



CITY OF WINDCREST ECONOMIC DEVELOPMENT CORPORATION
BOARD OF DIRECTORS

Town Hall Meeting and Public Hearing

April 14, 2026
6:00 P.M.

Windcrest City Hall

NOTICE IS HEREBY GIVEN THAT A **TOWN HALL 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 14TH DAY OF APRIL 14, 2026 STARTING AT 6:00 P.M. DURING THE MEETING, THE BOARD WILL CONSIDER THE SUBJECTS LISTED BELOW. NO ACTION WILL BE TAKEN.

"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 businesses, the 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 CAN NOT BE YIELDED TO ANOTHER SPEAKER.

THIS PUBLIC HEARING IS PART OF A 60-DAY COMMENT PERIOD REQUIRED BY STATE LAW WHICH WILL RUN FROM APRIL 8, 2026 THROUGH June 7, 2026. INDIVIDUALS NOT ABLE TO ATTEND THE APRIL 14, 2026 PUBLIC HEARING MAY REQUEST A MEETING, CALL OR ZOOM CONFERENCE WITH STAFF OF WEDC DURING THE COMMENT PERIOD.

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 an absent board member(s), if applicable

II. Town Hall and Public Hearing

1. Presentation by Merit Representative.
2. Presentation from WEDC board staff related to Merit Project/Builders Mark Redevelopment and incentive.
3. Town Hall and Public Comments to Discuss Opportunities for the Future of New Business and Potential Economic Incentive and Development Agreement.

III. 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 three (3) business days before the 14th day of April, 2026.

By: //§// Karen K. Nelson, WEDC Liaison
Business Retention and Expansion Coordinator

I certify the attached notice and agenda of items considered by the WEDC Meeting were removed by me from the City Hall bulletin board on the 9th day of April, 2026.

By: //§// Karen K. Nelson, WEDC BRE Coordinator
Business Retention and Expansion Coordinator



April 2, 2026

WINDCREST PAD LTD
PO Box 790209
San Antonio, TX 78209

Re: Non-Binding Letter of Intent for WEDC to provide Incentives for WINDCREST PAD LTD to Renovate/ Refurbish a portion of the shopping area located at I-35 / Loop 410 Frontage Rd./aka Builders Mark Redevelopment, Windcrest, Bexar County, Texas into a premium commercial retail hub.

To Whom It May Concern:

On behalf of Windcrest Economic Development Corporation (“WEDC”), this non-binding letter of intent outlines the general business terms and conditions under which the WEDC proposes, subsequent to and expressly contingent upon WEDC’s Board’s Approval, a Public Hearing process and required readings and approvals by the Windcrest City Council, and upon the parties entering into an Economic Incentives Agreement, WINDCREST PAD LTD, as the property Owner, will be renovating/refurbishing a portion of the shopping area located at I – 35/Loop 410 Frontage Rd./aka Builders Mark Redevelopment, Windcrest, Bexar County, TX into a premium commercial retail hub in Windcrest, Bexar County to include approximately 9,250 square feet as well as the full perimeter parking lot and exterior improvements to the exterior common area to include new paving, lighting, striping and landscaping (subject to owner cooperation and approval).

Owner/Landlord: WINDCREST PAD LTD, a Texas limited partnership

Company/Lessee: WINDCREST PAD LTD, a Texas limited partnership.

Property: Approximately 2.623 acres of land located at I – 35/ Loop 410 Frontage Rd., Windcrest, Bexar County, TX, 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**”).

**Express
Contingencies:**

THIS NON-BINDING LOI IS EXPRESSLY CONTINGENT UPON 1) WEDC'S RECEIPT OF ITS BOARD APPROVAL, 2) THE RESULTS OF A PUBLIC HEARING PROCESS, 2) REQUIRED READING(S) AND APPROVAL(S) BY CITY COUNCIL AS MAY BE REQUIRED BY LOCAL CODE AND ORDINANCE AND STATE LAW, AND 4) THE PARTIES ENTERING INTO A FULLY NEGOTIATED ECONOMIC INCENTIVE AGREEMENT.

