



**ECONOMIC DEVELOPMENT
CORPORATION BOARD OF DIRECTORS**

Location:

City of Edinburg, City Hall-Council Chambers
415 W. University Drive, Edinburg, Texas

**SEPTEMBER 9, 2021
SPECIAL MEETING AGENDA
10:00 AM**

1. CALL TO ORDER, ESTABLISH A QUORUM

2. CERTIFICATION OF PUBLIC NOTICE

3. PUBLIC COMMENTS

A specific portion of the meeting shall be dedicated to allowing Public Comments which will be limited to three (3) minutes. Because of the state of emergency due to the COVID-19 pandemic, public comment may be provided in-person abiding to the occupancy limits or by telephone. In person requests shall be requested by completing the Public Comment Form available at City Council Chambers. Telephone requests shall be completed by (a) sending an email to publiccomment@cityofedinburg.com or (b) calling 956-388-8204.

All requests must be received beginning at 9am and end immediately before the start of the meeting. Your request should include your name, address, and telephone number. We ask for everyone's cooperation in following this procedure.

4. REGULAR AGENDA ITEMS

A. Consider request from Shea Nate LLC for \$150,000 in incentives for property located at 205 Conquest Blvd. Edinburg, TX 78539.

B. Edinburg Economic Development Corporation budget workshop.

5. EXECUTIVE SESSION

The EEDC will convene in Executive Session, in accordance with the Texas Open Meetings Act, Vernon's Texas Statutes and Codes Annotated, Government Code, Chapter 551, Subchapter D, Exceptions to Requirement that Meetings be Open. The EEDC May Elect To Go Into Executive Session On Any Item Whether Or Not Such Item Is Posted As An Executive Session Item At Any Time During The Meeting When Authorized By The Provisions Of The Open Meetings Act.

A. Discussion and possible action regarding the purchase, exchange, lease, or value of real property. (§551.072. Deliberation Regarding Real Property; Closed Meeting).

B. Deliberation regarding economic development negotiations. (§551.087 Deliberation Regarding Economic Development Negotiations; §551.071. Consultation with Attorney; Closed Meeting).

6. OPEN SESSION

The EEDC will convene in Open Session to take necessary action, if any, in accordance with Chapter 551, Open meetings, Subchapter E, Procedures Relating to Closed Meeting, §551.102, Requirement to Vote or Take Final Action in Open Meeting.

7. ADJOURNMENT

I hereby certify this Notice of an EEDC Meeting was posted in accordance with the Open Meetings Act, at the City Offices of the City of Edinburg, located at the 415 West University entrance outside bulletin board visible and accessible to the general public during and after regular working hours.

This notice was posted on September 3, 2021 at 10:04 am pm.

By:

Signature:

Name:

City of Edinburg, Texas

Ron Garza, City Manager

Edinburg Economic Development Corporation

Meeting Date: September 9, 2021

Consider request from Shea Nate LLC for \$150,000 in incentives for property located at 205 Conquest Blvd. Edinburg, TX 78539.

1. Agenda Item:

Consider request from Shea Nate LLC for \$150,000 in incentives for property located at 205 Conquest Blvd. Edinburg, TX 78539.

2. Description/Scope:

Shea Nate LLC is requesting \$100,000 in incentives for infrastructure and \$50,000 in job grants.

Shea Nate LLC is remodeling its existing location formerly known as The St. Michael Event Gallery, 205 E Conquest Blvd. Edinburg, TX 78539, to construct 27 retail incubator spaces. The project will provide small businesses and startups the opportunity to conduct operations, create job opportunities, increase retail sales, and provide a community space and attraction for the city of Edinburg.

The project includes estimated capital investment of \$2,750,000, 20 jobs created, and annual retail sales of approximately \$1,000,000.

Economic Development staff are proposing a one-time installment of \$150,000, paid upon Shea Nate LLC's documentation of issuance of Certificate of Occupancy, at least 20 retail spaces occupied, and the creation of at least 20 full-time equivalent jobs paid at \$15.00 per hour within 24 months from the date of the execution of the incentive agreement.

3. Estimated Timeline:

The proposed agreement term is twenty-four months from the date of contract execution.

4. Budget:

If approved, the contract amount will be included in the incentives budget, starting in FY 2022.

5. Procurement/Selection Process:

N/A

6. Staff's Recommendation:

Staff recommends approval.

7. Justification:

The proposed development would add a unique asset to the local economy. UTRGV's analysis of the project's impacts and incentives offered indicates a positive return on investment.

