



**ECONOMIC DEVELOPMENT
CORPORATION BOARD OF DIRECTORS**

Location:

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

AMENDED AGENDA

**JANUARY 25, 2022
REGULAR MEETING AGENDA
4:00 PM**

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. DIRECTOR'S REPORT

- A. Economic Development Report
- B. SPARC 4.0 Report

5. REGULAR AGENDA ITEMS

- A. Consider excusing absence of Secretary Dan Diaz for November 30, 2021 meeting.
- B. Consider approval of minutes for board meeting November 30, 2021.
- C. Consider approval of sponsorship for Edinburg Chamber of Commerce's 53rd Annual Fiesta Edinburg event.
- D. Consider approval of term waiver for incentive payments to TP UT RGV, LLC, due to experienced hardship resulting from the COVID-19 pandemic and declared state of disaster.

E. Presentation and update on Trenton Plaza.

F. Discussion and possible action of property taxes at 6930 Democracy Dr - Lot 7, North Industrial Park, related to Green Cold Formed Steel LLC.

G. Presentation and discussion of the Project Expenditure Guide.

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

7. 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.

8. 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.

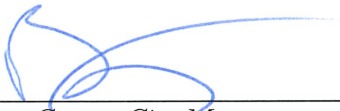
This notice was posted on January 21, 2022 at 4:23 am / pm.

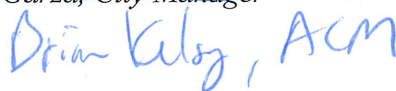
By:

Signature:

Name:

City of Edinburg, Texas


Ron Garza, City Manager


Brian Kulog, ACM

Edinburg Economic Development Corporation

Meeting Date: January 25, 2022

Economic Development Report

1. Agenda Item:

Economic Development Report

2. Description/Scope:

Blanca Davila, Director of Economic Development will present an update to the board.

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

Attachment A: Economic Development Report

Attachment B: Sales Tax Revenue Analysis Report

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



Economic Development Department Status Report

Edinburg, Texas Data

Unemployment Rate (*December 2021, Labor Market Report, Workforce Solutions*)

	November 2021	December 2021	Rate change
City of Edinburg	5.3%	4.9%	-0.4 %
Hidalgo County	7.7%	7.8%	0.1%
State of Texas	5.2%	5.0%	-0.2%

- Edinburg is tied with McAllen with the lowest unemployment rate in the RGV at a rate of 4.9 % for December 2021.
- Hidalgo County increased by 0.1% to 7.8%
- Texas seasonally adjusted unemployment rate decreased by -0.2% to 5.0%.

Sales Tax Revenues - Cash Basis

EDINBURG ECONOMIC DEVELOPMENT CORPORATION SALES TAX REVENUES (0.5%) - CASH BASIS					
MONTH	FY 18/19	FY 19/20	FY 20/21	FY 21/22	Difference FY 21/22 - 20/21
OCT.	455,243	517,757	530,880	704,765	173,886 ↑ 33%
NOV.	538,711	553,671	647,655	663,366	15,711 → 2%
DEC.	501,759	539,764	548,456	620,368	71,913 ↑ 13%
JAN.	443,392	517,839	566,005	705,608	139,603 ↑ 25%
FEB.	620,687	673,924	754,719		
MAR.	443,892	475,560	553,863		
APR.	528,458	453,935	501,873		
MAY	589,833	574,164	727,183		
JUN.	533,819	497,295	641,177		
JUL.	512,049	550,235	633,072		
AUG.	560,920	591,024	717,109		
SEP.	549,402	538,033	611,295		
TOTAL	6,278,165	6,483,200	7,433,285	2,694,108	401,113 ↑ 17%

AVERAGE PER MONTH:

YTD Comparison \$ 484,776 \$ 532,257 \$ 573,249 \$ 673,527

YTD COMPARISON:

\$ 1,939,105 \$ 2,129,030 \$ 2,292,995 \$ 2,694,108

YTD COMPARISON: INCREASE/(DECREASE) \$\$:

214,475 189,924 163,965 401,113

YTD COMPARISON: INCREASE/(DECREASE) %:

12% 10% 8% 17%

Projects

The City of Edinburg Economic Development has two active projects.

Siddons-Martin Emergency Group

- 700 Independence Dr., Edinburg Texas 78541
- Expected Jobs: 20
- Capital Investment: \$1,925,000
- Approved by City Council: July 6, 2021
- Expected Closing Date: November 1, 2021
- Extension Closing Date: November 15, 2021
- Amendment Extending Closing Date: Dec 15, 2021 (30 Days)

Jett Media

- North Industrial Park Lot 7A
- Expected Jobs: 30
- Capital Investment: 900,000
- Approved by City Council: November 16, 2021
- Expected Closing Date: March 3, 2022

Prospects

Staff is currently working with 19 prospects in the following business categories:

Expansions

- Full-service restaurant
- Lessors of other real estate property (2)
- Fresh Fruit & Vegetable Merchant Wholesalers (3)
- Wood Container and Pallet Manufacturing
- Wireless Telecommunications Carriers (except Satellite)
- Offices of Lawyer
- Office Equipment Merchant Wholesaler
- Tortilla Manufacturing (2)
- Non-Chocolate Confectionery Manufacturing
- Cheese Manufacturing

Relocations

- Other Technical and Trade Schools
- All Other Amusement Parks
- Other Commercial and Industrial Machinery and Equipment Rental and Leasing

New Businesses

- Beverage Manufacturing
- Aeronautical Equipment and Supplies Merchant Wholesalers

BREaching Out

Economic Development staff has continued to meet with targeted industry employers in Edinburg to identify areas of opportunities or challenges and strengthen relationships. A survey is sent to businesses following every meeting.

Economic Development staff have scheduled Business Retention and Expansion meetings with Edinburg's employers scheduled throughout the first half of 2022. Businesses include DHR

Health, South Texas Health System, El Dorado Pallets, JD Little Bear Produce, Edinburg Airport, CBP RGV Sector, Don Hugo Produce, and Melhart.

Retail Development

Retail Development follow-ups took place at ICSC Las Vegas. Edinburg EDC Board members, Economic Development staff, and City leadership met with several prospects in attendance at the ICSC Conference.

Programs

Marketing

Economic Development staff update the website on a weekly basis to ensure the website is up to date with latest data points, articles, and resources.

The month of December 2021 Google Analytics Report indicates:

- 895 users visited the website
- 1:16 is the average session duration
- Top 5 most visited webpages are the Homepage, Resources, About us - Staff, Featured Properties, and Incentives.
- 38.47% of traffic users are acquired through social media and 26.1% via organic search

Economic Development staff is working with the City's Graphic Designer to develop ads and graphics to market the Edinburg EDC on various platforms including Site Selection Magazine, RGV Partnership Economic Snapshot, Edinburg Chamber of Commerce, Rio Grande Guardian, and Texas Border Business.

Staff is working with the City's Multimedia Specialist to develop an Economic Development content calendar to post on social media and drive traffic to the website.

Economic Development staff is communicating and establishing relationships with private property owners to add properties to the Featured Properties webpage.

Economic Development staff launched the *Stay in the Know* with Edinburg Economic Development newsletter in December 2021. The newsletter features economic development news, announcements, data, statistics, and other pertinent information for the business community. Emailed newsletters are uploaded to the Edinburg EDC website [resources](#) tab for reference.

Health Science Institute at Renaissance (HSIR)

The Edinburg EDC, in collaboration with Health Sciences Institute at Renaissance and Workforce Solutions, offered a training opportunity through the Medical Assistant Certificate Program.

The Medical Assistant Certificate Program began on January 6, 2021, with 10 students enrolled for the cohort.

- Four (4) Edinburg residents were sponsored by Edinburg EDC.
 - 2 full tuition (EEDC)
 - 2 partial tuitions (EEDC & WFS)

Seven (7) students completed the program on December 23, 2021 and graduated with a Medical Assistant Certificate. Four out of the seven graduated with assistance by the EEDC.

Request for Information (RFI)

Staff has submitted an RFI where Edinburg, TX met requirements to the Economic Development & Tourism department of the Office of the Governor Greg Abbott. Additional information was submitted for a previously submitted RFI project that was shortlisted.

Qualified: Project Sterile Label

- Submitted on December 15, 2021
- Capital Investment: \$30 million
- Job Creation: 60 jobs created within 5 years
- NAICS: 561990 All Other Support Services
- Proposed Sites:
 - North Industrial Park, Lot 3: 25 Acres
 - North Industrial Park, Lot 4: 13.16 Acres

Overview: Start-up service company that specializes in sterilization of medical devices and equipment seeking greenfield shovel-ready site. Initial site visit expected within the next two months and proposed final decision to be made by Q2 2022.

Shortlisted: Project Avocado Toaster

- Submitted on: 07/20/2021
- Capital Investment: Approximately \$140 million in two phases: \$75-\$100 million in phase 1 and \$30-40 million in phase 2.
- Job Creation: 250 jobs created

- Average Wages: unknown
- NAICS: 423440
- Proposed Sites:
 - North Industrial Park, Lot 3: 25 Acres
 - North Industrial Park, Lot 4: 13.16 Acres

Overview: This project is for a cooking equipment manufacturer.

SALES TAX STATE COLLECTION RGV COMPARISON - JANUARY 2022

Valley Rank	City	Net Payment This Period	Payment Prior Year	% Change	2021 Payments To Date	2020 Payments To Date	% Change
Rank Based on Current Month Activity							
1	Mercedes	\$ 697,919	\$ 495,384	41%	\$ 697,919	\$ 495,384	41%
2	McAllen	\$ 7,739,829	\$ 5,741,368	35%	\$ 7,739,829	\$ 5,741,368	35%
3	Brownsville	\$ 4,810,162	\$ 3,640,524	32%	\$ 4,810,162	\$ 3,640,524	32%
4	Mission	\$ 1,942,066	\$ 1,517,095	28%	\$ 1,942,066	\$ 1,517,095	28%
5	South Padre Island	\$ 293,743	\$ 234,603	25%	\$ 293,743	\$ 234,603	25%
6	Edinburg	\$ 2,822,432	\$ 2,264,020	25%	\$ 2,822,432	\$ 2,264,020	25%
7	Weslaco	\$ 1,495,631	\$ 1,202,011	24%	\$ 1,495,631	\$ 1,202,011	24%
8	Pharr	\$ 2,262,597	\$ 1,866,531	21%	\$ 2,262,597	\$ 1,866,531	21%
9	Harlingen	\$ 2,577,495	\$ 2,169,332	19%	\$ 2,577,495	\$ 2,169,332	19%

Rank Based on Calendar Year 2021 To Date Activity							
1	Mercedes	\$ 697,919	\$ 495,384	41%	\$ 697,919	\$ 495,384	41%
2	McAllen	\$ 7,739,829	\$ 5,741,368	35%	\$ 7,739,829	\$ 5,741,368	35%
3	Brownsville	\$ 4,810,162	\$ 3,640,524	32%	\$ 4,810,162	\$ 3,640,524	32%
4	Mission	\$ 1,942,066	\$ 1,517,095	28%	\$ 1,942,066	\$ 1,517,095	28%
5	South Padre Island	\$ 293,743	\$ 234,603	25%	\$ 293,743	\$ 234,603	25%
6	Edinburg	\$ 2,822,432	\$ 2,264,020	25%	\$ 2,822,432	\$ 2,264,020	25%
7	Weslaco	\$ 1,495,631	\$ 1,202,011	24%	\$ 1,495,631	\$ 1,202,011	24%
8	Pharr	\$ 2,262,597	\$ 1,866,531	21%	\$ 2,262,597	\$ 1,866,531	21%
9	Harlingen	\$ 2,577,495	\$ 2,169,332	19%	\$ 2,577,495	\$ 2,169,332	19%

RGV AVERAGES	\$ 2,737,986	\$ 2,125,652	29%	\$ 2,737,986	\$ 2,125,652	29%
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STATE TOTALS	\$ 634,913,049	\$ 505,562,038	26%	\$ 634,913,049	\$ 505,562,038	26%
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EEDC Portion (25%)	\$ 705,607.91
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Prepared by: Dagoberto Soto Jr., Director of Finance

Date: 01/12/2022

Edinburg Economic Development Corporation

Meeting Date: January 25, 2022

S.P.A.R.C. 4.0 Report

1. Agenda Item:

S.P.A.R.C. 4.0 Report

2. Description/Scope:

Blanca Davila, Director of Economic Development will present an update to the board regarding S.P.A.R.C. Home Based Business Program and Facade Improvement Program.

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: January 25, 2022

Consider excusing absence of Secretary Dan Diaz for
November 30, 2021 meeting.

1. Agenda Item:

Consider excusing absence of Secretary Dan Diaz for November 30, 2021 meeting.

2. Description/Scope:

Regular attendance of the Board meetings is required of all members. As per bylaws, the following number of absences shall constitute the need for replacement of a member: three (3) consecutive absences, or attendance reflecting absences constituting 50% of the meetings over a 12-month period.

Excused absences are to be requested to the Board President to include in the agenda.

Secretary Dan Diaz requested an excuse of absence on December 1, 2021 for the November 30, 2021 meeting.

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: January 25, 2022

Consider approval of minutes for board meeting November 30, 2021.

1. Agenda Item:

Consider approval of minutes for board meeting November 30, 2021.

2. Description/Scope:

Board meeting minutes are reviewed and approved on a monthly basis.

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

Attachment A: November 30, 2021 EDC Minutes

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



MINUTES OF THE
EDINBURG ECONOMIC DEVELOPMENT
CORPORATION BOARD OF DIRECTORS

LOCATION:

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

**NOVEMBER 30, 2021
4:00 PM**

PRESENT: Hiren Govind, President
 Roland Gomez, Vice President
 Aaron “Ronny” Rivera, Treasurer
 Sabrina Walker-Hernandez, Director
 Veronica Gonzales, Director
 Raul Resendez, Director

ABSENT: Daniel “Dan” Diaz, Secretary

STAFF: Ron Garza, City Manager
 Brian Kelsey, Assistant City Manager/EDD
 Blanca Davila, EDD Director
 Omar Ochoa, City Attorney
 Leticia Pantoja, EDD Management Analyst
 Nidian Elizondo, EDD Coordinator
 Carlos Garza, EDD Coordinator
 Cris Villarreal, CPA

PUBLIC:

1. CALL TO ORDER, ESTABLISH QUORUM

President, Hiren Govind, called the meeting to order at 4:02 PM.

EDD Director, Blanca Davila, proceeded to roll call and established quorum.

Secretary Dan Diaz was absent.

2. CERTIFICATION OF PUBLIC NOTICE

EDD Director, Blanca Davila, confirmed the public notice was posted in accordance with the Texas Open Meetings Act, on November 24, 2021 at 10:50 AM.

3. PUBLIC COMMENTS

A specific portion of the meeting shall be dedicated to allow Public Comments which will be limited to three (3) minutes. Because of the State of Emergency due to the COVID-19 Pandemic, public comments 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 the 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.

There were no public comments.

4. DIRECTOR'S REPORT

Blanca Davila, EDD Director, provided an update on the Commercial & Investment Tour. The tour was hosted in partnership with RGV Partnership and Coldwell Banker Commercial RGV on Tuesday, November 9, 2021 at 9:00 AM at the Council Chambers for investors, developers, engineers, realtors, and industry leaders. The City highlighted Edinburg's smart growth via a bus tour. There was between 40-50 attendees. RGV Tours was thanked for their partnership in sponsoring the bus for the tour. Out of cities with 100,000 or more residents, Edinburg is the 12th fastest growing in the country and the 6th fastest growing in the state of Texas.

The EDC has two active projects including Siddons-Martin Emergency Group and Jett Media. These two projects are in the process of closing in November 2021. MVLE Enterprises – RGV Tours' project has closed and put up a coming soon sign in the

North Industrial Park. RGV Tours will celebrate its 15-year anniversary soon and is hoping to celebrate in Edinburg, TX.

Economic Development staff are currently working with 24 prospects for expansions, relocations or new businesses. The list of prospects is ongoing and staff are continuously communicating with different companies across the RGV and Texas.

Economic Development staff are revamping the Business Retention and Expansion Program. BREaching out will consist of weekly meetings to focus on the retention and expansion of businesses in Edinburg. Economic Development staff will visit, call, and email businesses to learn about their business, areas of opportunities and challenges, and strengthen relationships. Staff are looking at the SPARC recipients and BRE lists including manufacturing, produce, or information technology companies to meet with and share a survey. Findings will provide guidance to staff to address the issues, provide resources, and assist in expansions if identified.

Retail Development follow-ups will take place at ICSC Las Vegas. Economic Development staff made contact with retailers resulting from retail match outreach identified by Buxton Co early 2021. Several in-person follow-ups are scheduled at the ICSC Conference. Staff will email an itinerary with more details to the board. Coldwell Banker Commercial RGV is assisting staff in securing meetings with prospects for the ICSC Conference.

The contract between Development Counsellors International (DCI) and the Edinburg EDC ended November 30, 2021. The scope of work they were required to do was to complete the EDC website, translate the website in Spanish, complete videos, and deliver a pitch presentation. The pitch presentation will be used at the ISCS Conference as it includes different highlights of the Edinburg EDC and the City. Economic Development staff update the website on a weekly basis to include data points, programs, press releases, and pertinent information. The Edinburg EDC website is live.

Treasurer, Aaron Rivera, inquired whether there is information regarding website traffic. Economic Development staff is working with the IT Department to obtain access to Google Analytics to provide a report on which pages are getting more hits and identify what we can do to attract more traffic.

President, Hiren Govind asked Economic Development staff for an evaluation of the process and outcome of launching the Edinburg EDC website. Mrs. Davila stated DCI delivered all items they were tasked to complete in a prompt manner. DCI hosted focus groups with the business community and took all information identified and incorporated into the website. Assistant City Manager, Brian Kelsey, added the EDC got a good value for the contract amount. The transition for staff to update the website is simple as staff has experience in working with WordPress and can update content

promptly.

Economic Development staff are working to launch a newsletter in December 2021. The Stay in the Know with Edinburg newsletter will include featured economic development news, announcements, data, statistics, and other pertinent information for the business community. Individuals can sign up for the newsletter on the Edinburg EDC website.

The Home Based and Façade Programs will be launched in January 2022. Economic Development staff is working with leadership to establish guidelines around the two programs. The Home Based Program will consist of a grant that will assist with relief funds and capacity building due to the COVID-19 pandemic. The Facade Program will help fund improvement projects that will revitalize the City of Edinburg Downtown area.

Economic Development staff is working on procuring service providers for improvements to the Edinburg EDC building located at 1710 S. 28th Ave. Edinburg, Texas. Improvements include roof and A/C repair, lighting, and other minor repairs throughout the building. Staff is meeting with existing tenants to renew lease agreements. Coldwell Banker Commercial RGV is working with staff to market available office space.

In reference to the Commercial & Investment Tour, Director Veronica Gonzales, commended staff for the success of the Commercial & Investment Tour. The bus tour was impactful and had a wide array of people on the bus. Regarding the website, Ms. Gonzales stated videos added to the EDC website can be added to the Edinburg Chamber of Commerce's website and vice versa. This will allow websites to direct to each other. City Manager, Ron Garza, mentioned as part of the City's funding agreement with the Chamber, additional funds were added to expand on the video vignette program the Chamber is doing. The City and Chamber will work together to expand on this, which will also mesh into Economic Development. Mr. Govind agreed with Director Veronica Gonzales' comments and stated he was surprised with the participation and number of attendees on the bus tour.

The bus tour highlighted some of the bond projects the City is working on. Mr. Garza provided a status update on the projects. The construction on the McIntyre Courtyard is complete. The total project cost for construction and equipment was \$160,000. City staff will create a memo listing all the budget line items for the project. The Edinburg EDC's portion is \$79,650.

There are two Edinburg EDC funded projects in construction. The Beethoven Park's construction has been delayed as a live marked underground electrical cable was found. This has been removed and the park will have a ribbon cutting in late January 2022. The El Tule Recreation Center is in construction phase. This is slated to be

complete in summer of 2022.

The Capable Kids Cove project is in the final portion of the design phase. This was \$1.6M dollars for projects; \$600,000 went to the Beethoven Park and \$1M went to the Capable Kids Cove. The Capable Kids Cove project will break ground in March 2022.

The City solicited architectural services for the Parking Garage project. City staff will rank and score the bids received to select an architectural firm for City Council consideration. The parking garage is funded at \$10M; \$8M from the City and \$2M from the Edinburg EDC. Mr. Rivera inquired on the estimated completion date for the parking garage. The parking garage is slated to be completed between a year and a half to two years.

The Arts, Culture, and Events Center (ACE) was \$14M total; \$7M funded from the City and \$7M funded by the Edinburg EDC. This project is in the design phase. The ACE building will be a 40,000 sq. ft. building that will serve as an events center and multi-use cultural arts capacity building. The final scope of the design will be completed by March 2022. The ACE building project will break ground in late July 2022. It will be a one-year construction project.

The \$1.6M Workforce Resource Center is still in the planning. The City is waiting for an industry opportunity to present itself to marry the resource center.

Director, Raul Resendez, inquired whether the ICSC Conference in Las Vegas is the only source of EDC attraction in terms of acquisition of major companies to bring to Edinburg. Mr. Kelsey stated there are four sources that can be used for attraction. The first source is trade show industry events. There are logistics, transportation, and various types of other conferences. As events come up, staff will recommend attendance to board members and staff. The second source is research oriented in terms of looking at the market and identify industry sectors that fit into then look at Texas based or out of state large companies interested in expanding. The third source is through the hired broker. The fourth source is through random contacts or calls of inquiries.

Another source is the Requests for Information (RFI) from the Economic Development & Tourism of the Office of Governor Greg Abbott. These requests for information are received and typically, within 48 hours, Economic Development staff will turnaround with a proposal. The RFI's are typically large projects in search of large existing warehouse space.

Mr. Resendez referenced the City of Taylor, Texas being announced as a site for, and inquired whether staff knew about this opportunity as he believes Edinburg has more to offer. Mr. Kelsey mentioned Edinburg would not be as competitive as Taylor in expanding in the Tech market. Edinburg will look for opportunities in industries that have a niche presence in the City.

Mr. Resendez inquired on where the alignment with UTRGV is in terms of resources and human power. Until we have the human resource, it is a lost cause. Mr. Kelsey stated it has to start small and be organic. Projects with smaller job creation is worth the effort as we never know how fast it will grow.

Mrs. Gonzales mentioned UTRGV professors have the expertise in various industries. UTRGV professors can be made available if needed for a meeting with a prospect. Mrs. Gonzales added Edinburg has to establish a niche. Mr. Resendez mentioned he believes it comes down to the human resource and workforce. The challenge is the workforce capacity of the community. Mr. Garza added the workforce and niche can be done at the same time.

5. REGULAR AGENDA ITEMS

A. Consider excusing absence of Director Sabrina Walker Hernandez for October 26, 2021 meeting.

**MOTION TO APPROVE
EXCUSING ABSENCE OF
DIRECTOR SABRINA
WALKER HERNANDEZ FOR
OCTOBER 26, 2021 MEETING
WAS MADE BY DIRECTOR
VERONICA GONZALES AND
SECONDED BY VICE
PRESIDENT ROLAND GOMEZ.
MOTION CARRIED WITH ONE
ABSTENTION FROM
DIRECTOR SABRINA
WALKER HERNANDEZ.**

B. Consider approval of minutes for board meeting October 26, 2021.

**MOTION TO APPROVE
MINUTES FOR BOARD
MEETING OCTOBER 26, 2021
WAS MADE BY DIRECTOR
VERONICA GONZALES AND
SECONDED BY DIRECTOR
RAUL RESENDEZ. MOTION
CARRIED UNANIMOUSLY.**

C. Consider approval of Fiscal Year 2021 end of year budget.

Cris Villarreal, CPA, presented the Statement of Cash Receipts, Disbursements, and Cash Balances – Unrestricted Cash for the period ending Fiscal Year 2021. A total of \$1,234,400 was collected in cash receipts and \$1,462,776 in cash disbursements for September 2021.

