

AGENDA
Universal City Economic Development Corporation
Special Meeting
Monday, August 15, 2022 at 5:00 p.m.
2150 Universal City Blvd
Universal City, TX 78148

1. **CALL TO ORDER:** President Dick Crow
2. **QUORUM CHECK:** Secretary Roland Hinojosa
3. **INTRODUCTION OF GUESTS:**
4. **PURPOSE OF THE SPECIAL MEETING:**

A. Consider the Memorandum of Understanding (MOU) with Reunion Development Partners, LLC.

5. **PUBLIC COMMENT:**
6. **ADJOURNMENT:**

KRISTIN MUELLER, City Clerk

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 72 hours prior to this meeting. Please contact the City Clerk's Office at (210) 659-0333 if these services are needed.

All items on the agenda are eligible for possible discussion and action. The EDC reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices,) and 551.086 (Economic Development).

STATE OF TEXAS
COUNTY OF BEXAR

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MEMORANDUM OF UNDERSTANDING

Reunion Development Partners, LLC, a Texas limited liability company, (“Developer”), the City of Universal City, a Texas municipality, (“City”), and the Universal City Economic Development Corporation, a Texas Corporation (EDC), enter into this Memorandum of Understanding (“Agreement”) to proceed with discussions for the acquisition and development of a parcel of property consisting of approximately 41.61 acres located at 11514 E Loop 1604 Universal City, Tx 78148 (“Property”). This Agreement identifies each Developer, City, and EDC as a “Party” and collectively as “Parties”.

RECITALS

WHEREAS, City and EDC sought to identify a developer to both divest its interest in the Property and enable a transformational project for the betterment of the community; and

WHEREAS, City and EDC issued a Request for Proposals (RFP) seeking to engage a developer for the acquisition and development of the Property; and

WHEREAS, Developer responded to the RFP with a written proposal, completed an interview process, and has been identified as the selected Respondent by EDC and City for the acquisition and development of the Property; and

WHEREAS, the Parties desire to explore the methods and steps necessary to reach an agreement to develop the Property to include the property transfer, design, financing, construction, term and operation of the development of the Property (“Project”); and

WHEREAS, the Parties now look forward to working together to establish terms for the Project; and

WHEREAS, City Council has authorized the City Manager to enter into this Agreement; and

WHEREAS, the UC Economic Development Corporation has authorized its President to enter into the Agreement;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Section 1. Purpose. The purpose of this Agreement is to establish a period during which the Parties agree to exclusively negotiate with each other in good faith to determine acceptable business terms and conditions for a property conveyance and development agreement for the Project (the “Term Sheet”).

Section 2. Term. This Agreement shall commence upon the Effective Date of this Agreement (as hereinafter defined) and shall terminate once the Parties have reached an agreement on each Party’s duties and responsibilities from a business perspective in conveying and developing the Property and the Project, or one hundred twenty (120) days, whichever occurs first. If substantial progress is being made, the term may be extended by mutual written consent of the Parties.

If a Term Sheet is agreed to, the Parties agree and acknowledge that they will then have an additional ninety (90) days to develop the Term Sheet into a binding Conveyance of Real Property and Development Agreement (the “Development Agreement”). If substantial progress is being made, the term may be extended by mutual written consent of the Parties.

Section 3. Parameters for Negotiations. To the extent applicable, negotiations between the Parties under this Agreement, may include, but is not limited to, the following terms related to the Project to be included in the Term Sheet:

- A. Short-term and long-term project decision making;
- B. Structure and economics of the transaction;
- C. Development schedule for the Project including milestones;
- D. Establishment of a PUD;
- E. Programmatic concept for the Project;
- F. Parcel designation and zoning requirements;
- G. Property Owner’s Association;
- H. Anticipated tenant mix for the Project;
- I. Summary proforma for the Project (high-level development and operational forecast);
- J. Greenspace and roadway development and economics;
- K. City and/or other incentives, Chapter 380 and Performance Agreements;
- L. Any other financial terms of the Project;
- M. Termination Rights; and
- N. Any other terms required for the conveyance of real property and the development and operation of the Project.

Section 4. Cooperation. The Parties agree to cooperate with each other in promptly supplying information and analyses relating to the Project.

Section 5. Effect of this Agreement; Termination.

5.1 Nature of Agreement. This Agreement is not intended to constitute a binding agreement by the Parties to acquire all or any portion of the Property or to construct the Project, nor is it intended to constitute a binding agreement to enter into a Development Agreement or any other contract. Notwithstanding any other provision hereof, no Party shall be under any obligation to approve or execute any agreement during or upon conclusion of this Agreement. Any Party may refuse to approve and execute any Agreement at its sole and absolute discretion, with or without cause. Notwithstanding this section 5.1 or any other provision hereof, the following sections 5.2 and 5.3 constitute the only legally binding provisions to this Agreement.