Blanca Davila
Director of Economic Development

ATTACHMENTS

- Attachment A: Shea Nate LLC Incentive Application
- Attachment B: Shea Nate LLC and EEDC Economic Incentive Agreement
- Attachment C: UTRGV Fiscal Impact Analysis
- Attachment D: Floor Plan Exhibit A
- Attachment E: Compliance Certificate Exhibit B
- Attachment F: Letter of Interest

Approved:	_____
Not Approved:	_____
Tabled:	_____
No Action:	_____

FINAL Incentive Application

Submitted by: Anonymous user

Submitted time: Mar 30, 2021, 9:11:47 AM

General Information

Business name:

Shea Nate L.L.C. dba: The St Michael Event Gallery

Specify industry classification code (NAICS):

453,998

Enter the industry classification description below:

Retail Incubator Shops

Business address:

205 Conquest

City

Edinburg

State

Texas

Zipcode

78539

Point of contact:

Hector Casas

Phone number:

9564510988

Email:

hector@shealiving.com

Total number of employees of existing location:

5

Please enter your approximate yearly revenue below:

Gross Retail Sales \$2,000,000 : Gross Net \$395,000 in Rental Revenue

Is this a Minority-Owned Business:

Yes

Please indicate the percentage:

100

Is this a Women-Owned Business:

No

Is this a Veteran-Owned Business:

No

Choose the one that best describes your business:

Business Growth (Growth in jobs, sales volume)

Project Information

Do you have an address for the project:

Yes

Please enter project address below:

205 Conquest

City:

Edinburg

State:

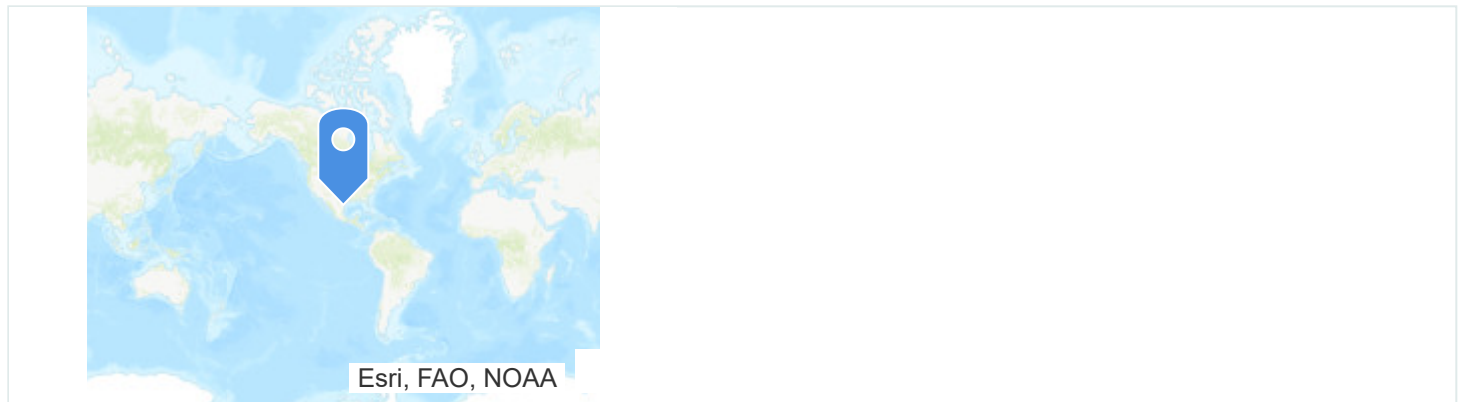
Texas

Zipcode

78539

Please map the location for your project:

Lat: 26.25778 Lon: -98.17179



Brief description of project (purpose, timeline, etc.):

To provide small or start-up businesses the opportunity to start up their businesses at a minimal cost by providing them a retail incubator shop. Projected to start on or before June 2021. To be a 3-4 month remodeling project.

What type of jobs are being created?

Both - full-time and part-time

1. Estimated number of Full-Time Jobs Created:

75

2. Estimated number of Full-Time Jobs Retained:

75

3. Estimated hourly pay:

\$15.00-\$18.00

1. Estimated number of Part-Time Jobs Created:

35

2. Estimated number of Part-Time Jobs Retained:

35

3. Estimated hourly pay:

\$10.00

Estimated number of jobs created or retained filled by Edinburg residents:

80

Estimated city's property tax roll (real and/or personal property).

\$2,500,000.

Total capital investment:

\$2,750,000.

Select all that applies for capital investment.

- **Cash**
- **Land**
- **Building**
- **Equipment**

Incentive Request Section:

Incentive Request Selection

- **1.) Job Grants - These grants include permanent full-time, veteran/special needs, employer-sponsor training, and internship opportunities.**

Permanent Full-Time

75

Veterans/Special Needs

20

Employer-Sponsor Training

10

Internship Opportunities

- **I would like to discuss internship opportunities with Economic Development staff.**

Would you like to apply for Property Tax Refund:

Yes

Property Tax Refund

\$1,500,000.

Percentage refund requested:

50%

Would you like to apply for Sales Tax Refund:

No

Will you be requesting EDC and / or City Participation for infrastructure costs?

No

Please indicate and describe any other incentive request:

Remodeling Costs and state incentives .

For all incentives selected, please explain and quantify how it will benefit the community in 250 words or less:

This project will provide small and start-up businesses the opportunity to start-up at a minimum cost, create job opportunities, increase retail sales, and provides a community space and attraction for the in the City of Edinburg.