**Company/Lessee
Deliverables:**

1. Invest or cause to be invested approximately \$9,900,000.00 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 June 30, 2027, in accordance with the design plans attached as Exhibit "B" and which are incorporated herein for all purposes. Such Improvements shall more specifically include:
 - i. Demolition of the existing building(s);
 - ii. Renovation to clear and prepare two (2) pad site(s);
 - iii. Begin Construction (6 mos. timeline, 19 jobs, at Company's cost) of any new buildings required for at least 2 premium tenants
 - iv. 9,250 square foot retail space more specifically described in Exhibit "B."
2. Establish two (2) WINDCREST PAD LTD branded premium retail locations at the Property located at 1-35 / Loop 410 Frontage Rd., Windcrest, Bexar County, Texas. Was described by authorized representatives of WINDCREST PAD LTD to WEDC, such establishment to include a covenant to open and operate.
3. Create **260** new retail development jobs (140 direct and 120 indirect) and **19** new construction jobs to focus on hiring locally when possible.
4. Generate annual sales of at least \$14.3M at full operation per year, and across all Tenants.
5. Tenants produce sales & property tax revenue of approximately \$ 5.5M over a 15-year period to the City.
6. Work with Owner to improve the parking area for WINDCREST PAD LTD 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.

**Owner/Lessor
Deliverables:**

1. Economic Incentives Agreement for a five (5) year term through 2031.
2. WEDC shall pay \$1,000,000 in Economic Incentive, payable as follows:
 - a. \$250,000 at the start of Construction, expected to begin Q3 2026; such payment being used to pay costs for Construction including demolition, grading, site work and vertical construction; WEDC has a right to recapture the percentage

- of such revenue if Tenants' sales tax revenue achievement goals are not met by the end of 2028; and
- b. \$250,000 to be paid after the first full year of operations, estimated to be at the end of 2029, assuming total revenue to the City of approximately \$310,000 for the previous 12 months; and
 - c. \$250,000 to be paid after the next full year of operations, estimated to be at the end of 2030, assuming total revenue to the City of approximately \$640,000 for the previous 24 months; and
 - d. \$250,000 to be paid after the next full year of operations, estimated to be at the end of 2031, assuming total revenue to the City of approximately \$1,000,000 for the previous 36 months until WEDC has paid out or has paid out \$1,000,000.00 and WEDC maintains its right of recapture.

WEDC

Deliverables:

- 1. Subject to the Express Contingencies, the WEDC agrees to pay ONE MILLION AND NO/100 (\$1,000,000.00) to Company under the following schedule, to be utilized for construction, renovation and refurbishment of the Improvements on the Property:
 - a. (i) TWO HUNDRED FIFTY THOUSAND DOLLARS AND NO/100 (\$250,000.00) to be paid when construction begins (estimated to begin Q3 2026); and WEDC shall review performance of Tenants' sales tax revenue achievement compared to goals at the end of 2028; WEDC has a right to recapture the percentage Tenants' sales tax revenue if achievement goals are not met by the end of 2028; then
 - b. (ii) TWO HUNDRED FIFTY THOUSAND DOLLARS AND NO/100 (\$250,000.00) to be paid after the first full year of operations (estimated to be end of 2029) (assumes total revenue to the City of approximately \$310,000 for the previous 12 months).
 - c. (iii) TWO HUNDRED FIFTY THOUSAND DOLLARS AND NO/100 (\$250,000.00) to be paid after the next full year of operations (estimated to be end of 2030) (assumes total revenue to the City of approximately \$640,000 for the previous 24 months). then
 - d. (iiii) TWO HUNDRED FIFTY THOUSAND DOLLARS AND NO/100 (\$250,000.00) to be paid after the next full year of operations (estimated to be end of 2031) (assuming total revenue to the City of approximately \$1,000,000 for the previous 36 months) until WEDC pays out or has paid out \$1,000,000.00; and;
 - e. WEDC maintains its right of recapture, such right vesting from the time it is determined by the parties according to this Agreement and not when it is paid. .

Respectfully submitted,

WINDCREST ECONOMIC DEVELOPMENT CORPORATION,

By: _____
Jennifer Newman, President WEDC Board of Directors

Agreed and Accepted this _____ day of _____, 2026.

Windcrest Pad, Ltd.,
a Texas limited partnership

By: Windcrest Pad GP, LLC,
a Texas limited liability company,
its general partner

By: _____

Name: James W. Collins, Jr.