5.2 Exclusive Nature of Negotiations. The Parties intend those negotiations conducted pursuant to this Agreement be negotiated exclusively between the Parties. Accordingly, each Party agrees that during the term of this Agreement, each shall negotiate exclusively with the other Party with respect to the development of the Project on the Property except as otherwise mutually agreed to in writing.

5.3 Confidentiality. The terms of this Agreement and the Parties’ discussions and exchanged written materials relating to this Agreement (the “Confidential Information”) are confidential, subject to the Texas

Open Meetings Act and the Public Information Act (the “Acts”). The Confidential Information shall include, without limitation, (a) the terms of this Agreement, (b) the proposed business terms, (c) the anticipated development costs of the Project, (d) the Developer’s business plans and (e) the Term Sheet. Except as required by the Acts, neither the contents of this Agreement, the details hereof nor any other Confidential Information may be shown or disclosed by either Party hereto to any other person or entity, except to those employees, attorneys, accountants, or other advisors who have a need to know as a result of being involved in the proposed transaction.

The term “Confidential Information” does not include information which (i) is already in possession of third parties, provided that such information is not known to be subject to another confidentiality agreement with, or other obligation of secrecy to, the parties hereto, (ii) becomes generally available to the public other than as a result of a disclosure by the parties hereto, or (iii) becomes available to third parties on a non-confidential basis from a source other than the Parties hereto, provided that such source is not known to be bound by a confidentiality agreement with or other obligation of secrecy to one of the Parties hereto.

The Parties agree that the Confidential Information has been and will be used solely for the purpose of evaluating the possibility of effectuating the transactions described herein, and that such information will be kept confidential; provided, however, that (i) any of such information may be disclosed to potential third party investors, tenants, lenders, and others who need to know such information for the purpose of evaluating entering into agreements to assist in effecting the transactions described herein and who execute similar confidentiality agreements agreeing to keep the Confidential Information confidential, and (ii) a disclosure of such information to which all parties consent in writing may be made. If any of the parties are requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, each Party agrees that it will cooperate with the others and provide each with prompt notice of such request(s) so that any of the Parties may seek an appropriate protective order and/or waiver of requirements of compliance with the provisions of this “Confidentiality” section. If, in the absence of a protective order or the receipt of a waiver hereunder any of the Parties are nonetheless, in the opinion of counsel, legally required to disclose Confidential Information under the Acts or to any tribunal or else stand liable for contempt or suffer other censure or penalty, they may disclose such information without liability hereunder provided that they comply with the notice provisions hereof.

5.4 Termination of this Agreement. This Agreement and related rights may only be terminated if a Party fails to take such commercially reasonable actions necessary to advance the Project, in which case the other Party may terminate the Agreement.

Section 6. Notices. Any notices, requests or approvals given under this Agreement from one Party to another may be personally delivered, transmitted by facsimile transmission or email, or deposit with the United States Postal Service for mailing, postage prepaid, to the address of the other Party as stated in this paragraph, and shall be deemed to have been given at the time of personal delivery or facsimile transmission or, if mailed, on the third day following the date of deposit with the United States Postal Service. Notices shall be sent as follows:

If to City:

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| City of Universal City |
| City Manager |
| 2150 Universal City Blvd |
| Universal City, TX 78148 |
| citymanager@uctx.gov |

If to EDC:

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| Universal City EDC |
| Executive Director |
| 2150 Universal City Blvd |
| Universal City, TX 78148 |
| KMueller@UCTX.Gov |

If to Developer:

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|-----------------------------------|
| Reunion Development Partners, LLC |
| Sean Miller |
| 3080 Ackerman Blvd. Suite 215 |
| Kittering, OH 45429 |
| sean.miller1415@gmail.com |

Section 7. Governing Law. This Agreement shall be governed by the laws of the State of Texas and venue shall lie in Bexar County, Texas.

Section 8. Attorneys' Fees. If any legal action is brought to enforce, construe, interpret or invalidate the terms of this Agreement, a prevailing party shall be entitled to all costs and expenses incurred in any such action, including court costs and reasonable attorneys' fees, in addition to any other relief to which such party may be entitled.

Section 9. Interpretation. This Agreement shall be interpreted as a whole and in accordance with its fair meaning and as if each Party participated equally in its drafting. Captions are for reference only and are not to be used in construing meaning. The recitals are deemed incorporated into this Agreement.

Section 10. Amendment of Agreement. No modification, rescission, waiver, release, or amendment of any provision of this Agreement shall be made except by a written agreement executed by each of the Parties.

Section 11. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties concerning this subject. This Agreement integrates all of the terms and conditions mentioned herein or incidental thereto, and supersedes all prior negotiations, discussions and previous agreements between the Parties concerning all or any part of the subject matter of this Agreement.

Executed in multiple originals, this _____ day of _____ [EFFECTIVE DATE].

“DEVELOPER”
Reunion Development Partners, LLC

“CITY”
City of Universal City

Sean Miller, Manager

Kim Turner, City Manager

Charles Leddy, Manager

“EDC”
Universal City EDC

Richard “Dick” Crow