**STATE OF TEXAS § ECONOMIC DEVELOPMENT INCENTIVE
AGREEMENT BETWEEN:**

**COUNTY OF HIDALGO § THE EDINBURG ECONOMIC DEVELOPMENT
CORPORATION AND**

CITY OF EDINBURG § SHEA NATE LLC

This Economic Development Incentive Agreement (this “Agreement”) is entered into on _____, 2021 (the “Effective Date”) by and between the Edinburg Economic Development Corporation (hereinafter the “EEDC”), a non-profit Development Corporation created under the Texas Development Corporation Act, Texas Local Government Code Chapter 501 et seq, as amended (hereinafter “the Act”) whose principal place of business is located at 415 W. University Dr., Edinburg, Texas 78541, and Shea Nate LLC (hereinafter “Applicant”) whose principal place of business is located at 205 Conquest, Edinburg, Texas 78539.

RECITALS:

WHEREAS, Applicant intends to make substantial improvements to the building located at 205 Conquest, Edinburg, TX, 78539, to create a retail incubator (Shops at St. Michael) holding a minimum of 27 retail spaces within the 18,000 square foot space (the “Project”);

WHEREAS, Applicant expects that the construction and operation of the Project will create at least twenty (20) full-time equivalent new jobs, which representation is a significant factor in the EEDC’s decision to enter into this Agreement;

WHEREAS, Applicant expects that construction, including facility improvements and infrastructure, will cost at least \$2,750,000; and

WHEREAS, Applicant has applied for financial economic incentives from the EEDC for the development and operation of the Project; and

WHEREAS, the EEDC believes that the development of the Project is a new or expanded business in the City of Edinburg that will serve as an economic stimulus to the City of Edinburg, resulting in job growth; and

WHEREAS, a fiscal impact analysis conducted by the University of Texas Rio Grande Valley shows a positive return on investment for the financial economic incentive request;

WHEREAS, the EEDC Board of Directors has determined that finalizing an economic incentive agreement with Applicant in accordance with this Agreement will promote local economic development and stimulate business and commercial activity in the City; and

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, the parties agree as follows:

SECTION I DEFINITIONS

“**Incentive Payment**” means the EEDC’s payment to Applicant after completion of the Project and fulfilling job and tenancy requirements. The Incentive Payment shall not exceed \$150,000.

“**New Jobs**” means filled payroll positions relating to the Project paying a minimum of \$15.00 per hours and providing benefits as that term is commonly understood regarding employee compensation.

“**Full Time**” or “**Full-Time Equivalent**” means working a minimum of 32 hours per week.

“**Property**” means the real property and improvements located at 205 Conquest, Edinburg, TX, 78539, Property ID numbers _____ and _____.

“**Improvements**” means the construction of at least 27 retail spaces within 18,000 square feet of interior space at the Property, as described in **Exhibit A** attached hereto.

“**Project**” means the Applicant’s construction and rental of retail spaces at the Property.

The “**Term**” of this Agreement shall commence on the Effective Date and continue in effect for a term of twenty-four (24) months (unless terminated sooner, as provided in this Agreement), subject to the limitations of this Agreement.

SECTION II TERMS AND CONDITIONS

A. The Applicant will be responsible for the development, financing, construction, and operation of the Project. In return, the EEDC will provide an economic development incentive payment of \$150,000 to the Applicant, subject to the below terms and conditions.

B. The Applicant acknowledges and agrees that it must satisfy, to the EEDC’s satisfaction, all of the requirements of this Agreement no later than twenty-four (24) months from the Effective Date of this Agreement.

C. If the EEDC determines, in its sole and absolute discretion, that the Applicant has failed to satisfy any of the terms or conditions of this Agreement, then the EEDC shall have no obligation to make any grant payments and this Agreement shall terminate.

D. **Requirements for Improvements.** Applicant’s responsibilities for the Improvements are as follow:

- i. Applicant agrees to fully complete the Improvements in the same or substantially similar manner described in **Exhibit A**, unless otherwise agreed to in writing by the EEDC.
- ii. Applicant agrees to provide the EEDC proof of the issuance of a certificate of occupancy related to the Project.

E. **Requirements for Full-Time Equivalent New Jobs.** Applicant's responsibilities regarding Full-Time Equivalent New Jobs are as follow:

- i. Applicant agrees that the Project will generate at least 20 Full-Time Equivalent New Jobs.
- ii. Applicant agrees to submit to the EEDC, in either electronic form or for inspection at Applicant's local office, evidence of jobs created/retained that relate to the Project, such as but not limited to a certified list of jobs, employee quarterly reports, payroll registers, or such other evidence as may be required by the EEDC.

F. **Requirements for Operating the Project.** Applicant's responsibilities regarding Operating the Project are as follow:

- i. Applicant agrees that at least 20 of the 27 retail spaces of the Project shall be occupied by tenants.
- ii. Applicant agrees to submit to the EEDC, in either electronic form or for inspection at Applicant's local office, evidence of tenant occupancy, such as but not limited to copies of leases or such other evidence as may be required by the EEDC.

G. Upon satisfaction of all the above requirements, Applicant must submit a compliance certificate, in the form attached hereto as **Exhibit B** (the "Compliance Certificate"), together with all information the EEDC may request to verify Applicant's compliance with the terms of this Agreement.

