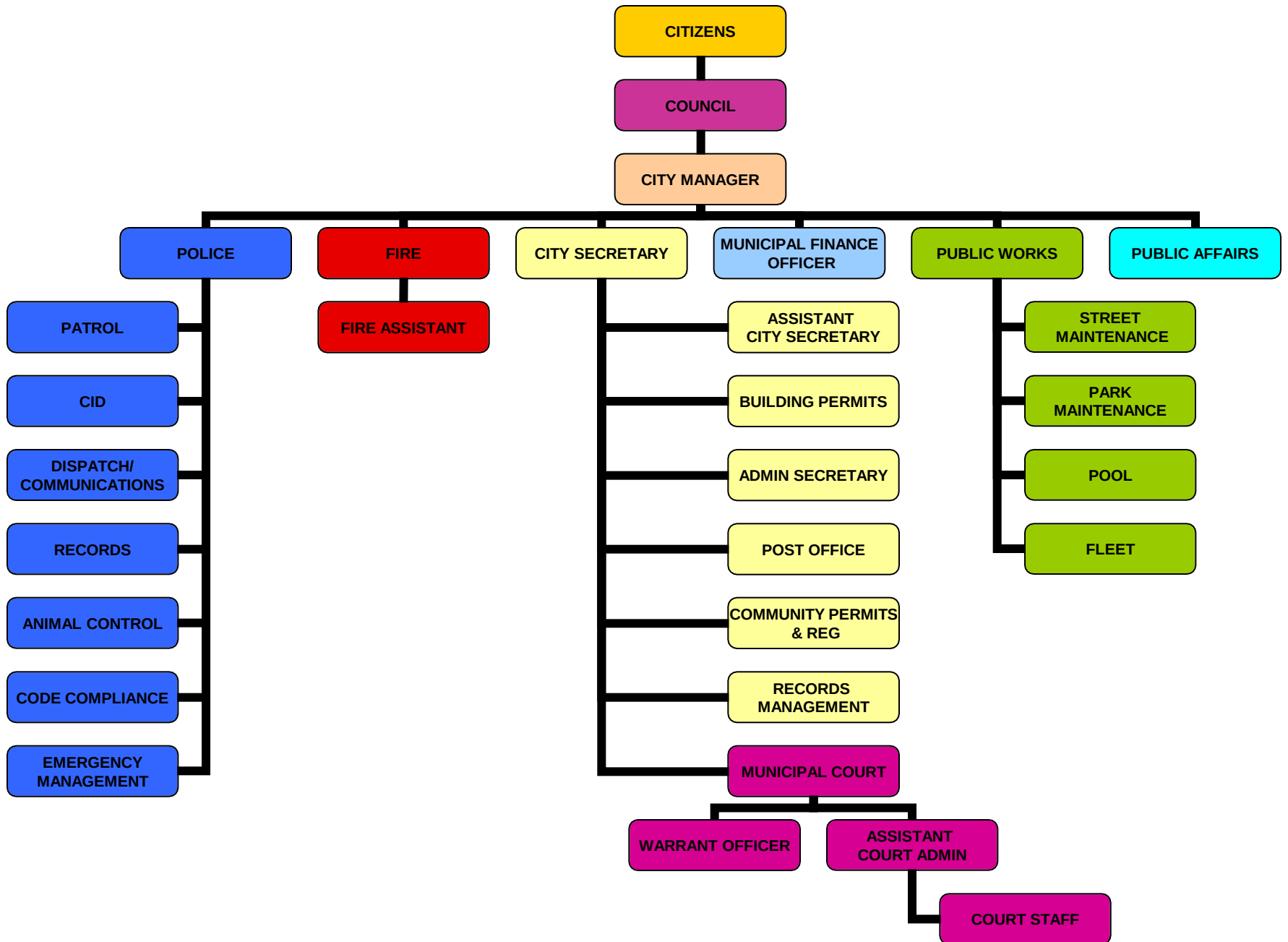


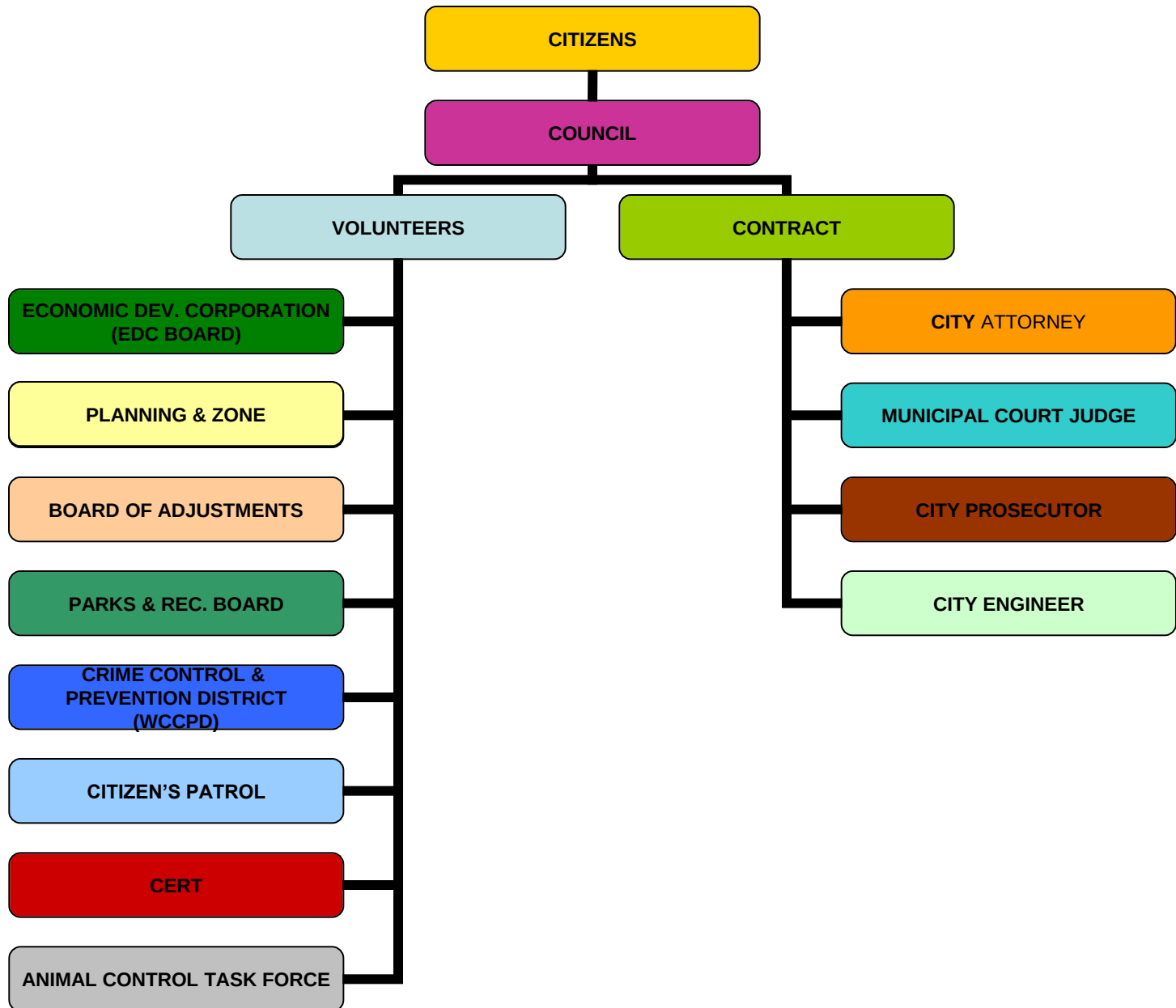
City of Windcrest Organizational / Functional Chart FY 2013-2014 Proposed



)









ORDINANCE NO. 2015-737(O)

**AN ORDINANCE ADOPTING AN ORGANIZATIONAL
CHART AND DEPARTMENTAL CLASSIFICATIONS**

WHEREAS, the City Charter requires the City Council to establish the city's organizational chart and departmental classifications in Section 3.03 (3) and Section 5.01.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF
THE CITY OF WINDCREST THAT** the attached organizational chart with departmental classifications is hereby approved and adopted as required by the City Charter and that the previous organizational charts are repealed.

This ordinance shall take effect upon its final passage, and it is so ordained.

PASSED and ADOPTED this the ____ day of _____, 2015.

Alan Baxter, Mayor

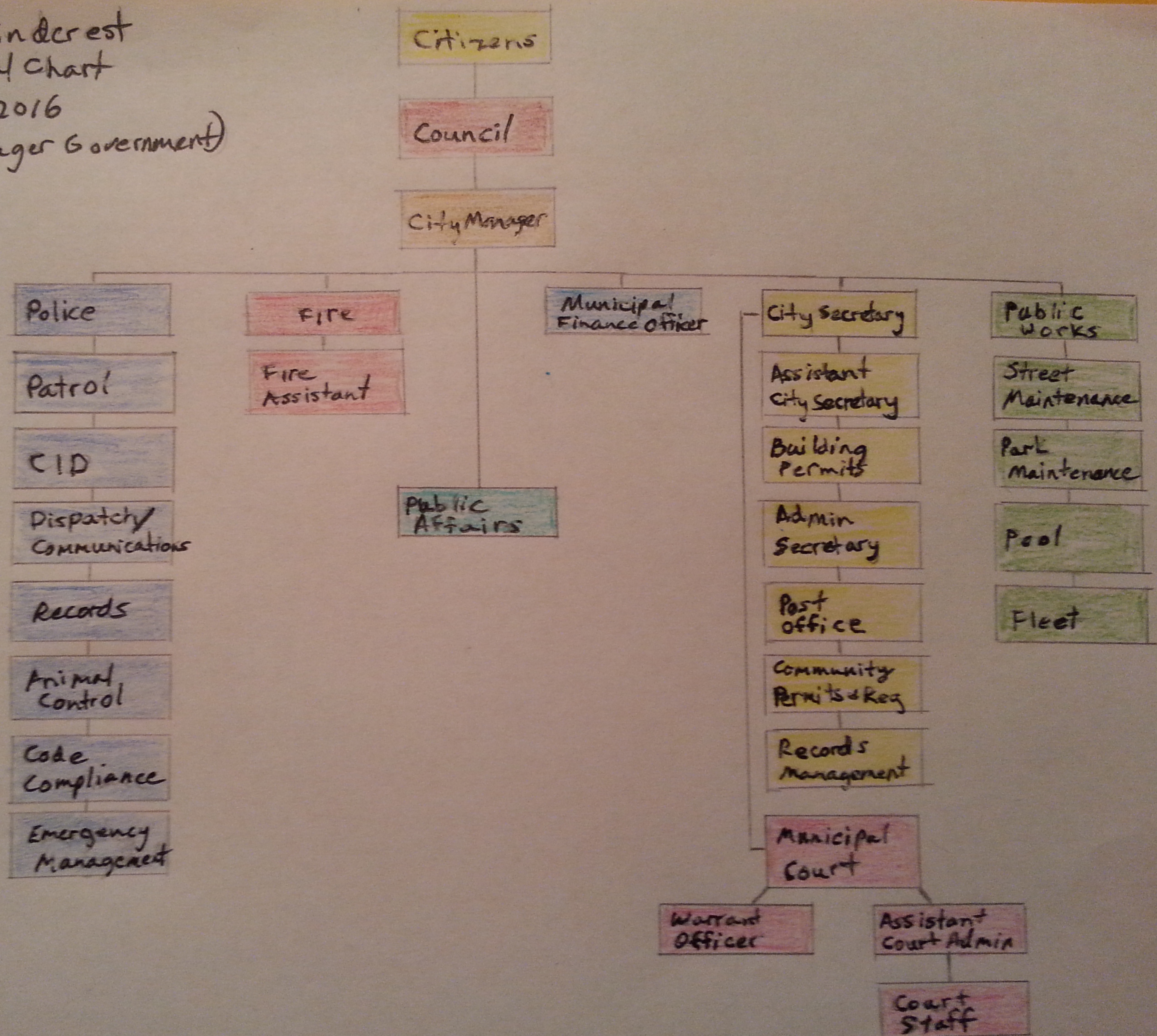
ATTEST:

Kelly Rodriguez, City Secretary

APPROVED AS TO FORM:

Michael S. Brennan, City Attorney

City of Windcrest
Organizational Chart
FY 2015 - 2016
(Council-Manager Government)





City Council Agenda Item Report

December 7, 2015

Contact – Robert Colunga

rcolunga@windcrest-tx.gov

Resolution #: 2015-566(R)

SUBJECT: A RESOLUTION AUTHORIZING CC USES BY SLF IVEISENHAUER POINT, L.P. OF MANUFACTURING AND WAREHOUSING ON 25.69 ACRES OF PROPERTY OUT OF TRACT 2 LOCATED ON EISENHAUER ROAD AND DESCRIBED IN THE ATTACHED EXHIBIT "C"

1. BACKGROUND/HISTORY

The City of Windcrest and Windcrest Economic Development Corporation began this process nearly 2 ½ years ago to make the property known as the 111 acres more attractive to development which was realistic and complimentary to the City of Windcrest. This development allows for a multitude of developments to occur from Commercial Retail Development to Warehousing. With a wide variety of development available to the property it gives us the best opportunity to have business development that will be long standing and add to our economic growth and development as a city. The public hearing was posted in the North East Herald on November 18, 2015 in accordance with the rules of the City of Windcrest.

2. FINDINGS/CURRENT ACTIVITY

With meetings from our Master Plan Development to negotiations with developers we are seeing the area blossom with already a commitment **of 32 to 36 million dollars** of investment in tracts 4 & 5 on Eisenhower Road from Midcrown to Fratt Drive. The developers have shown expertise in their field and have a proven track record of first class developments

3. FINANCIAL IMPACT -

The overall financial impact cannot be determined at this time without knowing who the future tenants of the property will be. But we do know that total investment into the development will be from **62 to 71 million dollars**

alone from **East Group REIT**. Along with the other commercial retail development we are seeing this project will help to propel another **25 to 35 million dollars** of development and we have LOI's (Letters of Intent) for this development should Windcrest City Council approve the CC uses.

4. ACTION OPTIONS/RECOMMENDATION

Staff recommends the City of Windcrest approve the CC uses for the 25.69 acres of land. As this development will create jobs and revenue for the city for many years to come and is a win for the city and a win for the business entity.

Ashley Farrimond
210-448-9981
ashley@kk-lawfirm.com

October 28, 2015

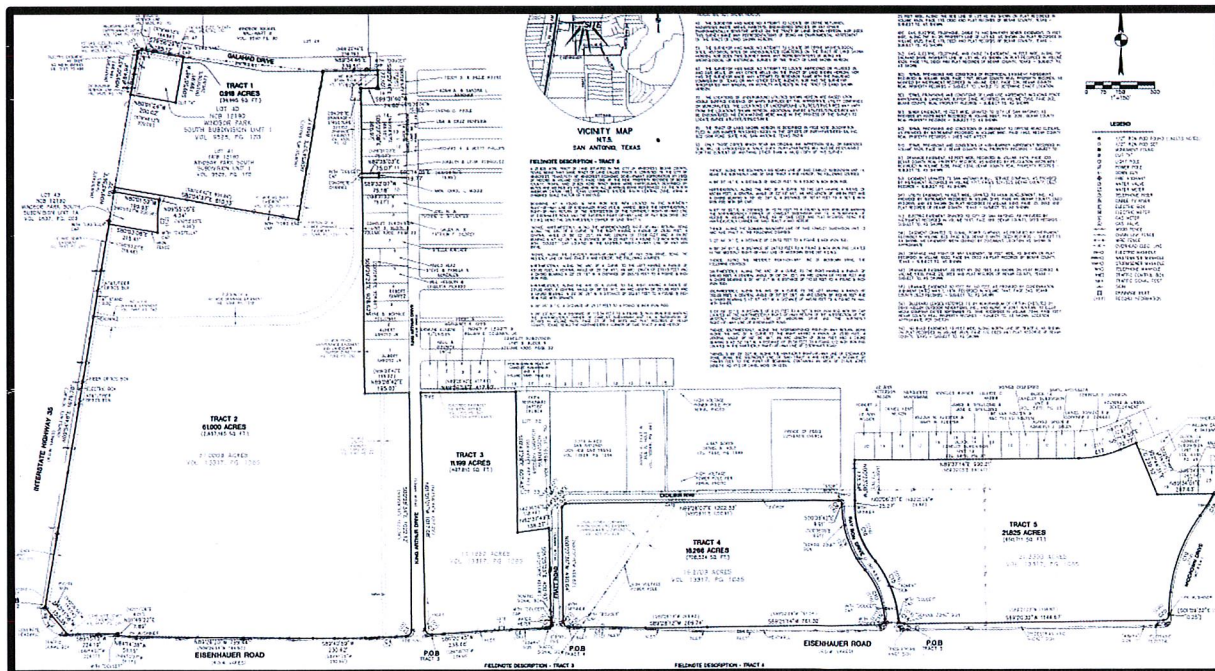
Mr. Rafael Castillo
City Manager
City of Windcrest
8601 Midcrown Drive
Windcrest, TX 78239

Via Email at rcastillo@windcrest-tx.gov

Re: Request on Behalf of SLF IV - Eisenhower Point, L.P. for "CC" Uses On 25.69 Acres on Eisenhower Road, Northeast of Intersection of IH-35 & Eisenhower Road

Dear Mr. Castillo,

As you are aware, last year the City of Windcrest ("City") rezoned approximately 110.3 acres located northeast of the intersection of IH-35 and Eisenhower Road ("Property") to "B-3" Business District in accordance with Chapter 23 of the City Code of Ordinances. As part of this rezoning, the "CC" uses of 'manufacturing' and 'warehousing' were approved for the Property's two (2) easternmost tracts on Eisenhower Road. These tracts are identified as 'Tract 4' and 'Tract 5' on the survey below, which is also attached to this letter as **"Exhibit A"**.



The “B-3” and “CC” use rezoning is more specifically described in City Ordinance Number 2014-713(O) (attached as **Exhibit “B”**).

SLF IV - Eisenhower Point, L.P. (“SLF”) owns Tract 2 within the Property. Tract 2 includes 61.000 acres located at the hard northeast corner of IH-35 and Eisenhower Road. Please accept this letter as a formal application by SLF requesting the addition of the CC uses of ‘manufacturing’ and ‘warehousing’ to 25.69 acres of the Property (“CC Tract”). This CC Tract is located on Eisenhower Road and further described in the attached **Exhibit “C”**. As previously mentioned, in City Ordinance Number 2014-713(O), ‘manufacturing’ and ‘warehousing’ were added as permissible “CC” uses on Tracts 4 and 5 within the Property. SLF is requesting the same “CC” uses for the 25.69 acres of Tract 2.

Ordinance Number 2014-713(O) Section 2 specifically defines ‘manufacturing’ as a *“light industrial business where all processing, fabricating, assembly, or disassembly of items takes place wholly within an enclosed building. Typical items for processing, fabricating, assembly, or disassembly include but are not limited to apparel, home accessories, lighting fixtures, drapes, clothing accessories, bedspreads, decorations, artificial plants, jewelry, instruments, computers, and electronic devices.”* Section 2 also states that ‘manufacturing’ includes, but is not limited to, *“...the fabrication, assembly, servicing, warehousing, display and distribution of the goods, materials and products for which the manufacturing is authorized...”*

Section 3 of Ordinance Number 2014-713(O) defines ‘warehousing’ as *“...the storage of goods or materials fully enclosed within a warehouse or other building, where such goods and materials may be combined, broken down or aggregated for trans-shipment or storage purposes, provided that the goods or materials stored will not increase the level of public safety services needed to support the warehousing use as compared with other permitted B-3 uses. The storage of hazardous or noxious materials is strictly prohibited.”*

SLF requests the approval of ‘manufacturing’ and ‘warehousing’ “CC” uses with similar parameters as previously authorized by City Council in Ordinance Number 2014-713(O) for Tracts 4 and 5.

City Code of Ordinances Section 23.1401(d) requires that “CC” uses within a parcel of 40 acres or larger be limited to 65% of the gross area of the property (see Ordinance Number 2014-709(O)). As mentioned above, Tract 2 is 61.000 acres out of the 110.3 acre Property, and the CC Tract is 25.69 acres. If the additional CC uses are approved, the total CC use acreage on the entire Property would be 63.79 acres. This equates to CC uses being permitted on approximately 57.8% of the Property, which is below the 65% maximum permitted under City Code. The location and size of the existing and proposed CC use tracts is further described in the attached **Exhibit “D”**.

Section 5 of the Property’s “B-3” rezoning Ordinance Number 2014-713(O) provides that:

In the event the owner of the Property applies to gain “CC” approval of other authorized “CC” uses in the Property, such application shall be directed to the City Council, which will

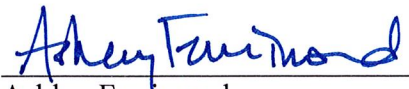
hold a public hearing on the application, and if granted, such approval shall be by resolution of the Council.

On behalf of SLF, we request that this application for ‘manufacturing’ and ‘warehousing’ CC uses for the 25.69 acres of Tract 2, be scheduled for City Council consideration at your earliest convenience. In accordance with Section 5 above, this request for additional “CC” uses within Tract 2 is not a rezoning of the Property and does not require any consideration other than that of Council.

If you have any questions about this request for additional “CC” uses for the 25.69 acres within Tract 2, please do not hesitate to contact me. Thank you in advance for your time and attention to this matter.

Best Regards,

KAUFMAN & KILLEN, INC.


Ashley Farrimond

Attached:

- Exhibit “A” – Survey of 110.3 acres
- Exhibit “B” – City of Windcrest Ordinance No. 2014-713(O)
- Exhibit “C” – Survey and Field notes for 25.69 acres located within Tract 2 of the Property
- Exhibit “D” – CC Use Exhibit
- Exhibit “E” – Ownership Deed – SLF IV – Eisenhower Point, L.P.
- Exhibit “F” – Bexar County Appraisal District Information for Tract 2 (property identification numbers 502130, 502140, and 502141)

cc: Rob Killen, Kaufman & Killen, Inc.
Robert Colunga, Executive Director, City of Windcrest Economic Development Corporation
Kelly Rodriguez, City of Windcrest City Secretary/Assistant Court Administrator
Michael Brennan, City of Windcrest City Attorney

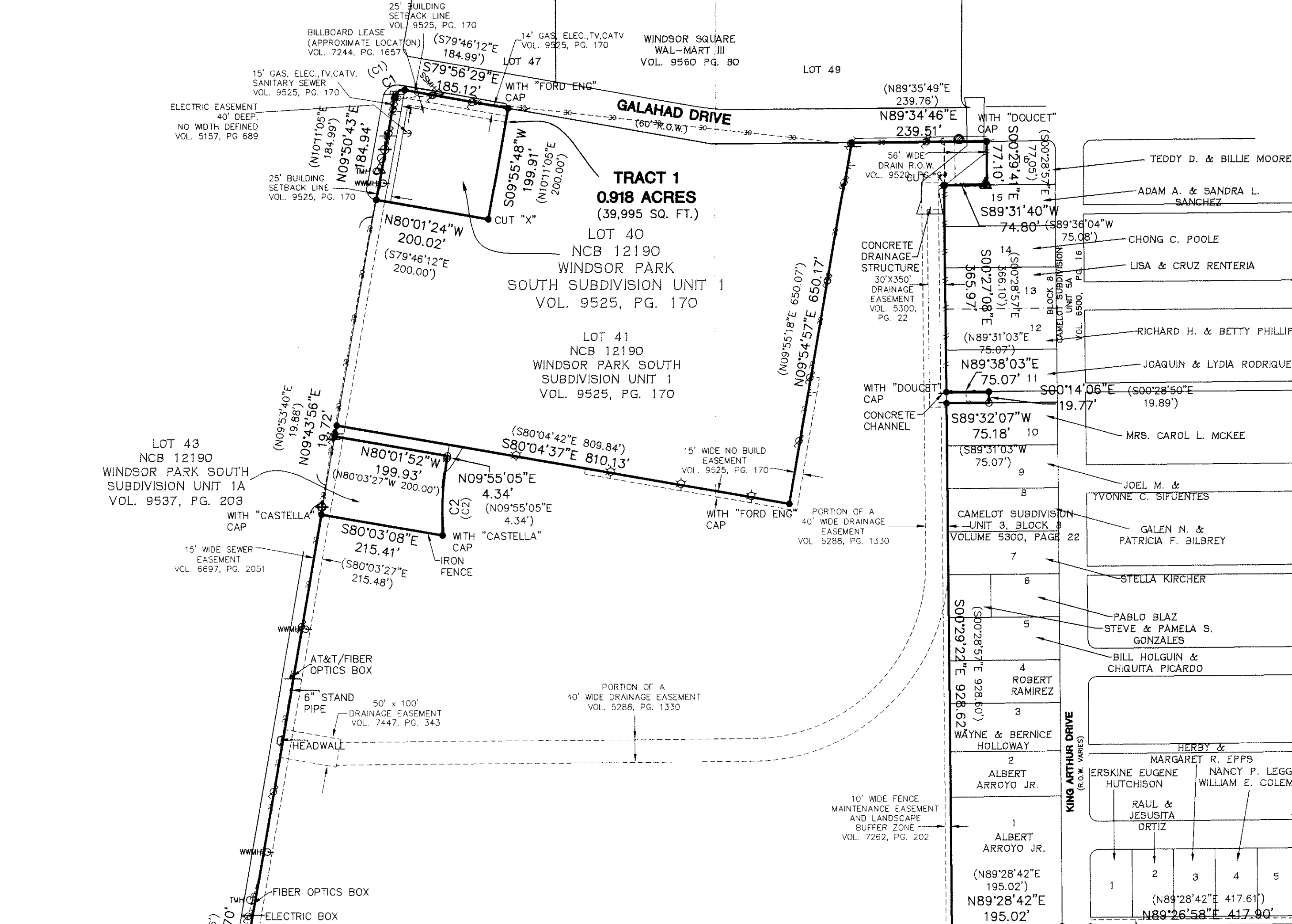
SLF IV – Eisenhower Point, L.P.
Exhibits to Request for Manufacturing & Warehousing “CC” Uses

- 1. Exhibit “A”** – Survey of 110.3 acres
- 2. Exhibit “B”** – City of Windcrest Ordinance No. 2014-713(O)
- 3. Exhibit “C”** – Survey and Field Notes for 25.69 acres located within Tract 2 of the Property
- 4. Exhibit “D”** – “CC” Use Exhibit
- 5. Exhibit “E”** - Ownership Deed – SLF IV – Eisenhower Point, L.P.
- 6. Exhibit “F”** - Bexar County Appraisal District Information for Tract 2 (property identification numbers 502130, 502140, and 502141)

EXHIBIT "A"

FLOODPLAIN NOTE

THIS PROPERTY OWN HEREON IS LOCATED WITHIN ZONE 'X', (AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN) AS SHOWN ON FIRM PANEL NO. 48029C 0294E, DATED JANUARY 4, 2002, AND 0457F, DATED FEBRUARY 2, 2006, BOTH OF BEXAR COUNTY, TEXAS. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.



FIELDNOTE DESCRIPTION - TRACT 5

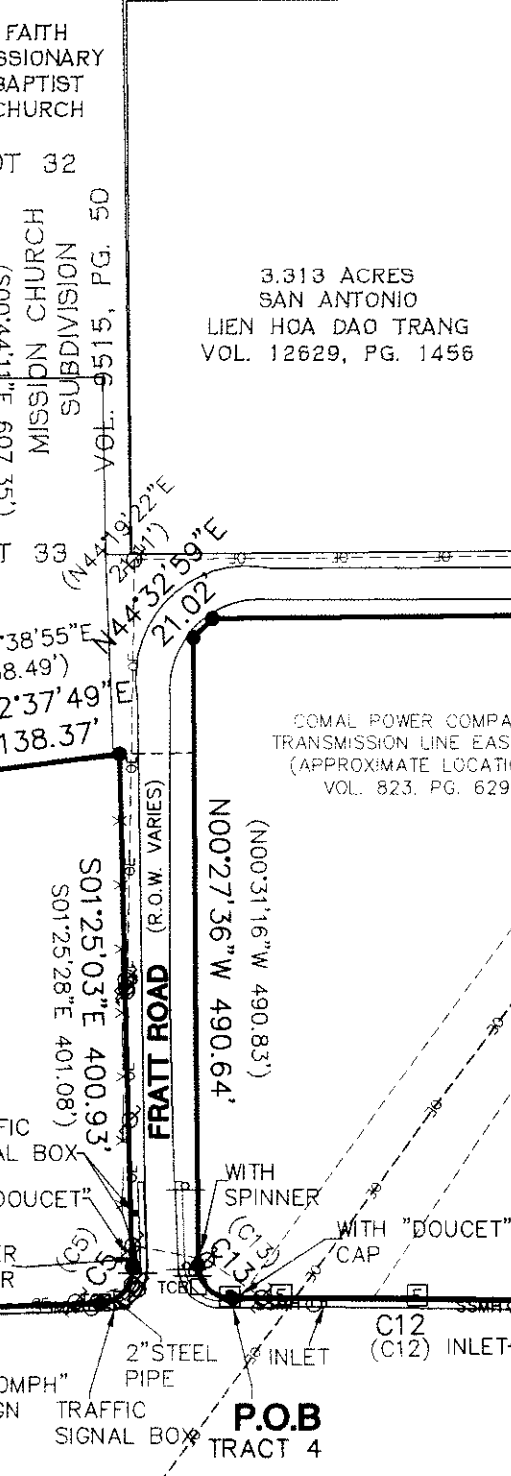
A 21.825 ACRE TRACT OF LAND SITUATED IN THE
TEXAS, BEING THAT SAME TRACT OF LAND CALLED
WINDCREST, TEXAS/CITY OF WINDCREST ECONOMIC
OF RECORD IN VOLUME 13317, PAGE 1085 OF THE
COUNTY, TEXAS; SAID 21.825 ACRE TRACT BEING
METES AND BOUNDS AS FOLLOWS WITH ALL BEARING
AMERICAN DATUM 1983, TEXAS COORDINATE SYS
COMBINED SCALE FACTOR OF 1,000:300

N 0° 06' 31" E, A DISTANCE OF 25.27 FEET TO
R 81° 06' 31" W, A DISTANCE OF 39' 55" S, A
DISTANCE OF 120' 25' 15" W, A DISTANCE OF
130.00 FEET, A CENTRAL ANGLE OF 39° 55' 51"
NORTHWESTERLY, ALONG THE ARC OF A CURVE,
A CHORD BEARING N 20° 36' 28" W, A DISTANCE
OF 370.00 FEET, A CENTRAL ANGLE OF 39° 55' 51"
NORTHWESTERLY, ALONG THE ARC OF A CURVE,
THE ARCS OF CURVE TO THE RIGHT AND
LEFT-OF-WAY LINE OF EISENHOWER ROAD (R.O.W.)
RIGHT-OF-WAY RETURN OF THE INTERSECTION OF
EISENHOWER ROAD AND THE EASTERN RIGHT-OF-
WAY, BEING THE SOUTHWESTERLY CORNER OF SECTION
THENCE, NORTHWESTERLY, ALONG THE FOREMEN
ALONG THE ARC OF CURVE TO THE RIGHT
CENTRAL ANGLE OF 86° 22' 25", AN ARC LE
BEARING N 47° 42' 28" W, A DISTANCE OF 34.22
W/ "DOUGLET" GAP LOCATED IN THE EASTERN
DRIVE.
THENCE, ALONG THE EASTERN RIGHT-OF-WAY
WESTERLY LINE OF SAID TRACT V AND HEREOF, TH
NORTHWESTERLY, ALONG THE ARC OF A CURVE,
A CHORD BEARING N 22° 15' 15" W, A DISTANCE
OF 130.00 FEET, A CENTRAL ANGLE OF 35° 59' 47"
NORTHWESTERLY, ALONG THE ARC OF A CURVE,
A CHORD BEARING N 20° 36' 28" W, A DISTANCE
OF 370.00 FEET, A CENTRAL ANGLE OF 39° 55' 51"
NORTHWESTERLY, ALONG THE ARC OF A CURVE,
THE ARCS OF CURVE TO THE RIGHT AND
LEFT-OF-WAY LINE OF EISENHOWER ROAD (R.O.W.)
RIGHT-OF-WAY RETURN OF THE INTERSECTION OF
EISENHOWER ROAD AND THE EASTERN RIGHT-OF-
WAY, BEING THE SOUTHWESTERLY CORNER OF SECTION

N. 00° 23' 00" W. A DISTANCE OF 173.34 FEET TO THE SOUTHWESTERLY CORNER OF CAMELOT SUB RECORD IN VOLUME 5970, PAGE 27 OF THE COUNTY, TEXAS, BEING THE NORTHWESTERLY CORNER

SUBDIVISION
BLOCK 5
NO. PAGE 22

ION PLAT OF SUBDIVISION IT 3 DO, PAGE 22					
17	18	9	10	11	12



FIELDNOTE DESCRIPTION - TRACT 3

A 11.199 ACRE TRACT OF LAND SITUATED IN THE CITY OF WINCREST, BE TEXAS, BEING THAT SAME TRACT OF LAND CALLED TRACT II, CONVEYED TO WINCREST, TEXAS/CITY OF WINCREST ECONOMIC DEVELOPMENT CORPORATION OF RECORD IN VOLUME 13317, PAGE 1085 OF THE REAL PROPERTY RECORDS OF TARRANT COUNTY, TEXAS; SAID 11.199 ACRE TRACT BEING MORE PARTICULARLY D METES AND BOUNDS AS FOLLOWS WITH ALL BEARINGS BEING REFERENCED TO AMERICAN DATUM 1983, TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE

COMBINED SCALE FACTOR OF 1/6000330

BEGINNING, AT A SET 5 1/8 INCH IRON ROD WITH BPI CAP LOCATED IN THE RIGHT-OF-WAY LINE OF EISENHOWER ROAD (R.O.W. VARENS), BEING THE NORTHERLY CORNER OF THE INTERSECTION OF THE NORTHEASTLY RIGHT-OF-WAY LINE OF EISENHOWER ROAD AND THE EASTERLY RIGHT-OF-WAY LINE OF KING ARTHUR DRIVE, (R.O.W. VARENS), BEING THE SOUTHWESTERLY CORNER OF SAID TRAC II;

THENCE, NORTHWESTERLY, ALONG THE AFORESAIONED RIGHT-OF-WAY RE 36.72 FEET TO AN IRON PIN; THENCE, WESTERLY, ALONG THE SAME RIGHT-OF-WAY LINE, CENTRAL ANGLE OF 93° 28' 25", AN ARC LENGTH OF 42.82 FEET, BEARING N 48° 54' 00" W, A DISTANCE OF 38.23 FEET TO A FOUND S/ ROD LOCATED IN THE EASTERLY RIGHT-OF-WAY LINE OF KING ARTHUR DRIVE;

THENCE, N 01° 01' 01" W, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF KING ARTHUR DRIVE, A DISTANCE OF 10.00 FEET TO AN IRON PIN; THENCE, SOUTHERLY LINE OF CARMEL SUBDIVISION UNIT 3, BLOCK 5, A SUBDIVISION IN VOLUME 5350, DEED 22, THE DEED RECORDS OF DECATUR COUNTY, GEORGIA, BEING THE NORTHERLY CORNER OF SAID TRAC II.

THENCE N 89° 26' 58" E. ALONG A PORTION OF THE SOUTHERLY LINE
OF SECTION 3, BLOCK 1, BEING THE NORTHERLY LINE OF SA
A DISTANCE OF 417.90 FEET TO A FOUND 1/4 INCH IRON ROD
NORTHWESTERLY CORNER OF LOT 33, MISSION CHURCH SUBDIVISION, A SUR
RECORD IN VOLUME 9515, PAGE 50 OF SAID DEED AND PLAT RECORDS;

THENCE, LEAVING THE SOUTHERLY LINE OF SAID CAMELOT SUBDIVISION UNIT
ALONG THE COMMON BOUNDARY LINE OF SAID TRACT III AND SAID MISS
SUBDIVISION, THE FOLLOWING COURSES:

S 00°43' 29" E. A DISTANCE OF 607.43 FEET TO A FOUND 3/8 INCH
MARKING THE SOUTHWESTERLY CORNER OF SAID LOT 33;

N 82° 37' 49" E, A DISTANCE OF 138.37 FEET TO A F FOUND $\frac{1}{8}$ INCH LOCATED IN THE WESTERLY RIGHT-OF-WAY LINE OF FRATT ROAD (R.G.W. VAL THENCE, S 01° 25' 03" E, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF A DISTANCE OF 400.93 FEET TO A FOUND $\frac{1}{8}$ INCH IRON ROD WITH "X" MARKING THE NORTH-WESTERLY RIGHT-OF-WAY RETURN OF THE INTERSECT WESTERLY RIGHT-OF-WAY LINE OF FRATT ROAD AND THE NORTHERLY RIGHT-OF-WAY LINE OF EISENHAUER ROAD; THENCE, SOUTHWESTERLY, ALONG THE AFOREMENTIONED RIGHT-OF-WAY RE

ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 28 CENTRAL ANGLE OF 92° 37' 24", AN ARC LENGTH OF 42.44 FEET, AN BEARING S 40° 29' 40" W, A DISTANCE OF 37.96 FEET TO A FOUND S/ ROAD LOCATED IN THE NORTHERLY RIGHT-OF-WAY LINE OF EISENHAUER ROAD. THENCE, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF EISENHAUER FOLLOWING COURSES:

SOUTHWESTERLY, ALONG THE ARC OF A CURVE TO THE LEFT HAVING A 6600.07 FEET, A CENTRAL ANGLE OF 02° 17' 09", AN ARC LENGTH OF 263. A CHORD BEARING S 87° 29' 12" W, A DISTANCE OF 263.27 FEET TO A IRON ROD WITH BPI CAP;

S 86° 20' 43" W, A DISTANCE OF 238.66 FEET TO THE POINT OF CONTAINING AN AREA OF 11.199 ACRES (487.810 SQ. FT.) OF LAND, MORE

NOTES

- 1) THE TRACT OF LAND SHOWN HEREIN WAS NOT ABSTRACTED BY THE SURVEYOR.
- 2) BEARING SHOWN HEREON ARE BASED ON NORTH AMERICAN DATUM, 1983, TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, UTILIZING T-DOT CORPS STATIONS T-10, T-11, T-12, T-13, T-14, T-15, T-16, T-17, T-18, T-19, T-20, T-21, T-22, T-23, T-24, T-25, T-26, T-27, T-28, T-29, T-30, T-31, T-32, T-33, T-34, T-35, T-36, T-37, T-38, T-39, T-40, T-41, T-42, T-43, T-44, T-45, T-46, T-47, T-48, T-49, T-50, T-51, T-52, T-53, T-54, T-55, T-56, T-57, T-58, T-59, T-60, T-61, T-62, T-63, T-64, T-65, T-66, T-67, T-68, T-69, T-70, T-71, T-72, T-73, T-74, T-75, T-76, T-77, T-78, T-79, T-80, T-81, T-82, T-83, T-84, T-85, T-86, T-87, T-88, T-89, T-90, T-91, T-92, T-93, T-94, T-95, T-96, T-97, T-98, T-99, T-100, T-101, T-102, T-103, T-104, T-105, T-106, T-107, T-108, T-109, T-110, T-111, T-112, T-113, T-114, T-115, T-116, T-117, T-118, T-119, T-120, T-121, T-122, T-123, T-124, T-125, T-126, T-127, T-128, T-129, T-130, T-131, T-132, T-133, T-134, T-135, T-136, T-137, T-138, T-139, T-140, T-141, T-142, T-143, T-144, T-145, T-146, T-147, T-148, T-149, T-150, T-151, T-152, T-153, T-154, T-155, T-156, T-157, T-158, T-159, T-160, T-161, T-162, T-163, T-164, T-165, T-166, T-167, T-168, T-169, T-170, T-171, T-172, T-173, T-174, T-175, T-176, T-177, T-178, T-179, T-180, T-181, T-182, T-183, T-184, T-185, T-186, T-187, T-188, T-189, T-190, T-191, T-192, T-193, T-194, T-195, T-196, T-197, T-198, T-199, T-200, T-201, T-202, T-203, T-204, T-205, T-206, T-207, T-208, T-209, T-210, T-211, T-212, T-213, T-214, T-215, T-216, T-217, T-218, T-219, T-220, T-221, T-222, T-223, T-224, T-225, T-226, T-227, T-228, T-229, T-230, T-231, T-232, T-233, T-234, T-235, T-236, T-237, T-238, T-239, T-240, T-241, T-242, T-243, T-244, T-245, T-246, T-247, T-248, T-249, T-250, T-251, T-252, T-253, T-254, T-255, T-256, T-257, T-258, T-259, T-260, T-261, T-262, T-263, T-264, T-265, T-266, T-267, T-268, T-269, T-270, T-271, T-272, T-273, T-274, T-275, T-276, T-277, T-278, T-279, T-280, T-281, T-282, T-283, T-284, T-285, T-286, T-287, T-288, T-289, T-290, T-291, T-292, T-293, T-294, T-295, T-296, T-297, T-298, T-299, T-300, T-301, T-302, T-303, T-304, T-305, T-306, T-307, T-308, T-309, T-310, T-311, T-312, T-313, T-314, T-315, T-316, T-317, T-318, T-319, T-320, T-321, T-322, T-323, T-324, T-325, T-326, T-327, T-328, T-329, T-330, T-331, T-332, T-333, T-334, T-335, T-336, T-337, T-338, T-339, T-340, T-341, T-342, T-343, T-344, T-345, T-346, T-347, T-348, T-349, T-350, T-351, T-352, T-353, T-354, T-355, T-356, T-357, T-358, T-359, T-360, T-361, T-362, T-363, T-364, T-365, T-366, T-367, T-368, T-369, T-370, T-371, T-372, T-373, T-374, T-375, T-376, T-377, T-378, T-379, T-380, T-381, T-382, T-383, T-384, T-385, T-386, T-387, T-388, T-389, T-390, T-391, T-392, T-393, T-394, T-395, T-396, T-397, T-398, T-399, T-400, T-401, T-402, T-403, T-404, T-405, T-406, T-407, T-408, T-409, T-410, T-411, T-412, T-413, T-414, T-415, T-416, T-417, T-418, T-419, T-420, T-421, T-422, T-423, T-424, T-425, T-426, T-427, T-428, T-429, T-430, T-431, T-432, T-433, T-434, T-435, T-436, T-437, T-438, T-439, T-440, T-441, T-442, T-443, T-444, T-445, T-446, T-447, T-448, T-449, T-450, T-451, T-452, T-453, T-454, T-455, T-456, T-457, T-458, T-459, T-460, T-461, T-462, T-463, T-464, T-465, T-466, T-467, T-468, T-469, T-470, T-471, T-472, T-473, T-474, T-475, T-476, T-477, T-478, T-479, T-480, T-481, T-482, T-483, T-484, T-485, T-486, T-487, T-488, T-489, T-490, T-491, T-492, T-493, T-494, T-495, T-496, T-497, T-498, T-499, T-500, T-501, T-502, T-503, T-504, T-505, T-506, T-507, T-508, T-509, T-510, T-511, T-512, T-513, T-514, T-515, T-516, T-517, T-518, T-519, T-520, T-521, T-522, T-523, T-524, T-525, T-526, T-527, T-528, T-529, T-530, T-531, T-532, T-533, T-534, T-535, T-536, T-537, T-538, T-539, T-540, T-541, T-542, T-543, T-544, T-545, T-546, T-547, T-548, T-549, T-550, T-551, T-552, T-553, T-554, T-555, T-556, T-557, T-558, T-559, T-560, T-561, T-562, T-563, T-564, T-565, T-566, T-567, T-568, T-569, T-570, T-571, T-572, T-573, T-574, T-575, T-576, T-577, T-578, T-579, T-580, T-581, T-582, T-583, T-584, T-585, T-586, T-587, T-588, T-589, T-590, T-591, T-592, T-593, T-594, T-595, T-596, T-597, T-598, T-599, T-600, T-601, T-602, T-603, T-604, T-605, T-606, T-607, T-608, T-609, T-610, T-611, T-612, T-613, T-614, T-615, T-616, T-617, T-618, T-619, T-620, T-621, T-622, T-623, T-624, T-625, T-626, T-627, T-628, T-629, T-630, T-631, T-632, T-633, T-634, T-635, T-636, T-637, T-638, T-639, T-640, T-641, T-642, T-643, T-644, T-645, T-646, T-647, T-648, T-649, T-650, T-651, T-652, T-653, T-654, T-655, T-656, T-657, T-658, T-659, T-660, T-661, T-662, T-663, T-664, T-665, T-666, T-667, T-668, T-669, T-670, T-671, T-672, T-673, T-674, T-675, T-676, T-677, T-678, T-679, T-680, T-681, T-682, T-683, T-684, T-685, T-686, T-687, T-688, T-689, T-690, T-691, T-692, T-693, T-694

N 89° 37' 14" E, A DISTANCE OF 990.21 FEET TO A FOUND ½ INCH IRON ROD;
NORTHEASTERLY, ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 487.84 FEET, A CENTRAL ANGLE OF 22° 10' 45", AN ARC LENGTH OF 108.84 FEET AND
A CHORD BEARING N 78° 28' 39" E, A DISTANCE OF 187.67 FEET TO A SET ½ INCH

IRON ROD WITH SPI CAP;
N 67° 19' 55" E, A DISTANCE OF 72.77 FEET TO A FOUND 1/2 INCH IRON ROD MARKING THE NORTHWESTERLY CORNER OF CAMELOT SUBDIVISION UNIT 13, A SUBDIVISION OF RECORD IN VOLUME 6100, PAGE 49 OF SAID DEED AND PLAT RECORDS, BEING THE NORTH-EASTERLY CORNER OF SAID TRACT V AND HEREOF;
THENCE, ALONG THE COMMON BOUNDARY LINE OF SAID CAMELOT SUBDIVISION UNIT 13 AND SAID TRACT V, THE FOLLOWING COURSES:
S 22° 44' 31" E, A DISTANCE OF 239.52 FEET TO A FOUND 1/2 INCH IRON ROD;

N 89° 34' 01" E, A DISTANCE OF 247.63 FEET TO A FOUND 1/2 INCH IRON ROD LOCATED IN THE WESTERLY RIGHT-OF-WAY LINE OF MIDCROWN DRIVE (60' R.O.W.);

SOUTHWESTERLY, ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 560.00 FEET, A CENTRAL ANGLE OF 09° 54' 25", AN ARC LENGTH OF 110.60 FEET AND A CHORD BEARING S 31° 41' 31" W, A DISTANCE OF 110.52 FEET TO A FOUND $\frac{1}{8}$ IN. IRON ROD;

SOUTHWESTERLY, ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 700.00 FEET, A CENTRAL ANGLE OF 37° 07' 08", AN ARC LENGTH OF 453.49 FEET AND A CHORD BEARING S 17° 57' 45" W, A DISTANCE OF 445.60 FEET TO A FOUND PK N4 WITH SHINER;

THENCE, SOUTHWESTERLY, ALONG THE AFORESAIDED RIGHT-OF-WAY RETURN, BEING
ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET,
CENTRAL ANGLE OF CURVE 100.00 DEGREES, CHORD LENGTH OF 39.54 FEET AND A CHORD
BEARING S 43° 52' 19" N, A DISTANCE OF 35.54 FEET TO A FOUND 1/2 INCH IRON ROD
LOCATED IN THE NORTHERLY RIGHT-OF-WAY LINE OF EISENHOWER ROAD;

THENCE, S 89° 20' 32" W. ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF EISENHAUER ROAD, BEING THE SOUTHERLY LINE OF SAID TRACT V AND HEREOF, A DISTANCE OF 1144.67 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 21.825 ACRES (950,711 SQ. FT.) OF LAND, MORE OR LESS.

FIELDNOTE DESCRIPTION - TRACT 4

A 16.266 ACRE TRACT OF LAND SITUATED IN THE CITY OF WINDCREST, BEXAR COUNTY, TEXAS, BEING THAT SAME TRACT OF LAND CALLED TRACT IV, CONVEYED TO THE CITY OF WINDCREST, TEXAS/CITY OF WINDCREST ECONOMIC DEVELOPMENT CORPORATION BY DEED OF RECORD IN VOLUME 13317, PAGE 1085 OF THE REAL PROPERTY RECORDS OF BEXAR COUNTY, TEXAS; SAID 16.266 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED METES AND BOUNDS AS FOLLOWS WITH ALL BEARINGS BEING REFERENCED TO THE NAD 83 AMERICAN DATUM 1983, TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, USING

COMBINED SCALE FACTOR OF 1:1000/300

BEINGING, AT A FOUND 9' INCH IRON ROD WITH "DOUCET" CAP LOCATED IN NORTH-EASTLY RIGHT-OF-WAY LINE OF EISENHAUER ROAD (R.O.W. VARESS). BEINGING, AT THE INTERSECTION OF THE NORTH-EASTLY RIGHT-OF-WAY LINE OF EISENHAUER ROAD AND THE EAST-EASTLY RIGHT-OF-WAY LINE OF FRATT ROAD (R.O.W. VARESS). BEING THE SOUTHWESTERLY CORNER OF SAID TRACT 40.

THENCE, NORTHWESTLY, ALONG THE AFORESAIONMENTED RIGHT-OF-WAY RETURN, BEING THE NORTH-EASTLY RIGHT-OF-WAY LINE OF FRATT ROAD, TO THE POINT OF BEGINNING, AN ARCH LENGTH OF 41.80 FEET AND A CHORD BEING 46' 16" 49", A DISTANCE OF 37.52 FEET TO A FOUND 1/2" IRON ROD IN SPINNER LOCATED IN THE EAST-EASTLY RIGHT-OF-WAY LINE OF FRATT ROAD,

THENCE, IN 0°07'36" W, ALONG THE EAST-EASTLY RIGHT-OF-WAY LINE OF FRATT ROAD, TO THE POINT OF BEGINNING, AN ARCH LENGTH OF 41.80 FEET AND A CHORD BEING 46' 16" 49", A DISTANCE OF 37.52 FEET TO A FOUND 1/2" IRON ROD IN SPINNER LOCATED IN THE EAST-EASTLY RIGHT-OF-WAY LINE OF FRATT ROAD,

THENCE, IN 45° 16' 30" E, ALONG THE AFORESAIONMENTED SOUTHEAST-EASTLY RIGHT-OF-WAY LINE OF FRATT ROAD, TO THE POINT OF BEGINNING, AN ARCH LENGTH OF 41.80 FEET AND A CHORD BEING 46' 16" 49", A DISTANCE OF 37.52 FEET TO A FOUND 1/2" IRON ROD IN SPINNER LOCATED IN THE EAST-EASTLY RIGHT-OF-WAY LINE OF FRATT ROAD,

THENCE, N 85° 28' 07" E, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF EXCALIBUR ROAD A DISTANCE OF 1222.5 FEET TO A FOUND 1/2 INCH IRON ROD LOCATED AT THE SOUTHWESTERLY RIGHT-OF-WAY RETURN OF THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF EXCALIBUR ROAD AND THE WESTERLY RIGHT-OF-WAY LINE OF RAY BON DRIVE (60' R.O.W.);

BEARING S 45° 13' 29" E, A DISTANCE OF 21.17 FEET TO A 1" FOUNG 1/4" INCH IRON
 LEARED IN THE WESTERLY RIGHT-OF-WAY LINE OF RAY BON DRIVE;
 THENCE, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF RAY BON DRIVE, THE FOLLOWING
 COURSES:
 S 00° 39' 42" E, A DISTANCE OF 9.91 FEET TO A SET 1/4" INCH IRON ROD WITH B.P. C;
 SOUTHEASTERLY, ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS
 430.00 FEET, A CENTRAL ANGLE OF 39° 56' 32", AN ARC LENGTH OF 299.76 FEET
 A CHORD BEARING S 20° 31' 25" E, A DISTANCE OF 293.73 FEET TO A FOUNG 1/4" INCH

SOUTHEASTERLY, ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 3700 FEET, A CENTRAL ANGLE OF $35^{\circ} 41' 00''$, AN ARC LENGTH OF 230.44 FEET, A CHORD BEARING $S 22^{\circ} 38' 13'' E$, A DISTANCE OF 228.74 FEET TO A FOUND IRON ROD WITH "DOUGLASS" CAP AT THE NORTHWESTERLY RIGHT-OF-WAY RETURN OF INTERSECTION OF THE WESTERN RIGHT-OF-WAY LINE OF RAYBON DRIVE AND THE WESTERN RIGHT-OF-WAY LINE OF SEENHAUER ROAD.