Title: Manager

EXHIBIT A

BEING A 2.623 ACRE TRACT OF LAND SITUATED IN THE GERTRUDES RODRIGUEZ SURVEY 132, ABSTRACT NO. 610, BEXAR COUNTY, TEXAS, AND BEING A PART OF LOT 24, NEW CITY BLOCK 12190 OF THE VACATE AND RE-SUBDIVISION PLAT OF SIMON SUBDIVISION, AN ADDITION TO THE OF CITY SAN ANTONIO, AS RECORDED IN VOLUME 7800, PAGES 9-13, PLAT RECORDS OF BEXAR COUNTY, TEXAS, AND BEING THAT SAME CALLED 2.6424 ACRE TRACT DESCRIBED IN SPECIAL WARRANTY DEED TO ANTHON MINOR LTD., AS RECORDED IN DOCUMENT NUMBER 20070208242, OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS, (O.P.R.B C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "VICKERY" FOUND FOR THE SOUTHWEST CORNER OF SAID 2.6424 ACRE TRACT, SAID POINT LYING ON THE EAST RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 35 (LOOP 410), A CALLED 300-FOOT WIDE RIGHT-OF-WAY, AND BEING THE MOST WESTERLY SOUTHWEST CORNER OF SAID LOT 24, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 46, NEW CITY BLOCK 12190 OF SIMON APPLE GARDEN, AN ADDITION TO THE CITY OF SAN ANTONIO, AS RECORDED IN VOLUME 9551, PAGES 187-188, PLAT RECORDS OF BEXAR COUNTY, TEXAS;

THENCE NORTH 09 DEGREES 54 MINUTES 40 SECONDS EAST, ALONG THE SAID EAST RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 35 AND WEST LINE OF SAID LOT 24, A DISTANCE OF 337.40 FEET TO A 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "HALFF" SET FOR THE NORTHWEST CORNER OF SAID 2.6424 ACRE TRACT, SAID POINT ALSO BEING THE MOST WESTERLY SOUTHWEST CORNER OF A CALLED 65.8504 ACRE TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED TO CITY OF WINDCREST ECONOMIC DEVELOPMENT CORPORATION, AS RECORDED IN DOCUMENT NUMBER 20240052668, O.P.R.B.C.T.;

THENCE SOUTH 80 DEGREES 46 MINUTES 43 SECONDS EAST, DEPARTING SAID EAST RIGHT-OF-WAY LINE, ALONG THE NORTH LINE OF SAID 2.6424 ACRE TRACT AND A SOUTH LINE OF SAID 65.8504 ACRE TRACT, AND OVER AND ACROSS SAID LOT 24, A DISTANCE OF 311.52 FEET TO A MAGNAIL WITH A WASHER STAMPED "HALFF" SET FOR CORNER, FROM WHICH SAID POINT A FOUND MAGNAIL WITH A WASHER STAMPED "PAPE DAWSON" BEARS NORTH 77 DEGREES 37 MINUTES 39 SECOND WEST, A DISTANCE OF 5.12 FEET;

THENCE SOUTH 00 DEGREES 37 MINUTES 01 SECONDS WEST, ALONG THE EAST LINE OF SAID 2.6424 ACRE TRACT AND A WEST LINE OF SAID 65.8504 ACRE TRACT, PASSING AT A DISTANCE OF 321.47 FEET, A FOUND MAGNAIL WITH A WASHER STAMPED "PAPE DAWSON" AND CONTINUING ALONG SAID EAST AND WEST LINES, IN ALL A TOTAL DISTANCE OF 327.28 FEET TO AN "X" IN CONCRETE SET FOR THE SOUTHEAST CORNER OF SAID 2.6424 ACRE TRACT AND AN "EL" CORNER ON THE WEST LINE OF SAID 65.8504 ACRE TRACT;

THENCE SOUTH 89 DEGREES 45 MINUTES 53 SECONDS WEST, ALONG THE SOUTH LINE OF SAID 2.6424 ACRE TRACT AND CONTINUING ALONG A WEST LINE OF SAID 65.8504 ACRE TRACT, A DISTANCE OF 102.98 FEET TO A 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "HALFF" SET FOR CORNER, SAID POINT BEING A RE-ENTRANT CORNER OF SAID LOT 24 AND THE WESTERLY MOST NORTHEAST CORNER OF LOT 44 OF SAID SIMON APPLE GARDEN ADDITION;

THENCE NORTH 80 DEGREES 04 MINUTES 26 SECONDS WEST, CONTINUING ALONG THE SOUTH LINE OF SAID 2.6424 ACRE TRACT AND SAID LOT 24, AND A NORTH LINE OF SAID LOT 44, PASSING AT A DISTANCE OF 38.00 FEET A NORTHWEST CORNER OF LOT 44 AND THE NORTHEAST CORNER OF SAID LOT 46, AND CONTINUING ALONG SAID SOUTH LINES AND THE NORTH LINE OF SAID LOT 46, IN ALL A TOTAL DISTANCE OF 263.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 114,276 SQUARE FEET OR 2.623 ACRES OF LAND, MORE OR LESS.

EXHIBIT B

Describe Renovations and Plans

DRAFT