

**CITY OF WINDCREST ECONOMIC DEVELOPMENT CORPORATION
BOARD OF DIRECTORS**

Regular Meeting

**July 18, 2013
6:00 P.M.**

Windcrest City Hall

NOTICE IS HEREBY GIVEN THAT A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE WINDCREST ECONOMIC DEVELOPMENT CORPORATION (WEDC) WILL BE HELD AT WINDCREST CITY HALL, 8601 MIDCROWN, WINDCREST, TEXAS ON THE 18th DAY OF JULY 2013 STARTING APPROXIMATELY 6:00 P.M. DURING THE MEETING, THE BOARD WILL CONSIDER, DELIBERATE AND MAY TAKE ACTION UPON ANY OF THE SUBJECTS LISTED BELOW.

Vision Statement: Nourish and develop a vibrant community that consistently pushes the limits.

Mission Statement: Facilitate interaction between business, city and other community organizations to nourish the economic health and well being of Windcrest, its citizens and the region.

Request all pagers and cell phones be turned off, except emergency on-call personnel. Citizens are asked to refrain from talking during proceedings unless recognized by the Presiding Officer.

CITIZEN COMMUNICATION: AS A COURTESY TO CITIZENS IN ATTENDANCE, AND AT THE DISCRETION OF THE PRESIDING OFFICER OF THE MEETING, CITIZENS WILL BE GIVEN A REASONABLE OPPORTUNITY TO STATE THEIR COMMENTS OR ASK QUESTIONS REGARDING ANY ITEM ON THE AGENDA, AND PRIOR TO THE BOARD TAKING ACTION ON ANY ACTION ITEMS LISTED. THE BOARD REQUESTS COMMENTS BE BRIEF, TO THE POINT, AND NO LONGER THAN 5 MINUTES. TIME CANNOT BE YIELDED TO ANOTHER SPEAKER.

Consistent with Windcrest City Council Resolution No. 292, the WEDC Board elects to audio and video record its meetings. The recordings are preserved electronically as the official minutes of its meetings.

I. Call To Order

1. Determination of a Quorum
2. Pledge of Allegiance
3. Prayer
4. Vote to consider the excuse of absent board member(s), if applicable

II. Visitors/Presentations

1. WEDC Board Member Colonel Sue Alexander will give a report on the findings of the committee to select an employee for the WEDC and his or her duties.
2. Robert Colunga and Mr. Maloney of River City Massage School will give a presentation for assistance in the improvement of their storefront.
3. Jim Bray of Don McCrary & Associates, Inc. will give an update on the Racker Road Project to include a detailed timeline and step by step procedures for closeout of contract.(Att. 1)

III. Citizens to be Heard

IV. Discussion

None.

V. Discuss and Act

1. The WEDC Board of Directors will discuss and may take action regarding to the River City Massage School's application for funds in the Storefront and Streetscape Improvement Program.(Att. 2)
2. The WEDC Board of Directors will discuss and may take action regarding the Termination of Declaration of Restrictive Covenants.(Att. 3)

VI. Executive Session

1. The Windcrest Economic Development Corporation Board of Directors will recess its meeting and convene in Closed Session under Section 551.074(a)(1) of the Texas Government Code, as amended, to deliberate employment and duties of administrative personnel.

VII. Discuss and Act(Part 2)

1. The WEDC Board of Directors will discuss and make action on the employment and duties of administrative personnel.

VIII. General Announcements and Future Agenda Items Requested

IX. Adjournment

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the Board of Directors of the WEDC is a true and correct copy of said Notice and I posted a true and correct copy of said Notice on the bulletin board at the Windcrest City Hall in a convenient place to the public. Said Notice was posted 72 hours prior to the 18th of July 2013.

By: Kelly Rodriguez
Kelly Rodriguez, City Secretary

I certify that the attached notice and agenda of items considered by the WEDC Meeting was removed by me from the City Hall bulletin board on the ____ of July 2013.

By: _____
Kelly Rodriguez, City Secretary

Racker Road Final Punch List

July 12th 2013

ELECTRICAL:

- 1) Complete the wiring of light fixture at Rackspace entrances.
- 2) Provide means to energize street lights.
- 3) Install traffic signal controller and test for proper operation.
- 4) Test street lights

STREETS:

- 1) Install an addition crosswalk pavement marking at Rackway.
- 2) Install additional stop bar pavement marking at Rackway.
- 3) Relocate the stop sign at the south end of Rackway to the opposite corner.
- 4) Complete the small areas of asphalt level up throughout the site.
- 5) Install the addition striping, pavement markings and signage for the converting of Racker Alley to a one way street. (Upon approval of the WEDC).

