

City of Windcrest



AGENDA **CITY COUNCIL MEETING @ 6 P.M.** **December 5, 2022**

CITY COUNCIL CHAMBERS @ 8601 MIDCROWN

CCM @ 6 P.M.

NOTICE IS HEREBY GIVEN THAT THE CITY OF WINDCREST CITY COUNCIL WILL HOLD A REGULAR CITY COUNCIL MEETING AT WINDCREST CITY HALL LOCATED AT 8601 MIDCROWN, WINDCREST, TEXAS ON THE 5th DAY OF DECEMBER 2022, STARTING AT 6 P.M.

THE CITY COUNCIL RESERVES THE OPTION TO RECESS THE MEETING DURING THE EVENING OF DECEMBER 5, 2022, AND TO RECONVENE THE MEETING ON THE FOLLOWING BUSINESS DAY, DECEMBER 6, 2022 AT 9:00 A.M. AT THE WINDCREST CITY HALL, 8601 MIDCROWN, WINDCREST, TEXAS.

NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

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

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE AND INVOCATION

IV. CEREMONIAL – SWEARING IN OF NEWLY ELECTED CITY COUNCIL MEMBERS – PLACE 1, PLACE 2 AND PLACE 3

V. CITIZENS TO BE HEARD/CITIZEN PARTICIPATION

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

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

VI. PRESENTATION

- a) City Council will receive a presentation from Mario Hernandez, Windcrest Economic Development Corporation Direction, on a non-binding letter of intent between the Windcrest Economic Development Corporation and Eurostar (WSS's).

VII. PUBLIC HEARING

OPENING OF PUBLIC HEARING

City Council will receive comments on a request for approval of CC use Lot 34, NCB 12190, 11.199 acres at 5001 Eisenhower Rd., also known as Eisenhower Point Unit 5 (BCAD#502138). [Rafael Castillo, Jr., City Manager]

CLOSING OF PUBLIC HEARING

VIII. RESOLUTION

- a) City Council will review, discuss, and may act on Resolution 2022-561(R), a resolution approving CC use for Lot 34, NCB 12190, 11.199 acres also known as Eisenhower Point Unit 5 (BCAD#502138). [Rafael Castillo, Jr., City Manager]
- b) City Council will review, discuss, and may act on Resolution 2022-562(R), a resolution authorizing a memorandum of understanding, Type B Economic Incentive Agreement between the Windcrest Economic Development Corporation and WSS, Inc. [Rafael Castillo, City Manager]
- c) City Council will review, discuss, and may act on Resolution 2022-563(R), a resolution approving the Equipment Housing License Agreement between the City of Windcrest and Google Fiber. [Rafael Castillo, Jr., City Manager]
- d) City council will review, discuss, may act on Resolution 2022-564(R), a resolution appointing Municipal Court Judges to include a Senior, Presiding, and Alternate. [Dan Reese, Mayor; Rafael Castillo, Jr., City Manager]
- e) City Council will review, discuss, may act on Resolution 2022-565(R), a resolution appointing a Mayor Pro Tempore. [Dan Reese, Mayor]

IX. DISCUSSION AND ACTION

- a) City Council will review, discuss, and may act on amendments to Chapter 113 in relation to sexually orientated business. [Joan Pedrotti, Mayor Pro Tem]
- b) City Council will review, discuss, and may act on the renewal and amendments of the Windcrest Little League contract. [Joan Pedrotti, Mayor Pro Tem]
- c) City Council will receive an update on the City of Windcrest 2021-2023 Strategic Plan.

[Rafael Castillo, Jr., City Manager]

X. EXECUTIVE SESSION

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

- i. Pursuant to Govt. Code §551.087 for deliberation regarding economic development planning and §551.017 for consultation with attorney on the Master Economic Incentive Agreement and Rackspace.
- ii. Pursuant to Govt. Code 551.71, litigation update on:
 - 438 Crestwind
 - 5907 Crescent Falls
 - 421 Faircrest
 - 5907 Brook Falls
 - 222 Driftwind
 - 509 Waxwing
 - Main Street Properties, LLC – Red Tree Square

XI. CITY MANAGER'S REPORT.

Any oral report provided by the city manager will be informational only and not for council action. The city manager may provide updates on community and upcoming city events, the status of the operation of individual departments, any unusual activity from any specific department which has occurred since the posting of the agenda, or to provide potential topics of discussion which may appear on a future agenda.

XII. GENERAL ANNOUNCEMENTS & FUTURE AGENDA ITEMS REQUESTED

Per Ordinance No. 618, repealing Ordinance No. 593; Section 9: Every agenda shall include an item entry granting a member the opportunity to propose an item for consideration of future agendas for Regular or Special Meetings. Any member may request the inclusion of such items at any meeting

XIII. ADJOURNMENT

DECORUM REQUIRED: *Any disruptive behavior, including shouting or derogatory statements or comments may be ruled out of order by the Presiding Officer. Continuation of this type of behavior could result in a request by the Presiding Officer that the individual leave the meeting, and if refused, an order of removal.*

ACTION BY COUNCIL AUTHORIZED: *The City Council may vote and/or act upon any item within this Agenda. The Council reserves the right to retire into executive session concerning any of the items listed on this Agenda, pursuant to and in accordance with Texas Government Code § 551.072 (Deliberations about Real Property); § 551.073 (Deliberations about Gifts & Donations); § 551.076 (Deliberations about Security Devices); §551.087 (Economic Development); §551.074 (Personnel Matters) and, § 551.071 to seek the advice of its attorney about pending or contemplated litigation, settlement offer or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflict with the Open Meetings Act and may invoke this right where the City Attorney, the Mayor or a majority of the Governing Body deems an executive session is necessary to allow privileged consultation between the City Attorney and the governing body, if considered necessary and legally justified under the Open Meetings Act. The attorney may appear in person, or appear in executive session by conference call in accordance with applicable state law.*

EXECUTIVE SESSIONS APPROVED BY CITY ATTORNEY: *This agenda has been reviewed and approved by the City's legal counsel and the presence of any subject in any Executive Session portion of the agenda constitutes a written interpretation of Texas Government Code Chapter 551 by legal counsel for the body and constitutes an opinion by the attorney that the items discussed therein may be legally discussed in the closed portion of the*

meeting considering available opinions of a court of record and opinions of the Texas Attorney General known to the attorney. This provision has been added to this agenda with the intent to meet all elements necessary to satisfy Texas Government Code Chapter 551.144(c) and the meeting is conducted by all participants in reliance on this opinion.

ATTENDANCE BY OTHER ELECTED OR APPOINTED OFFICIALS:

It is anticipated that members of other city boards, commissions and committees may attend the meeting in numbers that may constitute a quorum of such other city boards, commissions and committees, so that notice is hereby given that the meeting is also a meeting of the other city boards, commissions and committees whose members are in attendance. The members of the other city boards, commissions and committees may participate in discussions which occur at the meeting, but no action will be taken by the other boards, commissions, and committees whose members are in attendance.

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the City Council of the City of Windcrest is a true and correct copy of said Notice and was posted on the bulletin board at City Hall of said City in a convenient place to the public and said Notice was posted more than seventy-two (72) hours prior to the meeting on December 5, 2022.