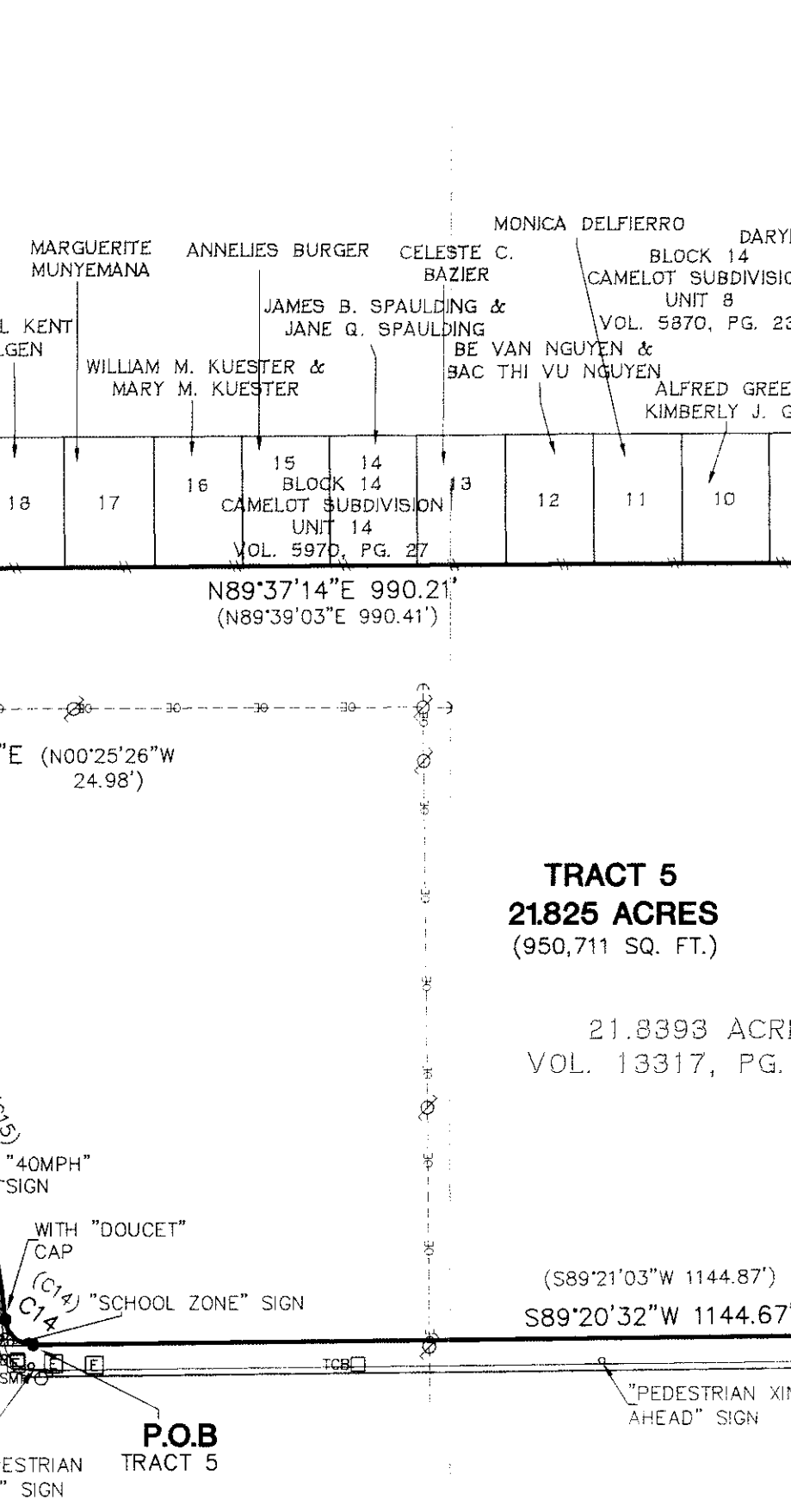
THENCE, SOUTHEASTERLY, ALONG THE AFORESAIDMENTIONED RIGHT-OF-WAY RETURN, BEYOND THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF $94^{\circ} 00' 53''$, AN ARC LENGTH OF 41.02 FEET, AND A CHORD BEARING $S 89^{\circ} 00' 00'' E$, A DISTANCE OF 41.02 FEET TO A HIGH IRON ROD WITH SPINNER LOGGED IN THE NORTHERLY RIGHT-OF-WAY LINE OF SEENHAUER ROAD.

TITLE POLICY NOTE

THIS SURVEY WAS PREPARED IN CONJUNCTION WITH THE FIDELITY NATIONAL TITLE INSURANCE COMPANY TITLE POLICY FILE NO. 07-195514, DATED JANUARY 23, 2008 AND IS SUBJECT ONLY TO THE STATE OF FACTS CONTAINED THEREIN, AND RELISTED BELOW:

SCHEDULE "B"

- RESTRICTIVE COVENANTS:
- 25) DRAINAGE: 26' DEED 231, REAL PROPERTY RECORDS - SUBJECT TO
- 26) BUILDING SETBACK LINE, 25 FEET WIDE, ALONG THE FRONT LINE OF LOT 40, AND 25 FEET WIDE, ALONG THE REAR LINE OF LOT 40, AS SHOWN ON PLAT RECORDED IN VOLUME 9525, PAGE 170, DEED AND PLAT RECORDS OF BEAR COUNTRY, TEXAS - SUBJECT TO, AS SHOWN
- 27) GAS, ELECTRIC, TELEPHONE, CABLE TV AND SANITARY SEWERAGE, 15 FEET WIDE, ALONG THE H-35 PROPERTY LINE OF LOT 40, AS SHOWN ON PLAT RECORDED IN VOLUME 9525, PAGE 170, DEED AND PLAT RECORDS OF BEAR COUNTRY, TEXAS - SUBJECT TO, AS SHOWN
- 28) GAS, ELECTRIC, TELEPHONE, AND CABLE 15' EASEMENT, 14 FEET WIDE, ALONG THE H-35 PROPERTY LINE OF LOT 40, AS SHOWN ON PLAT RECORDED IN VOLUME 9525, PAGE 170, DEED AND PLAT RECORDS OF BEAR COUNTRY, TEXAS - SUBJECT TO, AS SHOWN
- 29) TERMS, PROVISIONS AND CONDITIONS OF DEED/PROCEEDINGS AGREEMENT RECORDED IN VOLUME 7887, BEAR COUNTRY REAL PROPERTY RECORDS, AS MODIFIED BY INSTRUMENT RECORDED IN VOLUME 7262, PAGE 226, BEAR COUNTRY REAL PROPERTY RECORDS - SUBJECT TO, AS SHOWN
- 30) TERMS, PROVISIONS AND CONDITIONS OF LAND USE AGREEMENT INCLUDING FENCE MAINTENANCE & LANDSCAPE BUFFER ZONE, RECORDED IN VOLUME 7282, PAGE 202, BEAR COUNTRY REAL PROPERTY RECORDS - SUBJECT TO, AS SHOWN
- 31) SEWER EASEMENT, 15 FEET WIDE, GRANTED TO CITY OF SAN ANTONIO, AS PROVIDED BY INSTRUMENT RECORDED IN VOLUME 8697, PAGE 2051, BEAR COUNTRY REAL PROPERTY RECORDS - SUBJECT TO, AS SHOWN
- 32) TERMS, PROVISIONS AND CONDITIONS OF AGREEMENT TO OPPOSE ROAD CLOSURE, AS PROVIDED BY INSTRUMENT RECORDED IN VOLUME 5661, PAGE 1942, BEAR COUNTRY REAL PROPERTY RECORDS - DOES NOT APPLY
- 33) TERMS, PROVISIONS AND CONDITIONS OF NON-BARRIER AGREEMENT RECORDED IN VOLUME 5187, BEAR COUNTRY REAL PROPERTY RECORDS - SUBJECT TO, AS SHOWN
- 34) DRAINAGE EASEMENT, 40 FEET WIDE, RECORDED IN VOLUME 4474, PAGE 330, BEAR COUNTRY REAL PROPERTY RECORDS, AS MODIFIED BY RELOCATION INSTRUMENT RECORDED IN VOLUME 6598, PAGE 1530, BEAR COUNTRY REAL PROPERTY RECORDS - SUBJECT TO, AS SHOWN
- 35) EASEMENT GRANTED TO CUMAL POWER PLANT, SERVICE COMPANY, AS PROVIDED BY INSTRUMENT RECORDED IN VOLUME 1717, PAGES 521-523, BEAR COUNTRY, DEED RECORDS - SUBJECT TO, AS SHOWN
- 36) UTILITY EASEMENT, 16 FEET WIDE, GRANTED TO HOW DEVELOPMENT, INC., AS PROVIDED BY INSTRUMENT RECORDED IN VOLUME 7447, PAGE 343, BEAR COUNTRY RECORDS, AND AS SHOWN ON PLAT RECORDED IN VOLUME 5300, PAGE 22, DEED AND PLAT RECORDS OF BEAR COUNTRY, TEXAS - SUBJECT TO, AS SHOWN
- 37) ELECTRIC EASEMENT GRANTED TO CITY OF SAN ANTONIO, AS PROVIDED BY INSTRUMENT RECORDED IN VOLUME 5187, PAGE 688, BEAR COUNTRY, DEED RECORDS SUBJECT TO, AS SHOWN
- 38) EASEMENT GRANTED TO CUMAL POWER COMPANY, AS PROVIDED BY INSTRUMENT RECORDED IN VOLUME 1717, PAGES 521-523, BEAR COUNTRY, DEED RECORDS, AS SHOWN, NO EASEMENT WITH DEEMED BY DOCUMENT, LOCATED BY THE SAN ANTONIO APPRAISAL DISTRICT
- 39) DRAINAGE AND RIGHT OF WAY EASEMENT, 58 FEET WIDE, AS SHOWN ON PLAT RECORDED IN VOLUME 9520, PAGE 94, DEED AND PLAT RECORDS OF BEAR COUNTRY, TEXAS - SUBJECT TO, AS SHOWN
- 40) DRAINAGE EASEMENT, 30 FEET BY 300 FEET, AS SHOWN ON PLAT RECORDED IN VOLUME 5300, PAGE 22, DEED AND PLAT RECORDS OF BEAR COUNTRY, TEXAS - SUBJECT TO, AS SHOWN
- 41) DRAINAGE EASEMENT, 50 FEET BY 100 FEET, AS PROVIDED BY CONDEMNATION INSTRUMENT RECORDED IN VOLUME 1874, RECORDED IN VOLUME 7447, PAGE 343, BEAR COUNTRY DEED RECORDS - SUBJECT TO, AS SHOWN
- 42) BUILDING LEASES REFERRED TO BY MEMORANDUM OF OPTION EXECUTED BY BEAR COUNTRY REAL PROPERTY RECORDS, RECORDED IN VOLUME 7244, PAGE 1651, BEAR COUNTRY REAL PROPERTY RECORDS - SUBJECT TO, AS SHOWN, LOCATED BY THE APPRAISAL DISTRICT
- 43) NO BUILD EASEMENT, 10 FEET WIDE, ALONG NORTH LINE OF TRACT, AS SHOWN ON PLAT RECORDED IN VOLUME 5300, PAGE 22, DEED AND PLAT RECORDS OF BEAR COUNTRY, TEXAS - SUBJECT TO, AS SHOWN



LEGAL DESCRIPTION - TRACT 1

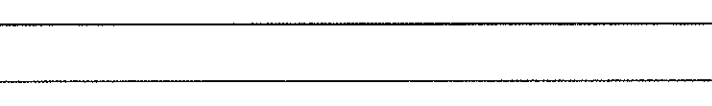
LOT 40, WINDSOR PARK SOUTH SUBDIVISION
UNIT 1, A SUBDIVISION OF RECORD IN VOLUME
9525, PAGE 170 OF THE DEED AND PLAT
RECORDS OF BEXAR COUNTY, TEXAS

SURVEYORS CERTIFICATE

TO: THE CITY OF WINDCREST, TEXAS/THE CITY OF
WINDCREST ECONOMIC DEVELOPMENT; SLF IV - EISENHAUER
POINT, L.P.; CAPITAL ONE, N.A.; AND FIDELITY NATIONAL
TITLE INSURANCE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1-4,6(a),8,9,11(a),12,13 AND 14 OF TABLE "A" THEREOF. THE FIELD WORK WAS COMPLETED ON 08/09/11.

HAL B. LANE III DATE 4/24/11
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4690
BURY & PARTNERS, INC.
922 ISOM ROAD, SUITE 100
SAN ANTONIO, TEXAS 78216-4184





WINDCREST

TEXAS

ORDINANCE NO. 2014-713 (O)

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF WINDCREST, TEXAS BY CHANGING THE ZONING DISTRICT CLASSIFICATION OF CERTAIN PROPERTY NEAR THE IH 35/EISENHAUER INTERSECTION.

WHEREAS, on January 6, 2014 the City of Windcrest ("City") City Council amended the City of Windcrest Code of Ordinances Chapter 23 to include the "B-3" Business District zoning category, as further described in Code of Ordinances Subchapter 23.1400; and

WHEREAS, City Code of Ordinances Subchapter 23.1400 permits "'CC'" uses within the "B-3" Business District if the City Council zones the property accordingly and grants specific approval for a proposed "CC" use as provided in Section 23.1401(a) 3 of the Code of Ordinances; and

WHEREAS, the City Council revised City Code of Ordinances Section 21.1401(d) to limit "CC" uses to no more than 65% of the gross area of a "B-3" zoned tract of 40 acres or greater; and

WHEREAS, Section 23.1409 of the Code of Ordinances requires the owner of property zoned B-3 to obtain approval by the City of property to be set aside for use as open space, public/civic space or buildings, green space, community playgrounds and/or recreation areas; and

WHEREAS, in accordance with City Code of Ordinances Section 23.1800, the owner of 110.30 acres located within the boundaries of the City of Windcrest, described in the attached Exhibit "A", applied to the City for a change of zoning from "B-2" Business District to "B-3" Business District, with certain portions of the property to be available for "CC" uses; and

WHEREAS, public hearings were held after notice and publication regarding the requested amendment to the Official Zoning Map and zoning classification at which time parties in interest and citizens were given an opportunity to be heard; and

WHEREAS, the Planning and Zoning Commission, after a public meeting was held by it on July 28, 2014, recommended the Official Zoning Map of the City of Windcrest be amended by the City Council so that 58.62 acres out of the 110.30 acres be rezoned to "B-3" Business

District with "CC" uses to be determined in the future by specific City Council approval as provided in Section 23.1401(a) 3 of the Code of Ordinances; and

WHEREAS, the Planning and Zoning Commission, after a public meeting was held by it on August 4, 2014, recommended the Official Zoning Map of the City of Windcrest be amended by the City Council so that the whole 110.30 acres be rezoned to "B-3" Business District, with "CC" uses within such "B-3" Business District to be determined in the future by specific City Council approval as provided in Section 23.1401(a) 3 of the Code of Ordinances; and

WHEREAS, on August 18, 2014 the City Council after consideration of the above mentioned Planning and Zoning Commission recommendations and public input, voted on the first reading to accept the recommendations of the Planning and Zoning Commission to approve the rezoning of the entire 110.30 acre tract of land from "B-2" to "B-3" Business District, and to authorize "CC" use for manufacturing and ancillary activities for a 21.825 acre tract of land designated as Tract 5 in the attached Exhibit "B" and a 16.266 acre tract of land designated as Tract 4 in the attached Exhibit "C" as provided in Section 23.1401(a) 3 of the Code of Ordinances; and

WHEREAS, certain additional stipulations agreed upon by the owner of the 110.30 acre tract and the City of Windcrest shall apply throughout the entire 110.30 acre tract of land.

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

SECTION 1. The Official Zoning Map of the City of Windcrest is amended by changing the zoning district boundary of the entire 110.30 acre tract of land ("Property") from "B-2" Business District to "B-3" Business District. The 110.30 acre tract of land is described in Exhibit "A" attached hereto and made a part hereof.

SECTION 2. The land in the attached Exhibits "B" and "C" are granted "CC" use authorization for manufacturing, including specifically but not limited to, the fabrication, assembly, servicing, warehousing, display and distribution of the goods, materials and products for which the manufacturing is authorized, as provided in Section 23.1401(a) 3 of the Code of Ordinances. Any display of the manufactured goods, materials and products authorized herein shall be inside or screened from public view and shall be for goods, materials and products manufactured on the property and not prohibited by the codes and ordinances of the City. For the purpose of this ordinance and the rights granted hereunder, *"manufacturing" shall be a light industrial business where all processing, fabricating, assembly, or disassembly of items takes places wholly within an enclosed building. Typical items for processing, fabricating, assembly, or disassembly include but are not limited to apparel, home accessories, lighting fixtures, drapes, clothing accessories, bedspreads, decorations, artificial plants, jewelry, instruments, computers, and electronic devices.*

SECTION 3. The land in the attached Exhibits "B" and "C" are granted "CC" use authorization for warehousing within an enclosed structure, as provided in Section 23.1401(a) 3 of the Code of Ordinances. For the purpose of this ordinance and the rights granted hereunder, *"warehousing" shall be the storage of goods or materials fully enclosed within a warehouse or other building,*

where such goods and materials may be combined, broken down or aggregated for trans-shipment or storage purposes, provided that the goods or materials stored will not increase the level of public safety services needed to support the warehousing use as compared with other permitted B-3 uses. The storage of hazardous or noxious materials is strictly prohibited.

SECTION 4. The following uses shall be prohibited on the Property: multi-family structures and uses, sexually-oriented businesses, pawn shops and pay day loan lenders. The City shall have the authority to enforce this prohibition by injunctive or other appropriate relief. This list of prohibited uses is intended to supplement and be in addition to any uses not permitted under City Code of Ordinances Section 23.1401(a). Mixed use development in which multi-family structures are included, may be permitted if specifically approved by resolution of the City Council.

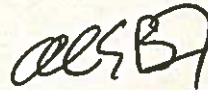
SECTION 5. In the event the owner of the Property applies to gain "CC" approval of other authorized "CC" uses in the Property, such application shall be directed to the City Council, which will hold a public hearing on the application, and if granted, such approval shall be by resolution of the City Council.

SECTION 6. City zoning records and maps shall be changed in accordance with this Ordinance and the same shall be available and open to the public for inspection.

SECTION 7. This Ordinance shall be effective immediately.

PASSED AND APPROVED, on the 25th day of August, 2014 at the first reading and August 25, 2014 at the second reading of regular meetings of the City Council of the City of Windcrest, Texas which meetings were held in compliance with the Open Meetings Act, Tex. Gov't Code, §551.001, et.seq. at which meetings a quorum was present and voting.

CITY OF WINDCREST, TEXAS



ALAN BAXTER, MAYOR

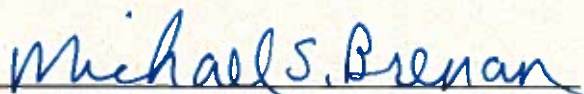
ATTEST:



KELLY RODRIGUEZ, CITY SECRETARY



APPROVED AS TO FORM:



MICHAEL S. BRENNAN, CITY ATTORNEY

BURY

25.69 ACRES
(1,119,185 Sq. Ft.)
112471-50002.dwg

FN NO. 112471-50002-1
October 08, 2015
JOB NO. 112471-50002.97

FIELD NOTE DESCRIPTION For Rezoning

A 25.69 Acre tract of land situated in the City of Windcrest, Bexar County, Texas, and being out of and a portion of that certain called 61.00 acre tract of land, known as Tract II, as conveyed to SLF IV-Eisenhower Point, L.P. by Deed of Trust dated January 03, 2012 and recorded January 03, 2012 in Volume 15296, Page 1379 of the Official Public Records of Real Property, Bexar County, Texas; said 25.69 acre tract being more particularly described by metes and bounds as follows with all bearings being referenced to the North American Datum 1983, Texas Coordinate System, South Central Zone:

Beginning, at a found 1/2-inch iron rod, having a Grid coordinate of N = 13,728,631.31, E = 2,161,017.74 for the Westerly North curve return at the Northwest corner of King Arthur Drive and Eisenhower Road; said point being the Southeast corner of said 61.00 acre tract;

Thence, along the arc of a curve to the right, having a chord of S 42° 54' 22" W, 36.59 feet, a radius of 26.25 feet and a central angle of 88° 21' 38", a distance of 40.48 feet, to a found 60D nail for a point of compound curvature on the North right-of-way line of Eisenhower Road (variable width right-of-way);

Thence, along the South line of said 61.00 acre tract and the North right-of-way line of Eisenhower Road, as follows:

- Along the arc of a curve to the right, having a chord of S 87° 55' 09" E, 177.05 feet, a radius of 6788.45 feet and a central angle of 01° 29' 40", a distance of 177.06 feet, to a found 1/2-inch iron rod for a point of tangency;
- N 89° 26' 20" W, 440.56 feet, to a point for the Southwest corner of the herein described tract of land;

Thence, N 00° 28' 47" W, 1342.70 feet, to a point for the Northwest corner of the herein described tract of land;

Thence, N 89° 31' 13" E, 678.17 feet, to a point on the West line of Lot 2, Block 8, Camelot Subdivision, Unit 3, for the most Northerly Northeast corner of the herein described tract of land;

Thence, S 00° 29' 22" E, 297.88 feet, to a found 1/2-inch iron rod with BPI cap for an interior corner of this tract and also being the Southwest corner of Lot 1, Block 8, Camelot Subdivision, Unit 3;

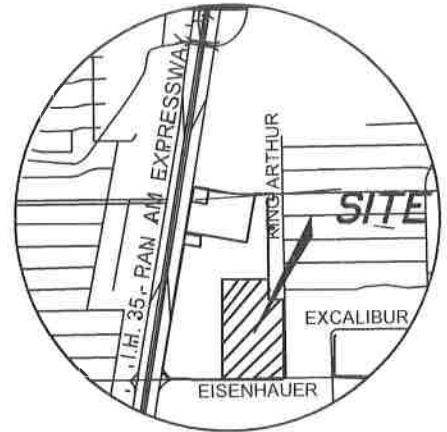
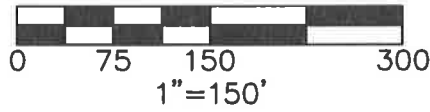
Thence, N 89° 28' 42" E, 195.02 feet, along the South line of said Lot 1, to a found 1/2-inch iron rod on the West right-of-way line of King Arthur Drive (R.O.W. varies) for corner; said point also being the Southeast corner of said Camelot Subdivision Unit 3;

Thence, S 00° 28' 34" E, 1022.12 feet, along the West right-of-way line of King Arthur Drive and the East line of said 61.00 acre tract, to the **Point of Beginning**, containing 25.69 acres (1,119,185 square feet) of land, more or less.

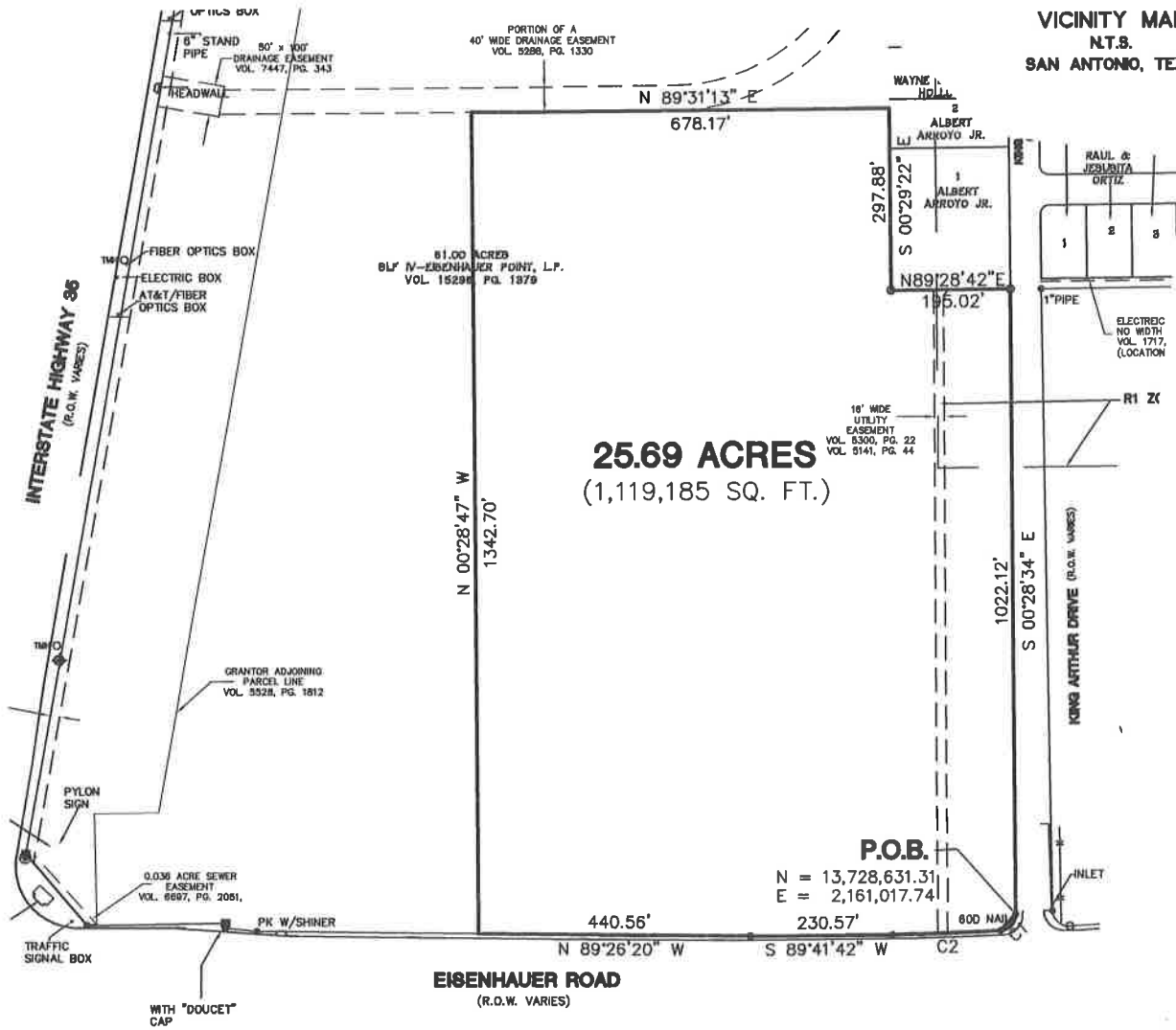
"This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

 10/08/15
HAL B. LANE III
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NUMBER 4690
BURY+PARTNERS, INC.
922 ISOM ROAD, SUITE 100
SAN ANTONIO, TEXAS 78216
210/525-9090





VICINITY MAP
N.T.S.
SAN ANTONIO, TEXAS



CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD
C1	88°21'38"	26.25'	40.48'	S42°54'22"E	36.59'
C2	1°29'40"	6788.45'	177.06'	S87°55'09"E	177.05'

BURY

221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel. (512) 328-0011 Fax (512) 328-0325
TBPE # F-1048 TBPLS # F-10107501
Copyright © 2015

RE-ZONING
EXHIBIT

SLF IV EISENHAUER POINT, L.P.

SHEET 3 OF 3

DATE: October 8, 2015

SCALE 1" = 300'

DRAWN BY HBL

FILE:H:103662-50006_ZONING EXHIBIT

PROJECT No. R0112471-50002 97

LAND USE SUMMARY			
Tract	CC Use	Non-CC Use	Total
2	25.69	35.31	61.0
3	0	11.2	11.2
4	16.3	0	16.3
5	21.8	0	21.8
Totals	63.79	46.51	110.3
%	57.83%	42.17%	100%

LEGEND

CC USES

NON - CC USES



SCANNED

Foreclosure Sale Deed

Date: January 3, 2012Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing ("**Deed of Trust**")

Date: January 23, 2008

Grantor: City of Windcrest/City of Windcrest Economic Development Corporation

Original Beneficiary: Windcrest Revitalization Partners II, LLC

Current Beneficiary: SLF IV – Eisenhower Point, L.P.

Original Trustee: Michael Baucum or Kay Elsasser

Substitute Trustee: J. Cary Barton

Recording Information: Document No. 20080014627 in Book 13317, Page 1269,
Real Property Records of Bexar County, TexasProperty: Those five (5) certain tracts of land located in the City of Windcrest, Bexar County, Texas described in Exhibit A attached hereto and incorporated herein by reference as a part hereof for all purposes, together with all improvements, fixtures, and appurtenances thereto.Real Estate Lien Note Secured by Deed of Trust ("**Note**")

Date: January 23, 2008

Maker: City of Windcrest/City of Windcrest Economic Development Corporation

Original Principal Amount: \$17,179,045.03

Original Payee: Windcrest Revitalization Partners II, LLC

Current Holder: SLF IV – Eisenhower Point, L.P.

Date of Sale of Property (first Tuesday of month): January 3, 2012

Time Sale of Property Began: 11:45 a.m.

Place of Sale of Property: South end of Bexar County Courthouse, 100 Dolorosa, San Antonio, Bexar County, Texas 78205

Buyer: SLF IV – Eisenhauer Point, L.P.

Buyer's Mailing Address: 5949 Sherry Lane
Sterling Plaza, Suite 1750
Dallas, Texas 75225

Amount of Sale: \$6,200,000.00

By Deed of Trust, Grantor conveyed to Michael Baucum or Kay Elsasser, as Trustee, certain property for the purpose of securing and enforcing payment of the indebtedness and obligations therein described (collectively, the "**Obligations**"), including but not limited to the Note, all renewals and extensions of the Note and any and all present and future indebtedness of Grantor to Beneficiary.

J. Cary Barton was appointed by an Appointment of Substitute Trustee executed by Current Beneficiary, dated December 12, 2011, and recorded as Document No. 20110219439, in Book 15260, Page 1779, of the Real Property Records of Bexar County, Texas.

Default has occurred and is continuing in the payment of the Obligations. Current Beneficiary, the current Holder of the Obligations and the current Beneficiary of the Deed of Trust, requested the Substitute Trustee to enforce the trust of the Deed of Trust.

Pursuant to the requirements of the Deed of Trust and the laws of the state of Texas, written notice of the time, place, date, and terms of the public foreclosure sale of the Property (the "**Sale Notice**") was posted at the courthouse door of Bexar County, Texas, the county in which the Property is situated, and a copy of the Sale Notice was also filed with the county clerk of Bexar County, Texas, each such Sale Notice having been posted and filed for at least twenty-one days preceding the date of the foreclosure sale.

Additionally, Sale Notice was served on behalf of the Current Beneficiary by personal delivery on each debtor who, according to the records of the Current Beneficiary, is obligated to pay any of the Obligations. Personal delivery of such Sale Notices was timely effected by commercial courier delivery to each debtor at the debtor's last known address as shown by the records of the Current Beneficiary at least twenty-one days preceding the date of the foreclosure sale.

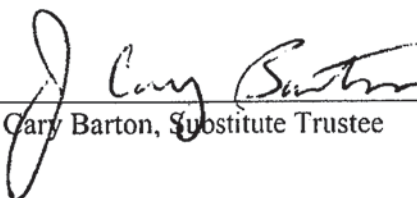
On even date herewith, I, as Substitute Trustee, offered the Property for sale and sold the Property to Buyer in accordance with the Deed of Trust and the laws of the State of Texas and the Sale Notice.

In consideration of the premises and of the bid and payment by way of credit against the unpaid balance owed on the Obligations in the amount of \$6,200,000.00, the highest bid by Buyer, I, as Substitute Trustee, by virtue of the authority conferred on me in the Deed of Trust, have granted, sold, and conveyed all of the Property to Buyer and Buyer's successors and assigns, to have and to hold the Property, together with the rights, privileges, and appurtenances thereto belonging, unto Buyer and Buyer's successors and assigns forever.

I, as the Substitute Trustee, do hereby bind Grantor and Grantor's successors and assigns to warrant and forever defend the Property to Buyer and Buyer's heirs and assigns forever, against the claim or claims of all persons claiming the same or any part thereof, subject to the Permitted Encumbrances and other exceptions set forth in the Deed of Trust, to the extent, if any, that such exceptions are valid and in existence.

No warranty or representation exists as to the condition of the Property. Substitute Trustee is selling the Property described above on an "as is" and "where is" basis and disclaims any implied or express warranties with respect to such Property.

Executed on January 3, 2012.


J. Cary Barton, Substitute Trustee

STATE OF TEXAS)

COUNTY OF BEXAR)

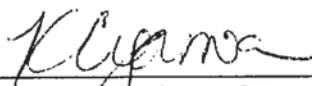
BEFORE ME, the undersigned authority, on this day personally appeared J. Cary Barton, as Substitute Trustee, known to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 3rd day of January, 2012.

SUBSCRIBED AND SWORN TO before me on January 3, 2012, by J. Cary Barton.

[SEAL]




Notary Public, State of Texas

Kacy Cigarroa
(Name - Typed or Printed)

December 1, 2014
(Date Commission Expires)

EXHIBIT A
TO
FORECLOSURE SALE DEED

EXHIBIT A

Description of Land

- TRACT I:** Lot 40, New City Block 12190, WINDSOR PARK SOUTH SUBDIVISION, UNIT 1, in the City of San Antonio, Bexar County, Texas, according to the plat thereof recorded in Volume 9525, Page 170, Deed and Plat Records of Bexar County, Texas.
- TRACT II:** A 61.0008 acre tract out of the Gertrude Rodriguez Survey No. 132, Abstract 610, New City Block 12190, in the City of San Antonio, Bexar County, Texas, and being a portion of the 62.411 acre Niemann Tract described in Volume 6697, Pages 538, 542, 546 and 550, of the Deed Records of Bexar County, Texas, and being a portion of the 10.74 acre Niemann Tract described in Volume 8017, Page 508, Bexar County Deed Records and being a portion of the 0.995 acre Niemann Tract described in Volume 5555, Page 586 of the Official Public Records of Real Property of Bexar County, Texas, and being all of the 0.881 acre Niemann tract described in Volume 5555, Page 578, Official Public Records of Real Property of Bexar County, Texas; said 61.0008 acre tract being more particularly described in Exhibit "A-1", attached hereto and made a part hereof.
- TRACT III:** A 11.1862 acre tract, being out of the Gertrude Rodriguez Survey No. 132, Abstract 610, New City Block 12190, in the City of San Antonio, Bexar County, Texas, and being a portion of the 12.3 Niemann tract described in Volume 8017, Page 508, of the Deed Records of Bexar County, Texas, and being a portion of the Niemann and Witting tract described in Volume 6039, Page 545, Official Public Records of Real Property of Bexar County, Texas; said 11.1862 acre tract being more particularly described in Exhibit "A-2", attached hereto and made a part hereof.
- TRACT IV:** A 16.2708 acre tract, being out of the Gertrude Rodriguez Survey No. 132, Abstract 610, New City Block 15821, in the City of San Antonio, Bexar County, Texas, being out of the 16.285 acre tract conveyed to James C. Niemann, Trustee for the NFP Partnership in Volume 6290, Page 1126, of the Official Public Records of Real Property, Bexar County, Texas; said 16.2708 acre tract being more particularly described in Exhibit "A-3" attached hereto and made a part hereof.

TRACT V: A 21.8393 acre tract, being out of the Gertrude Rodriguez Survey No. 132, Abstract 610, New City Block 15783, in the City of San Antonio, Bexar County, Texas, being the same tract conveyed to NFP Partnership in Volume 6060, Page 12, of the Official Public Records of Real Property, Bexar County, Texas; said 21.8393 acre tract being more particularly described in Exhibit "A-4", attached hereto and made a part hereof.

EXHIBIT A-1

PROPERTY DESCRIPTION

TRACT II METES AND BOUNDS DESCRIPTION

DESCRIPTION OF A TRACT OF LAND CONTAINING 61.0008 ACRES (2,657,197 SQUARE FEET), OUT OF THE GERTRUDE RODRIGUEZ SURVEY NO. 132, ABSTRACT 610, IN BEXAR COUNTY, TEXAS, AND BEING A PORTION OF THE 62.411 ACRE NIEMANN TRACT DESCRIBED IN VOLUME 6697, PAGE 538, 542, 546, & 550, OF THE DEED RECORDS OF BEXAR COUNTY, TEXAS (D.R.B.C.T.), AND BEING A PORTION OF THE 10.74 ACRE NIEMANN TRACT DESCRIBED IN VOLUME 8017, PAGE 508 (D.R.B.C.T.), AND BEING A PORTION OF THE 0.995 ACRE NIEMANN TRACT DESCRIBED IN VOLUME 5555, PAGE 586 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS (O.P.R.R.P.B.C.T.), AND BEING ALL OF THE 0.881 ACRE NIEMANN TRACT DESCRIBED IN VOLUME 5555, PAGE 578 (O.P.R.R.P.B.C.T.), SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, SOUTH CENTRAL ZONE (4204), ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.0001644100065):

BEGINNING at a 5/8-inch iron rod found in the west right of way line of King Arthur Drive (R.o.w. Varies), and being a point in the east line of said 62.411 acre Niemann tract, also being a beginning of the curving right of way transition between said King Arthur Drive and Eisenhower Road (R.o.w. Varies), for a point of curvature and **POINT OF BEGINNING** hereof;

THENCE, with the curving right of way transition between said Eisenhower Road and said King Arthur Drive, along a curve to the right, whose radius is 26.25 feet, whose delta is $87^{\circ}34'56''$, whose arc length is 40.13 feet, and whose chord bears $S43^{\circ}18'53''W$, a distance of 36.33 feet to a 1/2-inch iron rod with "Doucet" cap set for a point of compound curvature hereof, said point is also a point in the north right of way line of said Eisenhower Road;

THENCE, with the north right of way line of said Eisenhower Road, and in part with the south line of said 0.881 acre Niemann tract, the following six (6) courses and distances:

- 1) **THENCE**, along a curve to the right, whose radius is 6523.39 feet, whose delta is $01^{\circ}33'16''$, whose arc length is 176.99 feet, and whose chord bears $S87^{\circ}53'13''W$, a distance of 176.99 feet to a 5/8-inch iron rod found for a point of tangency hereof;
- 2) **THENCE**, $S89^{\circ}41'20''W$, a distance of 230.55 feet to a 1/2-inch iron rod with "Doucet" cap set for an angle point hereof;

- 3) **THENCE**, N89°26'54"W, at a distance of 641.90 passing a 1/2-inch iron rod found in the east line of said 0.995 acre Niemann tract, for a total distance of 799.50 feet to a 1/2-inch iron rod with "Doucet" cap set for an angle point heretof;
- 4) **THENCE**, N84°10'37"W, a distance of 51.17 feet to a 1/2-inch iron rod with "Doucet" cap set for an exterior ell corner hereof, said point being in the west line of said 0.995 acre Niemann tract;
- 5) **THENCE**, with the west line of said 0.995 acre Niemann tract, N01°11'06"E, a distance of 8.01 feet to a Type II Texas Department of Transportation Highway Monument found for an interior ell corner hereof, said point is also a point in the west line of said 0.995 acre Niemann tract, and being the southeast corner of said 0.881 acre Niemann tract, from which a 1/2-inch iron rod found at the common rear corner of said 0.995 acre and 0.881 acre Niemann tracts bears, N00°21'17"W, a distance of 182.94 feet;
- 6) **THENCE**, in part with the south line of said 0.881 acre Niemann tract, S89°14'07"W, a distance of 224.11 feet to a 1/2-inch iron rod found for an angle point hereof, said point is also an angle point in the south line of said 10.74 acre Niemann tract, and being at the beginning of the right of way transition between said Eisenhower Road and Interstate Highway #35 (R.o.w. Varies);

THENCE, with the southwest line of said 10.74 acre Niemann tract, and with the right of way transition between said Eisenhower Road and Interstate 35, N40°06'56"W, a distance of 153.04 feet to a 1/2-inch iron rod found for the southwest corner hereof, said point is also the southwest corner of said 62.411 acre Niemann tract, and being a point in the east right of way line of said Interstate 35;

THENCE, with the west line of said 10.74 acre Niemann tract, and with the east right of way line of said Interstate 35, N09°53'40"E, a distance of 1676.86 feet to a 1/2-inch iron rod with "Castella" cap found for an exterior ell corner hereof, said point is also the southwest corner of Lot 43 of Windsor Park South Subdivision Unit 1A, recorded in Volume 9537, Page 203, of the Deed and Plat Records of Bexar County, Texas (D.P.R.B.C.T.);

THENCE, with the south line of said Lot 43, S80°03'27"E, a distance of 215.48 feet to a 1/2-inch iron rod with "Castella" cap found for an interior ell corner hereof, said point is also the southeast corner of said Lot 43;

THENCE, with the curving east line of said Lot 43, along a curve to the right, whose radius is 600.00 feet, whose delta is 13°04'06", whose arc length is 136.85 feet, and whose chord bears N03°23'00"E, a distance of 136.55 feet to a 1/2-inch iron rod with "Doucet" cap set for a point of tangency hereof, said point is also a point of tangency of said Lot 43;

THENCE, continuing with the east line of said Lot 43, N09°55'05"E, a distance of 4.34 feet to a 1/2-inch iron rod with "Doucet" cap set for an interior ell corner hereof, said point is also the northeast corner of said Lot 43;

THENCE, with the north line of said Lot 43, N80°03'27"W, a distance of 200.00 feet to a 1/2-inch iron rod with "Doucet" cap set for an exterior ell corner hereof, said point is also the northwest corner of said Lot 43, and being a point in the east right of way line of said Interstate 35, and being a point in the west line of said 10.74 acre Niemann tract;

THENCE, with the east right of way line of said Interstate 35, and the west line of said 10.74 acre Niemann tract, N09°53'40"E, a distance of 19.88 feet to a 1/2-inch iron rod found for the northwest corner hereof, said point is also the southwest corner of Lot 41 of Windsor Park South Subdivision Unit 1, recorded in Volume 9525, Page 170 (D.P.R.B.C.T.), from which a 1/2-inch iron rod found at the northwest corner of said Lot 41, and being the southwest corner of Lot 40, both of said Windsor Park South Subdivision Unit 1, bears N09°53'40"E, a distance of 406.12 feet;

THENCE, with the south line of said Lot 41, S80°04'42"E, a distance of 809.84 feet to a 1/2-inch iron rod with "Doucet" cap set for an exterior ell corner hereof, said point is also the southeast corner of said Lot 41;

THENCE, with the east line of said Lot 41, N09°55'18"E, a distance of 650.07 feet to a 1/2-inch iron rod found for the most northerly northwest corner hereof, said point is also the northeast corner of said Lot 41, and being a point in the south right of way line of said Galahad Drive (60' R.o.w.), and being a point in the north line of said 62.411 acre Niemann tract, from which a 1/2-inch iron rod found at an angle point in the north line of said Lot 41, and being an angle point in the north line of said 62.411 acre Niemann tract, and being an angle point in the south right of way line of said Galahad Drive, bears S89°35'50"W, a distance of 248.23 feet;

THENCE, with the south right of way line of said Galahad Drive, and with the north line of said 62.411 acre Niemann tract, N89°35'49"E, a distance of 239.76 feet to a 1/2-inch iron rod with "Doucet" cap set for the northeast corner hereof, said point is also the northeast corner of said 62.411 acre Niemann tract, and being the northwest corner of Lot 16, Block 8, of Camelot Subdivision Unit 5A, recorded in Volume 6500, Page 16 (D.P.R.B.C.T.), from which a 1/2-inch iron rod found at the curve return in the north line of said Lot 16, bears N88°59'25"E, a distance of 105.25 feet;

THENCE, with the east line of said 62.411 acre Niemann tract, and the west line of said Lot 16, S00°28'57"E, a distance of 77.05 feet to a 1/2-inch iron rod found for an exterior ell corner hereof, said point is also the common rear corner of Lot 15 and 16 of said Camelot Subdivision Unit 5A, and being the northeast corner of the Krause tract described in Volume 9196, Page 13 (O.R.B.C.T.);

THENCE, with the north line of said Krause tract, S89°36'04"W, a distance of 75.08 feet to an "X" cut found in a concrete drainage structure for an interior ell corner hereof, said point is also the northwest corner of said Krause tract;

THENCE, in part with the west line of said Krause tract, and in part with the west line of the Poole tract, recorded in Volume 9196, Page 210 (O.R.B.C.T.), and in part with the west line of

the Boone tract, recorded in Volume 9196, Page 202 (O.R.B.C.T.), and in part with the west line of the Phillips tract, recorded in Volume 9196, Page 194 (O.R.B.C.T.), and in part with the west line of the Rodriguez tract, recorded in Volume 9196, Page 186 (O.R.B.C.T.), S00°28'57"E, a distance of 366.10 feet to a 1/2-inch iron rod found for an interior ell corner hereof, said point is also the southwest corner of said Rodriguez tract;

THENCE, with the south line of said Rodriguez tract, N89°31'03"E, a distance of 75.07 feet to a 1/2-inch iron rod with "Doucet" cap set for an exterior ell corner hereof, said point is also the southwest corner of Lot 11, Block 8 of Camelot Subdivision Unit 3, recorded in Volume 5300, Page 22 (D.P.R.B.C.T.), and being the northwest corner of a Drainage Right of way as shown on said Plat;

THENCE, with the west line of said Drainage Right of way as shown on said Camelot Subdivision Unit 3, S00°28'50"E, a distance of 19.89 feet to a 1/2-inch iron rod with "Doucet" cap set for an exterior ell corner hereof, said point is also the southwest corner of said Drainage Right of way, and being the northwest corner of Lot 10 of said Camelot Subdivision Unit 3, and being the northeast corner of the McKee tract, recorded in Volume 9196, Page 178 (O.R.B.C.T.);

THENCE, with the north line of said McKee tract, S89°31'03"W, a distance of 75.07 feet to a 1/2-inch iron rod found for an interior ell corner hereof, said point is also the northwest corner of said McKee tract;

THENCE, in part with the west line of said McKee tract, and in part with the west line of the SiFuentes tract, recorded in Volume 9196, Page 162 (O.R.B.C.T.), and in part with the west line of the Bilbrey tract, recorded in Volume 9196, Page 170 (O.R.B.C.T.), and in part with the west line of the Kircher tract, recorded in Volume 9196, Page 154 (O.R.B.C.T.), and in part with the west line of the Gonzales tract, recorded in Volume 9196, Page 146 (O.R.B.C.T.), and in part with the west line of the Picardo tract, recorded in Volume 9196, Page 138 (O.R.B.C.T.), and in part with the west line of the Marine tract, recorded in Volume 9196, Page 122 (O.R.B.C.T.), and in part with the west line of the Holloway tract, recorded in Volume 10724, Page 709 (O.R.B.C.T.), and in part with the west line of the R&P Land Company, LC tracts, recorded in Volume 9388, Page 1016 (O.R.B.C.T.), S00°28'57"E, a distance of 928.60 feet to a 1/2-inch iron rod found for an interior ell corner hereof, said point is also the southwest corner of said R&P Land Company, LC tract;

THENCE, in part with the south line of said R&P Land Company, LC tract, and in part with the south line of Lot 1 of said Camelot Subdivision Unit 3, and in part with a north line of said 62.411 acre Niemann tract, N89°28'42"E, a distance of 195.02 feet to a 1-inch iron rod found for a northeast corner hereof, said point is also a northeasterly corner of said 62.411 acre Niemann tract, and being a point in the west right of way line of said King Arthur Drive (50' R.o.w. at this location), and being the southeast corner of said Lot 1;

THENCE, with the west right of way line of said King Arthur Drive, and the east line of said 62.411 acre Niemann tract, S00°28'30"E, a distance of 1022.34 feet to the **POINT OF BEGINNING** and containing 61.0008 acres (2,657,197 sq. ft.) of land, more or less.

EXHIBIT A-2

TRACT III METES AND BOUNDS DESCRIPTION

DESCRIPTION OF A TRACT OF LAND CONTAINING 11.1862 ACRES (487,271 SQUARE FEET), OUT OF THE GERTRUDE RODRIGUEZ SURVEY NO. 132, ABSTRACT 610, IN BEXAR COUNTY, TEXAS, AND BEING A PORTION OF THE 12.3 ACRE NIEMANN TRACT DESCRIBED IN VOLUME 8017, PAGE 508, OF THE DEED RECORDS OF BEXAR COUNTY, TEXAS (D.R.B.C.T.), AND BEING A PORTION OF THE NIEMANN AND WITTING TRACT DESCRIBED IN VOLUME 6039, PAGE 545 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS (O.P.R.R.P.B.C.T.), SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, SOUTH CENTRAL ZONE (4204), ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000164100065):

BEGINNING at a 5/8-inch iron rod found in the north right of way line of Eisenhower Road (R.o.w. Varies), also being the beginning of the curving right of way transition between said Eisenhower Road and King Arthur Drive (R.o.w. Varies), for the a point of curvature and **POINT OF BEGINNING** hereof;

THENCE, with the curving right of way transition between said Eisenhower Road and said King Arthur Drive, along a curve to the right, whose radius is 26.25 feet, whose delta is $91^{\circ}56'56''$, whose arc length is 42.13 feet, and whose chord bears $N48^{\circ}10'54''W$, a distance of 37.75 feet to a 5/8-inch iron rod found for a point of tangency hereof, said point is also a point in the west line of said 12.3 acre Niemann tract, and being a point in the east right of way line of said King Arthur Drive;

THENCE, with the east right of way line of said King Arthur Drive, and with the west line of said 12.3 acre Niemann tract, $N01^{\circ}00'44''W$, a distance of 1017.29 feet to a 1-inch iron rod found for the northwest corner hereof, said point is also the northwest corner of said 12.3 acre Niemann tract, and being the southwest corner of a 16' alley as shown on the plat of Camelot Subdivision Unit 3, recorded in Volume 5300, Page 22, of the Deed and Plat Records of Bexar County, Texas (D.P.R.B.C.T.), and being a point in the east right of way line of said King Arthur Drive (50' R.o.w at this location), from which a 1/2-inch iron rod found on the west right of way line of said King Arthur Drive, and being the southeast corner of Lot 1, Block 8, of said Camelot Subdivision Unit 3 bears, $S89^{\circ}28'42''W$, a distance of 50.11 feet;

THENCE, with the north line of said 12.3 acre Niemann tract, and the south line of said 16' Alley, $N89^{\circ}28'42''E$, a distance of 417.61 feet to a 1/2-inch iron rod found for the northeast corner hereof, said point is also the northeast corner of said 12.3 acre Niemann tract, and being a

point in the west line of Lot 33 of Mission Church Subdivision, recorded in Volume 9515, Page 50 (D.P.R.B.C.T.);

THENCE, with the east line of said 12.3 acre Niemann tract, and the west line of said Lot 33, S00°44'11"E, a distance of 607.35 feet to a 1/2-inch iron rod found for an interior ell corner hereof, said point is also the southwest corner of said Lot 33, and being an interior ell corner of said 12.3 acre Niemann tract;

THENCE, in part with the south line of said Lot 33, and with a north line of said 12.3 acre Niemann tract, N82°38'55"E, at a distance of 133.99 pass a 1/2-inch iron rod found at the southeast corner of said Lot 33, for a total distance of 138.49 feet to a 1/2-inch iron rod found for an exterior ell corner hereof, said point is also an exterior ell corner of said 12.3 acre Niemann tract, and being a point in the west right of way line of Fratt Road (R.o.w. Varies);

THENCE, with the east line of said 12.3 acre Niemann tract, and the west right of way line of said Fratt Road, S01°25'28"E, a distance of 401.08 feet to a 1/2-inch iron rod with "Doucet" cap set for a point of curvature hereof, said point is also the beginning of the curving right of way transition between said Fratt Road and said Eisenhower Road;

THENCE, with the curving right of way transition between said Fratt Road and said Eisenhower Road, along a curve to the right, whose radius is 26.25 feet, whose delta is 90°10'57", and whose arc length is 41.32 feet, and whose chord bears S43°19'50"W, a distance of 37.18 feet to a 1/2-inch iron rod with "Doucet" cap set for a point of reverse curvature hereof, said point being in the north right of way line of said Eisenhower Road;

THENCE, with the north right of way line of said Eisenhower Road, along a curve to the left, whose radius is 6600.07 feet, at an arc length of 123.53 feet, passing a 1/2-inch iron rod found in the east line of said Niemann and Wittig tract, at an arc length of 248.65 passing a 1/2-inch iron rod with "Doucet" cap set in the west line of said Niemann and Witting tract, for an overall arc length of 263.29 feet, whose overall delta is 02°17'08", and whose overall chord bears S87°17'09"W, a distance of 263.27 feet to a 1/2-inch iron rod with "Doucet" cap set for a point of tangency hereof;

THENCE, continuing with the north right of way line of said Eisenhower Road, S86°08'33"W, a distance of 238.66 feet to the **POINT OF BEGINNING** and containing 11.1862 acres (487,271 sq. ft.) of land, more or less.