There was a total of \$9,264,005 collected in cash receipts for year-to-date actual. This included \$7,433,286 in 1/2 Cent Sales Tax Revenue; \$92,056 in lease payments; \$1,120,635 in Sale of Property and Other Revenue; \$9,841 Investment Interest; and \$23,015,000 in New Bonds Received. Thirteen million and ten thousand dollars went toward paying the Santana Refund Bond; \$9,389,753 was for Transfer in Restricted Accounts, net; and \$7,060 was for Interest Earned in Restricted Funds.

There was a net increase of \$2,145,540 in unrestricted cash for the year to date actual. The ending unrestricted cash balance was \$7,582,743 as of September 30, 2021.

A comparative monthly sales tax revenues – accrual basis – supplemental information was presented to compare fiscal year ending 2019, 2020, and 2021. There was \$7,620,888 earned in fiscal year 2021 and \$6,590,308 earned in fiscal year 2020. There was a 16% growth.

A Statement of Net Assets – Supplemental Information was presented, which included \$51,804,574.21 in total assets and \$38,089,348.00 in total liabilities, with a net equity of \$51,804,574.21.

Mrs. Gonzales, inquired how the City of Edinburg compares to other cities of the same size in terms of assets and liabilities. Mr. Kelsey stated the Texas Comptroller has information available in terms of budgeting for other Cities. Economic Development staff can research information by submitting public information requests. Mrs. Gonzales recommended it is important for the Edinburg EDC to know how its budget line items compare to other cities. Mr. Villarreal added another simple way to benchmark is to compare the \$7,582,743.24 of operating cash to the \$2,385,496.00 of current liabilities to show liquidity.

The Accounts Receivable A/R Aging Summary – Supplemental Information as of September 30, 2021 was presented including the receivables from City of Edinburg half-cent sales tax, NUCO Tool, and Santana Textiles interest accumulation.

The Accounts Payable A/P Aging Summary – Supplemental Information includes two payments that were invoiced before September 30, 2021 and were

paid until after October 1, 2021. This is for the City of Edinburg Administrative Services and payment for Oceangate Investments, LLC.

**MOTION TO APPROVE
FISCAL YEAR 2021 END OF
YEAR BUDGET WAS MADE BY
TREASURER AARON RIVERA
AND SECONDED BY
DIRECTOR VERONICA
GONZALES. MOTION
CARRIED UNANIMOUSLY.**

D. Consider approval of resolution supporting the Midtown District Development Board and appointment of two persons to serve as members of the Board.

The Midtown District Development Board will consist of representatives appointed by organizers to plan the Midtown District Development and ultimately to provide recommended action to the Edinburg Economic Development Corporation Board to facilitate the development of the Midtown District.

Mr. Garza indicated this is a multi-collaboration between the EDC, City, UTRGV, and ECISD. The advisory board will continue to shape the scope and direction of the Midtown District. Adopting the resolution and appointment of two persons to serve as members will serve as the model of support. Each participating entity will adopt the resolution of support of the Midtown District Development Board. UTRGV has a different governance model and has provided a letter of support.

Mrs. Gonzales stated she will abstain from voting on the item and added there is a lot of potential for what the advisory board can do for the Midtown District from an economic development standpoint.

Vice President, Roland Gomez, inquired whether there is an inter-local agreement among all parties involved. There is no inter-local agreement as the resolution is the first step to committing to move forward as a group. Once there is property transactions involved, each transaction will be considered independently. The advisory board will have no other authority than to shape the scope of moving forward. The governing bodies will approve any items.

Mr. Kelsey stated staff would project manage the advisory board and recommended the board members appointed have particular interest in serving as an advisory to the project management of the Midtown District.

Mr. Govind recommended Director Raul Resendez serve on the board as he has

experience with education and universities. Mr. Govind stated he would like to continue serving on the advisory board meeting. Mr. Resendez accepted the nomination.

For record, Director Veronica Gonzales, abstained from voting on this item. City Attorney, Omar Ochoa, clarified abstention is not a requirement as UTRGV higher education is included in the Edinburg EDC bylaws.

**MOTION TO APPROVE
RESOLUTION SUPPORTING
THE MIDTOWN DISTRICT
DEVELOPMENT BOARD WAS
MADE BY VICE PRESIDENT
ROLAND GOMEZ AND
SECONDED BY TREASURER
AARON RIVERA. MOTION
CARRIED WITH ONE
ABSTENTION BY DIRECTOR
VERONICA GONZALES.**

**MOTION TO NOMINATE
RAUL RESENDEZ AND HIREN
GOVIND TO SERVE AS
MEMBERS OF THE BOARD
WAS MADE BY TREASURER
AARON RIVERA AND
SECONDED BY VICE
PRESIDENT ROLAND GOMEZ.
MOTION CARRIED WITH ONE
ABSTENTION BY DIRECTOR
VERONICA GONZALES.**

**E. Discussion and possible action on MK7 Properties, LLC Real Estate Lien
Note on the east 3.00 acres of Lot 1, North Industrial Park.**

Mr. Kelsey stated the EDC entered into an agreement with MK7 Properties LLC in October 2019. This is for a portion of Lot 1 in the North Industrial Park. MK7 agreed to purchase the property from the EEDC for \$237,000 pursuant to the terms of a real estate lien note, which stipulated that the EEDC would forgive the \$237,000 owed if MK7 met three requirements: 1. Constructed a warehouse of at least 20,000 square feet with a total investment of at least \$900,000 to be completed on or before October 29, 2020. 2. Remained in business on the Property through October 29, 2025. 3. Remained the sole owner of the Property through October 29, 2029.

MK7 did not construct the warehouse by the October 2020 deadline and therefore now owes the EEDC the payment of \$237,000, pursuant to the note. MK7 is requesting that the property revert to the EEDC instead of making the payment.

Mr. Ochoa stated the release agreement seeks to unwind the real estate lien note. There was a deed signed conveying property to MK7 Properties LLC. If deed was filed, conveyance documents would need to be executed to revert property back to the EDC. The agreement makes it clear the property will be reverted to the EDC.

Mrs. Gonzales inquired whether the property has increased or decreased in value since then. Mr. Kelsey stated that question can be answered in executive session.

Economic Development staff is recommending approval to resolve the amount owed under the note by accepting conveyance of the Property pursuant to the terms of the agreement. Staff has met with MK7 Properties, LLC to discuss alternative locations for their project if they choose to move forward with it.

Mr. Govind inquired whether MK7 Properties LLC has paid property taxes on the property. Mr. Ochoa stated he believes they did not as it depends if deed was ever filed. If property taxes are owed, the agreement includes an identification provision for MK7's responsibility.

Mr. Resendez inquired whether any incentives were offered early on that would result in a loss for the Edinburg EDC. Mr. Kelsey clarified the incentive was the forgivable loan and no other incentives were offered that staff is aware of.

**MOTION TO APPROVE
RELEASE AGREEMENT
BETWEEN EDINBURG
ECONOMIC DEVELOPMENT
CORPORATION; MK7
PROPERTIES, LLC; AND
MITCHELL KILLION WAS
MADE BY VICE PRESIDENT
ROLAND GOMEZ AND
SECONDED BY DIRECTOR
VERONICA GONZALES.
MOTION CARRIED
UNANIMOUSLY.**

6. 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).
- C. Discussion and possible action regarding pending litigation. (§551. 071. Consultation with Attorney; Closed Meeting).
- D. Discussion and possible action regarding contemplated litigation. (§551.071. Consultation with Attorney; Closed Meeting).

The EDC board entered Executive Session at 5:03 PM.

**MOTION TO ENTER
EXECUTIVE SESSION WAS
MADE BY DIRECTOR
VERONICA GONZALES AND
SECONDED BY VICE
PRESIDENT ROLAND GOMEZ
AT 5:03 PM. MOTION
CARRIED UNANIMOUSLY.**

During further review of the items in Executive Session, any of the items will be brought back into Open Session if necessary, for open discussion.

7. OPEN SESSION

The EEDC will convene in Open Session to take necessary action, if any, in accordance with Chapter 511, Open meetings, Subchapter E, Procedures Relating to Closed Meeting §551.102, Requirement to Vote or Take Final Action in Open Meeting.

The EDC board reconvened for open session at 5:41 PM.

**MOTION TO OPEN SESSION
WAS MADE BY VICE
PRESIDENT ROLAND GOMEZ
AND SECONDED BY
DIRECTOR VERONICA
GONZALES AT 5:41 PM.
MOTION CARRIED
UNANIMOUSLY.**

**MOTION TO AUTHORIZE
STAFF TO NEGOTIATE AND
ENTER INTO A REAL ESTATE
PURCHASING AGREEMENT
ON THE TERMS DISCUSSED
IN EXECUTIVE SESSION WAS
MADE BY VICE PRESIDENT
ROLAND GOMEZ AND
SECONDED BY TREASURER
AARON RIVERA. MOTION
CARRIED UNANIMOUSLY.**

8. ADJOURNMENT

There being no further business to consider, the meeting adjourned at 5:42 PM.

**MOTION TO ADJOURN
MEETING WAS MADE BY
VICE PRESIDENT ROLAND
GOMEZ AT 5:42 PM. MOTION
CARRIED UNANIMOUSLY.**

Leticia Pantoja

Digitally signed by Leticia
Pantoja
Date: 2022.01.21 17:28:36
-06'00'

Minutes Transcribed by: Leticia Pantoja

Edinburg Economic Development Corporation

Meeting Date: January 25, 2022

Consider approval of sponsorship for Edinburg Chamber of Commerce's 53rd Annual Fiesta Edinburg event for the amount of \$15,000.

1. Agenda Item:

Consider approval of sponsorship for Edinburg Chamber of Commerce's 53rd Annual Fiesta Edinburg event for the amount of \$15,000.

2. Description/Scope:

The Edinburg Chamber of Commerce is requesting the Edinburg EDC participate as a Pachanga Partner by sponsoring \$15,000.

Fiesta Edinburg will take place at H.E.B. Park in Edinburg. Major attractions include the Heart of America Carnival, regional food, arts and crafts vendors, plus top-notch entertainment on both Friday and Saturday night. The festival draws a large crowd, attracting more than 5,000.

3. Estimated Timeline:

Fiesta Edinburg will be hosted February 24-27, 2022

4. Budget:

The request is for \$15,000. Sponsorships & Donations line item is included in the FY 2022 budget.

5. Procurement/Selection Process:

N/A

6. Staff's Recommendation:

Staff recommends approval.

7. Justification:

The Edinburg EDC has previously supported Edinburg Chamber of Commerce with sponsorships. Fiesta Edinburg is a quality of life event for the community to participate in celebrating for more than 50 years.

Blanca Davila

Director of Economic Development

ATTACHMENTS

Attachment A: 2022 Fiesta Edinburg Sponsorship Package

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



PRESENTED BY:



Dear Fiesta Sponsor,

The Edinburg Chamber of Commerce is proud to introduce the 53rd Annual Fiesta Edinburg! Fiesta Edinburg has been giving people a reason to celebrate the All-America City of Edinburg. Besides being a fun, family-oriented festival, Fiesta Edinburg provides an opportunity for friends and family to enjoy an important moment in our history, celebrating Edinburg as the home of the county seat. We are proud to say Fiesta Edinburg will be moving the festival to the new beautiful H-E-B Park in Edinburg! Our city will be the place to be to enjoy quality, live entertainment, food, vendors and the Heart of America Carnival.

Fiesta Edinburg averages more than 10,000 people in attendance each year. With your support, Fiesta will expect to draw an even larger crowd in 2022 with added events and attractions. As a corporate sponsor, we are encouraging you to take advantage of Fiesta's crowd-drawing power and market your business or organization. Your participation in Fiesta Edinburg 2022 is a mutually beneficial partnership with the Edinburg Chamber of Commerce.

Thank you, and the many businesses and individuals who partner with the Edinburg Chamber of Commerce to put on a wonderful quality of life event for our community. We encourage all citizens, businesses and visitors to attend Fiesta Edinburg; it is indeed a memorable experience. On behalf of the entire Edinburg Chamber of Commerce Board, Chamber Staff and the residents of Edinburg, we thank you for your dedication and commitment to your Chamber and our community. If you would like any more information on our partnership or would like a customized package for your business, please call our Executive Director, Ronnie Larralde at 956-383-4974.

Sincerely,



Michael Williamson
Texas National Bank

Edinburg Chamber
Board President



Marsha Green
Bert Ogden Auto Group

Edinburg Chamber
V.P. of Special Events



\$20,000 PACHANGA TITLE SPONSOR

- Official Fiesta Edinburg sponsor on all printed material and media releases and announcements.
- Inclusion in ALL advertising materials.
- Thank you Ad in the Edinburg Chamber E-newsletter and Press Releases
- "Big Check" Presentation, photo and press release
- Company recognition during Fiesta Edinburg press conference
- Logo on Fiesta Edinburg t-shirts
- 3-month recognition on chamber digital board
- Inclusion in all radio campaigns, promotions, commercials, and live remotes
- Year 'round promotion on chamber website
- Business name will be mentioned on site during festival
- 20x20 booth (includes tent, table and 2 chairs) for exhibitor opportunity
- Prominent placement of company logo or business name on grounds (provided by sponsor and approved by the Chamber)
- Recognition on all social media platforms, which combined reaches over 18,000 followers.
- First right of refusal as the exclusive sponsor for Fiesta Edinburg annually
- No competitive Sponsor
- 2 V.I.P tables at concert and lounge access (Two Days)
- 20 complimentary t-shirts
- FREE live remote with participating radio station



\$10,000 SOMBRERO SPONSOR

- Inclusion in ALL advertising materials and logo on event poster.
- Company name listed in Thank you Ad inside the Edinburg
- Chamber E-newsletter and press releases
- "Big Check" Presentation, photo and mention in press release
- Company recognition during press conference.
- Logo on Fiesta Edinburg T- Shirts
- 3-month Recognition on Chamber Digital Board
- Year 'round promotion on chamber website
- Business name will be mentioned on site during festival
- 10x10 booth for exhibitor opportunity
- Prominent placement of company logo or business name on grounds such as signs, banners (to be provided by sponsor and approved by the Chamber)
- One free entry of commercial float or vehicle in Fiesta Edinburg Parade
- Recognition on all social media platforms, which combined reaches over 18,000 followers.
- 1 V.I.P table at concert and lounge access (Two Day)
- 10 complimentary t- shirts

\$3,000 Tardeada Sponsor

- Inclusion in ALL advertising materials and logo on event poster.
- Thank you Ad in the Edinburg Chamber E-newsletter and Press Releases
- "Big Check" Presentation, photo and mention in press release
- 3-month Recognition on Chamber Digital Board
- Prominent placement of company logo or business name on stage on Festival grounds such as sign and banner (to be provided by the sponsor and approved by the chamber)
- Business name will be mentioned on site during festival
- 10x10 booth for exhibitor opportunity
- Recognition on all social media platforms, which combined reaches over 18,000 followers.
- 4 complimentary t-shirts
- 4 complimentary V.I.P table tickets and lounge access (Two Day)



\$1,000 PARILLADA SPONSOR

- Inclusion in newspaper placement and event poster
- Company name in newspaper ads, company named listed in thank you advertisement inside the Edinburg Chamber E-newsletter, plus mention in press releases
- "Big Check" Presentation, photo and mention in press release
- Prominent placement of company logo or business name on Festival grounds such as sign and banner (to be provided by the sponsor and approved by the Chamber)
- Business name will be mentioned on site during festival
- Recognition on all social media platforms, which combined reaches over 18,000 followers.
- 5 complimentary concert tickets and lounge access (One Day)

\$500 PIÑATA SPONSOR

- Inclusion in press releases
- Company name in newspaper ads, company named listed in thank you advertisement inside the Edinburg Chamber E-newsletter, plus mention in press releases
- Business name will be mentioned on site during festival
- Recognition on all social media platforms, which combined reaches over 18,000 followers.
- 3 complimentary concert tickets and lounge access (One Day)

We thank you, and the many businesses and individuals who partner with the Edinburg Chamber of Commerce to put on a wonderful quality of life event for our community.

On behalf of the entire Edinburg Chamber of Commerce Board, Chamber Staff and the residents of Edinburg, we thank you for your dedication and commitment to your Chamber and our community.

Please submit your completed form to
information@edinburg.com.

**For further assistance please contact
the Edinburg Chamber of Commerce**

Information@edinburg.com
602 W. University, Dr, Edinburg, TX
O: (956) 383-4974
F: (956) 383-6942



BASIC INFORMATION

Company Name:

Contact Name:

Title:

Street Address:

City:

State:

Zip Code:

Phone Number:

E-mail:



LEVEL OF PARTICIPATION

☐ Pachanga Title Sponsor - \$20,000 — **SOLD**

☐ Parillada Sponsor - \$1,000

☐ Sombrero Sponsor - \$10,000

☐ Pinata Sponsor - \$500

☐ Tardeada Sponsor - \$3,000

COMPANY AUTHORIZED SIGNATURE:



BILLING INFORMATION

Payment Type: ☐ Credit Card ☐ Cash ☐ Check ☐ Send Invoice ☐ Other

Credit Card Number:

☐ Visa

☐ AMEX

☐ MC

Name on Credit Card:

Expiration Date:

/

CVV #:

Zip Code:

Authorized Signature:

Date:

Edinburg Economic Development Corporation

Meeting Date: January 25, 2022

Consider approval of term waiver for incentive payments to TP UT RGV, LLC, due to experienced hardship resulting from the COVID-19 pandemic and declared state of disaster.

1. Agenda Item:

Consider approval of term waiver for incentive payments to TP UT RGV, LLC, due to experienced hardship resulting from the COVID-19 pandemic and declared state of disaster.

2. Description/Scope:

On January 21, 2019, the EEDC agreed to contribute up to \$150,000.00 in financial incentives, paid for through sales tax revenue, to TP UT RGV, LLC, for site improvements and employment of 50 full-time employees in each of two locations:

Location 1: Taco Palenque: 1414 W. University Dr., Edinburg Texas 78539

Location 2: Palenque Grill: The Shoppes at RGV, Lot 11 Edinburg Texas 78539

The agreement stipulated three annual payments of \$25,000 for each location after certain conditions were met.

Location 1

The first installment of \$25,000.00 was paid on October 25, 2019, upon issuance of the Certificate of Occupancy on September 20, 2019. The second installment of \$25,000 was paid on March 12, 2021, after TP UT RGV was approved a waiver by the EDC Board and City Council waiving the 50 full-time employee condition due to experienced hardship resulting from COVID-19.

TP UT RGV, LLC is requesting a waiver for the third and final installment for Location 1. The company has not met the 50 employee condition of the contract. Reportedly due to the continuous hardship of the COVID-19 pandemic and the declared state of disaster, the company has been unable to recover and operate its third employee shift.

Location 2

The first installment of \$25,000.00 was paid on January 17, 2020, upon issuance of the Certificate of Occupancy on December 17, 2019. The second installment of \$25,000 was paid on March 12, 2021 upon having met conditions of the contract for this location. TP UT RGV, LLC has met conditions of the contract for this location as they have provided documentation of 50 full-time employees.

3. Estimated Timeline:

N/A

4. Budget:

The incentive payments of \$25,000 for each location were budgeted in the FY 2022 budget.

Fund/Division/Source: 450-8000-611808 TP UTRGV LLC.

5. Procurement/Selection Process:

N/A

6. Staff's Recommendation:

Staff recommends approval of the \$25,000 payment for each location.

7. Justification:

Given the ongoing challenges related to operating a restaurant in the COVID-19 environment, staff recommends approving payments for Location 1 and Location 2.

Blanca Davila
Director of Economic Development

ATTACHMENTS

Attachment A: 2019-01-21 Dev Agreement TP UT RGV Executed

Attachment B: Compliance Form

Attachment C: TP UT RGV Presentation

Attachment D: TP UT RGV Taco Palenque Employee Report

Attachment E: TP UT RGV Palenque Grill Employee Report

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

STATE OF TEXAS § DEVELOPMENT AGREEMENT BETWEEN
COUNTY OF HIDALGO § EDINBURG ECONOMIC DEVELOPMENT
CITY OF EDINBURG § CORPORATION AND TP UT RGV, LLC

This Development Agreement is made 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 TP UT RGV, LLC whose business is located at 6999 McPhearson Rd. Ste 328, Laredo, TX 78041.

RECITALS

WHEREAS, the EEDC seeks to provide economic incentives to TP UT RGV, LLC, a restaurant/food service establishment whose corporate address is 6999 McPhearson Rd. Ste 328, Laredo, TX 78041; and

WHEREAS, TP UT RGV, LLC endeavors to make substantial improvements at its two project locations: the first location, a Taco Palenque restaurant, to be constructed at 1414 W. University Dr., Edinburg, TX, 78539, which including the cost of the land, the construction of the necessary infrastructure, and the construction of the restaurant at the first location, shall result in an investment amount of approximately THREE MILLION SIX HUNDRED THOUSAND AND 00/100^{THS} (\$3,600,000.00), and, the second location, a Palenque Grill restaurant, to be constructed at The Shoppes at RGV, Lot 11, Edinburg, TX 78539 which including the cost of the land, the construction of the necessary infrastructure, and the construction of the restaurant at the second location, shall result in an investment amount of approximately FOUR MILLION SIX HUNDRED THOUSAND AND 00/100^{THS} (\$4,600,000.00) (hereinafter "Sites")

WHEREAS, TP UT RGV, LLC by the efforts described herein is making a significant investment in the City of Edinburg; and,

WHEREAS, TP UT RGV, LLC is also providing significant employment opportunities for residents of the City of Edinburg, Texas; and

WHEREAS, TP UT RGV, LLC is seeking economic incentives from the EEDC in the amount of ONE HUNDRED FIFTY THOUSAND AND 00/100^{THS} DOLLARS (\$150,000.00) for certain site improvements being constructed by TP UT RGV, LLC, as part of the Development, including land acquisition, construction of building, signage, parking lot paving, infrastructure, outside lighting, and landscaping, as outlined on the construction budget attached hereto as Exhibit "A", (hereinafter collectively the "Site Improvements");

WHEREAS, on November 13, 2018, the board of directors of the EEDC approved the terms of this agreement and found that the Site Improvements are necessary for the development of new or expanded business enterprises in the City of Edinburg and agrees to contribute

economic incentives to TP UT RGV, LLC for said Site Improvements, up to the amount of ONE HUNDRED FIFTY THOUSAND AND 00/100THS DOLLARS (\$150,000.00); and

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and agreements set forth in this agreement, the EEDC and TP UT RGV, LLC have agreed and do hereby agree to the following:

SECTION I IMPROVEMENTS, FEES AND TERMS

- A. TP UT RGV, LLC agrees to complete the Site Improvements for the first location, a Taco Palenque restaurant, within twelve (12) months from the date of the execution of this agreement and agrees to complete the Site Improvements for the second location, a Palenque Grill restaurant, within fifteen (15) months from the date of the execution of this agreement. All Site Improvements are a portion of the work being completed as part of the two locations. The first location shall include construction of approximately 4400 sq.ft. Taco Palenque restaurant space, along with signage, parking lot paving, outside lighting, infrastructure, and landscaping as indicated in Exhibit "B" attached hereto. The second location shall include construction of approximately 7000 sq.ft. Palenque Grill restaurant space, along with signage, parking lot paving, outside lighting, infrastructure, and landscaping as indicated in Exhibit "B" attached hereto.
- B. TP UT RGV, LLC agrees and covenants that it will use commercially reasonable efforts to pursue the completion of the Site Improvements as good and valuable consideration for this agreement. TP UT RGV, LLC further covenants and agrees that all construction for the Site Improvements, will be in accordance with applicable federal, state and local laws and regulations, or valid waiver thereof.
- C. The EEDC shall reimburse TP UT RGV, LLC for a portion of the costs of the Site Improvements in an amount not to exceed ONE HUNDRED FIFTY THOUSAND AND 00/100THS DOLLARS (\$150,000.00). All costs of Site Improvements in excess of ONE HUNDRED FIFTY THOUSAND AND 00/100THS DOLLARS (\$150,000.00) shall be borne on TP UT RGV, LLC. Payments shall be made as set forth below.
- D. The EEDC shall reimburse TP UT RGV, LLC up to ONE HUNDRED FIFTY THOUSAND AND 00/100THS DOLLARS (\$150,000.00) for the cost of Site Improvements. Reimbursement by the EEDC to TP UT RGV, LLC for the Site Improvements shall be made based upon copies of receipts, invoices, and other evidence of actual costs incurred and paid as may be required by the EEDC and upon the timely completion of the Site Improvements. Payments shall be per location, as follows:
 - a. EEDC shall pay TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) upon the issuance of the Certificate of Occupancy for the first location, Taco Palenque restaurant, which must occur within twelve (12) months of the execution of this agreement. Thereafter, EEDC shall pay a second installment, for the first location, in the amount of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) on the first anniversary of the issuance of the Certificate of

Occupancy for the first location and the verification of fifty (50) full time employees at said location. Thereafter, EEDC shall pay a third installment, for the first location, in the amount of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) on the second anniversary of the issuance of the Certificate of Occupancy for the first location and the verification of fifty (50) full time employees at said location.