BY: _____
Rachel C. Dominguez, City Secretary

RESOLUTION 2022-561(R)

A RESOLUTION AUTHORIZING CC USES OF MANUFACTURING AND WAREHOUSING ON 11.199 ACRES OF PROPERTY LOCATED AT 5001 EISENHAUER RD., BCAD#502138, AND DESCRIBED IN THE ATTACHED EXHIBIT "A"

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 113.252 permits "CC" uses within the "B-3" Business District upon specific approval for proposed "CC" uses as provided in Section 113.252(a) 3 of the Code of Ordinances; and

WHEREAS, Ordinance No. 2014-713(O) found that the Planning and Zoning Commission had recommended "CC" use for the Property with specific Council approval; and

WHEREAS, on August 25, 2014 the City Council authorized "CC" use for manufacturing, warehousing, 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 previously numbered Section 23.1401(a) 3 of the Code of Ordinances and is now numbered as Chapter 113.252(a)3; and

WHEREAS, on August 25, 2014, the City Council also authorized the owner to seek specific City Council approval for any remaining portions of the property out of the 110.30 acres for "CC" use to be triggered in the future by specific City Council resolution; and

WHEREAS, East Group Properties, L.P., has applied to the City for a "CC" use to authorize manufacturing and warehousing on 11.199 acres of land located at 5001 Eisenhower, BCAD#502138. As a result, the owner need only request the City Council trigger the CC use application by resolution as the CC use was previously held compatible and authorized but subject to specific development requirements. The triggering of "CC" use is not authorized as a matter of right absent the applicant meeting the specific development requirements of Ordinance No. 2014-713 (O) and the City's current Code of Ordinances; and

WHEREAS, the City Council finds East Group Properties, L.P., has satisfied the specific development requirements required under Ordinance No. 2014-713 (O) and the City's current Code of Ordinances.

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

SECTION 1. The land in the attached Exhibit "A" 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 113.252(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 “A” is granted “CC” use authorization for warehousing within an enclosed structure, as provided in Section 113.252(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 113-22. 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 5th day of December, 2022, 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

Dan Reese, Mayor

ATTEST:

Rachel C. Dominguez, City Secretary

APPROVED AS TO FORM:

Ryan S. Henry, City Attorney

EISENHAUER POINT - BLDGS 10 & 11 . SAN ANTONIO, TEXAS

SCHEME A1 - 07/08/21

M21-01-B0084

EISENHAUER
BLDGS 10 & 11

BLDG 10: +/-67,500 S.F.
BLDG 11: +/-95,275 S.F.
TOTAL: +/-162,775 S.F.

PARKING

BLDG 10: +/- 180 SPACES
BLDG 11: +/- 144 SPACES
TOTAL: +/- 324 SPACES

SITE AREA: 11.17 ACRES



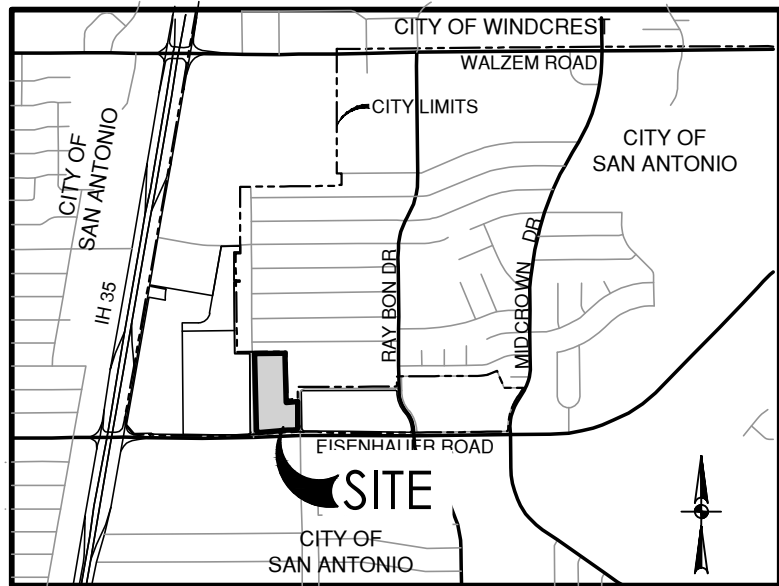
BASED ON PRELIMINARY INFORMATION PROVIDED
BY THE OWNER - SUBJECT TO CHANGE

METHOD architecture
2118 LAMAR, SUITE 200
HOUSTON, TEXAS 77003
(713) 842 - 7500

SITE PLAN



NOT TO SCALE



LOCATION MAP
NOT-TO-SCALE

LEGEND

- PR DEED AND PLAT RECORDS OF
BEXAR COUNTY, TEXAS
- NCB NEW CITY BLOCK
- OPR OFFICIAL PUBLIC RECORDS
OF REAL PROPERTY OF BEXAR
COUNTY, TEXAS
- VOL VOLUME
- PG PAGE(S)
- ROW RIGHT-OF-WAY
- FOUND 1/2" IRON ROD (UNLESS
NOTED OTHERWISE)
- SET 1/2" IRON ROD (PD)
- SET 1/2" IRON ROD (PD)-ROW
- 745— EXISTING CONTOURS
- — — CITY LIMITS LINE
- ① 14" GAS, ELECTRIC, TELEPHONE
AND CABLE TV EASEMENT
- ⑪ 20' BUILDING SETBACK

CURVE TABLE

CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	26.25'	92°37'24"	S40°29'40"W	37.96'	42.44'
C2	6600.07'	2°17'09"	S87°29'12"W	263.29'	263.31'
C3	26.25'	93°28'25"	N48°54'00"W	38.23'	42.82'

SURVEYOR'S NOTES:

- PROPERTY CORNERS ARE MONUMENTED WITH CAP OR DISK MARKED "PAPE-DAWSON" UNLESS NOTED OTHERWISE.
- COORDINATES SHOWN ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 NAD83 (NA2011) EPOCH 2010.00 FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE DISPLAYED IN GRID VALUES DERIVED FROM THE NGS COOPERATIVE CORS NETWORK.
- DIMENSIONS SHOWN ARE SURFACE.
- BEARINGS ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 NAD83 (NA2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE.

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN IN THIS PLAT TO THE MATTERS OF STREETS, LOTS AND DRAINAGE LAYOUT.

LICENSED PROFESSIONAL ENGINEER

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE _____ DAY OF _____, A.D. _____

NOTARY PUBLIC
BEXAR COUNTY, TEXAS*
STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

REGISTERED PROFESSIONAL LAND SURVEYOR

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE _____ DAY OF _____, A.D. _____

NOTARY PUBLIC
BEXAR COUNTY, TEXAS*

CPS/SAWS/COSA UTILITY:

- THE CITY OF SAN ANTONIO AS PART OF ITS ELECTRIC, GAS, WATER, AND WASTEWATER SYSTEMS - CITY PUBLIC SERVICE BOARD (CPS ENERGY) AND SAN ANTONIO WATER SYSTEM (SAWS) - IS HEREBY DEDICATED EASEMENTS AND RIGHTS-OF-WAY FOR UTILITY, TRANSMISSION AND DISTRIBUTION INFRASTRUCTURE AND SERVICE FACILITIES IN THE AREAS DESIGNATED ON THIS PLAT AS "ELECTRIC EASEMENT," "ANCHOR EASEMENT," "SERVICE EASEMENT," "OVERHANG EASEMENT," "UTILITY EASEMENT," "GAS EASEMENT," "TRANSFORMER EASEMENT," "WATER EASEMENT," "SANITARY SEWER EASEMENT" AND/OR "RECYCLED WATER EASEMENT" FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, RECONSTRUCTING, MAINTAINING, REMOVING, INSPECTING, PATROLLING, AND ERECTING UTILITY INFRASTRUCTURE AND SERVICE FACILITIES FOR THE REASONS DESCRIBED ABOVE. CPS ENERGY AND SAWS SHALL ALSO HAVE THE RIGHT TO RELOCATE SAID INFRASTRUCTURE AND SERVICE FACILITIES WITHIN EASEMENT AND RIGHT-OF-WAY AREAS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE OF ACCESSING SUCH INFRASTRUCTURE AND SERVICE FACILITIES AND THE RIGHT TO REMOVE FROM SAID LANDS ALL TREES OR PARTS THEREOF, OR OTHER OBSTRUCTIONS WHICH ENDANGER OR MAY INTERFERE WITH THE EFFICIENCY OF WATER, SEWER, GAS, AND/OR ELECTRIC INFRASTRUCTURE AND SERVICE FACILITIES. NO BUILDING, STRUCTURE, CONCRETE SLABS, OR WALLS WILL BE PLACED WITHIN EASEMENT AREAS WITHOUT AN ENCROACHMENT AGREEMENT WITH THE RESPECTIVE UTILITY.
- ANY CPS ENERGY OR SAWS MONETARY LOSS RESULTING FROM MODIFICATIONS REQUIRED OF CPS ENERGY OR SAWS INFRASTRUCTURE AND SERVICE FACILITIES, LOCATED WITHIN SAID EASEMENTS, DUE TO GRADE CHANGES OR GROUND ELEVATION ALTERATIONS SHALL BE CHARGED TO THE PERSON OR PERSONS DEEMED RESPONSIBLE FOR SAID GRADE CHANGES OR GROUND ELEVATION ALTERATIONS.
- THIS PLAT DOES NOT AMEND, ALTER, RELEASE OR OTHERWISE AFFECT ANY EXISTING ELECTRIC, GAS, WATER, SEWER, DRAINAGE, TELEPHONE, CABLE TV EASEMENTS OR ANY OTHER EASEMENTS FOR UTILITIES UNLESS THE CHANGES TO SUCH EASEMENTS ARE DESCRIBED HEREON.

SAWS IMPACT FEE:

WATER AND/OR WASTEWATER IMPACT FEES WERE NOT PAID AT THE TIME OF PLATTING FOR THIS PLAT. ALL IMPACT FEES MUST BE PAID PRIOR TO WATER METER SET AND/OR WASTEWATER SERVICE CONNECTION.

SAWS WASTEWATER EDU:

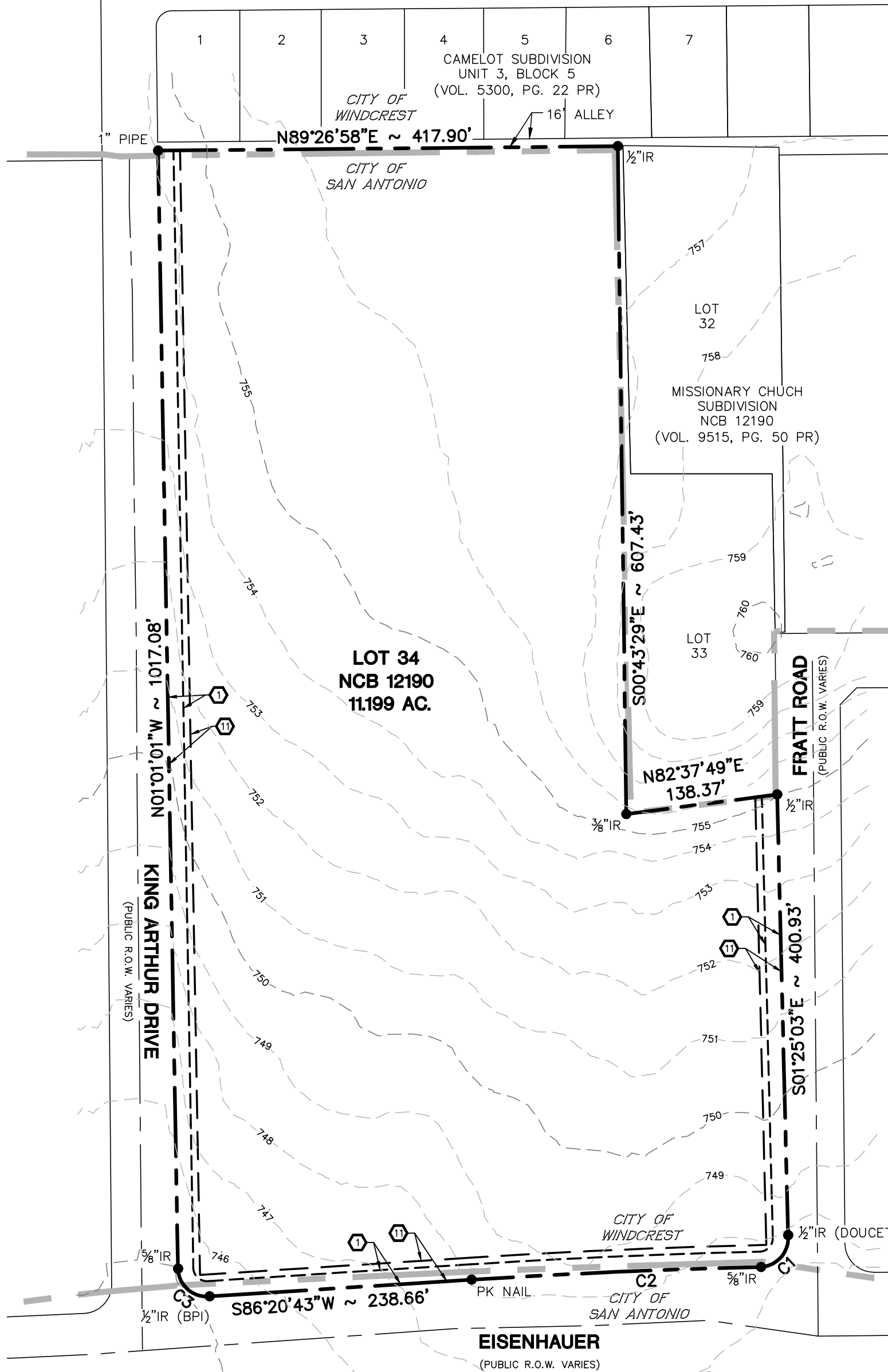
THE NUMBER OF WASTEWATER EQUIVALENT DWELLING UNITS (EDU/S) PAID FOR THIS SUBDIVISION PLAT ARE KEPT ON FILE UNDER THE PLAT NUMBER AT THE SAN ANTONIO WATER SYSTEM.

SAWS HIGH PRESSURE:

A PORTION OF THE TRACT IS BELOW THE GROUND ELEVATION OF 748 FEET WHERE THE STATIC PRESSURE WILL NORMALLY EXCEED 80 PSI. AT ALL SUCH LOCATIONS, THE OWNER OR BUILDER SHALL INSTALL AT EACH LOT, ON THE CUSTOMER'S SIDE OF THE METER, AN APPROVED TYPE PRESSURE REGULATOR IN CONFORMANCE WITH THE PLUMBING CODE OF THE CITY OF SAN ANTONIO.