EXHIBIT A-3

METES AND BOUNDS DESCRIPTION TRACT IV

DESCRIPTION OF A TRACT OF LAND CONTAINING 16.2708 ACRES (708,757 SQUARE FEET), OUT OF THE GERTRUDE RODRIGUEZ SURVEY NO. 132, ABSTRACT 610, IN BEXAR COUNTY, TEXAS, AND BEING OUT OF THE 16.285 ACRE TRACT CONVEYED TO JAMES C. NIEMANN, TRUSTEE FOR THE NFP PARTNERSHIP IN VOLUME 6290, PAGE 1126, OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS (O.P.R.R.P.B.C.T.), SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, SOUTH CENTRAL ZONE (4204), ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.0001644100065):

BEGINNING at a 1/2-inch iron rod found in the west line of said Niemann/NFP tract, and being a point in the east right of way line of Fratt Road (R.o.w. Varies), and being an end of curvature of the curving right of way transition between said Fratt Road and Eisenhower Road (R.o.w. Varies), for the southwesterly corner and **POINT OF BEGINNING** hereof;

THENCE, with the east right of way line of said Fratt Road, and the west line of said Niemann/NFP tract, N00°31'16"W, a distance of 490.83 feet to a 1/2-inch iron rod found for an angle point hereof, said point being the end of a cut-back right of way transition between said Fratt Road and Excalibur Road (50' R.o.w.), and being an angle point in said Niemann/NFP tract;

THENCE, with the right of way transition between said Fratt Road and said Excalibur Road, and with the northwesterly line of said Niemann/NFP tract, N44°19'22"E, a distance of 21.11 feet to a 1/2-inch iron rod found for the northwest corner hereof, said point being in the south right of way line of said Excalibur Road, and being the northwest corner of said Niemann/NFP tract;

THENCE, with the south right of way line of said Excalibur Road, and with the north line of said Niemann/NFP tract, N89°29'11"E, a distance of 1202.61 feet to a 1/2-inch iron rod found for a point of curvature hereof, said point being a point of curvature in the north line of said Niemann/NFP tract, and being a beginning of curvature for a curving right of way transition between said Excalibur Road and Ray Bon Drive (60' R.o.w.);

THENCE, along the curving right of way transition between said Excalibur Road and said Ray Bon Drive, and with the northeasterly line of said Niemann/NFP tract, along a curve to the right, whose radius is 15.00 feet, whose delta is 90°08'44", whose arc length is 23.60 feet, and whose chord bears S45°19'53"E, a distance of 21.24 feet to a 1/2-inch iron rod found for a point of tangency hereof, said point being a point of tangency in the east line of said Niemann/NFP tract, and being a point in the west right of way line of said Ray Bon Drive;

THENCE, along the west right of way line of said Ray Bon Drive, and the east line of said Niemann/NFP tract, the following three (3) courses and distances:

- 1) **THENCE**, S00°38'09"E, a distance of 9.91 feet to a 1/2-inch iron rod found for a point of curvature hereof;
- 2) **THENCE**, along a curve to the left, whose radius is 430.00 feet, whose delta is 39°56'30", whose arc length is 299.76 feet, and whose chord bears S20°29'52"E, a distance of 293.73 feet to a 1/2-inch iron rod found for a point of reverse curvature hereof;
- 3) **THENCE**, along a curve to the right, whose radius is 370.00 feet, whose delta is 35°40'57", whose arc length is 230.43 feet, and whose chord bears S22°38'10"E, a distance of 226.72 feet to a 1/2-inch iron rod with "Doucet" cap set for a point of compound curvature hereof, said point being a beginning of curvature of a right of way transition between said Ray Bon Drive and said Eisenhower Road;

THENCE, along a curve to the right, whose radius is 25.00 feet, whose delta is 94°14'07", whose arc length is 41.12 feet, and whose chord bears S42°16'16"W, a distance of 36.64 feet to a 1/2-inch iron rod found for a point of tangency hereof, said point being in the north right of way line of Eisenhower Road per Row widening deed described in Volume 4779, Page 72, and being a point of tangency in said Niemann/NFP tract, also being a point of tangency in the ROW line of said Eisenhower Road as shown on TxDot ROW Maps, from which a 1/2-inch iron rod found at a point of curvature in the south right of way line of said Eisenhower Road per TxDot Row Maps, bears S88°27'35"W, a distance of 774.79 feet;

THENCE, with the north right of way line of said Eisenhower Road per said Row widening deed recorded in Volume 4779, Page 72, and with the south line of said Niemann/NFP tract, S89°22'09"W, a distance of 761.54 feet to a 1/2-inch iron rod found for an angle point hereof;

THENCE, continuing with the north right of way line of said Eisenhower Road per said Row widening deed, and the south line of said Niemann/NFP tract, S89°26'13"W, a distance of 269.60 feet to a 1/2-inch iron rod with "Doucet" cap set for a point of curvature hereof, said point being the intersection of the south line of said Niemann/NFP tract and the north line of a tract conveyed to the City of San Antonio for Row purposes in Volume 6784, Page 1470, also being the north Row line as shown on said TxDot Row maps;

THENCE, with the north right of way line of said Eisenhower Road as shown on said TxDot Row maps, along a curve to the left, whose radius is 6600.07 feet, whose delta is 02°54'59", whose arc length is 335.95 feet, and whose chord bears N89°12'00"W, a distance of 335.91 feet to a 1/2-inch iron rod with "Doucet" cap set for a point of reverse curvature hereof, said point being at the curving right of way transition between said Eisenhower Road and said Fratt Road;

THENCE, with the curving right of way transition between said Eisenhower Road and said Fratt Road, along a curve to the right, whose radius is 26.25 feet, whose delta is 90°06'23", whose arc length is 41.28 feet and whose chord bears N45°38'19"W, a distance of 37.16 feet to the **POINT OF BEGINNING** and containing 16.2708 acres (708,757 sq. ft.) of land, more or less.

EXHIBIT A-4

METES AND BOUNDS DESCRIPTION TRACT V

DESCRIPTION OF A TRACT OF LAND CONTAINING 21.8393 ACRES (951,321 SQUARE FEET), OUT OF THE GERTRUDE RODRIGUEZ SURVEY NO. 132, ABSTRACT 610, IN BEXAR COUNTY, TEXAS, AND BEING THE SAME TRACT CONVEYED TO NFP PARTNERSHIP IN VOLUME 6060, PAGE 12, OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS (O.P.R.R.P.B.C.T.), SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, SOUTH CENTRAL ZONE (4204), ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.0001644100065):

BEGINNING at a 1/2-inch iron rod found in the north right of way line of Eisenhower Road (R.o.w. Varies), and being at the curving right of way transition between said Eisenhower Road and Ray Bon Drive (60' R.o.w.), and being a point of curvature in the south line of said NFP Partnership tract, for a point of curvature and southwesterly corner and **POINT OF BEGINNING** hereof;

THENCE, with the curving right of way transition between said Eisenhower Road and Ray Bon Drive, and the curving southwest line of said NFP Partnership tract, along a curve to the right, whose radius is 25.00 feet, whose delta is $86^{\circ}22'37''$, whose arc length is 37.69 feet, and whose chord bears $N47^{\circ}37'53''W$, a distance of 34.22 feet to a 1/2-inch iron rod with "Doucet" cap set for a point of reverse curvature hereof, said point being in the east right of way line of said Ray Bon Drive, and being a point of reverse curvature of said NFP Partnership tract;

THENCE, with the east right of way line of said Ray Bon Drive, and the west line of said NFP Partnership tract, the following four (4) courses and distances:

- 1) **THENCE**, along a curve to the left, whose radius is 430.00 feet, whose delta is $36^{\circ}00'35''$, whose arc length is 270.25 feet, and whose chord bears $N22^{\circ}25'06''W$, a distance of 265.82 feet to a 1/2-inch iron rod found for a point of reverse curvature hereof;
- 2) **THENCE**, along a curve to the right, whose radius is 370.00 feet, whose delta is $39^{\circ}57'24''$, whose arc length is 258.03 feet, and whose chord bears $N20^{\circ}30'16''W$, a distance of 252.83 feet to a 1/2-inch iron rod found for a point of tangency hereof;
- 3) **THENCE**, $N00^{\circ}25'26''W$, a distance of 24.98 feet to a 1/2-inch iron rod found for an angle point hereof;
- 4) **THENCE**, $N00^{\circ}30'32''W$, a distance of 173.76 feet to a 1/2-inch iron rod found for the northwest corner hereof, said point is also the northwest corner of said NFP Partnership tract, and being the southwest corner of Lot 20, Block

14, of Camelot Subdivision Unit 14, recorded in Volume 5970, Page 27, of the Deed and Plat Records of Bexar County, Texas (D.P.R.B.C.T.);

THENCE, with the north line of said NFP Partnership tract, and in part with the south line of Lots 20-9, Block 14, of said Camelot Subdivision Unit 14, and in part with the south line of Lots 8-6, Block 14, of Camelot Subdivision Unit 8, recorded in Volume 5870, Page 23 (D.P.R.B.C.T.), the following three (3) courses and distances:

- 1) **THENCE**, N89°39'03"E, at a distance of 327.14 feet passing a 1/2-inch iron rod found at the common rear corner of Lot 16 and 17, for a total distance of 990.41 feet to a 1/2-inch iron rod found for a point of curvature hereof, said point being in the south line of said Lot 8;
- 2) **THENCE**, along a curve to the left, whose radius is 487.84 feet, whose delta is 22°13'02", whose arc length is 189.17 feet, and whose chord bears N78°27'39"E, a distance of 187.98 feet to a 60D nail found in a tree for a point of tangency hereof, said point being in the southeast line of said Lot 6;
- 3) **THENCE**, N67°19'08"E, a distance of 72.77 feet to a 1/2-inch iron rod found for an exterior ell corner hereof, said point being in the southeast line of said Lot 6, and being a point in the rear line of Lot 24, Block 14, of Camelot Subdivision Unit 14, recorded in Volume 6100, Page 49 (D.P.R.B.C.T.);

THENCE, with a easterly line of said NFP Partnership tract, and with the rear line of Lots 24-26, of said Camelot Subdivision Unit 13, S22°43'40"E, a distance of 239.67 feet to a 1/2-inch iron rod found for an interior ell corner hereof, said point being an angle point in the rear line of said Lot 26, and being an interior ell corner of said NFP Partnership tract;

THENCE, with a north line of said NFP Partnership tract, and with the south line of Lots 26-28 of said Camelot Subdivision Unit 13, N89°34'01"E, a distance of 247.74 feet to a 1/2-inch iron rod found for the northeast corner and a point of curvature hereof, said point being the northeast corner of said NFP Partnership tract, and the southeast corner of said Lot 28, and being a point in the curving west right of way line of Midcrown Drive (60' R.o.w.);

THENCE, with the west right of way line of said Midcrown Drive, and the east line of said NFP Partnership tract, the following three (3) courses and distances:

- 1) **THENCE**, along a curve to the right, whose radius is 640.00 feet, whose delta is 09°55'10", whose arc length is 110.80 feet, and whose chord bears S31°40'10"W, a distance of 110.66 feet to a 1/2-inch iron rod found for a point of reverse curvature hereof;
- 2) **THENCE**, along a curve to the left, whose radius is 700.00 feet, whose delta is 37°07'28", whose arc length is 453.56 feet, and whose chord bears S17°58'19"W, a distance of 445.67 feet to a 1/2-inch iron rod with "Doucet" cap set for a point of tangency hereof;
- 3) **THENCE**, S01°09'32"E, a distance of 0.25 feet to a 1/2-inch iron rod with "Doucet" cap set for a point of curvature hereof, said point being at the curving right of way transition between said Midcrown Drive, and said Eisenhower Road, and being a point of curvature of said NFP Partnership tract;

THENCE, with the curving right of way transition between said Midcrown Drive, and said Eisenhower Road, and with the curving southeasterly line of said NFP Partnership tract, along a curve to the right, whose radius is 25.00 feet, whose delta is 90°30'07", whose arc length is 39.49 feet, and whose chord bears S44°01'28"W, a distance of 35.51 feet to a 1-inch iron rod found for a point of tangency hereof, said point being a point of tangency in the south line of said NFP Partnership tract, and being a point in the north right of way line of said Eisenhower Road;

THENCE, with the south line of said NFP Partnership tract, and the north right of way line of said Eisenhower Road, S89°21'03"W, a distance of 1144.87 feet to the **POINT OF BEGINNING** and containing 21.8393 acres (951,321 sq. ft.) of land, more or less.

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 FILED in File Number Sequence or this date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on.

JAN 03 2012



Gerard C. Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

Doc# 20120000852 Fees: \$80.00
01/03/2012 3:28PM # Pages 17
Filed & Recorded in the Official
Public Records of BEXAR COUNTY
GERARD C. RICKHOFF COUNTY CLERK

Bexar CAD - Map of Property ID 502130 for Year 2015



Property Details

Account

Property ID: 502130
Geo ID: 12190-000-0139
Type: Real

Legal Description: NCB 12190 BLK - LOT E IRR 189.83 FT OF S IRR 1725 FT OF TR-13 "CITY OF WINDCREST AN

Location

Situs Address: 4800 EISENHAUER RD WINDCREST, TX 78218
Neighborhood: NBHD code11250
Mapsc0: 584E2
Jurisdictions: 06, 08, 11, 41, 55, 10, 09, CAD

Owner

Owner Name: SLV IV- EISENHAUERPOINT LP
Mailing Address: STERLING PLAZA STE 1750, 5949 SHERRY LN, DALLAS, TX 75225-6532

Property

Appraised Value: \$3,266,280.00

<http://www.bcad.org/Map/View/Map/1/502130/2015>

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Map Disclaimer: This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The Bexar County Appraisal District expressly disclaims any and all liability in connection herewith.

Bexar CAD

Property Search Results > 502130 SLV IV- EISENHAUERPOINT LP for Year 2015

Property

Account

Property ID:	502130	Legal Description:	NCB 12190 BLK - LOT E IRR 189.83 FT OF S IRR 1725 FT OF TR-13 "CITY OF WINDCREST ANNEXATION"
Geographic ID:	12190-000-0139	Agent Code:	ID:2844946
Type:	Real		
Property Use Code:	099		
Property Use Description:	VACANT LAND		

Location

Address:	4800 EISENHAUER RD WINDCREST, TX 78218	Mapsco:	584E2
Neighborhood:	NBHD code11250	Map ID:	11250
Neighborhood CD:	11250		

Owner

Name:	SLV IV- EISENHAUERPOINT LP	Owner ID:	2792027
Mailing Address:	STERLING PLAZA STE 1750 5949 SHERRY LN DALLAS, TX 75225-6532	% Ownership:	100.0000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$0	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$3,266,280	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0
(=) Market Value:	=	\$3,266,280	
(-) Ag or Timber Use Value Reduction:	-	\$0	
(=) Appraised Value:	=	\$3,266,280	
(-) HS Cap:	-	\$0	
(=) Assessed Value:	=	\$3,266,280	

Taxing Jurisdiction

Owner:	SLV IV- EISENHAUERPOINT LP
% Ownership:	100.0000000000%
Total Value:	\$3,266,280

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax	
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06	BEXAR CO RD & FLOOD	0.017000	\$3,266,280	\$3,266,280	\$555.27	
08	SA RIVER AUTH	0.017290	\$3,266,280	\$3,266,280	\$564.74	
09	ALAMO COM COLLEGE	0.149150	\$3,266,280	\$3,266,280	\$4,871.65	
10	UNIV HEALTH SYSTEM	0.276235	\$3,266,280	\$3,266,280	\$9,022.60	
11	BEXAR COUNTY	0.297500	\$3,266,280	\$3,266,280	\$9,717.18	
41	CITY OF WINDCREST	0.334100	\$3,266,280	\$3,266,280	\$10,912.64	
55	NORTH EAST ISD	1.415000	\$3,266,280	\$3,266,280	\$46,217.86	
CAD	BEXAR APPRAISAL DISTRICT	0.000000	\$3,266,280	\$3,266,280	\$0.00	
Total Tax Rate:		2.506275				
Taxes w/Current Exemptions:					\$81,861.94	
Taxes w/o Exemptions:					\$81,861.96	

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	RES	R/1 Family not Farm Single	45.4312	1978983.07	0.00	0.00	\$3,265,320	\$0
2	EST	Easement	2.2100	96267.60	0.00	0.00	\$960	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2016	N/A	N/A	N/A	N/A	N/A	N/A
2015	\$0	\$3,266,280	0	3,266,280	\$0	\$3,266,280
2014	\$0	\$2,969,440	0	2,969,440	\$0	\$2,969,440
2013	\$0	\$2,969,440	0	2,969,440	\$0	\$2,969,440
2012	\$0	\$3,211,960	0	3,211,960	\$0	\$3,211,960
2011	\$0	\$3,355,410	0	3,355,410	\$0	\$3,355,410

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	1/3/2012	FC	Foreclosure	CITY OF WINDCREST ECONOMIC DEVELOPMENT CORPORATION	SLV IV- EISENHAEUPOINT LP	15296	1379	20120000852
2	1/16/2008	SWD	Special Warranty Deed		CITY OF WINDCREST ECONOMIC DEVELOPMENT CORPORATION	13317	1085	20080014602

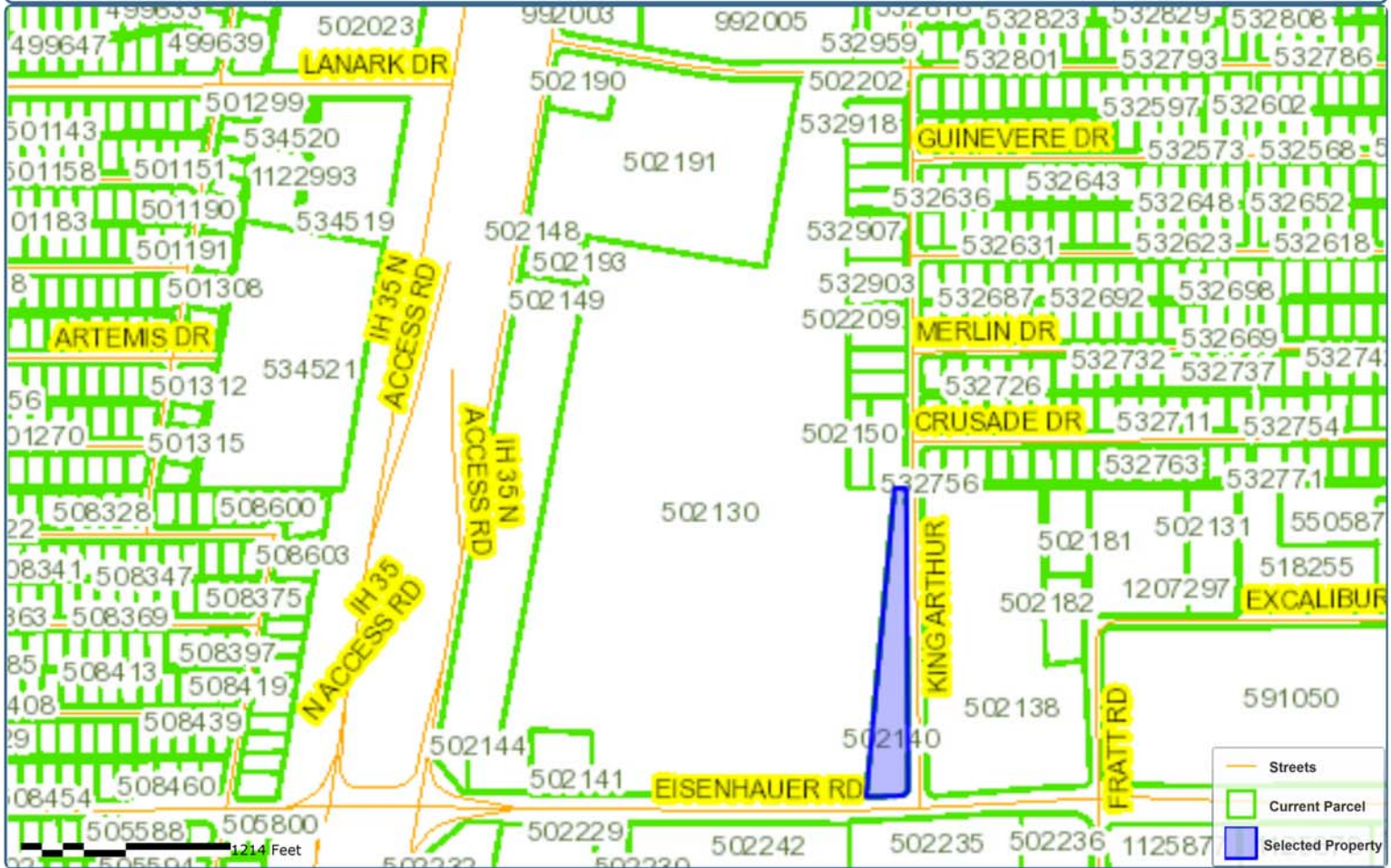
2016 data current as of Oct 5 2015 12:57AM.

2015 and prior year data current as of Oct 1 2015 10:19AM

For property information, contact (210) 242-2432 or (210) 224-8511 or email.

For website information, contact (210) 242-2500.

Bexar CAD - Map of Property ID 502140 for Year 2015



Property Details

Account

Property ID: 502140

Geo ID: 12190-000-0176

Type: Real

Legal Description: NCB 12190 PT OF TR 17 ARB TR 17A

"CITY OF WINDCREST ANNEXATION"

Location

Situs Address: 4947 EISENHAUER RD WINDCREST, TX 78218

Neighborhood: NBHD code11250

Mapsco: 584F2

Jurisdictions: CAD, 41, 06, 11, 10, 08, 55, 09

Owner

Owner Name: SLV IV- EISENHAUERPOINT LP

Mailing Address: STERLING PLAZA STE 1750, 5949 SHERRY LN, DALLAS, TX 75225-6532

Property

Appraised Value: \$162,580.00

<http://www.bcad.org/Map/View/Map/1/502140/2015>

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Bexar CAD

Property Search Results > 502140 SLV IV- EISENHAUERPOINT LP for Year 2015

Property

Account

Property ID:	502140	Legal Description:	NCB 12190 PT OF TR 17 ARB TR 17A "CITY OF WINDCREST ANNEXATION"
Geographic ID:	12190-000-0176	Agent Code:	ID:2844946
Type:	Real		
Property Use Code:	099		
Property Use Description:	VACANT LAND		

Location

Address:	4947 EISENHAUER RD WINDCREST, TX 78218	Mapsco:	584F2
Neighborhood:	NBHD code11250	Map ID:	2015 FALL REVAL
Neighborhood CD:	11250		

Owner

Name:	SLV IV- EISENHAUERPOINT LP	Owner ID:	2792027
Mailing Address:	STERLING PLAZA STE 1750 5949 SHERRY LN DALLAS, TX 75225-6532	% Ownership:	100.0000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$0	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$162,580	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0
(=) Market Value:	=	\$162,580	
(-) Ag or Timber Use Value Reduction:	-	\$0	
(=) Appraised Value:	=	\$162,580	
(-) HS Cap:	-	\$0	
(=) Assessed Value:	=	\$162,580	

Taxing Jurisdiction

Owner:	SLV IV- EISENHAUERPOINT LP
% Ownership:	100.0000000000%
Total Value:	\$162,580

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax	

06	BEXAR CO RD & FLOOD	0.017000	\$162,580	\$162,580	\$27.64	
08	SA RIVER AUTH	0.017290	\$162,580	\$162,580	\$28.11	
09	ALAMO COM COLLEGE	0.149150	\$162,580	\$162,580	\$242.49	
10	UNIV HEALTH SYSTEM	0.276235	\$162,580	\$162,580	\$449.10	
11	BEXAR COUNTY	0.297500	\$162,580	\$162,580	\$483.68	
41	CITY OF WINDCREST	0.334100	\$162,580	\$162,580	\$543.18	
55	NORTH EAST ISD	1.415000	\$162,580	\$162,580	\$2,300.51	
CAD	BEXAR APPRAISAL DISTRICT	0.000000	\$162,580	\$162,580	\$0.00	
Total Tax Rate:		2.506275				
				Taxes w/Current Exemptions:	\$4,074.71	
				Taxes w/o Exemptions:	\$4,074.70	

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	RES	R/1 Family not Farm Single	2.2620	98532.72	0.00	0.00	\$162,580	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2016	N/A	N/A	N/A	N/A	N/A	N/A
2015	\$0	\$162,580	0	162,580	\$0	\$162,580
2014	\$0	\$147,800	0	147,800	\$0	\$147,800
2013	\$0	\$147,800	0	147,800	\$0	\$147,800
2012	\$0	\$147,800	0	147,800	\$0	\$147,800
2011	\$0	\$173,420	0	173,420	\$0	\$173,420

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	1/3/2012	FC	Foreclosure	CITY OF WINDCREST ECONOMIC DEVELOPMENT CORPORATION	SLV IV- EISENHAEUPOINT LP	15296	1379	20120000852
2	1/16/2008	SWD	Special Warranty Deed	NIEMANN VIRGINIA ET AL	CITY OF WINDCREST ECONOMIC DEVELOPMENT CORPORATION	13317	1085	20080014602

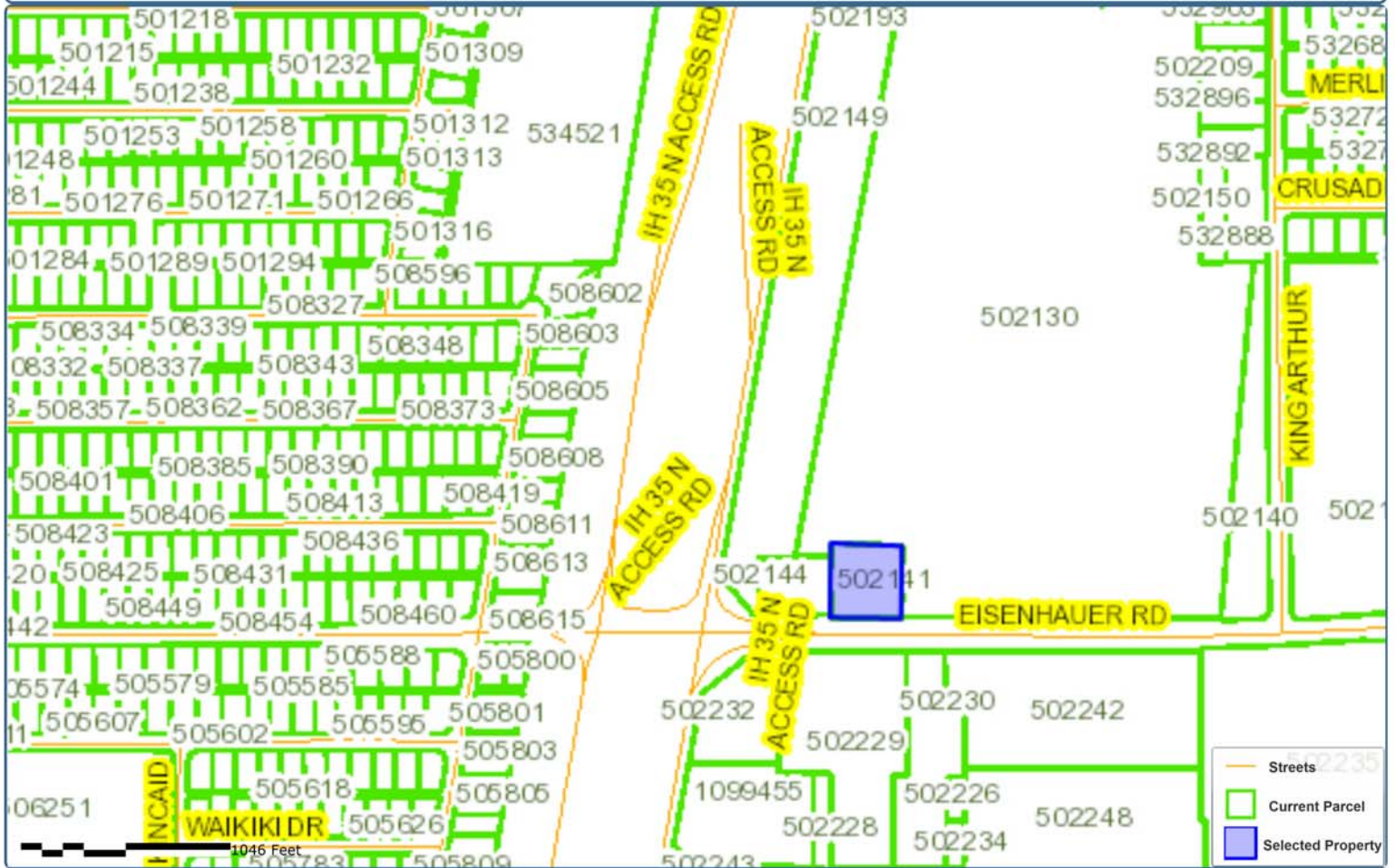
2016 data current as of Oct 5 2015 12:57AM.

2015 and prior year data current as of Oct 1 2015 10:19AM

For property information, contact (210) 242-2432 or (210) 224-8511 or email.

For website information, contact (210) 242-2500.

Bexar CAD - Map of Property ID 502141 for Year 2015



Property Details

Account

Property ID: 502141

Geo ID: 12190-000-0180

Type: Real

Legal Description: NCB 12190 ARB TR 18 "CITY OF WINDCREST ANNEXATION"

Location

Situs Address: 4735 EISENHAUER RD WINDCREST, TX 78218

Neighborhood: NBHD code11250

Mapsco: 584E2

Jurisdictions: CAD, 09, 08, 11, 06, 41, 10, 55

Owner

Owner Name: SLV IV- EISENHAUERPOINT LP

Mailing Address: STERLING PLAZA STE 1750, 5949 SHERRY LN, DALLAS, TX 75225-6532

Property

Appraised Value: \$196,020.00

<http://www.bcad.org/Map/View/Map/1/502141/2015>

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Bexar CAD

Property Search Results > 502141 SLV IV- EISENHAUERPOINT LP for Year 2015

Property

Account

Property ID:	502141	Legal Description:	NCB 12190 ARB TR 18 "CITY OF WINDCREST ANNEXATION"
Geographic ID:	12190-000-0180	Agent Code:	ID:2844946
Type:	Real		
Property Use Code:	099		
Property Use Description:	VACANT LAND		

Location

Address:	4735 EISENHAUER RD WINDCREST, TX 78218	Mapsco:	584E2
Neighborhood:	NBHD code11250	Map ID:	2015 FALL REVAL
Neighborhood CD:	11250		

Owner

Name:	SLV IV- EISENHAUERPOINT LP	Owner ID:	2792027
Mailing Address:	STERLING PLAZA STE 1750 5949 SHERRY LN DALLAS, TX 75225-6532	% Ownership:	100.0000000000%

Exemptions:

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$0	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$196,020	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0
(=) Market Value:	=	\$196,020	
(-) Ag or Timber Use Value Reduction:	-	\$0	
(=) Appraised Value:	=	\$196,020	
(-) HS Cap:	-	\$0	
(=) Assessed Value:	=	\$196,020	

Taxing Jurisdiction

Owner:	SLV IV- EISENHAUERPOINT LP
% Ownership:	100.0000000000%
Total Value:	\$196,020

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax	

06	BEXAR CO RD & FLOOD	0.017000	\$196,020	\$196,020	\$33.32	
08	SA RIVER AUTH	0.017290	\$196,020	\$196,020	\$33.89	
09	ALAMO COM COLLEGE	0.149150	\$196,020	\$196,020	\$292.36	
10	UNIV HEALTH SYSTEM	0.276235	\$196,020	\$196,020	\$541.48	
11	BEXAR COUNTY	0.297500	\$196,020	\$196,020	\$583.16	
41	CITY OF WINDCREST	0.334100	\$196,020	\$196,020	\$654.90	
55	NORTH EAST ISD	1.415000	\$196,020	\$196,020	\$2,773.69	
CAD	BEXAR APPRAISAL DISTRICT	0.000000	\$196,020	\$196,020	\$0.00	
Total Tax Rate:		2.506275				
Taxes w/Current Exemptions:					\$4,912.80	
Taxes w/o Exemptions:					\$4,912.80	

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	CSS	Commercial Store Site	1.0000	43560.00	0.00	0.00	\$196,020	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2016	N/A	N/A	N/A	N/A	N/A	N/A
2015	\$0	\$196,020	0	196,020	\$0	\$196,020
2014	\$0	\$196,020	0	196,020	\$0	\$196,020
2013	\$0	\$196,020	0	196,020	\$0	\$196,020
2012	\$0	\$196,020	0	196,020	\$0	\$196,020
2011	\$0	\$261,360	0	261,360	\$0	\$261,360

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	1/3/2012	FC	Foreclosure	CITY OF WINDCREST ECONOMIC DEVELOPMENT CORPORATION	SLV IV- EISENHAEUERPOINT LP	15296	1379	20120000852
2	1/16/2008	SWD	Special Warranty Deed		CITY OF WINDCREST ECONOMIC DEVELOPMENT CORPORATION	13317	1085	20080014602
3		Deed	Deed		NIEMANN, LARRY ET AL	5555	0586	0

2016 data current as of Oct 5 2015 12:57AM.

2015 and prior year data current as of Oct 1 2015 10:19AM

For property information, contact (210) 242-2432 or (210) 224-8511 or email.

For website information, contact (210) 242-2500.



RESOLUTION NO. 2015-566(R)

A RESOLUTION AUTHORIZING CC USES BY SLF IV-EISENHAUER POINT, L.P. OF MANUFACTURING AND WAREHOUSING ON 25.69 ACRES OF PROPERTY OUT OF TRACT 2 LOCATED ON EISENHAUER ROAD AND DESCRIBED IN THE ATTACHED EXHIBIT “C”

WHEREAS, on August 25, 2014 the City of Windcrest (“City”) City Council adopted Ordinance No. 2014-713 (O) which rezoned 110.30 acres of land to B-3 Business District ; and

WHEREAS, the Code of Ordinances Subchapter 23.1400 permits “CC” uses within the “B-3” Business District and grants specific approval for proposed “CC” uses as provided in Section 23.1401(a) 3 of the Code of Ordinances; and

WHEREAS, Section 23.1409 of the Code of Ordinances requires the owner of property zoned B-3 to obtain approval by the City of property to be set aside for use as open space, public/civic space or buildings, green space, community playgrounds and/or recreation areas; and

WHEREAS, on August 25, 2014 the City Council authorized “CC” use for manufacturing and ancillary activities for a 21.825 acre tract of land designated as Tract 5 and a 16.266 acre tract of land designated as Tract 4 as provided in Section 23.1401(a) 3 of the Code of Ordinances; and

WHEREAS, SLF IV- Eisenhower Point, L.P. has applied to the City for a “CC” use to authorize manufacturing and warehousing on 25.69 acres of land out of Tract 2.

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

SECTION 1. The land in the attached Exhibit “C” is granted “CC” use authorization for manufacturing, including specifically but not limited to, the fabrication, assembly, servicing, warehousing, display and distribution of the goods, materials and products for which the manufacturing is authorized, as provided in Section 23.1401(a) 3 of the Code of Ordinances. Any display of the manufactured goods, materials and products authorized herein shall be inside or screened from public view and shall be for goods, materials and products manufactured on the property and not prohibited by the codes and ordinances of the City. For the purpose of this resolution and the rights granted hereunder, “*manufacturing*” shall be *a light industrial business*

where all processing, fabricating, assembly, or disassembly of items takes places wholly within an enclosed building. Typical items for processing, fabricating, assembly, or disassembly include but are not limited to apparel, home accessories, lighting fixtures, drapes, clothing accessories, bedspreads, decorations, artificial plants, jewelry, instruments, computers, and electronic devices.

SECTION 2. The land in the attached Exhibit “C” is granted “CC” use authorization for warehousing within an enclosed structure, as provided in Section 23.1401(a) 3 of the Code of Ordinances. For the purpose of this resolution and the rights granted hereunder, “warehousing” shall be *the storage of goods or materials fully enclosed within a warehouse or other building, where such goods and materials may be combined, broken down or aggregated for trans-shipment or storage purposes, provided that the goods or materials stored will not increase the level of public safety services needed to support the warehousing use as compared with other permitted B-3 uses. The storage of hazardous or noxious materials is strictly prohibited.*

SECTION 3. The following uses shall be prohibited on the Property: multi-family structures and uses, sexually-oriented businesses, pawn shops and pay day loan lenders. The City shall have the authority to enforce this prohibition by injunctive or other appropriate relief. This list of prohibited uses is intended to supplement and be in addition to any uses not permitted under City Code of Ordinances Section 23.1401(a). Mixed use development in which multi-family structures are included, may be permitted if specifically approved by resolution of the City Council.

SECTION 4. City zoning records and maps shall be changed in accordance with this resolution and the same shall be available and open to the public for inspection.

SECTION 5. This resolution shall be effective immediately.

PASSED AND APPROVED, on the ____ day of _____, 2015, at a meeting of the City Council of the City of Windcrest, Texas which meeting was held in compliance with the Open Meetings Act, Tex. Gov’t Code, §551.001, et.seq. at which meeting a quorum was present and voting.

CITY OF WINDCREST, TEXAS

ALAN BAXTER, MAYOR

ATTEST:

KELLY RODRIGUEZ, CITY SECRETARY

APPROVED AS TO FORM:

MICHAEL S. BRENAN, CITY ATTORNEY



Resolution No. 2015-568 (R)

A RESOLUTION OF THE CITY OF WINDCREST, TEXAS PROVIDING FOR GREATER CITIZEN ACCESSIBILITY TO CITY COUNCIL MEETINGS BY SUPPLEMENTING REQUIREMENTS UNDER THE TEXAS GOVERNMENT CODE REGARDING NOTICE AND TIMING OF SUCH MEETINGS.

WHEREAS the City Council of the City of Windcrest has long worked to improve transparency of city operations; and

WHEREAS the City Council of the City of Windcrest also seeks to make city operations and governance more accessible to residents who should be able to participate in public meetings without significant inconvenience; and

WHEREAS greater notice for City Council meetings benefits both the general public and city staff required to attend such meetings by permitting them to coordinate as necessary to attend meetings of the City Council and to prepare to discuss issues on the agenda of such meetings; and

WHEREAS the Windcrest Home Rule Charter does not provide any guidance regarding the scheduling or notice of regular or special City Council meetings beyond requiring that notice be given in accordance with the laws of the State of Texas; and

WHEREAS the laws of the State of Texas provide minimum notice requirements but permit governing bodies to supplement additional notice requirements so long as they are not inconsistent with state law;

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

1. **Notice Requirement.** No regular or special meeting of the City Council shall be held unless notice of the agenda of said meeting shall be provided and posted in the manner and place

prescribed by the laws of Texas at least one hundred twenty (120) hours prior to the time of the meeting.

2. **Time for City Council Meetings.** Except in the following circumstances, all city council meetings shall commence at 7:00 p.m. local time:

a. The City Council may provide, by ordinance, for the holding of special city council meetings related to the preparation of the annual budget at a time other than 7:00 p.m.

b. When a meeting of the City Council has been convened at 7:00 p.m. and items remain undiscussed on the agenda at 10:00 p.m., the City Council may but is not required to recess the meeting and reconvene on the following day at 9:00 a.m.

3. **Exception for Urgent Public Necessities.** This Ordinance shall not restrict the ability of any meeting to be scheduled or called with less notice or at a time other than required in this Ordinance when an urgent public necessity exists, as that term is defined in Texas Government Code Section 551.045(b), provided that the other requirements of Section 551.045 of the Texas Government Code are satisfied.

4. **Severability.** Should any section or part of this resolution be held unconstitutional, illegal, or invalid, such unconstitutionality, illegality, or invalidity of such section or part shall in no way affect, impair, or invalidate the remaining portion(s) thereof which shall remain in full force and effect.

DULY PASSED AND APPROVED, on the ____ day of _____ 2015, at a meeting of the City Council of the City of Windcrest, Texas, which meeting was held in compliance with the Open Meetings Act, Texas Government Code Section 551.001 *et seq.* at which meeting a quorum was present and voting.

Alan Baxter, Mayor

ATTESTED TO BY:

Kelly Rodriguez, City Secretary

APPROVED AS TO FORM:

Michael S. Brennan, City Attorney



City Council Agenda Item Report

December 07, 2015

Contact – Kelly Rodriguez

krodriguez@windcrest-tx.gov

Resolution #: 2015-569(R)

SUBJECT: Collection services agreement with Convergence Recovery Solutions, LLC for third party collection services.

1. BACKGROUND/HISTORY

Historically the warrant officer manually researches offenders with warrants to be able to locate such individuals. The current collection agency makes phone calls and sends out letters to try and collect on monies owed to the City of Windcrest via warrants.

2. FINDINGS/CURRENT ACTIVITY

A partnership with StreetCred/Convergence Recovery Solutions, LLC will make our court and officers measurably more efficient, reduce warrant backlogs, and improve on officer safety in the field.

StreetCred/Convergence Recovery Solutions, LLC will maintain a collections effort, while also providing us with the tools to go a step further.

3. FINANCIAL IMPACT -

No cost to the City of Windcrest. Increase monies owed to the City of Windcrest.

4. ACTION OPTIONS/RECOMMENDATION

Staff recommends to take positive action on Resolution No. 2015-569(R).

COLLECTION SERVICES AGREEMENT

THIS COLLECTION SERVICES AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2015 by and between Convergence Recovery Solutions, LLC, a Texas limited liability company ("Agency") and the City of Windcrest ("Client").

RECITALS

WHEREAS, Client may have delinquent accounts which it may desire Agency to collect from time to time according to the terms and conditions set forth in this Agreement; and

WHEREAS, Agency is in the business of providing third party collection services (the "Services") with respect to various debts and obligations owed by debtors and obligors to such third parties.

AGREEMENT

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

1. Services: Agency agrees to perform the Services in accordance with the terms of this Agreement, which shall include sending letters and other communication to all individuals with warrants that have been outstanding for more than sixty-one (61) days and have been referred to Agency for collection (the "Accounts"), and to use due diligence and employ such means, methods and procedures as it, in its judgment, discretion, and experience, believes will best effect the collection of such accounts, provided such means, methods and procedures comply with Client's then current collection standards. Agency's Services and performance under this Agreement shall be in compliance with all applicable federal, state and local laws and regulations. Agency shall not: (a) harass, oppress, or abuse an Account debtor, the executor or personal representative of the Account debtor's estate, or the Account debtor's relatives in the collection of Accounts; (b) use any false, deceptive or misleading representation in connection therewith; or (c) use an unfair or unconscionable means to collect such Accounts.

2. Accounts.

a. In addition to the definition above, "Accounts" shall have the meaning set forth in Texas Code of Criminal Procedure, Chapter 103, Article 103.0031 (1)

b. Client shall be required to refer all Accounts to Agency for Agency's performance of the Services.

c. Accounts do not include, and Agency is not due any Collection Fee (as defined below) on, any account balances for cases that have been dismissed or to any account that has been satisfied via a time served credit or community service. However, Collection Fees may be applied to any Account balance after time served credits if such Account balance is more than sixty (60) days past due.

3. A debt is considered more than sixty (60) days past due if it is unpaid on the 61st day after the date the accused is ordered to appear in the applicable court of jurisdiction.

4. Collection Procedure: With respect to each Account placed by Client with Agency for collection, Agency shall use its best efforts to collect the unpaid principal balance(s), accrued interest and any costs or fees, and otherwise perform the Services in accordance with applicable law. Agency represents to Client that its collection procedures shall consist of sending letters and other communications, as well as those other methods listed on Exhibit A attached hereto. The agency will consult with the Client during the creation of the aforementioned scripts and letters. If Agency is unable to contact an Account debtor, or if an Account debtor is unwilling to make acceptable payment arrangements with the Agency within three (3) years of Client's placement of such Account with Agency, then the Agency shall promptly return the Account to Client, together with all updated information which Agency has obtained on the Account debtor. During the Term of this Agreement, Client may withdraw or recall individual Accounts from Agency at any time, and Agency agrees that upon notification of an Account recall it shall immediately cease all collection efforts with regard to that Account.

5. Dispute Resolution. If an Account debtor disputes any collections claims made by Agency in connection with the Services, Agency will follow the requirements set forth on Exhibit B attached hereto with respect to the handling of such dispute, and will otherwise act in accordance with all applicable laws, rules and regulations.

6. StreetCred Software.

a. Subscription. Agency has previously entered into a licensing arrangement with StreetCred Software, Inc. ("StreetCred") for the StreetCred proprietary StreetCred software product, which provides data analysis, assistance and managements services to assist in safely locating individuals with outstanding warrants (the "Software"). Agency acknowledges that Client will utilize the Software to assist with its collection services (the "Purpose"). Therefore, subject to the terms of this Agreement and the terms and conditions set forth in Appendix A, "Subscription Agreement", Client hereby subscribes to use the Software via a web browser and Agency covenants to host and make the Software available for use by Client, subject to downtime for maintenance and Force Majeure Events (defined below). Agency hereby grants to Client, and Client accepts, a limited, non-exclusive, non-transferable, subscription to access and use the Software in the geographic location of Windrest, Texas in connection with the Purpose and subject to the terms and conditions. The rights granted in this Section 6(a) do not permit Client to do any of the following:

i. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the Software;

ii. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the Software, in whole or in part, to or by any third party without Agency's prior written consent;

iii. Modify, enhance, improve or otherwise create derivative works in and to the Software; or

iv. Cause or permit any change to be made to the Software.

b. *Ownership.* Client acknowledges and agrees that:

i. All right, title and ownership interests in and to the Software, including all intellectual property rights therein, will at all times remain with Agency or StreetCred, and that to the extent Client is deemed to own any right or interest in and to such Software or any modifications, enhancements, derivative works or modifications thereto, Client hereby assigns all such rights to Agency and will take all necessary actions in the future to assign any such rights to Agency; and

ii. the Software contains confidential and proprietary trade secrets of Agency and StreetCred which are protected by law and are of substantial value to Agency and StreetCred, and that Client will not take any actions that may impair or otherwise harm Agency's or StreetCred's rights therein.

c. *Maintenance.* The software and any hardware on which the software operates shall be maintained by the Agency or StreetCred at its sole expense.

d. Client shall remain responsible for procuring all other software, hardware and services necessary for the operation and connectivity of the Software, including for the procurement and operation of TLETS and any other similar product or service. Client shall remain responsible for maintaining the security of its account, including its username and password, and shall not disclose it to any third party except as authorized herein. Agency will not be responsible or liable for any loss or damage caused by Client's failure to comply with its security obligation. Client remains responsible for all activity occurring under its accounts, and shall notify Agency immediately of any unauthorized use of any password or account or any other known or suspected breach of security.

e. Client further agrees not to challenge Agency's or StreetCred's ownership rights in and to the Software. Client acknowledges that its rights in and to the Software may not be assigned or otherwise transferred for any reason without the prior written consent of Agency; nor may the Software be used by Client in a service bureau or like capacity to provide collection services to any other person or entity, governmental or non-governmental.

7. Proprietary Rights: All Accounts placed by Client with Agency shall continue to be the exclusive property of Client and are placed with Agency for the sole purpose of collection on behalf of Client. Agency shall acquire no rights or interest in any account(s) placed by Client with Agency except those limited rights to receive the Collection Fee hereunder and to otherwise perform the Services in accordance with the terms of this Agreement.

8. Records: Each party shall maintain all necessary and appropriate books, records, and files with respect to any Accounts as are customary in the industry in accordance with industry standards and all applicable laws.

9. Consideration.

a. Client agrees to add on to all amounts owed on an Account an amount, designated as a collection fee, equal to thirty percent (30%) of the total amount due on the Account (the "Collection Fee"), as permitted pursuant to Texas Code of Criminal Procedure Section 103.0031(b) and (c). In consideration of Agency's performance under this Agreement, and except as otherwise provided herein, Client agrees to pay to Agency such Collection Fee for each Account balance that is collected by Client. For purposes of clarification, Agency shall be paid the Collection Fee on all Accounts.

b. To the extent that Client collects less than the original amount of the Account from the Account debtor due to a reduction, by the court, in the fines and/or fees owed, then the Collection Fee owed to Agency shall be reduced proportionately so that the total Collection Fee due to Agency represents thirty percent (30%) of the amount of the Account actually collected.

c. Within five (5) days after the end of each month, Client may provide to Agency a statement regarding collections during the previous month on all Accounts. If a discrepancy exists between the invoice issued by the Agency and the Client record, the Client record shall prevail. Such statement shall contain a summary of the Accounts, and the amounts collected on said Accounts during the previous month.

d. All Collection Fees shall be remitted to Agency with the Statement within 30 days of receipt of the invoice. Any amount not paid when due shall thereafter bear interest until paid at a rate equal to the lesser of one and one half percent (1 ½%) per month or the maximum rate allowed by applicable law. Each party shall have the right to suspend further performance under this Agreement should the other party default in the payment of any undisputed sum due. All amounts due shall be paid in United States currency.

e. For purposes of clarification, no Collection Fee shall be collected by Client or paid to Agency for any Account that occurred prior to Sept. 1, 1997.

10. Independent Contractor: The parties acknowledge and agree that Agency shall furnish services under this Agreement as an independent contractor and not as an employee, agent or partner of Client. The parties acknowledge and agree that all persons employed by Agency are employees of Agency and not employees of Client. Agency may freely select its employees and may freely assign, transfer or terminate the employment of any employee engaged in the services described herein. Agency further agrees to honor a request by Client to remove any Agency employee from participation in the services described herein should Client deem such employee's conduct detrimental.

11. Agency Representations; Covenants and Warranties: Agency represents, warrants and covenants to Client that:

a. Agency is a limited liability company duly organized, validly existing and in good standing in the State of Texas;

b. Agency has the corporate power to execute, deliver and carry out this Agreement and its management has duly authorized and approved the terms and

conditions of this agreement and this agreement constitutes the valid and binding obligation of Agency, enforceable in accordance with its terms;

c. Agency is duly licensed, bonded and insured as may be required in the jurisdiction(s) where the Services hereunder will be performed and other applicable law;

d. All collection efforts by Agency, its agents and employees shall be provided by properly licensed and trained personnel and done in a lawful manner that is consistent with and in full compliance with Client's then current collection standards, as well as all applicable state and federal laws and regulations; and

e. Agency, its employees, agents, and representatives will use the information obtained from the Client only for the purpose of collecting the Accounts assigned to it by the Client and in all cases will preserve the confidentiality of such information, with the exception of public records.

12. Client Representations; Covenants and Warranties: Client represents, warrants and covenants to Agency that:

a. Client will be the owner of all Accounts placed with Agency.

b. The information regarding any Account provided by Client to Agency will be prepared in good faith based upon the Client's books and records.

c. Client is authorized to enter into this Agreement.

d. Client will provide Agency with any reasonable supplemental information within its possession that Client deems appropriate to facilitate the collection of any Account placed with the Agency by Client.

13. Indemnity. As permitted by Texas law, each party shall indemnify, defend and hold harmless the other from all liability, claims, demands, causes of action, judgments, costs, expenses, and all losses and damages or bodily injury, death and property damage that result from the indemnifying party's (a) fraudulent, criminal or willful acts of misconduct or its reckless or negligent acts or omissions in the performance of its duties under this Agreement, or (b) breach of any provision, representation or warranty under this Agreement.

14. Limitation of Liability. Regardless of whether any remedy set forth herein fails in its essential purpose or otherwise, unless a party hereto is required to indemnify one or more other parties hereunder for the following items that must be paid to a third party, in no instance will either party be liable for any direct, incidental, consequential, punitive or other special damages arising out of or relating to this Agreement, including damages arising out of a tort, action for breach of contract, negligence, strict liability or breach of warranty, even if the indemnifying party has been advised of the possibility of such damages.

15. Warranty. Except as otherwise expressly provided herein, neither party makes any warranties or representations to the other party or to any other person or entity as to the performance or quality of the Services provided hereunder. Neither Party shall provide any third

party with separate and additional warranties for the Services which are not otherwise provided under this Agreement. If either Party provides such warranties in violation of the immediately preceding sentence, the other Party shall not be bound by such additional warranties, which shall be the sole and exclusive obligation of the Party providing such addition, and the warranting Party shall indemnify the non-warranting Party against liabilities associated with such warranties. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, ARE HEREBY DISCLAIMED BY EACH PARTY.**

16. Term; Termination:

a. This Agreement shall commence on the Effective Date and shall remain in effect for a period of one (1) year from the Effective Date (the "Initial Term"). This Agreement shall automatically renew for additional one (1) year periods (each a "Renewal Term" and collectively, with the Initial Term, the "Term"), unless either party provides the other party with written notice of its intention not to renew the Agreement within thirty (30) days of the expiration of the then-current Initial Term or Renewal Term.

b. This Agreement may be terminated at any time by either party and for any reason on thirty (30) days' written notice to the other party. Further, either party may immediately terminate this Agreement as follows:

i. For any material breach or default of this Agreement by the other party which has not been cured within thirty (30) days after the delivery of written notice thereof to the party alleged to be in breach, specifying with particularity the condition, act, omission or course of conduct asserted to constitute such material breach;

ii. If the other party files or has filed against it a petition in bankruptcy or for reorganization, or is adjudicated bankrupt, or becomes insolvent, or makes an assignment for the benefit of its creditors, or suffers the appointment of a receiver for any of its assets, or discontinues its business; or

iii. If required by law or by any rule, regulation, order, decree, judgment or other act of any governmental authority.

c. Upon notice of termination by either party, Agency shall promptly return all of Client's Accounts, together with Account documentation. **[Client shall not be responsible for any further Fee payment to Agency on a terminated Account under Section 8 above unless Agency has received full or approved partial payment on an Account on or before the 5th calendar day after the date of the terminated request, in which case full reimbursement shall be due from Client in accordance with Section above.]**

17. Confidentiality: Each party (the "Disclosing Party") may provide the other party hereto (the "Receiving Party") with certain confidential and proprietary information ("Confidential

Information"). Confidential Information includes the Software and all relevant documentation and code, personal information related to Accounts, as well as all information that is marked "confidential" or "proprietary" (or with words of similar import) and any information that is orally disclosed, identified as confidential at the time of disclosure and confirmed in writing as being confidential within thirty (30) days thereafter. Confidential Information does not include information that (a) is publicly known at the time of its disclosure; (b) is lawfully received by the Receiving Party from a third party not under an obligation of confidentiality to the Disclosing Party; (c) is published or otherwise made known to the public by the Disclosing Party; or (d) was generated independently by the Receiving Party before disclosure by the Disclosing Party. The Receiving Party will refrain from using the Disclosing Party's Confidential Information except to the extent necessary to perform its obligations under this Agreement. The Receiving Party will likewise restrict its disclosure of the Disclosing Party's Confidential Information to those who have an absolute need to know such Confidential Information in order for the Receiving Party to perform its obligations under this Agreement. Such persons will be informed of and will agree to the provisions of this Section 17 and the Receiving Party will remain responsible for any unauthorized use or disclosure of the Confidential Information by any of them. The above-described nondisclosure obligations shall be in effect during the Term and for a period of 2 years thereafter; provided, however, that to the extent Confidential Information constitutes trade secrets under applicable law, then the nondisclosure obligations shall be in effect for so long as such Confidential Information shall be considered trade secrets under applicable law. Further, the Receiving Party may disclose Confidential Information if required or requested to do so by a governmental agency, a court or administrative subpoena, an order or other legal process or requirement of law, or in order to defend its rights hereunder. If so requested or required, the Receiving Party shall (x) first notify the Disclosing Party of such request, requirement or proposal for use in defense; (y) in the case of a required disclosure, furnish only such portion of the Confidential Information as it is advised in writing by counsel that it is legally required to disclose; and (z) cooperate with the Disclosing Party in its efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to that portion of the Confidential Information that is required to be disclosed. Upon the termination of this Agreement, each Receiving Party shall return all Confidential Information of the Disclosing Party which is in its possession or under its control. The provisions of this Section 17 shall survive termination of this Agreement.