Project site:

- 1) Clean project site of all excess material and trash.
- 2) Contact the City of Windcrest Public Works Dept. to arrange delivery of used street signs not needed for the completion of this project.
- 3) Contract the City of Windcrest Public Works Dept. to arrange delivery of the remaining drainages structures. (Upon approval of the WEDC).
- 4) Complete the installation of the decomposed granite for the Jogging trail, located at the south end of Rackway.

If you have any question or require any addition information, please contact me at you earliest convenience at 210-215-0276.

Thank You

Jim Bray



Vice President

Don McCrary and Associates, Inc.

STOREFRONT AND STREETSCAPE
IMPROVEMENT PROGRAM
APPLICATION

Applicant Name: KATHIE MALONEY

Applicant Address: 5313 WALZEM ROAD

SAN ANTONIO, TX. 78218

Contact Person: MICHAEL MALONEY

Phone: OFFICE (210) 798-7988 Cell (210) 274-6471

Email: MTMBODYWORKS@HOTMAIL.COM

Business Description: Teaching CPR + FIRST AID

MASSAGE School

Certificate of Occupancy/Business Registration Number and Date Issued: 8/22/05

Bus. Reg # 0026

Texas Sales and Use Tax I.D. Number: 1-20-3347287-4

Relationship between the Applicant and the storefront and/or streetscape:

☐ Owner

☒ Tenant

Property Owner: LUBYS

Property Owner's Phone: 713-329-6946

Length and expiration date of lease of business: APRIL 2013-2018 5 yrs

If expiration date less than 2 years, do you intend to renew? N/A

Square footage of establishment: 2,240

Days/hours of operation: MONDAY - SATURDAY 8AM-10PM

Are all of the business' local, state and federal taxes paid up-to-date?

☒ Yes ☐ No (if no, provide explanation) _____

Does the business have any outstanding City of Windcrest code violations and/or fines?

☐ Yes ☒ No (if yes, provide explanation) _____

Grant Amount Requested: \$1,400

Estimated Cost of the Project: 2,800.00

Worked to be performed by: SIGNTEK

Estimated Project Start and End Dates: JULY 16, 2013

What is Applicants' current or past community involvement?: River City Massage
School + Learn CPR + First Aid ESTABLISHED
AUGUST 2005 5313 A WALZEM RD

Please include the following information with your application:

1. If the Applicant is a business tenant, letter of permission from the property owner to participate in the Storefront and Streetscape Improvement Program
 - a. Letters should include the expiration date of the current lease
2. Color photographs of existing conditions with description of what is represented in each photograph prior to making the proposed improvements
3. Written statement of the project scope and why improvements are needed. Provide as much detail as possible, including what you are changing or replacing, type of new materials to be used, color, location on building, etc.
4. Architectural drawings and/or renderings of the improvements, reflecting placement, materials and colors to be used. Some minor projects may only require pictures of materials.
5. A copy of bids from at least two (2) different contractors plus an additional bid if Applicant is a licensed contractor and plans to do the work.

By affixing your signature the Applicant acknowledges they have read and agreed to the Windcrest Economic Development Corporation Storefront and Streetscape Improvement Program Guidelines and General Conditions. The Applicant understands that this application and its contents shall be binding on the Applicant at the discretion of the WEDC. Applicant understands that all grants are awarded on rebate basis after all work has been certified completed by the Windcrest Economic Development Corporation. Applicant understands that his/her project will be evaluated and recommendations made as to scope of work to be included in the Storefront and Streetscape Improvement Program. Applicant understands that submittal of this application in no way guarantees him/her a grant from the Windcrest Economic Development Corporation. Applicant understands that additional information may be requested as needed. The Windcrest Economic Development Corporation reserves the right to reject any and all applications at its sole discretion.

It is expressly understood that work commenced or completed prior to the final approval of the grant is ineligible for funding. The Applicant is solely responsible for overseeing the work and will not seek to hold the City of Windcrest or the Windcrest Economic Development Corporation liable for any property damage, personal injury, or other loss related to the Storefront and Streetscape Improvement Program. The Applicant agrees to indemnify the City of Windcrest and Windcrest Economic Development Corporation and/or their agents, employees, officers and/or directors from any claims or damages resulting from the project, including reasonable attorneys' fees.

If property is owned by a corporation, partnership, or joint venture, an individual legally authorized to represent the entity must sign below on behalf of the entity.