- b. EEDC shall pay TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) upon the issuance of the Certificate of Occupancy for the second location, Palenque Grill restaurant, which must occur within fifteen (15) months of the execution of this agreement. Thereafter, EEDC shall pay a second installment, for the second location, in the amount of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) on the first anniversary of the issuance of the Certificate of Occupancy for the second location and verification of fifty (50) full time employees at said location. Thereafter, EEDC shall pay a third installment, for the second location, in the amount of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) on the second anniversary of the issuance of the Certificate of Occupancy for the second location and verification of fifty (50) full time employees at said location.
- E. The maximum amount to be paid under this agreement shall be no more than \$50,000.00 in any 12 month period.
- F. If TP UT RGV, LLC fails to complete all requirements under this agreement, including the construction of both locations, within fifteen (15) months of the date of the execution of this agreement, TP UT RGV, LLC. agrees, and shall be required, to refund all payments made by EEDC under this agreement within thirty (30) days of any demand made.
- G. If TP UT RGV, LLC. permanently ceases to do business or sells either or both restaurants made the subject of this agreement within three (3) years of the last date of any payment made under this agreement, TP UT RGV, LLC shall reimburse EEDC for any and all payments made under this agreement within thirty (30) days of ceasing business or sale of the business or businesses, whichever event causes the reimbursement requirement.
- H. The construction of the Site Improvements is to be substantially complete on or before fifteen (15) months after the date of this agreement, provided that TP UT RGV, LLC shall have additional time to complete the construction of the Site Improvements, as may be required in the event of "force majeure", if TP UT RGV, LLC is diligently and faithfully pursuing completion of the Site Improvements. For this purpose "force majeure" shall mean an event beyond the reasonable control of TP UT RGV, LLC including, but not limited to, acts of God, earthquake, fire, explosion, war, civil insurrection, acts of the public enemy, act of civil or military authority, sabotage, terrorism, floods, lightning, hurricanes, tornadoes, severe snow storms or utility disruption, strikes, lockouts, major equipment failure or the failure of any major supplier to perform its obligations.

- I. TP UT RGV, LLC understands that all incentives agreed to by the EEDC, as set forth in this agreement, are subordinate to and subject to any outstanding bond agreements and/or obligations, as well as the availability of any funds for the incentives as described herein.

SECTION II RIGHT OF ACCESS

- A. TP UT RGV, LLC further agrees that the EEDC, its agents and employees, shall have reasonable right of access to the Sites in order to insure that the construction of the Site Improvements are in accordance with this agreement and with all applicable federal, state and local laws and regulations or valid waiver thereof. After completion of the Site Improvements the EEDC shall have the continuing right to inspect the Sites to insure that the Sites are thereafter maintained and operated in accordance with this agreement. The EEDC agrees to provide TP UT RGV, LLC with reasonable prior notice of any such access to or inspection of the Sites.

SECTION III INDEMNITY / THIRD PARTY CLAIMS

- A. It is understood and agreed between the parties that TP UT RGV, LLC in performing its obligations hereunder, is acting independently and the EEDC assumes no responsibility or liability in connection therewith to third parties and TP UT RGV, LLC agrees to indemnify and hold harmless the EEDC therefrom.

SECTION IV TERMINATION/DEFAULT

- A. This agreement may be terminated by the EEDC at its sole discretion and without prejudice to any other remedy to which it may be entitled at law or in equity or elsewhere under this agreement by giving written notice of termination to TP UT RGV, LLC if the latter shall:
- 1) Voluntarily file for bankruptcy protection or be adjudicated voluntary or involuntary bankrupt;
 - 2) Institute or suffer to be instituted any proceeding for a reorganization or rearrangement of its affairs;
 - 3) Make an assignment for the benefit of creditors;
 - 4) Become insolvent or have a receiver of its assets or property appointed;
 - 5) Allow any money judgment against it to remain unsatisfied for a period of thirty (30) days or longer; or
 - 6) Breach any of the terms or conditions of this agreement.

SECTION V
**ALTERNATE DISPUTE RESOLUTION/
NEUTRAL PARTY**

- A. Any controversy, claim or dispute between the parties arising out of or relating to the provisions of this agreement or the breach, termination or validity thereof shall, upon written request of either party, immediately be referred jointly for resolution of the controversy by mediation.
- B. The mediation must be concluded within any period mutually agreed upon by the parties but in no event no later than within forty-five (45) days after written notice is given by either party of its intent to proceed to mediation. Unless the parties expressly agree otherwise, each party shall bear its own costs, legal, expert fees, and mediator fees incurred in the mediation. If, after proceeding in good faith the parties, with the assistance of a mediator, do not resolve the dispute within the forty-five (45) day period, the parties may proceed in accordance with paragraph (C) below.
- C. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute, under the provisions as set forth herein.

SECTION VI
GENERAL TERMS

- A. Assignment. The parties shall not assign this agreement without the written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed.
- B. Successor and Assigns. This agreement shall bind and inure to the benefit of the respective parties and their respective permitted successors and assigns.
- C. Entire agreement. This agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this contract, and contains all of the covenants and agreements between the parties with respect to the subject matter. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not set forth in this contract, and that no agreement, statement, or promise not contained in this contract shall be valid or binding.
- D. Invalidity. 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 this agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- E. Further Assurances. The parties shall execute, acknowledge and deliver any and all such further agreements and instruments as the other party may reasonably request from time to time in order to give full effect to this agreement.
- F. Notice. All notices, requests, demands, and other communications required or permitted

to be given hereunder shall be in writing and shall be either personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, by facsimile with facsimile generated confirmation of receipt, or by private overnight courier service to the appropriate party at the address set forth below:

If to the EEDC,	to: Edinburg EDC 415 W. University Dr. Edinburg, Texas 78541 Attn: Joey Treviño
With a copy	to: Aaron I. Vela, Attorney at Law VELA Law Firm 200 E. Cano Edinburg, Texas 78539
If to TP UT RGV, LLC	to: TP UT RGV, LLC ATTN: Juan Francisco Ochoa 6999 McPhearson Rd. Ste 328 Laredo, TX 78041

or to such other address as either party may hereafter give notice of in accordance with the provisions hereof. Notices shall be deemed given on the earlier of the date actually received or the third business day after sending.

- G. Waiver. The waiver by either party of a breach of any provision of this agreement shall not operate or be construed as a continuing waiver of any subsequent breach by either party. No waiver by either party of any provision or condition to be performed shall be deemed a waiver of similar or dissimilar provisions or conditions at the same time or any prior or subsequent time.
- H. Governing Law and Exclusive Venue. This agreement shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to such State's conflicts of laws provisions. Venue for any dispute arising out of or concerning this agreement shall lie exclusively in a court of competent jurisdiction in Hidalgo County, Texas.
- I. Severability. Whenever possible, each provision and term of this agreement will be interpreted in a manner to be effective and valid, but if any provision or term of this agreement is held to be prohibited by law or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this agreement.
- J. Counterparts. This agreement may be executed simultaneously in one or more original or facsimile counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS HEREOF, the parties hereto have executed this agreement on
this 21st day January, of 2019.

APPROVED:

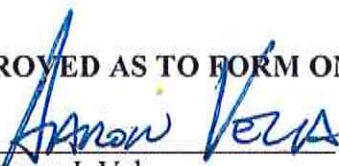
**EDINBURG ECONOMIC
DEVELOPMENT CORPORATION**

By: 
Plinio "Joey" Treviño,
Executive Director

TP UT RGV, LLC

By: 
Juan Francisco Ochoa, CEO

APPROVED AS TO FORM ONLY:

By: 
Aaron I. Vela,
Attorney for EEDC



INCENTIVE COMPLIANCE FORM

This document is used to assist the City of Edinburg Economic Development determine business incentive compliance with funding and required deliverables as per executed agreement. Business incentives are subject to approval by the City of Edinburg Economic Development Corporation Board of Directors.

Business Information

Business Name: TP UT RGV, LLC

Business Address: 6999 McPhearson Rd, Ste 328

City: Laredo State: Texas Zip Code: 78041

Phone Number: 956-726-3800 Fax Number: N/A

Point of Contact: Javier Peresbarbosa Title: Growth Expansion Manager

Agreement Information

Executed Agreement Date: 01/21/2019

Incentive Amount: \$ 150,000

Agreement Terms:

EEDC agrees to contribute incentives to TP UT RGV LLC in the amount of \$150,000 for certain site improvements as part of the development, including land acquisition, construction of building, signage, parking lot paving, infrastructure, outside lighting, and landscaping for two project locations.

Location 1: Taco Palenque: 1414 W. University Dr., Edinburg, TX 78539

Location 2: Palenque Grill: The Shoppes at RGV, Lot 11 Edinburg, TX 78539

The payments should be distributed in three installments for each location as follows:

Location 1 Taco Palenque:

First installment of \$25,000 upon issuance of certificate of occupancy for first location, Taco Palenque, which must occur within 12 months of the executed agreement date.

Second installment of \$25,000 on the first anniversary of the issuance of certificate of occupancy and the verification of 50 full-time jobs at first location.

Third installment of \$25,000 on the second anniversary of the issuance of certificate of occupancy and the verification of 50 full-time jobs at first location.

Location 2 Palenque Grill:

First installment of \$25,000 upon issuance of certificate of occupancy for second location, Palenque Grill, which must occur within 15 months of the executed agreement date.

Second installment of \$25,000 on the first anniversary of the issuance of certificate of occupancy and the verification of 50 full-time jobs at second location.

Third installment of \$25,000 on the second anniversary of the issuance of certificate of occupancy and the verification of 50 full-time jobs at second location.

Reimbursement by the EEDC to TP UT RGV, LLC for the site improvements shall be made based upon copies of receipts, invoices, other evidence of actual costs incurred, and verification of 50 full-time jobs as may be required by the EEDC.

Agreement Deliverable Compliance and Payments

Deliverable Description	Complete Documentation Submitted Date	Provided Required Documentation	Payment Amount	Check Date	Notes
First installment location 1 Taco Palenque: \$25,000 upon issuance of certificate of occupancy for first location, Taco Palenque, which must occur within 12 months of the executed agreement date.	09/20/2019	On 09/20/2019, TP UT RGV, LLC provided the certificate of occupancy for Taco Palenque.	\$25,000	10/25/2019	First installment reviewed and processed in 2019.
First installment location 2 Palenque Grill: \$25,000 upon issuance of certificate of occupancy, which must occur within 15 months of the execution of agreement.	12/17/2019	On 12/17/2019, TP UT RGV, LLC provided the certificate of occupancy for Palenque Grill.	\$25,000	01/17/2020	First installment reviewed and processed in 2020.
Second installment location 1 Taco Palenque: \$25,000 on the first anniversary of the issuance of certificate of occupancy (09/20/2020) and the verification of 50 full-time jobs at first location.	12/17/2020	On 12/17/2020, TP UT RGV, LLC completed first anniversary of the issuance of certificate of occupancy (09/20/2020) and provided payroll reports for 37 full-time jobs out of 50 full-time jobs required.	\$25,000	03/12/2021	Waiver requested due to COVID-19 Disaster. EDC Board Approved: 02/23/2021 City Council Approved: 03/02/2021 Reviewed by: Nidian Elizondo Approved by: EEDC and City Council
Second installment location 2 Palenque Grill: \$25,000 on the first anniversary of the issuance of certificate of occupancy (12/17/2020) and the verification of 50 full-time jobs at said location.	01/07/2021	On 01/07/2021, TP UT RGV, LLC completed first anniversary of the issuance of certificate of occupancy (12/17/2020) and provided payroll reports for 60 full-time jobs.	\$25,000	03/12/2021	Reviewed by: Nidian Elizondo Approved by: Blanca Davila, 03/08/2021
Third installment location 1 Taco Palenque: \$25,000 on the second anniversary of the issuance of certificate of occupancy (09/20/2021) and the verification of 50 full-time jobs at first location.	10/20/2021	On 10/20/2021, TP UT RGV LLC completed second anniversary of the issuance of certificate of occupancy (09/20/2020) and provided payroll reports for 31 full-time jobs out of 50 full-time jobs required.	\$25,000	Pending	Reviewed by: Nidian Elizondo Approved by:
Third installment location 2 Palenque Grill: \$25,000 on the second anniversary of the issuance of certificate of occupancy (12/17/2021) and the verification of 50 full-time jobs at second location.	12/24/2021	On 12/24/2021, TP UT RGV LLC completed second anniversary of the issuance of certificate of occupancy (12/17/2020) and provided payroll reports for 89 full-time jobs.	\$25,000	Pending	Reviewed by: Nidian Elizondo Approved by:

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF EDINBURG

§ DEVELOPMENT AGREEMENT BETWEEN
§ EDINBURG ECONOMIC DEVELOPMENT
§ CORPORATION AND TP UT RGV, LLC

This Development Agreement is made 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 TP UT RGV, LLC whose business is located at 6999 McPhearson Rd. Ste 328, Laredo, TX 78041.

RECITALS

WHEREAS, the EEDC seeks to provide economic incentives to TP UT RGV, LLC, a restaurant/food service establishment whose corporate address is 6999 McPhearson Rd. Ste 328, Laredo, TX 78041; and

WHEREAS, TP UT RGV, LLC endeavors to make substantial improvements at its two project locations: the first location, a Taco Palenque restaurant, to be constructed at 1414 W. University Dr., Edinburg, TX, 78539, which including the cost of the land, the construction of the necessary infrastructure, and the construction of the restaurant at the first location, shall result in an investment amount of approximately THREE MILLION SIX HUNDRED THOUSAND AND 00/100^{THS} (\$3,600,000.00), and, the second location, a Palenque Grill restaurant, to be constructed at The Shoppes at RGV, Lot 11, Edinburg, TX 78539 which including the cost of the land, the construction of the necessary infrastructure, and the construction of the restaurant at the second location, shall result in an investment amount of approximately FOUR MILLION SIX HUNDRED THOUSAND AND 00/100^{THS} (\$4,600,000.00) (hereinafter "Sites")

WHEREAS, TP UT RGV, LLC by the efforts described herein is making a significant investment in the City of Edinburg; and,

WHEREAS, TP UT RGV, LLC is also providing significant employment opportunities for residents of the City of Edinburg, Texas; and

WHEREAS, TP UT RGV, LLC is seeking economic incentives from the EEDC in the amount of ONE HUNDRED FIFTY THOUSAND AND 00/100^{THS} DOLLARS (\$150,000.00) for certain site improvements being constructed by TP UT RGV, LLC, as part of the Development, including land acquisition, construction of building, signage, parking lot paving, infrastructure, outside lighting, and landscaping, as outlined on the construction budget attached hereto as Exhibit "A", (hereinafter collectively the "Site Improvements");

WHEREAS, on November 13, 2018, the board of directors of the EEDC approved the terms of this agreement and found that the Site Improvements are necessary for the development of new or expanded business enterprises in the City of Edinburg and agrees to contribute

economic incentives to TP UT RGV, LLC for said Site Improvements, up to the amount of ONE HUNDRED FIFTY THOUSAND AND 00/100THS DOLLARS (\$150,000.00); and

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and agreements set forth in this agreement, the EEDC and TP UT RGV, LLC have agreed and do hereby agree to the following:

**SECTION I
IMPROVEMENTS, FEES AND TERMS**

- A. TP UT RGV, LLC agrees to complete the Site Improvements for the first location, a Taco Palenque restaurant, within twelve (12) months from the date of the execution of this agreement and agrees to complete the Site Improvements for the second location, a Palenque Grill restaurant, within fifteen (15) months from the date of the execution of this agreement. All Site Improvements are a portion of the work being completed as part of the two locations. The first location shall include construction of approximately 4400 sq.ft. Taco Palenque restaurant space, along with signage, parking lot paving, outside lighting, infrastructure, and landscaping as indicated in Exhibit "B" attached hereto. The second location shall include construction of approximately 7000 sq.ft. Palenque Grill restaurant space, along with signage, parking lot paving, outside lighting, infrastructure, and landscaping as indicated in Exhibit "B" attached hereto.
- B. TP UT RGV, LLC agrees and covenants that it will use commercially reasonable efforts to pursue the completion of the Site Improvements as good and valuable consideration for this agreement. TP UT RGV, LLC further covenants and agrees that all construction for the Site Improvements, will be in accordance with applicable federal, state and local laws and regulations, or valid waiver thereof.
- C. The EEDC shall reimburse TP UT RGV, LLC for a portion of the costs of the Site Improvements in an amount not to exceed ONE HUNDRED FIFTY THOUSAND AND 00/100THS DOLLARS (\$150,000.00). All costs of Site Improvements in excess of ONE HUNDRED FIFTY THOUSAND AND 00/100THS DOLLARS (\$150,000.00) shall be borne on TP UT RGV, LLC. Payments shall be made as set forth below.
- D. The EEDC shall reimburse TP UT RGV, LLC up to ONE HUNDRED FIFTY THOUSAND AND 00/100THS DOLLARS (\$150,000.00) for the cost of Site Improvements. Reimbursement by the EEDC to TP UT RGV, LLC for the Site Improvements shall be made based upon copies of receipts, invoices, and other evidence of actual costs incurred and paid as may be required by the EEDC and upon the timely completion of the Site Improvements. Payments shall be per location, as follows:
 - a. EEDC shall pay TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) upon the issuance of the Certificate of Occupancy for the first location, Taco Palenque restaurant, which must occur within twelve (12) months of the execution of this agreement. Thereafter, EEDC shall pay a second installment, for the first location, in the amount of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) on the first anniversary of the issuance of the Certificate of

Occupancy for the first location and the verification of fifty (50) full time employees at said location. Thereafter, EEDC shall pay a third installment, for the first location, in the amount of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) on the second anniversary of the issuance of the Certificate of Occupancy for the first location and the verification of fifty (50) full time employees at said location.

- b. EEDC shall pay TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) upon the issuance of the Certificate of Occupancy for the second location, Palenque Grill restaurant, which must occur within fifteen (15) months of the execution of this agreement. Thereafter, EEDC shall pay a second installment, for the second location, in the amount of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) on the first anniversary of the issuance of the Certificate of Occupancy for the second location and verification of fifty (50) full time employees at said location. Thereafter, EEDC shall pay a third installment, for the second location, in the amount of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) on the second anniversary of the issuance of the Certificate of Occupancy for the second location and verification of fifty (50) full time employees at said location.
- E. The maximum amount to be paid under this agreement shall be no more than \$50,000.00 in any 12 month period.
- F. If TP UT RGV, LLC fails to complete all requirements under this agreement, including the construction of both locations, within fifteen (15) months of the date of the execution of this agreement, TP UT RGV, LLC. agrees, and shall be required, to refund all payments made by EEDC under this agreement within thirty (30) days of any demand made.
- G. If TP UT RGV, LLC. permanently ceases to do business or sells either or both restaurants made the subject of this agreement within three (3) years of the last date of any payment made under this agreement, TP UT RGV, LLC shall reimburse EEDC for any and all payments made under this agreement within thirty (30) days of ceasing business or sale of the business or businesses, whichever event causes the reimbursement requirement.
- H. The construction of the Site Improvements is to be substantially complete on or before fifteen (15) months after the date of this agreement, provided that TP UT RGV, LLC shall have additional time to complete the construction of the Site Improvements, as may be required in the event of "force majeure", if TP UT RGV, LLC is diligently and faithfully pursuing completion of the Site Improvements. For this purpose "force majeure" shall mean an event beyond the reasonable control of TP UT RGV, LLC including, but not limited to, acts of God, earthquake, fire, explosion, war, civil insurrection, acts of the public enemy, act of civil or military authority, sabotage, terrorism, floods, lightning, hurricanes, tornadoes, severe snow storms or utility disruption, strikes, lockouts, major equipment failure or the failure of any major supplier to perform its obligations.

- I. TP UT RGV, LLC understands that all incentives agreed to by the EEDC, as set forth in this agreement, are subordinate to and subject to any outstanding bond agreements and/or obligations, as well as the availability of any funds for the incentives as described herein.

SECTION II RIGHT OF ACCESS

- A. TP UT RGV, LLC further agrees that the EEDC, its agents and employees, shall have reasonable right of access to the Sites in order to insure that the construction of the Site Improvements are in accordance with this agreement and with all applicable federal, state and local laws and regulations or valid waiver thereof. After completion of the Site Improvements the EEDC shall have the continuing right to inspect the Sites to insure that the Sites are thereafter maintained and operated in accordance with this agreement. The EEDC agrees to provide TP UT RGV, LLC with reasonable prior notice of any such access to or inspection of the Sites.

SECTION III INDEMNITY / THIRD PARTY CLAIMS

- A. It is understood and agreed between the parties that TP UT RGV, LLC in performing its obligations hereunder, is acting independently and the EEDC assumes no responsibility or liability in connection therewith to third parties and TP UT RGV, LLC agrees to indemnify and hold harmless the EEDC therefrom.

SECTION IV TERMINATION/DEFAULT

- A. This agreement may be terminated by the EEDC at its sole discretion and without prejudice to any other remedy to which it may be entitled at law or in equity or elsewhere under this agreement by giving written notice of termination to TP UT RGV, LLC if the latter shall:
- 1) Voluntarily file for bankruptcy protection or be adjudicated voluntary or involuntary bankrupt;
 - 2) Institute or suffer to be instituted any proceeding for a reorganization or rearrangement of its affairs;
 - 3) Make an assignment for the benefit of creditors;
 - 4) Become insolvent or have a receiver of its assets or property appointed;
 - 5) Allow any money judgment against it to remain unsatisfied for a period of thirty (30) days or longer; or
 - 6) Breach any of the terms or conditions of this agreement.

SECTION V
**ALTERNATE DISPUTE RESOLUTION/
NEUTRAL PARTY**

- A. Any controversy, claim or dispute between the parties arising out of or relating to the provisions of this agreement or the breach, termination or validity thereof shall, upon written request of either party, immediately be referred jointly for resolution of the controversy by mediation.
- B. The mediation must be concluded within any period mutually agreed upon by the parties but in no event no later than within forty-five (45) days after written notice is given by either party of its intent to proceed to mediation. Unless the parties expressly agree otherwise, each party shall bear its own costs, legal, expert fees, and mediator fees incurred in the mediation. If, after proceeding in good faith the parties, with the assistance of a mediator, do not resolve the dispute within the forty-five (45) day period, the parties may proceed in accordance with paragraph (C) below.
- C. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute, under the provisions as set forth herein.

SECTION VI
GENERAL TERMS

- A. Assignment. The parties shall not assign this agreement without the written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed.
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- C. Entire agreement. This agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this contract, and contains all of the covenants and agreements between the parties with respect to the subject matter. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not set forth in this contract, and that no agreement, statement, or promise not contained in this contract shall be valid or binding.
- D. Invalidity. 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 this agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- E. Further Assurances. The parties shall execute, acknowledge and deliver any and all such further agreements and instruments as the other party may reasonably request from time to time in order to give full effect to this agreement.
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If to the EEDC,	to: Edinburg EDC 415 W. University Dr. Edinburg, Texas 78541 Attn: Joey Treviño
With a copy	to: Aaron I. Vela, Attorney at Law VELA Law Firm 200 E. Cano Edinburg, Texas 78539
If to TP UT RGV, LLC	to: TP UT RGV, LLC ATTN: Juan Francisco Ochoa 6999 McPhearson Rd. Ste 328 Laredo, TX 78041

or to such other address as either party may hereafter give notice of in accordance with the provisions hereof. Notices shall be deemed given on the earlier of the date actually received or the third business day after sending.