18. Notices: All notices, requests demands or other routine communications to shall be in writing and shall be deemed to have been given if hand delivered or mailed first class postage prepaid to the following address or to such other address of which notice has been given as provided below:

- a) If to Client send to:

City of Windcrest
8601 Midcrown Dr.
Windcrest, TX 78239

If to Agency send to:

Convergence Recovery Solutions LLC
420 N. Carroll Ave, Suite 120
Southlake, TX 76092

19. Force Majeure. Neither party shall be liable for damages under this Agreement for a delay or failure in its performance of any obligation (except the obligation to make payments when due) under this Agreement as a result of causes beyond its reasonable control, including acts of God, fire, riots, acts of war, terrorism, labor disputes, lockouts, embargoes, insurrection, riots, inability to obtain materials or labor due to governmental acts, rules, regulations or directives, utility or communication interruptions, transportation delays, power failure, computer failure, breakdown of machinery, accidents, fires, floods or other natural disasters (each a "Force Majeure Event"). Upon the giving of prompt written notice to the other party of a Force Majeure Event, the time of performance by the party so affected shall be extended to the extent and for the period that its performance of said obligations is prevented by such cause; provided, however, that if such delay or failure in performance continues for more than ninety (90) consecutive days, the other party shall have the right to terminate this Agreement upon written notice to the affected party.

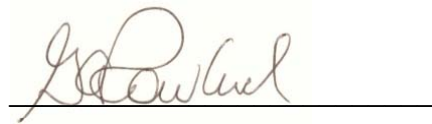
20. Miscellaneous: This Agreement shall be governed by and construed under the laws of the State of Texas without giving effect to conflicts of laws principles thereof. The parties hereby agree and consent to the exclusive jurisdiction of any state or federal court sitting in Bexar County, Texas (if federal jurisdiction exists) with respect to all matters relating to this Agreement, waive all objections based on lack of venue and forum non conveniens, and irrevocably consent to the personal jurisdiction of all such courts. The waiver of any default or condition shall not constitute the waiver of any other default or condition or the same default or condition on a different occasion. This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the parties hereto; provided, however, that this Agreement may not be assigned by either party without the express prior written consent of the other party. No amendment or modification shall be binding or completed without the written consent of both parties to this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original and all which together shall constitute one and the same instrument. Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other provision of this Agreement. As of the date first written above, this Agreement supersedes any and all previous agreements between the parties and all accounts being held by Agency as of the date of this Agreement shall be governed by and administered in accordance with terms of this Agreement. The paragraph headings contained herein are for the convenience of the parties only and shall not be deemed a part of this Agreement. The words "or" and "nor" are inclusive and include "and". "Including" means "including without limitation" and does not limit the preceding words or terms. The singular shall include the plural and vice versa. References to "Sections", "Subsections" or "Exhibits" shall mean the Sections of this Agreement, Subsections of this Agreement or Exhibits attached to this Agreement, unless otherwise expressly indicated. The headings or titles preceding the text of the Sections or Subsections are inserted solely for convenience of reference, and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction or effect of this Agreement. Each party will from time to time during

and after the Term, upon every reasonable request and at the cost of the other party, execute documents and do all further assurances and things for the purpose of giving full effect to the terms and conditions of this Agreement. The provisions of this Agreement that will not be fully performed during the term of this Agreement, including Sections 5, 6(a), 6(b), 6(e), 8, 9, 12-19 and this Section 20, shall survive the termination of this Agreement to the extent applicable.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Convergence Recovery Solutions,
LLC, a Texas limited liability company

City of Windcrest, TX
Municipal Court

A handwritten signature in brown ink, appearing to read "G. Rowland", is written over a horizontal line.A solid horizontal line intended for a signature.

By: Gregg Rowland

By:

Title: Chief Operating Officer

Title:

EXHIBIT A

SERVICES

In addition to the provision to Client by Agency of StreetCred software, Agency shall conduct traditional Third Party Collection Agent services in accordance with industry practices, including but not limited to performing work and research to determine where commercially reasonably possible the correct and updated address of accounts, sending demand letters to accounts and engaging in telephone collection attempts consistent with the Texas Debt Collection Practices Act ("TDCPA") and the Fair Debt Collection Practices Act (FDCPA).

EXHIBIT B

Dispute Resolution Process

Agency will adhere to the following dispute resolution process for addressing any disputes issued by an Account debtor with respect to an Account or services performed by Agency in connection therewith:

- Agency must make a written record of the dispute.
- Agency shall cease debt collection services while investigating the correct amount of the debt owed.
- Agency shall send a written statement to the complainant within 30 days which (a) denies the inaccuracy, (b) admits the inaccuracy, or (c) provides that the Agency has not had sufficient time to complete an investigation of the alleged inaccuracy.
- If in the letter above, the inaccuracy is admitted, Agency must, within 5 business days of the admission, correct the inaccuracy in the file and cease collection of the portion of the debt that was inaccurate and correct the inaccurate information in any reports that were shared with others
- If the Agency states in the letter that there was insufficient time for the investigation, then:
 - o the Agency must change the information (contradiction/amount of debt) per the individual's initial dispute;
 - o Within 5 business days, correct the inaccurate information in any reports that were shared with others; and
 - o Cease collection efforts.
- If after investigation the Agency determines that the information was accurate, the Agency may again report the information and resume collection efforts.

APPENDIX A:

SUBSCRIPTION AGREEMENT

THIS SUBSCRIPTION AGREEMENT (this "Agreement") is made and entered into by and between STREETCRED SOFTWARE, INC., a Delaware corporation ("StreetCred"), and The City of Windcrest ("Customer").

RECITALS:

A. StreetCred is an information technology company that provides services to customers such as those described in this Agreement.

B. Customer desires to obtain from StreetCred, and StreetCred desires to provide to Customer, certain information technology services during the term of, and subject to the terms and conditions of, this Agreement.

AGREEMENTS:

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. DEFINITIONS. The following terms, when used in this Agreement with initial capital letters, have the meanings ascribed to such terms in this Section 1.

1.1 "API" means application programming interface, an interface or "go-between" that enables a software program to interact with other software.

1.2 "Available" means, with respect to the StreetCred Application, that Customer is able to log in to the StreetCred Application and view the fugitives main page.

1.3 "Business Day" means a day other than a Saturday, Sunday, or day on which banking institutions in Bexar County, Texas, are authorized or required by law or executive order to be closed.

1.4 "Customer Network" means the network of Customer's computers and other hardware components interconnected by communication channels that allow sharing of resources and information.

1.5 "Customer Repositories" means those applications, data stores, or data repositories owned by, subscribed to, or licensed to Customer, that are listed on Exhibit B attached to this Agreement.

1.6 "Effective Date" means the effective date listed in the Contract.

1.7 "Force Majeure" means acts or omissions beyond the reasonable control of the party in question, including but not limited to delays or failures due to acts of God, natural

disasters, acts of civil or military authority, fire, flood, earthquake, strikes, wars, or utility disruptions (shortage of power).

1.8 “FTP” means file transfer protocol, a standard network protocol used to transfer files from one host or to another host over a TCP-based network, such as the internet.

1.9 “Identity Theft Enforcement and Protection Act” means Chapter 521, Subtitle B, Title 11 of the Texas Business and Commerce Code.

1.10 “Intellectual Property Rights” means all trademark, trade name, trade secret, copyright, or patent rights, moral rights, and other proprietary rights throughout the world.

1.11 “Law Enforcement Sensitive/FOUO Data” means data, information, or records from law enforcement systems or servers; data which is provided to law enforcement exclusively for investigative or confidential purposes by law enforcement officers; and “PII” or “SPI”. Law Enforcement Sensitive/FOUO Data does not include Public Data.

1.12 “PII” means “personal identifying information” as defined in the Identity Theft Enforcement and Protection Act.

1.13 “Public Data” means any information which may be accessed by the general public, including but not limited to unclassified documents and court records, but specifically excluding PII and SPI.

1.14 “Reports” means data reports generated by the StreetCred Application that contain the results of the analysis performed by the StreetCred Application.

1.15 “Service Hours” means, unless otherwise noted, the hours of 8 a.m. to 5 p.m. Central time, on Business Days.

1.16 “Service Order” means that certain Service Order attached as Addendum A to this Agreement, if any.

1.17 “Services” means the services provided by StreetCred to Customer, as set forth in this Agreement and in the Service Order.

1.18 “Software” means software programs, including supporting documentation and online help facilities. Software includes applications software programs and operating systems software programs.

1.19 “SPI” means “sensitive personal information” as defined in the Identity Theft Enforcement and Protection Act.

1.20 “SQL” means structured query language, a special-purpose programming language designed for managing data in relational database management systems.

1.21 “SQL View” means a virtual table based on the result-set of an SQL statement.

1.22 “StreetCred Application” means an intranet-only, web-based application that provides Customer with: (a) warrant and fugitive data analysis; (b) geospatial visualization of the location of fugitives; (c) stack-ranking analysis and scoring that represents the priority of arrest warrants to be served by Customer; (d) workflow planning and management; (e) notes, reminders, and collaboration between law enforcement officers with respect to fugitive cases; and (f) reporting on data associated with Customer’s warrant program.

1.23 “StreetCred Server” means a proprietary computer appliance which resides within the Customer Network.

1.24 “Term” means the term of this Agreement, commencing on the Effective Date and ending on the anniversary of the Effective Date, unless earlier terminated as provided herein.

2. SERVICES; RIGHTS; LICENSES.

2.1 Provision of Services. Subject to the terms and conditions of this Agreement, during the Term, StreetCred will provide to Customer the Services.

2.2 Grant of Access. To facilitate StreetCred’s provision of the Services, Customer hereby grants StreetCred the right to access, aggregate, assess, test, and synthesize all data residing in Customer Repositories. Customer represents that it is the owner of such data or otherwise has the authority to permit StreetCred to access, aggregate, test, assess, and synthesize such data.

2.3 Limited License and Use Restrictions. Subject to the terms of this Agreement, StreetCred grants Customer a limited license to access and use the StreetCred Application. Customer shall not: (i) copy or otherwise reproduce, whether in whole or in part, the StreetCred Application or Software associated therewith; (ii) modify or create any derivative work of the StreetCred Application or Software associated therewith; (iii) sell, rent, loan, license, sublicense, distribute, assign, or otherwise transfer the StreetCred Application and Software associated therewith; (iv) cause or permit the disassembly, decompilation, or reverse engineering of the StreetCred Application or Software or hardware associated therewith or otherwise attempt to gain access to the source code to the StreetCred Application or Software associated therewith; or (v) cause or permit any third party to do any of the foregoing.

2.4 Reservation of Rights. Each party reserves all rights not expressly granted in this Agreement and no licenses are granted by either party to the other party under this Agreement, whether by implication, estoppel, or otherwise, except as expressly stated in this Agreement. StreetCred owns and retains all right, title, and interest (including all Intellectual Property Rights) in and to the StreetCred Application, the StreetCred Server, the Services, and associated Software and materials, including any modifications or improvements thereof, and to all data generated in performing the Services. StreetCred hereby grants Customer a perpetual, royalty-free right and license to use the data contained in the Reports for any legal purpose. StreetCred reserves the right to use and disclose the underlying data used to generate the Reports in an aggregate format, provided that Law Enforcement Sensitive/FOUO Data cannot be identified or derived.

3. CUSTOMER OBLIGATIONS.

3.1 Technical Facilities. Customer, at Customer's cost, shall provide to StreetCred such technical facilities as StreetCred requires to operate the StreetCred Server, including but not limited to rack space/floor space, conditioned electrical connectivity and sufficient broadband (greater than 1.5Mb/s synchronous) internet and intranet (at least 10Mb/s) connectivity, and static local internet protocol (IP) address for the proper functioning of the StreetCred Server as reasonably required for similar information technology resources. Further technical requirements necessary to deploy the StreetCred Server are set forth on Exhibit A attached to this Agreement.

3.2 Access to Customer Data. Customer shall provide StreetCred with user name, password, and authentication information to enable StreetCred to access the Customer Repositories. Customer is responsible for providing all configuration data (hostnames, user accounts, etc.) necessary for the proper functioning of the StreetCred Application. Failure to provide configuration data does not release Customer from any responsibility under this Agreement. Customer shall be responsible to pay all licensing and other fees associated with Application Programming Interface, data dictionaries, and data connection to Customer Repositories. Customer shall use best efforts to facilitate communication with any third-party providers of Customer Repositories to grant to StreetCred access to such Customer Repositories, including but not limited to access by API, FTP, secure FTP, SQL, "dumps", and SQL Views. For web-based services, Customer shall ensure that StreetCred's access and use of such Customer Repositories complies with applicable terms and conditions of use that may be posted on, linked to, or otherwise provided with, such web-based Customer Repositories, as StreetCred is accessing such Customer Repositories at Customer's behest and on the Customer's behalf.

3.3 Access to StreetCred Server and StreetCred Application. Customer shall provide StreetCred with remote access sufficient to remotely administer the StreetCred Server. Customer shall require Customer employees, vendors, agents, consultants, and independent contractors to cooperate with StreetCred where reasonably possible to ensure unfettered remote or physical access to the StreetCred Server in a reasonable amount of time to effect repairs, upgrades, or updates to the StreetCred Server and/or the StreetCred Application.

3.4 Protection of StreetCred Server. Customer shall protect the StreetCred Server using Customer's security regime, including Customer's firewall, virtual private network, and other security measures in place at the Customer Network.

3.5 Updating and Maintaining Data. Customer acknowledges and agrees that it is Customer's sole responsibility to update and maintain the data within those Customer Repositories that are under Customer's control. Customer shall be responsible for training law enforcement officers in gathering information at the time of citation to ensure the quality of information within such Customer Repositories.

3.6 Customer Use of StreetCred Application. Customer acknowledges and agrees that use of the StreetCred Application by Customer and Customer's agents, employees, and contractors is dependent upon access to telecommunications and internet services. Customer shall be solely responsible for acquiring and maintaining all telecommunications and internet services and other hardware and software required for its access and use of the

StreetCred Application, including, without limitation, any and all costs, fees, expenses, and taxes of any kind related to the foregoing. StreetCred shall not be responsible for any loss or corruption of data, lost communications, or any other loss or damage of any kind arising from any such telecommunications or internet services.

4. STREETCRED OBLIGATIONS.

4.1 StreetCred Server and Application. StreetCred shall install the StreetCred Server within the Customer Network and shall provide Customer with use of the StreetCred Application.

4.2 Service and Support. StreetCred shall provide the service and support described in Section 5 below.

4.3 Protection of Sensitive Data. At all times during the Term and thereafter, all data stored within the StreetCred Server and the StreetCred Application shall be handled, at a minimum, in accordance the provisions of the Identity Theft Enforcement and Protection Act. Such handling will include, but not be limited to, the following: encryption of all data in transit between the StreetCred Application and any authorized user accessing such data within the Customer Network, encryption of all data at rest on the StreetCred Server, and configuration consistent with information security industry best practices. Law Enforcement Sensitive/FOUO Data shall not be transmitted outside of the Customer Network. Customer acknowledges that StreetCred may perform passive routine network traffic security monitoring on the Customer Network and may advise Customer from time to time of threats detected or attempts to access the StreetCred Server via network or physical (local) access.

5. SUPPORT.

5.1 Customer Support Web Portal. Upon execution of this Agreement, StreetCred will supply Customer with a URL link to enable Customer to set up a portal password on StreetCred's customer support web portal. To contact StreetCred customer support, Customer should go first to StreetCred's customer support web portal. From the web portal, Customer will have the ability to log and track all of its service support requests. Customer will also be able to review written or video service manuals, answers to frequently asked questions, and continually updated web security information.

5.2 Other Customer Support. Other methods to reach customer support include sending an email to support@StreetCredsoftware.com or calling (817) 989-6298 during Service Hours.

5.3 System Upgrades. There are no charges for updates, upgrades, or feature enhancements to the StreetCred Application, with the exception of those enhancements specifically build or designed for Customer, which will be charged separately. StreetCred may periodically schedule a maintenance window for upgrades to the StreetCred Application. StreetCred will use commercially reasonable efforts to inform Customer of the date, time, and duration of such maintenance windows at least twenty-four (24) hours in advance of the commencement of such maintenance. In scheduling maintenance windows, StreetCred will take into consideration minimizing the disruption to Customer's use of the StreetCred Application.

5.4 CUSTOMER COVENANT. CUSTOMER ACKNOWLEDGES AND AGREES THAT IT WILL NOT ALLOW OR CAUSE ANY PERSON OTHER THAN AN EMPLOYEE OR AGENT ACTING ON BEHALF OF STREETCRED TO PERFORM ANY WORK, MAINTENANCE, EXAMINATION OF, OR CHANGES TO THE STREETCRED SERVER OR RELATED HARDWARE. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT ANY SUCH ACTIVITY, OR IN ANY WAY OPENING OR ACCESSING THE STREETCRED SERVER SHALL RESULT IN A ONE-TIME CHARGE TO THE COMPANY OF \$1,000, PAYABLE ON STREETCRED'S DEMAND.

6. TERMINATION. At any time during the course of this Agreement, either party may terminate this Agreement immediately if the other party fails to cure a material breach of this Agreement within fifteen (15) days after receipt of written notice thereof, provided that an additional fifteen (15) day cure period has passed without cure by the party which has materially breached. Either party may terminate this agreement with 30 days written notice provided to the other respective party.

7. DISCLAIMERS.

7.1 Nature of Reports and Findings. The prioritization of warrants produced by the StreetCred Application represents an estimate of the relative ease of locating a given fugitive and, where relevant, the relative ability of the fugitive to pay outstanding fines. The Reports, including but not limited to scores and prioritizations, are not fact, but rather analysis generated by the StreetCred Application for use by law enforcement officers and personnel in their work. The StreetCred Application derives information from Customer systems and Customer Repositories, and from a variety of proprietary, open-source, and commercial sources which may vary from time to time without notice to Customer. The StreetCred Application uses StreetCred proprietary methods which may vary from time to time without notice to Customer. Reports, data, and other information generated by the StreetCred Application are based on information gathered from within Customer systems and Customer Repositories, aggregated with and correlated with items identified in the open-source internet and do not constitute actual legal evidence. The Reports may be used to provide leads, present background information, context, and disclosures, and are a collection of information that may be of value to the Customer. Information contained in Reports may be considered valuable, but should not be considered reliable or factual unless properly validated. The conclusion of fact is only made when data are confirmed by vetting and authentication. Findings stated in the Reports do not equate to facts and do not independently confirm actus reus (criminal act) or mens rea (intent/knowledge) of a subject or person(s) in question.

7.2 NO IMPLIED OR EXPLICIT AUTHORITY TO ARREST. FUGITIVE AND WARRANT INFORMATION CONTAINED AND DISPLAYED WITHIN THE STREETCRED APPLICATION IS PROVIDED FOR THE CONVENIENCE AND FURTHER EXAMINATION BY CUSTOMER. NO STREETCRED SCORE, REPORT, DATA OR OTHER INFORMATION GENERATED BY THE STREETCRED APPLICATION SHALL BE RELIED UPON BY AGENTS OR OFFICERS OF CUSTOMER AS AUTHORITY TO ARREST UNDER LOCAL, COUNTY, STATE OR FEDERAL LAW. CUSTOMER ACKNOWLEDGES AND AGREES THAT ALL WARRANTS SHALL BE SEPARATELY CONFIRMED BY ALL USERS WITH THE COURT OF RECORD FOR ANY WARRANT, AND THAT CUSTOMER SHALL PROVIDE SPECIFIC GUIDANCE, POLICY AND TRAINING FOR ITS AGENTS AND OFFICERS IN THIS RESPECT.

7.3 DISCLAIMER OF WARRANTY. STREETCRED PROVIDES THE STREETCRED SERVER AND THE STREETCRED APPLICATION "AS IS" AND MAKES NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE STREETCRED SERVER, THE STREETCRED APPLICATION, REPORTS OR ANY OTHER RELATED DATA OBTAINED FROM THE STREETCRED APPLICATION, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF ACCURACY, RELIABILITY, USEFULNESS, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, TITLE OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY CONDITION OR WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES IN CERTAIN CIRCUMSTANCES. ACCORDINGLY, SOME OF THE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY.

8. LIMITATION OF LIABILITY. IN NO EVENT SHALL STREETCRED HAVE ANY LIABILITY TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR ANY LOST OPPORTUNITY, DATA, OR PROFITS, OR THE COSTS OF PROCUREMENT OR SUBSTITUTE GOODS OR SERVICES, ARISING OUT OF THIS AGREEMENT, OR ANY EXHIBIT, SERVICE ORDER, SCHEDULE OR ADDENDUM THERETO, UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY (INCLUDING NEGLIGENCE OR OTHER TORT), WHETHER OR NOT STREETCRED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL STREETCRED'S AGGREGATE LIABILITY HEREUNDER FOR ANY CAUSE OF ACTION OR THEORY OF LIABILITY EXCEED THE AMOUNTS PAID BY CUSTOMER TO STREETCRED HEREUNDER DURING THE PRECEDING SIX-MONTH PERIOD PRIOR TO THE DATE THE CAUSE OF ACTION AROSE. THESE LIMITATIONS ARE AN ESSENTIAL BASIS OF THE BARGAIN AND SHALL APPLY NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY.

9. CONFIDENTIALITY.

9.1 Definition of Confidential Information. By virtue of this Agreement, the parties may have access to each other's Confidential Information. "Confidential Information," as used in this Agreement, means any written, machine-reproducible and/or visual materials that are clearly labeled as proprietary, confidential, or with words of similar meaning, and all information that is orally or visually disclosed, if not so marked, if it is identified as proprietary or confidential at the time of its disclosure or in a writing provided within thirty (30) days after disclosure. Confidential Information does not include information that: (a) is now, or hereafter becomes, through no act or failure to act on the part of the receiving party, generally known or available to the public; (b) was acquired by the receiving party before receiving such information from the disclosing party and without restriction as to use or disclosure; (c) is hereafter rightfully furnished to the receiving party by a third party, without restriction as to use or disclosure; or (d) is information which the receiving party can document was independently developed by the receiving party without use of the disclosing party's Confidential Information.

9.2 Use of Confidential Information. Neither party shall disclose any of the other party's Confidential Information to any third party or use such Confidential Information for any purpose other than to (i) perform its obligations or exercise its rights under this Agreement;

or (ii) as otherwise required by law. Each party shall use the same measures to protect the Confidential Information of the other party as it uses with respect to its own confidential information of like importance, but in no event shall it use less than reasonable care, including, instructing its employees, vendors, agents, consultants and independent contractors of the foregoing and requiring them to be bound by appropriate confidentiality agreements. If a party is required to disclose by law Confidential Information of the other party, such party shall use best efforts to give the other party reasonable advance notice of such required disclosure. StreetCred reserves the right to disclose the terms and conditions of this Agreement, in confidence, (a) to accountants, banks, and financing sources and its advisors for the purpose of securing financing; (b) in connection with an actual or proposed merger or acquisition or similar transaction. Upon termination or expiration of this Agreement the receiving party will promptly return to the disclosing party or destroy, at the disclosing party's option, all tangible items containing or consisting of the disclosing party's Confidential Information.

10. NOTICES. Any notice given in connection with this Agreement that is required to be in writing must be given by personal delivery, overnight delivery, confirmed facsimile, or United States certified or registered mail with postage prepaid and return receipt requested, addressed to StreetCred or Customer at the addresses set forth on the Service Order. Notice is deemed to have been given on the date the notice is delivered by personal delivery or by confirmed facsimile or on the date the notice is deposited with an overnight delivery service or in the United States mail. Notice is deemed to have been received on the date the notice is actually received or delivery is refused.

11. GENERAL.

11.1 Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations and understandings between the parties regarding the subject matter hereof. Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived, only by a writing signed by the parties to be bound.

11.2 Severability. If any provision of this Agreement or any portion of any provision of this Agreement is determined to be invalid, illegal or unenforceable, the invalidity, illegality or unenforceability may not alter the remaining portion of such provision, or any other provision of this Agreement, as each provision of this Agreement is deemed severable from all other provisions of this Agreement.

11.3 Additional Acts. The parties agree to execute promptly all other documents and perform all other acts as may be reasonably necessary to carry out the purpose and intent of this Agreement.

11.4 Business Days. If this Agreement requires any act to be done or action to be taken on a date which is not a Business Day, that act or action will be deemed to have been validly done or taken if done or taken on the next succeeding Business Day.

11.5 Headings. All headings herein are not to be considered in the construction or interpretation of any provision of this Agreement.

11.6 Relationship of Parties. The parties are independent contractors, and neither party will have the power to bind the other or to incur obligations on the other's behalf without such other party's prior written consent.

11.7 Waiver. Failure of either party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right, or privilege.

11.8 Assignment. This Agreement shall inure to the benefit of and be binding on the respective successors and assigns of the parties. Neither party may assign this Agreement without prior written consent of the other party, except that StreetCred may assign this Agreement to any successor to substantially all of its business or assets to which this Agreement relates. StreetCred shall provide written notice to the client if such an assignment is made.

11.9 Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas, without reference to its conflict of laws principles. The parties consent to exclusive jurisdiction and venue in state and federal courts sitting in and for Bexar County, Texas.

11.10 Injunctive Relief. Each party reserves the right to seek injunctive relief due to the other party's actual or threatened breach of this Agreement.

11.11 Force Majeure. Neither party will be liable for delays or failure to perform under this Agreement if due to Force Majeure.

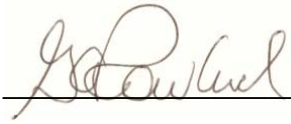
11.12 Survival. The following provisions shall survive the termination or expiration of this Agreement: Section 2.4, Section 6, Section 7, and Section 9.

11.13 Construction. This Agreement is the result of negotiations between the parties, neither of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions of this Agreement must be construed in accordance with their usual and customary meanings. The parties hereby waive the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the executed Agreement or any earlier draft of this Agreement.

11.14 Counterparts/Facsimile. This Agreement may be executed in counterparts, each of which is deemed an original but all of which constitute one and the same instrument. The signature pages may be detached from each counterpart and combined into one instrument. This Agreement may be signed and delivered by facsimile (fax or email) which shall be effective as an original.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

STREETCRED SOFTWARE, INC

A handwritten signature in brown ink, appearing to read "Gregg Rowland", is written over a horizontal line.

By: Gregg Rowland

Title: Chief Operating Officer

City of Windcrest, Bexar County (Customer)

By:

Title:

EXHIBIT A

TECHNICAL REQUIREMENTS

Customer shall provide, at its own expense:

- Rack space for a full-sized, 1U appliance, 110V, 60Hz conditioned AC power
- Intranet connection equal to or greater than 5MB/s
- Internet connection equal to or greater than 1.5MB/s
- Permission; network configuration to permit of SSH connection between StreetCred server and StreetCred Data Center, directing that SSH connection may address only the StreetCred Server
- Assignment of a static IP address within the Customer data center
- Permission and configuration of connection between StreetCred server and such repositories as required (See Exhibit B)
- Credentials to such repositories as set forth in Exhibit B
- Physical security with respect to access to the Customer Data Center
- Physical security with respect to the security of the StreetCred Server with the exception that access shall be granted by StreetCred to Customer to power down, disconnect from Customer Network or otherwise isolate the StreetCred Server in the case of a network outage or saturation that Customer
 - a. Reasonably believes has been caused by the StreetCred Server; and
 - b. StreetCred has not responded to Customer support request within a reasonable period (no less than 15 minutes)

EXHIBIT B

CUSTOMER REPOSITORIES

Customer shall provide to StreetCred access to court records of warrants and citations including full text of warrant and the underlying citation and violations, including “Failure to Appear” and “Violate promise to Appear” data from within Tyler InCode, in a machine readable format to be provided by Customer. Such data shall be provided so as to include at a minimum the following Tyler tables/files:

'ctname' (Names)

'ctvehl' (Vehicles)

'ctcite' (Citations)

'ctviol' (Violations)

'ctwrnt' (Warrants)

'ctwrntv' (More Warrant data)

'ctoofc' (Officers)

'ctrcpt' (Payments and receipts)

Customer shall provide to StreetCred access to such Customer Records Management System (RMS) data by providing a read only account on the Customer's CRIMES, Spillman, OSSI or other similar system.

Customer shall provide access to such sex offender, parolee and probationer data as Customer wishes placed within the StreetCred environment. Customer shall provide these data in the form of Comma Separated Values (CSV) or SQL formatted documents, databases or views, respectively.

Customer shall provide access to such other repositories as Customer and StreetCred shall agree from time to time shall be processed and made available via the StreetCred Service.



RESOLUTION NO. 2015-569(R)

**A RESOLUTION APPROVING A COLLECTION SERVICES AGREEMENT
WITH CONVERGENCE RECOVERY SOLUTIONS, LLC FOR THIRD
PARTY COLLECTION SERVICES AND AUTHORIZING THE CITY
MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT**

WHEREAS, the City Council of the City of Windcrest finds that it would enhance the welfare and public safety of the citizens of Windcrest to enter into a third party collection service contract with Convergence Recovery Solutions, LLC; and

WHEREAS, Convergence Recovery Solutions, LLC utilizes StreetCred Software™ which is a sole source provider of a fugitive case management tool that provides predictive analytics to law enforcement.

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

1. A contract with Convergence Recovery Solutions, LLC for third party collection services is hereby approved.
2. The City Manager is authorized to negotiate and execute a contract with Convergence Recovery Solutions, LLC for such services.

DULY PASSED AND APPROVED, on the 16th day of November, 2015 at a regular meeting of the City Council of the City of Windcrest, Texas, which meeting was held in compliance with the Open Meetings Act, Tex. Gov't. Code, §551.001, et. seq. at which meeting a quorum was present and voting.

Alan Baxter, Mayor

ATTEST:

Kelly Rodriguez, City Secretary

APPROVED AS TO FORM:

Michael S. Brenan, City Attorney



RESOLUTION NO. 2015-570(R)

A RESOLUTION APPOINTING JOSHUA BROWN AS THE CHIEF OF THE
FIRE DEPARTMENT OF THE CITY OF WINDCREST

WHEREAS, Joshua Brown has served as Interim Fire Chief of the Windcrest Fire
Department; and

WHEREAS, the City Council desires to appoint Joshua Brown as permanent Chief of the
Fire Department of the City of Windcrest.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
WINDCREST, TEXAS that Joshua Brown is hereby appointed Chief of the Fire Department of
the City of Windcrest effective December ____, 2015.

PASSED and APPROVED this 7th day of December, 2015.

ALAN BAXTER, MAYOR

ATTEST:

KELLY RODRIGUEZ, CITY SECRETARY

APPROVED AS TO FORM:

MICHAEL S. BRENAN, CITY ATTORNEY

2015-570(R)



City Council Agenda Item Report

December 7, 2015

Contact – Andrew Hunt, P.E., CFM
andrew.hunt@projectcontrol.com

Resolution #: 2015-571(R)

**SUBJECT: DELIBERATION AND POSSIBLE ACTION ON A RESOLUTION
APPROVING THE PURCHASE AND INSTALLATION OF PARK LIGHT FIXTURES
AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN
AGREEMENT FOR SUCH SERVICES**

1. BACKGROUND/HISTORY

The lighting upgrades at the Autumn Sunset and Brook Falls Parks have been a part of the adopted Parks and Recreation Master Plan for a number of years. Approval would substantially enhance the safety and security of the citizens of the City of Windcrest, and improve the aesthetics of both parks. The lighting upgrades at each park have been designed by the City's electrical engineers, reviewed in detail and approved by the Parks and Recreation Commission as in compliance with the City's Parks and Recreation Master Plan.

2. FINDINGS/CURRENT ACTIVITY

There are currently a total of 14 high energy-consuming park lights located across both parks, creating large areas of dark park land at night. The existing significant dark areas create potentially unsafe conditions for residents using the park in the evening and create security hazards that the Windcrest Police Department must regularly address. This resolution would allow 46 new, energy efficient park lights to be installed, with the necessary electrical equipment, at the optimum locations to provide the illumination levels needed for pedestrian safety and security across the entirety of each park.

With approval, Graybar Electric Company Inc. would provide the turnkey purchase and installation of the lights and all electrical equipment. Services and materials by Graybar Electric Company Inc. have been competitively bid as a part of the US Communities Program, a governmental purchasing cooperative that does not charge the City of Windcrest for participation.

3. FINANCIAL IMPACT

The whole project cost is \$398,697.80, paid for over 5 years at a monthly cost of \$7,565.17 by the City of Windcrest electricity operating funds, some of which will be offset by replacing high energy lights with LED lights. This cost yields \$8,667.34 per light, which is lower than the cost-per-light for previous similar City of Windcrest lighting upgrade projects.

4. ACTION OPTIONS/RECOMMENDATION

City engineer recommends to take action on Resolution to authorize and execute contract with Greybar Electric Company, Inc. and execute financing of these improvements through a lease with Commerce Bank.

MICHAEL S. BRENAN

Attorney at Law
3707 N. St. Mary's, Suite 100
San Antonio, Texas 78212
(210) 824-0600
brenanlaw@gmail.com

December 7, 2015

Commerce Bank
8000 Forsyth Boulevard, Suite 510
St. Louis, Missouri 63105

Re: Master Lease Agreement No. 1001384 dated the Twenty-Ninth day of October, 2015 (the "Lease"),
between Commerce Bank ("Lessor") and the City of Windcrest ("Lessee").

Ladies and Gentlemen:

As legal counsel to Lessee, I have examined (a) the Lease, which, among other things, provides for the sale to and purchase by the Lessee of the Equipment, (b) an executed counterpart of the ordinance or resolution of Lessee which, among other things, authorizes Lessee to execute the Lease and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions.

Based on the foregoing, I am of the following opinions:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power.

2. Lessee has the requisite power and authority to purchase the Equipment and to execute and deliver the Lease and to perform its obligations under the Lease.

3. The Lease and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee, and the Lease is a valid and binding obligation of Lessee enforceable in accordance with its terms.

4. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state and federal laws.

5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Lease or the security interest of Lessor or its assigns, as the case may be, in the Equipment.

Furthermore, I confirm that the name of the Lessee as stated in the Lease, as City of Windcrest, is the exact legal name of the Lessee for all purposes contemplated herein.

All capitalized terms herein shall have the same meanings as in the Lease. Lessor, its successors and assigns are entitled to rely on this opinion.

Very truly yours,



Michael S. Brennan



Sent via Email: Frank.Hill@CommerceBank.com

October 29, 2015

Sarah Mangham, Municipal Finance Officer
City of Windcrest
8601 Midcrown Dr.
Windcrest, TX 78239

Re: Financing for New Lighting Retrofit

Dear Sarah:

Please find the enclosed documentation for your review and completion. An instruction sheet has been included as a guide to assist you with the process. Once you have completed and returned the required documentation to Commerce Bank the transaction can be funded. The documentation has been filled out according to the terms and amount shown on the formal proposal. If you have questions or comments please call.

Commerce Bank is listed as Lessor in this Master Lease Agreement. **For your convenience, we have listed the documentation that we require before closing:**

- ☐ *The **Master Lease Agreement** WITH ALL EXHIBITS AND ADDENDA EXECUTED CORRECTLY*
- ☐ *The **Escrow Agreement***
- ☐ *Escrow Fee Payment in the amount of **\$250.00** payable to the **Commerce Trust Company***
- ☐ ***IRS Form W-9** completed*
- ☐ ***Evidence of Insurance in form satisfactory to Lessor***

If you have any questions regarding the above documentation please feel free to contact me.

Sincerely,

David Cleveland
Municipal Documentation Administrator
david.cleveland@commercebank.com
314.746.3752

[REDACTED]

Documentation Instructions

PLEASE EXECUTE THE DOCUMENTS **IN BLUE INK** AND RETURN ALL ORIGINAL DOCUMENTS TO:

Commerce Bank c/o David Cleveland
8000 Forsyth Boulevard, Suite 510, Saint Louis, MO 63105
Call 314.746.3752 with any questions during completion

Master Lease Agreement

- ☐ The individual authorized by the Lessee should sign and date where indicated.
- ☐ Federal Tax ID # should be inserted, or confirmed if already completed.

Exhibit A - Description of Equipment

- ☐ Review and confirm the description of equipment.

Exhibit B - Stipulated Loss Value

- ☐ Authorized individual should review Schedule, then sign and date where indicated.

Lease Schedule

- ☐ Please review all payment terms and dates. Sign and date where indicated.

Delivery and Acceptance Certificate

- ☐ Authorized individual should sign and date where indicated once equipment has been delivered and accepted, and type her/his name and title below, if not already completed.

Opinion of Counsel

- ☐ The attached is a "Draft" form of the Opinion. This should be provided to your counsel along with a copy of the lease. Your Counsel should provide an original of this Opinion on their letterhead, signed and dated. The date of the Opinion should be on or after the date the lease is signed by the Lessee.

Certificate of Authority

- ☐ Certificate should be completed by the Secretary or Clerk of the Board (as Witness).
- ☐ Middle section should list all individuals authorized to sign for the Board and include the signature of all authorized signers of the Lessee (this should include any persons who will be signing forms, including payment request forms for the Escrow account).
- ☐ Bottom section should be signed by the Secretary or Clerk of the Board as Witness.

Request for Insurance

- ☐ Contact your insurance provider for a certificate of insurance naming Commerce Bank, as Loss Payee under your property damage policy, and Additional Insured under your general liability policy.

Authorization for Preauthorized Payments (if utilizing this free service)

- ☐ Please include a voided check or deposit slip.
- ☐ Please sign and date the form.

Disbursement Letter

- ☐ Verify that information is correct, then sign where indicated.

Escrow Agreement

- ☐ Authorized individual should sign where indicated.
- ☐ *The **Form of Payment Request and Acceptance Certificate** (2 pages) should be kept. Authorized individual should sign and submit this form when requesting disbursements from the Escrow account.
- ☐ **The **Final Acceptance Certificate** should be kept. Authorized individual should sign and submit this form with the final disbursement request from the Escrow account.

W-9 Taxpayer Identification

- ☐ Please verify the Taxpayer ID number, sign and date where indicated.

MASTER LEASE AGREEMENT NO. 1001384

THIS MASTER LEASE AGREEMENT is made the Twenty-Ninth day of October, 2015 between Commerce Bank, a Missouri banking corporation, with its offices located at 8000 Forsyth Boulevard, Suite 510, Saint Louis, Missouri 63105 (the "Lessor"), and the CITY OF WINDCREST, with its principal office located at 8601 Midcrown Drive, Windcrest, Texas 78329 (the "Lessee").

The parties hereto, desiring legally to be bound, hereby agree as follows:

1. LEASE:

Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, the Equipment described in one or more Lease Schedules between the parties incorporating this Lease by reference. Any reference to "Lease" shall mean this Master Lease Agreement, the Lease Schedule(s) and all Rider(s), Addenda, Amendment(s), or Supplement(s) hereto and thereto, if any. Each Lease Schedule shall constitute a separate and distinct lease on the terms herein and therein set forth.

2. DEFINITIONS:

(a) The "Equipment" means all the equipment described in the applicable Lease Schedule, including all manuals, cables and associated equipment included and delivered therewith and associated software systems and programming.

(b) The "Installation Date" means, except as otherwise provided herein, the date determined in accordance with the Lease Schedule.

(c) The "Base Term Commencement Date" means, as to all Equipment designated on any Lease Schedule, where the Installation Date for the item of Equipment last to be installed falls on the first day of the month, that date, or, in any other case, the first day of the month following the month in which the item of Equipment last to be installed is installed.

(d) The "Daily Rental" means 1/360th of the amount set forth as the rental for each item of Equipment in the applicable Lease Schedule.

(e) A "Holdover" means the event which shall have occurred should Lessee fail to deliver possession of any item of Equipment in a timely manner after giving Lessor proper notice that such Equipment shall be returned pursuant to the provisions of the Lease.

3. TERM OF LEASE:

The term of this Lease as to each item of Equipment shall commence on the Installation Date for such item of Equipment, and shall continue through the end of Lessee's fiscal year containing the Installation Date. Unless earlier terminated as expressly provided for in this Lease, the term of this Lease will be automatically renewed on a year-to-year basis for the number of annual fiscal periods necessary to comprise the Base Term set forth in the appropriate Lease Schedule attached hereto and made a part hereof. Rental for any Holdover by Lessee beyond such termination shall be at a daily rate equal to 125% of the Daily Rental for the Equipment, if such Holdover continues for a period less than five days or at 150% of the Daily Rental for the Equipment if such Holdover continues for more than five (5) days. With respect to each Lease Schedule executed pursuant to this Master Lease Agreement, Lessee agrees to execute and deliver to Lessor, on or about the Installation Date, a Delivery and Acceptance Certificate, and upon request by Lessor, an opinion of counsel, a Certificate of Authority, each in such form as is acceptable to Lessor.

4. PAYMENTS:

(a) The rental for each item of Equipment payable hereunder is as set forth in the applicable Lease Schedule. Rental on each item of Equipment shall begin to accrue on the Installation Date of such item of Equipment and shall be due and payable in U.S. dollars in immediately available funds by Lessee in advance on the first day of each payment due date. If the Installation Date does not fall on the first day of the month, the rental for that period of time from the Installation Date until the Base Term Commencement Date shall be an amount equal to the Daily Rental multiplied by the number of days from (and including) the Installation Date to (but not including) the Base Term Commencement Date and shall be due and payable on the Installation Date. Progress and deposit payments to vendors and reimbursement of payments already paid by Lessee shall be made by Lessor upon receipt of Lessee's instruction to do so in form and substance acceptable to Lessor, together with purchase, payment and purchase assignment documentation requested by Lessor. The date on which a progress or deposit payment or

reimbursement is made by Lessor shall be considered the Installation Date with respect to the portion of the entire cost of the Equipment for any Lease Schedule such payment represents; provided that the Base Term Commencement Date shall always follow the funding by Lessor of the entire such Lease Schedule.

(b) In addition to the rental set forth in the Lease Schedule, Lessee shall pay to Lessor, when due, amounts equal to, and hold Lessor harmless from, all taxes, levies, imposts, duties, fees, assessments, and other charges or withholdings of any nature whatsoever, however designated (including, without limitation, franchise, sales, use, stamp, privilege or excise taxes), together with any penalties, fines or interest thereon, imposed against Lessor (or which Lessor is required to collect) by any federal, state or local government or taxing authority and which are levied or based on or relate to the rental, the Lease or the Equipment or its use, possession, lease, ownership, financing, operation, control or value, including all fees or charges resulting from federal, state, regional, or local government legislation to promote, fund or support electronics or other materials recycling, where such fees or charges are resulting from the acquisition, use, sale, or destruction of the Equipment; but excluding federal, state or local taxes or fees on, or measured by, the net income of Lessor. Personal property taxes assessed on the Equipment during the term of this Lease shall be paid by Lessee to Lessor or (upon notice and at Lessor's option) directly to the appropriate taxing authority. Lessor may charge Lessee a reasonable administrative fee in connection with Lessor's completion of the return, or payment of, and billing Lessee for, personal property taxes

(c) If Lessee fails to pay any rental payment or any other sums under the Lease within ten (10) days when the same becomes due, Lessee shall pay to Lessor (in addition to and not in lieu of other rights of Lessor) a late charge equal to the greater of five (5%) percent of such delinquent amount or Twenty-Five Dollars (\$25.00), but in any event not more than the maximum permitted by law. Such late charge shall be payable by Lessee upon demand by Lessor and shall be deemed rent hereunder. Lessee acknowledges and agrees that the late charge (i) does not constitute interest, (ii) is an estimate of the costs Lessor will incur as a result of the late payment and (iii) is reasonable in amount. Charges for taxes, levies, imposts, duties, fees, assessments or other charges, penalties and interest payable by Lessee hereunder shall be promptly paid by Lessee when due.

5. INSTALLATION, USE, MAINTENANCE, RETURN AND QUIET POSSESSION:

(a) Lessee, at its own expense, will provide the required electric current to operate the Equipment and appropriate facilities to house and care for the Equipment as specified by the manufacturer.

(b) Any equipment, cards, disks, tapes or other items not specified in the Lease Schedule which are used on or in connection with the Equipment must meet the specifications of the manufacturer and shall be acquired by Lessee at its own expense.

(c) Lessee will at all times keep the Equipment in its sole possession and control. The Equipment shall not be moved from the locations stated in the Lease Schedule without the prior written consent of Lessor (said consent not to be unreasonably withheld provided that: (i) such location is within the Continental United States in a state which has adopted the Uniform Commercial Code; and (ii) Lessee shall timely execute, and authorizes Lessor to execute, and shall reimburse Lessor for its expense in preparing and filing and executing, any Uniform Commercial Code Financing Statements or other instruments which Lessor requests to reflect such relocation; and (iii) Lessee shall pay to Lessor an administrative fee of not less than \$500.00 per relocation, per item of Equipment, to cover Lessor's costs to adjust its personal property and sales tax records and other reports required to be adjusted to reflect such relocation).

(d) Lessee shall not alter, modify or add attachments to the Equipment without the prior written consent of Lessor; provided, however, after prior written notice to Lessor, Lessee may, at its own expense, make alterations in or add attachments to the Equipment, so long as such alterations or attachments are readily removable and do not reduce the value of the Equipment or interfere with the normal and satisfactory operation or maintenance of the Equipment or with Lessee's ability to obtain and maintain the maintenance contract required by Section 5(g) hereof. The manufacturer or other organization selected by Lessee and approved in writing by Lessor to maintain the Equipment ("Maintenance Organization") may incorporate engineering changes or make temporary alterations to the Equipment upon request of Lessee. All such alterations and attachments shall be and become the property of Lessor at the expiration or termination of the Lease, or, at the option of Lessee, shall be removed (prior to the expiration or termination of the Lease) and retained by Lessee provided the Equipment is restored, at Lessee's expense, to its original condition, reasonable wear and tear only excepted.

(e) So long as Lessee is not in default hereunder, neither Lessor nor any of its assignees hereof shall interfere with Lessee's use or possession of the Equipment during the term of this Lease.

(f) Lessee, during the term of this Lease and at its expense, shall keep the Equipment in good working order and condition and make all necessary adjustments, repairs and replacements. Lessee shall not use or permit the Equipment to be used

in any manner or for any purpose for which, in the opinion of the manufacturer, the Equipment is not designed or reasonably suitable, and Lessee shall use and operate the Equipment in conformity with the manufacturer's specifications. Lessee shall comply with all governmental laws, rules and regulations in the use, maintenance, storage and operation of the Equipment. In case any additional or other equipment, appliance or alteration is required to be made or installed on any item of Equipment in order to comply with such laws, regulations, requirements and rules, Lessee agrees to make or install such equipment, appliance or alteration at its own cost and expense. Lessee shall not discriminate in its maintenance or use practices as between similar owned and or leased equipment from the Equipment leased hereunder.

(g) Lessee shall, during the term of this Lease and at its own expense, enter into and maintain in force a contract with a Maintenance Organization covering at least prime shift maintenance of each item of Equipment. Such contract shall commence upon expiration of the manufacturer's warranty period, if any, relating to such item. Lessee shall furnish Lessor, from time to time upon Lessor's request, a copy of such contract(s).

(h) At the termination of this Lease, Lessee shall permit Lessor or its agents during normal business hours to enter the premises where the Equipment is located and take possession of and remove the Equipment from such premises. Such Equipment shall be in the same operating order, repair, condition and appearance as on the Installation Date, reasonable wear and tear only excepted, with all engineering and safety changes prescribed by the manufacturer incorporated therein; provided that, notwithstanding reasonable wear and tear, the Equipment shall be operable in conformity with the manufacturer's original specifications and have a good general appearance free from any obvious damage. All of the Equipment must be returned at the same time unless otherwise approved in writing by Lessor. At such termination, Lessee shall obtain a certification from the manufacturer that the Equipment is eligible and acceptable for (and Lessee shall arrange and pay for any repairs and changes as are necessary for the manufacturer to accept the Equipment under) contract maintenance at its then standard rates. Lessee shall furnish Lessor, from time to time upon Lessor's request, a copy of all maintenance records including manuals and work orders relating to the operation or repair of the Equipment.

6. OWNERSHIP AND INSPECTION:

(a) Lessee shall have no interest in the Equipment other than the rights acquired as a lessee hereunder. The Equipment is and shall always remain separate identifiable personalty. Lessee shall not permit any item of Equipment to be installed in, or used, stored or maintained with, any real property in such a manner or under such circumstances that any person might acquire any rights in such item of Equipment paramount to the rights of Lessor by reason of such item of Equipment being deemed to be real property or a fixture thereon. Lessee shall, promptly upon request of Lessor, obtain a written acknowledgment from the owner and/or mortgagee(s) of the real property in which such item of Equipment is located that such owner and/or mortgagee(s) will not at any time assert any interest in such item of Equipment or that such item of Equipment constitutes part of such real property. Lessee shall, at Lessor's request, affix to the Equipment in a prominent place or places, tags, decals, or plates furnished by Lessor evidencing Lessor's ownership and Lessee shall not permit their removal or concealment.

(b) Lessee shall keep the Equipment free and clear of all liens and encumbrances except liens or encumbrances arising through Lessor. **LESSEE SHALL NOT ASSIGN OR OTHERWISE ENCUMBER THIS LEASE OR ANY OF ITS RIGHTS HEREUNDER OR SUBLEASE THE EQUIPMENT WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR.** Lessee agrees that, except as expressly authorized by Lessor, any assignment or sublease by Lessee shall be deemed to materially impair the prospects of Lessee's performance hereunder, and materially change the duty of, and materially increase the burden or risk imposed on, Lessor, and shall constitute the delegation by Lessee of its material obligations hereunder, notwithstanding any continued liability of Lessee therefor. No assignment or sublease (whether or not permitted hereby) shall relieve Lessee of any of its obligations hereunder and any permitted sublease shall be expressly subordinate to the terms hereof. For purposes of this Master Lease Agreement, the parties agree that the sale or transfer of all or substantially all of the assets of Lessee or any guarantor or more than 50% of the voting stock, or membership interest of Lessee or any guarantor (whether in one transaction or several related transactions) or, in the case of a partnership, any change in the constitution of the partnership, shall be deemed an assignment for which Lessor's prior consent shall be required.

(c) Lessor or its agents shall have free access to the Equipment at all reasonable times for the purpose of inspection and for any other purpose contemplated in this Lease.

7. WARRANTIES:

(a) Lessee represents, covenants and agrees that, at the Installation Date, it shall have (i) thoroughly inspected the Equipment, (ii) determined for itself that all items of Equipment are in good condition, working order and repair and are of a size, design, capacity and manufacture selected by it and (iii) satisfied itself that the Equipment is suitable for Lessee's purposes. **LESSOR LEASES THE EQUIPMENT AS IS AND MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S TITLE, MERCHANTABILITY, FITNESS FOR A**

PARTICULAR PURPOSE, DESIGN, CONDITION, QUALITY, CAPACITY, MATERIAL OR WORKMANSHIP OR AS TO PATENT INFRINGEMENT OR THE LIKE, it being agreed that all such risks, as between Lessor and Lessee, are to be borne by Lessee. Lessee agrees to look solely to the manufacturer or to suppliers of the Equipment for any and all title and warranty claims and any and all assignable warranties made by the manufacturer or the supplier to Lessor are hereby assigned to Lessee for the term of the applicable Lease Schedule. Lessee hereby assumes the sole responsibility for, and agrees that Lessor shall not be responsible for, the delivery, installation, maintenance, operation or service of this Equipment or for the delay or inadequacy of any or all of the foregoing. Lessor shall not be responsible for any indirect, special or consequential loss or damage resulting from any cause whatsoever, whether arising as a result of tort, breach of contract or otherwise.

(b) Lessee further represents, covenants and agrees that:

(i) Lessee's organizational structure, jurisdiction of organization, Federal Employer Identification Number and Organizational Number, and chief place of business and chief executive office are all accurately specified below Lessee's signature. Lessee is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, and Lessee has not previously changed its organizational structure or state of organization. Lessee has all requisite power and authority to enter into and perform this Lease and the documents related thereto. Lessee is duly qualified as a foreign corporation and is in good standing under the laws of each jurisdiction in which the conduct of its business or the ownership of its assets requires such qualification, including the jurisdiction where the Equipment will be located.

(ii) Lessee either does not conduct business under a trade, assumed or fictitious name, or has filed or recorded all documents or filings required by law relating to all assumed business names used by Lessee. Excluding the name of Lessee, the following is a complete list of all assumed business names under which Lessee does business: None. Lessee will not change its name or state of organization or location of its chief executive office, without giving to Lessor at least ten (10) days prior written notice thereof.

(iii) The Equipment constitutes standard equipment manufactured by the manufacturers of such Equipment and has not been altered, modified or customized specifically for Lessee's uses or purposes.

(iv) Lessee has the corporate power and authority to execute and perform this Lease and, in the case of a sale and leaseback, to sell the Equipment to Lessor and to lease the Equipment back from Lessor hereunder, and has duly authorized such sale and the execution, delivery and performance of this Lease, the Delivery and Acceptance Certificate, the Lease Schedule, and other related instruments and documents;

(v) This Lease and the documents related hereto have been duly authorized, executed and delivered by Lessee and constitute valid, legal and binding agreements of Lessee, enforceable in accordance with their terms, except to the extent the enforcement of remedies may be limited under applicable bankruptcy and insolvency laws.

(vi) The entering into and performance of this Lease and the documents related hereto will not violate any judgment, order, law or regulation applicable to Lessee or any provision of Lessee's articles of incorporation, by-laws, charter, operating agreement, limited or general partnership agreement or other organizational documents, as applicable, or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of Lessee or on the Equipment pursuant to, any instrument to which Lessee is a party or by which it or its assets may be bound.