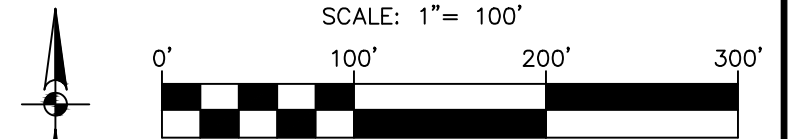
NON-RESIDENTIAL FINISHED FLOOR ELEVATION - CITY ONLY

FINISHED FLOOR ELEVATIONS FOR NON-RESIDENTIAL STRUCTURES SHALL BE NO LESS THAN ONE FOOT ABOVE THE BASE FLOOD ELEVATION OF THE REGULATORY FLOODPLAIN (CITY OF SAN ANTONIO ULTIMATE DEVELOPMENT FLOODPLAIN). THE LOWEST ADJACENT GRADE SHALL BE AT OR ABOVE THE BASE FLOOD ELEVATION. FLOOD-PROOFING MAY BE ALLOWED IF ELEVATING THE STRUCTURE IS NOT FEASIBLE, IF APPROVED BY THE FLOODPLAIN ADMINISTRATOR OF THE CITY OF SAN ANTONIO.



SUBDIVISION PLAT OF EISENHAUER POINT UNIT 5

ESTABLISHING LOT 1, BEING A 11.199 ACRE TRACT OF LAND, RECORDED IN VOLUME 15269, PAGES 1379 OF THE REAL PROPERTY RECORDS OF BEXAR COUNTY, TEXAS, OUT OF THE GERTRUDE RODRIGUEZ SURVEY NUMBER 132, ABSTRACT 610, IN NEW CITY BLOCK 15821, IN THE CITY OF WINDCREST, BEXAR COUNTY, TEXAS.



**PAPE-DAWSON
ENGINEERS**

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028800

DATE OF PREPARATION: February 22, 2022

STATE OF TEXAS
COUNTY OF DALLAS

THE OWNER OF LAND SHOWN ON THIS PLAT, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO THE CITY OF WINDCREST, TEXAS, FOR THE USE OF THE PUBLIC, EXCEPT AREAS IDENTIFIED AS PRIVATE OR PART OF AN ENCLAVE OR PLANNED UNIT DEVELOPMENT, FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

OWNER/DEVELOPER: REID DUNBAR
LOT 53 EASTGROUP PROPERTIES, LP
7301 N. STATE HIGHWAY 161, SUITE 215
IRVING, TEXAS 75039

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED REID DUNBAR, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND 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 _____ DAY OF _____.

NOTARY PUBLIC, BEXAR COUNTY, TEXAS

THE CITY ENGINEER OF THE CITY OF WINDCREST, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE CITY AS TO WHICH HIS APPROVAL IS REQUIRED.

CITY ENGINEER OF THE CITY OF WINDCREST

THIS PLAT OF EISENHAUER POINT UNIT 5 HAS BEEN SUBMITTED TO THE CITY OF SAN ANTONIO, TEXAS, AND HAVING BEEN REVIEWED BY THE DIRECTOR OF DEVELOPMENT SERVICES, IS HEREBY APPROVED IN ACCORDANCE WITH STATE OR LOCAL LAWS AND REGULATIONS, AND/OR WHERE ADMINISTRATIVE EXCEPTION(S) HAVE BEEN GRANTED.

DATED THIS _____ DAY OF _____, A.D. 20____.

BY: _____
DIRECTOR OF DEVELOPMENT SERVICES



BURY

922 Isom Road, Suite 100
San Antonio, Texas 78216
(210) 525-9090, Phone

TBPE #F-1048
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www.buryinc.com

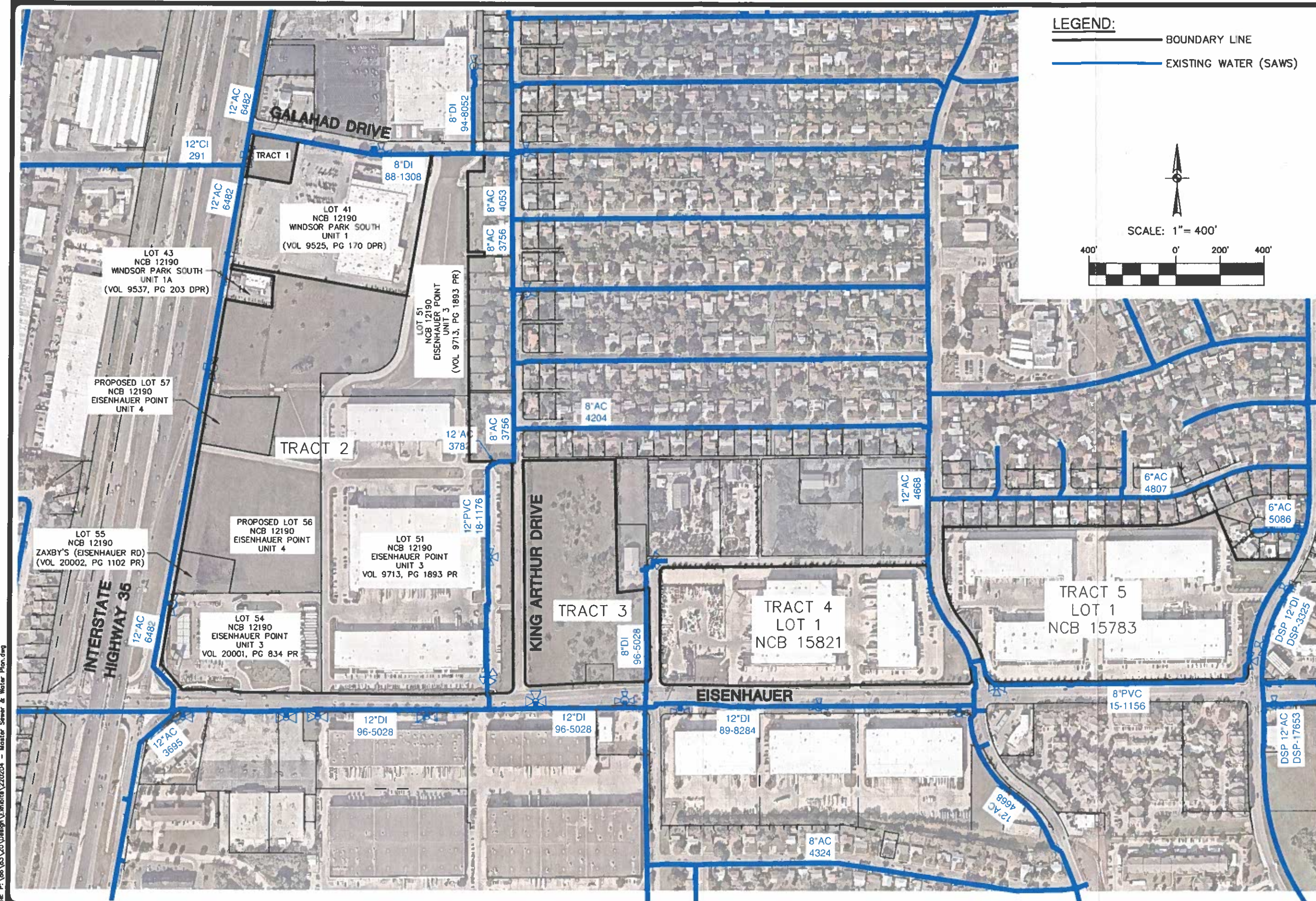
SLF IV - Eisenhower Point, L.P.
+/- 110 Acres