- G. Waiver. The waiver by either party of a breach of any provision of this agreement shall not operate or be construed as a continuing waiver of any subsequent breach by either party. No waiver by either party of any provision or condition to be performed shall be deemed a waiver of similar or dissimilar provisions or conditions at the same time or any prior or subsequent time.
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- I. Severability. Whenever possible, each provision and term of this agreement will be interpreted in a manner to be effective and valid, but if any provision or term of this agreement is held to be prohibited by law or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this agreement.
- J. Counterparts. This agreement may be executed simultaneously in one or more original or facsimile counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS HEREOF, the parties hereto have executed this agreement on
this 21st day January, of 2019.

APPROVED:

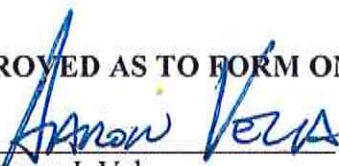
**EDINBURG ECONOMIC
DEVELOPMENT CORPORATION**

By: 
Plinio "Joey" Treviño,
Executive Director

TP UT RGV, LLC

By: 
Juan Francisco Ochoa, CEO

APPROVED AS TO FORM ONLY:

By: 
Aaron I. Vela,
Attorney for EEDC

Evolución Edinburg

November 2021



Agenda

- Waiver Request Letter
- Weekly Sales TP UTRGV September 2020 – 2021
- Proof of our efforts to hire
- Federal Funding Grants



November 4, 2021

RE: Taco Palenque UTRGV
Waiver Request

Dear Edinburg Economic Development Corporation:

Due to the hardship that the pandemic has had on several of our locations, our TP UTRGV location suffered a big impact in terms of labor shortage and loss of revenue. This resulted in us not being able to meet the 50 full-time employee cap as requested.

Our employee count has fluctuated over the past year given us an average employee count of approximately 37 employees for this store. This result was due to the City curfew that was previously established which resulted in our 3rd employee shift being eliminated which then had a negative effect on our sales.

We've been an active participant in numerous social media platforms as well as attending job fairs to attract new talent to join our team but the outcomes have not been favorable.

As of this year, TP UTRGV did not receive a second PPP draw nor the Restaurant Revitalization Fund.

We've attached reports to further support our request. Please do not hesitate to reach out to us for further information.

Thank you,

Humberto Alanis

HR Director

Weekly Sales TP UTRGV 2020 2021

Wk	2020 Sales	2020 Sales	% (+/-)	2021 Sales	% (+/-)
Sem 1		53,763.31		52,781.53	-1.83%
Sem 2		50,369.78		48,774.03	-3.17%
Sem 3		53,718.47		50,849.13	-5.34%
Sem 4		55,948.09		49,312.54	-11.86%
Sem 5		61,515.01		51,724.51	-15.92%
Sem 6		58,444.72		51,548.33	-11.80%
Sem 7		58,348.19		75,946.48	30.16%
Sem 8		58,828.99		59,377.05	0.93%
Sem 9		68,911.08		51,324.93	-25.52%
Sem 10		63,647.26		53,992.31	-15.17%
Sem 11		54,626.18		59,911.83	9.68%
Sem 12		42,923.67		63,750.07	48.52%
Sem 13		40,865.46		65,111.16	59.33%
Sem 14		40,264.20		65,975.81	63.86%
Sem 15		45,074.69		59,649.95	32.34%
Sem 16		55,959.37		58,993.65	5.42%
Sem 17		59,395.74		57,723.77	-2.81%
Sem 18		63,517.74		59,981.41	-5.57%
Sem 19		60,778.34		65,014.14	6.97%
Sem 20		56,653.32		56,311.24	-0.60%
Sem 21		59,035.21		59,147.02	0.19%
Sem 22		57,334.91		58,558.29	2.13%
Sem 23		56,132.19		59,877.88	6.67%
Sem 24		51,742.35		56,427.12	9.05%
Sem 25		51,527.71		55,307.62	7.34%
Sem 26		54,483.60		54,183.16	-0.55%
Sem 27		53,671.39		58,512.56	9.02%
Sem 28		52,496.92		49,909.85	-4.93%
Sem 29		52,716.66		54,273.97	2.95%
Sem 30		66,045.66		55,380.01	-16.15%
Sem 31		57,084.22		57,771.49	1.20%
Sem 32		51,718.66		58,554.31	13.22%
Sem 33		50,528.61		56,036.34	10.90%
Sem 34		53,273.14		61,441.60	15.33%
Sem 35		54,050.85		61,754.63	14.25%
Sem 36		53,474.97		64,341.81	20.32%
Sem 37	74,341.64	51,016.14	-31.38%		
Sem 38	71,219.45	50,539.45	-29.04%		
Sem 39	71,202.01	49,917.18	-29.89%		
Sem 40	72,383.56	51,710.80	-28.56%		
Sem 41	67,401.33	50,531.17	-25.03%		
Sem 42	68,610.94	49,647.70	-27.64%		
Sem 43	68,002.27	48,787.96	-28.26%		
Sem 44	68,044.08	51,428.53	-24.42%		
Sem 45	61,517.44	47,777.33	-22.34%		
Sem 46	60,596.96	48,799.04	-19.47%		
Sem 47	67,566.97	52,067.33	-22.94%		
Sem 48	67,084.05	50,367.22	-24.92%		
Sem 49	61,783.88	48,656.94	-21.25%		
Sem 50	59,981.24	47,990.41	-19.99%		
Sem 51	67,156.66	52,824.54	-21.34%		
Sem 52	68,124.74	66,141.46	-2.91%		
Total	3,053,887.88	2,897,734.73	-5.11%		
From	Sem 37 2019	Sem 37 2020			
To	Sem 36 2020	Sem 36 2021			

Plantilla
Mensual
TP UTRGV
Sept 2020
Sept 2021

Período	Plantilla
Septiembre 2020	37
Octubre 2020	41
Noviembre 2020	36
Diciembre 2020	51
Enero 2021	33
Febrero 2021	33
Mazo 2021	35
Abril 2021	37
Mayo 2021	38
Junio 2021	37
Julio 2021	35
Agosto 2021	34
Septiembre 2021	31
Promedio Mensual	37

Proof of our
efforts to hire
more
employees
and meet the
50 employee
standards.





EMPLOY RGV

FALL JOB FAIR

OCTOBER 8, 2021 | 10 AM - 2 PM
BERT OGDEN ARENA | 4900 S I-69C, EDINBURG TX

EMPLOYABILITY WORKSHOPS
AT SEKULA MEMORIAL LIBRARY | 1906 S CLOISER BLVD., EDINBURG TX

TUESDAY, OCT 5 | 2PM - 4PM
RESUME WRITING

WEDNESDAY, OCT 6 | 2PM - 4PM
INTERVIEW SKILLS

THURSDAY, OCT 7 | 2PM - 4PM
RESUME AND INTERVIEW SKILLS

FRIDAY, OCT 8 | 10AM - 2PM
EMPLOY RGV JOB FAIR

EMPLOYER LIST



or visit www.cityofedinburg.com/employrgvlist/



EMPLOYERS CONTACT WFS ROBERT MORA
FOR PARTICIPATION DETAILS. 956-467-9814

OVER 125 EMPLOYERS FROM ALL OVER THE VALLEY WILL BE IN ATTENDANCE






EQUAL OPPORTUNITY IS THE LAW
LOWER RIO GRANDE VALLEY WORKFORCE DEVELOPMENT BOARD DBA WORKFORCE SOLUTIONS IS AN EQUAL OPPORTUNITY EMPLOYER/PROGRAM AND
AUXILIARY AIDS AND SERVICES ARE AVAILABLE UPON REQUEST TO INDIVIDUALS WITH DISABILITIES. TTY/TDD VIA RELAY TEXAS SERVICE AT 711 OR
(TDD) 1-800-735-2989/1-800-735-2988 (VOICE).

COVID S.A.F.E. EVENT MASK HIGHLY ENCOURAGED



EMPLOY RGV

FALL JOB FAIR

EMPLOYER LIST



Scan this QR code or visit www.cityofedinburg.com/employrgvlist/ to download this PDF on your mobile device

7 ELEVEN
AARP
AMERICAN INCOME LIFE
AMIGO POWER EQUIPMENT
APPLEONE
AQUA DENTAL
ASHLEY PEDIATRICS
AUNTIE ANNE'S
BERT OGDEN ARENA
BERT OGDEN AUTO GROUP
BEST BUY
BIOMAT USA
BORDER PATROL
BUILD A BURGER
BURGER KING
CAR WASH CAR WASH
CEMEX
CHICK-FIL-A
CHURCH'S CHICKEN
CITY OF BROWNSVILLE
CITY OF EDINBURG
CITY OF EDINBURG FIRE DEPARTMENT
CITY OF EDINBURG POLICER DEPARTMENT
CITY OF MCALLEN
COCA-COLA
COMFORT INN
COURTYARD BY MARRIOTT
CUELLAR & ASSOCIATES
D&S TEXAS ICON CONSTRUCTION
DHR HEALTH

DHR HEALTH
DHR HEALTH CLINICS
DOMINOS
DRAGADOS-PULICE JOINT VENTURE
EDINBURG CISD
EDINBURG RETAMA MANOR
EL PATO MEXICAN FOOD
EL POLLO LOCO
ENDAVORS
EXPRESS EMPLOYMENT PROFESSIONALS
FAZOLI'S
FEWELL PROFESSIONAL SERVICES
FOREMOST PAVING INC.
GOODWILL INDUSTRIES OF SOUTH TEXAS
GOODWILL INDUSTRIES OF SOUTH TEXAS
GORDITAS DONA LULA
HEALTHCARE SERVICES GROUP
HEB
HEROES DENTAL
HIDALGO COUNTY
IDEA PUBLIC SCHOOL TRANSPORTATION DEPT.
IDEA PUBLIC SCHOOLS
IES RESIDENTIAL
IMAGEFIRST
IOC SITE ID 1162444
J & PRODUCE
JACKSON HEWITT
JC PENNEY
JEWELERS JOYERIA DE GUADALAJARA
KEPPEL AMFELS

KIEWIT OFFSHORE
KUMORI
L&F DISTRIBUTORS
LACKS
LASALLE CORRECTIONS
LEVY COMPANY
LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL
MAXIMUS
MCALLEN VALLEY ROOFING
MCDONALD'S
MIDWESTERN
MUELLE 37
MY WORK CHOICE
NORTH ALAMO WATER SUPPLY
O'RIELLY'S
PRONTO INSURANCE
R&D PERSONNEL
REGENCY INTEGRATED HEALTH SERVICES
REGION ONE
REGION STAFFING
RHODES ENTERPRISES INC
ROYAL FREIGHT
SENTURE
SNELLING STAFFING SITE ID 1110342
SOG
SOUTH TEXAS COLLEGE
SOUTH TEXAS HEALTH COMMUNITY LIVING
SOUTH TEXAS HEALTH SYSTEM
SOUTH TEXAS VOCATIONAL TECHNICAL INSTITUTE
SOUTHERN CAREERS INSTITUTE
SOUTHWEST KEYS PROGRAMS
SPECTRUM
SPHERION
STAFF FORCE
STANLEY BLACK AND DECKER
TACO PALENOUE
TARGET HOSPITALITY
TELEPERFORMANCE
TEXAS CORDIA
TEXAS DEPARTMENT OF CRIMINAL JUSTICE
TEXAS DEPARTMENT OF PUBLIC SAFETY
TEXAS HEALTH AND HUMAN SERVICES

TEXAS JUVENILE JUSTICE DEPARTMENT
TEXAS VETERAN COMMISSION
TEXAS VETERANS LAND BOARD
TEXAS VETERANS LEADERSHIP PROGRAM
TEXAS VISITING NURSE SERVICES

TEXAS WORKFORCE COMMISSION UNEMPLOYMENT
INSURANCE - CALL CENTER

THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY
TICKETMASTER
TJ MAXX
TOYOTA MOTOR MANUFACTURING (SAN ANTONIO)
TRANCASA
TTEC
UMOS-UNITED MIGRANT OPPORTUNITY SVS INC
UNIMEX
UTRGV VETERANS SERVICES
VALLEY INTERNATIONAL COLD STORAGE
VANTAGE BANK
VERSATILE STAFFING
VICTORIA SECRET
VTX 1
WALGREENS
WELL MED
WELLNESS CENTER
WONDERFUL CITRUS
WORKFORCE SOLUTIONS
WORKFORCE SOLUTIONS - CHILD CARE SERVICES
ZARSKY LUMBER





Cindy Molina



Humberto Alanis

FW: Employ RGV Job Fair Employer Logistics Information

0 1 | :



Job Fair 2021 Oct Fall JOB FAIR with QR CODE (Yellow) (002).pdf
13 MB

Good afternoon Employers,

I hope everyone is doing well.

First of all, I would like to thank you for your on-going commitment to participate in the **Employ RGV Job Fair**.

This email serves as a final confirmation of your attendance and also provides you with some important details regarding the event:

- **Event Name:** Employ RGV Job Fair
- **Event Date and Time :** Friday, October 8th from 10 am to 2 pm
- **Location:** Bert Ogden Arena - 4900 S, I-69C, Edinburg, TX 78539
- **Employer Parking & Entrance:** will be at the South West side of the arena.
- **Employer Set Up Time:** 8:00 am to 9:50 am
- **Employer Breakfast:** 8:00 am to 9:50 am
- **Booth Assignment:** Will be provided the day of the event
- **Employer booth Size:** 8x8
- **Table Size:** 6x2 or 8x2
- **Employers promotional Items:** We are encouraging all employers to bring table cloth and display.
- **Candy & Waters:** Will be allowed to give to job seekers
- **Copy Machines:** Will not be available. We ask that employers bring enough documents for the event.
- **Balloons and Vehicles:** Are not allowed in arena
- **Electricity:** If you require connectivity, please contact me by 5 pm today to make prior arrangements, as connection is limited.
- **Lunch:** Will NOT be provided. On the previous email it was mentioned that we would be providing lunch but due to unforeseen circumstances, we will only be serving a light breakfast as mentioned above, that will be served from 8:00 a.m. to 9:50 a.m.

As always we are striving to make this event a big success. Since we are 3 days away from the job fair, we are encouraging all employers (if you haven't already) to share the revised flyers on your company's social media platforms (Facebook, Instagram, Twitter, Snap Chat) and/or display at entrance of your business. The sooner we get the word out, the greater the number of job seekers to attend.

If you have any question please don't hesitate to contact me.

Robert Mora Jr

Business Solutions Representative



WORKFORCE SOLUTIONS
2719 W. UNIVERSITY DR.: EDINBURG, TX 78539
956.289.4546 phone
956.467.9814 mobile
866.627.0894 fax
www.wfsolutions.com



Taco Palenque

13 de octubre a las 16:30 · 🌐

Friendly reminder that we are NOW HIRING for all positions at all locations!! 🍌
Discover an amazing workplace full of opportunities to grow your skills and career!
Swing by or apply online today through the link below! ... Ver más

Ver traducción



👍 Tú, Marcelo Rodriguez y 23 personas más

1 comentario 1 vez compartido

👍 Me gusta

💬 Comentar

🔗 Compartir

(6) Facebook

(99+) Palenque Group: administr...

facebook.com/TacoPalenqueTrenton/photos/basw.AbqGI-JBDzIY9UOYuevyKAKPYFS7i60PtNyDhBo9Owb4d0ppLNCOOnXf4KC7P8Rf2iVX2sy1KYiTjBrIHfETZP...



*Join our
Team!*

Now accepting applications
for our newest location

**TACO PALENQUE
UTRGV**

APPLY ONLINE!

www.tacopalenque.com/career

For More information:

Osvaldo Ramos at
(956) 534-4512

tacopalenque.com





Taco Palenque publicó una oferta de empleo.

4 de febrero · 🌐 · 👤

Positions Open:

+Morning and Afternoon Shift

+Line Cook

+Cashier

Job Description:

Responsibilities

- Welcome guests as they enter the establishment and guide them, if necessary, to where they should sit or stand to place an order
 - Answer any questions guests may have about ingredients, portion sizes, and how the food is prepared
 - Take guests orders, guiding them with selections, and making recommendations if requested
 - Operate cash registers to process cash and credit card payments for orders
 - Promote restaurant products by offering to upgrade items or showcasing daily specials available
 - Prepare and package food quickly and consistently according to company standards for presentation, cooking times, and assembly
 - Strictly adhere to current sanitation and food safety regulations at all times
 - Maintain a clean and orderly work station that is clear of debris and discarded food, gloves, or other items
- Qualifications
- Excellent ability to follow established procedures to deliver consistent, high-quality products or services to the customer
 - Knowledge of menu items, including ingredients, portion sizes, and the presence of common allergens
 - Proactive attention to detail that motivates double-checking orders and making records of information when necessary
 - Strong customer service skills, especially with regards to the resolution of complaints
 - Willingness to adapt to different roles and job duties as the need arise
 - Ability to work smoothly with a team, synchronizes processes with others to fulfill orders as quickly as possible
 - Must be efficient and energetic, multitasking to complete multiple orders or switching between different types of activities
 - Able to work a flexible schedule

Ver traducción



TACO PALENQUE

JOB FAIR

APPLY NOW!

SUBMIT YOUR RESUME

TACO PALENQUE UTRGV

1414 W UNIVERSITY DR, EDINBURG, TX 78539

DATE: FEB 15

TIME: 11AM-2PM

5:09 📶

📶 16%



Posts



taco.palenque



Liked by jdolivares87 and 92 others

taco.palenque Calling all Taco P fans!

We're looking for you. We are now hiring for all positions at all locations! Swing by or apply online today. Have a question? Send us a message - we'd love to help you! Join our team at the link in our bio!

April 23



5:13 100% 15%

mobile.twitter.com/tacopalei 3

Search Twitter

Log in Sign up

4 2 13

 **Taco Palenque** ✓ @tacopalenque · Oct 13 ...
Friendly reminder that we are NOW HIRING for all positions at all locations!! 🙌

Discover an amazing workplace full of opportunities to grow your skills and career!

Swing by or apply online today through the link below!
bit.ly/3mwoDXb

#TacoPalenque #NowHiring



1 3 5

5:15 100% 14%

mobile.twitter.com/tacopalei 3

Search Twitter

Log in Sign up



2 6

 **Taco Palenque** ✓ @tacopalenque · Sep 13 ...
Wanna be part of the Taco P family?
We are currently hiring for all positions at all locations!

Come join us and enjoy the many perks and benefits of working at #TacoPalenque!

Swing by or apply online today through the link below!
bit.ly/3mwoDXb

#JobHunt #NowHiring





 Inicio  Mi red 34  Empleos  Mensajes +99

 Palenque Group Vista de superadministrador

Todas las páginas Contenido Análisis Actividad 35

Publicado por Katia Diamante • 24/5/2021 •  Notificar a empleados ...

 **Palenque Group**
581 seguidores
5 meses • 

Calling all Taco Palenque fans - here's your chance to join the Fresh Mex family! We are now hiring for all positions at all locations. Swing by or apply online today, and discover the amazing growth opportunities at Taco Palenque! ... ver más

[Ver traducción](#)



JOIN THE FRESH MEX FAMILY!

JOIN US

TACO PALENQUE FRESH MEX



 Inicio  Mi red 34  Empleos  Mensajes +99  Notificaciones +99

 Palenque Group Vista de superadministrador

Todas las páginas Contenido Análisis Actividad 35

Publicado por Katia Diamante • 23/4/2021 •  Notificar a empleados ...

 **Palenque Group**
581 seguidores
6 meses • 

Calling all Taco Palenque fans! We're looking for you! We are now hiring for all positions at all locations. Swing by or apply online today! ... ver más

[Ver traducción](#)



Now Hiring!

19 • 3 comentarios

 Recomendar  Comentar

Impresiones generales: 532 impresiones Mostrar estadísticas

All Jobs Performance Report

All Jobs, Employment

Total cost

\$60.00
\$40.00
\$20.00
\$0.00

10/5/2020 10/6/2020 10/7/2020 10/8/2020 10/9/2020 10/10/2020 10/11/2020 10/12/2020 10/13/2020 10/14/2020 10/15/2020 10/16/2020 10/17/2020 10/18/2020 10/19/2020 10/20/2020 10/21/2020 10/22/2020 10/23/2020

Sponsored applies

Search



Filter



Group by



Export report



Share



Edit columns

Jobs

Historical performance

Status	Job title	Insights	Location	Company	Clicks Sponsored	Apply starts Sponsored	Sponsored Applies	AVG CPAS	AVG CPA	Total cost
Total of 48 filtered results			15 locations	4 companies	2,670	0	405	\$0.00	\$1.12	\$454.22
Inactive	Crew Member	-	McAllen, TX US	Palenque Grill	294	0	50	\$0.00	\$0.86	\$43.18
Inactive	Crew Member	-	Brownsville, TX US	Taco Palenque	237	0	40	\$0.00	\$0.87	\$34.68
Inactive	Crew Member	-	Weslaco, TX US	Taco Palenque	240	0	55	\$0.00	\$0.63	\$34.54
Inactive	Marketing and Outreach Coordinator	-	Laredo, TX US	Palenque Group	114	0	5	\$0.00	\$5.94	\$29.72
Inactive	Crew Member	-	Edinburg, TX US	Taco Palenque	189	0	29	\$0.00	\$0.98	\$28.47
Inactive	Digital Marketing Coordinator	-	McAllen, TX US	Palenque Group	200	0	22	\$0.00	\$1.29	\$28.38

Federal Funding Grants

In this year, Taco Palenque
UTRGV didn't receive second
PPP draw nor Restaurant
Revitalization Fund.

Thank you all for your time and attention.

We know your time is valuable and we appreciate your attention and consideration and we look forward to a favorable response on this matter.