(vii) No consent or approval of, giving of notice to, registration with, or taking of any other action in respect of, any state, federal or other governmental authority or agency is required with respect to the execution, delivery and performance by the Lessee of this Lease or any of the documents related hereto or, if any such approval, notice, registration or action is required, it has been obtained.

(viii) There are no actions, suits or proceedings pending or, to the knowledge of the Lessee, threatened against or affecting the Lessee in any court or before any governmental commission, board or authority which, if adversely determined, will have a materially adverse effect on the financial condition or ability of the Lessee to perform its obligations under this Lease or any of the documents related hereto.

(ix) The financial statements of Lessee (and any guarantor) delivered to Lessor have been prepared in accordance with generally accepted accounting principles and are complete and correct in all material respects and fairly present the financial condition of Lessee and such guarantor (if applicable) as of the date thereof. Since the date of such financial statements, there has been no material adverse change in the business, properties, financial condition,

results of operations or business or industry prospects of Lessee or any guarantor, or any consolidated group of companies of which the Lessee or guarantor is a member.

(x) Each year during the term of this Lease, Lessee hereby agrees to deliver to Lessor a copy of: (i) annual audited financial statements within one hundred twenty (120) days of Lessee's fiscal year-end; and (ii) within a reasonable period of time, any other financial information Lessor requests from time to time.

8. RISK OF LOSS:

(a) From the earlier of: (i) the date of delivery of the Equipment to Lessee; or (ii) the Installation Date of the Equipment, until the Equipment is returned to Lessor as provided in this Lease, Lessee shall bear all risks of physical damage to or loss or destruction of the Equipment, howsoever caused. During the term of this Lease as to any Lease Schedule, Lessee, at its own expense, shall keep in effect all risk and public liability insurance policies covering the Equipment designated in each Lease Schedule in such amounts as are reasonably acceptable to Lessor. The all risk insurance policy shall insure against all risks of loss or damage from every cause whatsoever and shall be for an amount equal to the greater of: (i) the Stipulated Loss Value as set in the Stipulated Loss Value Schedule attached as an Exhibit to the Schedule; or (ii) the full replacement cost of the Equipment subject of the Lease. Lessor, its successors and assigns shall be named as additional insureds and sole loss payee on such policies, which shall be written by an insurance company of recognized responsibility which is reasonably acceptable to Lessor. Evidence of such insurance coverage shall be furnished to Lessor no later than the Installation Date and from time to time thereafter as Lessor may request. Such policies shall provide that no less than thirty days written notice shall be given Lessor prior to any expiration, modification, reduction, termination or cancellation of such policies for any reason. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact coupled with an interest for the sole purposes of making claim for, receiving payment of, and executing any and all documents that may be required to be provided to the insurance carrier in substantiation of any claim for loss or damage to the Equipment or related to the Lease under said insurance policies, and endorsing Lessee's name to any and all drafts or checks in payment of such applicable loss proceeds.

(b) If any item of Equipment is rendered unusable as a result of any physical damage to, or loss or destruction of, the Equipment, or title thereto shall be taken by any governmental authority under the power of eminent domain or otherwise, Lessee shall give to Lessor immediate notice thereof and this Lease shall continue in full force and effect without any abatement of rental. Lessor shall determine, within thirty (30) days after the date of occurrence of any such damage or destruction, whether such item of Equipment can be repaired. In the event Lessor determines that the item of Equipment cannot be repaired or such Equipment was lost, destroyed or title thereto taken, Lessee, at its expense, shall, subject to Lessor's consent, either: (i) promptly replace such item of Equipment with identical equipment of at least equal value and convey title to such replacement equipment to Lessor free and clear of all liens, claims, equities and encumbrances of every kind or nature whatsoever, and this Lease shall continue in full force and effect with respect to the replacement Equipment as though, subject to the provisions of Section 12 hereof, such damage, loss, destruction or taking of title had not occurred; or (ii) pay to Lessor, on demand in immediately available funds, the applicable Stipulated Loss Value as provided in a Stipulated Loss Value Schedule attached as an Exhibit to the applicable Lease Schedule. In the event Lessor determines that such item of Equipment can be repaired, Lessee shall cause such item of Equipment to be promptly repaired. All proceeds of insurance received by Lessor or Lessee under the policy referred to in the preceding paragraph of this Section shall be applied toward the cost of such repair or replacement.

(c) Lessee shall immediately notify Lessor of all details concerning any damage to, or loss of, the Equipment arising out of any event or occurrence whatsoever.

9. EVENTS OF DEFAULT AND REMEDIES:

The occurrence of any one of the following shall constitute an Event of Default hereunder:

(a) Lessee fails to pay or Lessor does not receive any payments due hereunder on or before the tenth day following the date when the same becomes due and payable;

(b) Lessee (i) attempts to remove, sell, assign, transfer, encumber, sublet or part with possession of the Equipment or any items thereof or (ii) relocates its state of organization by any means without prior written notice to Lessor, except as expressly permitted herein;

(c) Lessee shall fail to procure and or maintain insurance in accordance with Section 8 hereof or such insurance shall be canceled, terminated or lapsed;

(d) Any guarantor of any of Lessee's obligations under any Lease Schedule defaults in the performance of any covenant or obligation contained in any guaranty of this Lease or fails to observe, perform or comply with any covenant or obligation contained in such guaranty;

(e) Lessee shall fail to observe or perform any of the other obligations required to be observed or performed by Lessee hereunder and such failure shall continue uncured for ten (10) days after written notice thereof to Lessee by Lessor;

(f) Any representation or warranty made by Lessee herein or in any document or certificate furnished in connection herewith shall prove incorrect in any material respect;

(g) A material adverse change in the business, properties, financial condition, results of operations or business or industry prospects of Lessee or any guarantor, or any consolidated group of companies of which the Lessee or guarantor is a member, as determined by Lessor in Lessor's sole discretion;

(h) Lessee or any guarantor ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts as they become due, files a voluntary petition in bankruptcy, is adjudicated a bankrupt or an insolvent, files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under any present or future statute, law or regulation or files an answer admitting the material allegations of a petition filed against it in any such proceeding, consents to or acquiesces in the appointment of a trustee, receiver, or liquidator of it or of all or any substantial part of its assets or properties, or if it or its shareholders take any action looking to its dissolution or liquidation;

(i) Within thirty (30) days after the commencement of any proceeding against Lessee or any guarantor seeking reorganization, arrangement, readjustments, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceedings shall not have been dismissed, or if within thirty (30) days after the appointment, without Lessee's or any guarantor's consent or acquiescence, of any trustee, receiver or liquidator of it or of all or any substantial part of its assets and properties, such appointment shall not be vacated; or

(j) Lessee or any guarantor shall default in the payment or performance of any other duties, obligations or liabilities of any indebtedness for borrowed money, or under conditional sales or installment contracts or similar agreements, leases or obligations evidenced by bonds, debentures, notes or other similar agreements or instruments to any creditor (including Lessor under any Lease or other agreement) after any and all applicable cure periods therefor shall have elapsed.

Upon the occurrence of an Event of Default, Lessor may at its option do any or all of the following: (i) by notice to Lessee terminate this Lease as to the subject Lease Schedule; (ii) whether or not this Lease is terminated as to any Lease Schedule, take possession of any or all of the Equipment listed on the subject Lease Schedule, wherever situated, and for such purpose, enter upon any premises without liability for so doing or Lessor may cause Lessee, and Lessee hereby agrees, to return the Equipment to Lessor as provided in this Lease; (iii) recover from Lessee, as liquidated damages for loss of a bargain and not as a penalty, an amount equal to the stipulated loss value as provided in the Stipulated Loss Value Schedule attached as an Exhibit to the applicable Lease Schedule which payment shall become immediately due and payable, (together with interest on such amount at the lesser of one and one-half (1 ½ %) percent per month or the maximum permitted by law from the date on which Lessor has declared this Lease to be in default; or (iv) sell, dispose of, hold, use or lease any Equipment as Lessor in its sole discretion may determine without, except as provided below, any duty to account to Lessee (and Lessor shall not be obligated to give preference to the sale, lease or other disposition of the Equipment over the sale, lease or other disposition of similar equipment owned or leased by Lessor). In any event, Lessee shall, without further demand, pay to Lessor an amount equal to all sums due and payable for all periods up to and including the date on which Lessor has declared this Lease to be in default. In the event that Lessee shall have paid to Lessor the liquidated damages referred to in clause (iii) above and all other amounts due under the Lease have been paid: (x) if Lessor has leased the Equipment to a third party, Lessor hereby agrees to pay to Lessee, promptly after receipt thereof, all rentals and proceeds received from the reletting of the Equipment to the extent such rentals or proceeds are attributable to the balance of the Base Term (after deduction of all expenses incurred by Lessor and a reasonable sales commission to Lessor) and (y) Lessor shall deliver title to the Equipment to Lessee, unencumbered as to Lessor, except any third party lease, "as is" and "where is" without recourse or representation. Lessee agrees that Lessor shall have no obligation to sell or lease the Equipment.

Lessee shall in any event remain fully liable for reasonable damages as provided by law and for all costs and expenses incurred by Lessor on account of such default including, but not limited to, all court costs and reasonable attorney's fees. Lessee further agrees that, in any event, it will be liable for any deficiency after any sale, lease or other disposition by Lessor. The rights afforded Lessor hereunder shall not be deemed to be exclusive, but shall be in addition to any rights or remedies provided by law.

10. NET LEASE; OBLIGATIONS UNCONDITIONAL:

Except as otherwise specifically provided in this Lease, it is understood that this is a net lease, and that, as between Lessor and Lessee, Lessee shall be responsible for all costs and expenses of every nature whatsoever arising out of or in connection with or related to this Lease or the Equipment (including, but not limited to, transportation in and out, transportation insurance, rigging, drayage, packing, installation and disconnect charges as well as reasonable UCC and other record search fees and related expenses incurred by Lessor with respect to Lessee in Lessor's sole discretion). Lessee's obligations to Lessor hereunder are absolute and unconditional and are not subject to any abatement, reduction, recoupment, defense, offset or counterclaim available to Lessee for any reason whatsoever including, without limitation, operation of law, defect in the Equipment, the ownership, title, condition, design, operation or fitness for use thereof or any loss, taking, destruction or interference with the use of the Equipment or any part thereof, Lessor's default or failure to perform any of its obligations hereunder or for any other cause or reason whatsoever, whether similar or dissimilar to the foregoing (Lessee reserving any of its rights to have separate recourse directly against Lessor on account of any thereof; provided, however, that Lessee shall not assert any claim, or have any recourse, against Lessor relating to or arising out of Lessor's title in or to the Equipment); nor, except as otherwise expressly provided herein, shall this Agreement terminate, or the respective obligations of Lessor or Lessee be otherwise affected, by reason of any of the foregoing or for any other cause whether similar or dissimilar to the foregoing, it being the intention of the parties hereto that the rental, additional rental, and all other sums payable by Lessee hereunder shall continue to be payable in all events and at the times herein provided. Lessee hereby agrees that in the event that Lessee fails to perform any obligation under this Lease, Lessor may, at its option, pay or perform said obligation and any payment made or expense incurred by Lessor in connection therewith shall become additional rent which shall be due and payable by Lessee upon demand.

11. ASSIGNMENT:

Lessee agrees that Lessor may transfer or assign, through syndication, assignment, participation or placement, ("Assignment") all or any part of Lessor's rights, obligations, title and interest in, under or to the Equipment and this Lease and any or all sums due or to become due pursuant to any of the above, or the right to enter into any Lease Schedule, to any third party (the "Assignee") for any reason. Information regarding this Lease and the Lessee may be provided to any proposed Assignee in either written or electronic format. Lessee agrees that upon receipt of written notice from Lessor of such Assignment, Lessee shall perform all of its obligations hereunder for the benefit of Assignee and, if so directed, shall pay all sums due or to become due hereunder directly to the Assignee or to any other party designated by the Assignee. Lessee hereby covenants, represents, warrants and agrees that the Assignee shall be entitled to rely on and shall be considered a third party beneficiary of the following covenants, representations and warranties: (i) Lessee's obligations to Assignee hereunder are absolute and unconditional in accordance with Section 10 hereof; (ii) Lessee shall not look to Assignee to perform any of Lessor's obligations hereunder, unless otherwise expressly agreed and assumed by Assignee; (iii) Lessee will not amend or modify this Agreement without prior written consent of the Assignee; and (iv) Lessee will send a copy to Assignee of each notice which Lessee sends to Lessor. Upon receipt of notice of such Assignment, Lessee agrees to execute, authenticate and deliver to Lessor such documentation as Assignee may require including, but not limited to, (a) an acknowledgment of, or consent which may require Lessee to make certain representations or reaffirmations as to some of the basic terms and covenants contained in this Lease or as to the current status of the Lease and the Equipment; (b) a certified copy of resolutions of Lessee authorizing Lessee to enter into the Lease, (c) an opinion of counsel for Lessee as to customary matters; and (d) a Certificate of Delivery and Acceptance. Nothing contained in such documentation required by Assignee shall be in derogation of any rights granted to Lessee hereunder. Notwithstanding such Assignment, (1) Lessor shall not be relieved of any of its obligations hereunder, unless otherwise expressly agreed and assumed by Assignee; and (2) the rights of Lessee hereunder, including its rights under Section 5(e) hereof, shall not be impaired.

12. TAX INDEMNITY:

This Lease has been entered into, and the Equipment has been acquired by Lessor, on the basis that Lessor and/or any persons, firms, corporations or other entities to which Lessor transfers or has transferred title to all or any portion of the Equipment (the "Owner") shall be entitled to such deductions, credits and other benefits as are provided to an owner of property (the "Tax Benefits"), including, without limitation, the maximum accelerated cost recovery or depreciation deduction on the Equipment under various Sections of the Internal Revenue Code of 1986 as amended from time to time (the "Code"), including, without limitation Sections 167 and 168 of the Code, based upon such depreciable lives, averaging conventions, methods of depreciation and other accounting methods as the Owner elects for tax purposes, and the deduction under Section 163 of the Code in the full amount of any interest paid or accrued by Owner in accordance with the Owner's method of accounting for tax purposes with respect to any indebtedness incurred by the Owner in financing its purchase of the Equipment. (As used herein the term "Owner" includes Lessor in the event Lessor has not transferred title of all the Equipment.) If as a result of: (i) any act or failure to act of Lessee (including a sale or disposition of any unit of Equipment after an Event of Default or Bankruptcy of Lessee unless Lessor shall have been paid in full the Stipulated Loss in accordance with the Lease); (ii) any physical damage to or loss or destruction of the Equipment; (iii) the existence or operation of any early termination or early buy out provision contained in any Lease Schedule; or (iv) any misrepresentation by Lessee of the representations and warranties contained in this Section 12, the Owner (a) shall lose, have recaptured or disallowed, or not be entitled to the full use of the Tax Benefits, or (b) shall have its tax increased or accelerated on account of recomputation or recapture of such Tax Benefits in any year or years

pursuant to the provisions of the Code, (each of the events referred to in (a) and (b) above being referred to as a "Loss") then Lessee shall pay to the Owner, upon demand, a sum which after deduction therefrom for all federal, state and local income taxes payable by the Owner with respect to the receipt of such sum, shall be sufficient to restore the Owner to substantially the same positions the Owner would have been in had such Loss not been incurred after taking into account all relevant factors, including, without limitation, (i) the amount of the Tax Benefits so lost, recaptured, disallowed, recomputed or not so utilized, (ii) the increase or acceleration on the Owner's tax on account thereof, (iii) penalties, interest or other charges imposed on the Owner, (iv) differences in tax years involved and (v) the Tax Benefits, if any, available to the Owner with respect to any replacement Equipment transferred to Lessor pursuant to Section 8 (b) hereof. The provisions of this Section 12 shall survive the expiration or earlier termination of this Lease. Lessee represents and warrants for the benefit of Lessor, and will provide supporting documents reasonably satisfactory to Lessor to the effect that: (i) at the time Lessor becomes the owner of the Equipment, and at all times during the term of the Lease, the Lessor shall be entitled to take the maximum deductions for depreciation allowable pursuant to Section 167(a) of the Internal Revenue Code of 1986; (ii) the deductions for depreciation of the Equipment shall be determined as provided in Section 168(a) of the Code; and (iii) the applicable "recovery period" for the Equipment as provided in Section 168(c) of the Code shall be as provided in the Lease Schedule. For the purpose of this Section 12, a Loss shall occur upon the earliest of (1) the happening of any event which may cause such Loss, (2) the payment by the Owner to the Internal Revenue Service of the tax increase resulting from such Loss or (3) the adjustment of the tax return of the Owner to reflect such Loss.

13. INDEMNIFICATION AND WAIVER:

Lessee hereby agrees to assume liability for, and does hereby agree to indemnify, protect, save and keep harmless Lessor and its respective successors, assigns, legal representatives, agents and servants, from and against any and all liabilities, obligations, losses, damages, claims, costs, or expenses (including legal fees and expenses) of any kind and nature whatsoever which may be imposed on, incurred by or asserted against Lessor or any of its respective successors, assigns, legal representatives, agents or servants (whether or not such person is also indemnified by any other person), or in any way relating to or arising out of this Lease or any documents contemplated hereby, or the performance or enforcement of any of the terms hereof, or in any way relating to or arising out of the Equipment or the acceptance, rejection, return, lease, possession, use, condition, operation, ownership or disposition of the Equipment or any accident in connection therewith (including, without limitation, latent and other defects, whether or not discoverable): provided, however, that Lessee shall not be required to indemnify Lessor or its respective successors, assigns, legal representatives, agents and servants, for loss or liability in respect of any item of Equipment arising from acts or events which occur after such item of Equipment has been returned to Lessor, and Lessor has taken possession of such item of Equipment, or loss or liability resulting from the active willful misconduct of the party otherwise to be indemnified hereunder. Lessee agrees that, in order to induce Lessor to enter into each lease of Equipment hereunder, and recognizing that Lessor is not the manufacturer of the Equipment: Lessor shall not be liable to Lessee for any liability, claim, loss, damage or expense of any kind or nature arising directly or indirectly from (and Lessor shall not be in default hereunder as a result of) any inadequacy or deficiency of the Equipment or any defect therein or any delay or failure in providing or delivering the Equipment. Lessee agrees that this Lease is a "finance lease" as that term is defined in the Uniform Commercial Code of the State of Missouri, Section 400.2A-103 of the Missouri Revised Statutes. Lessee acknowledges that the supplier of the Equipment may have rights under the contract with Lessor and Lessee may contact the supplier and receive an accurate and complete statement of any rights or warranties under the supply contract. Lessee waives any and all rights and remedies granted under Sections 400.2A- 508 of the Missouri Revised Statutes, including, but not limited to, any of Lessee's rights to (i) reject or revoke acceptance of the Equipment; (ii) accept partial delivery of the Equipment; and (iii) "cover" and substitute for the Equipment.

14. TRUE LEASE - SECURITY INTEREST:

It is the intention of the parties hereto that the lease of the Equipment pursuant to each Lease Schedule be a true lease. However, in the event (and only in the event) that is finally determined by a court of competent jurisdiction that this Lease does not create a true lease with respect to any Equipment, then the parties agree that, with respect to any such Equipment, Lessee hereby grants to Lessor (effective upon the Installation Date) a purchase money security interest in such Equipment and any and all proceeds therefrom to secure repayment of all amounts due, and the performance of all of Lessee's other obligations hereunder and under such Lease Schedule.

15. MISCELLANEOUS:

(a) Neither this Lease nor any consent or approval provided for herein shall be binding upon Lessor unless signed on its behalf by a duly authorized officer. This Agreement shall be governed in all respects by the laws of the State of Missouri, without giving effect to principles of choice of law. Any judicial proceeding brought with respect to this Agreement must be brought in a court of competent jurisdiction in the State of Missouri located in the County of St. Louis

or in the United States District Court for the Eastern District of Missouri, or the courts of the County of St. Louis. By execution and delivery of this Agreement, Lessee and Lessor each (i) accepts, generally and unconditionally, the non-exclusive jurisdiction of such courts and any related appellate court, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement, (ii) irrevocably waives any objection it may now or hereafter have as to the venue of any such suit, action or proceeding brought in such a court or that such court is an inconvenient forum, (iii) agrees that service of process in any such action or proceeding may be effected (A) by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to its address set forth herein or (B) in any other manner permitted by law and (iv) EXPRESSLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY LAWSUIT OR PROCEEDING ARISING IN ANY WAY FROM THE LEASE OR TRANSACTIONS INVOLVING LESSOR AND THE LESSEE.

(b) This Lease constitutes the entire agreement between Lessee and Lessor with respect to the Equipment, and no covenant, condition or other term or provision may be waived or modified orally. No waiver of any of the terms and conditions hereof shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. Any waiver of the terms hereof shall be effective only in the specific instance and for the specific purpose given. The waiver by Lessor or Lessee of any breach of any obligation of Lessee or Lessor shall not be deemed a waiver of such obligation or of any subsequent breach of the same or any obligation. The subsequent acceptance of rental payments hereunder by Lessor shall not be deemed a waiver of any prior existing breach by Lessee regardless of Lessor's knowledge of such prior existing breach at the time of acceptance of such rental payments.

(c) Any notice or other communication required hereunder shall be in writing addressed to the respective party and may be personally served, telecopied, sent by overnight courier service or U.S. mail and shall be deemed to have been given: (a) if delivered by person, when delivered; (b) if delivered by facsimile, with a delivery confirmation receipt from sending machine on the date of transmission if transmitted on a business day before 12:00 noon Eastern Standard time; (c) if delivered by overnight courier, two (2) business days after delivery to the courier properly addressed, or (d) if delivered by U.S. mail, four (4) business days after deposit with postage prepaid and properly addressed.

(d) This Lease shall be binding upon and inure to the benefit of Lessor and Lessee and their respective successors and permitted assigns (including any subsequent assignee of Assignee), and, without limiting the foregoing, shall bind all persons who become bound as "new debtors" to this Lease as set forth in Uniform Commercial Code section 9-203(e).

(e) If any term or provision of this Lease or the application thereof to any person is, to any extent, invalid or unenforceable, the remainder of this Lease, or the application of such provision to the persons other than those to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

(f) Lessor is hereby authorized by Lessee to cause this Lease or other instruments, including Uniform Commercial Code Financing Statements, to be filed or recorded for the purposes of showing Lessor's interest in the Equipment and Lessee agrees to execute, or otherwise authenticate and deliver all such instruments at the request of Lessor and that Lessor may execute and deliver such instruments for and on behalf of Lessee.

(g) In the event that the Installation Date does not occur within forty-five (45) days of the projected Installation Date (as may be set forth in the applicable Lease Schedule), then Lessor, at its option, may terminate the applicable Lease Schedule and this Lease (to the extent that it applies to said Lease Schedule) without further obligation to Lessee.

(h) In the event of any conflict between the terms and conditions of this Master Lease Agreement and the terms and conditions of any Lease Schedule, the terms and conditions of such Lease Schedule shall prevail.

(i) To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person or legal entity that opens an account. Accordingly, in compliance with such laws, Lessor may require, and Lessee agrees to provide or make available to Lessor, such information, documentation or other evidence as may be necessary to verify Lessee's identity, including, but not limited to, tax payer information, copies of organizational documents, or, in the case of a sole proprietorship, driver's license or other identifying documents.

(j) Each year during the term of this Lease, Lessee hereby agrees to deliver to Lessor a copy of: (i) Lessee's annual audited financial statements within one hundred twenty (120) days of Lessee's fiscal year-end; and (ii) within a reasonable period of time, any other financial information Lessor requests from time to time.

(k) The obligations which Lessee is required to perform during the term of this Lease shall survive the expiration or other termination of this Lease, to the extent that such obligations remain unperformed as of the expiration or termination of this Lease.

IN WITNESS HEREOF, the parties hereto have executed this Agreement on the day and year first above written.

LESSOR:

COMMERCE BANK

By: _____

Name: _____

Title: _____

LESSEE:

CITY OF WINDCREST

By: _____

Name: Rafael Castillo, Jr.

Title: City Manager

Address: 8601 Midcrown Dr., Windcrest, TX 78329

Nature of Organization: Municipality

Jurisdiction of Organization: Texas

Organizational #: _____

Federal Employee ID No.: 74-1587947

EXHIBIT A

City of Windcrest

Equipment Location:
8601 Midcrown Dr.
Windcrest, TX 78239
Bexar County

<u>InvoiceNum</u>	<u>VendorName</u>	<u>Qty</u>	<u>Asset Description</u>	<u>Asset Cost</u>
223724115	Graybar	112	Light Fixtures and Poles / Autumn Sunset	\$116,364.36
		72	Light Fixtures and Poles / Brook Falls	\$74,805.66
		1	Light Fixtures and Poles, Labor and Installation Costs	\$207,527.78

Location Sub-total: \$398,697.80

Lessee Total: \$398,697.80

EXHIBIT B

**Stipulated Loss Value Schedule
to Lease Schedule No. 001
to Master Lease Agreement No. 1001384**

Payment No.	Date	Amount
1	3/11/2016	415,520.28
2	4/11/2016	409,136.42
3	5/11/2016	402,731.29
4	6/11/2016	396,304.84
5	7/11/2016	389,856.99
6	8/11/2016	383,387.66
7	9/11/2016	376,896.76
8	10/11/2016	370,384.24
9	11/11/2016	363,850.02
10	12/11/2016	357,294.03
11	1/11/2017	350,716.17
12	2/11/2017	344,116.40
13	3/11/2017	337,494.62
14	4/11/2017	330,850.77
15	5/11/2017	324,184.76
16	6/11/2017	317,496.51
17	7/11/2017	310,785.96
18	8/11/2017	304,053.03
19	9/11/2017	297,297.64
20	10/11/2017	290,519.70
21	11/11/2017	283,719.15
22	12/11/2017	276,895.91
23	1/11/2018	270,049.90
24	2/11/2018	263,181.03
25	3/11/2018	256,289.24
26	4/11/2018	249,374.44
27	5/11/2018	242,436.56
28	6/11/2018	235,475.50
29	7/11/2018	228,491.20
30	8/11/2018	221,483.58
31	9/11/2018	214,452.55
32	10/11/2018	207,398.04
33	11/11/2018	200,319.95
34	12/11/2018	193,218.22
35	1/11/2019	186,092.76
36	2/11/2019	178,943.49
37	3/11/2019	171,770.31
38	4/11/2019	164,573.17
39	5/11/2019	157,351.97
40	6/11/2019	150,106.63
41	7/11/2019	142,837.05
42	8/11/2019	135,543.18
43	9/11/2019	128,224.91
44	10/11/2019	120,882.17
45	11/11/2019	113,514.87
46	12/11/2019	106,122.92
47	1/11/2020	98,706.25
48	2/11/2020	91,264.76
49	3/11/2020	83,798.37
50	4/11/2020	76,306.99
51	5/11/2020	68,790.55
52	6/11/2020	61,248.95
53	7/11/2020	53,682.11
54	8/11/2020	46,089.92
55	9/11/2020	38,472.33
56	10/11/2020	30,829.23
57	11/11/2020	23,160.54
58	12/11/2020	15,466.16
59	1/11/2021	7,746.02
60	2/11/2021	(0.00)

AGREED AND ACKNOWLEDGED:
City of Windcrest

By: _____

Date: _____

LEASE SCHEDULE NO. 001

TO MASTER LEASE AGREEMENT NO. 1001384 DATED OCTOBER 29, 2015, TOGETHER WITH THE LEASE SCHEDULE, ALL RIDER(S), ADDENDA, AMENDMENT(S), OR SUPPLEMENT(S) HERETO AND THERETO, IF ANY (THE "LEASE") BETWEEN COMMERCE BANK ("LESSOR") WITH AN OFFICE AT 8000 FORSYTH BOULEVARD, SUITE 510, SAINT LOUIS, MO 63105 AND THE CITY OF WINDCREST ("LESSEE").

1. **EQUIPMENT:** Lighting Retrofit
2. **[INTENTIONALLY DELETED.]**
3. **EQUIPMENT LOCATION:** 8601 Midcrown Dr., Windcrest, TX 78239
4. **INSTALLATION DATE:** With respect to each item of Equipment, the earlier of: (a) the date on which Lessor disburses funds to purchase the Equipment or (b) the Base Term Commencement Date.
5. **BASE TERM COMMENCEMENT DATE:** December 11, 2015
6. **BASE TERM:** Base Term starts on and includes 12/11/2015 and ends on and includes 2/11/2021.
7. **RENTAL:** Payments, plus any applicable tax, are due as follows:

3/11/2016	7,565.17	11/11/2017	7,565.17	7/11/2019	7,565.17
4/11/2016	7,565.17	12/11/2017	7,565.17	8/11/2019	7,565.17
5/11/2016	7,565.17	1/11/2018	7,565.17	9/11/2019	7,565.17
6/11/2016	7,565.17	2/11/2018	7,565.17	10/11/2019	7,565.17
7/11/2016	7,565.17	3/11/2018	7,565.17	11/11/2019	7,565.17
8/11/2016	7,565.17	4/11/2018	7,565.17	12/11/2019	7,565.17
9/11/2016	7,565.17	5/11/2018	7,565.17	1/11/2020	7,565.17
10/11/2016	7,565.17	6/11/2018	7,565.17	2/11/2020	7,565.17
11/11/2016	7,565.17	7/11/2018	7,565.17	3/11/2020	7,565.17
12/11/2016	7,565.17	8/11/2018	7,565.17	4/11/2020	7,565.17
1/11/2017	7,565.17	9/11/2018	7,565.17	5/11/2020	7,565.17
2/11/2017	7,565.17	10/11/2018	7,565.17	6/11/2020	7,565.17
3/11/2017	7,565.17	11/11/2018	7,565.17	7/11/2020	7,565.17
4/11/2017	7,565.17	12/11/2018	7,565.17	8/11/2020	7,565.17
5/11/2017	7,565.17	1/11/2019	7,565.17	9/11/2020	7,565.17
6/11/2017	7,565.17	2/11/2019	7,565.17	10/11/2020	7,565.17
7/11/2017	7,565.17	3/11/2019	7,565.17	11/11/2020	7,565.17
8/11/2017	7,565.17	4/11/2019	7,565.17	12/11/2020	7,565.17
9/11/2017	7,565.17	5/11/2019	7,565.17	1/11/2021	7,565.17
10/11/2017	7,565.17	6/11/2019	7,565.17	2/11/2021	7,565.17

8. **PERSONAL PROPERTY TAX:** In the event Personal Property Tax is applicable, Lessee shall promptly notify Lessor and Lessee and Lessor agree that: (a) Lessor shall include the Equipment in its personal property tax returns filed in the appropriate taxing jurisdictions in accordance Equipment location(s) set forth herein, and (b) personal property taxes assessed on the Equipment during the Lease shall be paid by Lessee to Lessor and, upon Lessor's receipt thereof, remitted by Lessor to such taxing jurisdiction.

9. END OF LEASE AGREEMENT: Pursuant to Section 3 of Master Lease Agreement No. 1001384 the undersigned parties agree that so long as no default or Event of Default has occurred and is continuing under the Lease, Lessee shall give Lessor not less than thirty (30) days, written notice prior to the end of its then-current fiscal year to return all, but not less than all, of the Equipment pursuant to Section 5 (h) of the Master Lease Agreement No. 1001384 as supplemented by Addendum 1 attached hereto. Lessee reasonably believes that sufficient funds can be obtained to make all Rental Payments during the Base Term. The responsible financial officer of Lessee will do all things lawfully within his or her power to obtain funds from which the Rental Payments may be made, including making provisions for such payments, to the extent necessary, in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to extend this Lease for any subsequent annual fiscal period is solely within the discretion of the then current governing body of Lessee. It is Lessee's current intent to make the Rental Payments for the full Base Term if funds are legally available therefore, and in that regard Lessee represents that (a) the use of the Equipment is essential to its proper, efficient, and economic functioning or to the services that it provides to its citizens; (b) Lessee has an immediate need for and expects to make immediate use of substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future; and (c) the Equipment will be used by the Lessee only for the purpose of performing one or more of its governmental or proprietary functions consistent with the permissible scope of its authority. In the event no funds or insufficient funds are appropriated and budgeted or otherwise made available for Rental Payments for any fiscal period in which the Rental Payments for the Equipment are due under this Lease, then, without penalty, liability or expense to Lessee, this Lease will thereafter terminate and be rendered null and void on the last day of the fiscal period for which appropriations were made, except as to (i) the portions of the Rental Payments herein agreed upon for which funds have been appropriated and budgeted or are otherwise available and (ii) Lessee's other obligations and liabilities under this Lease relating to, accruing or arising prior to such termination.

Immediately upon or at any time following the expiration of the Term, Lessee shall permit Lessor or its agents during normal business hours to enter the premises where the Equipment is located and take possession of and remove the Equipment from such premises. In furtherance thereof, Lessee shall execute and deliver such documents as may be reasonably required or requested by Lessor to restore possession of the Equipment to Lessor, free and clear of all liens, security interests or other encumbrances arising by, through, under, or with the consent or acquiescence of, Lessee. If during the Term of this Lease the Equipment is damaged or otherwise made less suitable for the purpose for which it was manufactured than when delivered to Lessee or if at the time Lessor takes possession of the Equipment, the Equipment fails to comply with the Addendum 1, Lessee agrees, at Lessor's option, to (1) repair and restore the Equipment to the same condition in which it was received by Lessee (reasonable wear and tear excepted) and in conformity with the Addendum 1 or (2) pay to Lessor an amount equal to Lessor's reasonable and good faith estimate of the costs of such repair and restoration and as may otherwise be necessary to comply with the Addendum 1.

10. STIPULATED LOSS VALUES: Pursuant to Sections 8 and 9 of the Master Lease Agreement No. 1001384, a Stipulated Loss Value Schedule is attached hereto as Exhibit B. Lessee hereby agrees that the amounts set forth for each date in the Exhibit assumes the rental payment due on each such date set forth therein has not been paid and is payable.

11. REPRESENTATIONS AND WARRANTIES: As of the date hereof, the Lessee represents and warrants that (a) each of the representations and warranties of the Lessee set forth in Master Lease Agreement No. 1001384 are true and correct as if such representations were made on and as of the date hereof and (b) no Event of Default or event that with the passage or time or the giving of notice would constitute an Event of Default has occurred and is continuing.

12. LESSOR'S OBLIGATIONS: Lessor's obligations under this Lease are subject to: (a) there being no tax legislation enacted prior to the Base Term Commencement Date which would have an adverse effect on the rights or anticipated benefits to Lessor or any assignee of Lessor; and (b) there being no material adverse change in Lessee's or any guarantor's business, properties, financial condition, results of operations or business or industry prospects, at any time prior to the funding date for any item of Equipment or the Base Term Commencement Date. In the event Lessor in its sole discretion determines that any of the conditions set forth in clauses (a) and (b) above have occurred, Lessee will, upon demand of Lessor, forthwith pay Lessor an amount equal to the sum of (i) the total amount of any progress payments made or other amounts funded by Lessor for any item of Equipment under this Lease, (ii) any and all sales and other taxes, delivery and installation expenses or expenses or costs related thereto paid by Lessor for such Equipment to any vendor thereof or any other person with respect thereto and (iii) daily rent for the period beginning the date of any such payment or funding through the date of payment hereunder.

13. MASTER LEASE AGREEMENT: All of the terms, covenants and conditions set forth in Master Lease Agreement No. 1001384, and in any rider, addenda, amendment, or supplement hereto and or thereto, are incorporated herein by reference as if the same had been set forth in full herein.

14. CONFIRMATION: Lessor and Lessee hereby confirm that no covenant, condition or other term or provision hereof or of Master Lease Agreement No. 1001384 may be modified, and that no obligation or default hereunder or under Master Lease Agreement No. 1001384 may be waived, except in writing signed by both parties.

LESSOR:
COMMERCE BANK

LESSEE:
CITY OF WINDCREST

BY: _____

BY: _____

NAME: _____

NAME: Rafael Castillo, Jr.

ITS: _____

ITS: City Manager

DATE: _____

DATE: _____

DELIVERY AND ACCEPTANCE CERTIFICATE

TO

LEASE SCHEDULE NO. 001 TO MASTER LEASE AGREEMENT NO. 1001384 DATED OCTOBER 29, 2015, TOGETHER WITH THE LEASE SCHEDULE, ALL RIDER(S), ADDENDA, AMENDMENT(S), OR SUPPLEMENT(S) HERETO AND THERETO, IF ANY (THE "LEASE"), BETWEEN COMMERCE BANK, AS LESSOR, AND THE CITY OF WINDCREST, AS LESSEE.

Lessee hereby certifies that:

1. The Equipment (as defined in the Lease) has been delivered to the locations of Lessee described therein, has been inspected by authorized representative(s) of Lessee, has been fully and finally accepted by Lessee and the Equipment has been found to be in good working order.
2. The Installation Date for the Equipment is as provided in the Lease.

LESSEE:

CITY OF WINDCREST

By: _____

Name: Rafael Castillo, Jr.

Title: City Manager

Date: _____

MASTER LEASE AGREEMENT
OPINION OF COUNSEL
(To be on Letterhead of Lessee's Counsel)

Commerce Bank
8000 Forsyth Boulevard, Suite 510
St. Louis, Missouri 63105

Re: Master Lease Agreement No. 1001384 dated the Twenty-Ninth day of October, 2015 (the "Lease"),
between Commerce Bank ("Lessor") and the City of Windcrest ("Lessee").

Ladies and Gentlemen:

As legal counsel to Lessee, I have examined (a) the Lease, which, among other things, provides for the sale to and purchase by the Lessee of the Equipment, (b) an executed counterpart of the ordinance or resolution of Lessee which, among other things, authorizes Lessee to execute the Lease and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions.

Based on the foregoing, I am of the following opinions:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power.
2. Lessee has the requisite power and authority to purchase the Equipment and to execute and deliver the Lease and to perform its obligations under the Lease.
3. The Lease and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee, and the Lease is a valid and binding obligation of Lessee enforceable in accordance with its terms.
4. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state and federal laws.
5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Lease or the security interest of Lessor or its assigns, as the case may be, in the Equipment.

Furthermore, I confirm that the name of the Lessee as stated in the Lease, as City of Windcrest, is the exact legal name of the Lessee for all purposes contemplated herein.

All capitalized terms herein shall have the same meanings as in the Lease. Lessor, its successors and assigns are entitled to rely on this opinion.

Very truly yours,

CERTIFICATE OF AUTHORITY

The undersigned, Clerk/Secretary, of the CITY OF WINDCREST (the "City"), hereby certifies as follows:

1. That (he/she) is the duly elected, qualified and acting Clerk/Secretary of the City;
and
2. That under the applicable Charter, Articles, Regulations or By-Laws of the City or applicable resolutions of the City's Board of Directors in effect as of the date hereof, each individual whose name, title and true signature is set forth immediately below, is authorized to execute and deliver to Commerce Bank (and thus bind the City) to Master Lease Agreement No. 1001384 dated October 29, 2015 between Commerce Bank and the City, as lessee, together with all documents contemplated thereby, amendments thereto and Lease Schedules thereunder, now or hereafter made; and
3. That the foregoing shall continue in full force and effect, and Commerce Bank may rely upon such certification hereunder until receipt of written notice of any change or revocation.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Rafael Castillo, Jr.</u>	<u>City Manager</u>	_____
<u>Sarah Mangham</u>	<u>Municipal Finance Officer</u>	_____
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, I have hereunto subscribed my name this _____ day of _____, 2015.

Clerk/Secretary

The undersigned hereby certifies that _____ is the duly appointed and actively serving Clerk/Secretary of the City.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2015.

CITY OF WINDCREST

(AFFIX SEAL)

By: _____

Name: _____

Title: _____



City of Windcrest
8601Midcrown Dr.
Windcrest, TX 78239

RE: Request for Certificate of Insurance for Lease Schedule No. 001 (the "Schedule") to Master Lease Agreement No. 1001384

Please provide a Certificate of Insurance (the "Certificate") naming Commerce Bank, as loss payee for *personal property coverage* and as additional insured for *general and excess liability coverage* as it relates to the equipment under the above-referenced lease. The address is as follows:

Commerce Bank
Attn: David Cleveland
8000 Forsyth, Suite 510
St. Louis, MO 63105

Please have your agent send a Certificate reflecting this coverage to the attention of the undersigned at the address shown above. The Certificate should include a 30-day written notice provision for expiration, modification, reduction, termination or cancellation and reference the Schedule number. Please have the Certificate reflect at least \$1,000,000 in general liability coverage and \$2,000,000 in excess liability coverage. The Certificate should reflect personal property coverage in the amount of the original equipment cost stated below.

The following statement should be used on the Certificate:

Commerce Bank is named as loss payee and additional insured with respect to any and all equipment leased, and as its interests may arise, under Master Lease Agreement No. 1001384.

The Schedule number, original equipment cost and a brief description of the equipment on the latest Schedule are listed below:

<u>Schedule Number</u>	<u>Original Equip. Cost</u>	<u>Description</u>
001	\$398,697.80	Lighting Retrofit

Please feel free to call me at 314.746.3752 if you have any questions. Thank you in advance for your cooperation.

Very truly yours,

COMMERCE BANK

David W. Cleveland



ACH Payment Authorization Form

Lease No. 1001384
Schedule 001

Lessee: City of Windcrest

I authorize Commerce Bank ("Commerce") to initiate debit entries and to initiate, if necessary, credit entries and adjustments for any debit entries in error on behalf of Commerce Bank as lender or lessor in the amount shown, and from the checking or savings account with the depository institution ("Bank") named below, on the payment due date.

Bank Name: _____

Address: _____

ABA Routing No.: _____

Account No.: _____ () Checking () Savings

This is a () New or () Updated authorization form.

Monthly Debit Amount: \$7,565.17

Begin Auto Debit with Invoice Date Due: March 11, 2016

Monthly loan or lease rental payment, excluding sales tax. For leases, sales tax will be added to this amount, if applicable.

Interim or initial interest or rent and document fee will be auto debited.

Property taxes (if applicable) will not be auto debited.

The final or balloon payment, if different from the monthly payment, will not be auto debited.

I understand that this authorization will remain in full force and effect until I notify Commerce at the address or phone number below that I wish to revoke this authorization. I understand that Commerce requires at least 5 days prior notice in order to process any such cancellation.

X _____

Borrower / Lessee Signature

_____ Date

Note that there is NO charge for this service.

Also, your "Bank" need not be Commerce to benefit from this feature. Any bank account can be auto debited. To commence service please return this form with your document package or **send this signed form and a voided check (unless Commerce is already currently debiting this same account for another lease schedule) to:**

Commerce Bank Equipment Finance Dept.
P.O. Box 11309
Clayton, MO 63105 or
LeasingACH@Commercebank.com

To discontinue or amend service, please email the request to the address above or call Commerce Bank Equipment Finance at 314.746.3726.

DISBURSEMENT LETTER

Date: December 11, 2015

To: Commerce Bank
8000 Forsyth Boulevard, Suite 510
St. Louis, MO 63105

RE: Master Lease Number 1001384
Schedule 001

Ladies and Gentlemen:

Please disburse the proceeds of the above lease as follows:

Wire or send to	Commerce Bank Escrow Account	\$398,697.80
-----------------	------------------------------	--------------

Total	\$398,697.80
-------	--------------

Sincerely,

CITY OF WINDCREST

By: _____

Rafael Castillo, Jr., City Manager

ESCROW AGREEMENT

This Escrow Agreement (the "Escrow Agreement"), dated as of the Twenty-Ninth day of October, 2015, and entered into among **Commerce Bank**, a Missouri banking corporation (together with its successors and assigns, "Lessor"), the **City of Windcrest**, a municipal corporation and political subdivision existing under the laws of Missouri ("Lessee"), and **The Commerce Trust Company**, a Missouri banking corporation, as escrow agent (together with its successors and assigns, the "Escrow Agent").

Name of Acquisition Fund: "Windcrest TX Sch. 001"

Amount of Deposit into the Acquisition Fund: \$398,697.80

TERMS AND CONDITIONS

1. This Escrow Agreement relates to and is hereby made a part of the Master Lease Agreement dated as of the Twenty-Ninth day of October, 2015, (the "Lease"), between Lessor and Lessee.

2. Except as otherwise defined herein, all terms defined in the Lease shall have the same meaning for the purposes of this Escrow Agreement as in the Lease.

3. Lessor, Lessee and the Escrow Agent agree that the Escrow Agent will act as sole Escrow Agent under the Lease and this Escrow Agreement, in accordance with the terms and conditions set forth in this Escrow Agreement. The Escrow Agent shall not be deemed to be a party to the Lease, and this Escrow Agreement shall be deemed to constitute the entire agreement between Lessor and Lessee and the Escrow Agent.

4. There is hereby established in the custody of the Escrow Agent a special trust fund designated as set forth above (the "Acquisition Fund") to be held and administered by the Escrow Agent in trust for the benefit of Lessor and Lessee in accordance with this Escrow Agreement.

5. Lessor shall deposit in the Acquisition Fund the amount specified above. Moneys held by the Escrow Agent hereunder shall be invested and reinvested by the Escrow Agent upon written order of an authorized Lessee representative, in accordance with the Arbitrage Instructions attached as **Exhibit A**, in Qualified Investments (as defined below) maturing or subject to redemption at the option of the holder thereof prior to the date on which it is expected that such funds will be needed. If an Authorized Lessee Representative fails to timely direct the investment of any moneys held hereunder, the Escrow Agent shall invest and reinvest such moneys in Qualified Investments described in 6(vi) below. Such investments shall be held by the Escrow Agent in the Acquisition Fund; any interest and gain earned on such investments shall be deposited in the Acquisition Fund, and any losses on such investments shall be charged to the Acquisition Fund. The Escrow Agent may act as purchaser or agent in the making or disposing of any investment. Qualified Investments described in 6(vi) below will be subject to an annualized sweep fee charged monthly to the earnings on monies invested.

6. "Qualified Investments" means, to the extent the same are at the time legal for investment of the funds being invested: (i) direct general obligations of the United States of America; (ii) obligations the timely payment of principal of and interest on which is fully and unconditionally guaranteed by the United States of America; (iii) general obligations of the agencies and instrumentalities of the United States of America acceptable to Lessor; (iv) certificates of deposit, time deposits or demand deposits with any bank or savings institution including the Escrow Agent or any affiliate thereof, provided that such certificates of deposit, time deposits or demand deposits, if not insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, are fully secured by obligations described in (i), (ii) or (iii) above; or (v) repurchase agreements with any state or national bank or trust company, including the Escrow Agent or any affiliate thereof, that are secured by obligations of the type described in (i), (ii) or (iii) above, provided that such collateral is free and clear of claims of third parties and that the Escrow Agent or a third party acting solely as agent for the Escrow Agent has possession of such collateral and a perfected first security interest in such collateral; or (vi) money market mutual funds that are invested in securities described in (i), (ii) or (iii) and that are rated "Aaa" by Moody's Investors Service or "AAAm-G" by Standard & Poor's Ratings Services or the comparable rating by Fitch IBCA, Inc.

7. Moneys in the Acquisition Fund shall be used to pay for the cost of acquisition of the Equipment listed in the Lease. Such payment shall be made from the Acquisition Fund upon presentation to the Escrow Agent of one or more properly executed Payment Request and Acceptance Certificates, a form of which is attached as **Exhibit B**, executed by Lessee and approved by Lessor, together with an invoice for the cost of the acquisition of said Equipment and a written approval by Lessor of the Vendor be paid. In making any disbursement pursuant to this **Section 7**, the Escrow Agent may conclusively rely as to the completeness and accuracy of all statements in such Payment Request and Acceptance Certificate, and the Escrow Agent shall not be required to make any inquiry, inspection or investigation in connection therewith. The approval of each Payment Request and Acceptance Certificate by the Lessor shall constitute unto the Escrow Agent an irrevocable determination by the Lessor that all conditions precedent to the payment of the amounts set forth therein have been completed.

8. The Acquisition Fund shall terminate upon the occurrence of the earlier of (a) the presentation of a proper Payment Request and Acceptance Certificate and the Final Acceptance Certificate, a form of which is attached as **Exhibit C**, properly executed by Lessee, or (b) the presentation of written notification by the Lessor, or, if the Lessor shall have assigned its interest under the Lease, then the assignees or subassignees of all of Lessor's interest under the Lease or an Agent on their behalf, that the Lease has been terminated pursuant to **Section 8** or **20** of the Lease. Upon termination as described in clause (a) of this paragraph, any amount remaining in the Acquisition Fund shall be used to prepay the principal portion of Rental Payments unless Lessor directs that payment of such amount be made in such other manner directed by Lessor that, in the opinion of nationally recognized counsel in the area of tax-exempt municipal obligations satisfactory to Lessor, will not adversely affect the exclusion of the interest components of Rental Payments from gross income for federal income tax purposes. If any such amount is used to prepay principal, the Rental Payment Schedule attached to the Lease shall be revised accordingly as specified by Lessor. Upon termination as described in clause (b) of this paragraph, any amount remaining in the Acquisition Fund shall immediately be paid to Lessor or to any assignees or subassignees of Lessor interest in this Lease.

9. The Escrow Agent may at any time resign by giving at least 30 days written notice to Lessee and Lessor, but such resignation shall not take effect until the appointment of a successor Escrow Agent. The substitution of another bank or trust company to act as Escrow Agent under this Escrow Agreement may occur by written agreement of Lessor and Lessee. In addition, the Escrow Agent may be removed at any time, with or without cause, by an instrument in writing executed by Lessor and Lessee. In the event of any resignation or removal of the Escrow Agent, a successor Escrow Agent shall be appointed by an instrument in writing executed by Lessor and Lessee. Such successor Escrow Agent shall indicate its acceptance of such appointment by an instrument in writing delivered to Lessor, Lessee and the predecessor Escrow Agent. Thereupon such successor Escrow Agent shall, without any further act or deed, be fully vested with all the trusts, powers, rights, duties and obligations of the Escrow Agent under this Escrow Agreement and the predecessor Escrow Agent shall deliver all moneys and securities held by it under this Escrow Agreement to such successor Escrow Agent whereupon the duties and obligations of the predecessor Escrow Agent shall cease and terminate. If a successor Escrow Agent has not been so appointed with 90 days of such resignation or removal, the Escrow Agent may petition a court of competent jurisdiction to have a successor Escrow Agent appointed.

10. Any corporation or association into which the Escrow Agent may be merged or converted or with or into which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, shall be and become successor Escrow Agent hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

11. The Escrow Agent incurs no responsibility to make any disbursements pursuant to the Escrow Agreement except from funds held in the Acquisition Fund. The Escrow Agent makes no representations or warranties as to the title to any Equipment listed in the Lease or as to the performance of any obligations of Lessor or Lessee.

12. The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of this Escrow Agreement other than its own execution thereof or any instrument deposited with it, nor as to the identity, authority or right of any person executing the same; and its duties hereunder shall be limited to those specifically provided herein.

13. Unless the Escrow Agent is guilty of negligence or willful misconduct with regard to its duties hereunder, Lessee, to the extent permitted by law, and Lessor jointly and severally hereby agree to indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Escrow Agreement; and in connection therewith, to indemnify the Escrow Agent against any and all expenses, including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

14. The aggregate amount of the costs, fees, and expenses of the Escrow Agent in connection with the creation of the escrow described in and created by this Escrow Agreement and in carrying out any of the duties, terms or provisions of this Escrow Agreement is a one time fee in the amount of \$250.00 to be paid by Lessee concurrently with the execution and delivery of this Escrow Agreement.

Notwithstanding the preceding paragraph, the Escrow Agent shall be entitled to reimbursement from Lessor of reasonable out-of-pocket, legal or extraordinary expenses incurred in carrying out the duties, terms or provisions of this Escrow Agreement. Claims for such reimbursement may be made to Lessor and in no event shall such reimbursement be made from funds held by the Escrow Agent pursuant to this Escrow Agreement. The Escrow Agent agrees that it will not assert any lien whatsoever on any of the money or Qualified Investments on deposit in the Escrow Fund for the payment of fees and expenses for services rendered by the Escrow Agent under this Escrow Agreement or otherwise.

15. If Lessee, Lessor or the Escrow Agent shall be in disagreement about the interpretation of the Lease or this Escrow Agreement, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, but shall not be required to, file an appropriate civil action to resolve the disagreement. The Escrow Agent shall be indemnified by Lessor and Lessee, to the extent permitted by law, for all costs, including reasonable attorneys' fees and expenses, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under this Escrow Agreement until a final judgment in such action is received.

16. The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection for any action or non-action taken by the Escrow Agent in accordance with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of facts or errors of judgment, or for any acts or omissions of any kind unless caused by its negligence or willful misconduct.

17. This Escrow Agreement shall be governed by and construed in accordance with the laws of the state in which the Escrow Agent is located.

18. In the event any provision of this Escrow Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

19. This Escrow Agreement may not be amended except by a written instrument executed by Lessor, Lessee and the Escrow Agent.

20. This Escrow Agreement may be executed in several counterparts, each of which so executed shall be an original.

IN WITNESS WHEREOF, Lessor, Lessee and the Escrow Agent have caused this Escrow Agreement to be executed by their duly authorized representatives.

Commerce Bank
LESSOR

By: _____

Title: _____

City of Windcrest
LESSEE

By: _____

Printed Name: Rafael Castillo, Jr.
Title: City Manager

The Commerce Trust Company
ESCROW AGENT

By: _____

Title: _____

EXHIBIT A

ARBITRAGE INSTRUCTIONS

These Arbitrage Instructions provide procedures for complying with § 148 of the Internal Revenue Code of 1986, as amended (the “Code”), in order to preserve the exclusion from federal gross income of the interest portions of the Rental Payments under the Lease.