H. Applicant agrees that the EEDC shall determine in its sole and absolute discretion whether Applicant has satisfied the requirements of this Section II.

Additional Terms and Conditions for Incentives

I. Applicant further covenants and agrees that all construction for the Improvements will be in accordance with applicable federal, state, and local laws and regulations, or valid waiver thereof.

J. Applicant agrees that the payment of all indebtedness and obligations incurred by the Applicant in connection with the development and construction of the Improvements, and the operation of the Project, shall be solely the obligations of the Applicant. The EEDC shall not be obligated to pay any indebtedness or obligations of the Applicant and shall only be obligated to provide incentives in accordance with the terms of this Agreement.

K. Applicant agrees that all incentives owed by the EEDC under this Agreement are subject to the availability of funds. If the EEDC cannot appropriate sufficient funding, then either party has the right to terminate the Agreement by providing ten (10) days' written notice to the other party.

SECTION II RIGHT OF ACCESS

Applicant further agrees that the EEDC, its agents and employees, shall have reasonable right of access to the construction of the Improvements to monitor compliance with this agreement and with all applicable federal, state and local laws and regulations or valid waiver thereof. The EEDC agrees to provide Applicant with reasonable prior notice of any such access to or inspection of the Improvements construction.

SECTION III DEFAULT; TERMINATION; REMEDIES

A. The following shall constitute an "Event of Default" under this Agreement:

- a. **False Statements.** In the event the Applicant provides any written warranty, representation or statement under this Agreement or any document(s) related hereto that is/are false or misleading in any material respect, either now or at the time made or furnished, and Applicant fails to cure same within thirty (30) days after written notice from the EEDC shall be deemed an event of default. If such violation cannot be cured within such thirty (30) day period in the exercise of all due diligence, but the Applicant commences such cure within such thirty (30) day period and continuously thereafter diligently prosecutes the cure of such violation, such actions or omissions shall not be deemed an event of default for an additional thirty (30) days. Failure to cure after such time period shall be deemed an event of default. Further, if Applicant obtains actual knowledge that any previously provided warranty, representation or statement has become materially false or misleading after the time that it was made, and Applicant fails to provide written notice to the EEDC of the false or misleading nature of such warranty, representation or statement within thirty (30) days after Applicant learns of its false or misleading nature, such action or omission shall be deemed an event of default. In the event this Agreement is terminated pursuant to this Section, all Payments previously provided by the EEDC pursuant to this Agreement shall be recaptured and repaid by Applicant within sixty (60) days from the date of such termination.
- b. **Insolvency.** The dissolution or termination of Applicant's existence as a business or concern, Applicant insolvency, appointment of receiver for any part of Applicant's portion of the Property, any assignment of all or substantially all of the assets of Applicant for the benefit of creditors of Applicant, or the commencement

of any proceeding under any bankruptcy or insolvency laws by or against Applicant, shall all be deemed events of default. However, in the case of involuntary proceedings, if such proceedings are discharged within sixty (60) days after filing, no event of default shall be deemed to have occurred.

- c. **Property Taxes.** In the event Applicant allows any property taxes owed to the City of Edinburg to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure or post a satisfactory bond within thirty (30) days after written notice thereof from the City and Hidalgo County Appraisal District, such actions or omissions shall be deemed an event of default. Subject to the restrictions noted herein, Applicant and its Affiliate shall have the right to contest the appraised value of the Property.
- d. **Failure to Cure.** Except as otherwise provided herein, at any time during the Term of this Agreement that an event of default as provided in this Section exists, the EEDC may send written notice of such non-compliance to Applicant. If such non-compliance is not cured within 30 days after Applicant's receipt of such notice or, if non-compliance is not reasonably susceptible to cure within 30 days and a cure is not begun within such 30-day period and, thereafter, continuously and diligently pursued to completion on a schedule approved by the EEDC (in either event, a "**Cure**"), then the EEDC may, at its sole discretion and option, terminate this Agreement or withhold incentive payments otherwise due for the calendar year or years in which the non-compliance occurred and continues. If the EEDC elects to withhold incentive payments under this Section rather than to terminate the Agreement, then, upon a Cure by Applicant, Applicant will be eligible to receive incentive payments in future years (provided it is otherwise in compliance and subject to other limitations of this Agreement) for the remainder of the term of the Agreement. However, an incentive payment withheld by the EEDC shall be deemed forfeited by Applicant and the EEDC shall not be liable for retroactive payment of such forfeited incentive payment.
- e. **Other Remedies.** Upon breach of any obligation under this Agreement, in addition to any other remedies expressly set forth in this Agreement with respect to such breach, the EEDC may pursue such remedies as are available at law or in equity for breach of contract.
- f. **Offset.** The EEDC may deduct from any grant payment, as an offset, any delinquent and unpaid fees, sums of money or other fees, charges or taxes assessed and owed to the EEDC by Applicant.

