



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

PUBLIC HEARING AND SPECIAL CALLED MEETING

**MARCH 28, 2022
5:30 P.M.**

Windcrest City Hall

NOTICE IS HEREBY GIVEN THAT A SPECIAL CALLED MEETING AND PUBLIC HEARING 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 28TH DAY OF MARCH, 2022 STARTING AT 5:30 P.M. DURING THE MEETING, THE BOARD WILL CONSIDER, DELIBERATE AND MAY TAKE ACTION UPON ANY OF THE SUBJECTS LISTED BELOW.

"It is the intent of the Board to have a quorum physically present at the above address. Board members not physically present may participate by live two-way video and audio feed in accordance with the Texas Open Meetings Act."

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

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

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

CITIZEN COMMUNICATION: AS A COURTESY TO CITIZENS IN ATTENDANCE, AND AT THE DISCRETION OF THE PRESIDING OFFICER OF THE MEETING, CITIZENS WILL BE GIVEN A REASONABLE OPPORTUNITY TO STATE THEIR COMMENTS OR ASK

QUESTIONS REGARDING ANY ITEM ON THE AGENDA, 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 6 MINUTES. TIME CANNOT BE YIELDED TO ANOTHER SPEAKER. PLEASE NOTE THAT THE BOARD MAY NOT BE PERMITTED TO RESPOND TO QUESTIONS OR COMMENTS.

Items will not necessarily be discussed or considered in the order they are printed on the agenda below. If, during the course of the meeting, discussion of any item on the agenda should be held in an executive or closed session, the Board will convene in such executive or closed session as permitted by and in accordance with Texas Government Code Chapters 551 and 551.

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. Citizens to be Heard

1. Members of the public may sign up to provide public comments to the Board in accordance with Board and City ordinance and policy.

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

III. Public Hearing

The Board of Directors will conduct a Public Hearing on the proposed Public Safety Center economic development project for Eisenhower Point Business Park.

IV. Discuss and Act

1. Consider and take possible action to approve Resolution for Public Safety Center economic development project and authorize negotiating MOU with developer and LOI/purchase contract for real estate for Project, subject to City Council readings and approval.

V. 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 28th day of March, 2022.

By: ***DATE & SIGNATURE PENDING***
Rachel Dominguez, City Secretary

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 East Group Properties, Inc., located at 7301 N State Hwy 161, Suite 215, Irving, Texas 75039 (“**East Group**”); 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 desires to provide a grant of assistance pursuant to state law, including Texas Local Government Code § 505.155 for the development of an Eisenhower Road Public Safety Center Project (“**Project**”);

WHEREAS, the WEDC finds this Project to serve a public purpose and provide a public benefit, and further the public purposes of economic development, job creation and expansion of commerce as provided under Texas Local Government Code § 505.158;

WHEREAS, the WEDC finds this Project constitutes “public safety facilities” which may aid in the creation or retention of primary jobs as provided under Texas Local Government Code § 505.155;

WHEREAS, East Group Properties Inc., (“**East Group**”) is a self-administered equity real estate investment trust that focuses on development, acquisition and operation of industrial properties with regional offices located in Dallas, Texas, and operations in Bexar County, Texas;

WHEREAS, the Parties will work together in good faith in order to support East Group in building and developing the real property described in the proposed MOU but this Project is expressly contingent on East Group proceeding with the acquisition and development of the subject property for the Project;

WHEREAS, the City of Windcrest’s public interest and public purpose will be served by developing this Public Safety Center which will help promote the welfare and stability of not only the residents of the state, but particularly the residents and businesses along the Eisenhower Road corridor through increased public safety services and faster response times, as well as greater safety and security in the surrounding area;

WHEREAS, the City of Windcrest’s public interest and public purposes will be served by promoting and developing the Public Safety Center which will also aid in creating and/or retaining primary jobs;

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

The location of the site consists of one tract (0.3 AC tract) comprising of approximately 11.17 acres located at 4825 Eisenhower Road, San Antonio (or Windcrest), Texas 78218, at the corner of King Arthur Drive and Eisenhower Road, (also known as Eisenhower Point Buildings 10 & 11). The subject property is more particularly described in **Exhibit "A"** attached.

The subject property has been identified as a viable location for a safety center in the new East Group development at the above location.

Investment by East Group:

The investment will include building 10 (approximately 67,500 sq ft) and building 11 (approximately 88,800 sq ft) of new modern office/showroom/warehouse space and 200 parking space. The total investment, including the cost of land, infrastructure and buildings will exceed \$8 million in a three-year period.

Impact for the City of Windcrest

The WEDC's Board of Directors has found that development of the site will serve a public purpose and provide a public benefit to the City of Windcrest, and East Group has or will take action to ensure the legal requirements, objectives and guidelines for economic development and participation in the proposed project are satisfied. The Parties recognize and acknowledge that the economic impact to the City is substantial when considering the funds that WEDC will have to grant to get the development project started and the positive impact WEDC will be providing by supporting the project which the law allows as it aids and supports the creation and retention of primary jobs, and ensure that the Public Safety Center will provide essential services to not only the companies and employees of those companies located in the proposed buildings, but will also provide these services to over twenty (20) companies and nine hundred (900) employees already located in this area of the City, as well as residents of the City.