1. Temporary Period/Yield Restriction. Except as described in this paragraph, money in the Acquisition Fund must not be invested at a yield greater than the yield on the Lease. Proceeds of the Lease in the Acquisition Fund and investment earnings on such proceeds may be invested without yield restriction for three years after the Start Date of the Lease. If any unspent proceeds remain in the Acquisition Fund after three years, such amounts may continue to be invested without yield restriction so long as Lessee pays to the IRS all yield reduction payments under § 1.148-5(c) of the Treasury Regulations.

2. Opinion of Bond Counsel. These Arbitrage Instructions may be modified or amended in whole or in part upon receipt of an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations, satisfactory to Lessor, that such modifications and amendments will not adversely affect the exclusion of the interest components of Rental Payments from gross income for federal income tax purposes.

EXHIBIT B

FORM OF PAYMENT REQUEST AND ACCEPTANCE CERTIFICATE

To: The Commerce Trust Company, as Escrow Agent
 and Commerce Bank, as Lessor
 8000 Forsyth Blvd., Suite 510
 St. Louis, Missouri 63105

Re: Windcrest TX Sch. 001 established by the Escrow Agreement, dated October 29, 2015 (the "Escrow Agreement")
 among Commerce Bank, as Lessor ("Lessor"), the City of Windcrest ("Lessee") and The Commerce Trust Company,
 as Escrow Agent (the "Escrow Agent")

Ladies and Gentlemen:

The Escrow Agent is hereby requested to pay from the Acquisition Fund to the person or corporation designated below as Payee, the sum set forth below in payment of a portion or all of the cost of the acquisition of the equipment or the interest portions of Rental Payment(s) described below. The amount shown below is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition of the equipment or payment of the interest portions of Rental Payment(s) and has not formed the basis of any prior request for payment.

The equipment described below is part or all of the "Equipment" that is listed in the Master Lease Agreement dated as of the Twenty-Ninth day of October, 2015 (the "Lease") described in the Escrow Agreement.

Equipment: _____

Payee: _____

Amount: \$ _____

Lessee hereby certifies and represents to and agrees with Lessor and the Escrow Agent as follows:

- (1) The Equipment described above (a) has been delivered, installed and accepted on the date hereof, or (b) the amount requested is a down payment currently due on said Equipment.
- (2) If (1)(a) is applicable, Lessee has conducted such inspection and/or testing of said Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts said Equipment for all purposes.
- (3) If (1)(a) is applicable, Lessee is currently maintaining the insurance coverage required by **Section 17** of the Lease.

Lessee hereby certifies and represents to Lessor and the Escrow Agent that no event or condition that constitutes, or with notice or lapse of time or both would constitute, an Event of Default (as such term is defined in the Lease) exists at the date hereof.

Dated: _____, 20____

APPROVED:

Commerce Bank
LESSOR

By: _____

Title: _____

City of Windcrest
LESSEE

By: _____

Printed Name: Rafael Castillo, Jr.
Title: City Manager

EXHIBIT C

FINAL ACCEPTANCE CERTIFICATE

[THIS CERTIFICATE IS TO BE EXECUTED ONLY WHEN **ALL** EQUIPMENT
HAS BEEN ACCEPTED]

The undersigned hereby certifies that the equipment described above, together with the equipment described in and accepted by Payment Request and Acceptance Certificates previously filed by Lessee with the Escrow Agent and Lessor pursuant to the Escrow Agreement, constitutes all of the Equipment subject to the Lease.

Dated: _____

City of Windcrest
LESSEE

By: _____

Printed Name: Rafael Castillo, Jr.
Title: City Manager

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. City of Windcrest	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☒ Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) 3 Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) 8601 Midcrown Drive	
	6 City, state, and ZIP code Windcrest, TX 78239	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
7	4		-	1	5	8	7	9	4

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ¹
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i) (B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



P.O. Box 11309, St. Louis, MO 63105

Invoice Date: 10/29/2015

Due Date: 12/11/2015

REMIT via CHECK

PAYABLE TO: Commerce Trust Company
Corporate Trust Department TBMZ-5

INVOICE TO: City of Windcrest
8601 Midcrown Dr.
Windcrest, TX 78239

922 Walnut Street, 10th Floor
Kansas City, MO 64106

ATTENTION: Sarah Mangham, Munipal Finance
Officer

ATTENTION: Lois Agrusa

Reference: Escrow Account Set-Up fee

\$250.00

Invoice Subtotal **\$250.00**

Total **\$250.00**

For questions concerning this Invoice please call 314.746.3752 PLEASE NOTE: no funds will be disbursed from Escrow until receipt of this payment



RESOLUTION NO. 2015-571(R)

**A RESOLUTION APPROVING THE PURCHASE AND
INSTALLATION OF PARK LIGHT FIXTURES AND
AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND
EXECUTE AN AGREEMENT FOR SUCH SERVICES**

WHEREAS, it would enhance the health, safety and welfare of the citizens of the City of Windcrest for the city to purchase and install park light fixtures.

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

1. An agreement with Graybar Electric Company, Inc. to purchase and install park light fixtures for a cost of \$398,697.80 is hereby approved.
2. The City Manager is authorized to negotiate and execute an agreement with Graybar Electric Company, Inc. for such purchase and installation and is furthermore authorized to execute all financing documents necessary and appropriate for the financing of such park lights, including a lease with Commerce Bank.

DULY PASSED AND APPROVED, on the 7th day of December, 2015, at a meeting of the City Council of the City of Windcrest, Texas, which meeting was held in compliance with the Open Meetings Act, Tex. Gov't. Code, §551.001, et. seq. at which meeting a quorum was present and voting.

Alan Baxter, Mayor

ATTEST:

Kelly Rodriguez, City Secretary

APPROVED AS TO FORM:

Michael S. Brenan, City Attorney



City Council Agenda Item Report

December 7, 2015

Contact – Andrew Hunt, P.E., CFM
andrew.hunt@projectcontrol.com

Resolution #: 2015-572(R)

**SUBJECT: DELIBERATION AND POSSIBLE ACTION ON A RESOLUTION
AUTHORIZING AN AGREEMENT WITH R. L. JONES LP TO PERFORM ROADWAY
CAPITAL IMPROVEMENT PROGRAM PACKAGE # 3 AND AUTHORIZING CITY
MANAGER TO EXECUTE THE AGREEMENT**

1. BACKGROUND/HISTORY

The City of Windcrest has experienced significant pavement distress on roadways across the City as a result of the recent record drought conditions. The record drought and now record rainfall have activated the severe shrink-swell behavior of the soils on which the City's roadways are built.

To enhance the quality of life for City residents and improve as many lane miles of distressed pavements as funding allows, the City began a prioritized, multi-year Roadway Capital Improvement Program (CIP) in 2012. The roadway improvements were organized and grouped into Packages to give the City the best opportunity for quality and cost by grouping the work according to how the marketplace organizes itself. Packages #1 and #2 are complete, and Package #3 has been design and competitively bid.

The design and construction of Package #3 is a grouping of similar Roadway CIP projects comprised of street improvements ranging from extensive crack repair and slurry seals all the way to mill and overlays. As with Package #1, the mill and overlay projects will include point base repair, localized leveling, and some curb and driveway apron replacement. Portions or all of the following streets will be improved as part of Package #3:

- Windcrest Dr at Windsong
- Crosswind Dr (Fourwinds to Galewind)
- Fenwick Dr.
- Candleglo (Midcrown to Golfcrest)

- Winfield Blvd / Winfield Cir
- Waxwing Cir
- Waxwing Dr
- Fawndale Ln. (west end to Parkcrest)

2. FINDINGS/CURRENT ACTIVITY

Competitive bids were received, opened and read aloud at City Hall on September 25, 2015. Two contractors responded, with R.L. Jones, LP providing the lowest bid.

On October 1, 2015, after reviewing the competitive bid packages, the City's design engineer IDS Engineering Group recommended award of Package #3 to R.L. Jones LP.

3. FINANCIAL IMPACT

The City's Capital Projects Streets 19-500-800 has a budget of \$1,071,006 for the FY 15-16. The low bid provided by R. L. Jones is \$822,977.00.

The next low bid provided was \$941,960. The Engineer's Estimate for this project was \$941,109.00.

4. ACTION OPTIONS/RECOMMENDATION

Approval of this agreement would enhance the quality of life of the citizens of the City of Windcrest and would remain true to the promises made to the citizens for over three years.

R.L. Jones, LP was also the winning contractor for CIP Package #2, which was a much more complicated project. During that project, RL Jones worked very well with the City staff and her citizens with integrity, timeliness and a high quality installation.

City Engineer recommends to take action on Resolution to authorize and execute contract with R. L. Jones, LP for the Roadway CIP Package #3 Project.



CITY OF WINDCREST

ROADWAY CAPITAL IMPROVEMENT PROGRAM

STATUS REPORT – SEPTEMBER 2015

IN THE SPOTLIGHT

Roadway Improvement Projects - Package #3

The design and construction Package #3 is a grouping of similar Roadway CIP projects comprised of street improvements ranging from extensive crack repair and slurry seals all the way to mill and overlays. As with Package #1, the mill and overlay projects will include point base repair, localized leveling, and some curb replacement. As is shown in orange on the map below, portions or all of the following streets will be improved as part of Package #3:

- Windcrest Dr at Windsong
- Crosswind Dr (Fourwinds to Galewind)
- Fenwick Dr.
- Candleglo (Midcrown to Golfcrest)
- Winfield Blvd / Winfield Cir
- Waxwing Cir
- Waxwing Dr
- Fawndale Ln. (west end to Parkcrest)

The following activities have occurred or are anticipated for Package #3:

- **The procurement process for the Roadway Contractor is expected to be complete by Early October 2015, with Construction anticipated to begin by mid- to late-October 2015.**
- Sealed Bids will be publicly opened and read on September 25, 2015 at 10:00 a.m.
- A non-mandatory Pre-bid conference was held on September 18, 2015.
- The Construction Documents were released for public bids on August 26, 2015.
- The City has coordinating with BCWCID #10 to include needed roadway repairs that resulted from a water main break at Waxwing Drive as part of this package

Roadway Maintenance

In April 2015, the City selected Lone Star Paving as the City's on-call routine maintenance contractor. The first round of crack sealing operations began in the last week of September 2015. Crack sealing is being performed on the following streets:

- | | |
|---------------|--------------|
| • Windvale Dr | • Zephyr |
| • Melody | • Driftwind |
| • Windsong | • Spaceway |
| • Bronzeglo | • Windfield |
| • Wilmon Way | • Midcrown |
| • Tradewind | • Faircrest |
| • Weathercock | • Windway |
| • Windcrest | • Cleardrift |
| • Crosswind | • Dalecrest |
| • Galewind | • Waycrest |
| • Cloudmont | |

City of Windcrest Major Roadway Capital Improvement Projects Map



Major Roadway Design Packages

- Package 1 (Minor Repair)
- Package 2 (Major Repair)
- Package 3 (Minor Repair)
- Package 4 (Major Repair)
- Individual Project
- Windcrest City Limits

LOOKING FORWARD

Roadway Improvement Projects - Package #4

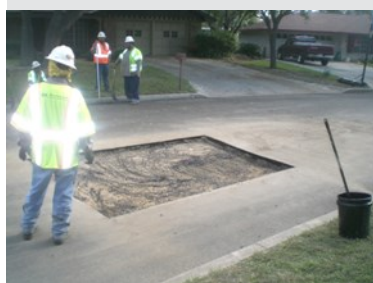
The design and construction Package #4 is a grouping of similar Roadway CIP projects comprised of complete roadway reconstruction projects, including reconstruction of curb ramps, driveway approaches, and sidewalks. As is shown in purple on the map above, portions or all of the following streets will be improved as part of Package #4:

- Parkcrest Dr at Walzem
- Midcrown Dr
- Sunhaven Dr
- Walter Raleigh

The following activities have occurred or are anticipated for Package #4:

- All survey and geotechnical engineering is complete
- The detailed engineering design is planned to begin mid-October, 2014
- Engineering design and contractor procurement is anticipated to take approximately 8 months to complete
 - ⇒ The primary reason for the longer design time is that coordination is required with TxDOT for the roads that intersect Walzem Rd, which is owned by TxDOT
- **The construction scheduled will be determined to support the City's goal to fund the project with cash (debt free) and is anticipated to begin the Summer of 2016.**
- Construction activities will be coordinated with the North Side ISD so as to compliment and not to interfere with Windcrest Elementary school and construction activities.

Project Photos: Point Repairs



COMPLETED PROJECTS SINCE 2012

Roadway Improvement Projects - Package #2

Construction Package #2 is the second of four groupings of similar Roadway CIP projects comprised of complete roadway reconstruction projects, including reconstruction of curb ramps, driveway approaches, and sidewalks. Construction began in late April, 2014 with contractor RL Jones, LP of San Antonio. Each road segment was reconstructed using a process of full depth reclamation and cement stabilization of the road base with full depth curbs to limit moisture intrusion. **Streets were regarded to improve drainage, new curbs were installed, many driveways and sidewalks were replaced, and mailboxes were brought up to modern accessibility standards. Project was completed in September 2014.** As is shown in blue on the map on page 2, portions or all of the following streets will be improved as part of Package #2:

- Northgap Dr & Northbend Dr.
- Moorside Drive (Fenway to Fawndale)
- Bluegrass Ln (Balfour to Fenwick)
- Hickory Hollow
- Pintail Point
- Cattail Creek
- Teal Way
- Shady Brook

Roadway Improvement Projects - Package #1

This project began in March 2013 with engineering provided by IDS Engineering. Construction activities began on July 29, 2013 with the awarded contractor being ASC Paving. Construction activities were certified as Substantially Complete on September 12, 2013 by the design engineer of record, IDS Engineering. The design and construction Package #1 is the first of four groupings of similar Roadway CIP projects comprised of street improvements ranging from extensive crack repair and slurry seals all the way to mill and overlays. The mill and overlay projects includes point base repair, localized leveling, and some curb replacement. As shown on the map below in red (see pg 2), portions or all of the following streets will be improved as part of Package #1 :

- | | |
|---------------------|-------------------|
| • Windgarden Circle | • Weatherly Drive |
| • Zephyr Drive | • Bronzeglo Drive |
| • Winsong Drive | • Hidden Hollow |
| • Richfield Street | • Brook Falls |
| • Richfield Drive | • Meadow Grove |



Project Photographs for CIP Package #1

Courtesy: IDS Engineering and YPR, Inc.

PROJECT HIGHLIGHTS—ROADWAY IMPROVEMENT PACKAGE #2



Hickory Hollow



Mooreside



Bluegrass Lane



Teal Point

Project Photos: Point Repairs



COMPLETED PROJECTS SINCE 2012...

Citywide Pavement Point Repairs

This project began in October, the start of FY 12-13, with engineering and project management provided by **Young Professional Resources (YPR)** of Windcrest. This project is now complete. This project involved pavement repairs that require some level of engineering prior to receiving bids from pavement contractors. During the month of April and May:

- All work under the original contract was completed.
- All additional repair work approved by the City in March was completed on May 10, 2013.

Point repairs occurred at the following areas:

- 417 Winfield Dr.
- Cleardrift - Between Windcrest & Faircrest
- 5638 Cleardrift
- 429 Cloudmont Dr.
- 409 Cloudmont Dr.
- 302 Cloudmont Dr.
- Intersection Windsor Hill & Fourwinds Dr.
- Intersection of Windfield Dr. & Windway
- 506 Fenwick Dr.
- 605 Fenwick Dr.
- 522 Fenway Lane
- Fenway Between Sunhaven & Walzem
- 705 Fawndale Lane
- 5918 Bayou Bend
- 601 Candleglo Dr.
- 505 Candleglo Dr.
- 709 Windfield Circle
- Intersection Windfield & Rocklyn Lane
- 725 Windrock Dr.
- 514 Crestway Dr.
- 525 Crestway Dr.
- 538 Crestway Dr.
- 546 Crestway Dr.
- 621 Crestway Dr.
- 613 Crestway Dr.
- 1905 Marco Polo
- 1908 Marco Polo
- 1917 Marco Polo
- 1925 Marco Polo
- 442 Faircrest Dr.
- 462 Faircrest Dr.
- 6438 Vista Butte
- 1924 Ponce De Leon
- 1914 Francis Drake
- 1901 Francis Drake
- 1310 James Cook
- 6326 Cypress Creek
- 6315 Cypress Creek
- 6303 Mallard Point
- 8406 Willow Cross
- 8402 Willow Cross
- 6431 Vista Butte
- 6415 Vista Butte
- 6315 Lakewood Park
- 6115 Brook Falls
- 6107 Brook Falls
- Bayou Bend at Brook Falls
- Meadow Grove
- 6003 Crescent Falls

Project Photos: Package #1
(IDS Engineering and YPR, Inc.)



COMPLETED PROJECTS...

Parkcrest Drive – North of Walzem to Candleglo

This project began in October 2012, with engineering and project management provided by **Raba Kistner** and subconsultant M&S Engineering. Parkcrest Drive was closed for one week from Walzem Road to Candleglo for the improvements. The project was completed on schedule on March 28, 2013. Progress photos can be seen to the left.

The roadway improvements consisted of street restoration involving milling and removing existing asphalt pavement and installing a new asphalt surface. The limits of the project were Walzem Rd to the alleyway north of Balfour. The work also included the repair of existing base material and an application of a prime and tack coat. This project also involved a topographic survey, geotechnical engineering with pavement cores and testing, and design documents prior to receiving competitive bids from roadway contractors.

Emergency Pavement Point Repairs

Maintaining the City's existing roadways is a key goal of the Roadway CIP. After the severe rains of September, the City initiated Emergency Pavement Point Repairs in October 2012 which was completed in December 2012. Engineering and project management was provided by **Young Professional Resources (YPR)** of Windcrest. This project targeted pavement areas that, if not corrected quickly, would lead to more extensive and expensive repairs later. Pictures to the left highlight steps in the process.

ABOUT THE WINDCREST ROADWAY CAPITAL IMPROVEMENT PROGRAM

The City of Windcrest began experienced significant pavement distress on roadways across the City as a result of the recent record drought conditions. The drought and following heavy rains have activated the severe shrink-swell behavior of the soils on which the City's roadways are built.

Starting in 2012, to enhance the quality of life for City residents and improve as many lane miles of distressed pavements as funding allows, the City began a prioritized, multi-year Roadway Capital Improvement Program (CIP). This is the first such program ever initiated by the City. The program aims to patch potholes and failed pavement sections, seal pavement cracks, resurface pavements, reconstruct roadways, and repair sidewalks and drainage in some areas.

The City has committed to a total CIP budget of \$3.5M including planning, design, and construction. The CIP will be funded by cash saved by the City. As part of the Roadway CIP, the City has selected **Raba Kistner, Inc.** to support City staff in the management and oversight of the program.



October 1, 2015

Mr. Rafael Castillo, Jr.
City Manager
City of Windcrest
8601 Midcrown
Windcrest, TX 78239

Reference: Windcrest Roadway CIP Package #3
Contract Award Letter

Dear Mr. Castillo:

On September 25, 2015, bids for the referenced project were opened and read aloud. The low bidder was R.L. Jones LP with a base bid of \$815,177.00. After tabulation and evaluation of the bids received, it is to the best of our knowledge and belief, the lowest and best qualified bid is that of R.L. Jones LP. We recommend the award of the contract to R.L. Jones LP in the amount of \$822,977.00 (\$815,177.00 base + \$7,800.00 extras).

If you have any questions, please contact us.

Sincerely,



Thong Le, P.E.
Project Manager

cc: Andrew Hunt, PE, Raba Kistner Facilities
Sarah Mangham, City of Windcrest

Attachments: Bid Tabulation
Contractor Bid Documents Submittal Checklist



613 NW Loop 410,
Suite 550
San Antonio, TX 78216
Phone: 210-340-8481

Windcrest CIP Package 3
Bid Tabulation

Bid Opening September 25, 2015 @ 10:00 a.m.

				IDS Engineering Group OPCC		RL Jones, LP		Winters Construction, Inc.	
ITEM NO.	ITEM DESCRIPTION	BID QUANTITIES	UNIT	UNIT BID PRICE	EXTENDED AMOUNT	UNIT BID PRICE	EXTENDED AMOUNT	UNIT BID PRICE	EXTENDED AMOUNT
EARTHWORK									
100.1	Mobilization	1	LS	\$ 17,136.00	\$ 17,136.00	\$ 15,000.00	\$ 15,000.00	\$ 70,000.00	\$ 70,000.00
100.2	Insurance and Bond	1	LS	\$ 17,136.00	\$ 17,136.00	\$ 14,000.00	\$ 14,000.00	\$ 50,000.00	\$ 50,000.00
101.1	Preparing Right-of-Way	1	LS	\$ 17,136.00	\$ 17,136.00	\$ 6,000.00	\$ 6,000.00	\$ 50,000.00	\$ 50,000.00
103.1	Remove Concrete Curb	1,340	LF	\$ 5.00	\$ 6,700.00	\$ 4.00	\$ 5,360.00	\$ 18.00	\$ 24,120.00
103.3	Remove Sidewalks and Driveways	1,570	SF	\$ 6.00	\$ 9,420.00	\$ 4.00	\$ 6,280.00	\$ 15.00	\$ 23,550.00
EARTHWORK SUBTOTAL =				\$ 67,528.00		\$ 46,640.00		\$ 217,670.00	
BASE & SURFACE COURSES									
202.1	Prime Coat	4,760	GAL	\$ 6.00	\$ 28,560.00	\$ 1.00	\$ 4,760.00	\$ 3.00	\$ 14,280.00
203.1	Tack Coat	2,380	GAL	\$ 5.00	\$ 11,900.00	\$ 5.00	\$ 11,900.00	\$ 6.00	\$ 14,280.00
205.4	Hot Mix Asphaltic Pavement Type D (2.0 inches pavement thickness)	23,760	SY	\$ 13.00	\$ 308,880.00	\$ 10.50	\$ 249,480.00	\$ 12.50	\$ 297,000.00
230.1	Flexible Pavement Structure Repair (8" Type B)	4,080	SY	\$ 30.00	\$ 122,400.00	\$ 82.00	\$ 334,560.00	\$ 58.00	\$ 236,640.00
340 2247	Dense Graded hot Mix Asphalt (Method) TY-D PG 70-22 (Level up)	90	TON	\$ 100.00	\$ 9,000.00	\$ 110.00	\$ 9,900.00	\$ 150.00	\$ 13,500.00
354 2021	Planing Asphalt Concrete Pavement (0"-2")	23,760	SY	\$ 13.00	\$ 308,880.00	\$ 3.70	\$ 87,912.00	\$ 3.00	\$ 71,280.00
BASE & SURFACE COURSES SUBTOTAL =				\$ 789,620.00		\$ 698,512.00		\$ 646,980.00	
MISCELLANEOUS CONSTRUCTION									
500.1	Concrete Curb & Gutter (14" depth)	1,340	LF	\$ 25.00	\$ 33,500.00	\$ 20.00	\$ 26,800.00	\$ 25.00	\$ 33,500.00
502.1	Concrete Sidewalks Conventionally Formed (Exposed Aggregate Finish)	10	SY	\$ 75.00	\$ 750.00	\$ 100.00	\$ 1,000.00	\$ 65.00	\$ 650.00
503.1	Portland Cement Concrete Driveway - Residential	200	SY	\$ 75.00	\$ 15,000.00	\$ 100.00	\$ 20,000.00	\$ 75.00	\$ 15,000.00
512.1	Adjusting Existing Manholes	10	EA	\$ 1,500.00	\$ 15,000.00	\$ 300.00	\$ 3,000.00	\$ 800.00	\$ 8,000.00
512.3	Valve Box Adjustments	0	EA	\$ -	\$ -	\$ -	\$ -	\$ 800.00	\$ -
513.1	Removing and Relocating Mail Boxes (Ornamental)	0	EA	\$ -	\$ -	\$ -	\$ -	\$ 300.00	\$ -
516.2	St. Augustine Sodding	305	SY	\$ 5.00	\$ 1,525.00	\$ 5.00	\$ 1,525.00	\$ 7.00	\$ 2,135.00
530.1	Barricades, Signs and Traffic Handling	1	LS	\$ 17,136.00	\$ 17,136.00	\$ 17,000.00	\$ 17,000.00	\$ 10,000.00	\$ 10,000.00
540.1	Curb Inlet Gravel Filters	70	LF	\$ 15.00	\$ 1,050.00	\$ 10.00	\$ 700.00	\$ 10.00	\$ 700.00
MISCELLANEOUS CONSTRUCTION SUBTOTAL =				\$ 83,961.00		\$ 70,025.00		\$ 69,985.00	
TOTAL BID AMOUNT				\$ 941,109.00		\$ 815,177.00		\$ 934,635.00	
EXTRA ITEMS									
103.4	Remove Miscellaneous Concrete	75	SF	\$ -		\$ 5.00	\$ 375.00	\$ 3.00	\$ 225.00
234.1	Base Reinforcement (TX 140)	650	SY	\$ -		\$ 6.50	\$ 4,225.00	\$ 6.00	\$ 3,900.00
512.3	Valve Box Adjustments	4	EA	\$ -		\$ 800.00	\$ 3,200.00	\$ 800.00	\$ 3,200.00
EXTRA ITEMS SUBTOTAL =					\$ -		\$ 7,800.00		\$ 7,325.00



RESOLUTION NO. 2015-572(R)

**A RESOLUTION ACCEPTING THE BID OF RL JONES FOR THE
WINDCREST ROADWAY CIP PACKAGE #3**

WHEREAS, the city elects to accept the bid of RL Jones for the Windcrest Roadway CIP Package #3 which was the lowest bidder for the project.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Windcrest, Texas, that the City of Windcrest hereby accepts the bid of RL Jones for the Windcrest Roadway CIP Package #3 for the bid amount of \$815,177.00 plus extras of \$7,800.00, and the City Manager is authorized to negotiate and execute all documents necessary to implement this resolution.

PASSED AND APPROVED this the ____ day of _____, 2015.

MAYOR

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY



RESOLUTION NO. 2015-546(R)

A RESOLUTION ELECTING A MAYOR PRO TEMPORE

WHEREAS, Section 3.11 of the City Charter requires the election of a Mayor Pro Tempore;
and

WHEREAS, there has not been an election of a Mayor Pro Tempore since the general
election in November of 2013; and

WHEREAS, PAMELA DODSON has carried over the position of Mayor Pro Tempore from
a time prior to the election of November of 2013; and

WHEREAS, the City Council wishes to elect a Mayor Pro Tempore to fulfill its charter
responsibility.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
WINDCREST, TEXAS that _____ is hereby elected as Mayor Pro Tempore of the
City of Windcrest and will assume said office upon taking his oath of office.

PASSED and APPROVED this ____ day of _____, 2015.

ALAN BAXTER, MAYOR

ATTEST:

KELLY RODRIGUEZ, CITY SECRETARY

2015-546(R)

APPROVED AS TO FORM:

MICHAEL S. BRENAN, CITY ATTORNEY



PARTIAL MINUTES OF SPECIAL CITY COUNCIL MEETING

On the 30th day of November 2015 at 7:00 p.m. the City Council, of the City of Windcrest, Texas convened in a special meeting at the Windcrest City Hall, 8601 Midcrown Dr., Windcrest Texas the meeting being open to the public and notice of said meeting giving the date, place and subjects thereof, having been posted as prescribed by 551.041 of the Government Code, and there being present and in attendance the following members: Mayor Alan E. Baxter, Council Members Gerd “Jake” Jacobi, Pam Dodson, Kim Wright, and Matt Vandenberg, thus constituting a quorum at which time the following business was transacted. Also present were Rafael Castillo, Jr., City Manager, and David Rodulfo, Assistant City Secretary.

These minutes are in lieu of official minutes at the beginning of the meeting being recorded on the Granicus system in which there were technical difficulties.

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

Mayor Baxter called the meeting in to order at 6:00 p.m. and lead the pledge of allegiance. Council Member Matt Vandenberg provided the invocation. Councilman Gerd Jacobi asked Councilwoman Kim Wright why she did not salute the flag. Councilwoman Wright explained it was her religious right.

****The remainder of the meeting is on Granicus****

http://windcresttx.granicus.com/MediaPlayer.php?view_id=8&clip_id=1620



JOB DESCRIPTION

Job description statements are intended to describe the general nature and level of work being performed by employees assigned to this job title. They are not intended to be construed as an exhaustive list of all responsibilities, duties and skills required.

EFFECTIVE DATE: July 2015

JOB TITLE: Administrative Assistant II/Building Permit Clerk

DEPARTMENT: Fire

REPORTING RESPONSIBILITY: Fire Chief

SCOPE OF SUPERVISION: N/A

FLSA CLASSIFICATION: Non-exempt

I. **JOB SUMMARY:** Under supervision, the Administrative Assistant will maintain a positive link between the community and the Fire Department; perform clerical, reception and secretarial duties. Responsible for maintaining patient records, monthly reports to the City, Fire Department Association and the State. Under direct supervision of the City Administration responsible for issuing permits, scheduling inspections.

II. **JOB REQUIREMENTS:**

A. **EDUCATION AND/OR EXPERIENCE:** High school diploma or GED, college degree preferred.

B. **CERTIFICATES, LICENSES, REGISTRATIONS:** Emergency Care Assistant (ECA) desired but not required.

C. **CONTINUING EDUCATION:** ECA Qualified CE's as required

D. **SKILLS:**

1. **READING:** Fire reports, manuals, memos, office communications, policies and procedures

2. **WRITING:** Ability to communicate effectively in writing.
3. **MATH:** Operation of calculator and computer.
4. **REASONING:** Constantly make decisions, analyze, synthesize, troubleshoot, and act on a wide variety of sources and types of information on a daily basis. Skill in organizing resources and establishing priorities.
5. **SPEAKING:** Effective verbal communication skill required.
6. **SUPERVISORY ASSISTANCE:** Chairperson for Annual fundraising activities as defined by the Fire Chief. Primarily Annual Gala and Firefighter Picnic
7. **MANAGERIAL:** N/A
8. **INTERPERSONAL:** Work with staff, the general public, Mayor, and City Council, clear verbal communication required.
9. **OTHER JOB SKILLS:** Skill in the use of computers. Knowledge, ability and certifications required to maintain the skills necessary to effectively carry out the multiple job duties and responsibilities.

III. ESSENTIAL JOB FUNCTIONS:

FIRE:

A. Maintain current and accurate documentation

1. Process, maintain and submit patient forms monthly to the managing agency
2. Maintain current records for the Insurance Services Office Inc. Records include hose, ladder, SCBA, pump and fire hydrant testing reports.
3. Process, maintain and submit patient forms monthly to the UTHSCSA-EMT CE Coordinator.
4. Maintain current records for the Insurance Services Office Inc.
5. Records include hose, ladder, SCBA, pump and fire hydrant testing reports.
6. Coordinate and schedule meetings when necessary.
7. Receive and direct incoming phone calls and visitors
8. Compose and type minutes of meetings when necessary.
9. Post-daily service calls to Fire Programs.

10. Prepare monthly reports to City Council and Fire Department Association.
11. Prepare monthly & semi-annual reports to the State of Texas (NFIRS).
12. Report annual county expenditures to the Bexar County Fire Marshal's Office.
13. Prepare Fire Department review for the Bexar County Fire Marshal's Office.
14. Report Medic training hours as needed to the Texas Department of State Health Services.
15. Assist with maintaining First Responder personnel certification levels and expiration date.
16. Report annually to the State Firemen Fire Marshal's Association of firefighter qualifications.
17. Maintain area Fire Department Chief's and address list.
18. Maintain current contracts with San Antonio EMS, First Responder Agreement and Mutual Aid.
19. Prepare and maintain fire department inventory
20. Update fire department phone roster, daily log and service call sheets.
21. Assist and serve as joint head chairperson of the Annual Firemen's Picnic. Duties include:
 - a. Coordinating and conducting meetings with a total of 100 volunteers amounting to 800 man hours.
 - b. Preparations of correspondences to local business and residents
 - c. Create and maintain database for donations received
 - d. Responsible for booking entertainment, carnival activities, and delivery of gifts
22. Works closely with the Director of Building Services, responsible for performing difficult clerical work requiring specialized knowledge of department operations; and does related work as required.
23. Coordinates incoming Building Services work requests and orders.
24. Schedules appointments for the Director and other department staff.
25. Schedules inspections for the City Inspector.
26. Issues and takes payment for building permits.
27. Maintains contractor licenses and liability insurance information.
28. Prepares monthly reports and presentations for department.

IV. OTHER JOB FUNCTIONS:

1. Operates computer, typewriter, copier/fax, and calculator.
2. Miscellaneous daily and phone work;
 - b. Direct customers to appropriate personnel when necessary.
3. Assists the Mayor, City Manager, Municipal Finance Officer, Economic Development Corporation, Fire Department, and City pool with various tasks and projects.

V. WORKING CONDITIONS AND JOB DEMANDS: Work may, on occasion, involve exposure to unusual elements, such as extreme temperatures, dirt, dust, fumes, smoke, unpleasant odors, and/or loud noises. The physical demands described here are representative to those that must be met by an employee to successfully perform the essential functions of this position.

While performing the duties of this position, the employee is frequently required to sit; talk or hear; stand; walk; use hands to finger, handle, or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to climb or balance, stoop, kneel, crouch or crawl; and taste or smell.

The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move up to 75 pounds. Specific vision abilities required by this position include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

JOB DUTIES	PERCENT OF TIME	STRENGTH	PHYSICAL DEMAND
ESSENTIAL FUNCTIONS	90%	M	A B C D E F G H I J K M N P Q R S U
OTHER JOB FUNCTIONS	10%	L	A B C D E F G H I J K L M N O P Q R S T U

ESSENTIAL FUNCTIONS - LISTED IN DESCENDING ORDER OF FREQUENCY; IN THE STRENGTH COLUMN, S= SEDENTARY, L= LIGHT, M= MEDIUM, H= HEAVY, VH= VERY HEAVY.

PHYSICAL DEMANDS - SEE CODE LISTED IN PHYSICAL DEMAND COLUMN; A= STANDING, B= SITTING, C= WALKING, D= LIFTING, E= CARRYING, F= PUSHING/PULLING, G= REACHING, H= HANDLING, I= FINE DEXTERITY, J= KNEELING, K= CROUCHING, L=CRAWLING, M= BENDING, N= TWISTING, O= CLIMBING, P=

BALANCING, Q= VISION, R= HEARING, S=TALKING, T= FOOT
CONTROLS, U= OTHER

- VI. NON-PHYSICAL DEMANDS:** Change of tasks, performing multiple tasks simultaneously and working with others as part of a team, noisy/distracting environment, irregular schedule/overtime, tedious exacting work, and time line demands.
- VII. MACHINES, TOOLS, EQUIPMENT AND WORK AIDES:** City vehicle, computer workstation and/or laptop, phone, copier and fax.

Other duties may be assigned to meet needs of the City of Windcrest.

I have reviewed this Job Description and find it to be a fair description of Job Responsibility and Duties.

Employee-Signature

City Manager Signature



JOB DESCRIPTION

Job description statements are intended to describe the general nature and level of work being performed by employees assigned to this job title. They are not intended to be construed as an exhaustive list of all responsibilities, duties and skills required.

EFFECTIVE DATE: April 2013

JOB TITLE: Administrative Assistant

DEPARTMENT: Fire

REPORTING RESPONSIBILITY: Fire Chief

SCOPE OF SUPERVISION: N/A

FLSA CLASSIFICATION: Non-exempt

I. **JOB SUMMARY:** Under supervision, the Administrative Assistant will maintain a positive link between the community and the Fire Department; perform clerical, reception and secretarial duties. Responsible for maintaining patient records, monthly reports to the City, Fire Department Association and the State.

II. **JOB REQUIREMENTS:**

- A. **EDUCATION AND/OR EXPERIENCE:** High school diploma or GED, college degree preferred.
- B. **CERTIFICATES, LICENSES, REGISTRATIONS:** Emergency Care Assistant (ECA) desired but not required.
- C. **CONTINUING EDUCATION:** ECA Qualified CE's as required
- D. **SKILLS:**
 - 1. **READING:** Fire reports, manuals, memos, office communications, policies and procedures
 - 2. **WRITING:** Ability to communicate effectively in writing.

3. **MATH:** Operation of calculator and computer.
4. **REASONING:** Constantly make decisions, analyze, synthesize, troubleshoot, and act on a wide variety of sources and types of information on a daily basis. Skill in organizing resources and establishing priorities.
5. **SPEAKING:** Effective verbal communication skill required.
6. **SUPERVISORY:** Chairperson for Annual fundraising activities as defined by the Fire Chief. Primarily Annual Gala and Firefighter Picnic
7. **MANAGERIAL:** N/A
8. **INTERPERSONAL:** Work with staff, the general public, Mayor, and City Council, clear verbal communication required.
9. **OTHER JOB SKILLS:** Skill in the use of computers. Knowledge, ability and certifications required to maintain the skills necessary to effectively carry out the multiple job duties and responsibilities.

III. **ESSENTIAL JOB FUNCTIONS:**

A. **Maintain current and accurate documentation**

1. Process, maintain and submit patient forms monthly to the managing agency
2. Maintain current records for the Insurance Services Office Inc. Records include hose, ladder, SCBA, pump and fire hydrant testing reports.
3. Process, maintain and submit patient forms monthly to the UTHSCSA-EMT CE Coordinator.
4. Maintain current records for the Insurance Services Office Inc.
5. Records include hose, ladder, SCBA, pump and fire hydrant testing reports.
6. Works to maintain the City's electronics records system.
7. Coordinate and schedule meetings when necessary.
8. Receive and direct incoming phone calls and visitors
9. Compose and type minutes of meetings when necessary.
10. Post-daily service calls to Fire Programs.
11. Prepare monthly reports to City Council and Fire Department Association.
12. Prepare monthly & semi-annual reports to the State of Texas (NFIRS).

13. Report annual county expenditures to the Bexar County Fire Marshal's Office.
14. Prepare Fire Department review for the Bexar County Fire Marshal's Office.
15. Report Medic training hours as needed to the Texas Department of State Health Services.
16. Maintain First Responder personnel certification levels and expiration date.
17. Report annually to the State Firemen Fire Marshal's Association of firefighter qualifications.
18. Prepare audit for worker's compensation on an annual basis for the Texas Municipal League.
19. Maintain area Fire Department Chief's and address list.
20. Maintain receipts of expenditures for medical reimbursement.
21. Maintain current contracts with San Antonio EMS, First Responder Agreement and Mutual Aid.
22. Prepare and maintain fire department inventory
23. Update fire department phone roster, daily log and service call sheets.
24. Serves as head chairperson of the Annual Firemen's Picnic. Duties include:
 - a. Coordinating and conducting meetings with a total of 100 volunteers amounting to 800 man hours.
 - b. Preparations of correspondences to local business and residents
 - c. Create and maintain database for donations received
 - d. Responsible for booking entertainment, carnival activities, and delivery of gifts

IV. OTHER JOB FUNCTIONS:

1. Operates computer, typewriter, copier/fax, and calculator.
 2. Miscellaneous daily and phone work;
 - b. Direct customers to appropriate personnel when necessary.
- assist voters requesting general election information.
10. Assists the Mayor, City Manager, Municipal Finance Officer, Economic Development Corporation, Fire Department, and City pool with various tasks and projects.

V. WORKING CONDITIONS AND JOB DEMANDS: Work may, on occasion, involve exposure to unusual elements, such as extreme temperatures, dirt, dust, fumes, smoke, unpleasant odors, and/or loud noises. The physical demands

described here are representative to those that must be met by an employee to successfully perform the essential functions of this position.

While performing the duties of this position, the employee is frequently required to sit; talk or hear; stand; walk; use hands to finger, handle, or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to climb or balance, stoop, kneel, crouch or crawl; and taste or smell.

The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move up to 75 pounds. Specific vision abilities required by this position include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

JOB DUTIES	PERCENT OF TIME	STRENGTH	PHYSICAL DEMAND
ESSENTIAL FUNCTIONS	90%	M	A B C D E F G H I J K M N P Q R S U
OTHER JOB FUNCTIONS	10%	L	A B C D E F G H I J K L M N O P Q R S T U

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- VI. NON-PHYSICAL DEMANDS:** Change of tasks, performing multiple tasks simultaneously and working with others as part of a team, noisy/distracting environment, irregular schedule/overtime, tedious exacting work, and time line demands.
- VII. MACHINES, TOOLS, EQUIPMENT AND WORK AIDES:** City vehicle, computer workstation and/or laptop, phone, copier and fax.

Other duties may be assigned to meet needs of the City of Windcrest.

I have reviewed this Job Description and find it to be a fair description of Job Responsibility and Duties.

Employee-Signature

City Manager Signature

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Last Updated: 8/17/2015 11:00:15 AM Updated By: Natalia Witmer

Version Name: Administrative Assistant/Building Permits Clerk

Page Description: Job Openings, job postings, <Job Posting Title>

You have 153 characters left.

Content Type: Editor

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Page Type: Editor

Available Content Width: 544px / 5.66 in.

Page Title: Job Openings for the City of Windcrest

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Administrative Assistant

Job Description

Under supervision, the Administrative Assistant will maintain a positive link between the community and the Fire Department; perform clerical, reception and secretarial duties. Responsible for maintaining patient records, monthly reports to the City, Fire Department Association and the State. Under direct supervision of the City Administration responsible for issuing permits, scheduling inspections.

Job Requirements

Education and/or Experience:
High school diploma or GED, college degree preferred.

To Apply

[For Job Application please click here.](#)

NOVEMBER 20, 2015 MEETING

This is what was discussed this morning with Mayor Baxter and Rafael Castillo, City Manager.

1. The term of the lease will be for ten (10) years with our current lease agreement, of \$100.00 per / month plus water supplied to agreed areas currently served. This includes the use of the conference room and council chambers for meetings.
2. The areas to be transferred to Bexar County W.C.I.D. #10, including our current office space, are as follows:
 - A. The office currently occupied by the Permit / Fire department office (Courtney's office)
 - B. The current break area located behind the Water District office approximately 153 square feet.
 - C. The Water District would be responsible for the first \$50,000, of remodeling and the City will be responsible for the next \$9,000 of the remodel.
 - D. The City agrees to pay all Architect and Engineering fees required for this project.

This matter must be approved by the Water District Board.

Thank you,

David Wallace
General Manager
Bexar County W.C.I.D. #10



RECEIVED

11-23-15

[Signature]
City Secretary

Rec. NOV. 23, 2015 AM

[Signature]



Plan North



True North



Studio8
Architecture & Interiors

Department Renovation Plan: Option #1
City of Windcrest: BCWCID #10

Demolition Plan

1

Rafael Castillo

From: Andrew Hunt <andrew.hunt@projectcontrol.com>
Sent: Thursday, November 05, 2015 2:13 PM
To: Rafael Castillo
Subject: Status of Tenant Improvements for BCWCID #10

Rafael,

Last week the architect met again with David Wallace and Sue Alexander of the water district to review and make changes to the first draft floor plan for renovating and expanding the water districts' leased space.

Later in the week, Studio8 provided 4 options to David and Sue for their review. They selected option 3, which expands the water district space into the entire break room area.

Alpha Buildings has received the drawing for option 3 and is updating their estimate. We are planning to provide an estimate by the middle of next week to David prior to his next board meeting.

I am still expecting a cost under \$50,000.

ANDREW C. HUNT, P.E., CFM

C: 210.854.9518

O: 210.545.0008

Rafael Castillo

From: David Wallace <gmbcwcid10@gmail.com>
Sent: Monday, November 02, 2015 9:28 AM
To: Rafael Castillo
Subject: Fwd: City of Windcrest new work layout options

Look at these options... We chose # 3.

Thanks

David Wallace

On Thu, Oct 29, 2015 at 2:50 PM, David Wallace <gmbcwcid10@gmail.com> wrote:

----- Forwarded message -----

From: Stephanie Briseno <sbriseno@studio8architects.com>
Date: Thu, Oct 29, 2015 at 2:31 PM
Subject: City of Windcrest new work layout options
To: Andrew Hunt <andrew.hunt@projectcontrol.com>, David Wallace <gmbcwcid10@gmail.com>, Sue Alexander <salexanderbwcid10@gmail.com>, Lyn Cruz <lcruzhexarcountywcid10@gmail.com>
Cc: Megan Moshier <mmoshier@studio8architects.com>, Richard Garrod <rgarrod@studio8architects.com>, "rcastillo@windcrest-tx.gov." <rcastillo@windcrest-tx.gov>

All,

Attached are PDF's of 4 different options. We will also have hard copies couriered over to your office.

Please review and send your feedback so that we can incorporate for pricing set to be sent out to contractor early next week.

Do not hesitate to contact us with any questions or comments

Have a good day.

Stephanie Briseño, IIDA

Studio8

Austin & San Antonio

We're on the line at [\(210\) 314.4904](tel:(210)314.4904)

Join our community on Facebook & LinkedIn

Visit: studio8architects.com

--

David Wallace
General Manager
Bexar County W.C.I.D. #10

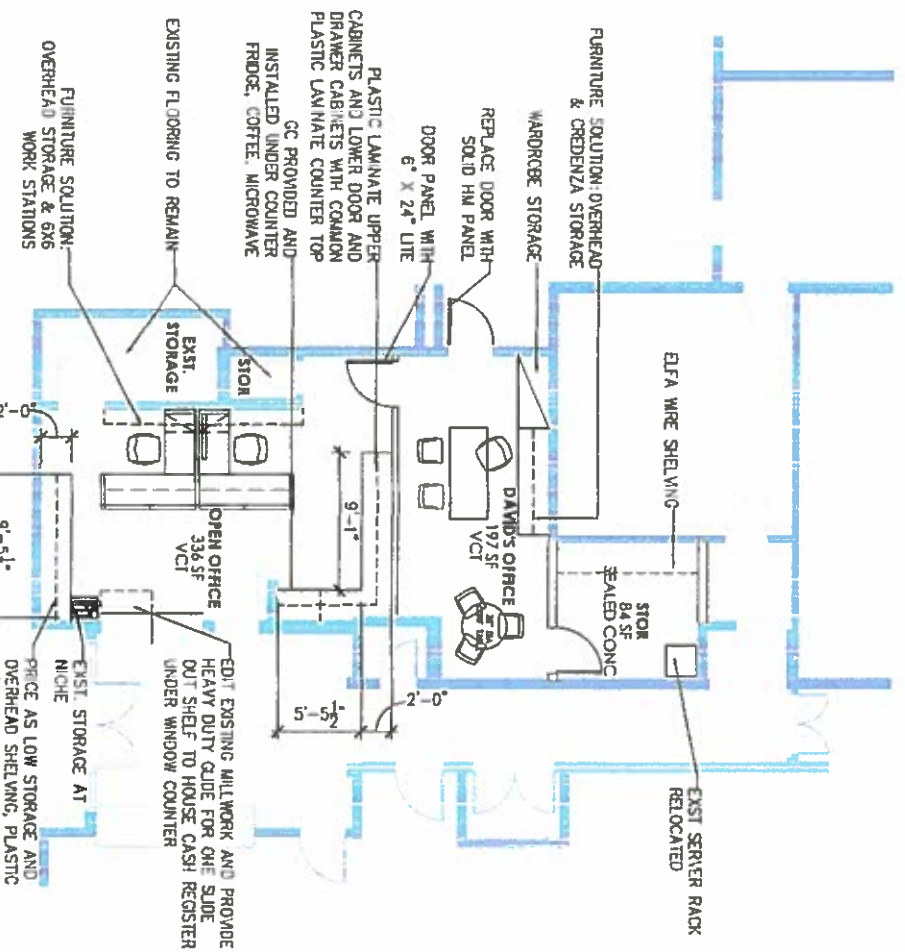
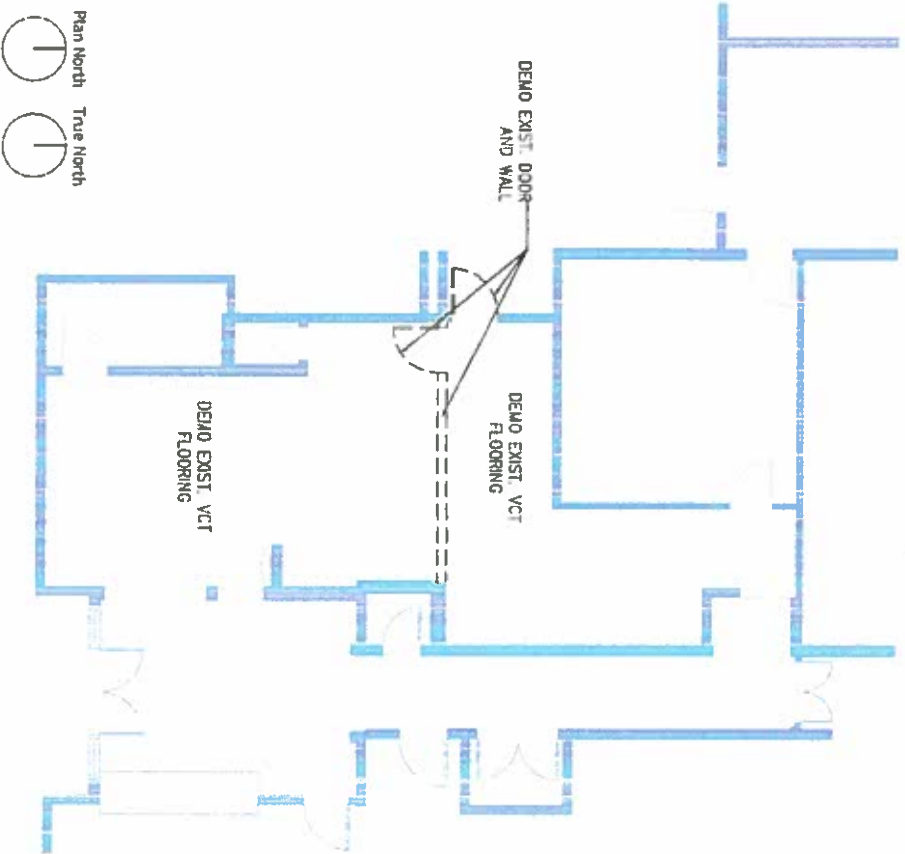
--

David Wallace
General Manager
Bexar County W.C.I.D. #10

GENERAL NOTES

1. ALL NEW PARTITIONS TO EXTEND 6" ABOVE THE GRID, TOP
2. ALL NEW PARTITIONS TO BE 3 5/8" 25 GAUGE METAL STUDS W/ BATT INSULATION
3. ALL NEW DOORS/FRAMES/HARDWARE TO BE SOLID CORE, LAMINATE, WITH HOLLOW METAL FRAME, U.N.O. COORDINATE HARDWARE WITH OWNER.
4. ALL WALLS IN AREA OF SCOPE TO RECEIVE FRESH COAT OF PNT, COLOR TBD.

5. PROVIDE NEW FLOORING AND RUBBER BASE AS INDICATED IN PLAN.
6. PROVIDE ADD ALTERNATE TO USE MARQUELUM DECOR IN LEU OF VCT
7. PROVIDE NEW 2x4 CEILING TILE BY ARWSTONG OR EQUAL, MODEL DUNE.
8. PROVIDE NEW 2x4 FLUORESCENT LIGHT FIXTURES, COORD W/ ARCH ON SPEC
9. COORDINATE WITH ARCHITECT ON POWER / DATA NEEDS FOR NEW FURNITURE, TBD



Demolition Plan

1

New Work Plan

2

CITY OF WINDCREST

RESOLUTION NO. 2012-382 (R)

A RESOLUTION OF THE CITY OF WINDCREST, TEXAS, (CITY) APPROVING THE TERMS OF AN INTERLOCAL COOPERATION CONTRACT (INTERLOCAL CONTRACT) WITH THE BEXAR COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 10 (DISTRICT) FOR THE BENEFIT OF THE CITIZENS AND RATE PAYERS IN THE COMMUNITY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE INTERLOCAL CONTRACT

WHEREAS, the Bexar County Water Control and Improvement District No. 10, a water control and improvement district, was created by the Texas State Board of Water Engineers on November 28, 1955, for the purposes of providing water and sewer services; and

WHEREAS, the City was incorporated in 1959 and adopted a home rule charter on November 6, 2007; and

WHEREAS, the City and the District agree that the terms of this Contract are in the best interest of and for the benefit of the citizens and ratepayers in the community; and

WHEREAS, the City and the District have agreed on the terms of the Interlocal Contract; and

WHEREAS, the Board of Directors of the District approved the Interlocal Contract at their meeting on July 6, 2012

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

Section 1. That all matters stated in the preamble are found to be true and correct.

Section 2. The City Council does hereby authorize the City Manager to execute on behalf of the City Council the Interlocal Contract with the District attached hereto as Exhibit A.

PASSED AND APPROVED this 6th day of July, 2012.



Pam Dodson, Mayor Pro Tem
City of Windcrest

ATTEST:



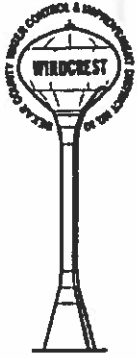
Kelly Rodriguez, Assistant City Secretary

APPROVED AS TO FORM:



Michael S. Brennan, City Attorney

Exhibit A



*Bexar County Water Control and
Improvement District #10*

8601 MIDCROWN DRIVE
WINDCREST TX 78239
(210) 655-2888
WWW.BEXARCOUNTYWCID10.COM

July 6, 2012

Mayor Alan Baxter
City of Windcrest
8601 Midcrown Drive
Windcrest, Texas 78239

Dear Mayor Baxter,

The Board of Directors approved the attached Interlocal Cooperation Contract By and Between the City of Windcrest and Bexar County Water Control and Improvement District #10 at its July 6, 2012 Special Board Meeting. The Contract is ready for the City to give its final approval.