Company name Taco Palenque UTRGV
Start date 09/01/2021
End date 09/30/2021

Company Code	Company Name	Job Title Description	Payroll Name	Position ID	Benefits Eligibility Class Description
AJC	Taco Palenque UTRGV	Linea		AJC002012	Full Time Hourly
AJC	Taco Palenque UTRGV	Linea		AJC006612	Full Time Hourly
AJC	Taco Palenque UTRGV	Linea		AJC003078	Full Time Hourly
AJC	Taco Palenque UTRGV	Linea		AJC006126	Full Time Hourly
AJC	Taco Palenque UTRGV	Tortilla Cook		AJC008958	Full Time Hourly
AJC	Taco Palenque UTRGV	Linea		AJC009872	Full Time Hourly
AJC	Taco Palenque UTRGV	Shift Manager		AJC000401	Full Time Salaried
AJC	Taco Palenque UTRGV	Linea		AJC005685	Full Time Hourly
AJC	Taco Palenque UTRGV	Linea		AJC006386	Full Time Hourly
AJC	Taco Palenque UTRGV	Linea		AJC008931	Full Time Hourly
AJC	Taco Palenque UTRGV	Linea		AJC006426	Full Time Hourly
AJC	Taco Palenque UTRGV	Shift Manager		AJC010010	Full Time Salaried
AJC	Taco Palenque UTRGV	Linea		AJC003987	Full Time Hourly
AJC	Taco Palenque UTRGV	Linea		AJC003565	Full Time Hourly
AJC	Taco Palenque UTRGV	Linea		AJC004181	Full Time Hourly
AJC	Taco Palenque UTRGV	Linea		AJC006512	Full Time Hourly
AJC	Taco Palenque UTRGV	Linea		AJC008473	Full Time Hourly
AJC	Taco Palenque UTRGV	Linea		AJC002061	Full Time Hourly
AJC	Taco Palenque UTRGV	Parrillero		AJC001931	Full Time Hourly
AJC	Taco Palenque UTRGV	Parrillero		AJC004022	Full Time Hourly
AJC	Taco Palenque UTRGV	Linea		AJC010053	Full Time Hourly
AJC	Taco Palenque UTRGV	Linea		AJC007960	Full Time Hourly
AJC	Taco Palenque UTRGV	Linea		AJC000607	Full Time Hourly
AJC	Taco Palenque UTRGV	Linea		AJC006854	Full Time Hourly
AJC	Taco Palenque UTRGV	Linea		AJC002900	Full Time Hourly
AJC	Taco Palenque UTRGV	Shift Manager		AJC001927	Full Time Salaried
AJC	Taco Palenque UTRGV	Parrillero		AJC008695	Full Time Hourly
AJC	Taco Palenque UTRGV	Linea		AJC008206	Full Time Hourly
AJC	Taco Palenque UTRGV	Linea		AJC000249	Full Time Hourly
AJC	Taco Palenque UTRGV	Linea		AJC003624	Full Time Hourly
AJC	Taco Palenque UTRGV	Parrillero		AJC000247	Full Time Hourly
Total Septiembre 2021				31	

Company name Palenque Grill Edinburg
Start date 11/17/2021
End date 12/17/2021

Company Name	Job Title Description	Regular Pay		Home Department		Benefits Eligibility	
		Rate	Amount	Position ID	Description	Class	Description
Palenque Grill Edinburg	Cook	\$11.00		LZW006531	Employees	Full Time	Hourly
Palenque Grill Edinburg	Host	\$8.00		LZW004551	Employees	Full Time	Hourly
Palenque Grill Edinburg	Server	\$2.15		LZW001580	Employees	Full Time	Hourly
Palenque Grill Edinburg	Server	\$2.13		LZW030941	Employees	Full Time	Hourly
Palenque Grill Edinburg	Shift Manager	\$700.00		LZW001728	Manager	Full Time	Salaried
Palenque Grill Edinburg	Shift Manager	\$750.00		LZW004132	Manager	Full Time	Salaried
Palenque Grill Edinburg	Dishwasher	\$10.00		LZW000765	Employees	Full Time	Hourly
Palenque Grill Edinburg	Bartender	\$8.00		LZW008327	Employees	Full Time	Hourly
Palenque Grill Edinburg	Server	\$2.13		LZW007506	Employees	Full Time	Hourly
Palenque Grill Edinburg	General Manager	\$1,100.00		LZW000110	Manager	Full Time	Salaried
Palenque Grill Edinburg	Busser	\$9.00		LZW001254	Employees	Full Time	Hourly
Palenque Grill Edinburg	Shift Manager	\$800.00		LZW028784	Manager	Full Time	Salaried
Palenque Grill Edinburg	Parrillerro	\$10.00		LZW004586	Employees	Full Time	Hourly
Palenque Grill Edinburg	Cook	\$11.00		LZW035401	Employees	Full Time	Hourly
Palenque Grill Edinburg	Host	\$8.00		LZW004981	Employees	Full Time	Hourly
Palenque Grill Edinburg	Server	\$2.25		LZW001113	Employees	Full Time	Hourly
Palenque Grill Edinburg	Host	\$8.50		LZW012951	Employees	Full Time	Hourly
Palenque Grill Edinburg	Tortilla Cook	\$10.50		LZW001160	Employees	Full Time	Hourly
Palenque Grill Edinburg	Server	\$2.13		LZW002366	Employees	Full Time	Hourly
Palenque Grill Edinburg	Server	\$2.13		LZW075031	Employees	Full Time	Hourly
Palenque Grill Edinburg	Cashiers	\$2.13		LZW008905	Employees	Full Time	Hourly
Palenque Grill Edinburg	Busser	\$8.50		LZW001724	Employees	Full Time	Hourly
Palenque Grill Edinburg	Bartender	\$8.00		LZW007614	Employees	Full Time	Hourly
Palenque Grill Edinburg	Shift Manager	\$800.00		LZW000120	Manager	Full Time	Salaried
Palenque Grill Edinburg	Dishwasher	\$9.00		LZW009033	Employees	Full Time	Hourly
Palenque Grill Edinburg	Server	\$2.13		LZW005971	Employees	Full Time	Hourly
Palenque Grill Edinburg	Parrillerro	\$10.00		LZW005129	Employees	Full Time	Hourly

Company Name	Job Title Description	Regular Pay		Home Department		Benefits Eligibility
		Rate	Amount	Position ID	Description	Class Description
Palenque Grill Edinburg	Cook	\$13.00		LZW011234	Employees	Full Time Hourly
Palenque Grill Edinburg	Server	\$2.13		LZW003615	Employees	Full Time Hourly
Palenque Grill Edinburg	Busser	\$8.00		LZW002324	Employees	Full Time Salaried
Palenque Grill Edinburg	General Manager	\$1,100.00		LZW000299	Manager	Full Time Salaried
Palenque Grill Edinburg	Shift Manager	\$750.00		LZW000122	Manager	Full Time Salaried
Palenque Grill Edinburg	Linea	\$9.50		LZW003645	Employees	Full Time Hourly
Palenque Grill Edinburg	Server	\$2.13		LZW051991	Employees	Full Time Hourly
Palenque Grill Edinburg	Server	\$2.13		LZW007638	Employees	Full Time Hourly
Palenque Grill Edinburg	Parrillerro	\$12.00		LZW014407	Employees	Full Time Hourly
Palenque Grill Edinburg	Server	\$2.13		LZW057321	Employees	Full Time Hourly
Palenque Grill Edinburg	Linea	\$11.00		LZW009078	Employees	Full Time Hourly
Palenque Grill Edinburg	Busser	\$8.50		LZW005261	Employees	Full Time Hourly
Palenque Grill Edinburg	Dishwasher	\$9.50		LZW002614	Employees	Full Time Hourly
Palenque Grill Edinburg	Linea	\$9.00		LZW004736	Employees	Full Time Hourly
Palenque Grill Edinburg	Busser	\$8.00		LZW011641	Employees	Full Time Hourly
Palenque Grill Edinburg	Server	\$2.13		LZW000989	Employees	Full Time Hourly
Palenque Grill Edinburg	Shift Manager	\$700.00		LZW001512	Manager	Full Time Salaried
Palenque Grill Edinburg	Server	\$2.13		LZW028371	Employees	Full Time Hourly
Palenque Grill Edinburg	Parrillerro	\$10.00		LZW001264	Employees	Full Time Hourly
Palenque Grill Edinburg	Parrillerro	\$11.00		LZW000355	Employees	Full Time Hourly
Palenque Grill Edinburg	Server	\$2.13		LZW008656	Employees	Full Time Hourly
Palenque Grill Edinburg	Server	\$2.13		LZW005656	Employees	Full Time Hourly
Palenque Grill Edinburg	Maintenance	\$375.00		LZW007052	Maintenance	Full Time Salaried
Palenque Grill Edinburg	Cook	\$9.50		LZW011657	Employees	Full Time Hourly
Palenque Grill Edinburg	Cook	\$11.50		LZW030081	Employees	Full Time Hourly
Palenque Grill Edinburg	Busser	\$9.00		LZW008593	Employees	Full Time Hourly
Palenque Grill Edinburg	Server	\$2.13		LZW000768	Employees	Full Time Hourly
Palenque Grill Edinburg	Cook	\$11.00		LZW002511	Employees	Full Time Hourly
Palenque Grill Edinburg	Tortilla Cook	\$9.00		LZW001062	Employees	Full Time Hourly
Palenque Grill Edinburg	Busser	\$8.00		LZW002576	Employees	Full Time Hourly
Palenque Grill Edinburg	Tortilla Cook	\$9.00		LZW008539	Employees	Full Time Hourly
Palenque Grill Edinburg	Server	\$3.50		LZW000958	Employees	Full Time Hourly

Company Name	Job Title Description	Regular Pay		Home Department		Benefits Eligibility
		Rate	Amount	Position ID	Description	Class Description
Palenque Grill Edinburg	Server	\$2.13		LZW003153	Employees	Full Time Hourly
Palenque Grill Edinburg	Trainer	\$13.00		LZW005678	Employees	Full Time Hourly
Palenque Grill Edinburg	Server	\$2.13		LZW009072	Employees	Full Time Hourly
Palenque Grill Edinburg	Manager	\$7.50		LZW003102	Employees	Full Time Hourly
Palenque Grill Edinburg	Dishwasher	\$9.00		LZW003315	Employees	Full Time Hourly
Palenque Grill Edinburg	Parrillerro	\$9.50		LZW000129	Employees	Full Time Hourly
Palenque Grill Edinburg	Server	\$2.13		LZW007405	Employees	Full Time Hourly
Palenque Grill Edinburg	Server	\$2.13		LZW011632	Employees	Full Time Hourly
Palenque Grill Edinburg	Busser	\$10.00		LZW003491	Employees	Full Time Hourly
Palenque Grill Edinburg	Parrillerro	\$9.50		LZW037441	Employees	Full Time Hourly
Palenque Grill Edinburg	Dishwasher	\$9.00		LZW068951	Employees	Full Time Hourly
Palenque Grill Edinburg	Tortilla Cook	\$9.00		LZW000921	Employees	Full Time Hourly
Palenque Grill Edinburg	Server	\$2.25		LZW001134	Employees	Full Time Hourly
Palenque Grill Edinburg	Cashiers	\$8.00		LZW016851	Employees	Full Time Hourly
Palenque Grill Edinburg	Parrillerro	\$10.00		LZW007826	Employees	Full Time Hourly
Palenque Grill Edinburg	Busser	\$8.00		LZW004811	Employees	Full Time Hourly
Palenque Grill Edinburg	Server	\$2.13		LZW002180	Employees	Full Time Hourly
Palenque Grill Edinburg	Busser	\$8.50		LZW002157	Employees	Full Time Hourly
Palenque Grill Edinburg	Host	\$8.00		LZW057491	Employees	Full Time Hourly
Palenque Grill Edinburg	Parrillerro	\$10.00		LZW002764	Employees	Full Time Hourly
Palenque Grill Edinburg	Busser	\$9.00		LZW002905	Employees	Full Time Hourly
Palenque Grill Edinburg	Server	\$2.13		LZW004676	Employees	Full Time Hourly
Palenque Grill Edinburg	Cook	\$10.00		LZW002412	Employees	Full Time Hourly
Palenque Grill Edinburg	Dishwasher	\$9.00		LZW007087	Employees	Full Time Hourly
Palenque Grill Edinburg	Server	\$2.13		LZW016794	Employees	Full Time Hourly
Palenque Grill Edinburg	Busser	\$9.00		LZW006513	Employees	Full Time Hourly
Palenque Grill Edinburg	Linea	\$9.00		LZW009120	Employees	Full Time Hourly
Palenque Grill Edinburg	Linea	\$9.00		LZW004260	Employees	Full Time Hourly
Palenque Grill Edinburg	Host	\$8.50		LZW005958	Employees	Full Time Hourly
Palenque Grill Edinburg	Server	\$2.13		LZW009285	Employees	Full Time Hourly

Edinburg Economic Development Corporation
Meeting Date: January 25, 2022

Presentation and update on Trenton Plaza.

1. Agenda Item:

Presentation and update on Trenton Plaza.

2. Description/Scope:

N/A

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: January 25, 2022

Discussion and possible action of property taxes at 6930
Democracy Dr - Lot 7, North Industrial Park, related to Green
Cold Formed Steel LLC.

1. Agenda Item:

Discussion and possible action of property taxes at 6930 Democracy Dr - Lot 7, North Industrial Park, related to Green Cold Formed Steel LLC.

2. Description/Scope:

The Edinburg Economic Development Corporation (EEDC) has entered into two contracts for projects located on Lot 7 of the North Industrial Park:

1. Siddons-Martin - contract executed on 07/19/21 for 3.5 AC for \$175,000. This project is for an approximately 12,000 SF building with 20 jobs.

2. JettMedia, LLC - contract executed on 11/18/21 for 2.36 AC for \$129,800. This project is for an approximately 20,000 SF building with 30 jobs.

In the process of trying to close these transactions, EEDC staff was notified that a lien existed on the property for delinquent taxes and therefore the transactions could not close.

Staff's investigation of this matter resulted in the following timeline:

The EEDC and a company called Green Cold Formed Steel LLC entered into a contract for Lot 7 on August 23, 2011. The EEDC deeded the property to Green Cold on October 21, 2011. Green Cold was required to construct a 22,000 sq. ft. warehouse and to employ 30 people within one year of the deed date. If those conditions were not satisfied, the EEDC could repurchase the property for \$10. Green Cold failed to satisfy the requirements.

On May 22, 2013, a Correction Special Warranty Deed was signed extending the time to satisfy the conditions by another two years. The conditions were still not met within the extended time.

On May 25, 2015, the EEDC told Green Cold that it would exercise the repurchase option and take back the property. Green Cold, however, refused to engage in discussions or comply with the repurchase requirements on the basis that it had filed suit against the company that had lent funds to build the warehouse.

On March 6, 2018, a court formally ruled that the EEDC's repurchase right was superior to the lender's lien.

On November 6, 2019, the court also ordered that the EEDC had title of the Property “free and clear of all liens, claims, encumbrances and other clouds of title” because it had exercised its repurchase right.

Green Cold paid property taxes owed between 2011 and 2014 while it was attempting to build a warehouse. But once the EEDC said it would repurchase the property in May 2015, Green Cold stopped paying its property tax bill, resulting in a delinquent tax bill in the amount of approximately \$200,000, including penalties and interest.

The City Attorney has challenged the Appraisal District's position that the delinquent taxes are owed by the EEDC and not Green Cold (see attached letter). However, the Appraisal District is not in agreement. As a result, the EEDC cannot close on the pending transactions for Siddons-Martin and JettMedia until the tax bill is paid and the lien is lifted.

Staff's records indicate that delinquent tax notices were mailed to the EEDC, but the owner of the property was listed as Green Cold, not the EEDC (see attached exhibits).

3. Estimated Timeline:

N/A

4. Budget:

The EDC has a Property Taxes budget line item of \$100,000 for FY 2022.

5. Procurement/Selection Process:

N/A

6. Staff's Recommendation:

Staff will continue negotiating with the Appraisal District and the County to lower the amount of the delinquent tax bill (e.g., reducing penalties). But ultimately, staff recommends that the Board authorize payment of the delinquent taxes so the lien can be lifted and the pending transactions can close.

7. Justification:

Closing on the Siddons-Martin and JettMedia transactions will result in net proceeds to the EEDC of approximately \$287,000, which more than offsets the taxes owed of approximately \$200,000, and private ownership of those properties will immediately start producing tax revenue. Staff does not believe that a potentially lengthy legal process to challenge the Appraisal District's position, or try to recoup money from Green Cold, is in the best interest of the City or the EEDC. In addition to resolving this matter and getting two new businesses in operation at the industrial park as quickly as possible, the EEDC will retain approximately 2.36 AC of Lot 7 for future development.

Blanca Davila
Director of Economic Development

ATTACHMENTS

Attachment A: Letter Regarding Green Cold Formed Steel LLC
Attachment B: Exhibits Regarding Green Cold Formed Steel LLC
Attachment C: Edinburg EDC Tax Proration Letter

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



December 9, 2021

VIA EMAIL

Jorge Gonzalez
Assistant Chief Appraiser
Hidalgo County Appraisal District
jgonzalez@hidalgoad.org

RE: Delinquent Tax Statement for North Industrial Park Lot 7

Mr. Gonzalez,

Thank you for speaking with me regarding this matter. I represent the Edinburg Economic Development Corporation (“EEDC”) and I’ve reached out to you regarding a tax delinquency for property described as North Industrial Park Lot 7 (the “Property”). A copy of the Delinquent Tax Statement Summary is attached as Exhibit A to this letter.

The statement shows that the delinquent property tax amounts for the Property were incurred between 2015 through 2019 and are due to another entity’s (Green Cold Formed Steel LLC) presumed ownership of the Property during that time. As explained below, the EEDC believes the delinquent tax should be removed in its entirety because the EEDC, not Green Cold, was legal owner of the Property during the period. In the alternative, the EEDC seeks to narrow the period at issue, eliminate penalty interest, and thereby reduce the balance amount.





Background

On October 21, 2011, the EEDC deeded the Property to Green Cold Formed Steel (“Green Cold”). The conveying deed contained conditions. Specifically, Green Cold was required to build a warehouse and to employ a certain number of people within 1 year of the deed date. *See* Ex. B, Special Warranty Deed at 6. If Green Cold failed the conditions, the EEDC could repurchase the Property for \$10.

Green Cold failed to satisfy these requirements within a year. Rather than abandon Green Cold’s project, the EEDC agreed to extend the time to satisfy the conditions. On May 22, 2013, a Correction Special Warranty Deed was signed giving Green Cold another 2 years to satisfy the conditions. *See* Ex. C, Correction Special Warranty Deed at 6. Ultimately, Green Cold failed the conditions within the extended time as well.

On May 25, 2015, the EEDC told Green Cold that it would exercise the repurchase option and take back the Property. Green Cold, however, refused to engage in discussions or comply with the repurchase requirements on the basis that it had filed suit against the company that had lent funds to build the warehouse. *See* Ex. D, *Green Cold Formed Steel v. T.D. Development, LC*, CL-15-1397-D (Hidalgo Cnty. Crt. #4 May 4, 2015).

A legal odyssey followed as the EEDC tried to take back the Property. After intervening in the lawsuit, the EEDC first overcame Green Cold’s lender’s competing claim to the property. A court formally ruled that the EEDC’s repurchase right was superior to the lender’s lien. *See* Ex. E, Order Granting Motion for Summary Judgment Filed by Intervenor





Edinburg Economic Development Corporation (332nd Dist. Ct. Hidalgo Cnty, March 6, 2018). Ultimately, the court also ordered that the EEDC had title of the Property “free and clear of all liens, claims, encumbrances and other clouds of title” because it had exercised its repurchase right. *See* Ex. F, Judgment (332nd Dist. Ct. Hidalgo Cnty, November 6, 2019).

Along the way, Green Cold’s attorneys withdrew their representation citing a lack of communication with their client;¹ the case was transferred from County Court to District Court because only District Courts have jurisdiction over suits involving title to land;² and Green Cold stopped responding to correspondence or participating in the legal proceedings all together, including at trial.³

Although the EEDC successfully obtained title the Property, it now faces an outstanding property tax bill of over \$200,00. Ex. A, Delinquent Tax Statement Summary, November 3, 2021. Green Cold paid property taxes owed between 2011 and 2014 while it was attempting to build a warehouse. But once the EEDC said it would repurchase the Property in May 2015, Green Cold stopped paying its property tax bill. The delinquent years are shown as 2015 through 2019. *See* Ex. A.



¹ *See* Ex.G, Motion for Withdrawal of Counsel, CL-15-1397-D (Hidalgo Cnty. Crt. #4 August 12, 2015).

² *See* Memorandum June 6, 2017, *Green Cold Formed Steel v. T.D. Development L.C.* ((332nd Dist. Ct. Hidalgo Cnty).

³ *See* Ex. F, Judgment (332nd Dist. Ct. Hidalgo Cnty, November 6, 2019).





Request

The EEDC seeks to extinguish the entire amount of delinquent taxes on record because the EEDC exercised its right to repurchase the Property, and by operation of law should have had title to the Property, in May 2015. In the alternative, the EEDC seeks to reduce the outstanding balance.

A. The EEDC Obtained Title In May 2015

The terms of the Correction Special Warranty Deed entitled the EEDC to repurchase the Property in May 2015. The EEDC advanced this option, but Green Cold refused to engage. A Court formally recognized the EEDC had clear title to the Property in November 2019 after years of legal procedure, motions, and argument. The delay was caused by Green Cold's refusal to participate, not by anything the EEDC did or didn't do.

Given that the EEDC properly asserted its right to repurchase, the legal date for the EEDC's ownership is May 25, 2015. Although the Court did not issue final judgment in the EEDC's favor until November 2019, Texas courts, using the doctrine of relation back, have recognized that ownership relates back to the first instance of legal right to the property rather than the date a Court issues judgment for title to the property. *See Silliman v. Taylor*, 35 Tex. Civ. App. 490, 493, 80 S.W. 651, 653 (1904, no writ) (ordering that property ownership relate back to the original date of sale even though it meant setting aside foreclosure); *First State Bank of Amarillo v. Jones*, 107 Tex. 623, 631, 183 S.W. 874, 876 (1916) (holding that bank's ownership of property related back to the date its secured interest in the property was realized). The Texas Supreme Court's holding in *Jones* is particularly instructive because the





Court determined that a property owner's "equitable right" to property is superior to recording statutes. *Jones*, 183 S.W. at 876. Another court applying the *Silliman* holding noted that applying the relation back doctrine is needed at times "in order that injustice and fraud may be prevented." *Hodges v. Moore*, 186 S.W. 415, 417 (Tex. Civ. App.—Amarillo 1916, no writ).

Here, the equities of the incident all weigh in favor of the EEDC. And applying the relation back doctrine to recognize the EEDC's ownership of the Property beginning May 25, 2015 will prevent compounding Green Cold's clear fraudulent conduct. It should be clear that the Court intended for the EEDC to have no indebtedness for simply taking the property back because it expressly ordered that the EEDC's title be "free and clear of all liens, claims, encumbrances and other clouds of title."

As a result, the EEDC asserts that its legal ownership for property tax purposes began on May 25, 2015 and that the amount of delinquent taxes are overstated.

B. In the Alternative, the period at issue should be significantly narrowed

To the extent there are taxes owed because of Green Cold's ownership between January 1, 2015 to May 24, 2015, that minimal time period only should be recognized and applied here. Further, since the amount actually owed is less than what appears on the Delinquent Tax Statement, the EEDC has not received notice of the actual amount owed. As a result, penalties and interest do not apply pursuant to Texas Tax Code Section 33.01.





Conclusion

The EEDC appreciates the opportunity to present this letter request. We look forward to your response and hope that we can work together to reach an equitable resolution.

If you have any questions, you may contact me at the City of Edinburg Legal Department at 956-388-8208.

Sincerely,

Omar Ochoa
City Attorney



EXHIBIT A

2020 TAX STATEMENT

PABLO (PAUL) VILLARREAL JR., PCC
HIDALGO COUNTY TAX ASSESSOR - COLLECTOR
PO BOX 178
EDINBURG, TEXAS 78540
(956) 318-2157



Account No: N5140-00-000-0007-00

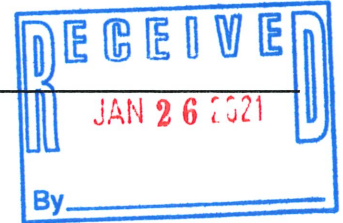
Certified Owner:

GREEN COLD- FORMED STEEL LLC
 6620 S 33RD ST
 BLDG J
 MCALLEN TX 78503-8973



Legal Description:

NORTH INDUSTRIAL PARK LOT 7



Legal Acres: 6.2220

Parcel Address: DEMOCRACY DR

As of Date: 01/08/2021

Appr. Dist. No.: 816710

Year	Tax Units	Remaining Levy	IF PAID IN JANUARY 2021		IF PAID IN FEBRUARY 2021		IF PAID IN MARCH 2021	
			Penalty Interest & Other Fees	Total	Penalty Interest & Other Fees	Total	Penalty Interest & Other Fees	Total
2020	1,2,22,41,54,55	\$18,408.36	\$0.00	\$18,408.36	\$1,288.58	\$19,696.94	\$1,656.76	\$20,065.12
2019	1,2,22,41,54,55	\$18,435.47	\$7,853.52	\$26,288.99	\$8,065.52	\$26,500.99	\$8,277.53	\$26,713.00
2018	1,2,22,41,54,55	\$18,816.93	\$10,612.76	\$29,429.69	\$10,829.15	\$29,646.08	\$11,045.55	\$29,862.48
2017	1,2,22,41,54,55	\$18,864.36	\$13,242.79	\$32,107.15	\$13,459.72	\$32,324.08	\$13,676.69	\$32,541.05
2016	1,2,22,41,54,55	\$18,932.11	\$15,902.97	\$34,835.08	\$16,120.71	\$35,052.82	\$16,338.41	\$35,270.52
2015	1,2,22,41,54,55	\$18,932.11	\$18,515.62	\$37,447.73	\$18,733.33	\$37,665.44	\$18,951.04	\$37,883.15
AMOUNT DUE *				\$178,517.00		\$180,886.35		\$182,335.32

Tax Unit Codes:

1 HIDALGO COUNTY 2 DRAINAGE DIST #1 22 CITY OF EDINBURG 41 EDINBURG CISD 54 SOUTH TEXAS ISD
 55 SOUTH TEXAS COLLEGE

Please disregard if paid in full. All 2020 taxes will become delinquent on February 1, 2021.

