



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

**Town Hall Meeting and Public Hearing
Monday, November 22, 2021
5:30 p.m.**

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 22ND DAY OF NOVEMBER 2021 STARTING AT 5:30 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 TWOWAY VIDEO AND AUDIO FEED IN ACCORDANCE WITH THE TEXAS OPEN MEETINGS ACT. IF A QUORUM OF THE BOARD CANNOT BE PHYSICALLY PRESENT AT THE ABOVE ADDRESS, IT IS THE INTENT TO HAVE THE PRESIDING OFFICER PHYSICALLY PRESENT AT THE ABOVE ADDRESS.

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 wellbeing 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. Town Hall and Public Hearing

1. Presentation from WEDC Board, Staff related to Walzem Partners 3 LLC Economic Development Project
2. Town Hall and Public Comments to Discuss Opportunities for Future of new Restaurant 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 at least 72 hours prior to November 22, 2021.

By: 

Rachel C. Dominguez, City Secretary

I certify 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 _____, 2021.

By: _____
_____, 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 Walzem Partners 3, LLC, located at 4403 N. Central Expy. Suite 200, Dallas, TX 75205 (“**Walzem Partners**”); and each is a “**Party**” and collectively referred to as the “**Parties**”.

The “**Effective Date**” of this MOU shall be _____, 2021.

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 provide a grant of assistance pursuant to state law, including Texas Local Government Code § 505.152 for the Walzem Road 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 that the project will promote and develop a new business development enterprise which may aid in retention of primary jobs as required under Texas Local Government Code § 505.155;

WHEREAS, Walzem Partners is a commercial real estate management and development firm with offices in Dallas, Texas;

WHEREAS, the Parties have agreed to work together in good faith in order to support Walzem Partners in building and developing the real property described below;

WHEREAS, the City of Windcrest’s public interest and public purpose will be served by clearing land and establishing a site to be developed into a higher and better use, and in promoting the welfare and stability of the residents of this state and incentivize job creation, and encourage the revitalization of Walzem Road by developing new businesses;

WHEREAS, the City of Windcrest’s public interest and public purpose will be served by promoting and developing a new business enterprise which will help create and/or retain primary jobs;

WHEREAS, the City of Windcrest and WEDC have each duly considered this project and approved of the incentives outlined herein in accordance with applicable law, finding the project to be in the public interest and serving valid public purposes 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 comprising approximately .5480 acres and located at 4825 Walzem, Road, San Antonio (or Windcrest), Texas 78239, on the northwest corner of Walzem Road, and Fourwinds Drive. The subject property is more particularly described as follows:

Tract 1

Lot 6, Block114, City of Windcrest, Bexar County, Texas, according to plat recorded in Volume 19017, Page 674, Deed and Plat Records, Bexar County, Texas.

The subject property is currently not being used to its highest and best use and has been identified as a viable location for a restaurant or retail suited site by the WEDC and by Walzem Partners.

Investment by Walzem Partners

Walzem Partners will invest no less than \$1,000,000.00 in the subject property and anticipates an end-user to invest additional funds in the development of the location within 24 months from approval of this Agreement.

Impact for the City of Windcrest

The WEDC's Board of Directors has found that redevelopment of the site will serve a public purpose and provide a public benefit to the City of Windcrest, and Walzem Partners 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 incentivizing the project to create and retain jobs, increase sales tax and property tax revenue for the City, and ensure that a newly constructed building at the property location will encourage the revitalization of Walzem Road and support and act as a catalyst of business development in the Walzem Road corridor.

General Terms:

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

- a. WEDC will issue a grant of assistance of \$55,500.00 (Fifty-Five Thousand Five Hundred Dollars and zero cents) to be reimbursed to Walzem Partners for the actual incurred cost of demolition and site preparation cost and other related development costs to prepare and lease the subject property, within thirty (30) days of receiving invoices reflecting at least

\$55,500.00 of costs paid by Walzem Partners related to demolition, site preparation cost and other related development costs;

- b. Walzem Partners will develop and market the location seeking to lease to a suitable tenant that will make additional investments in the property with a goal of generating additional sales tax revenue for the City and WEDC as well as increased property value, with development to commence within six-months, but to occur over a two-year time period;
- c. Walzem Partners will construct a new building at the location described herein as Tract 1 and secure a quality tenant to operate a business onsite. The Parties goal is that the tenant would be either a nationally recognized retail, food or beverage establishment that will generate sales tax revenue for the City. Walzem Partners will provide the name and information on potential tenants to WEDC in advance to ensure WEDC's expectations are met.
- d. The WEDC shall in no event be a party to, obligor or guarantor of any financing or debt related to the land, improvements or operations. The WEDC shall have no responsibility for the management or operations of any business at the location. The WEDC's sole role is to provide the grant funds as described in a. 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. Notwithstanding the foregoing, the obligation of the WEDC to reimburse Walzem Partners for up to \$55,500.00 of actual costs incurred and paid by Walzem Partners prior to the date 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: _____

Walzem Partners 3 LLC

By: _____

Name: _____

Title: _____

A RESOLUTION AUTHORIZING WINDCREST ECONOMIC DEVELOPMENT CORPORATION TO ENTER INTO A PERFORMANCE AGREEMENT TO WALZEM PARTNERS 3 LLC FOR THEIR CONSTRUCTION, OWNERSHIP AND LEASING OF REAL ESTATE FOR NEW DEVELOPMENT 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 Walzem Partners 3 LLC to work together in good faith to evaluate the possibilities and synergies they may have together for seeking ways to redevelop real property to bring a new retail, food or beverage based business establishment to the City of Windcrest with Walzem Partners 3 LLC owning and leasing the property for said business;

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 provide a grant of assistance pursuant to state law, including Texas Local Government Code § 505.152 for the Walzem Road Project (“Project”);

WHEREAS, the City and 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 City and WEDC finds that the project will promote and develop a new business development enterprise which may aid in retention of primary jobs as required under Texas Local Government Code § 505.155;

WHEREAS, Walzem Partners is a commercial real estate management and development firm with offices in Dallas, Texas;

WHEREAS, the Parties will work together in good faith in order to support Walzem Partners in building and developing the real property described in the proposed MOU;

WHEREAS, the City of Windcrest’s public interest and public purpose will be served by clearing land and establishing a site to be developed into a higher and better use, and in promoting the welfare and stability of the residents of this state and incentivize job creation, and encourage the revitalization of Walzem Road by developing new businesses;

WHEREAS, the City’s public interest and public purpose will be served by promoting and developing a new business enterprise which will help create and/or retain 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 Walzem Partners 3 LLC, to be negotiated but based on the MOU draft attached hereto as **Exhibit A**.
- _____ 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, on the ____ day of _____, 2021 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 _____, 2021 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**