If there are questions, please feel free to contact me.

Sincerely,


Melroy I. Brandt
President

Atch: Interlocal Cooperation Contract (2 copies)

h

INTERLOCAL COOPERATION CONTRACT

**by and between
City of Windcrest, Texas
and**

Bexar County Water Control and Improvement District Number 10

This Interlocal Cooperation Contract ("Agreement") is made and entered pursuant to the Interlocal Cooperation Act codified at Subchapter A, Chapter 791, of the Texas Government Code, by and between the City of Windcrest, Texas ("City") and the Bexar County Water Control and Improvement District Number 10 ("District"). The City and the District are jointly referred to hereinafter as the "Parties." The effective date of this agreement shall be the 16th day of July, 2012 ("Effective Date").

RECITALS

WHEREAS, the City is home rule municipality and municipal body politic incorporated in 1959; and

WHEREAS, the City's Home Rule Charter grants to the City various rights and responsibilities related to and for the purposes of government, interest, health, welfare and good order of the City and its inhabitants; and

WHEREAS, the District is a special district formed on November 28, 1955, in accordance with Article XVI, Section 59 of the Texas Constitution, and operating pursuant to Chapter 49 of the Texas Water Code; and

WHEREAS, the Order of the State of Texas creating the District establishes the purpose of the District as being responsible for and including, *inter alia*, the control, storing, preservation and distribution of its water and flood waters, for irrigation, power and all other useful purposes, to the end that the public health and welfare may be conserved and promoted, and the purity and sanitary conditions of the State's water protected, effected and restored; and

WHEREAS, the majority of the District's customers are also citizens of the City; and

WHEREAS, the City and District have coexisted and operated cooperatively since the incorporation of the City, and have engaged in the sharing resources on a mutually beneficial basis;

WHEREAS, City and District have previously entered into various formal agreements between them for the use and benefit of the City and the District; and

WHEREAS, the District and the City desire to enter into a formal, written agreement to become effective as of the Effective Date prescribed above; and

WHEREAS, the Texas Interlocal Cooperation Act authorizes the Parties, as local governments, to increase their respective efficiencies and effectiveness by contracting with one another; and

WHEREAS, each party finds that execution of this Agreement to be in its respective best interests, and the best interests of the citizens of the City and the ratepayers of the District; and

WHEREAS, the purpose of this agreement is to provide for the performance of governmental functions and services that each of the parties to this Agreement are entitled to perform individually.

NOW THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, for a good and valuable consideration, it is agreed as follows:

I.

Use and Sharing of Facilities and Equipment

- a. City hereby agrees to grant and demise unto the District the right to utilize and enjoy use of necessary space on a non-interference basis on the antenna mast located at 8601 Midcrown Drive for the District to mount one monopole antenna for the District's Supervisory Control and Data Acquisition system.
- b. District hereby agrees to grant and demise unto the City the right to utilize and enjoy necessary space on the top of the 750,000 gallon elevated storage tank located at 8540 Eaglecrest Drive as the site for its radio repeater site. City employees shall be granted unescorted access to the facility for maintenance purposes with stipulation that City employees will provide on-site surveillance of agents doing work in their behalf. City employees/agents are *prohibited* from coming in contact with potable water during the course of their activity.
- c. City and District agree to permit the other limited use of their equipment on a non-interference basis. The using party agrees to return the equipment in equal or better condition than it was received, except for reasonable wear and tear. Repairs for damages will be made at the user's expense to the satisfaction of the owner.

II.

Provision of and Payment for Water Service to City Locations, Water Supply for Fire Fighting Purposes, Payment for Wastewater Service

- a. District hereby agrees to provide water and wastewater service, at its sole cost and expense, to 421 Dalecrest and 461 Golfcrest, provided that such connections are used exclusively in connection with firefighting dormitories or operations; and also agrees to provide water, wastewater, and irrigation service to the locations shown on **Appendix 1**.

- b. District agrees, at its sole cost and expense, to provide water to the City for fighting fires and/or for training in connection with firefighting operations; provided that the City notifies the District, in writing, at least twenty-four (24) hours in advance of training events that will result in the use of water. The City's written notice required under this section shall include an estimate of the volume of water that may be used in connection with non-emergency, planned firefighting training or operations.
- c. City agrees to pay the District, at the then-applicable retail rate, for all water, wastewater, and irrigation service provided at the City swimming pool, Takas Civic Center and the Little League baseball fields.
- d. District hereby agrees to pay to the San Antonio Water System ("SAWS") all fees incurred as the result of wastewater services provided for the locations identified in Section II(a, c) of this Agreement, that enjoy wastewater service.
- e. Services to City connections other than those expressly described in Section II (a,c) hereof will be made at City's expense and City will be billed at prevailing rate applicable to that class of service. Connection charges will be in accordance with District policy for normal service request.

III. Fire Hydrants

- a. District agrees to perform repairs on those fire hydrants located in the City of Windcrest and north of Walzem Road. The District will acquire and maintain such equipment tools and expertise as are necessary to accomplish this task, and will be responsible for determining the materials needed for the repair and procurement of same.
- b. City agrees to reimburse the District within thirty (30) days after receiving a written Invoice for all materials, including replacement hydrants, utilized or procured by the District in connection with repairing fire hydrants pursuant to this Section.

IV. Repairs and Improvements

- a. **General Right of Repair and Improvement.** The District will make repairs and improvements to its water and waste water infrastructure as necessary and will notify the City of repairs as soon as practical, unless circumstances dictate otherwise.
- b. **Streets, Alley Approaches, Alley Repairs.** The District shall make repairs to streets, alley approaches and alleys damaged during the course of District maintenance, repair, or rehabilitation activities. Repairs will be performed in compliance with City standards. Said repairs will be guaranteed against defects

in workmanship or materials for two (2) years after work is completed. The City standards are attached at **Appendix 2**.

- c. Materials left over from projects performed by the Parties shall be promptly and properly stored. Unusable materials shall be disposed of in a manner consistent with city, county, state and federal regulations.

V.

Facilities for District Board Meetings

- a. The District will hold Board meetings in City's Council Chambers, but may, in its sole discretion, hold Board meetings in any location authorized by law.
- b. City, at its sole cost and expense, will provide the audio and/or video recording services needed to record the public meetings of the District's Board, held in City Council Chambers. The District agrees to coordinate with the City to have the recordings of such meetings posted and/or archived on official internet website(s) hosted by the City and/or the District.
- c. Nothing contained in this Section is intended to, or shall be construed to change the manner, time, location, notice or other requirements of the District's meetings.

VI.

Ordinance Concerning Drought Management/Critical Period Conservation

The City and the District agree to work together to develop a comprehensive Drought Management/Critical Period Ordinance (the "Drought Ordinance") that includes watering restrictions and best management practices designed to achieve the groundwater withdrawal reductions mandated by the Texas Legislature and the Edwards Aquifer Authority. The City and the District agree that it is more efficient for the District to enforce the drought policy as outlined in the Drought Ordinance and, accordingly, the City agrees to present for City Council consideration an ordinance delegating the enforcement provisions in the Drought Ordinance to the District. The City and District agree that any and all enforcement actions will be adjudicated in municipal court and any fines and fees from such enforcement actions will be collected for and delivered to the District net of any state imposed fees and a reasonable City fee related to the administrative costs of municipal court. The City and District further agree to work together to educate and inform the public about water restrictions and provide information for a public media campaign about water conservation.

VII.

Water Conservation Plan

City agrees to consider developing and adopting a written Water Conservation Plan which includes an evaluation of the City's water and wastewater use characteristics to identify water conservation opportunities and sets defined goals to be accomplished by water conservation measures. Said Water Conservation Plan shall define a strategy or

combination of strategies for reducing the consumption of water at City facilities and/or connections, reducing the loss or waste of water and/or improving or maintaining the City's efficiency in the use of water, and shall contain best management practices measures to try to meet the targets and goals identified in the plan.

VIII.

District Employee Participation in City Health Plan, Reimbursement of Premiums

- a. City agrees to provide administrative support and permit District employees to participate in the City's health care plan. City will submit a monthly invoice itemizing the premiums incurred for District employees and the District agrees to reimburse the City for all such premiums within two weeks of the City's submission.
- b. The District may terminate this Section pertaining to the City's health care plan upon written notice to the City; provided that such written notice of termination must be delivered no later than thirty (30) days prior to the commencement of the "open enrollment period" designated by the City's health benefit plan.
- c. Termination of this Section VII of this Agreement shall not effect, or otherwise work as a termination of, the remainder of this Agreement.

IX.

Elections

Election of the Board of Directors of the District. The District agrees to consider adopting a Resolution that will amend the District's Policies and Procedures concerning Board Elections. Said amendment may provide that, in addition to all those measures required by the Texas Election Code and/or other applicable law, the District will make efforts to publicize its elections and disseminate general information about elections.

X.

Term, Assignment and Notice of Default

- a. **Term.** The primary term of this Agreement will commence on the Effective Date and continue for five (5) years thereafter. Unless terminated in writing no less than sixty (60) days prior to the fifth anniversary of the Effective Date, this Agreement will automatically be extended for an additional twelve (12) months, renewable, with sixty (60) days notice, for successive twelve (12) month term.
- b. **Assignment.** This Agreement will not be assignable, in whole or in part, by either Party. Any assignment of rights or delegation of duties under this Agreement is void.
- c. **Notice to Cure and Remedies.** In the event of default by any Party, a non-defaulting Party shall give the defaulting Party written notice specifying the default

(the "Notice"). If the defaulting Party fails to cure fully any default within twenty (20) days after receipt of the Notice and thereafter to pursue diligently such cure to completion, then, the other Party will be entitled: (i) to a proper writ issued by a court of competent jurisdiction (as defined below) compelling and requiring the defaulting Party to observe and perform the covenants, obligations and conditions described in this Agreement; and (ii) to pursue all other legal or equitable remedies. The prevailing Party will be entitled to recover all expenses incurred by the prevailing Party, including reasonable attorneys' fees.

XI. Notice

Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the Party to be notified and with all charges prepaid; or (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery", addressed to the Party to be notified and with all charges prepaid; (iii) by personally delivering it to the Party, or any agent of the Party listed in this Agreement, or (iv) by facsimile with confirming copy sent by one of the other described methods of notice set forth. Notice by United States mail will be effective on the earlier of the date of receipt or three (3) days after the date of mailing. Notice given in any other manner will be effective only when received. For purposes of notice, the addresses of the Parties will, until changed as provided below, be as follows:

City: City of Windcrest, Texas
8601 Midcrown
Windcrest, Texas 78239
Attn: City Manager
Fax: (210) 655-8776

District: Bexar County Water Control & Improvement
District #10
8601 Midcrown
Windcrest, Texas 78239
Attn: General Manager
Fax: (210) 654-3888

The parties may change their respective addresses to any other address within the United States of America by giving at least five (5) days written notice to the other party. The District and the City may, by giving at least five (5) days' written notice to the Party, designate additional persons, including attorneys, to receive copies of notices under this Agreement.

XII. Miscellaneous

- a. **Payment Hereunder From Current Revenues.** The Parties agree that any and all payments to be made: (i) as the result of any obligation, right or responsibility created by this Agreement; or (ii) for the performance of any

governmental functions or services hereunder, shall be made from current revenues available to the paying party.

- b. **Authority.** City's acquisition of water and wastewater utility service under the terms of this Agreement is made pursuant to Section 8.01, Article VIII of the Windcrest Home Rule Charter, and Section 791.026(a), Texas Water Code, upon a finding that the most effective, efficient and economically feasible manner for the City to obtain a water supply is from the District by way of this Agreement.
- c. **Fulfillment of Past Rights and Obligations.** City and District agree that all rights and obligations heretofore existing between them have been fully and completely fulfilled and that neither Party has any further duties or obligations to the other concerning any prior agreements, whether written or verbal, which may exist between them.
- d. **Entire Agreement.** This Agreement contains the entire agreement of the Parties. There are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement can be amended only by written agreement signed by the Parties. This Agreement supersedes all other agreements between the Parties, whether verbal or written, concerning the subject matter. This Agreement shall bind and benefit the Parties hereto and their respective heirs, legal representatives, successors and assigns.
- e. **Severability; Waiver.**
 - (i) If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid or enforceable provision as is possible.
 - (ii) Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement will not be deemed a waiver thereof or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.
- f. **Force Majeure.** If either Party hereto is rendered unable by Force Majeure to carry out one or more of its obligations under this Agreement, then such obligations shall be suspended during the continuance of the inability caused by Force Majeure, provided that the Party claiming such inability uses reasonable diligence to resume performance at the earliest practical time. The term "Force Majeure," as used herein, shall include, without limitation of the generality thereof, (i) acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the Government of the United States or of the State of Texas or of a

Groundwater Conservation District (including but not limited to the Edwards Aquifer Authority) or of any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, arrests, restraint of government and people, civil disturbances, explosions, (ii) breakage or accidents to machinery, pipelines or facilities or contamination of water produced, and (iii) any other inability, whether similar to those enumerated or otherwise, which are not within the control of the Party claiming such inability and which such Party could not have avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the Party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demand of the opposing party or parties when such settlement is unfavorable to it in the judgment of the party having the difficulty.

- g. **Records.** Each Party agrees to keep accurate records and documentation of all of its activities pursuant to this Agreement in accordance with its respective document retention policy. Each Party shall have the right to review and copy such records of the other Party in accordance with, and subject to, the Texas Public Information Act, after first providing the other Party with at least ten (10) days prior written notice.
- h. **Applicable Law and Venue.** The interpretation, performance, enforcement and validity of this Agreement are governed by the laws of the State of Texas. Exclusive venue for all litigation concerning or arising from this agreement will be in the district courts of Bexar County, Texas, and this clause shall be deemed to be the Parties' forum and venue selection agreement.
- i. **Appendices, Headings, Construction and Counterparts.** All schedules and appendices referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument.
- j. **Mutual Drafting and Negotiation.** The Parties acknowledge that each of them have been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto.
- k. **Time.** Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.

1. **Authority for Execution.** The City certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the City's statutory authority, City Charter, and/or bylaws, and has been authorized by the governing body of the City. The District certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the District's statutory authority, Enabling/Creation Order, and/or bylaws, and has been authorized by the governing body of the District.

This agreement shall be deemed to have been executed by the Parties on the "Effective Date" first above written.

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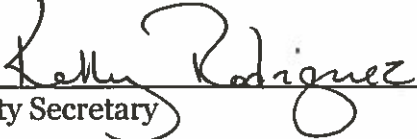
SIGNATURE PAGE TO
INTERLOCAL COOPERATION CONTRACT
by and between
City of Windcrest, Texas
and
Bexar County Water Control and Improvement District Number 10

Agreed and Approved:

CITY OF WINDCREST

BY: 
Mayor

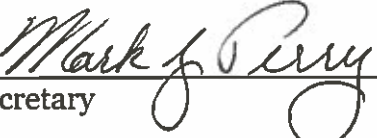
ATTEST:


City Secretary

BEXAR COUNTY WATER CONTROL AND
IMPROVEMENT DISTRICT #10

By: 
President:

ATTEST:


Secretary

LIST OF APPENDICES:

Appendix 1: Location of Utility Services Provided by District to City

Appendix 2: City Specifications for Street and Alley Repairs

APPENDIX 1

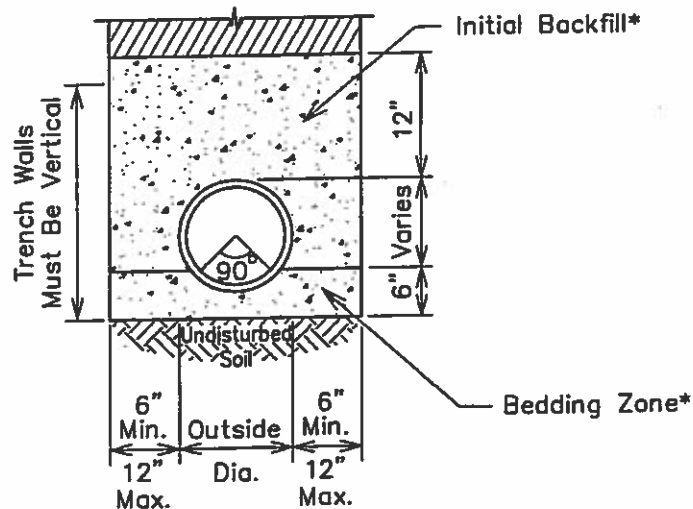
Location of Services Provided to City

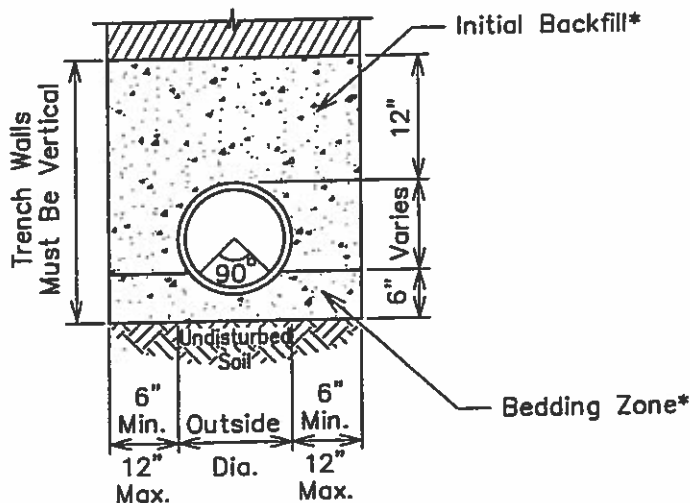
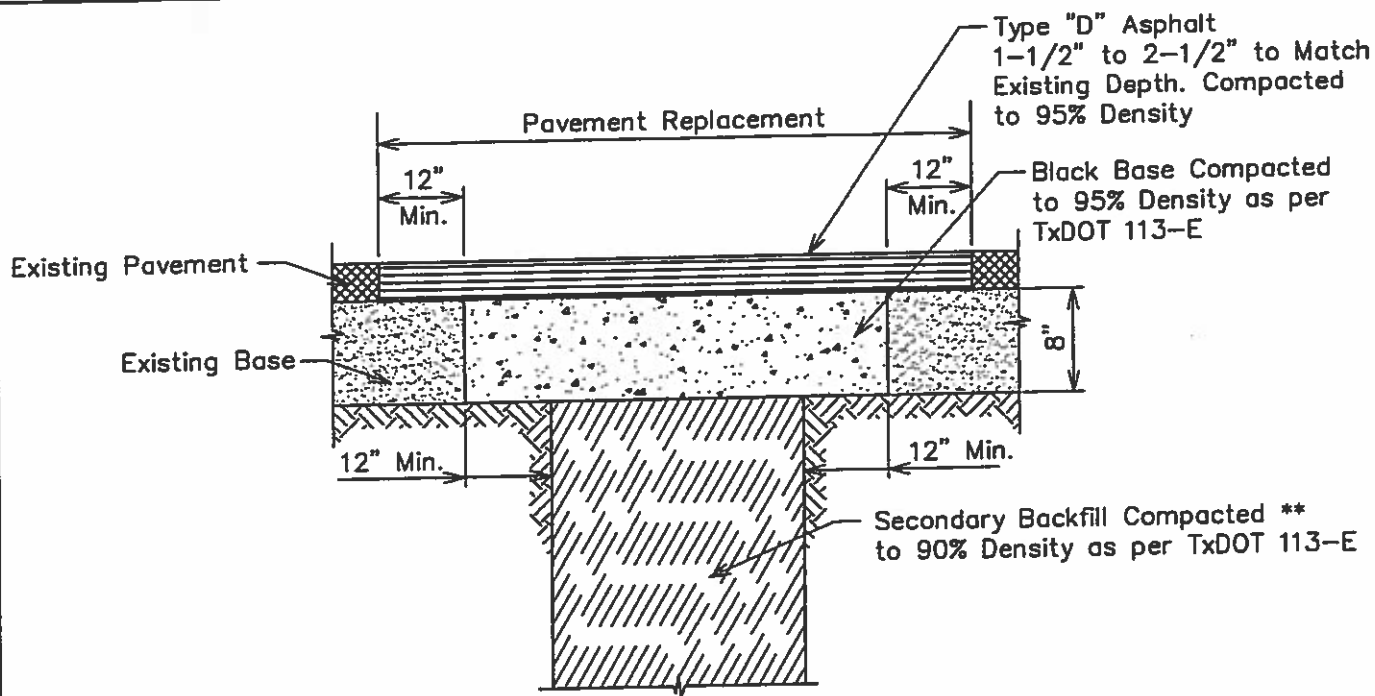
Account Number	Location
1. W00010	Autumn Sunset - Open Area (Inactive Since 2001)
2. W00156	6100 Brook Falls – Open Area (Inactive Since 2001)
3. W00307	Corto Circle Island – Open Area (Inactive Since 2001)
4. W00332	6000 Crescent Falls – Open Area (Inactive Since 2001)
5. W00969	Hidden Hollow/Windrock Island (Inactive Since 2001)
6. W01811	Windgarden Circle Island (Active)
7. W02018	8300 Windway - Open Area (Active)
8. W02086	Windy Hollow – Open Area (Inactive Since 2001)
9. W05220	Fourwinds – Open Area (Active)
10. W07182	Walzem/Midcrown – Open Area (East) (Infrequent)
11. W07183	Walzem/Midcrown – Open Area (West) (Active)
12. W07190	8601 Midcrown (Fire Station Irrigation) (Active)
13. W07195	8601 Midcrown (City Hall) (Active)
14. W07196	8601 Midcrown (City Hall Irrigation) (Active)
15. oC0615	Dormitory, 421 Dalecrest (Active)
16. oC0616	Dormitory, 461 Golfcrest (Active)
17. W07220	9315 Jim Seal Drive (Maintenance Facility) (Active)

APPENDIX 2

City Specifications for Street and Alley Repairs

See Attached Two Pages





WATER AND/OR SANITARY SEWER PIPE NEW, REPAIRED OR REPLACED UNDER STREET NOT TO SCALE

- * Bedding and Backfill Shall be in Accordance with S.A.W.S. Specifications 804.
- ** Secondary Backfill Shall be in Accordance with S.A.W.S. Specifications 804.

NOTE:

Areas with Extensive Erosion Due to Leaks will be Field Investigated by the City Engineer and the Limits of Repair will be Determined at that Time.

CITY OF WINDCREST

EXHIBIT

NOVEMBER 2011

SHEET 1 OF 2

CITY OF WINDCREST

RESOLUTION NO. 2012-383 (R)

A RESOLUTION OF THE CITY OF WINDCREST, TEXAS, (CITY) APPROVING THE TERMS OF A LEASE AGREEMENT WITH THE BEXAR COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 10 (DISTRICT) FOR THE USE OF OFFICE SPACE AND EQUIPMENT STORAGE SPACE ON CITY OWNED PREMISES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE LEASE AGREEMENT

WHEREAS, the Bexar County Water Control and Improvement District No. 10, a water control and improvement district, was created by the Texas State Board of Water Engineers on November 28, 1955, for the purposes of providing water and sewer services; and

WHEREAS, the City was incorporated in 1959 and adopted a home rule charter on November 6, 2007; and

WHEREAS, the District has maintained administrative offices at City Hall and has housed equipment on premises owned by the City; and

WHEREAS, the City and District desire to continue this arrangement for the convenience and benefit of the ratepayers and citizens of the community; and

WHEREAS, the City and the District have agreed on the terms of the Lease Agreement; and

WHEREAS, the Board of Directors of the District approved the Lease Agreement at their meeting on June 21, 2012

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

Section 1. That all matters stated in the preamble are found to be true and correct.

Section 2. The City Council does hereby authorize the City Manager to execute on behalf of the City Council the Lease Agreement with the District attached hereto as Exhibit A.

PASSED AND APPROVED this 16th day of July, 2012.



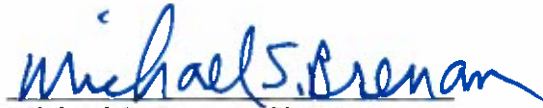
Pam Dodson, Mayor Pro Tem
City of Windcrest

ATTEST:



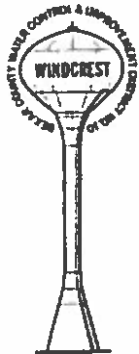
Kelly Rodriguez, Assistant City Secretary

APPROVED AS TO FORM:



Michael S. Brenan, City Attorney

Exhibit A



*Bexar County Water Control and
Improvement District #10*

8601 MIDCROWN DRIVE
WINDCREST TX 78239
(210) 655-2888
WWW.BEXARCOUNTYWCID10.COM

June 27, 2012

Mayor Alan Baxter
City of Windcrest
8601 Midcrown Drive
Windcrest, Texas 78239

Dear Mayor Baxter,

The Board of Directors approved the attached Lease Agreement By and Between the City of Windcrest and Bexar County Water Control and Improvement District #10 at its June 21, 2012 Regular Meeting. The Lease is ready for the City to give its final approval.

The Board requested that our attorney make several minor changes to the Interlocal agreement. Within the next couple of days, he should be forwarding the revised agreement to the City's attorney.

If there are questions, please feel free to contact me.

Sincerely,


Melroy I. Brandt
President

Atch: Lease Agreement (2 copies)

**Lease Agreement
By and between
City of Windcrest, Texas
and
Bexar County Water Control and Improvement District Number 10**

This Lease Agreement ("Agreement") is made and entered by and between the City of Windcrest, Texas ("City"), as "Landlord," and the Bexar County Water Control and Improvement District Number 10 ("District"), as "Tenant," on this 16th day of July, 2012. The City and the District are jointly referred to hereinafter as the "Parties."

RECITALS

WHEREAS, the City is home rule municipality and municipal body politic incorporated in 1959; and

WHEREAS, the District is a special district formed on November 28, 1955, in accordance with Article XVI § 59 of the Texas Constitution, and operating pursuant to Chapter 49 of the Texas Water Code; and

WHEREAS, the City and District have co-existed and operated cooperatively since the incorporation of the City, and have engaged in the sharing of resources on a mutually-beneficial basis; and

WHEREAS, the District currently houses its office operations and equipment in premises owned by the City; and

WHEREAS, City and District each desire that the District continues to conduct its operations in premises owned by the City under mutually-agreeable, written terms; and

WHEREAS, the Parties each find executing of this Lease Agreement to be in their respective best interests, and the best interests of the citizens of the City and the ratepayers of the District;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, for good and valuable consideration, it is agreed as follows:

{THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK}

Article I. Basic Lease Terms

Landlord: City of Windcrest, Texas

Landlord's Address: 8601 Midcrown
Windcrest, Texas 78239
Attn: City Manager
Fax: 210-655-8776

Tenant: Bexar County Water Control & Improvement District #10

Tenant's Address: 8601 Midcrown
Windcrest, Texas 78239
Attn: General Manager
Fax: (210) 654-3888

Primary Term: 60 months, commencing on August 1, 2012 ("Commencement Date") and ending at 11:59 p.m. on July 31, 2017 ("Termination Date") subject to the "Termination Grace Period" provided in Article V hereof.

Automatic renewal/ Extended Term:

Unless terminated in writing not less than sixty (60) days prior to the fifth anniversary of the Commencement Date, this Agreement will automatically be extended for an additional term of twelve (12) months ("Extended Term") beginning on the calendar day following the Termination Date and thereafter shall be extended for successive twelve (12) month terms unless terminated by giving notice not less than sixty (60) days prior to the expiration of the term; subject to the "Termination Grace Period" provided in Article V hereof.

Base Rent (monthly): \$100.00

Security Deposit: NONE

Permitted Use of **Premises "A"**: General office space for administration and management of a water utility, and all functions pertinent and incidental thereto, including file storage, and housing of computerized data.

Permitted Use of **Premises "B"**: Maintenance facility, equipment and materials storage, motor pool and general shop operations

pertinent to the production and delivery of retail water service.

Article II. Demised Premises

Premises "A"

Approximate square feet: 380 ft.²

Name of Building: City Hall

Street address/ suite: 8601 Midcrown

City, state, zip: Windcrest, TX 78239

***"Premises A"** is more fully described and depicted in the attached **"Attachment 1."**

Premises "B"

Description of space: Three (3) rooms situated in the south east portion of the maintenance building; One (1) inside parking bay -- distinguishing feature is pit in the floor; Three (3) covered parking bays; Approximately ½ covered parking bay; Four parking spaces in the parking lot.

Name of Building: City Maintenance Facility

Street address/ suite: 9326 Jim Seal Drive

City, state, zip: Windcrest, TX 78239

***"Premises B"** is more fully described and depicted as shaded spaces in the attached **"Attachment 2."**

Article III. Definitions

"Normal Operating Hours" means 8:00 A.M. to 5:00 P.M. Monday through Friday, except holidays.

"Common Areas" means all facilities and areas of the Premises and associated parking facilities and the related land that are intended and designated by Landlord from time to time for the common, general, and nonexclusive use of all occupants of the Premises. The term "Common Areas" includes, without limitation, kitchen and restroom facilities.

“Essential Services” means the following services: (a) air-conditioning and heating to the Premises reasonable for the Permitted Use (inclusive of air-conditioning and heating) during Normal Operating Hours and at such other times as Landlord and Tenant may agree on; (b) hot and cold water for lavatory and drinking purposes; (c) electricity and outlets for normal office machines and standard lighting reasonable for the Permitted Use; (d) communications demarcation points and outlets (including for telephone, fax, modem, server and router); and (e) access to conference areas for its regularly scheduled and special meetings.

“Injury” means (a) harm to or impairment or loss of property or its use, (b) harm to or death of a person, or (c) “personal and advertising injury” as defined in the form of liability insurance Tenant is required to maintain.

“Landlord” means the City of Windcrest, Texas and its agents, employees, invitees, licensees, or visitors.

“Parking Facility” means all surface lots or other areas designated for parking by occupants of the Premises.

“Rent” means Base Rent payable by Tenant to Landlord.

“Tenant” means Bexar County Water Control & Improvement District #10 and its agents, contractors, employees, invitees, licensees, or visitors.

Article IV. Clauses and Covenants

A. Tenant agrees to—

1. Lease the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date and for any Extended Term hereof.

2. Accept “**Premises A**” and “**Premises B**” in their present condition “AS IS,” the Premises being currently suitable for the Permitted Use.

3. Obey (a) all applicable laws relating to the use, condition, and occupancy of the Premises; and (b) any requirements imposed by utility companies serving or insurance companies covering the Premises.

4. Pay rent to the Landlord monthly, in advance, on the first day of the month, at Landlord’s Address.

5. Repair, replace, and maintain any part of the Premises that Landlord is not obligated to repair, replace, or maintain, normal wear excepted.

6. Submit in writing to Landlord any request for repairs, replacement, and maintenance that are the obligations of Landlord.

7. Vacate the Premises and return all keys to the Premises on the last day of the Term, or any extended Term.

B. Tenant agrees not to—

1. Use the Premises for any purpose other than the Permitted Use.

2. Create a nuisance.

3. Interfere with Landlord's, or any other tenant's normal business operations, or Landlord's management of the Building.

4. Permit any waste.

5. Use the Premises in any way that would increase insurance premiums or void insurance on the Building.

6. Change Landlord's lock system; provided, however Tenant is expressly authorized to, in its sole discretion, change the lock and key for "Premises A"

7. Alter the Premises.

8. Allow a lien to be placed on the Premises.

9. Assign this lease or sublease any portion of the Premises without Landlord's written consent.

C. Landlord agrees to—

1. Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

2. Obey all applicable laws with respect to Landlord's operation of the Building and Common Areas.

3. Provide the Essential Services.

4. Provide Tenant with quiet enjoyment of the Premises.

5. Repair, replace, and maintain the (a) roof, (b) foundation, (c) Common

Areas to include restroom and kitchen facilities, (d) structural soundness of the exterior walls, doors, corridors, and windows, and (e) other structures or equipment serving the Premises.

6. Install, at Landlord's expense, an electrical/power circuit separately metered, and dedicated exclusively for use by Tenant at ***Premises A.***

D. Landlord agrees not to—

1. Interfere with Tenant's possession of the Premises as long as Tenant is not in default.
2. Interfere with Tenant's normal business operations.

E. Landlord and Tenant agree to the following:

1. ***Alterations and Improvements to the Leased Premises.***

a. **Tenant Improvements.** Tenant may, in its sole discretion, make any alterations, or improvements in or to "Premises A;" provided however, that any alterations, physical additions, improvements, and fixtures, including but not limited to trade fixtures, added to or installed by either party hereto shall remain upon and be surrendered with the Premises and become the property of Landlord upon the expiration or earlier termination of this Lease without credit to Tenant. This clause shall not apply to moveable equipment, furniture or moveable trade fixtures owned by Tenant, which may be removed by Tenant at the end of the term of this Lease. Tenant shall not have authority or power, express or implied, to create or cause any mechanic's or material men's lien, charge or encumbrance of any kind against the Premises.

b. **No Construction or Improvements to "*Premises B.*"** Tenant may not make any alterations, or improvements in or to "Premises B," without the express written consent of Landlord.

2. ***Tenant's use and Parking.*** Tenant, and its employees and customers, and when duly authorized pursuant to the provisions of this Lease, its licensees and customers, shall have the non-exclusive right to use the Common Area, including surface parking lot(s), as constituted from time to time and such use is to be in common with the Landlord, other tenants in the City Hall and other persons permitted by Landlord to use the same, and subject to such reasonable rules and regulations governing use as Landlord may from time to time prescribe.

3. Insurance. Landlord shall provide fire and extended coverage insurance for the improvements on the Premises. Landlord and Tenant shall each maintain general public liability insurance for damage to property and injury or death to persons arising out of and in connection with the use of the Premises. The general liability insurance furnished by each party shall be at least \$1,000,000.00. Each party may maintain contents coverage as desired by the respective parties.

4. Release of Claims/Subrogation. LANDLORD AND TENANT RELEASE EACH OTHER FROM ALL CLAIMS OR LIABILITIES FOR DAMAGE TO THE PREMISES OR CITY HALL, DAMAGE TO OR LOSS OF PERSONAL PROPERTY WITHIN THE CITY HALL, AND LOSS OF BUSINESS OR REVENUES THAT ARE COVERED BY THE RELEASING PARTY'S PROPERTY INSURANCE OR THAT WOULD HAVE BEEN COVERED BY THE REQUIRED INSURANCE IF THE PARTY FAILS TO MAINTAIN THE PROPERTY COVERAGES REQUIRED BY THIS LEASE. THE PARTY INCURRING THE DAMAGE OR LOSS WILL BE RESPONSIBLE FOR ANY DEDUCTIBLE OR SELF-INSURED RETENTION UNDER ITS PROPERTY INSURANCE. LANDLORD AND TENANT WILL NOTIFY THE ISSUING PROPERTY INSURANCE COMPANIES OF THE RELEASE SET FORTH IN THIS PARAGRAPH AND WILL HAVE THE PROPERTY INSURANCE POLICIES ENDORSED, IF NECESSARY, TO PREVENT INVALIDATION OF COVERAGE. THIS RELEASE WILL NOT APPLY IF IT INVALIDATES THE PROPERTY INSURANCE COVERAGE OF THE RELEASING PARTY. THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF THE RELEASED PARTY BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASED PARTY.

5. Casualty/Total or Partial Destruction

- a. If the Premises are damaged by casualty and can be restored within ninety days, Landlord will, at its expense, restore the roof, foundation, Common Areas, and structural soundness of the exterior walls of the Premises and any leasehold improvements within the Premises that are not within Tenant's Rebuilding Obligations to substantially the same condition that existed before the casualty and Tenant will, at its expense, replace any of its damaged furniture, fixtures, and personal property and restore any leasehold improvements that are within Tenant's Rebuilding Obligations. If Landlord fails to complete the portion of the restoration for which Landlord is responsible within ninety days from the date of written notification by Tenant to Landlord of the casualty, Tenant may terminate this lease by written notice delivered to Landlord before Landlord completes Landlord's restoration obligations.
- b. If the Premises cannot be restored within ninety days, Landlord has an option to restore the Premises. If Landlord chooses not to restore, this lease will terminate. If Landlord chooses to restore,

Landlord will notify Tenant of the estimated time to restore and give Tenant an option to terminate this lease by notifying Landlord within ten days. If Tenant does not terminate this lease, the lease will continue and Landlord will restore the Premises as provided in a. above.

- c. To the extent the Premises are untenable after the casualty, the Rent will be adjusted as may be fair and reasonable.

6. **Default by Landlord/Events.** An event of default by Landlord includes the failure to comply with any provision of this lease within thirty days after written notice or failing to provide Essential Services to Tenant within ten days after written notice.

7. **Default by Landlord/Tenant's Remedies.** Tenant's remedies for Landlord's default are to sue for damages and, if Landlord does not provide an Essential Service within ten days after default, terminate this lease.

8. **Default by Tenant/Events.** An event of default by Tenant (a) includes the failure to pay timely Rent, (b) abandoning or vacating a substantial portion of the Premises without paying rent, or (c) failure to comply within ten days after written notice with any provision of this lease other than the defaults set forth in (a) and (b) above.

9. **Default by Tenant/Landlord's Remedies.** Landlord's remedies for Tenant's default are to terminate this lease by written notice and sue for damages, which shall be limited to rents due for the term of this lease, subject to Landlord's obligation to mitigate its damages.

10. **Default/Waiver/Mitigation.** It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease or provided by applicable law. Landlord and Tenant have a duty to mitigate damages.

11. **Holdover.** Strictly subject to Article V hereof, if Tenant does not vacate the Premises following termination of this lease, Tenant will become a tenant at will and must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term.

Article V. Termination Grace Period

1. Landlord and Tenant agree that Tenant shall retain a continued right to occupy and utilize "**Premises B**" in conformance with the Permitted Use for a period of 180 days following the date of termination and/or expiration of this Lease

("Termination Grace Period"), irrespective of whether such termination or expiration of this Lease results from the occurrence of the Termination Date, or other act or occurrence.

2. Article V shall survive termination and/or expiration of this Lease, and any termination of the remainder of this Lease shall not effect or otherwise work as a termination of this Article.

Article VI. Miscellaneous

1. ***Alternative Dispute Resolution.*** Landlord and Tenant agree to mediate in good faith before filing a suit for damages.

2. ***Attorney's Fees.*** If either party retains an attorney to enforce this lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court costs.

3. ***Venue.*** Exclusive venue will be in the state district courts of Bexar County, Texas, and this clause shall be deemed to be the Parties' forum and venue selection agreement.

4. ***Entire Agreement.*** This lease, together with Attachments 1 and 2 comprise the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this lease or to any expressly mentioned exhibits and riders not incorporated in writing in this lease.

5. ***Amendment of Lease.*** This lease may be amended only by an instrument in writing signed by Landlord and Tenant.

6. ***Notices.*** Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, or facsimile transmission and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

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EXECUTION PAGE TO LEASE AGREEMENT

**By and between
City of Windcrest, Texas
and**

Bexar County Water Control and Improvement District Number 10

Landlord:

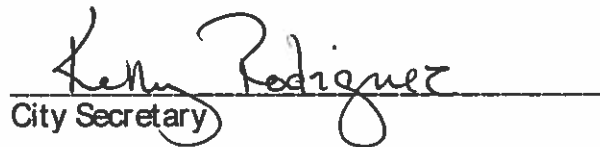
CITY OF WINDCREST

BY:



Mayor

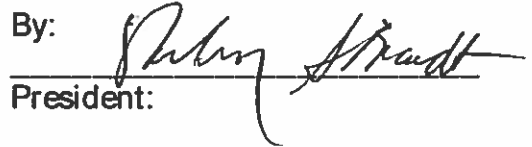
ATTEST:


City Secretary

Tenant:

BEXAR COUNTY WATER
CONTROL & IMPROVEMENT
DISTRICT #10

By:

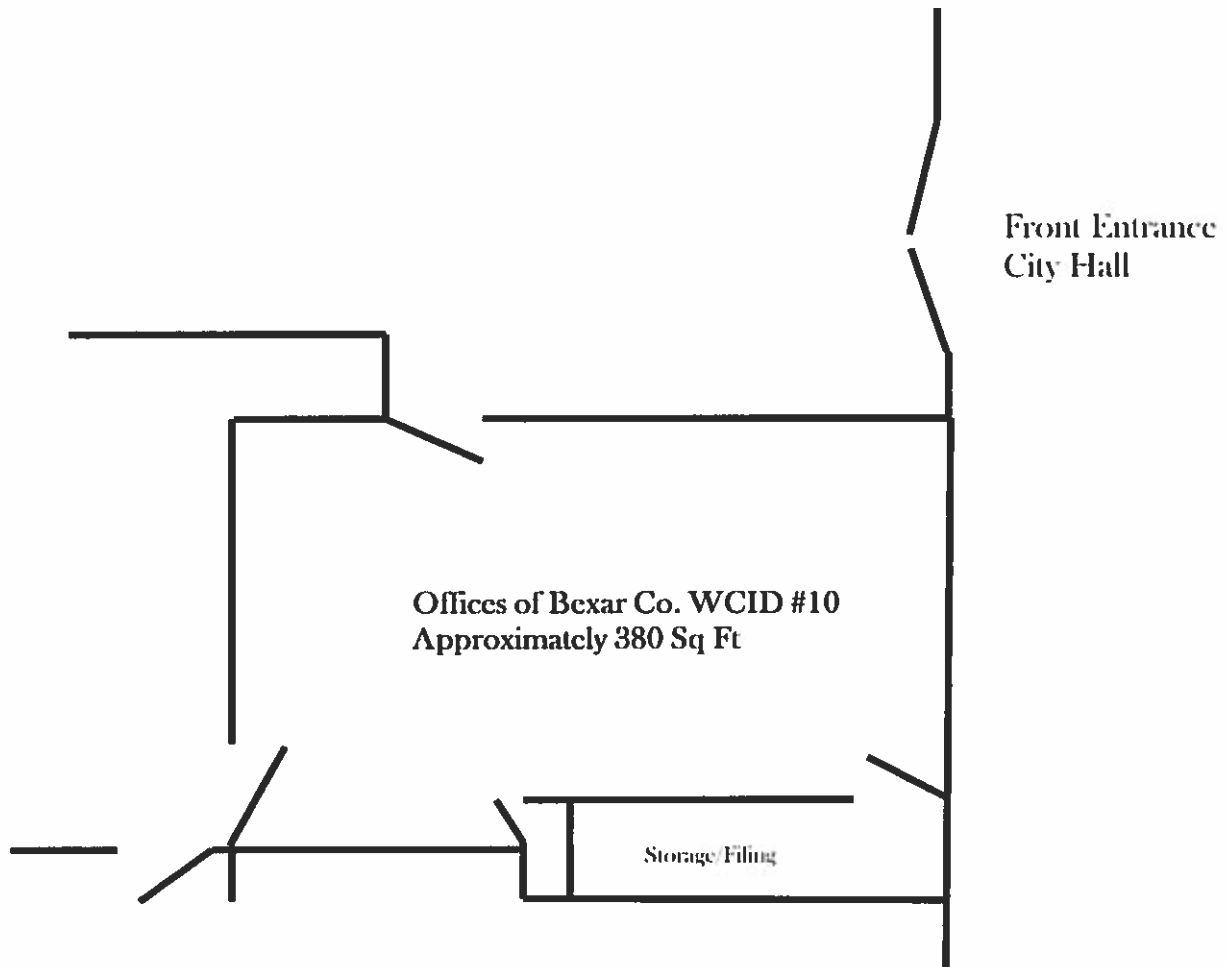


President:

ATTEST:


Secretary

Attachment 1
Improvements Occupied by Tenant Within
Windcrest City Hall ("Premises A")



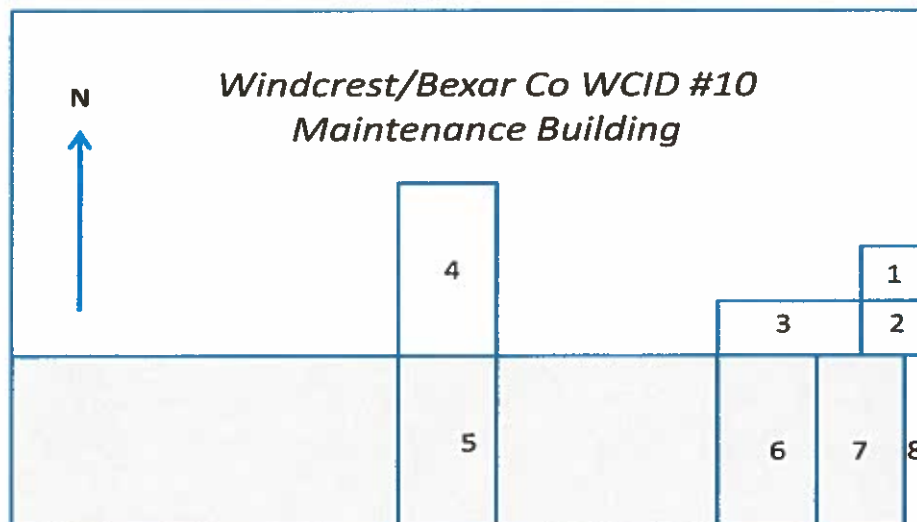
**Note: This Floor Plan is NOT
To Scale. Locations are Approximate
And are Only Meant to Show Relative Location
Within City Hall.**

ATTACHMENT 2

Improvements occupied by Tenant within “Premises B”

Note: The drawing below is not to scale. It is only used to show the relative location of the spaces discussed below.

1. Three rooms situated in the south east portion of the maintenance building for use as office for field supervisor (1), a room for bench stock inventory (2), and a workshop (3).
2. One inside parking bay (4) for the District’s sewer cleaning truck. Distinguishing feature is pit in the floor.
3. Three covered parking bays, one immediately outside the inside bay where the sewer cleaning machine (5) is parked and two at the eastern end of the covered parking area (6 and 7).
4. Approximately ½ covered parking bay at extreme eastern end of the covered bay (8) to be used as a storage area for equipment and supplies that don’t have to be inside, but need to be protected.
5. Four parking spaces in the parking lot to park miscellaneous District equipment (trailer, vehicles, backhoe, etc.)



Note: This picture is not to scale. It only shows relative location of spaces identified above.

City of Windcrest, Texas
Personnel Summary

POSITION TITLE	FY2010-11	FY2011-12	FY2012-13	FY2013-14	FY2014-15	FY2015-16
CITY MANAGEMENT						
CITY MANAGER	1.00	1.00	1.00	1.00	1.00	1.00
ASSISTANT CITY MANAGER	-	-	-	-	-	-
SUBTOTAL FTES	1.00	1.00	1.00	1.00	1.00	1.00
SPECIAL SERVICES						
# PUBLIC AFFAIRS/PR/MARKETING, EVENT SPECIALIST	-	1.00	1.00	1.00	1.00	1.00
SUBTOTAL FTES	-	1.00	1.00	1.00	1.00	1.00
ADMINISTRATION						
*** CITY SECRETARY	1.00	1.00	1.00	1.00	1.00	1.00
*** CITY SECRETARY / COURT CLERK						
ADMINISTRATIVE SECRETARY II	1.00	1.00	1.00	1.00	2.00	2.00
ADMIN RECORDS CLERK	1.00	1.00	0.50	1.00	1.00	1.00
ADMINISTRATIVE ASSISTANT	-	-	-	-	-	-
ADMINISTRATIVE ASSISTANT / ASST CITY SEC	-	-	-	1.00	-	-
***** BUILDING INSPECTIONS	-	1.00	1.00	1.00	1.00	1.00
SUBTOTAL FTES	3.00	4.00	3.50	5.00	5.00	5.00
COURTS / WARRANT SERVICE						
*** COURT CLERK / CITY SECRETARY	1.00	1.00	1.00	-	-	-
COURT CLERK / ASST. CITY SECRETARY	1.00	1.00	1.00	-	-	-
ASST. COURT CLERK	1.00	1.00	1.00	1.00	1.00	1.00
WARRANTS CLERK	0.50	0.50	1.00	1.00	1.00	1.00
WARRANTS CORPORAL	-	-	-	1.00	1.00	-
WARRANT OFFICER	1.00	1.00	1.50	1.00	1.00	2.00
MUNICIPAL COURT JUDGE	1.00	1.00	1.00	1.00	1.00	1.00
PROSECUTOR	1.00	1.00	1.00	1.00	1.00	1.00
SUBTOTAL FTES	6.50	6.50	7.50	6.00	6.00	6.00

*4 on payroll

FINANCE

***** MUNICIPAL FINANCE OFFICER

ASSISTANT FINANCE OFFICER
PAYROLL CLERK
PURCHASER
ACCOUNTANT IV
ACCOUNTANT I
P/T PAYROLL AND AP CLERK
SUBTOTAL FTEs

1.00	1.00	1.00	1.00	1.00	1.00	1.00
1.00	1.00	-	-	-	-	-
0.50	0.50	-	-	-	-	-
-	-	-	1.00	1.00	1.00	1.00
-	-	-	1.00	-	-	-
-	-	1.00	2.00	2.00	2.00	2.00
-	-	0.50	-	-	-	-
2.50	2.50	3.50	4.00	4.00	4.00	4.00

POST OFFICE

POSTAL CLERK
ADMIN RECORDS CLERK
POSTAL CLERK (3 PART-TIME)
SUBTOTAL FTEs

1.00	-	1.00	1.00	1.00	1.00	1.00
-	-	-	-	-	-	-
1.00	0.50	-	-	-	-	-
2.00	0.50	1.00	1.00	1.00	1.00	1.00

ADMINISTRATION

SUBTOTAL FTEs

14.00	13.50	15.50	16.00	16.00	16.00
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POLICE

CHIEF OF POLICE
ASST CHIEF
PATROL COMMANDER - LT.
CID COMMANDER - DETECTIVE LT.
CID COMMANDER - DETECTIVE SGT.
PATROL - SGT.
CID DETECTIVE CORPORAL
PATROL SUPERVISOR CORPORAL
PATROL OFFICER (1)
RECORDS MANAGER
COMMUNICATIONS MANAGER
ASSIST COMM/RECORDS ADMIN
DISPATCHER
ADMIN ASSISTANT
SUBTOTAL FTEs

1.00	1.00	1.00	1.00	1.00	1.00	1.00
-	-	1.00	-	-	-	-
1.00	1.00	1.00	1.00	1.00	1.00	1.00
-	-	-	1.00	1.00	1.00	1.00
1.00	1.00	1.00	-	-	-	-
1.00	1.00	1.00	1.00	1.00	1.00	1.00
1.00	1.00	1.00	1.00	1.00	1.00	1.00
1.00	1.00	1.00	1.00	1.00	1.00	1.00
10.50	9.00	10.50	12.00	13.00	11.00	11.00
1.00	1.00	1.00	1.00	1.00	1.00	1.00
1.00	1.00	1.00	-	-	-	-
1.00	1.00	1.00	1.00	1.00	1.00	1.00
1.00	1.00	1.00	3.00	3.00	3.00	3.00
3.00	3.00	2.00	1.00	1.00	1.00	1.00
-	-	-	-	-	-	-
22.50	21.00	24.50	25.00	26.00	26.00	26.00

WCCPD

K-9 CORPORAL
K-9 OFFICER
CID OFFICER
COMMUNICATIONS MANAGER
DISPATCHER
RECORDS CLERK
SUBTOTAL FTEs

-	-	-	1.00	1.00	-	-
1.00	1.00	1.00	-	1.00	-	1.00
1.00	1.00	1.00	1.00	1.00	1.00	1.00
-	-	-	1.00	1.00	1.00	1.00
1.00	2.00	2.00	2.00	1.00	1.00	1.00
1.00	-	-	-	-	-	-
4.00	4.00	4.00	4.00	4.00	4.00	4.00

ANIMAL CONTROL

ANIMAL CONTROL WARDEN
ANIMAL CONTROL OFFICER
SUBTOTAL FTEs

1.00	1.00	1.00	1.00	1.00	1.00
-	1.00	1.00	1.00	1.00	1.00
1.00	2.00	2.00	2.00	2.00	2.00

CODE COMPLIANCE

CODE COMPLIANCE OFFICER/PATROL OFFICER
SUBTOTAL FTEs

1.00	1.00	1.00	1.00	1.00	1.00
1.00	1.00	1.00	1.00	1.00	1.00

POLICE DEPARTMENTS

SUBTOTAL FTEs

28.50	28.00	31.50	32.00	33.00	33.00
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FIRE

FIRE FIGHTER, VOLUNTEER CHIEF
FIRE DEPARTMENT ADMIN ASST (ASST CITY SECRETARY)

*** FIRE INSPECTOR

* STATION MAINTENANCE TECHNICIAN

SUBTOTAL FTEs

1.00	1.00	1.00	1.00	1.00	1.00
1.00	1.00	1.00	1.00	1.00	1.00
1.00	1.00	1.00	1.00	1.00	1.00
1.00	1.00	1.00	1.00	1.00	1.00
4.00	4.00	4.00	4.00	4.00	4.00

*3 on payroll

TAKAS PARK CIVIC CENTER

*** CIVIC CENTER COORDINATOR

ADMINISTRATIVE SECRETARY I

PUBLIC WORKS TECHNICIAN I

SUBTOTAL FTEs

-	-	-	-	-	-
1.00	2.00	2.00	2.00	2.00	2.00
1.00	2.00	2.00	2.00	2.00	2.00

FLEET MECHANIC

FLEET MECHANIC

SUBTOTAL FTEs

1.00	1.00	1.00	1.00	1.00	1.00
1.00	1.00	1.00	1.00	1.00	1.00

PUBLIC WORKS

PUBLIC WORKS DIRECTOR

MECHANIC / PW CREW CHIEF

PUBLIC WORKS TECHNICIAN I

PUBLIC WORKS TECHNICIAN II

PUBLIC WORKS TECHNICIAN III

PUBLIC WORKS TECHNICIAN IV

SUBTOTAL FTEs

1.00	1.00	1.00	1.00	1.00	1.00
1.00	1.00	1.00	1.00	1.00	1.00
6.00	5.00	5.00	5.00	5.00	5.00
-	0.50	0.50	1.00	1.00	1.00
1.00	1.00	1.00	1.00	1.00	1.00
1.00	1.00	1.00	1.00	1.00	1.00
10.00	9.50	9.50	10.00	10.00	10.00

Public Work Departments

SUBTOTAL FTEs

12.00	12.50	12.50	13.00	13.00	13.00
-------	-------	-------	-------	-------	-------

EMERGENCY MGMT / TECH SUPPORT

EMC COORDINATOR / TECHNOLOGY MANAGER

TECHNOLOGY SUPPORT

SUBTOTAL FTEs

1.00	-	-	-	-	-
0.50	-	-	-	-	-
1.50	-	-	-	-	-

EDC

EDC DIRECTOR	1.00									
MARKETING, COMMUNITY AFFAIRS, EDC DIRECTOR	-	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	
SUPPORT STAFF	-									
SUBTOTAL FTEs	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00

TOTAL EMPLOYEES CITY OF WINDCREST

	62.0	61.0	66.5	68.0	69.0	69.0
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CONTRACT / SEASONAL EMPLOYEES**POOL**

POOL MANAGER / LIFE GUARD (SEASONAL)	1.00	1.00	1.00	1.00	1.00	1.00	1.00
POOL SUPERVISOR / LIFE GUARD (SEASONAL)	2.00	2.00	2.00	2.00	2.00	2.00	2.00
LIFE GUARDS (SEASONAL)	13.00	16.00	16.00	16.00	16.00	16.00	16.00
SUBTOTAL FTEs	16.00	19.00	19.00	19.00	19.00	19.00	19.00

CONTRACT SERVICES *****

CITY ATTORNEY	1.00	1.00	1.00	1.00	1.00	1.00	1.00
IT SUPPORT	-	1.00	1.00	1.00	1.00	1.00	1.00
SUBTOTAL FTEs	1.00	2.00	2.00	2.00	2.00	2.00	2.00

TOTAL FTEs WCCDP, EDC and CITY OF WINDCREST

	79.0	82.0	87.5	89.0	90.0	90.0
--	-------------	-------------	-------------	-------------	-------------	-------------

Less WCCPD	4.00	4.00	4.00	4.00	4.00	4.00	4.00
Less EDC	1.00	1.00	1.00	1.00	1.00	1.00	1.00

TOTAL FTEs CITY OF WINDCREST

	74.0	77.0	82.5	84.0	85.0	85.0
--	-------------	-------------	-------------	-------------	-------------	-------------

*****These contract positions has allowed the City to utilize the staff on as needed basis, eliminating cost such as benefits and in some cases office space.