Call Tax Office if change of address or ownership.

IF YOU ARE 65 YEARS OF AGE OR OLDER OR ARE DISABLED AND THE PROPERTY DESCRIBED IN THIS DOCUMENT IS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE APPRAISAL DISTRICT REGARDING ANY ENTITLEMENT YOU MAY HAVE TO A POSTPONEMENT IN THE PAYMENT OF THESE TAXES.

PLEASE CUT AT THE DOTTED LINE AND RETURN THIS PORTION WITH YOUR PAYMENT.

As of Date: 01/08/2021

PLEASE NOTE YOUR ACCOUNT NUMBER ON YOUR CHECK AND MAKE CHECKS PAYABLE TO:

PABLO (PAUL) VILLARREAL JR., PCC
 HIDALGO COUNTY TAX ASSESSOR - COLLECTOR
 PO BOX 178
 EDINBURG, TEXAS 78540



Appr. Dist. No.:

N5140-00-000-0007-00

816710



086736

EDINBURG ECONOMIC DEV CORP
 PO BOX 4510
 EDINBURG TX 78540-4510

2133

If Paid In	Amount Due
JANUARY 2021	\$178,517.00
FEBRUARY 2021	\$180,886.35
MARCH 2021	\$182,335.32
Amount Paid:	\$

00008167100017851700

OFFICE OF THE TAX ASSESSOR-COLLECTOR HIDALGO COUNTY

EDINBURG

Main Office
2804 S Business Hwy 281
(956) 318-2157

From 8:00am - 4:30pm

MISSION

Branch Office
722 N Breyfogle, Ste. 104
(956) 205-7050

From 8:00am - 4:30pm

ALAMO

Branch Office
1429 S Tower Rd
(956) 784-8688

From 8:00am - 4:30pm

PHARR

Branch Office
300 W Hall Acres Rd, Ste. C
(956) 784-3560

From 8:00am - 4:30pm

ELSA

Branch Office
708 E Edinburg Ave, Ste. B
(956) 292-7622

From 8:00am - 4:30pm

SAN JUAN

Branch Office
509 E Earling Rd
(956) 283-1645

From 8:00am - 4:30pm

MCALLEN

Branch Office
300 E Hackberry Ave, Ste. 3
(956) 686-7424

From 8:00am - 4:30pm

WESLACO

Branch Office
1900 Joe Stephens, Ste. B
(956) 973-7825

From 8:00am - 4:30pm

OFFICES COUNTYWIDE TO BETTER SERVE YOU

PAYMENT OPTIONS: Taxpayer may pay the total amount due by cash, check, credit card, or make partial payments. Only U.S. funds from U.S. bank accounts are accepted. If total current tax is paid by January 31, no penalty and interest is charged. Taxpayer may establish an Escrow Account. A four-payment option is available for individuals who are disabled or at least 65 years of age or a disabled veteran with a residential homestead exemption. This plan spreads property tax bill over four payments in accordance with Texas Property Tax Code Sec. 31.031.

PAYMENT IN PERSON: If you wish to pay in person, you may pay at any of the above locations. A drop off box is available at the main office in Edinburg.

PAYMENT BY MAIL: Mail must be postmarked for the month in which payment is due in accordance with Texas Property Tax Code Sec. 1.08 (check should include current driver license #). If we have to return your payment for any reason, the postmark date of your reply envelope is the controlling date.

PENALTY AND INTEREST: Taxes are delinquent, if not paid prior to February 1 of each year and will accrue Penalty and Interest added in accordance with Texas Property Tax Code Sec. 33.01 (a).

On February 1 of each year, all accounts under legal judgment are turned over to a tax attorney for collection. In accordance with Texas Property Tax Code Sec. 6.30 (c) and Sec. 33.48, an attorney's fees and collection expenses will be added.

On April 1 of each year, all delinquent personal property taxes are turned over to a tax attorney for collection. In accordance with Texas Property Tax Code Sec. 6.30 (c) and Sec. 33.11, an attorney's fees and collection expenses will be added.

On July 1 of each year, all delinquent property taxes are turned over to a tax attorney for collection. In accordance with Texas Property Tax Code Sec. 6.30 (c) and Sec. 33.07, an attorney's fees and collection expenses will be added. (Please refer to the table provided as an example)

TEXAS PROPERTY TAX CODE SEC. 31.01 (g) states that failure to send or receive a tax bill does not affect the validity of the tax, penalty or interest, the due date, existence of a tax lien, or any procedure instituted to collect a tax.

Example of Penalty and Interest for 33.07 on a property assessed with \$1,000.00 Taxes Due					
Month	Penalty %	Interest %	Delinquent Amount	Coll Fees	Total Amount
January	0%	0%	\$ 1,000.00	\$ 0.00	\$ 1,000.00
February	6%	1%	\$ 1,070.00	\$ 0.00	\$ 1,070.00
March	7%	2%	\$ 1,090.00	\$ 0.00	\$ 1,090.00
April	8%	3%	\$ 1,110.00	\$ 0.00	\$ 1,110.00
May	9%	4%	\$ 1,130.00	\$ 0.00	\$ 1,130.00
June	10%	5%	\$ 1,150.00	\$ 0.00	\$ 1,150.00
July	12%	6%	\$ 1,180.00	\$ 177.00	\$ 1,357.00

TEXAS PROPERTY TAX CODE SEC. 42.08(a) states that the pendency of an appeal does not affect the delinquency date for the taxes on the property subject to the appeal. (d) states that a property owner who appeals must pay taxes on the property subject to the appeal or the property owner forfeits the right to proceed to the final determination of the appeal. The amount of taxes the property owner must pay on the property before the delinquency date to comply with the subsection is the lesser of:

- (1) the amount of taxes due on the portion of the taxable value of the property that is not in dispute; or
- (2) the amount of taxes due on the property under the order from which the appeal is taken.

TEXAS PROPERTY TAX CODE SEC. 33.045 states that "if you are 65 years of age or older or disabled and the property described in this document is your residence homestead, you should contact the appraisal district regarding any entitlement you may have to a postponement in the payment of these taxes"

INTERNET PAYMENTS 24/7: Can be made by going to www.hidalgocountytax.org. A convenience fee will be charged based on a fee schedule. **There is no fee when paying by Electronic Check.



MAIL PAYMENT TO:
Pablo (Paul) Villarreal Jr.
Hidalgo County Tax Assessor-Collector
PO Box 178
Edinburg TX 78540-0178

HIDALGO COUNTY APPRAISAL DISTRICT

CORRECTION FORM (address only)

Date _____

Entity _____

Clerk _____

PIDN					
	<u>CURRENT</u>			<u>PREVIOUS</u>	

NAME: _____

C/O: _____

ADDRESS: _____

CITY: _____

STATE: _____ ZIP: _____

(Use ZIP + 4)

DELINQUENT TAX STATEMENT

PABLO (PAUL) VILLARREAL JR., PCC
HIDALGO COUNTY TAX ASSESSOR - COLLECTOR
PO BOX 178
EDINBURG, TEXAS 78540
(956) 318-2157

Account No: N5140-00-000-0007-00

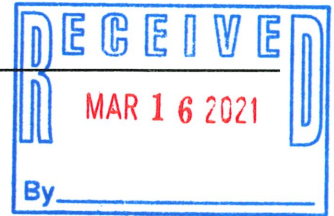
Certified Owner:

GREEN COLD- FORMED STEEL LLC
6620 S 33RD ST
BLDG J
MCALLEN TX 78503-8973



Legal Description:

NORTH INDUSTRIAL PARK LOT 7



Legal Acres: 6.2220

Parcel Address: DEMOCRACY DR

As of Date: 02/05/2021

Appr. Dist. No.: 816710

Year	Tax Units	Remaining Levy	IF PAID IN FEBRUARY 2021		IF PAID IN MARCH 2021		IF PAID IN APRIL 2021	
			Penalty Interest & Other Fees	Total	Penalty Interest & Other Fees	Total	Penalty Interest & Other Fees	Total
2020	1,2,22,41,54,55	\$18,408.36	\$1,288.58	\$19,696.94	\$1,656.76	\$20,065.12	\$2,024.93	\$20,433.29
2019	1,2,22,41,54,55	\$18,435.47	\$8,065.52	\$26,500.99	\$8,277.53	\$26,713.00	\$8,489.54	\$26,925.01
2018	1,2,22,41,54,55	\$18,816.93	\$10,829.15	\$29,646.08	\$11,045.55	\$29,862.48	\$11,261.92	\$30,078.85
2017	1,2,22,41,54,55	\$18,864.36	\$13,459.72	\$32,324.08	\$13,676.69	\$32,541.05	\$13,893.61	\$32,757.97
2016	1,2,22,41,54,55	\$18,932.11	\$16,120.71	\$35,052.82	\$16,338.41	\$35,270.52	\$16,556.12	\$35,488.23
2015	1,2,22,41,54,55	\$18,932.11	\$18,733.33	\$37,665.44	\$18,951.04	\$37,883.15	\$19,168.77	\$38,100.88
AMOUNT DUE				\$180,886.35		\$182,335.32		\$183,784.23

Tax Unit Codes:

1 HIDALGO COUNTY 2 DRAINAGE DIST #1 22 CITY OF EDINBURG 41 EDINBURG CISD 54 SOUTH TEXAS ISD
55 SOUTH TEXAS COLLEGE

Please disregard if paid in full.

Call Tax Office if change of address or ownership.

IF YOU ARE 65 YEARS OF AGE OR OLDER OR ARE DISABLED AND THE PROPERTY DESCRIBED IN THIS DOCUMENT IS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE APPRAISAL DISTRICT REGARDING ANY ENTITLEMENT YOU MAY HAVE TO A POSTPONEMENT IN THE PAYMENT OF THESE TAXES. IF THE PROPERTY DESCRIBED IN THIS DOCUMENT IS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE TAX COLLECTOR FOR HIDALGO COUNTY TAX OFFICE REGARDING A RIGHT YOU MAY HAVE TO ENTER INTO AN INSTALLMENT AGREEMENT DIRECTLY WITH THE TAX COLLECTOR FOR HIDALGO COUNTY TAX OFFICE FOR THE PAYMENT OF THESE TAXES.

THE TAXES ON THIS PROPERTY ARE DELINQUENT. THE PROPERTY IS SUBJECT TO A LIEN FOR THE DELINQUENT TAXES. IF THE DELINQUENT TAXES ARE NOT PAID, THE LIEN MAY BE FORECLOSED ON.

DETACH HERE AND RETURN WITH PAYMENT



PLEASE NOTE YOUR ACCOUNT NUMBER ON YOUR CHECK

MAKE CHECKS PAYABLE TO:

PABLO (PAUL) VILLARREAL JR., PCC
HIDALGO COUNTY TAX ASSESSOR - COLLECTOR
PO BOX 178
EDINBURG, TEXAS 78540



Appr. Dist. No.:

816710

As of Date: 02/05/2021

N5140-00-000-0007-00

071872



EDINBURG ECONOMIC DEV CORP
PO BOX 4510
EDINBURG TX 78540-4510

16155

If Paid In	Amount Due
FEBRUARY 2021	\$180,886.35
MARCH 2021	\$182,335.32
APRIL 2021	\$183,784.23
Amount Paid:	\$

00008167100018088635

(Use ZIP + 4)

DELINQUENT TAX STATEMENT



PABLO (PAUL) VILLARREAL JR., PCC
HIDALGO COUNTY TAX ASSESSOR - COLLECTOR
PO BOX 178
EDINBURG, TEXAS 78540
(956) 318-2157



Account No: N5140-00-000-0007-00

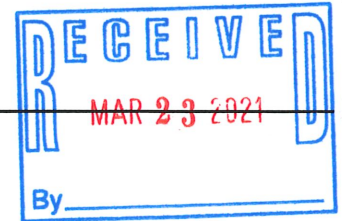
Certified Owner:

GREEN COLD- FORMED STEEL LLC
 6620 S 33RD ST
 BLDG J
 MCALLEN TX 78503-8973



Legal Description:

NORTH INDUSTRIAL PARK LOT 7



Legal Acres: 6.2220

Parcel Address: DEMOCRACY DR

As of Date: 03/05/2021

Appr. Dist. No.: 816710

Year	Tax Units	Remaining Levy	IF PAID IN MARCH 2021		IF PAID IN APRIL 2021		IF PAID IN MAY 2021	
			Penalty Interest & Other Fees	Total	Penalty Interest & Other Fees	Total	Penalty Interest & Other Fees	Total
2020	1,2,22,41,54,55	\$18,408.36	\$1,656.76	\$20,065.12	\$2,024.93	\$20,433.29	\$2,393.09	\$20,801.45
2019	1,2,22,41,54,55	\$18,435.47	\$8,277.53	\$26,713.00	\$8,489.54	\$26,925.01	\$8,701.53	\$27,137.00
2018	1,2,22,41,54,55	\$18,816.93	\$11,045.55	\$29,862.48	\$11,261.92	\$30,078.85	\$11,478.35	\$30,295.28
2017	1,2,22,41,54,55	\$18,864.36	\$13,676.69	\$32,541.05	\$13,893.61	\$32,757.97	\$14,110.55	\$32,974.91
2016	1,2,22,41,54,55	\$18,932.11	\$16,338.41	\$35,270.52	\$16,556.12	\$35,488.23	\$16,773.85	\$35,705.96
2015	1,2,22,41,54,55	\$18,932.11	\$18,951.04	\$37,883.15	\$19,168.77	\$38,100.88	\$19,386.48	\$38,318.59
AMOUNT DUE				\$182,335.32		\$183,784.23		\$185,233.19

Tax Unit Codes:

1 HIDALGO COUNTY 2 DRAINAGE DIST #1 22 CITY OF EDINBURG 41 EDINBURG CISD 54 SOUTH TEXAS ISD
 55 SOUTH TEXAS COLLEGE

Please disregard if paid in full.

Call Tax Office if change of address or ownership.

IF YOU ARE 65 YEARS OF AGE OR OLDER OR ARE DISABLED AND THE PROPERTY DESCRIBED IN THIS DOCUMENT IS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE APPRAISAL DISTRICT REGARDING ANY ENTITLEMENT YOU MAY HAVE TO A POSTPONEMENT IN THE PAYMENT OF THESE TAXES. IF THE PROPERTY DESCRIBED IN THIS DOCUMENT IS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE TAX COLLECTOR FOR HIDALGO COUNTY TAX OFFICE REGARDING A RIGHT YOU MAY HAVE TO ENTER INTO AN INSTALLMENT AGREEMENT DIRECTLY WITH THE TAX COLLECTOR FOR HIDALGO COUNTY TAX OFFICE FOR THE PAYMENT OF THESE TAXES.

THE TAXES ON THIS PROPERTY ARE DELINQUENT. THE PROPERTY IS SUBJECT TO A LIEN FOR THE DELINQUENT TAXES. IF THE DELINQUENT TAXES ARE NOT PAID, THE LIEN MAY BE FORECLOSED ON.

DETACH HERE AND RETURN WITH PAYMENT



PLEASE NOTE YOUR ACCOUNT NUMBER ON YOUR CHECK

MAKE CHECKS PAYABLE TO:

PABLO (PAUL) VILLARREAL JR., PCC
 HIDALGO COUNTY TAX ASSESSOR - COLLECTOR
 PO BOX 178
 EDINBURG, TEXAS 78540



Appr. Dist. No.:

N5140-00-000-0007-00

816710

As of Date: 03/05/2021

040689



EDINBURG ECONOMIC DEV CORP
 PO BOX 4510
 EDINBURG TX 78540-4510

12640

If Paid In	Amount Due
MARCH 2021	\$182,335.32
APRIL 2021	\$183,784.23
MAY 2021	\$185,233.19
Amount Paid:	\$ _____

00008167100018233532

OFFICE OF THE TAX ASSESSOR-COLLECTOR HIDALGO COUNTY

EDINBURG

Main Office
2804 S Business Hwy 281
(956) 318-2157

From 8:00am - 4:30pm

MISSION

Branch Office
722 N Breyfogle, Ste. 104
(956) 205-7050

From 8:00am - 4:30pm

ALAMO

Branch Office
1429 S Tower Rd
(956) 784-8688

From 8:00am - 4:30pm

PHARR

Branch Office
300 W Hall Acres Rd, Ste. C
(956) 784-3560

From 8:00am - 4:30pm

ELSA

Branch Office
708 E Edinburg Ave, Ste. B
(956) 292-7622

From 8:00am - 4:30pm

SAN JUAN

Branch Office
509 E Earling Rd
(956) 283-1645

From 8:00am - 4:30pm

MCALLEN

Branch Office
300 E Hackberry Ave, Ste. 3
(956) 686-7424

From 8:00am - 4:30pm

WESLACO

Branch Office
1900 Joe Stephens, Ste. B
(956) 973-7825

From 8:00am - 4:30pm

OFFICES COUNTYWIDE TO BETTER SERVE YOU

PAYMENT OPTIONS: Taxpayer may pay the total amount due by cash, check, credit card, or make partial payments. Only U.S. funds from U.S. bank accounts are accepted. If total current tax is paid by January 31, no penalty and interest is charged. Taxpayer may establish an Escrow Account. A four-payment option is available for individuals who are disabled or at least 65 years of age or a disabled veteran with a residential homestead exemption. This plan spreads property tax bill over four payments in accordance with Texas Property Tax Code Sec. 31.031.

PAYMENT IN PERSON: If you wish to pay in person, you may pay at any of the above locations. A drop off box is available at the main office in Edinburg.

PAYMENT BY MAIL: Mail must be postmarked for the month in which payment is due in accordance with Texas Property Tax Code Sec. 1.08 (check should include current driver license #). If we have to return your payment for any reason, the postmark date of your reply envelope is the controlling date.

PENALTY AND INTEREST: Taxes are delinquent, if not paid prior to February 1 of each year and will accrue Penalty and Interest added in accordance with Texas Property Tax Code Sec. 33.01 (a).

On February 1 of each year, all accounts under legal judgment are turned over to a tax attorney for collection. In accordance with Texas Property Tax Code Sec. 6.30 (c) and Sec. 33.48, an attorney's fees and collection expenses will be added.

On April 1 of each year, all delinquent personal property taxes are turned over to a tax attorney for collection. In accordance with Texas Property Tax Code Sec. 6.30 (c) and Sec. 33.11, an attorney's fees and collection expenses will be added.

On July 1 of each year, all delinquent property taxes are turned over to a tax attorney for collection. In accordance with Texas Property Tax Code Sec. 6.30 (c) and Sec. 33.07, an attorney's fees and collection expenses will be added. (Please refer to the table provided as an example)

TEXAS PROPERTY TAX CODE SEC. 31.01 (g) states that failure to send or receive a tax bill does not affect the validity of the tax, penalty or interest, the due date, existence of a tax lien, or any procedure instituted to collect a tax.

Example of Penalty and Interest for 33.07 on a property assessed with \$1,000.00 Taxes Due					
Month	Penalty %	Interest %	Delinquent Amount	Coll Fees	Total Amount
January	0%	0%	\$ 1,000.00	\$ 0.00	\$ 1,000.00
February	6%	1%	\$ 1,070.00	\$ 0.00	\$ 1,070.00
March	7%	2%	\$ 1,090.00	\$ 0.00	\$ 1,090.00
April	8%	3%	\$ 1,110.00	\$ 0.00	\$ 1,110.00
May	9%	4%	\$ 1,130.00	\$ 0.00	\$ 1,130.00
June	10%	5%	\$ 1,150.00	\$ 0.00	\$ 1,150.00
July	12%	6%	\$ 1,180.00	\$ 177.00	\$ 1,357.00

TEXAS PROPERTY TAX CODE SEC. 42.08(a) states that the pendency of an appeal does not affect the delinquency date for the taxes on the property subject to the appeal. (d) states that a property owner who appeals must pay taxes on the property subject to the appeal or the property owner forfeits the right to proceed to the final determination of the appeal. The amount of taxes the property owner must pay on the property before the delinquency date to comply with the subsection is the lesser of:

- (1) the amount of taxes due on the portion of the taxable value of the property that is not in dispute; or
- (2) the amount of taxes due on the property under the order from which the appeal is taken.

TEXAS PROPERTY TAX CODE SEC. 33.045 states that "if you are 65 years of age or older or disabled and the property described in this document is your residence homestead, you should contact the appraisal district regarding any entitlement you may have to a postponement in the payment of these taxes"

INTERNET PAYMENTS 24/7: Can be made by going to www.hidalgocountytax.org. A convenience fee will be charged based on a fee schedule.

**There is no fee when paying by Electronic Check.



MAIL PAYMENT TO:
Pablo (Paul) Villarreal Jr.
Hidalgo County Tax Assessor-Collector
PO Box 178
Edinburg TX 78540-0178

HIDALGO COUNTY APPRAISAL DISTRICT

Date _____

CORRECTION FORM (address only)

Entity _____

Clerk _____

PIDN

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--	--

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--	--	--	--

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CURRENT

PREVIOUS

NAME: _____

C/O: _____

ADDRESS: _____

CITY: _____

STATE: _____ ZIP: _____

(Use ZIP + 4)

DELINQUENT TAX STATEMENT SUMMARY



PABLO (PAUL) VILLARREAL JR., PCC
HIDALGO COUNTY TAX ASSESSOR - COLLECTOR
PO BOX 178
EDINBURG, TEXAS 78540
(956) 318-2157

Certified Owner:

EDINBURG ECONOMIC DEV CORP
PO BOX 4510
EDINBURG, TX 78540-4510

Legal Description:

NORTH INDUSTRIAL PARK LOT 7

Account No: N5140-00-000-0007-00

2021 Value: \$677,575
Appr. Dist. No.: 816710

Legal Acres: 6.2220

Parcel Address: 6930 DEMOCRACY DR

As of Date: 12/09/2021 Cause No: T1424-14A

Print Date: 12/09/2021 Printed By: ACT_INQ

Year	Tax Units	Remaining Levy	IF PAID BY December 31, 2021		IF PAID BY January 31, 2022		IF PAID BY February 28, 2022	
			Penalty Interest	Total	Penalty Interest	Total	Penalty Interest	Total
2015	1 2 22 41 54 55	\$18,932.11	\$20,910.52	\$39,842.63	\$21,128.24	\$40,060.35	\$21,345.94	\$40,278.05
2016	1 2 22 41 54 55	\$18,932.11	\$18,297.89	\$37,230.00	\$18,515.62	\$37,447.73	\$18,733.33	\$37,665.44
2017	1 2 22 41 54 55	\$18,864.36	\$15,629.12	\$34,493.48	\$15,846.06	\$34,710.42	\$16,063.02	\$34,927.38
2018	1 2 22 41 54 55	\$18,816.93	\$12,993.08	\$31,810.01	\$13,209.50	\$32,026.43	\$13,425.88	\$32,242.81
2019	1 2 22 41 54 55	\$18,435.47	\$10,185.60	\$28,621.07	\$10,397.62	\$28,833.09	\$10,609.62	\$29,045.09
2020	1 2 22 41 54 55	\$18,408.36	\$7,630.27	\$26,038.63	\$7,841.98	\$26,250.34	\$8,053.67	\$26,462.03

TOTAL AMOUNT DUE: \$112,389.34 \$85,646.48 \$198,035.82 \$86,939.02 \$199,328.36 \$88,231.46 \$200,620.80

Tax Unit Codes:

1 HIDALGO COUNTY 2 DRAIN DIST #1 22 CITY OF EDINBURG 41 EDINBURG CISD 54 SOUTH TEXAS ISD
55 SOUTH TEXAS COLLEGE

VISIT OUR WEBSITE TO PAY ONLINE OR INQUIRE ON YOUR PROPERTY AT WWW.HIDALGOCOUNTYTAX.ORG

IF THE PROPERTY DESCRIBED IN THIS DOCUMENT IS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE TAX COLLECTOR FOR THE HIDALGO COUNTY TAX OFFICE REGARDING A RIGHT YOU MAY HAVE TO ENTER INTO AN INSTALLMENT AGREEMENT DIRECTLY WITH THE TAX COLLECTOR FOR THE HIDALGO COUNTY TAX OFFICE FOR THE PAYMENT OF THESE TAXES.