Site Vicinty with Contours

SLV-IV

Date: 10/21/2014
File: Contours.mxd
Scale: 1 inch = 400 feet
Tech: MMH
Project Number: 103662 50002

Date: Feb 17, 2022, 3:34pm User: D: gmerlin
File: P:\00\03\20\Design\Exhibit\202024 - Master Sewer & Water Plan.dwg



EISENHAUER POINT - 111 ACRES

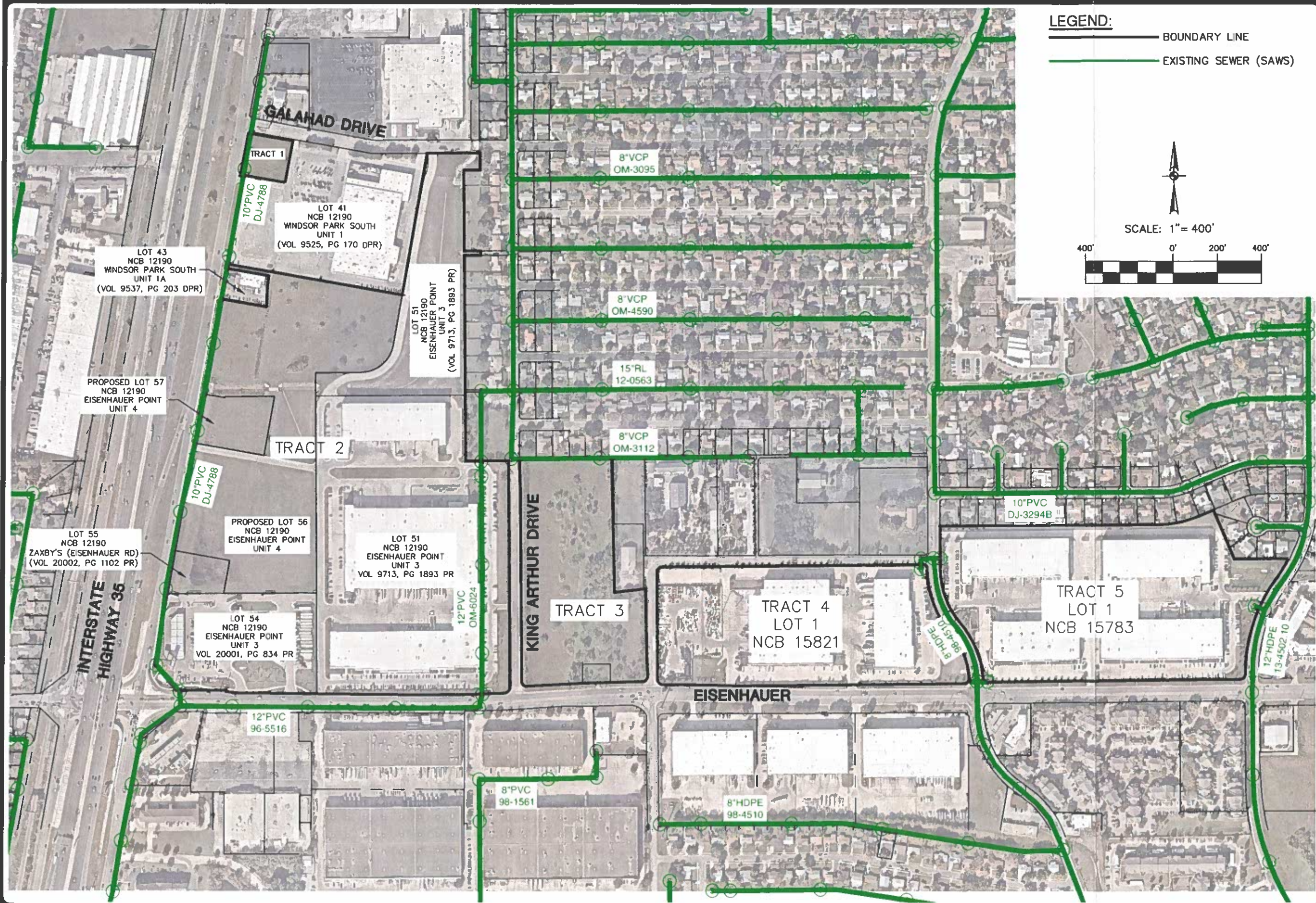
SAWS USA 11309
MASTER WATER PLAN

JOB NO. 8683-20
DATE FEB. 2022
DESIGNER GS
CHECKED
DRAWN DD
SHEET EXHIBIT 1



SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2003 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.8000
TSPCE FIRM REGISTRATION #470 | TSPCE FIRM REGISTRATION #10078600

Date: Feb 17, 2022, 3:34pm User ID: smartin
File: P:\88\103\20\Design\Exhibits\2020204 - Master Sewer & Water Plan.dwg



LEGEND:

- BOUNDARY LINE
- EXISTING SEWER (SAWS)

SCALE: 1" = 400'

400' 0' 200' 400'

PAPE-DAWSON ENGINEERS
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
FIRM REGISTRATION #475 | TPC'S FIRM REGISTRATION #1008000

EISENHAUER POINT - 111 ACRES
SAWS USA 11309
MASTER SEWER PLAN

JOB NO.	8683-20
DATE	FEB. 2022
DESIGNER	GS
CHECKED	
DRAWN	DD
SHEET	EXHIBIT 2

RESOLUTION 2022-562(R)

A RESOLUTION AUTHORIZING WINDCREST ECONOMIC DEVELOPMENT CORPORATION TO ENTER INTO A TYPE-B ECONOMIC INCENTIVE AGREEMENT WITH WSS, INC. (THROUGH EUROSTAR, INC.) FOR REDEVELOPMENT OF A PORTION OF RED TREE SQUARE SHOPPING CENTER IN THE CITY OF WINDCREST.

WHEREAS, the City Council of the City of Windcrest (City) and Windcrest Economic Development Corporation (WEDC) must each approve certain transactions by the WEDC; and

WHEREAS, the City and WEDC have each determined that it would provide a public benefit, and further the public purposes of economic development, job creation, and expansion of commerce for the WEDC to enter into a Memorandum of Understanding with WSS, Inc. and Eurostar, Inc., to work together in good faith for the Project defined below;

WHEREAS, the WEDC is established in accordance with Texas law, to promote the creation of new and expanded business activity and to promote a wide range of civic and commercial projects within the City;

WHEREAS, the City and WEDC finds that the project with WSS described in the attached Letter of Intent ("LOI") between the Parties, serves a public purpose and provides a public benefit, and furthers the public purposes of economic development, job creation and expansion of commerce as provided under Texas Local Government Code § 505.158 (the "Project");

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

WHEREAS, the City and WEDC find that the Project to be in the public interest and serving valid public purposes authorized under Texas Local Government Code Chapter 505.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Windcrest, Texas, and the Windcrest Economic Development Corporation, that:

- The WEDC is authorized to enter into a Memorandum of Understanding with Eurostar, Inc./WSS, Inc., to be negotiated and based in principal part on the MOU draft attached hereto as **Exhibit A**.
- The WEDC Executive Director is hereby authorized to execute such documents and instruments reasonably necessary to facilitate the intent of this Resolution.
- This Resolution and the Memorandum of Understanding is subject to any other legal requirements of state law.