NEW POSITIONS CREATED SINCE FY 2010-11**JOB TITLE**

WARRANT OFFICER	-	-	-	-	-	1.00	1.00
PUBLIC RELATIONS	-	-	-	-	-	1.00	1.00
PART TIME ANIMAL CONTROL (CONVERTED TO FULL TIME)	-	-	-	-	-	0.50	1.00
ADMIN IN POLICE (Replace Asst. Chief position)	-	-	-	-	-	1.00	1.00
PATROL OFFICERS (VARIOUS RANKS)	-	-	-	-	-	4.00	4.00
SUBTOTAL FTEs	-	-	-	-	-	7.50	8.00

EDC provides 1/2 of funding as a transfer to the General Fund

(1) On this form AKA The Personal Summary on the prior year there was a typographical error on the number of the police officers.
The budget dollar amounts were correct.

***** Contract services indicates not a full time position.
*** City Secretary position split between 3 departments

gober | hilgers

September 3, 2015

Mr. Michael Brennan
City Attorney, City of Windcrest
3303 Oakwell Court, Suite 120
San Antonio, TX 78218

Via email: brenanlaw@gmail.com

Re: Indemnification and Reimbursement of Legal Fees Pursuant to Section 10.1.3 of the Windcrest Home Rule Charter

Mr. Brennan:

Recognizing that the Windcrest City Council is in the process of drafting its budget for the coming fiscal year, we wanted to make sure that the City knows that Council Member Dodson, pursuant to Section 10.1.3 of the Windcrest Home Rule Charter, plans on seeking indemnification for legal expenses arising out of the unsuccessful and meritless removal action initiated by Mr. Herbert Laing. She is formally seeking reimbursement for all fees and costs associated with responding to Mr. Laing's sworn complaint and the subsequent removal hearing conducted on August 31, 2015.

The total cost incurred by Ms. Dodson is \$11,772.74, as evidenced by the attached documentation. We respectfully ask that you submit this request for indemnification to the City Council for its approval.

We appreciate you bringing this matter to the attention of the City Council, so that they may take the appropriate action. Please feel free to contact me at (512) 354-1787 or rfischer@goberhilgers.com.

Sincerely,

A handwritten signature in blue ink that reads "Ross Fischer". The signature is fluid and cursive, with the first name "Ross" and last name "Fischer" clearly distinguishable.

Ross Fischer
Gober Hilgers PLLC

Gober Hilgers PLLC
PO Box 341016
Austin, TX 78734



Pamela Dodson

Invoice 25149

Date	Sep 01, 2015
Terms	Net 30
Service Thru	Aug 31, 2015

In Reference To: Complaint Response (Service)

Date	By	Hours	Rates	Amount
08/03/2015	RF	0.10	\$ 350.00/hr	\$ 35.00
08/03/2015	RF	0.10	\$ 350.00/hr	\$ 35.00
08/04/2015	RF	1.80	\$ 350.00/hr	\$ 630.00
08/04/2015	RF	1.10	\$ 350.00/hr	\$ 385.00
08/04/2015	RF	0.80	\$ 350.00/hr	\$ 280.00
08/05/2015	RF	0.20	\$ 350.00/hr	\$ 70.00
08/05/2015	RF	1.50	\$ 350.00/hr	\$ 525.00
08/06/2015	RF	0.60	\$ 350.00/hr	\$ 210.00
08/06/2015	LP	0.20	\$ 150.00/hr	\$ 30.00
08/17/2015	RF	0.20	\$ 350.00/hr	\$ 70.00
08/18/2015	RF	0.70	\$ 350.00/hr	\$ 245.00
08/18/2015	RF	1.30	\$ 350.00/hr	\$ 455.00
08/19/2015	CG	0.30	\$ 425.00/hr	\$ 127.50
08/19/2015	RF	2.90	\$ 350.00/hr	\$ 1,015.00
08/19/2015	RF	0.40	\$ 350.00/hr	\$ 140.00
08/19/2015	RF	0.20	\$ 350.00/hr	\$ 70.00
08/20/2015	RF	0.20	\$ 350.00/hr	\$ 70.00
08/20/2015	RF	0.20	\$ 350.00/hr	\$ 70.00
08/20/2015	RF	0.60	\$ 350.00/hr	\$ 210.00
08/21/2015	CG	0.10	\$ 425.00/hr	\$ 42.50
08/21/2015	RF	0.60	\$ 350.00/hr	\$ 210.00

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Austin, TX 78734



Pamela Dodson

Invoice 25149

Date	Sep 01, 2015
Terms	Net 30
Service Thru	Aug 31, 2015

08/21/2015	RF	0.30	\$ 350.00/hr	\$ 105.00
08/21/2015	RF	0.20	\$ 350.00/hr	\$ 70.00
08/21/2015	RF	0.10	\$ 350.00/hr	\$ 35.00
08/21/2015	RF	0.40	\$ 350.00/hr	\$ 140.00
08/21/2015	RF	0.10	\$ 350.00/hr	\$ 35.00
08/23/2015	RF	0.40	\$ 350.00/hr	\$ 140.00
08/24/2015	RF	0.80	\$ 350.00/hr	\$ 280.00
08/25/2015	RF	0.20	\$ 350.00/hr	\$ 70.00
08/25/2015	RF	0.10	\$ 350.00/hr	\$ 35.00
08/25/2015	RF	0.50	\$ 350.00/hr	\$ 175.00
08/26/2015	RF	2.10	\$ 350.00/hr	\$ 735.00
08/27/2015	RF	0.40	\$ 350.00/hr	\$ 140.00
08/27/2015	RF	0.60	\$ 350.00/hr	\$ 210.00
08/27/2015	RF	0.20	\$ 350.00/hr	\$ 70.00
08/27/2015	RF	0.20	\$ 350.00/hr	\$ 70.00
08/27/2015	RF	0.10	\$ 350.00/hr	\$ 35.00
08/28/2015	LP	0.70	\$ 150.00/hr	\$ 105.00
08/28/2015	RF	0.50	\$ 350.00/hr	\$ 175.00
08/28/2015	AG	1.70	\$ 325.00/hr	\$ 552.50
08/28/2015	RF	0.80	\$ 350.00/hr	\$ 280.00
08/28/2015	RF	0.80	\$ 350.00/hr	\$ 280.00
08/30/2015	RF	0.40	\$ 350.00/hr	\$ 140.00
08/31/2015	RF	3.50	\$ 350.00/hr	\$ 1,225.00

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PO Box 341016
Austin, TX 78734



Pamela Dodson

Invoice 25149

Date	Sep 01, 2015
Terms	Net 30
Service Thru	Aug 31, 2015

In Reference To: Complaint Response (Expenses)

Date	By	Amount
08/27/2015	RF	\$ 13.92
08/30/2015	RF	\$ 97.53
08/31/2015	RF	\$ 23.79

Total Hours	29.20 hrs
Total Service	\$ 10,027.50
Total Expenses	\$ 135.24
Total Invoice Amount	\$ 10,162.74
Balance (Amount Due)	\$ 10,162.74

Notes:

NEW ADDRESS EFFECTIVE IMMEDIATELY
Please be aware of our new mailing address.
Please update your files so all payments are mailed to:

Gober Hilgers PLLC
PO Box 341016
Austin, TX 78734

Payment History:

Date	Type	Payment Description	Amount
8/11/2015	Payment - Check		(\$1,610.00)

gober | hilgers

Invoice 25149

Date	Sep 01, 2015
Terms	Net 30
Service Thru	Aug 31, 2015

Date: 8/27/2015 12:00:00 AM
Expense Type: Mailing/Postage
Description: Certified Mail receipt to City Secretary and City Attorney re Motion for Recusal

U.S. Postal Service CERTIFIED MAIL® RECEIPT Domestic Mail Only		U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com ®.		For delivery information, visit our website at www.usps.com ®.	
OFFICIAL USE		OFFICIAL USE	
Postage Certified Fee Return Receipt Fee (Endorsement Required) Restricted Delivery Fee (Endorsement Required) Total Postage & Fees	\$ 71 3 45 2 80 \$ 6 96	Postmark Here	
Dodson Motion For Recusal Sent to Michael Brennan, City of Winder Street & Apt. No. 3303 Midtown or PO Box No. 8601 Midtown Dr. City, State, ZIP+4 TX 78239		Dodson Motion For Recusal Sent to City Secretary, City of Winder Street & Apt. No. 8601 Midtown Dr. or PO Box No. 8601 Midtown Dr. City, State, ZIP+4 TX 78239	
PS Form 3800, July 2014		PS Form 3800, July 2014	

[illegible]

Gober Hilgers PLLC
PO Box 341016
Austin, TX 78734

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Pamela Dodson

Invoice 25149

Date	Sep 01, 2015
Terms	Net 30
Service Thru	Aug 31, 2015

Date: 8/30/2015 12:00:00 AM

Expense Type: Travel/Lodging

Description: Hotel in Windcrest on eve of 9:00 a.m. removal hearing



DIS - SAN ANTONIO NORTHEAST
4900 CRESTWIND DRIVE
SAN ANTONIO, TX 78239
Tele - 210-657-1107 Fax - 800-831-8344



FISCHER, FREDERICK

P.O. BOX 312;;
KENDALIA, TX 78027

Room Number: 302
Daily Rate: 84.99
Room Type: NQX
No. of Guests: 1 / 0

ARRIVAL	DEPARTURE	CREDIT CARD	RATE PLAN	CATEGORY	ACCOUNT
08/30/15	08/31/15	XXXXXXXXXXXX7387	CORP	RETAIL	87004300
DATE	ROOM NO.	DESCRIPTION	REFERENCE	AMOUNT	
08/30/15	302	ROOM	#302 FISCHER, FREDERICK	\$84.99	
08/30/15	302	STATE TAX	STATE TAX	\$5.10	
08/30/15	302	LOCAL TAX	LOCAL TAX	\$7.44	
08/31/15	302	VISA	7387 VISA	(\$97.53)	

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Pamela Dodson

Invoice 25149

Date	Sep 01, 2015
Terms	Net 30
Service Thru	Aug 31, 2015



**"Highest in Guest Satisfaction
Among Mid-Scale Hotel Chains,
Nine Years in a Row."** H.J.D. Power

CREDIT DUE: (\$0.00)

Terms: Due and payable upon presentation. I AGREE that my liability for this bill is not waived and agree to be held personally liable if the indicated person, company or association fails to pay for any part or full amount of these charges including any missing/damaged items, etc. Hotel is authorized to charge my account and/or credit card for all charges incurred, including any items missing or damaged during my stay.

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PO Box 341016
Austin, TX 78734

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Pamela Dodson

Invoice 25149

Date	Sep 01, 2015
Terms	Net 30
Service Thru	Aug 31, 2015

Date: 8/31/2015 12:00:00 AM

Expense Type: Printing/Copying

Description: Copies for documents to be distributed to city council members at removal hearing

Office DEPOT
OfficeMax

OFFICE DEPOT STORE #2098
8510 Four Winds Drive
Wincrest TX 78239
(210) 656 - 1379

08/31/2015 15.2.5 8:20 AM
STR 2098 REG1 TRN 4314 EMP 452178

SALE

Product ID	Description	Total
167060	BW SS Letter	
177 @ 0.14		24.78
Bulk @0.12		-3.54
You Pay		21.24SS
861775	STAPLING MACHI	
37 @ 0.02		0.74
You Pay		0.74SS
Subtotal:		21.98
Sales Tax:		1.81
Total:		23.79
Visa 7387:		23.79

Total Savings:
\$3.54

WE WANT TO HEAR FROM YOU!

Participate in our online customer survey

Gober Hilgers PLLC
PO Box 341016
Austin, TX 78734

gober | hilgers

Pamela Dodson

Invoice 25149

Date	Sep 01, 2015
Terms	Net 30
Service Thru	Aug 31, 2015

and receive a coupon for \$10 off your
next qualifying purchase of \$50 or more on
office supplies, furniture and more.
(Excludes Technology. Limit 1 coupon per
household/business.)

Visit www.officedepot.com/feedback
and enter the survey code below.

Survey Code:

X4AM BEGV X3AK



2TVTPGXPURY5684B8

Now one company. Now great savings.
Office Depot, Inc., including its
subsidiary OfficeMax Incorporated

Gober Hilgers PLLC
PO Box 341016
Austin, TX 78734



Pamela Dodson

Invoice 24979

Date	Aug 03, 2015
Terms	Net 30
Service Thru	Jul 31, 2015

In Reference To: Complaint Response (Service)

Date	By	Hours	Rates	Amount
07/06/2015	RF	0.60	\$ 350.00/hr	\$ 210.00
07/07/2015	RF	0.50	\$ 350.00/hr	\$ 175.00
07/10/2015	RF	2.30	\$ 350.00/hr	\$ 805.00
07/10/2015	RF	0.40	\$ 350.00/hr	\$ 140.00
07/13/2015	RF	0.40	\$ 350.00/hr	\$ 140.00
07/28/2015	RF	0.20	\$ 350.00/hr	\$ 70.00
07/28/2015	RF	0.10	\$ 350.00/hr	\$ 35.00
07/29/2015	RF	0.10	\$ 350.00/hr	\$ 35.00

Total Hours	4.60 hrs
Total Service	\$ 1,610.00
Total Invoice Amount	\$ 1,610.00
Balance (Amount Due)	\$ 1,610.00

Notes:

NEW ADDRESS EFFECTIVE IMMEDIATELY
Please be aware of our new mailing address.
Please update your files so all payments are mailed to:

Gober Hilgers PLLC
PO Box 341016
Austin, TX 78734

Gober Hilgers PLLC
PO Box 341016
Austin, TX 78734

gober | hilgers

Pamela Dodson

Invoice 24979

Date	Aug 03, 2015
Terms	Net 30
Service Thru	Jul 31, 2015



JOB DESCRIPTION

Job description statements are intended to describe the general nature and level of work being performed by employees assigned to this job title. They are not intended to be construed as an exhaustive list of all responsibilities, duties and skills required.

EFFECTIVE DATE: January 2010

JOB TITLE: Municipal Finance Officer

DEPARTMENT: Finance

REPORTING RESPONSIBILITY: City Manager

SCOPE OF SUPERVISION: Finance Department

FLSA CLASSIFICATION: Exempt

I. **JOB SUMMARY:** Performs various accounting duties for the City, Crime Control and Prevention District Board and Economic Development Corporation including creating and posting entries to the general ledger, reconciling accounts, bank statements, preparing tax reports, preparing analyses of expenditures and revenues, and compiling financial statements. Manages and coordinates the City's accounting operations and activities including budget, payroll, purchasing, accounts receivable, accounts payable, general ledger, financial records maintenance and annual audit functions. Performs various functions in the City's budgetary process and in accomplishing the City's payroll processes.

II. JOB REQUIREMENTS:

A. **EDUCATION AND/OR EXPERIENCE:**

B. **CERTIFICATES, LICENSES, REGISTRATIONS:**

C. **CONTINUING EDUCATION:**

D. **SKILLS:**

1. **READING:** Ability to read and comprehend simple to complex instructions. Technical reports, manuals, correspondence and memos, office communications, policies and procedures.

2. **WRITING:** Ability to communicate effectively in writing.
3. **MATH:** Operation of calculator and computer.
4. **REASONING:** Constantly make decisions, analyze, synthesize, troubleshoot, and act on a wide variety of sources and types of information on a daily basis. Helping to formulate policy, and developing and implementing new strategies and procedures. Skill in organizing resources and establishing priorities.
5. **SPEAKING:** Effective verbal communication skill required.
6. **SUPERVISORY:** Ability to supervise and train employees, to include organizing, prioritizing, and scheduling work assignments.
7. **MANAGERIAL:** Ability to develop, prepare and implement effective city policies and procedures. Ability to develop personnel and effectively instruct, guide, coach, teach, and mentor personnel. Ability to maintain recordkeeping systems.
8. **INTERPERSONAL:** Interact with staff, Mayor, City Council, other agencies and the general public, clear verbal communication required.
9. **OTHER JOB SKILLS:** Must be computer literate with experience in Microsoft and Incode programs and have the ability to key in data, type and operate a computer keyboard. Ability to respond outside of normal working hours on an on call basis. Knowledge, ability and certifications required to maintain the skills necessary to effectively carry out the multiple job duties and responsibilities.

III. ESSENTIAL JOB FUNCTIONS:

A. Municipal Finance Officer

1. Performs and coordinates all activities and functions of the general ledger, accounts receivable, payroll, fixed assets, financial statements, tax notes, capital projects, capital leases, accounts payable and grants for both the City, Economic Development Corporation and Crime Control and Prevention District Board.
2. Manages the proper accounting of all City, Economic Development Corporation and Crime Control and Prevention

District Board funds and sub funds in accordance with the Generally Accepted Accounting Principles.

3. Establishes and maintains a system of internal accounting and administrative controls for safeguarding all the City, Economic Development Corporation and Crime Control and Prevention District Board assets.
4. Prepares monthly budgeted financial statements and investment reports for City, which includes special revenue fund, garbage utility fund, capital projects fund, and debt services fund, Economic Development Corporation and Crime Control and Prevention District Board.
5. Develops and drafts quarterly and annual financial reports, to include the City's comprehensive Annual Financial Report and Single Audit Report in compliance with the governmental accounting and auditing financial reporting standards.
6. Performs year-end closing and coordinates all audits, to include the annual audit, and develops and schedules outside auditor activities.
7. Assists independent auditor with their annual review of financial records; prepares and provides support documentation and answers questions concerning financial records and accounting practices.
8. Monitors the activities of all departments to insure compliance and adherence to prescribed accounting policies and procedures.
9. Prepares, reviews and evaluates a variety of financial reports and statements including general ledger, bank reconciliation, and budget variances, monthly and annual reports.
10. Maintains City contracts; monitors contract payments; ensures contracts are within budget requirements; ensures compliance with contractual obligations.
11. Performs fixed assets accounting; maintains accurate fixed record assets, provides statistics for capital and operating budgets.
12. Monitors expenditures to insure compliance with approved appropriations and pertinent local, State, and Federal regulations.
13. Performs monthly reconciliation of bank accounts for cash and investments for the City, Economic Development Corporation and Crime Control and Prevention District Board.
14. Assists in drafting and implementing policies and procedures with regards to internal financial security.
15. Implements provisions of the City's Investment Policy under the direction of the City Investment Officer.
16. Performs related duties and responsibilities as required.

17. Knowledge and operation of software systems including Microsoft Excel, Word and Incode Accounting Program.

B. Budgeting

1. Assists the Mayor, City Administrator, Department Heads, Economic Development Corporation Director and Crime Control and Prevention District Board in the development and administration of the budget; analysis and forecasting of revenues; forecasting of expenditures, i.e. salaries, equipment, material and supplies.
2. Establishes and maintains computerized and paper files of budget information for current fiscal year as well as historic data for five previous fiscal years for both City, Economic Development Corporation and Crime Control and Prevention District Board.
3. Attends public hearing on City, Economic Development Corporation and Crime Control and Prevention District Board budgets as required.
4. Serves as Treasurer for the Economic Development Corporation and Crime Control and Prevention District Board.
5. Knowledge and operation of software systems including Microsoft Excel, Word and Incode Budgeting Programs.

C. Payroll

1. Establishes and maintains computerized and paper personnel and payroll files on all City employees, Crime Control and Prevention District employees, Economic Development Corporation employees, City Council members, Planning and Zoning Commissioners.
2. Receives all approved time sheets from department heads, calculates time sheets and maintains files on overtime, compensatory time, holiday pay, vacation pay, sick leave pay, and other miscellaneous pay and deductions.
3. Prepares payroll checks for City Employees, City Council members, EDC employees, Crime Control Prevention District employees and Planning and Zoning Commissioners.
4. Maintains employee payroll tax records, completes all mandated employee payroll tax reports including periodic federal income tax withholding reporting to IRS.
5. Maintains and coordinates all workers compensation reports and claim files.
6. Issue all W-2's and 1099's.
7. Knowledge and operation of software systems including Microsoft Excel, Word, and Incode Payroll Programs.

IV. OTHER JOB FUNCTIONS:

1. Performs any duties necessary to insure and/or assist in the operation of the Administrative Office.

2. Assists the City Administrator in administering all City Insurance Programs.
3. Any other duties or projects as assigned by City Administrator.

V. WORKING CONDITIONS AND JOB DEMANDS: Work may, on occasion, involve exposure to unusual elements, such as extreme temperatures, dirt, dust, fumes, smoke, unpleasant odors, and/or loud noises. Work environment involves minimal exposure to physical risks, such as operating dangerous equipment or working with chemicals.

JOB DUTIES	PERCENT OF TIME	STRENGTH	PHYSICAL DEMAND
ESSENTIAL FUNCTIONS			
OTHER JOB FUNCTIONS			

ESSENTIAL FUNCTIONS - LISTED IN DESCENDING ORDER OF FREQUENCY; IN THE STRENGTH COLUMN, S= SEDENTARY, L= LIGHT, M= MEDIUM, H= HEAVY, VH= VERY HEAVY.

PHYSICAL DEMANDS - SEE CODE LISTED IN PHYSICAL DEMAND COLUMN; A= STANDING, B= SITTING, C= WALKING, D= LIFTING, E= CARRYING, F= PUSHING/PULLING, G= REACHING, H= HANDLING, I= FINE DEXTERITY, J= KNEELING, K= CROUCHING, L=CRAWLING, M= BENDING, N= TWISTING, O= CLIMBING, P= BALANCING, Q= VISION, R= HEARING, S=TALKING, T= FOOT CONTROLS, U= OTHER

VI. NON-PHYSICAL DEMANDS: Change of tasks, performing multiple tasks simultaneously and working with others as part of a team, noisy/distracting environment, irregular schedule/overtime and tedious exacting work.

VII. MACHINES, TOOLS, EQUIPMENT AND WORK AIDES: City vehicle, computer workstation and/or laptop, phone, copier and fax.

I HAVE REVIEWED THIS JOB ANALYSIS AND FIND IT TO BE A FAIR DESCRIPTION OF THE JOB DEMANDS.

HR Director Signature

Date

Employee Signature

Date

CONTRACT FOR PROFESSIONAL SERVICES

This Contract is made and entered into on this the 1st day of March, 2011, by and between the City of Windcrest, Texas (herein after referred to as Client) and ETR Development Consulting, LLC (herein after referred to as Consultant).

The Client hereby engages the Consultant for professional municipal financial consulting services. The specific responsibilities of the Consultant are outlined under Section I of this Contract.

Section I – Services of Consultant

The Consultant shall provide the following professional services to the Client with respect to municipal finance duties to include:

- A. Perform monthly Municipal Finance Officer duties in accordance with the City of Windcrest Job Description for a Municipal Finance Officer (attachment A).
- B. Perform monthly and quarterly reviews of the City's, EDC's, and CCPD's budgets/expenditures, and provide monthly and quarterly updates to the Windcrest City Council.
- C. Prepare for and attend two (2) meetings with the City Council, to provide monthly reports, and to provide professional municipal finance assistance to the Windcrest City Council.
- D. Provide general consultation for Municipal Finance related activities, as necessary.

Section II – Period of Service

- A. This Contract shall be effective March 1, 2011 and shall be effective until terminated in accordance with the provisions of Section IV below.
- B. This Contract provides for a maximum of 104 hours of work per month to be provided by the Consultant. Additional hours may be provided for in accordance with Section III.C of this Contract.
- C. The Consultant shall provide professional services in accordance with the provisions of this contract on a month-to-month basis for the life of this Contract.

Section III – Consultant's Compensation

- A. The Client hereby agrees to pay the Consultant a rate of \$5,600.00 per month as identified in connection with services outlined in Section I.A. above.
- B. Additional services beyond the scope of this contract shall be provided at an hourly rate of \$65.00 per hour.
- C. The fee identified in Sections III.A-B above is provided excluding reimbursable expenses. Reimbursable expenses shall be those reasonable expenses related to providing professional services to the Client including, but not limited to, postage and handling, duplication costs, delivery and courier fees, and other similar professional fees.
- D. Additional meetings beyond the two (2) regularly scheduled Council Meetings per month shall be provided at an hourly rate of \$65.00 per hour. During the months of July and August if additional Council Meetings are necessary in association with the preparation of the City's annual budget, the hourly rate shall be \$54.00 per hour, per meeting, for up to two (2) additional meetings per month.
- E. The Client shall pay the Consultant within 30 days of receipt of invoice for services rendered. Late payments shall be assessed a penalty equivalent to 5% of the total monthly invoice due. Late penalties shall be added to the next monthly invoice for services rendered. Each invoice reflecting an overdue amount shall be assessed a late fee for the total amount due.

Section IV –Termination

- A. The Client, at its sole discretion, may terminate this Contract for any reason upon 30 days written notice delivered to the Consultant personally or by certified mail, return receipt requested.
- B. Immediately upon receiving said notice of termination, the Consultant shall discontinue any and all services under this Contract and proceed to close said operations under this Contract. The Consultant shall deliver to the Client all documents, files, and data, both electronically and hard copy, that have been prepared in connection with the Consultant's work with the Client.
- C. The Consultant, at its sole discretion, may terminate this contract

prior to completion of the items identified in Section I above for any reason upon 30 days written notice delivered to the Client personally or by certified mail, return receipt requested.

- D. The Client shall make final payment within 30 days after the Consultant has delivered all documents, files and data as required above.
- E. Venue for all legal proceedings hereunder shall be in Bexar County, Texas.

In Witness Whereof, the parties hereto have executed this Contract on this the 10th day of February, 2011

City of Windcrest, Texas

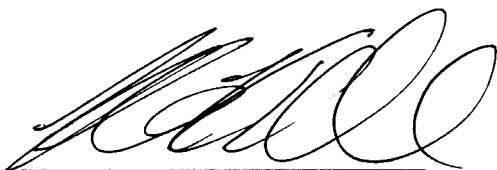
By:



David Cadena
Acting City Manager

The Consultant warrants that the person who is signing this Contract on behalf of ETR Development Consulting, LLC is authorized to do so and to execute all other documents necessary to carry out the terms of this Contract.

Consultant



Thomas Rhodes, Managing Member
ETR Development Consulting, LLC



JOB DESCRIPTION

Job description statements are intended to describe the general nature and level of work being performed by employees assigned to this job title. They are not intended to be construed as an exhaustive list of all responsibilities, duties and skills required.

EFFECTIVE DATE:

JOB TITLE: Municipal Finance Officer

DEPARTMENT: Finance

REPORTING RESPONSIBILITY: City Manager

SCOPE OF SUPERVISION: Finance Department

FLSA CLASSIFICATION: Exempt

- I. **JOB SUMMARY:** Performs various accounting duties for the City, Crime Control and Prevention District Board and Economic Development Corporation including creating and posting entries to the general ledger, reconciling accounts, bank statements, preparing tax reports, preparing analyses of expenditures and revenues, and compiling financial statements. Manages and coordinates the City's accounting operations and activities including budget, payroll, purchasing, accounts receivable, accounts payable, general ledger, financial records maintenance and annual audit functions. Performs various functions in the City's budgetary process and in accomplishing the City's payroll processes.

II. JOB REQUIREMENTS:

A. **EDUCATION AND/OR EXPERIENCE:**

B. **CERTIFICATES, LICENSES, REGISTRATIONS:**

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D. **SKILLS:**

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3. **MATH:** Operation of calculator and computer.
4. **REASONING:** Constantly make decisions, analyze, synthesize, troubleshoot, and act on a wide variety of sources and types of information on a daily basis. Helping to formulate policy, and developing and implementing new strategies and procedures. Skill in organizing resources and establishing priorities.
5. **SPEAKING:** Effective verbal communication skill required.
6. **SUPERVISORY:** Ability to supervise and train employees, to include organizing, prioritizing, and scheduling work assignments.
7. **MANAGERIAL:** Ability to develop, prepare and implement effective city policies and procedures. Ability to develop personnel and effectively instruct, guide, coach, teach, and mentor personnel. Ability to maintain recordkeeping systems.
8. **INTERPERSONAL:** Interact with staff, Mayor, City Council, other agencies and the general public, clear verbal communication required.
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III. ESSENTIAL JOB FUNCTIONS:

A. Municipal Finance Officer

1. Performs and coordinates all activities and functions of the general ledger, accounts receivable, payroll, fixed assets, financial statements, tax notes, capital projects, capital leases, accounts payable and grants for both the City, Economic Development Corporation and Crime Control and Prevention District Board.
2. Manages the proper accounting of all City, Economic Development Corporation and Crime Control and Prevention

District Board funds and sub funds in accordance with the Generally Accepted Accounting Principles.

3. Establishes and maintains a system of internal accounting and administrative controls for safeguarding all the City, Economic Development Corporation and Crime Control and Prevention District Board assets.
4. Prepares monthly budgeted financial statements and investment reports for City, which includes special revenue fund, garbage utility fund, capital projects fund, and debt services fund, Economic Development Corporation and Crime Control and Prevention District Board.
5. Develops and drafts quarterly and annual financial reports, to include the City's comprehensive Annual Financial Report and Single Audit Report in compliance with the governmental accounting and auditing financial reporting standards.
6. Performs year-end closing and coordinates all audits, to include the annual audit, and develops and schedules outside auditor activities.
7. Assists independent auditor with their annual review of financial records; prepares and provides support documentation and answers questions concerning financial records and accounting practices.
8. Monitors the activities of all departments to insure compliance and adherence to prescribed accounting policies and procedures.
9. Prepares, reviews and evaluates a variety of financial reports and statements including general ledger, bank reconciliation, and budget variances, monthly and annual reports.
10. Maintains City contracts; monitors contract payments; ensures contracts are within budget requirements; ensures compliance with contractual obligations.
11. Performs fixed assets accounting; maintains accurate fixed record assets, provides statistics for capital and operating budgets.
12. Monitors expenditures to insure compliance with approved appropriations and pertinent local, State, and Federal regulations.
13. Performs monthly reconciliation of bank accounts for cash and investments for the City, Economic Development Corporation and Crime Control and Prevention District Board.
14. Assists in drafting and implementing policies and procedures with regards to internal financial security.
15. Implements provisions of the City's Investment Policy under the direction of the City Investment Officer.
16. Performs related duties and responsibilities as required.

17. Knowledge and operation of software systems including Microsoft Excel, Word and Incode Accounting Program.

B. Budgeting

1. Assists the Mayor, City Administrator, Department Heads, Economic Development Corporation Director and Crime Control and Prevention District Board in the development and administration of the budget; analysis and forecasting of revenues; forecasting of expenditures, i.e. salaries, equipment, material and supplies.
2. Establishes and maintains computerized and paper files of budget information for current fiscal year as well as historic data for five previous fiscal years for both City, Economic Development Corporation and Crime Control and Prevention District Board.
3. Attends public hearing on City, Economic Development Corporation and Crime Control and Prevention District Board budgets as required.
4. Serves as Treasurer for the Economic Development Corporation and Crime Control and Prevention District Board.
5. Knowledge and operation of software systems including Microsoft Excel, Word and Incode Budgeting Programs.

C. Payroll

1. Establishes and maintains computerized and paper personnel and payroll files on all City employees, Crime Control and Prevention District employees, Economic Development Corporation employees, City Council members, Planning and Zoning Commissioners.
2. Receives all approved time sheets from department heads, calculates time sheets and maintains files on overtime, compensatory time, holiday pay, vacation pay, sick leave pay, and other miscellaneous pay and deductions.
3. Prepares payroll checks for City Employees, City Council members, EDC employees, Crime Control Prevention District employees and Planning and Zoning Commissioners.
4. Maintains employee payroll tax records, completes all mandated employee payroll tax reports including periodic federal income tax withholding reporting to IRS.
5. Maintains and coordinates all workers compensation reports and claim files.
6. Issue all W-2's and 1099's.
7. Knowledge and operation of software systems including Microsoft Excel, Word, and Incode Payroll Programs.

IV. OTHER JOB FUNCTIONS:

1. Performs any duties necessary to insure and/or assist in the operation of the Administrative Office.

2. Assists the City Administrator in administering all City Insurance Programs.
3. Any other duties or projects as assigned by City Administrator.

V. WORKING CONDITIONS AND JOB DEMANDS: Work may, on occasion, involve exposure to unusual elements, such as extreme temperatures, dirt, dust, fumes, smoke, unpleasant odors, and/or loud noises. Work environment involves minimal exposure to physical risks, such as operating dangerous equipment or working with chemicals.

JOB DUTIES	PERCENT OF TIME	STRENGTH	PHYSICAL DEMAND
ESSENTIAL FUNCTIONS			
OTHER JOB FUNCTIONS			

ESSENTIAL FUNCTIONS - LISTED IN DESCENDING ORDER OF FREQUENCY; IN THE STRENGTH COLUMN, S= SEDENTARY, L= LIGHT, M= MEDIUM, H= HEAVY, VH= VERY HEAVY.

PHYSICAL DEMANDS - SEE CODE LISTED IN PHYSICAL DEMAND COLUMN; A= STANDING, B= SITTING, C= WALKING, D= LIFTING, E= CARRYING, F= PUSHING/PULLING, G= REACHING, H= HANDLING, I= FINE DEXTERITY, J= KNEELING, K= CROUCHING, L=CRAWLING, M= BENDING, N= TWISTING, O= CLIMBING, P= BALANCING, Q= VISION, R= HEARING, S=TALKING, T= FOOT CONTROLS, U= OTHER

- VI. NON-PHYSICAL DEMANDS:** Change of tasks, performing multiple tasks simultaneously and working with others as part of a team, noisy/distracting environment, irregular schedule/overtime and tedious exacting work.
- VII. MACHINES, TOOLS, EQUIPMENT AND WORK AIDES:** City vehicle, computer workstation and/or laptop, phone, copier and fax.

I HAVE REVIEWED THIS JOB ANALYSIS AND FIND IT TO BE A FAIR DESCRIPTION OF THE JOB DEMANDS.

HR Director Signature Date Employee Signature Date



*Development
Consulting*

www.etrdevcon.com

Ed Theriot, AICP, Managing Member
5395 US Highway 183 North
Lockhart, Texas 78644
(512) 618-2865
ed@etrdevcon.com

Thomas Rhodes, Managing Member
401 Dryden Lane
Buda, Texas 78610
(512) 618-7449
thomas@etrdevcon.com

The People that Make Up ETR

Ed Theriot, AICP

Graduated from Texas State University in 1986 with a B.A. in Geography, Urban and Regional Planning
20 years of experience working directly for municipalities across the state
Approximately 4 years of experience working as a consultant for municipalities across the state
Member of the American Institute of Certified Planners since 1994
Member of the Central Texas Section of the Texas Chapter of the American Planning Association

Thomas Rhodes

Graduated Magna Cum Laude from Texas State University in 2004 with a B.S in Geography
Approximately 2 years of experience working directly for municipal government
Approximately 4 years of experience working as a consultant for municipalities across the state
Member of the Central Texas Section of the Texas Chapter of the American Planning Association
Member of the Boy Scouts of America, Eagle Scout – 1999

Municipal Finance Consulting Services

Sarah Mangham is a Certified Government Finance Officer . Sarah has over 15 successful years experience in Financial Analysis, Research, Documentation, Budget Development, Grant Monitoring, Management and Operations, Communications, Client/Staff Relations, of which 5 years were with a fast growing small Municipality. Sarah is available to provide additional financial services at the level you need.

Below is a brief list of how Sarah can be of assistance to your City.

- **Assist in Daily Operations of Municipal Finance Departments**
 - Bank reconciliations
 - Investments
 - Regular routine audits of the GL
 - Preparation of Monthly Reports to Management / Council
 - Annual review of changes in the utility rates / winter averaging
 - Other duties as needed
- **Financial Policies**
 - Assist the City in writing policies such as:
 - Fiscal / Budgetary Policy
 - Purchasing Policy
 - Investment Policy
- **Hotel / Motel Tax Audits / Ordinance Review**
 - Is the City missing some possible Hotel / Motel Tax Revenue?
 - How many hotels does the City have? Are they all reporting correctly?
- **Internal Control Reviews**
 - Where are the City's strengths & weaknesses?
 - How can the City improve on the weaknesses?
- **Sales Tax Audits**
 - Is the City missing some possible Sales Tax Revenue?
 - When did the City last review the reporting businesses to ensure that all is correct?
- **Budget Document Preparation**
 - Ready to take the Budget Document to the next level, but just need help with getting the files and documents ready for the first GFOA Distinguished Budget Award submission?
- **Other Special Finance Projects as needed**

**Burns & Wilcox****40 Years of Excellence**2301 East Lamar Blvd., 5th Floor, Arlington, TX 76006
Phone: (817) 652-1277 OR (800) 442-1496 Fax: (817) 652-9090**DATE:** 10/18/2010**INSURANCE BINDER**

Page 1 of 3

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN BELOW.

INSURED: ETR Development Consulting401 Dryden Lane
Buda, TX 78610**B&W PRODUCER:** Dick Weaver**AGENT:** Michael Bickel Insurance Agency

595 Round Rock W Dr Ste 501

Round Rock, TX 78681

LOCATION(S) OF RISK:

1: 401 Dryden Lane, Buda, TX 78610

POLICY EFFECTIVE FROM: 10/13/10 AT 12:01 AM TO 10/13/11 AT 12:01 AM STD TIME AT RISK LOCATION.**FORM OF COVERAGE:** PACKAGE COMMERCIALCLAIMS MADE **Retro Date:** 10/13/2008

Consultant

POLICY NO: SRD424117 (Renewal of Policy# SRD366979)**INSURER(S):**

Line Of Business	Supplier(s)	Participation
Commercial General Liability	Certain Underwriters at Lloyds	100.00 %
Errors & Omissions	Certain Underwriters at Lloyds	100.00 %

LIMITS / DEDUCTIBLES:

Loc	Sub Coverage	Limit(s)	Deductible(s)	Co Ins
1	Each Claim	\$1,000,000	\$2,500	Per Claim
1	Annual Aggregate	\$1,000,000		
1	General Aggregate	\$2,000,000		
1	Each Occurrence	\$1,000,000	\$500	Per Claimant
1	Personal and Advertising Injury	\$1,000,000	\$500	Per Claimant
1	Fire Damage / Any One Fire	\$100,000	\$500	Per Occurrence
1	Medical Expense / Any One Person	\$5,000		
1	Products and Completed Operations	\$2,000,000	\$500	Per Claimant

TOTAL CHARGES:

Premium: \$	250.00	Additional Insured (Fully Earned)
Premium: \$	1,955.00	Errors & Omissions
Premium: \$	100.00	Additional Insured (Fully Earned)
Premium: \$	500.00	Commercial General Liability
Tax: \$	1.68	Stamping Tax
Tax: \$	136.04	Surplus Lines Tax - CommPkge

TOTAL: \$ 2,942.72**100% MINIMUM & DEPOSIT****TERM MINIMUM PREMIUM:**

25.00 % EARNED (Except Where Fully Earned)

MINIMUM PREMIUM = \$963.75

EXCLUSIONS:



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INSURANCE BINDER

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E&O Exclusions: NMA2915 - Electronic Data Recognition Exclusion, NMA 464 - War and Terrorism Exclusion, NMA2920 - Terrorism Exclusion Endorsement, BW5001E&O (5/03) - Asbestos, Lead, Silica Dust, Mold, Bio-Organic Growth and/or Mildew Exclusion, NMA2341 - Land, Water & Air Exclusion, NMA1191 - Radioactive Contamination Exclusion Clause - Physical Damage Direct, NMA2962 - Biological and Chemical Materials Exclusion.

Other E&O Exclusions included, but not limited to: BI/PD, Punitive, Absolute Pollution, Etc.

GENERAL LIABILITY EXCLUSIONS: NMA2920 War and Terrorism Exclusion, BW5001 Asbestos, Lead, Silica Dust, Mold, Bio-Organic Growth and/or Mildew Exclusion, CG0001 Commercial General Liability Coverage From Exclusions, BWUN101 Exclusions including but not limited to pollution, asbestos, lead paint, punitive damages and sexual action, CG2160 Y2K Exclusion, PS-1 Professional Services Exclusion, CG2147 Employee Related Practices Exclusion, CU-142 Leased Employees Exclusion, NMA464 War & Civil War Exclusion; NMA2962 Biological or Chemical Materials Exclusion; BWUN101 (12/08)

ENDORSEMENTS:

TP059, TP081A, BWSD100, IL0017, LMA 5020, LSW1001, SOFAE (02/05) Schedule of Forms & Endorsements, LPG1 (10/95) Lloyds Policy Jacket, LLOYDS1A (09/98) Certificate of Insurance, LLOYDS1B (10/93) Commercial Policy Coverage Part, CG00001 (2007) Commercial General Liability Coverage Part Supplemental Declarations, BWSD100 (05/94) Mandatory Provisions Endorsement, BW001401 (09/07) Fire Legal Liab Cov, CG0067 (3/05) Violation of Statutes, CG2426 (7/04) Amendment of Insured Contract Definition, LMA5021 (9/05) Applicable Law (U.S.A.), CG0001 (12/07) Commercial General Liability Coverage Form, LSW1001 (08/94) Several Liability Notice, UN1026 Classification Limitation, BW3378 (01/08) Audit Premiums - Amendatory Endorsement, IL0017 (11/98) Common Policy Conditions.

CONDITIONS:



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INSURANCE BINDER

Page 3 of 3

NAMED INSURED'S PROFESSION: Urban Planning and Land Use Consulting

[X] EO1 (09/08) INSURED IS REQUIRED TO OBTAIN CERTIFICATES OF INSURANCE FROM ALL SUBCONTRACTORS EVIDENCING THEY ARE CARRYING THEIR OWN ERRORS & OMISSIONS POLICY AT EQUAL OR HIGHER LIMITS DURING THE TERM OF THIS POLICY.

[X] EO2 (11/08) IT IS HEREBY UNDERSTOOD AND AGREED THAT THE INSURED MUST BE AN INDEPENDENT CONTRACTOR AND MUST USE A FORMAL WRITTEN CONTRACT WITH EACH CLIENT.

ERRORS & OMISSIONS COVERAGE WILL BE CLAIMS MADE.
GENERAL LIABILITY COVERAGE WILL BE OCCURRENCE.

RETRO DATE: This quotation provides coverage for loss(s) arising from claims by reason of wrongful acts occurring only after indicated date shown as 'RETRO DATE' on page 1 of this document and before cancellation or termination of this policy.

GENERAL LIABILITY REQUIREMENT: Insured is required to carry CGL including Products/completed Operations with equal limits throughout the E&O policy term.

APPLICATION: The application will become a part of the policy. A signed application dated not more than 30 days (60 days for renewals) prior to the inception date will be required in the event coverage is effected.

E&O APPLICATION DATED: 10/08/10
GL ACCORD APPLICATION DATED: NEED
TRIA ACCEPTANCE/REJECTION FORM DATED: 10/15/10

TP083 - Optional Provisions Endorsements:
[x] Conditions applicable to: Consultant

Additional Endorsements and Policy Language:

[X] CG2026 (07/04)
[X] It is hereby agreed and understood that Sarah Mangham is added to the miscellaneous E&O coverage solely for her professional services provided on behalf of and under direct contract for the Named Insured.
[X] Excludes claims in connection with or arising out any guarantees or warranties.

GENERAL LIABILITY: Terrorism Risk Insurance Additional Premium \$100 (Fully Earned at Inception) per Disclosure Notice C attached, accept/reject form required to bind coverage. If accepted forms LMA 5091 (12/07) will be added. If rejected, form LMA 5092 (12/07) will be added. COVERAGE WILL NOT BE BOUND WITHOUT THIS COMPLETED FORM.

PLEASE FEEL FREE TO CONTACT US IF YOU SHOULD NEED A SAMPLE COPY OF ANY POLICY FORMS.

POLICY IS ONLY COMPLETE SOURCE OF COVERAGE INFORMATION.

PLEASE REVIEW THIS BINDER CAREFULLY AS IT MAY DIFFER FROM COVERAGES AND LIMITS REQUESTED.

THIS INSURANCE CONTRACT IS WITH AN INSURER NOT LICENSED TO TRANSACT INSURANCE IN THIS STATE AND IS ISSUED AND DELIVERED AS A SURPLUS LINES COVERAGE PURSUANT TO THE TEXAS INSURANCE STATUTES. THE TEXAS DEPARTMENT OF INSURANCE, STATE BOARD OF INSURANCE, DOES NOT AUDIT THE FINANCES OR REVIEW THE SOLVENCY OF THE SURPLUS LINES INSURER PROVIDING THIS COVERAGE, AND THIS INSURER IS NOT A MEMBER OF THE PROPERTY AND CASUALTY INSURANCE ASSOCIATION CREATED UNDER THE INSURANCE CODE, ARTICLE 21.28-C. THE INSURANCE CODE, ARTICLE 1.14-2, REQUIRES PAYMENT OF 4.85% TAX ON GROSS PREMIUM.

THIS COMPANY BINDS THE KIND(S) OF INSURANCE STIPULATED HEREIN. THE ABOVE COVERAGES ARE THE ONLY COVERAGES BOUND. ANY COVERAGE REQUESTED IN THE APPLICATION THAT DIFFERS FROM THE ABOVE IS NOT INCLUDED. THE INSURANCE IS SUBJECT TO THE TERMS, CONDITIONS, LIMITATIONS, AND FORMS OF THE POLICY(S) IN CURRENT USE BY THE COMPANY. THIS BINDER IS CANCELLED SIXTY (60) DAYS FROM THE EFFECTIVE DATE OR WHEN REPLACED BY A POLICY, WHICHEVER COMES FIRST.

THE AGENT MUST READ THIS CERTIFICATE AND IF NOT CORRECT RETURN IT IMMEDIATELY TO BURNS & WILCOX, LTD.

BY: DON CARSON, Authorized Representative

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of November, 2015, by and between the City of Windcrest, State of Texas, a municipal corporation, hereinafter called "Employer," as party of the first part, and Sarah Mangham, hereinafter called "Officer", as party of the second part, both of whom understand as follows:

WITNESSETH:

WHEREAS, Sarah Mangham received a Business Degree from Sam Houston State University, is a Certified Government Finance Officer, Number 218, and possesses extensive municipal finance and human resources experience as well as other professional experience and credentials; and

WHEREAS, Employer desires to continue the employment of Sarah Mangham, who has served as the Municipal Finance Officer of the City of Windcrest since December of 2010; and

WHEREAS, it is the desire of the governing body, hereinafter called "Council," to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Officer; and

WHEREAS, Officer desires to continue her employment as Municipal Finance Officer of the City of Windcrest;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1: Duties

Employer hereby agrees to extend the employment of Sarah Mangham as Municipal Finance Officer of said Employer to perform the functions and duties specified in the charter and ordinances of the City of Windcrest and to perform other legally permissible and proper duties and functions as the Mayor or City Council shall from time to time assign.

Section 2: Term

Officer agrees to remain in the non-exclusive employment of Employer for one (1) year commencing on November 6, 2015 and ending on September 30, 2016. Said term of employment shall automatically renew monthly thereafter until either (1) extended by further written agreement of the parties, (2) terminated by Employer, or (3) terminated by written resignation from Officer to Employer.

Section 3: Suspension

Employer may suspend Officer with full pay and benefits at any time during the term of this agreement, with or without cause, if a majority of the Council votes such suspension.

Section 4: Disability

If Officer is permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health, even with reasonable accommodation, the parties hereto acknowledge that the Employer may replace Officer as the Municipal Finance Officer of the City.

Section 5: Salary

Officer's scheduling shall be approved by the City Manager, with the understanding that Officer shall perform her duties for a weekly average of 24.5 hours, of which an average of 8 hours per week shall be performed onsite. Employer agrees to pay Officer for her services rendered pursuant hereto a monthly salary of \$4,261.89, of which \$3,675.00 shall be paid in cash and \$586.89 shall be used by Employer for the purchase of health insurance for Officer. The cash portion of Officer's salary shall be payable in installments at the same time as other department heads of the Employer are paid. Officer shall receive no perks or benefits (such as retirement contributions, holidays, vacation and sick days, except that Officer shall receive HSA contributions). Officer shall be covered under Employer's officer and director liability insurance. If this contract is automatically renewed, Officer's compensation shall be adjusted by any increase or decrease in the cost of furnishing health insurance for Officer.

Section 6: Performance Evaluation

The City Council regularly adopts goals and objectives for the operation of the City, and establishes relative priority among those goals and objectives. The goals and objectives are subject to the annual operating and capital budgets and appropriations provided for attainment of the goals and objectives. The City Manager and the City Council shall review and evaluate the performance of Officer annually to determine the City's satisfaction with Officer's success in providing the leadership and management expertise appropriate to attain the goals and objectives adopted by the City Manager and City Council. If the City Manager and City Council determine that Officer has consistently failed to provide leadership and management expertise in attaining compliance with the City's established goals and objectives, the City Manager or the City Council may terminate Officer.

Section 7: Dues, Subscriptions and Professional Development

Subject to approval by the City Manager, Officer's dues and subscriptions, professional development, meetings, official travel and subsistence expenses adequate to continue the professional development of Officer and to adequately pursue necessary official functions for Employer, shall be paid by the City. These include, but are not limited to, Texas Municipal League

annual conventions and such other national, regional, state, and local governmental groups and committees related to Officer's role as Director of Public Works of City.

Section 8: Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Officer under any law or ordinance.

Section 9: Other Terms and Conditions of Employment

The Council, in consultation with the Officer, shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance of Officer, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, the ordinances of the City of Windcrest or any other law.

Section 10: Notices

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- (1) EMPLOYER: City of Windcrest
ATTN: City Manager
8601 Midcrown
Windcrest, Texas 78239
- (2) OFFICER: Sarah Mangham
517 Evening Star
Kyle, Texas 78640

Alternatively, notices required pursuant to this agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 11: General Provisions

- A. The text herein shall constitute the entire agreement between the parties.
- B. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Officer.
- C. This agreement shall become effective upon signing by both parties.

D. If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

E. This agreement shall be construed in accordance with, and governed by, the laws of the State of Texas. Venue shall lie exclusively in Bexar County, Texas.

F. The parties agree to negotiate in good faith in an effort to resolve any dispute related to this agreement that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to litigation and will equally share the costs of a mutually acceptable mediator. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

G. If the parties cannot settle a dispute related to this agreement through negotiations and mediation, the parties hereby WAIVE THEIR RIGHT TO TRIAL BY JURY AND AGREE TO A TRIAL BY A JUDGE.

H. EXCEPT AS MODIFIED HEREINABOVE, THE PARTIES HERETO ACKNOWLEDGE THAT THE MUNICIPAL FINANCE OFFICER'S EMPLOYMENT IS AT WILL.

I. This Agreement shall not be construed more or less strictly against either party hereto because of the authorship of the agreement.

IN WITNESS WHEREOF, the City of Windcrest has caused this agreement to be signed and executed on its behalf by its City Manager, and the Officer has signed and executed this agreement, both in duplicate, the day and year first above written.

Rafael Castillo, City Manager of the City of Windcrest

ATTEST:

Kelly Rodriquez, City Secretary

APPROVED AS TO FORM:

Michael S. Brenan, City Attorney

Sarah Mangham