PLEASE CUT AT THE DOTTED LINE AND RETURN THIS PORTION WITH YOUR PAYMENT

Print Date: 12/09/2021

Appr. Dist. No.: 816710

PLEASE NOTE YOUR ACCOUNT NUMBER ON YOUR CHECK AND MAKE PAYABLE TO:

PABLO (PAUL) VILLARREAL JR., PCC
HIDALGO COUNTY TAX ASSESSOR - COLLECTOR
PO BOX 178
EDINBURG, TEXAS 78540



N5140-00-000-0007-00

EDINBURG ECONOMIC DEV CORP
PO BOX 4510
EDINBURG, TX 78540-4510

If Paid By	Amount Due
December 31, 2021	\$198,035.82
January 31, 2022	\$199,328.36
February 28, 2022	\$200,620.80
Amount Paid:	\$_____.

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DELINQUENT TAX STATEMENT SUMMARY



PABLO (PAUL) VILLARREAL JR., PCC
HIDALGO COUNTY TAX ASSESSOR - COLLECTOR
PO BOX 178
EDINBURG, TEXAS 78540
(956) 318-2157

Certified Owner:

EDINBURG ECONOMIC DEV CORP
PO BOX 4510
EDINBURG, TX 78540-4510

Legal Description:

NORTH INDUSTRIAL PARK LOT 7

Account No: N5140-00-000-0007-00

2021 Value: \$677,575
Appr. Dist. No.: 816710

Legal Acres: 6.2220

Parcel Address: 6930 DEMOCRACY DR

As of Date: 12/09/2021 **Cause No:** T1424-14A

Print Date: 12/09/2021 **Printed By:** ACT_INQ

Year	Tax Units	Remaining Levy	IF PAID BY December 31, 2021		IF PAID BY January 31, 2022		IF PAID BY February 28, 2022	
			Penalty Interest	Total	Penalty Interest	Total	Penalty Interest	Total
TOTAL AMOUNT DUE:		\$112,389.34	\$85,646.48	\$198,035.82	\$86,939.02	\$199,328.36	\$88,231.46	\$200,620.80

THE TAXES ON THIS PROPERTY ARE DELINQUENT. THE PROPERTY IS SUBJECT TO A LIEN FOR THE DELINQUENT TAXES. IF THE DELINQUENT TAXES ARE NOT PAID, THE LIEN MAY BE FORECLOSED.

PLEASE CUT AT THE DOTTED LINE AND RETURN THIS PORTION WITH YOUR PAYMENT



31.1.43

Print Date: 12/09/2021

Appr. Dist. No.: 816710

PLEASE NOTE YOUR ACCOUNT NUMBER ON YOUR CHECK AND MAKE PAYABLE TO:

PABLO (PAUL) VILLARREAL JR., PCC
HIDALGO COUNTY TAX ASSESSOR - COLLECTOR
PO BOX 178
EDINBURG, TEXAS 78540



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N5140-00-000-0007-00

EDINBURG ECONOMIC DEV CORP
PO BOX 4510
EDINBURG, TX 78540-4510

If Paid By	Amount Due
December 31, 2021	\$198,035.82
January 31, 2022	\$199,328.36
February 28, 2022	\$200,620.80
Amount Paid:	\$_____.

00008167100019803582

DELINQUENT TAX STATEMENT SUMMARY



PABLO (PAUL) VILLARREAL JR., PCC
HIDALGO COUNTY TAX ASSESSOR - COLLECTOR
PO BOX 178
EDINBURG, TEXAS 78540
(956) 318-2157

Certified Owner:

EDINBURG ECONOMIC DEV CORP
PO BOX 4510
EDINBURG, TX 78540-4510

Legal Description:

NORTH INDUSTRIAL PARK LOT 7

Account No: N5140-00-000-0007-00

2021 Value: \$677,575
Appr. Dist. No.: 816710

Legal Acres: 6.2220

Parcel Address: 6930 DEMOCRACY DR

As of Date: 01/14/2022 **Cause No:** T1424-14A

Print Date: 01/14/2022 **Printed By:** ACT_INQ

Year	Tax Units	Remaining Levy	IF PAID BY January 31, 2022		IF PAID BY February 28, 2022		IF PAID BY March 31, 2022	
			Penalty Interest	Total	Penalty Interest	Total	Penalty Interest	Total
2015	1 2 22 41 54 55	\$18,932.11	\$21,128.24	\$40,060.35	\$21,345.94	\$40,278.05	\$21,563.69	\$40,495.80
2016	1 2 22 41 54 55	\$18,932.11	\$18,515.62	\$37,447.73	\$18,733.33	\$37,665.44	\$18,951.04	\$37,883.15
2017	1 2 22 41 54 55	\$18,864.36	\$15,846.06	\$34,710.42	\$16,063.02	\$34,927.38	\$16,279.94	\$35,144.30
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2019	1 2 22 41 54 55	\$18,435.47	\$10,397.62	\$28,833.09	\$10,609.62	\$29,045.09	\$10,821.61	\$29,257.08
2020	1 2 22 41 54 55	\$18,408.36	\$7,841.98	\$26,250.34	\$8,053.67	\$26,462.03	\$8,265.37	\$26,673.73

TOTAL AMOUNT DUE: **\$112,389.34** **\$86,939.02** **\$199,328.36** **\$88,231.46** **\$200,620.80** **\$89,523.95** **\$201,913.29**

Tax Unit Codes:

1 HIDALGO COUNTY **2** DRAIN DIST #1 **22** CITY OF EDINBURG **41** EDINBURG CISD **54** SOUTH TEXAS ISD
55 SOUTH TEXAS COLLEGE

VISIT OUR WEBSITE TO PAY ONLINE OR INQUIRE ON YOUR PROPERTY AT WWW.HIDALGOCOUNTYTAX.ORG

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PLEASE CUT AT THE DOTTED LINE AND RETURN THIS PORTION WITH YOUR PAYMENT

Print Date: 01/14/2022

Appr. Dist. No.: 816710

PLEASE NOTE YOUR ACCOUNT NUMBER ON YOUR CHECK AND MAKE PAYABLE TO:

PABLO (PAUL) VILLARREAL JR., PCC
HIDALGO COUNTY TAX ASSESSOR - COLLECTOR
PO BOX 178
EDINBURG, TEXAS 78540



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N5140-00-000-0007-00

EDINBURG ECONOMIC DEV CORP
PO BOX 4510
EDINBURG, TX 78540-4510

If Paid By	Amount Due
January 31, 2022	\$199,328.36
February 28, 2022	\$200,620.80
March 31, 2022	\$201,913.29
Amount Paid:	\$ _____.

00008167100019932836

DELINQUENT TAX STATEMENT SUMMARY



PABLO (PAUL) VILLARREAL JR., PCC
HIDALGO COUNTY TAX ASSESSOR - COLLECTOR
PO BOX 178
EDINBURG, TEXAS 78540
(956) 318-2157

Certified Owner:

EDINBURG ECONOMIC DEV CORP
PO BOX 4510
EDINBURG, TX 78540-4510

Legal Description:

NORTH INDUSTRIAL PARK LOT 7

Account No: N5140-00-000-0007-00

2021 Value: \$677,575
Appr. Dist. No.: 816710

Legal Acres: 6.2220

Parcel Address: 6930 DEMOCRACY DR

As of Date: 01/14/2022 **Cause No:** T1424-14A

Print Date: 01/14/2022 **Printed By:** ACT_INQ

Year	Tax Units	Remaining Levy	IF PAID BY January 31, 2022		IF PAID BY February 28, 2022		IF PAID BY March 31, 2022	
			Penalty Interest	Total	Penalty Interest	Total	Penalty Interest	Total
TOTAL AMOUNT DUE:		\$112,389.34	\$86,939.02	\$199,328.36	\$88,231.46	\$200,620.80	\$89,523.95	\$201,913.29

THE TAXES ON THIS PROPERTY ARE DELINQUENT. THE PROPERTY IS SUBJECT TO A LIEN FOR THE DELINQUENT TAXES. IF THE DELINQUENT TAXES ARE NOT PAID, THE LIEN MAY BE FORECLOSED.

PLEASE CUT AT THE DOTTED LINE AND RETURN THIS PORTION WITH YOUR PAYMENT

Print Date: 01/14/2022

Appr. Dist. No.: 816710

PLEASE NOTE YOUR ACCOUNT NUMBER ON YOUR CHECK AND MAKE PAYABLE TO:

PABLO (PAUL) VILLARREAL JR., PCC
HIDALGO COUNTY TAX ASSESSOR - COLLECTOR
PO BOX 178
EDINBURG, TEXAS 78540



N5140-00-000-0007-00

EDINBURG ECONOMIC DEV CORP
PO BOX 4510
EDINBURG, TX 78540-4510

If Paid By	Amount Due
January 31, 2022	\$199,328.36
February 28, 2022	\$200,620.80
March 31, 2022	\$201,913.29
Amount Paid:	\$_____.

00008167100019932836

(Use ZIP + 4)

EXHIBIT B

CHARGE TO: EDWARDS ABSTRACT
AND TITLE CO. GF# 2772386 mcl



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

2252790

DATE: October 21, 2011

GRANTOR: EDINBURG ECONOMIC DEVELOPMENT CORPORATION,
A non-profit Texas Development Corporation

GRANTOR'S MAILING ADDRESS (INCLUDING COUNTY):
602 W. University Drive
Edinburg, Hidalgo County, Texas 78539

GRANTEE: GREEN COLD-FORMED STEEL, LLC,
a Texas Limited Liability Company

GRANTEE'S MAILING ADDRESS (INCLUDING COUNTY):
6620 South 33rd Street, Bldg J, Suite 25
McAllen, Hidalgo County, Texas 78503

CONSIDERATION: CASH and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

PROPERTY (INCLUDING ANY IMPROVEMENTS):

Lot Seven (7), NORTH INDUSTRIAL PARK, an addition to the City of Edinburg, Hidalgo County, Texas, as per map or plat thereof filed on October 6, 2011, and recorded under Clerk's File No. 2247392, Official Records, and Map Records, Hidalgo County, Texas.

RESERVATIONS AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:
The Real property is conveyed to Grantee subject to the following but only to the extent the same exist and affect the Real Property, to-wit:

1. All oil, gas, and other minerals in and under and that may be produced from the Real Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits



Date: 5-3-16
I, Arturo Guajardo, Jr. County Clerk do
hereby certify that this is a true and
correct copy of the original document
filed in my office.
By: [Signature]
Deputy Clerk

from it;

2. Reservation of an oil, gas and other minerals, except as to a stated 1/8th of 1/8th non-participating royalty interest, as set forth in instrument dated January 1, 1946, recorded in Volume 576, Page 205, Volume 576, Page 215, and Volume 574, Page 478, and dated February 18, 1957, recorded in Volume 886, Page 159, Deed Records, Hidalgo County, Texas.

3. Oil, Gas and Mineral Lease dated March 15, 1944, recorded in Volume 54, Page 93, dated January 8, 1954, recorded in Volume 154, Page 252, and amended by instrument dated April 4, 1958, recorded in Volume 214, Page 1, Oil and Gas Records, and dated January 13, 1989, recorded in Volume 2883, Page 981, Official Records Hidalgo County, Texas;

4. Standby fees, taxes and assessments by any taxing authority for the year 2011 and subsequent years;

5. Easement for RIGHT-OF-WAY granted to NORTH ALAMO WATER SUPPLY CORPORATION, as set forth in instrument recorded in Volume 2039, Page 11, Official Records, Hidalgo County, Texas;

6. Easements, rules, regulations and rights in favor of Hidalgo County Irrigation District No. 15.;

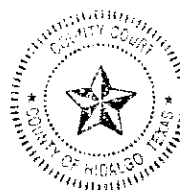
7. Easements and reservations as may appear upon the recorded map and dedication of said subdivision;

8. Easements, or claims of easements, which are not recorded in the public records;

9. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.

This conveyance is made by Seller and accepted by Purchaser under the express condition that Purchaser agrees that any construction or improvements to the real property shall be made according to the rules and regulations of Grantor's Architectural Control Committee and the City of Edinburg's Architectural Guidelines and furthermore this conveyance is made subject to Exhibit "A" attached hereto and made a part hereof for all purposes.

Grantor, for the Consideration and subject to the Reservations and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Real Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to



Date: 5-3-16
I, Arturo Guajardo, Jr. County Clerk do
hereby certify that this is a true and
correct copy of the original document
filed in my office.
By: [Signature]
Deputy Clerk

warrant and forever defend all and singular the Real Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations and the Exceptions to Conveyance and Warranty.

As part of the consideration for this deed, Grantor and Grantee agree that, as between Grantor and Grantee, the risk of liability or expense for environmental problems, even if arising from events before closing, is the sole responsibility of Grantee, regardless of whether the environmental problems were known or unknown at closing. Grantee indemnifies, holds harmless, and releases Grantor from liability for any latent defects and from any liability for environmental problems affecting the Real Property, including liability under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Texas Solid Waste Disposal Act, or the Texas Water Code. Grantee indemnifies, holds harmless, and releases Grantor from any liability for environmental problems affecting the Real Property arising as the result of Grantor's own negligence or the negligence of Grantor's representatives. Grantee indemnifies, holds harmless, and releases Grantor from any liability for environmental problems affecting the Real Property arising as the result of theories of products liability and strict liability, or under new laws or changes to existing laws enacted after the effective date that would otherwise impose on Grantor in this type of transaction new liabilities for environmental problems affecting the Real Property.

THE REAL PROPERTY IS SOLD AS IS, AND WITH ALL FAULTS. GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EITHER EXPRESS OR IMPLIED OR STATUTORY, RELATING TO THE REAL PROPERTY OR ANY PORTION THEREOF, OR ITS CONDITION, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY WITH RESPECT TO (A) THE STRUCTURAL CONDITION OF ANY IMPROVEMENTS, MAINTENANCE AND REPAIR OR THE NEED THEREFOR OR THE EXISTENCE OF AND DEFECTS, WHETHER LATENT, PATENT, STRUCTURAL, FUNCTIONAL, COSMETIC OR OTHERWISE; (B) ENVIRONMENTAL MATTERS RELATING TO THE REAL PROPERTY OR ANY PORTION THEREOF INCLUDING, WITHOUT LIMITATION, THE EXISTENCE OF ANY HAZARDOUS OR TOXIC SUBSTANCE, WASTES, HYDROCARBONS, POLYCLORINATED BIPHENYLS, ASBESTOS OR RELATED MATERIALS; (C) GEOLOGICAL CONDITIONS, INCLUDING, WITHOUT LIMITATION, SUBSIDENCE, SUBSURFACE CONDITIONS, WATER TABLE, UNDERGROUND WATER RESERVOIRS, LIMITATIONS REGARDING THE WITHDRAWAL OF WATER AND FAULTING; (D) WHETHER OR NOT AND THE EXTENT TO WHICH THE REAL PROPERTY OR ANY PORTION THEREOF ARE AFFECTED BY ANY STREAM (SURFACE OR UNDERGROUND), BODY OF WATER, FLOOD PRONE AREA, FLOOD PLAIN, FLOOD WAY OR SPECIAL FLOOD HAZARD; (E) DRAINAGE; (F) SOIL CONDITIONS; (G) THE

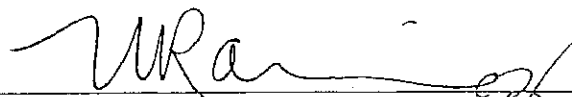


Date: 5-3-16
I, Arturo Guajardo, Jr. County Clerk do
hereby certify that this is a true and
correct copy of the original document
filed in my office.
By: [Signature]
Deputy Clerk

AVAILABILITY OF ANY UTILITIES TO THE PROPERTIES OR ANY PORTION THEREOF INCLUDING, WITHOUT LIMITATION, WATER, SEWAGE, GAS AND ELECTRIC; (H) USAGES OF ADJOINING PROPERTY; (I) ACCESS TO THE REAL PROPERTIES OR ANY PORTION THEREOF; AND (J) THE VALUE, COMPLIANCE WITH SPECIFICATIONS, SIZE, LOCATION, AGE, USE, MERCHANTABILITY, DESIGN, QUALITY, DESCRIPTION, DURABILITY, OPERATION OR CONDITION OF THE REAL PROPERTY OR ANY PORTION THEREOF, OR SUITABILITY OF THE REAL PROPERTY OR ANY PORTION THEREOF FOR GRANTEE'S PURPOSES, OR FITNESS FOR ANY USE OF PURPOSE WHATSOEVER. GRANTEE AGREES THAT GRANTEE IS NOT RELYING ON ANY WARRANTY OR REPRESENTATION OF GRANTOR AND THAT GRANTEE HAS SATISFIED OR WILL SATISFY ITSELF AS TO ALL THE FOREGOING MATTERS. GRANTOR FURTHER MAKES NO WARRANTY OF MERCHANTABILITY OF FITNESS FOR PURPOSE IN RESPECT OF THE REAL PROPERTY. GRANTEE AFFIRMS THAT GRANTEE HAS NOT RELIED ON GRANTOR'S SKILL OR JUDGMENT TO SELECT OR FURNISH SUCH REAL PROPERTY FOR ANY PARTICULAR PURPOSE AND THAT GRANTOR MAKES NO WARRANTY THAT SUCH REAL PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE.

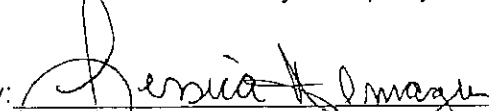
When the context requires, singular nouns and pronouns include the plural.

EDINBURG ECONOMIC DEVELOPMENT CORPORATION,
A non-profit Texas Development Corporation

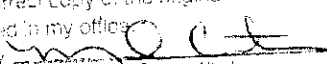
BY: 
Nelda Ramirez, Interim Executive Director

ACCEPTED:

GREEN COLD-FORMED STEEL, LLC,
A Texas Limited Liability Company

By: 
Jessica Almaguer, Managing Member



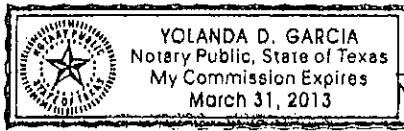
Date: 5-3-16
I, Arturo Guajardo, Jr. County Clerk do
hereby certify that this is a true and
correct copy of the original document
filed in my office.
By: 
Deputy Clerk

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on October 21, 2011, by Nelda Ramirez, Interim Executive Director of Edinburg Economic Development Corporation, a non-profit Texas Development Corporation, on behalf of said corporation.



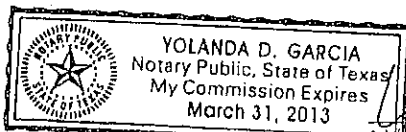
Yolanda D. Garcia
Notary Public

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS

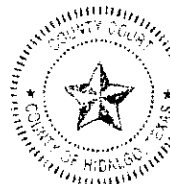
COUNTY OF HIDALGO

This instrument was acknowledged before me on October 21, 2011, by Jessica Almaguer, Managing Member of GREEN COLD-FORMED STEEL, LLC, a Texas limited liability company.



Yolanda D. Garcia
Notary Public

AFTER RECORDING RETURN TO:
CONTRERAS GUTIERREZ AND ASSOCIATES
10113 N. 10th St., Suite L
McAllen, Texas 78504
File # 03-027/GF#778326



Date: 5-3-16
I, Arturo Guajardo, Jr. County Clerk do
hereby certify that this is a true and
correct copy of the original document
filed in my office.
By: [Signature]
Deputy Clerk

EXHIBIT "A"

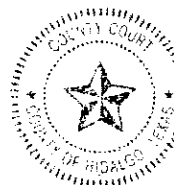
This conveyance is made by Grantor and accepted by Grantee under the express conditions that Grantee will (i) construct a twenty two thousand (22,000) square foot office, showroom with an enclosed lumber yard with an additional nine thousand (9,000) square feet available for lease on the property according to the rules and regulations of Grantor's Architectural Control Committee; all on or before one year from the date of the Special Warranty Deed and (ii) create thirty (30) permanent full-time jobs at the office, showroom on or before one year from the date of the Special Warranty Deed. If Grantee constructs a twenty two thousand (22,000) square foot office, showroom with an enclosed lumber yard with an additional nine thousand (9,000) square feet available for lease on the property according to the rules and regulations of Grantor's Architectural Control Committee; **all on or before one year from the date of the Special Warranty Deed** and (ii) creates thirty (30) permanent full-time jobs at the office, showroom on or before one year from the date of the Special Warranty Deed, then Grantee shall have no more liability herein and the conveyance to Grantee is free and clear of any restrictions and Grantor and Grantee shall execute an agreement wherein Grantor expressly acknowledges that Grantee has complied with the terms of the conveyance. However, if **Grantee shall have failed to (i) construct a twenty two thousand (22,000) square foot office, showroom with an enclosed lumber yard with an additional nine thousand (9,000) square feet available for lease on the property according to the rules and regulations of Grantor's Architectural Control Committee; all on or before one year from the date of the Special Warranty Deed and (ii) create thirty (30) permanent full-time jobs at the office, showroom on or before one year from the date of the Special Warranty Deed, the Grantor shall have the option (hereinafter the "option") to repurchase the property** under the following terms and conditions:

A) The purchase price for the property shall be the amount of \$10.00 and other good and valuable consideration.

B) Within thirty (30) days after this option is exercised, Grantee agrees to:

(i) Obtain (at Grantee's sole cost and expense) and furnish to Grantor an Owner's Commitment for Title Insurance (hereinafter the "Title Commitment") issued by a reputable title company of Grantee's choice, which commitment shall set forth the status of the title to the property and any other matters, if any, relating to the property;

(ii) Obtain (at Grantee's sole cost and expense) and furnish to Grantor legible copies (hereinafter the "copies") of all documents of record referred to in the Title Commitment including, but not limited to, reservations, restrictions and easements; and

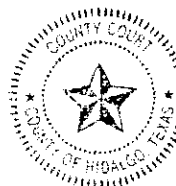


Date: 5-3-16
I, Arturo Guajardo, Jr. County Clerk do
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Deputy Clerk

(iii) If the Title Commitment fails to show good and indefeasible fee simple title to the property to be in Grantee (free and clear of all exceptions and reservations, except the reservations and exceptions contained in the conveyance from Grantor to Grantee), then Grantor shall give Grantee written notice thereof. If Grantor gives such notice to Grantee, Grantee shall in good faith attempt to cure the Objections. If Grantor gives notice of the Objections and Grantee does not cure the Objections, cause the Title Commitment to be amended to give effect to matters that are cured, and give Grantor written notice thereof within 14 calendar days following receipt of the Notice from Grantor, Grantor may unilaterally abrogate any election made under this option and this option shall be deemed terminated, except as provided in paragraph (G) of this option. Should no such election be made by the Grantor as aforesaid, then Grantor's election to purchase shall continue in full force and effect and Grantor, at the Closing (as that term is hereinafter defined), shall accept the title to the property which Grantee is able to convey in accordance with the provisions of this option, but with no change in any of Grantor's obligations under this option and with no reduction in the Purchase Price attributable to the Objections. Irrespective of the generality of the language contained in this paragraph (B), Grantor shall not be required to object (and same shall not be deemed an item accepted by Grantor) to any matters contained in Schedule "C" of the Title Commitment, but such shall be released or otherwise satisfied by Grantee at the Closing; provided, however, that if Grantee fails or refuses to so secure such release or otherwise satisfy any requirement contained in Schedule "C" of the Title Commitment at or before the Closing, that inaction shall be deemed an uncured and unwaived Objection under this option and unless Grantor shall specifically agree at the Closing to accept title to the property subject to such exception, then this option shall be deemed terminated, except as to the remedies provided in paragraph (G) of this option.