SECTION IV INFORMATION

A. Applicant agrees that the EEDC will have the right to review the business records of Applicant that relate to its performance under this Agreement to determine Applicant's compliance with the terms of this Agreement. Such review shall occur at any reasonable time and upon at least seven days' prior notice to Applicant. To the extent reasonably possible, Applicant shall make all such records available in electronic form or otherwise available to be accessed through the internet.

SECTION V

ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

A. If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

B. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of the parties. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with the Section below.

SECTION VI

CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

A. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the Dispute. Venue is mandatory in in State courts located in Hidalgo County, Texas.

B. In the event of any litigation between the parties, the parties shall bear their own costs, including attorneys' fees and expenses.

SECTION VII

INDEMNIFICATION

A. The Parties agree and understand that Applicant, in performing its obligations hereunder, acts independently. The EEDC assumes no responsibility or liability in connection

therewith to third parties. To the maximum extent allowed by law, Applicant agrees to and shall indemnify, hold harmless, and defend EEDC, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees arising out of or directly connected with the Project.

SECTION VIII **LIMITATION OF LIABILITY**

A. Applicant agrees to limit the EEDC's liability arising from EEDC's acts, errors, or omissions such that the total liability of EEDC shall not exceed the above stated proceeds from the EEDC for the Project. Applicant agrees that EEDC will not be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement or the Project, even if EEDC has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of EEDC's liability, regardless of the cause of action under which such damages are sought.

SECTION IX **AGREEMENT CONSTRUCTION**

A. The headings of the Sections contained in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement. The parties have been advised by counsel in connection with this Agreement. This Agreement shall be construed and interpreted in accordance with the plain meaning of its language, and not for or against either party, and as a whole, giving effect to all of the terms, conditions, and provisions of this Agreement. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party to this Agreement.

SECTION X **SEVERABILITY**

A. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION XI **NOTICE**

A. Any notices to be given under this Agreement shall be in writing, (i) sent by registered or certified mail, postage prepaid, return receipt requested or (ii) sent by nationally recognized overnight courier (e.g. Federal Express) with electronic tracking, and addressed to such party as follows:

(a) Notices to the EEDC:

Edinburg Economic Development Corporation
415 W. University Drive
Edinburg, Texas 78539
Attn.: Blanca Davila

With a copy to:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Attorney

(b) Notices to Applicant:

Hector Casas
205 Conquest,
Edinburg, Texas 78528

B. Such Notices shall be deemed delivered (i) in the case of U.S. mail in the manner provided above, three (3) business days after posting or (ii) if sent by nationally recognized overnight courier with electronic tracking service, the next business day after depositing same with such overnight courier before the overnight deadline and if deposited with such courier after such deadline, then the next succeeding business day.

SECTION XII

SUCCESSORS AND ASSIGNS

EEDC and Applicant each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither EEDC nor Applicant shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

SECTION XIII

CONFLICT OF TERMS

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibit, the terms of this Agreement shall be controlling. This Agreement constitutes the entire agreement by and between the parties and supersedes any prior agreements between EEDC and Applicant.

SECTION XIV

NO WAIVERS OR ACCORD AND SATISFACTION

A. This Agreement may be amended only by written instrument signed by all parties.

B. No failure or delay of the EEDC, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the strict performance by Applicant of its covenants, obligations, or agreements under this Agreement, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of Applicant and the rights and remedies of the EEDC upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

C. Without limiting the generality of the above, the receipt by EEDC of any Services with knowledge of a breach by Applicant of any covenant, obligation, or agreement under this Agreement shall not be deemed or construed to be a waiver of such breach. No acceptance of Services or payment to Applicant shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. EEDC may accept services or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

EXECUTED by the parties in triplicate originals on this ____ day of _____, 2021.

EDINBURG ECONOMIC DEVELOPMENT CORP.:

BY: _____

ATTEST:

BY: _____
EEDC Secretary

APPROVED AS TO FORM:

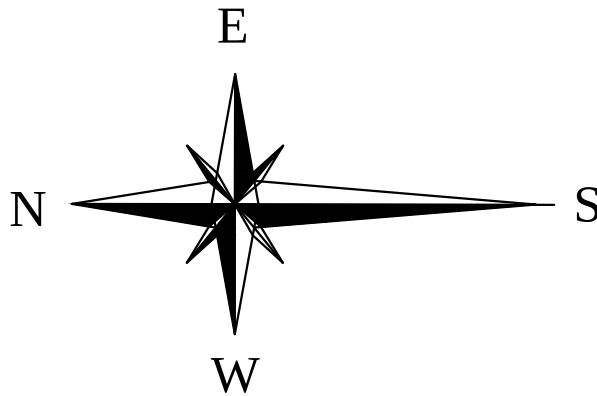
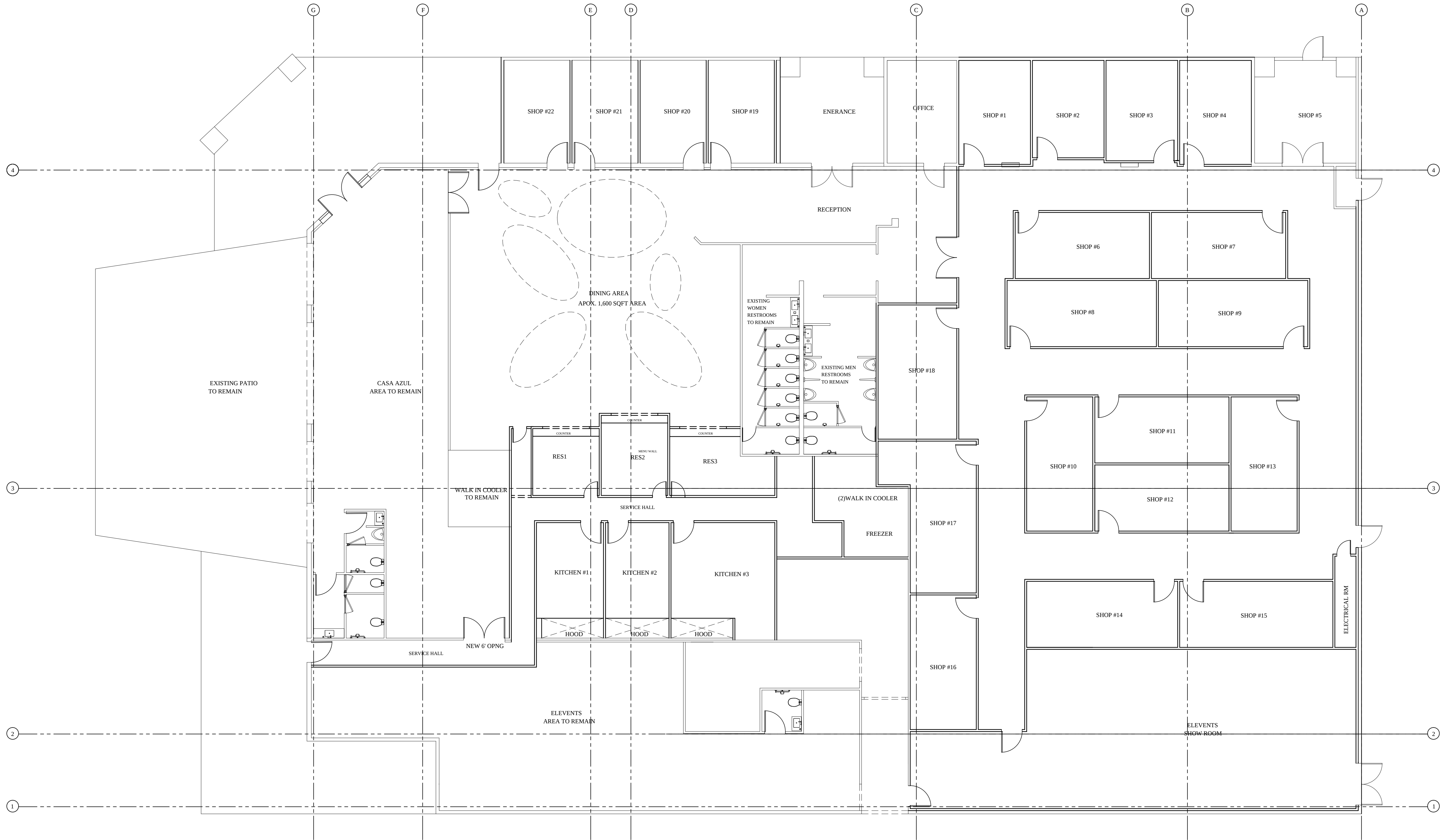
Omar Ochoa Law Firm, P.C.

BY: _____
Omar Ochoa
City Attorney

SHEA NATE LLC

BY: _____
Hector Casas

Exhibit A



GENERAL NOTES:

- A. THESE PLANS ARE INTENDED TO PROVIDE THE BASIC INFORMATION FOR CONSTRUCTION. THESE PLANS MUST BE VERIFIED AND CHECKED COMPLETELY BY THE GENERAL CONTRACTOR. ANY DISCREPANCY, ERRORS, AND/OR OMISSIONS IF FOUND, IS TO BE BROUGHT IMMEDIATELY TO THE OWNERS ATTENTION BEFORE CONSTRUCTION WORK OR PURCHASE IS MADE.
- B. ANY CHANGES MADE BY THE OWNER OR G.C., MAY BE DONE AT THE OWNERS EXPENSE AND SPECIFICATIONS. THIS MAY CAUSE OTHER CHANGES IN ORIGINAL PLANS. MAKE SURE TO VERIFY EVERY SPEC. PRIOR TO MAKING CHANGES AND STARTING CONSTRUCTION.
- C. FEDERAL, STATE, COUNTY, AND LOCAL CITY ORDINANCES AND BUILDING CODES TAKE PRECEDENCE OVER ANY PART OF THESE DRAWINGS. ANY CONFLICT MUST BE ADHERED TO THE PROJECT BEFORE AND DURING CONSTRUCTION.