General Terms:

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

- a. WEDC will issue a payment not to exceed \$100,000.00 (One Hundred Thousand Dollars and zero cents), but determined as the lesser of the actual cost of 0.3 AC tract to East Group or its Fair Market Value, directly to East Group under an LOI and Purchase Agreement to

be negotiated, as well as WEDC committing up to an additional \$50,000.00 (Fifty Thousand Dollars and zero cents) for the actual costs incurred for development of technology infrastructure and improvements at the subject property that will directly support and be utilized by the Public Safety Center as solely determined by WEDC. The LOI and Purchase Agreement will more particularly describe the 0.3AC Tract.

- b. This Agreement is contingent on East Group owning the land and preparing the site with all infrastructure to support a Public Safety Center, conveying a portion of the site to the WEDC which will develop, with the City, the building located on the 0.3 AC tract to be constructed and used as the Public Safety Center.
- c. East Group will receive the purchase price as described in a. above and will then transfer and convey the property by general warranty deed to WEDC so the subject property can be used as intended for the Public Safety Center. The WEDC may assign its rights, the purchase contract or convey the property for the Public Safety Center, to the City of Windcrest.

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.

{Signature Page Follows}

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: _____

East Group Properties, Inc.

By: _____

Name: _____

Title: _____

EXHIBIT A

Legal Description & Survey

A 11.199 ACRE TRACT OF LAND SITUATED IN THE CITY OF WINDCREST, BEXAR COUNTY, TEXAS, BEING THAT SAME TRACT OF LAND CALLED TRACT III, CONVEYED TO SLF IV-EISENHOWER POINT, L.P. BY DEED OF RECORD IN VOLUME 15296, PAGE 1379 OF THE REAL PROPERTY RECORDS OF BEXAR COUNTY, TEXAS; SAID 11.199 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, USING A COMBINED SCALE FACTOR OF 1.0001300

BEGINNING, AT A FOUND $\frac{1}{8}$ INCH IRON ROD WITH BPI CAP LOCATED IN THE NORTHERLY RIGHT-OF-WAY LINE OF EISENHOWER ROAD (R.O.W. VARIES), BEING THE NORTHEASTERLY RIGHT-OF-WAY RETURN OF THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF EISENHOWER ROAD AND THE EASTERLY RIGHT-OF-WAY LINE OF KING ARTHUR DRIVE (R.O.W. VARIES), BEING THE SOUTHWESTERLY CORNER OF SAID TRACT III;

THENCE, NORTHWESTERLY, ALONG THE AFOREMENTIONED RIGHT-OF-WAY RETURN, BEING ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 26.25 FEET, A CENTRAL ANGLE OF $93^{\circ} 28' 25''$, AN ARC LENGTH OF 42.82 FEET AND A CHORD BEARING $N 48^{\circ} 54' 00'' W$, A DISTANCE OF 38.23 FEET TO A FOUND $\frac{5}{8}$ INCH IRON ROD LOCATED IN THE EASTERLY RIGHT-OF-WAY LINE OF KING ARTHUR DRIVE;

THENCE, $N 01^{\circ} 01' 01'' W$, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF KING ARTHUR DRIVE, A DISTANCE OF 1017.08 FEET TO A FOUND 1 INCH PIPE LOCATED IN THE SOUTHERLY LINE OF CAMELOT SUBDIVISION UNIT 3, BLOCK 5, A SUBDIVISION OF RECORD IN VOLUME 5300, PAGE 22 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, BEING THE NORTHWESTERLY CORNER OF SAID TRACT III;

THENCE, $N 89^{\circ} 26' 58'' E$, ALONG A PORTION OF THE SOUTHERLY LINE OF SAID CAMELOT SUBDIVISION UNIT 3, BLOCK 5, BEING THE NORTHERLY LINE OF SAID TRACT III, A DISTANCE OF 417.90 FEET TO A FOUND $\frac{1}{8}$ INCH IRON ROD MARKING THE NORTHWESTERLY CORNER OF LOT 33, MISSION CHURCH SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 9515, PAGE 50 OF SAID DEED AND PLAT RECORDS;

THENCE, LEAVING THE SOUTHERLY LINE OF SAID CAMELOT SUBDIVISION UNIT 3, BLOCK 5, ALONG THE COMMON BOUNDARY LINE OF SAID TRACT III AND SAID MISSION CHURCH SUBDIVISION, THE FOLLOWING COURSES:

$S 00^{\circ} 43' 29'' E$, A DISTANCE OF 607.43 FEET TO A FOUND $\frac{3}{8}$ INCH IRON ROD MARKING THE SOUTHWESTERLY CORNER OF SAID LOT 33;