DULY PASSED AND APPROVED, at **two readings** occurring on the 5th day of December, 2022, and ____ day of _____, 2022 at meetings 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.

DULY PASSED AND APPROVED, on the ____ day of _____, 2022 at a meeting of the WEDC, 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.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the respective dates entered below.

CITY OF WINDCREST, TEXAS

Dan Reese, Mayor

ATTEST:

APPROVED AS TO FORM:

Rachel C. Dominguez, City Secretary

Ryan S. Henry, City Attorney

**For the
CITY OF WINDCREST ECONOMIC DEVELOPMENT CORPORATION**

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

This Memorandum of Understanding constitutes a Type-B Economic Incentive Agreement (hereinafter “**MOU**” or “**Agreement**”) is made and entered into by and between the City of Windcrest Economic Development Corporation, a Texas corporation, (the “**WEDC**”) and Eurostar, Inc. a Delaware Corporation operating under and as WSS, Inc. (collectively “**WSS**”); and each is a “**Party**” and collectively referred to as the “**Parties**”.

The “**Effective Date**” of this MOU shall be, _____, 2022.

WHEREAS, the WEDC is established in accordance with Texas law, to promote the creation of new and expanded business activity and to promote a wide range of civic and commercial projects within the City;

WHEREAS, the WEDC finds that the project with WSS described in the attached Letter of Intent (“**LOI**”) between the Parties, serves a public purpose and provides a public benefit, and furthers the public purposes of economic development, job creation and expansion of commerce as provided under Texas Local Government Code § 505.158 (the “**Project**”);

WHEREAS, the terms of the LOI shall be incorporated herein for all purposes and the Parties will work together in good faith in order to redevelop the property as described in the LOI (and defined below) and subject to the Owner/Landlord of the Property, Main Street Properties-Walzem LLC (“**Owner**”), cooperating as required, for the Project;

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

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

The Proposed Location

Approximately 11,600 square feet of commercial retail space in the Red Tree Square shopping center, located at 5465 Walzem Road, Windcrest, Bexar County, Texas and more particularly depicted on Exhibit A attached hereto, together with all and singular the estate, interests, reversions, remainders, licenses, contracts, permits, approvals, authorities, consents, bonds, rights, benefits, utilities’ capacities, easements, tenements, entitlements, hereditaments, privileges and appurtenances thereon or in anywise appertaining thereto (whether surface, subsurface or otherwise), together with all improvements situated thereon, and any right, title and interest of Seller in and to adjacent streets, alleys and rights-of-way (the “**Property**”).

Investment by WSS

WSS Agrees to the following “**Investments**”:

1. Invest no less than \$1,500,000.00 in direct expenditures for the renovation and refurbishment of the Improvements as described herein and construct substantial completion of the Improvements on the Property on or before March 30, 2023, in accordance with the design plans attached as Exhibit "B" and which are incorporated herein for all purposes. Such Improvements shall include renovation to a Pad Site and the existing buildings thereon wherein a 11,600 square foot retail space shall operate for the term of ten (10) years and which are more specifically described in Exhibit "B."
2. Establish a WSS branded retail location on the Property, as described by authorized representatives of WSS to WEDC's staff, such establishment to include a covenant to open and operate.
3. Create 15 to 18 new jobs, to focus on hiring locally when possible.
4. Generate annual sales of at least \$4,500,000.00 in the first full year of operations, and continuing thereafter for a period of three (3) years.
5. Work with Owner to improve the parking area for WSS customers as well as the larger parking lot as part of needed Improvements to the Common Area for the entire Shopping Center to benefit all tenants, such Improvements to include but not be limited to repaving, lighting and landscaping costs.

Investment by WEDC

1. Subject to the Express Contingencies, the WEDC agrees to pay ONE HUNDRED FIFTY THOUSAND AND NO/100 (\$150,000.00) to Company under the following schedule, to be utilized for construction of the Improvements on the Property: (i) FIFTY THOUSAND DOLLARS AND NO/100 (\$50,000.00) to be paid once Substantial completion of the construction is complete and either a "certificate of occupancy", "building certificate of occupancy", or a substantially similar certificate to the two previously cited certificates has been approved for such Substantial completion of the Improvements, (ii) FIFTY THOUSAND DOLLARS AND NO/100 (\$50,000.00) to be paid a year after the date the first payment made; provided that at least ten (10) full-time employee jobs are employed and at least one 11,600 square foot renovated retail space is fully operating as described in the LOI, and (iii) FIFTY THOUSAND DOLLARS AND NO/100 (\$50,000.00) to be paid one year after the date the second payment is made; provided that at least five (5) additional full-time employees (15 total) are employed and the 11,600 square foot WSS branded retail space has continuously operated as described in the LOI.
2. **PROVIDED, HOWEVER, SHOULD OWNER AND WSS** both agree to renovate the entire Parking Area (as defined in the LOI) for the use of all tenants of the Shopping Center, and not just the portion benefitting WSS, then WEDC shall extend (on a reimbursement basis once the Parking Area improvements are completed) an additional FIFTEEN THOUSAND AND NO/100THS DOLLARS (\$15,000.00) for construction of the parking lot Improvements on the Property. This additional amount to be paid to the party incurring the expense for the parking lot Improvements (either Landlord/Owner or WSS or pro-rata, subject to adequate documentation being provided to WEDC).

General Terms:

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

- a. Express Contingencies: WSS and Owner entering in to a Lease Agreement with no less than a ten (10) year initial term; WSS renovating the space as described in the LOI and above, and operating a store and meeting or exceeding the WSS Investments. Owner agreeing to and Owner and WSS making the additional parking lot Improvements. A release of liens on all construction or renovations from all subcontractors, trades and materialmen is also required.
- b. This Agreement is contingent on and subject to WEDC and the City having budgeted funds available to make and pay the Investment by WEDC described above and at the times described above.

Additional Terms:

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

Each Party may withdraw from its participation in this MOU (and thereby terminate this Memorandum of Understanding) at any time without liability or further obligation for such termination to any other Party or its affiliates by providing the other Party five (5) calendar days' advance written notice of termination.

This MOU shall be governed by and construed in accordance with the laws of the State of Texas, United States of America, without regard to its conflicts of law provisions, and the courts in San Antonio, Texas, County of Bexar, shall have venue over any conflict arising from this Memorandum of Understanding. This MOU shall supersede and replace any prior oral or written agreement between the parties, and any such prior agreement shall be terminated upon execution of this MOU.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the respective dates entered below.

**CITY OF WINDCREST
ECONOMIC DEVELOPEMENT CORPORATION (WEDC)**

By: _____

Name: _____

Title: _____

WSS, Inc. and Eurostar, Inc.

(Use under "WSS" Tradename)

By: _____
Jeffrey Porter, Chief Financial Officer

RESOLUTION. 2022-563(R)

A RESOLUTION OF THE CITY OF WINDCREST, TEXAS, CITY COUNCIL APPROVING THE EQUIPMENT HOUSING LICENSE AGREEMENT BETWEEN THE CITY AND GOOGLE FIBER COMPANY, FOR THE PURPOSE OF THE PLACEMENT OF A FIBER HUT ASSOCIATED WITH GOOGLE FIBER TEXAS, LLC LICENSE AGREEMENT; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT.