ADA DESIGN

Comments:

Project Title			
THE ST. MICHAELS EVENT CENTER RENOVATION			
Location		205 CONQUEST BLVD. EDINBURG TX. - 78539	
Date Drawn	03-01-2021 04-22-2021	Drawn By:	716 E. KUHN ST. EDINBURG TX. 78541 L. IBARRA (956)-681-8613
Drawing Scale	NTS		

THESE PLANS ARE DRAWN TO COMPLY WITH OWNER'S SPECIFICATIONS AND ANY CHANGES MADE ON THEM WILL BE DONE AT THE OWNERS OR BUILDER'S EXPENSE AND RESPONSIBILITY. CONTRACTOR OR BUILDER SHALL VERIFY ALL DIMENSIONS PRIOR TO BEGIN CONSTRUCTION. ADA DESIGN RESERVES ITS COMMON COPY RIGHT LAW & OTHER PROPERTY RIGHTS IN THESE PLANS & DESIGNS. THESE PLANS ARE NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER.

Sheet Number

A-1.0

EXHIBIT B

**ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BETWEEN
THE EDINBURG ECONOMIC DEVELOPMENT CORPORATION AND
SHEA NATE LLC**

COMPLIANCE CERTIFICATE

Project: Construction and Operation of Retail Spaces at 205
Conquest, Edinburg, TX 78539.
Agreement Date: August_____, 2021
Certificate of Occupancy Date: _____
Start of Operations Date: _____
Number of Retail Spaces Occupied _____

All terms have the same meaning as set out in the Economic Development Incentive Agreement Between the Edinburg Economic Development Corporation and Shea Nate LLC dated _____, 2021 (the "Agreement").

By signature of the authorized representative below, Shea Nate LLC ("Shea Nate") certifies that the information presented in this certificate is true and accurate and that it is in full compliance with the Agreement, including but not limited to completion of the Project as contemplated, the creation of at least 20 Full-Time Equivalent New Jobs, and at least 20 of 27 tenant occupancy of the retail spaces at the Project. Upon request of the EEDC, Shea Nate shall make available such information as is required under the terms of the Agreement.

I, _____, certify that the foregoing is true and correct and that Shea Nate has complied with all terms and conditions of the Agreement.

Name:
Title:

Date

Fiscal Impact Report: Shea Nate LLC



Capital Investment: \$2,750,000
(building, renovations, land, cash)



Project Created Jobs: 20 Direct, 4 Indirect
and Induced, 24 Total



Estimated Annual Retail Sales
from Tenants: \$1,092,000

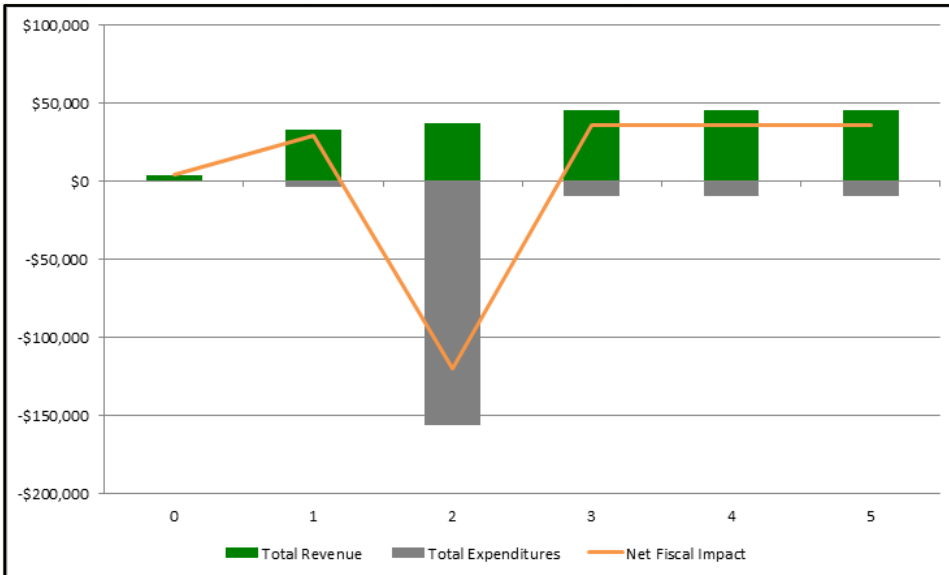


City Incentives: \$100,000 in infrastructure cost (Y2), and \$50,000
in job grants (Y2).



New Households: 4

Yearly Net Fiscal Impact, City of Edinburg



5 Year Fiscal Impact, City of Edinburg

BENEFITS	
Sales Taxes	\$100,285
Property Taxes	\$84,454
Franchise Fees	\$1,980
Business License/Occupation Tax	\$44
Services	\$829
Revenues from Fines	\$552
Revenues from Permits	\$276
Miscellaneous Fees	\$1,000
Utility Revenues	\$20,340
TOTAL BENEFITS	\$209,760
COSTS	
Support	\$150,000
Public Works	\$3,232
Recreation/Libraries	\$3,480
Court System	\$585
General Government	\$8,440
Health Services	\$500
Social Welfare	\$500
Public Safety	\$14,068
Other Costs	\$460
Utility Revenues	\$20,340
TOTAL COSTS	\$188,915
NET BENEFITS	\$20,845
NPV OF BENEFITS	\$20,845

**SHEA, LTD.
&
INTENDED LESSEE**

LETTER OF INTENT AGREEMENT

This Agreement, dated this _____ day of _____ is entered into by and between

Intent to lease Suite # _____, located at 205 Conquest Edinburg, Hidalgo County, Texas 78539 and
SHEA, LTD (hereinafter "LANDLORD"), whose mailing address is 205 Conquest Blvd., Edinburg,
Hidalgo County, Texas 78539.