Signature of Applicant: Kathie Maloney Date: 6/26/2013

Printed Name of Applicant: KATHIE MALONEY Title: PRESIDENT

Signature of Property Owner: Bill Gordon Date: 6/26/2013

Printed Name of Property Owner: BILL GORDON Title: vicePresident



Estimate #1022

6/10/2013

Prepared For:

Rivercity Massage School

Prepared By:

Steve Tyo
GFXI Inc. dba SIGNTEK
5712 Business Park
San Antonio, TX 78218 USA

Phone: 210-748-7988 ⁷⁹⁸⁻⁷⁹⁸⁸

Fax:

Alt. Phone:

E-Mail: kmaloney@learn-cpr-firstaid.com

Phone: 210-946-5511

Fax: 210-946-5705

Alt. Phone:

E-Mail: christy@signtekonline.com

Description:

Remove existing poylcar faces and replace with new faces with blue vinyl. Quote includes survey to measure faces, permit aquisition.

Estimated time for production: 7 working days

Quantity	Description	Each	Total	Taxable
2	144.00 in x 24.00 in Lexan	455.5703	\$911.14	✓
4	Installation Rate - 1 truck / 2 men (Hours)	129.60	\$518.40	✓
1	Acquisition Fee (Hours)	250.00	\$250.00	✓
1	permit at cost	0.00	\$0.00	✓
Subtotal			\$1,679.54	
		State Sales Tax	\$138.57	
		Total	\$1,818.10	

Terms:

This estimate good for 30 days. 50% due on signing, balance due on completion.

By my signature, I authorize work to begin and agree to pay the above amount in full according to the terms on this agreement.

Signed by	Date	Amt. Paid Today
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MASSAGE SCHOOL CPR & FIRST AID



POLYCARB SIGN FACES TRANSLUCENT VINYL



5712 BUSINESS PARK, SAN ANTONIO, TX 78218
MAIN 210-946-5511 FAX 210-946-5705
WWW.SIGNTEKONLINE.COM



CUSTOMER: MESSAGE SCHOOL / CPR

LOCATION: WALZEM ROAD

CONTACT: 1

CLIENT APPROVAL:

SALES REP: Steve Tjo

DATE: 6-15-2013

SCALE: 3/8"

DESIGN # 108526

THIS UNBLENDED DESIGN IS THE PROPERTY OF GFI INC. / d/a SIGNATEK AND IS SUBMITTED FOR YOUR PERSONAL USE IN CONNECTION WITH A PROJECTIVE AND PLANNING FOR YOU. IT IS NOT TO BE MODIFIED, COPIED, REPRODUCED, EXHIBITED, OR SHOWN TO ANYONE OUTSIDE OF YOUR ORGANIZATION WITHOUT WRITTEN PERMISSION OF GFI INC. / d/a SIGNATEK. VIOLATION OF THE ABOVE ENTITLES GFI INC. / d/a SIGNATEK TO COLLECT FEES FOR AND STOP TIME FROM THE CUSTOMER. CLIENT ACKNOWLEDGEMENT.

ALL SIGNS WIRED 120V UNLESS SPECIFIED OTHERWISE...

Underwriters
LISTED
ELECTRIC SIGN
COMPLIES TO UL 48
AND TO THE NATIONAL ELECTRICAL CODE AND
ALL OTHER APPLICABLE CODES AND
REGULATIONS WITH THE REQUIREMENTS OF AVERAGE
PRACTICE EMPLOYED AND ENDORSED BY THE CODE.





5712 Business Park San Antonio, TX 78218
210.946.5511 tel 210.946.5705 fax

Invoice	8251
Date	6/25/2013
PO Number	
Due Date	6/25/2013

INVOICE SUBMITTED TO:
Learn CPR First Aid & Safety 5313 Walzem Rd. Ste A San Antonio, TX 78218

JOB SITE:
Learn CPR First Aid & Safety 5313 Walzem Rd. Ste A San Antonio, TX 78218

DESCRIPTION	Qty	Rate	Total
2 door and 2 window vinyl + installs	1	800.00	800.00T
MANDATED BY STATE STATUE: Anyone installing or servicing electric signs or lighting must properly licensed. For compliance verification or complaints contact TDLR in Austin at 1-800-803-9202. This firm's license is TSCL #18334, Master Electricians License #282741. All electrical signs manufactured by this company are warranted against defective parts, materials and workmanship (with the exception of fluorescent lamps) for a period of 90 days from the date of installation if payment in full has been received.			
Sales Tax (8.25%)			\$66.00
Payments/Credits			\$0.00
Balance Due			\$866.00