WHEREAS, the Windcrest City Council has determined that a license agreement between the City and Google Fiber Company to license a portion of real estate, located at the NW corner of Crestway, owned by the City to Google Fiber for the purposes of erecting, maintaining, operating, improving, repairing, a fiber hut structure on said property that will bring additional revenue to the City in the form of monthly rental payments for a twenty year term; and

WHEREAS, the Windcrest City Council approved the initial terms of the license agreement through a letter of intent approved by City Council on November 7, 2022; and

WHEREAS, the Windcrest City Council feels that it is in the best public interest to allow the construction and lease of the fiber hut which will provide for a communications utility to its residents and businesses.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WINDCREST, TEXAS that the Equipment Housing License Agreement between the City and Google Fiber, which is attached hereto as Exhibit A, is hereby approved. The City Manager is authorized to execute said agreement and to execute any documents necessary to accomplish the intent of this resolution and agreement.

DULY PASSED AND APPROVED, on the 5th day of December, 2022 at a regular meeting of the City Council of Windcrest, Texas, which was held in compliance with the Open Meetings Act, Tex. Gov't Code § 551.001, et. Seq. at which meeting a quorum was present and voting.

CITY OF WINDCREST, TEXAS

Dan Reese, Mayor

ATTEST:

Rachel Dominguez, City Secretary

APPROVED:

Ryan S. Henry, City Attorney

RESOLUTION 2022-564(R)

**A RESOLUTION TO APPOINT A SENIOR JUDGE,
PRESIDING JUDGE AND ALTERNATE JUDGE TO THE
CITY OF WINDCREST MUNICIPAL COURT OF RECORD**

WHEREAS, Article V, Section 5.07 of the Windcrest City Charter requires the Windcrest City Council to appoint one or more Municipal Judges to serve in the Municipal Court of Record of the City of Windcrest, Texas; and

WHEREAS, the Windcrest City Council passed ordinance 2022-009(O) amending Chapter 20, by adding Section 20-6-Judicial Positions that added a Senior Judge position to the already existing positions of Presiding and Alternate; and

WHEREAS, the Windcrest City Council makes the following appointments to fill the newly created Senior Judge position as well as any vacancy that may exist; and

WHEREAS, the Municipal Judges will serve the remaining term of a two (2) year term running concurrently with the term of the office of the Mayor.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WINDCREST, TEXAS that Stephen P. Takas is hereby appointed as the Senior Judge, _____ is hereby appointed as the Presiding Judge, and _____ is hereby appointed as the Alternate Judge of the Municipal Court of Record of the City of Windcrest, Texas and will assume said position upon the execution of the oath of office.

DULY PASSED AND APPROVED, on the 5th day of December, 2022 at a regular meeting of the City Council of the City of Windcrest, Texas, which was held in compliance with the Open Meetings Act, Gov't. Code §551.001, et. Seq. at which meeting a quorum was present and voting.

CITY OF WINDCREST, TEXAS

Dan Reese, Mayor

ATTEST:

Rachel C. Dominguez, City Secretary

APPROVED:

Ryan S. Henry, City Attorney

RESOLUTION 2022 - 565(R)

A RESOLUTION ELECTING A MAYOR PRO TEMPORE

WHEREAS, Section 3.11 of the Windcrest City Charter requires the election of a Mayor Pro Tempore; and

WHEREAS, the Windcrest City Council, in accordance with the City Charter, must elect one of its members as Mayor Pro Tempore.

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, by majority vote of a quorum present, said Mayor Pro Tempore will assume said office upon the passage of this resolution.

DULY PASSED AND APPROVED, on the 5th day of December, 2022 at a regular meeting of the City Council of the City of Windcrest, Texas, which was held in compliance with the Open Meetings Act, Gov't. Code §551.001, et. Seq. at which meeting a quorum was present and voting.

CITY OF WINDCREST, TEXAS

Dan Reese, Mayor

ATTEST:

Rachel C. Dominguez, City Secretary

APPROVED:

Ryan S. Henry, City Attorney

RESOLUTION 2021-554(R)

A RESOLUTION APPROVING A LEASE AGREEMENT WITH THE WINDCREST LITTLE LEAGUE COMMENCING ON JANUARY 1, 2022, ENDING ON DECEMBER 31, 2022 AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID LEASE AGREEMENT ON BEHALF OF THE CITY OF WINDCREST

WHEREAS, the Windcrest Little League as leased the ball field complex owned by the City of Windcrest in Takas Park for many years; and

WHEREAS, it would be in the public interest of the youth and citizens of Windcrest to continue the little league use of such ball field complex by the Windcrest Little League.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WINDCREST, TEXAS that the attached Windcrest Little League lease commencing January 1, 2022 and ending December 31, 2022 is hereby approved and the City Manager is authorized to execute such lease on behalf of the City.

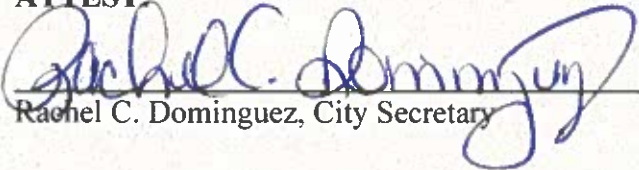
DULY PASSED AND APPROVED, on the 6th day of December 2021 at a regular meeting of the City Council of the City of Windcrest, Texas, which was held in compliance with the Open Meetings Act, Gov't. Code §551.001, et. Seq. at which meeting a quorum was present and voting.

CITY OF WINDCREST, TEXAS



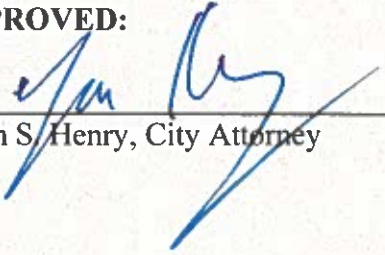
Dan Reese, Mayor

ATTEST:



Rachel C. Dominguez, City Secretary

APPROVED:



Ryan S. Henry, City Attorney



WINDCREST LITTLE LEAGUE LEASE AGREEMENT

WHEREAS, the WINDCREST LITTLE LEAGUE (hereinafter referred to as "WLL") has requested permission to use the Ball Field Complex owned by the CITY OF WINDCREST (hereinafter referred to as "CITY") in Takas Park, 9312 Jim Seal Drive, Windcrest, Texas for the year 2022; and

WHEREAS, the CITY has determined that such use of the Ball Field Complex (which includes three fields with two dugouts per field, the area adjacent to the westernmost field Monday thru Friday from 5:00 P.M. to 9:00 P.M., a field house consisting of a concession area, storage area and restrooms, spectator areas and a batting and pitching cage) will be in the public interest and contributes to the general welfare of the community.