**SECTION 1
TERMS AND DEFINITIONS**

Date: _____

LANDLORD:	SHEA LTD.
Landlord's Mailing Address:	205 Conquest Blvd. Edinburg, Texas 78539 Hidalgo County

Lessee Trade name: _____

LOI'S Mailing Address: _____

Hidalgo County

Premises:	Facility located in Edinburg, Texas, and described as part of Lot 31-34 Sheaval Subdivision, Hidalgo County, Texas, more particularly identified and described in "Attachment A" to this lease (hereafter sometimes referred to as "LEASED PREMISES")
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Street Address:	205 A Conquest Blvd. Edinburg, Texas 78539
------------------------	---

1:25 PM 9/1/2021

Term (months):

Three (3) years.

**SECTION 3
LETTER OF INTENT PREMISES AND TERM**

INTEDED LEASED PREMISES. LANDLORD hereby Intent's to leases to _____ and _____ accepts from LANDLORD, subject to the provisions of this Lease Agreement, the **LEASED PREMISES**.

Term. The term of this Lease shall be a period of Three (3) years, commencing on completion of remodeling for three years thereafter. Provided, however, that the **LEASEE** shall have the right to renew this Lease for an additional term of Three (3) years, at _____ per month with like terms and conditions, by delivering a written notice of intentions to renew lease to **LESSOR** not less than six (6) no more than (9) months prior to the expiration of the lease term.

Security Deposit. Concurrent with the execution of this LOI, **INTENT LESSEE** has deposited with **LESSOR** the amount of money _____ for a **Security Deposit**.

**INTENT LESSE AGREES TO HIRE AT LEAST ONE FULL TIME
(32 HOURS) EMPLOYEE AT THE RATE OF \$15.00 PER HOUR.**

If to LANDLORD:

**SHEA, LTD.
205 Conquest Blvd.
Edinburg, Texas 78539
Hector Casas (956) 451-0988**

If to Intent Lessee:

8.09 Effective Date. The effective date of this lease agreement shall be.

IN WITNESS WHEREOF, LESSOR and INTENDED LESSEE have duly executed this Lease Agreement on this the _____ day of _____, 20__.

LANDLORD:

SHEA, LTD.

BY: Hector Casas Trustee for Shea Management Trust
its General Partner

INTENED LESSEE:

By

Edinburg Economic Development Corporation

Meeting Date: September 9, 2021

Edinburg Economic Development Corporation budget
workshop.

1. Agenda Item:

Edinburg Economic Development Corporation budget workshop.

2. Description/Scope:

The Edinburg EDC Board will participate in a budget workshop provided by Economic Development staff and City Manager.

3. Estimated Timeline:

N/A

4. Budget:

N/A

5. Procurement/Selection Process:

N/A

6. Staff's Recommendation:

N/A

7. Justification:

N/A

Blanca Davila
Director of Economic Development

ATTACHMENTS

Approved:	_____
Not Approved:	_____
Tabled:	_____
No Action:	_____

Edinburg Economic Development Corporation

Meeting Date: September 9, 2021

Discussion and possible action regarding the purchase, exchange, lease, or value of real property. (§551.072. Deliberation Regarding Real Property; Closed Meeting).

1. Agenda Item:

Discussion and possible action regarding the purchase, exchange, lease, or value of real property. (§551.072. Deliberation Regarding Real Property; Closed Meeting).

2. Description/Scope:

Closed Meeting.

3. Estimated Timeline:

Closed Meeting.

4. Budget:

N/A

5. Procurement/Selection Process:

N/A

6. Staff's Recommendation:

Closed Meeting.

7. Justification:

Closed Meeting.

Blanca Davila
Director of Economic Development

ATTACHMENTS

Approved:	_____
Not Approved:	_____
Tabled:	_____
No Action:	_____

Edinburg Economic Development Corporation

Meeting Date: September 9, 2021

Deliberation regarding economic development negotiations.
(§551.087 Deliberation Regarding Economic Development
Negotiations; §551.071. Consultation with Attorney; Closed
Meeting).

1. Agenda Item:

Deliberation regarding economic development negotiations. (§551.087 Deliberation Regarding Economic Development Negotiations; §551.071. Consultation with Attorney; Closed Meeting).

2. Description/Scope:

Closed Meeting.

3. Estimated Timeline:

N/A

4. Budget:

N/A

5. Procurement/Selection Process:

N/A

6. Staff's Recommendation:

Closed Meeting.

7. Justification:

Closed Meeting.

Blanca Davila
Director of Economic Development

ATTACHMENTS

Approved:	_____
Not Approved:	_____
Tabled:	_____
No Action:	_____