$N 82^{\circ} 37' 49'' E$, A DISTANCE OF 138.37 FEET TO A FOUND $\frac{1}{8}$ INCH IRON ROD LOCATED IN THE WESTERLY RIGHT-OF-WAY LINE OF FRATT ROAD (R.O.W. VARIES);

THENCE, $S 01^{\circ} 25' 03'' E$, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF FRATT ROAD, A DISTANCE OF 400.93 FEET TO A FOUND $\frac{1}{8}$ INCH IRON ROD WITH "DOUCET" CAP MARKING THE NORTHWESTERLY RIGHT-OF-WAY RETURN OF THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF FRATT ROAD AND THE NORTHERLY RIGHT-OF-WAY LINE OF EISENHOWER ROAD;

THENCE, SOUTHWESTERLY, ALONG THE AFOREMENTIONED RIGHT-OF-WAY RETURN, BEING ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 26.25 FEET, A CENTRAL ANGLE OF $92^{\circ} 37' 24''$, AN ARC LENGTH OF 42.44 FEET AND A CHORD BEARING $S 40^{\circ} 29' 40'' W$, A DISTANCE OF 37.96 FEET TO A FOUND $\frac{5}{8}$ INCH IRON ROD LOCATED IN THE NORTHERLY RIGHT-OF-WAY LINE OF EISENHOWER ROAD;

THENCE, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF EISENHOWER ROAD, THE FOLLOWING COURSES:

SOUTHWESTERLY, ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 6600.07 FEET, A CENTRAL ANGLE OF $02^{\circ} 17' 09''$, AN ARC LENGTH OF 263.31 FEET AND A CHORD BEARING $S 87^{\circ} 29' 12'' W$, A DISTANCE OF 263.27 FEET TO A FOUND PK NAIL;

$S 88^{\circ} 20' 43'' W$, A DISTANCE OF 238.66 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 11.199 ACRES (487,810 SQ. FT.) OF LAND, MORE OR LESS.



Client/Project: EASTGROUP PROPERTIES

ALTA, NPS LAND TITLE SURVEY

SAN ANTONIO, TEXAS

Project No.: 222012376

Site Name: 02204048

Scale:

Scale	Scale	Scale	Scale
1"=100'	1"=100'	1"=100'	1"=100'

Title

Revision: Sheet: of

A RESOLUTION AUTHORIZING WINDCREST ECONOMIC DEVELOPMENT CORPORATION TO ENTER INTO A REAL PROPERTY PURCHASE AGREEMENT WITH EAST GROUP PROPERTIES, INC., FOR THEIR SALE AND DEVELOPMENT OF NEW SAFETY 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 East Group Properties, Inc., to work together in good faith and to redevelop real property that includes the creation of a new Public Safety Center in the Eisenhower Corridor of the City of Windcrest with East Group developing the property and selling a portion of the property to WEDC and/or the City of Windcrest to be developed into said Public Safety Center;

WHEREAS, the WEDC was 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 desires to purchase, pursuant to state law, including Texas Local Government Code § 505.155 for the Eisenhower Road Public Safety Center Project (“Project”);

WHEREAS, the WEDC finds this Project to serve a public purpose and provide a public benefit, and further the public purposes of economic development, job creation and retention, and expansion of commerce as provided under Texas Local Government Code § 505.158;

WHEREAS, the WEDC finds this Project constitutes “public safety facilities” which may aid in the creation or retention of primary jobs as provided under Texas Local Government Code § 505.155;

WHEREAS, East Group Properties Inc., (“East Group”) is a self-administered equity real estate investment trust that focuses on development, acquisition and operation of industrial properties with regional offices located in Dallas, Texas, and operations in Bexar County, Texas;

WHEREAS, the Parties will work together in good faith in order to support East Group in building and developing the real property described in the proposed MOU but this Project is expressly contingent on East Group proceeding with the acquisition and development of the subject property for the Project;

WHEREAS, the City of Windcrest’s public interest and public purpose will be served by developing this Public Safety Center which will help promote the welfare and stability of not only the residents of the state, but particularly the residents and businesses along the Eisenhower Road corridor through increased public safety services and faster response times, as well as greater safety and security in the surrounding area;

WHEREAS, the City of Windcrest's public interest and public purposes will be served by promoting and developing the Public Safety Center which will also aid in creating and/or retaining primary jobs;

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 East Group Properties Inc., to be negotiated but based in principal part on the MOU draft attached hereto as **Exhibit A**.
- The WEDC is authorized to enter into an LOI and Purchase Agreement for the real estate for the Project.
- The WEDC Executive Director is hereby authorized to execute such documents and instruments reasonably necessary to facilitate the intent of this Resolution.
- This Resolution, Memorandum of Understanding and Purchase Agreement is subject to any other legal requirements of state law.

DULY PASSED AND APPROVED, on the ____ day of _____, 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.

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.

**For the
CITY OF WINDCREST, TEXAS**

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