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

1. WLL is authorized to use the Ball Field Complex beginning January 1, 2022 and shall conclude use of the Ball Field Complex on December 31, 2022 to host little league softball and baseball games, tournaments, practices, and/or other uses consistent with these uses Any use of the Ball Field Complex for uses not expressly noted in this agreement shall require WLL to request prior written approval by CITY through the City Manager.
2. WLL shall provide in-kind consideration in the approximate value of \$10,000.00 to improve, repair, and/or maintain the Ball Field Complex during the duration of the lease term in exchange for its use of the Ball Field Complex as directed under this lease.
3. CITY reserves the right to terminate WLL's use of the Ball Field complex if WLL fails to cure a material breach of this agreement within thirty (30) days after notice of the material breach from the City, or without cause at the end of any season. WLL shall indemnify CITY and shall hold and save CITY, its boards, officers and employees harmless from and against all claims, lawsuits, judgments, costs, liens, losses, expenses, fees (including attorney fees and cost of defense), proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including personal or bodily injury (including death), property damage, or other harm for which recovery of damages is sought that is found by a court of competent jurisdiction to be caused by the intentional or negligent act, error, or omission of WLL, any agent, officer, director, representative, employee, affiliate, or subcontractor of WLL, or their respective officers, agents, employees, directors, or representatives, while using the Ball Field Complex. This indemnity does not apply to any liability resulting from the negligence of CITY, its officers, employees, contractors or subcontractors. WLL shall advise CITY in writing of any known claim or demand against WLL or CITY related to or arising out of WLL's use of the

WINDCREST LITTLE LEAGUE LEASE AGREEMENT

Ball Field complex within seven (7) days from the date in which WLL received. WLL shall furnish and maintain a general liability insurance policy in the amount of \$1,000,000.00 protecting WLL and CITY against the liabilities referred to in this paragraph and shall furnish a copy of such insurance or its renewals to CITY prior to the use of the Ball Field Complex.

4. Any notice to any party under this agreement shall be in writing sent by certified or registered mail, and shall be effective on the earlier of (a) the date when delivered and receipted for by a person at the address specified within this agreement, or (b) the date which is three (3) days after mailing (postage prepaid) by certified or registered mail, return receipt requested, to such address; provided, that in either case notices shall be delivered to such other address as shall have been specified in writing by such party to all parties hereto prior to the notice being delivered.
5. WLL's financial records shall be open to inspection by CITY through its City Manager during regular business hours or provided upon request by the City Manager for review within three (3) days of such request. Additionally, at the end of every third month of the lease term, WLL shall submit a financial report to the Office of the City Secretary.
6. WLL shall provide CITY a monthly report to the office of the City Special Events Planning Coordinator indicating every entity or person that used the Ball Field Complex by listing the name, address, and telephone number of such entity or person.
7. WLL shall provide CITY a monthly calendar of scheduled events per calendar year. Understanding, dates of tournaments, and scheduled events change regularly, WLL shall inform the CITY of any changes to the calendar a minimum of 7 calendar days prior to an event.
8. When WWL has a designated reservation, it reserves the right to authorize use of the Ball Field Complex by other entities during the term of this agreement, so long as it does not interfere with the scheduled use by WLL. WLL may not authorize the use of the Ball Field Complex by any other entity without the written consent of CITY. Such consent shall not be unreasonably withheld. Any Sublessor's name and contact information shall be provided to the CITY prior to use of the facility.
9. WLL shall be solely responsible for repairs, including all costs related thereto, any damage to any part of the Ball Field Complex which occurs on account of the carelessness, negligence, vandalism or mischief from WLL patrons. CITY shall be responsible for repairs, including the costs thereof, for damages to any part of the Ball Field Complex which occurs due to the carelessness, negligence, vandalism or mischief of others. Repairs occasioned by normal wear and tear are not included in the obligation of WLL but will be borne by CITY. CITY will also provide for the use and service of a trash dumpster for the Ball Field Complex, such cost to be borne by CITY.

WINDCREST LITTLE LEAGUE LEASE AGREEMENT

10. WLL shall keep the Ball Field Complex neat, attractive and serviceable. WLL shall pay a penalty of \$50.00 per day that trash, debris and equipment are not removed from the Ball Field Complex. Upon demand by CITY, WLL representatives shall inspect the Ball Field Complex with representatives from CITY, to note any clean up deficiencies. If repeated clean up deficiencies occur, CITY may cancel the agreement upon thirty (30) days notice to WLL as set out herein.
11. WLL is authorized to place four storage containers on the Ball Field Complex at a location agreeable to CITY. WLL shall be solely responsible for maintenance and security of the containers to include painting in appropriate colors. WLL will ensure the containers meet fire and safety requirements set by CITY. Additionally, on expiration of the lease WLL shall be responsible for the removal of the containers.
12. CITY will provide the same level of park security which it provides to other park areas of CITY. Any additional security needed during the use of the Ball Field Complex by WLL shall be provided by WLL at its own expense.
13. Other than the repair of existing facilities, WLL shall not make any alterations to the Ball Field Complex without the written approval of CITY.
14. The CITY will designate 2 parking places for use by the WLL for administrative duties necessary in the course of WLL normal operations. Additional parking for the WLL shall be designated when an event is being held at the civic center if such space is available. The renter of the civic center has the primary right to parking. All determinations regarding reserved parking necessary for a contracted event shall be made by the Special Events Planning Coordinator.
15. WLL is authorized to use the Takas Park Civic Center for the purpose of board meetings, registration, clinics, and other league functions. WLL will be bound and subject to all rules for use of the facility including, but not limited to prior registration through the Special Events Planning Coordinator.
16. Attached hereto is a copy of the Rules and Regulations pertaining to the use of Takas Park. The parties agree that CITY can amend these rules from time to time during the course of this lease without otherwise affecting this lease. The rules in force at any such time will be the Rules and Regulations CITY currently has in effect for the use of Takas Park
17. The phrases, clauses, sentences, paragraphs, and sections of this agreement are severable, and if any phrase, clause, sentence, paragraph, or section of this agreement should be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this agreement, since the same would have been incorporated by WLL and CITY without incorporation in this agreement of any such unconstitutional phrases,

WINDCREST LITTLE LEAGUE LEASE AGREEMENT

sentences, paragraphs, or sections.

18. This agreement is not a contract for goods or services and shall not be interpreted as such.

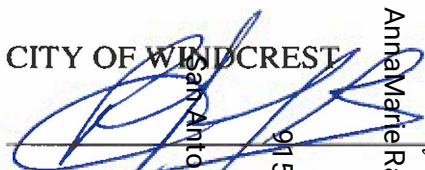
WINDCREST LITTLE LEAGUE

Print Name & Title

Address: _____

Phone: () _____

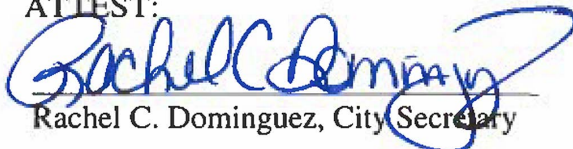
CITY OF WINDCREST


Rafael Castillo, Jr., City Manager

Address: 38608 Midtown
Windcrest, Texas 78239
Phone (210) 655-0022

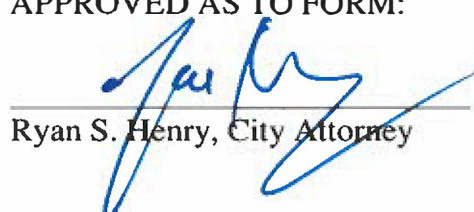
Anna Marie Ramsey, WLL VP of Softball

ATTEST:


Rachel C. Dominguez, City Secretary

Resolution: 2022-554 (R)

APPROVED AS TO FORM:


Ryan S. Henry, City Attorney