All overdue invoices will incur late fees in addition to the current invoice. Invoices 1-14 days past due will be assessed a 2% late fee. Invoices 15-30 days past due will assessed a 5% late fee. Invoices 31-45 days will assessed a 7% late fee. Invoices 46 days and beyond will be assessed a 10% late fee. Invoices received within 5 business days from latest scheduled late fee shall not be assessed said fee.



www.learn-cpr-firstaid.com

210-798-7988

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- ♥ Healthcare Provider
 - ♥ Heartsaver CPR & First Aid
 - ♥ Advanced Cardiac Life Support
 - ♥ Pediatric Advanced Life Support
 - ♥ Bloodborne Pathogens
 - ♥ E-Learn Skills Checks
 - ♥ Family & Friends
 - ♥ First Aid Kits

TERMINATION OF DECLARATION OF RESTRICTIVE COVENANTS

This TERMINATION OF DECLARATION OF RESTRICTIVE COVENANTS ("Termination") is made and entered into and effective as of July 18, 2013, by **WINDCREST ECONOMIC DEVELOPMENT CORPORATION**, a Section 4B corporation created pursuant to the authority of the Development Corporation Act of 1979, as amended ("EDC") and **SLF IV – EISENHAUER POINT, L.P.**, a Texas limited partnership ("SLF").

RECITALS:

A. The EDC, as the owner of the Restricted Property (defined below), and the City of Windcrest executed that certain Declaration of Restrictive Covenants on August 20, 2010, and recorded said declaration on August 23, 2010, in Volume 14611, Page 1617, of the Real Property Records of Bexar County, Texas ("Declaration"), concerning the property legally described on Exhibit A and Exhibit B attached thereto ("Restricted Property").

B. Pursuant to that certain Foreclosure Sale Deed dated and recorded on January 3, 2012, in Volume 15296, Page 1379, of the Real Property Records of Bexar County, Texas, SLF acquired the land described in Exhibit B to the Declaration (the "SLF Land") by foreclosure ("Foreclosure") of that certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing recorded on January 23, 2008, in Volume 13317, Page 1269, of the Real Property Records of Bexar County, Texas (the "Deed of Trust"). The Foreclosure of the Deed of Trust terminated the Declaration with respect to the SLF Land by operation of law.

C. Section 3.7 of the Declaration provides that the Declaration can be amended or terminated by the owners of 85% of the Restricted Property. The EDC and SLF, together, own 100% of the Restricted Property.

D. The parties desire to acknowledge and agree that the Declaration was terminated with respect to the SLF Land by the Foreclosure and to hereby terminate the Declaration in its entirety as to all of the Restricted Property.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties do hereby agree upon the matters set forth below:

1. The Recitals are incorporated hereby into the body of this Termination by this reference.

2. In consideration of the foregoing Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned acknowledge and agree that the Declaration is terminated in its entirety as to all of the Restricted Property and is of no further force or effect.

IN WITNESS WHEREOF, the parties have executed this Termination as of the date set forth above.

EDC:

WINDCREST ECONOMIC DEVELOPMENT
CORPORATION

By: _____
Its: _____

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

The foregoing instrument was ACKNOWLEDGED before me this ____ day of July, 2013, by _____, the _____ of the Windcrest Economic Development Corporation, on behalf of said corporation.

[S E A L]

Notary Public, State of Texas

My Commission Expires:

(Printed Name of Notary Public)

SLF:

SLF IV – EISENHAUER POINT, L.P.,
a Texas limited partnership

By: SLF IV Eisenhower Point GP, LLC,
a Texas limited liability company,
its General Partner

By: Stratford Land Fund IV, L.P.
a Delaware limited partnership,
its Co-Managing Member

By: Stratford Fund IV GP, LLC,
a Texas limited liability company,
its General Partner

By: _____
Printed Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

The foregoing instrument was ACKNOWLEDGED before me this ____ day of July, 2013, by _____, _____ of Stratford Fund IV GP, LLC, a Texas limited liability company, General Partner of Stratford Land Fund IV, L.P., a Delaware limited partnership, Co-Managing Member of SLF IV Eisenhower Point GP, LLC, a Texas limited liability company, General Partner of SLF IV – EISENHAUER POINT, L.P., a Texas limited partnership, on behalf of said limited partnership.

[S E A L]

Notary Public, State of Texas

My Commission Expires:

(Printed Name of Notary Public)