C) From and after the date of the conveyance from Grantor to Grantee, and until this option expires under its terms, Grantee agrees not to voluntarily alter title of the property from that existing as of the date of the conveyance from Grantor to Grantee; provided, however, that this prohibition shall not be deemed to include liens and like encumbrances burdening the property (i) if the funds derived from the indebtedness secured thereby are projected or expected to be utilized to negate this option by appropriate development of the property and (ii) if, in fact, such funds derived from the indebtedness secured thereby are substantially utilized for that purpose. If, however, for whatever reason, the contemplated development to such property is not made, this option and the rights of Grantor hereunder shall continue in full force and effect and such lien or like encumbrance shall be administered (and Grantor shall have the same remedies therefore) as other matters contained in Schedule "C" of the Title Commitment.

D) This option shall commence thirteen (13) months after the date of the Special Warranty Deed from Grantor to Grantee and may be exercised any time



Date: 5-3-16
I, Arturo Guajardo, Jr. County Clerk do
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Deputy Clerk

after such thirteen (13) month period only in the event that Grantee fails to (i) construct a twenty two thousand (22,000) square foot office, showroom with an enclosed lumber yard with an additional nine thousand (9,000) square feet available for lease on the real property according to the rules and regulations of Grantor's Architectural Control Committee; all on or before one year from the date of the Special Warranty Deed and (ii) create thirty (30) permanent full-time jobs at the office, showroom on or before one year from the date of the Special Warranty Deed. Grantor shall exercise this option only by communicating to Grantee in writing its election to purchase the property. As, if and when Grantor shall have made its election to purchase in the time and manner provided in this paragraph (D), "the option is exercised" for the purpose hereof.

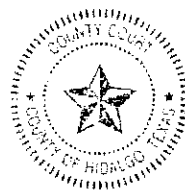
E) The Closing (the "Closing") of the purchase herein contemplated shall occur not more than ninety (90) calendar days after this option is exercised.

F) The following shall occur at the Closing, all of which shall be deemed concurrent conditions:

(i) Grantee, at Grantee's sole cost and expense, shall deliver or cause to be delivered to Grantor the following:

(a) A General Warranty Deed (the "Deed") reasonably acceptable to Grantor in form and substance, fully executed and acknowledged by Grantee conveying to Grantor title to the property, subject to the Exceptions and Reservations and those additional encumbrances appearing in the Title Commitment that either are not objected to, or if objected to, are not cured and are subsequently waived pursuant to paragraph (B) hereof;

(b) An Owner's Policy of Title Insurance (the "Owner's Policy"), at Grantee's expense, issued by the Title Company to Grantor in the amount of the Purchase Price for the property insuring that, after the completion of the Closing, Grantor is the owner of good and indefeasible fee simple title to the property, subject to the Exceptions and Reservations and those additional encumbrances appearing on the Commitment that either are not objected to, or if objected to, are not cured and are subsequently waived pursuant to paragraph (B) of this option and the standard printed exceptions included in a Texas Standard Form Owner Policy of Title Insurance, provided, however, the printed form survey exception, if requested by Grantor (but at Grantor's sole cost and expense) shall be limited to "shortages in area", and any other discrepancies, conflicts, encroachments and overlapping of improvements shown on the Survey and affecting the property. Unless Grantor shall obtain the acquiescence of the Title Company to delete the "rights of parties in



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Deputy Clerk

possession" exception of Owner's Policy and shall pay all costs or premiums involved therefore, then the Owner's Policy shall contain an exception for rights of parties in possession, and Grantor agrees at Closing to execute such written affirmation to that effect as may be required by the Title Company; nevertheless, this exception shall not abrogate Grantee's duties and responsibilities at the Closing under subsentence (F) below;

Any and all documents reasonably required by Grantor or the Title Company to consummate the Closing, duly executed, sworn to and/or acknowledged (when the form of the document so provides) by Grantee;

Evidence satisfactory to the Title Company that the person(s) executing the Deed and any other documents with respect to the transaction contemplated by this option has or on behalf of Grantee has full right, power and authority to do so; and

An Affidavit stating Grantee's taxpayer identification number and that Grantor is not a "foreign person" under the meaning of Section 1445, et seq. of the Internal Revenue Code;

Possession of the Undeveloped property free of all tenancies or any other rights to possession.

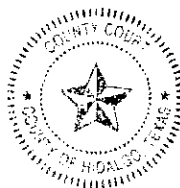
- (ii) Grantor, at Grantor's sole cost and expense, shall deliver or cause to be delivered to Grantee the following:

A certified or cashier's check, certified or drawn (as the case may be) on a financial institution reasonably acceptable to Grantee and the Title Company, payable to the order of Grantee (or its designee) in an amount of money equal to the Purchase Price.

- (iii) Grantee shall pay for its attorney's fees and Grantor's attorney's fees; Grantee shall pay recording fees to clear title to the property and to record the Deed.

- (iv) Ad valorem and similar taxes and assessments relating to the property which are due and payable shall be paid by Grantee; ad valorem and similar taxes and assessments for the year of closing shall be paid by Grantee also.

- (v) Grantee shall pay and have released all liens described in this Deed.



Date: 5-3-16
I, Arturo Guajardo, Jr. County Clerk do
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filed in my office.
By [Signature]
Deputy Clerk

(vi) Grantee shall pay for all closing costs of both parties.

G) If Grantee shall fail to comply with the provisions of this option (unless a specific right not to so comply is reserved to Grantee in this option), Grantor, at its discretion, may seek such remedy as may be provided by law. If after the exercise of this option Grantor shall fail to comply with this Option (unless a specific right not to so comply is reserved by Grantor in this option), Grantee (as its sole remedy) shall refuse to recognize the exercise of this option, and all parties are released from further liability.

H) The rights of Grantor contained in this option are in addition to, and not in lieu of any other rights of Grantor under this option and under other agreements between Grantor and Grantee, and Grantor may enforce its rights under this option or under any other agreement or under both.



Date: 5-3-16
I, Arturo Guajardo, Jr. County Clerk do
hereby certify that this is a true and
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filed in my office.
By: [Signature]
Deputy Clerk

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg, TX 78540



70 2011 02252790

Instrument Number: 2011-2252790

Recorded On: October 27, 2011

As
Recording

Parties:

To

Billable Pages: 10

Number of Pages: 11

Comment: SPEC WD GF#772386

** Examined and Charged as Follows: **

Recording	52.00
Total Recording:	52.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2011-2252790
Receipt Number: 1232812
Recorded Date/Time: October 27, 2011 04:48P

Record and Return To:

CONTRERAS GUTIERREZ & ASSOC. PC
10113 N. 10TH STREET, SUITE L
FILE#03-027/GF#778326
MCALLEN TX 78504

User / Station: T Rivera - Cash Superstation 10



STATE OF TEXAS
COUNTY OF HIDALGO

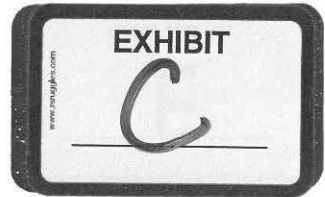
I hereby certify that this instrument was FILED in the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Arturo Guajardo Jr.
County Clerk
Hidalgo County, TX



Date: 5-3-16
I, Arturo Guajardo Jr., County Clerk do
hereby certify that this is a true and
correct copy of the original document
filed in my office.
By: [Signature]
Deputy Clerk

EXHIBIT C



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**CORRECTION
SPECIAL WARRANTY DEED**

Date: May 22, 2013
(but effective October 21, 2011)

EDINBURG ECONOMIC DEVELOPMENT CORPORATION,
A Texas Non-Profit Development Corporation

Grantor's mailing address (including county):
602 West University Drive
Edinburg, Hidalgo County, Texas 78539

Grantee: GREEN COLD-FORMED STEEL, LLC,
A Texas Limited Liability Company

Grantee's mailing address (including county):
6620 South 33rd Street, Bldg J, Suite 25
McAllen, Hidalgo County, Texas 78503

Consideration: CASH and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

Lot Seven (7), NORTH INDUSTRIAL Park, an addition to the City of Edinburg, Hidalgo County, Texas, as per map or plat thereof filed on October 6, 2011, and recorded under Clerk's file No. 2247392, Official Records, and Map Records, Hidalgo County, Texas.

RESERVATIONS AND EXCEPTIONS TO CONVEYANCE AND WARRANTY: The Real property is conveyed to Grantee subject to the following but only to the extent the same exist and affect the Real Property, to-wit:

1. All oil, gas, and other minerals in and under and that may be produced from the Real Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it;
2. Reservation of an oil, gas and other minerals, except as to a stated 1/8th of 1/8th non-participating royalty interest, as set forth in instrument dated January 1, 1946, recorded in Volume 576, Page 205, Volume 576, Page 215, and Volume 574, Page

478, and dated February 18, 1957, recorded in Volume 886, Page 159, Deed Records, Hidalgo County, Texas.

3. Oil, Gas and Mineral Lease dated March 15, 1944, recorded in Volume 54, Page 93, dated January 8, 1954, recorded in Volume 154, Page 252, and amended by instrument dated April 4, 1958, recorded in Volume 214, Page 1, Oil and Gas Records, and dated January 13, 1989, recorded in Volume 2883, Page 981, Official Records Hidalgo County, Texas;

4. Standby fees, taxes and assessments by any taxing authority for the year 2011 and subsequent years;

5. Easement for RIGHT-OF-WAY granted to NORTH ALAMO WATER SUPPLY CORPORATION, as set forth in instrument recorded in Volume 2039, Page 11, Official Records, Hidalgo County, Texas;

6. Easements, rules, regulations and rights in favor of Hidalgo County Irrigation District No. 15.;

7. Easements and reservations as may appear upon the recorded map and dedication of said subdivision;

8. Easements, or claims of easements, which are not recorded in the public records;

9. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.

This conveyance is made by Seller and accepted by Purchaser under the express condition that Purchaser agrees that any construction or improvements to the real property shall be made according to the rules and regulations of Grantor's Architectural Control Committee and the City of Edinburg's Architectural Guidelines and furthermore this conveyance is made subject to Exhibit "A" attached hereto and made a part hereof for all purposes.

Grantor, for the Consideration and subject to the Reservations and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Real Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Real Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations and the Exceptions to Conveyance and Warranty.

As part of the consideration for this deed, Grantor and Grantee agree that, as between Grantor and Grantee, the risk of liability or expense for environmental problems, even if arising from events before closing, is the sole responsibility of Grantee, regardless of whether the environmental problems were known or unknown at closing. Grantee indemnifies, holds harmless, and releases Grantor from liability for any latent defects and from any liability for environmental problems affecting the Real Property, including liability under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Texas Solid Waste Disposal Act, or the Texas Water Code. Grantee indemnifies, holds harmless, and releases Grantor from any liability for environmental problems affecting the Real Property arising as the result of Grantor's own negligence or the negligence of Grantor's representatives. Grantee indemnifies, holds harmless, and releases Grantor from any liability for environmental problems affecting the Real Property arising as the result of theories of products liability and strict liability, or under new laws or changes to existing laws enacted after the effective date that would otherwise impose on Grantor in this type of transaction new liabilities for environmental problems affecting the Real Property.

THE REAL PROPERTY IS SOLD AS IS, AND WITH ALL FAULTS. GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EITHER EXPRESS OR IMPLIED OR STATUTORY, RELATING TO THE REAL PROPERTY OR ANY PORTION THEREOF, OR ITS CONDITION, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY WITH RESPECT TO: (A) THE STRUCTURAL CONDITION OF ANY IMPROVEMENTS, MAINTENANCE AND REPAIR OR THE NEED THEREFOR OR THE EXISTENCE OF AND DEFECTS, WHETHER LATENT, PATENT, STRUCTURAL, FUNCTIONAL, COSMETIC OR OTHERWISE; (B) ENVIRONMENTAL MATTERS RELATING TO THE REAL PROPERTY OR ANY PORTION THEREOF INCLUDING, WITHOUT LIMITATION, THE EXISTENCE OF ANY HAZARDOUS OR TOXIC SUBSTANCE, WASTES, HYDROCARBONS, POLYCHLORINATED BIPHENYLS, ASBESTOS OR RELATED MATERIALS; (C) GEOLOGICAL CONDITIONS, INCLUDING, WITHOUT LIMITATION, SUBSIDENCE, SUBSURFACE CONDITIONS, WATER TABLE, UNDERGROUND WATER RESERVOIRS, LIMITATIONS REGARDING THE WITHDRAWAL OF WATER AND FAULTING; (D) WHETHER OR NOT AND THE EXTENT TO WHICH THE REAL PROPERTY OR ANY PORTION THEREOF ARE AFFECTED BY ANY STREAM (SURFACE OR UNDERGROUND), BODY OF WATER, FLOOD PRONE AREA, FLOOD PLAIN, FLOOD WAY OR SPECIAL FLOOD HAZARD; (E) DRAINAGE; (F) SOIL CONDITIONS; (G) THE AVAILABILITY OF ANY UTILITIES TO THE PROPERTIES OR ANY PORTION THEREOF INCLUDING, WITHOUT LIMITATION, WATER, SEWAGE, GAS AND ELECTRIC; (H) USAGES OF ADJOINING PROPERTY; (I) ACCESS TO THE REAL PROPERTIES OR ANY PORTION THEREOF; AND (J) THE VALUE, COMPLIANCE WITH SPECIFICATIONS, SIZE, LOCATION, AGE, USE, MERCHANTABILITY, DESIGN, QUALITY, DESCRIPTION, DURABILITY, OPERATION OR CONDITION OF THE REAL PROPERTY OR ANY PORTION THEREOF, OR SUITABILITY OF THE REAL PROPERTY OR ANY PORTION THEREOF FOR

GRANTEE'S PURPOSES, OR FITNESS FOR ANY USE OF PURPOSE WHATSOEVER. GRANTEE AGREES THAT GRANTEE IS NOT RELYING ON ANY WARRANTY OR REPRESENTATION OF GRANTOR AND THAT GRANTEE HAS SATISFIED OR WILL SATISFY ITSELF AS TO ALL THE FOREGOING MATTERS. GRANTOR FURTHER MAKES NO WARRANTY OF MERCHANTABILITY OF FITNESS FOR PURPOSE IN RESPECT OF THE REAL PROPERTY. GRANTEE AFFIRMS THAT GRANTEE HAS NOT RELIED ON GRANTOR'S SKILL OR JUDGMENT TO SELECT OR FURNISH SUCH REAL PROPERTY FOR ANY PARTICULAR PURPOSE AND THAT GRANTOR MAKES NO WARRANTY THAT SUCH REAL PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE.

THIS SECOND CORRECTION SPECIAL WARRANTY DEED IS BEING FILED AS A CORRECTION OF A CORRECTION SPECIAL WARRANTY DEED WHICH CORRECTED A SPECIAL WARRANTY DEED ("ORIGINAL DEED") DATED OCTOBER 21, 2011, RECORDED ON OCTOBER 27, 2011 UNDER DOCUMENT NO. 2011-2252790, OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS EXECUTED AND FILED. THE "ORIGINAL DEED" INCORRECTLY STATED THE LENGTH OF TIME TO COMPLETE THE PROJECT IN EXHIBIT "A". A CORRECTION SPECIAL WARRANTY DEED DATED DECEMBER 31, 2012, RECORDED ON JANUARY 3, 2013 UNDER DOCUMENT NO. 2013-2370999, OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS EXECUTED AND FILED ALSO INCORRECTLY STATED THE LENGTH OF TIME TO COMPLETE THE PROJECT IN EXHIBIT "A".

IN ALL OTHER RESPECTS, THIS CORRECTION SPECIAL WARRANTY DEED IS THE SAME AS THE ORIGINAL SPECIAL WARRANTY DEED.

When the context requires, singular nouns and pronouns include the plural.

EDINBURG ECONOMIC DEVELOPMENT CORPORATION,
A non-profit Texas Development Corporation

BY: _____

Nelda Ramirez, Executive Director

ACCEPTED:

GREEN COLD-FORMED STEEL, LLC,
A Texas Limited Liability Company

By: _____

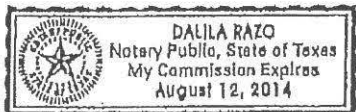
Jessica Almaguer, Managing Member

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on May 22, 2013, by Nelda Ramirez, Executive Director of Edinburg Economic Development Corporation, a non-profit Texas Development Corporation, on behalf of said corporation.



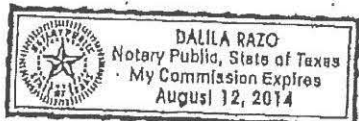
Dalila Razo
Notary Public

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on May 22, 2013, by Jessica Almaguer, Managing Member of GREEN COLD-FORMED STEEL, LLC, a Texas limited liability company.



Dalila Razo
Notary Public

AFTER RECORDING RETURN TO:
CONTRERAS GUTIERREZ AND ASSOCIATES
10113 N. 10th St., Suite L
McAllen, Texas 78504
File # 03-027/GF#778326

EXHIBIT "A"

This conveyance is made by Grantor and accepted by Grantee under the express conditions that Grantee will (i) construct a twenty two thousand (22,000) square foot office, showroom with an enclosed lumber yard with an additional nine thousand (9,000) square feet available for lease on the property according to the rules and regulations of Grantor's Architectural Control Committee; all on or before twenty-four (24) months from the date of the Special Warranty Deed and (ii) create thirty (30) permanent full-time jobs at the office, showroom on or before twenty-four (24) months from the date of the Special Warranty Deed. If Grantee constructs a twenty two thousand (22,000) square foot office, showroom with an enclosed lumber yard with an additional nine thousand (9,000) square feet available for lease on the property according to the rules and regulations of Grantor's Architectural Control Committee; all on or before twenty-four (24) months year from the date of the Special Warranty Deed and (ii) creates thirty (30) permanent full-time jobs at the office, showroom on or before twenty-four (24) months from the date of the Special Warranty Deed, then Grantee shall have no more liability herein and the conveyance to Grantee is free and clear of any restrictions and Grantor and Grantee shall execute an agreement wherein Grantor expressly acknowledges that Grantee has complied with the terms of the conveyance. However, if Grantee shall have failed to (i) construct a twenty two thousand (22,000) square foot office, showroom with an enclosed lumber yard with an additional nine thousand (9,000) square feet available for lease on the property according to the rules and regulations of Grantor's Architectural Control Committee; all on or before twenty-four (24) months year from the date of the Special Warranty Deed and (ii) create thirty (30) permanent full-time jobs at the office, showroom on or before twenty-four (24) months from the date of the Special Warranty Deed, the Grantor shall have the option (hereinafter the "option") to repurchase the property under the following terms and conditions:

A) The purchase price for the property shall be the amount of \$10.00 and other good and valuable consideration.

B) Within thirty (30) days after this option is exercised, Grantee agrees to:

(i) Obtain (at Grantee's sole cost and expense) and furnish to Grantor an Owner's Commitment for Title Insurance (hereinafter the "Title Commitment") issued by a reputable title company of Grantee's choice, which commitment shall set forth the status of the title to the property and any other matters, if any, relating to the property;

(ii) Obtain (at Grantee's sole cost and expense) and furnish to Grantor legible copies (hereinafter the "copies") of all documents of record referred to in the Title Commitment including, but not limited to, reservations, restrictions and easements; and

(iii) If the Title Commitment fails to show good and indefeasible fee simple title to the property to be in Grantee (free and clear of all exceptions and reservations, except the reservations and exceptions contained in the conveyance from Grantor to Grantee), then Grantor shall give Grantee written notice thereof. If Grantor gives such notice to Grantee, Grantee shall in good faith attempt to cure the Objections. If Grantor

gives notice of the Objections and Grantee does not cure the Objections, cause the Title Commitment to be amended to give effect to matters that are cured, and give Grantor written notice thereof within fourteen (14) calendar days following receipt of the Notice from Grantor, Grantor may unilaterally abrogate any election made under this option and this option shall be deemed terminated, except as provided in paragraph (G) of this option. Should no such election be made by the Grantor as aforesaid, then Grantor's election to purchase shall continue in full force and effect and Grantor, at the Closing (as that term is hereinafter defined), shall accept the title to the property which Grantee is able to convey in accordance with the provisions of this option, but with no change in any of Grantor's obligations under this option and with no reduction in the Purchase Price attributable to the Objections. Irrespective of the generality of the language contained in this paragraph (B), Grantor shall not be required to object (and same shall not be deemed an item accepted by Grantor) to any matters contained in Schedule "C" of the Title Commitment, but such shall be released or otherwise satisfied by Grantee at the Closing; provided, however, that if Grantee fails or refuses to so secure such release or otherwise satisfy any requirement contained in Schedule "C" of the Title Commitment at or before the Closing, that inaction shall be deemed an uncured and unwaived Objection under this option and unless Grantor shall specifically agree at the Closing to accept title to the property subject to such exception, then this option shall be deemed terminated, except as to the remedies provided in paragraph (G) of this option.

C) From and after the date of the conveyance from Grantor to Grantee, and until this option expires under its terms, Grantee agrees not to voluntarily alter title of the property from that existing as of the date of the conveyance from Grantor to Grantee; provided, however, that this prohibition shall not be deemed to include liens and like encumbrances burdening the property (i) if the funds derived from the indebtedness secured thereby are projected or expected to be utilized to negate this option by appropriate development of the property and (ii) if, in fact, such funds derived from the indebtedness secured thereby are substantially utilized for that purpose. If, however, for whatever reason, the contemplated development to such property is not made, this option and the rights of Grantor hereunder shall continue in full force and effect and such lien or like encumbrance shall be administered (and Grantor shall have the same remedies therefore) as other matters contained in Schedule "C" of the Title Commitment.

D) This option shall commence twenty-five (25) months after the date of the Special Warranty Deed from Grantor to Grantee and may be exercised any time after such twenty-five (25) month period only in the event that Grantee fails to (i) construct a twenty two thousand (22,000) square foot office, showroom with an enclosed lumber yard with an additional nine thousand (9,000) square feet available for lease on the real property according to the rules and regulations of Grantor's Architectural Control Committee; all on or before twenty-four (24) months from the date of the Special Warranty Deed and (ii) create thirty (30) permanent full-time jobs at the office, showroom on or before twenty-four (24) months from the date of the Special Warranty Deed. Grantor shall exercise this option only by communicating to Grantee in writing its election to purchase the property. As, if and when Grantor shall have made its election to purchase in the time

and manner provided in this paragraph (D), "the option is exercised" for the purpose hereof.

E) The Closing (the "Closing") of the purchase herein contemplated shall occur not more than ninety (90) calendar days after this option is exercised.

F) The following shall occur at the Closing, all of which shall be deemed concurrent conditions:

(i) Grantee, at Grantee's sole cost and expense, shall deliver or cause to be delivered to Grantor the following:

(a) A General Warranty Deed (the "Deed") reasonably acceptable to Grantor in form and substance; fully executed and acknowledged by Grantee conveying to Grantor title to the property, subject to the Exceptions and Reservations and those additional encumbrances appearing in the Title Commitment that either are not objected to, or if objected to, are not cured and are subsequently waived pursuant to paragraph (B) hereof;

(b) An Owner's Policy of Title Insurance (the "Owner's Policy"), at Grantee's expense, issued by the Title Company to Grantor in the amount of the Purchase Price for the property insuring that, after the completion of the Closing, Grantor is the owner of good and indefeasible fee simple title to the property, subject to the Exceptions and Reservations and those additional encumbrances appearing on the Commitment that either are not objected to, or if objected to, are not cured and are subsequently waived pursuant to paragraph (B) of this option and the standard printed exceptions included in a Texas Standard Form Owner Policy of Title Insurance, provided, however, the printed form survey exception, if requested by Grantor (but at Grantor's sole cost and expense) shall be limited to "shortages in area", and any other discrepancies, conflicts, encroachments and overlapping of improvements shown on the Survey and affecting the property. Unless Grantor shall obtain the acquiescence of the Title Company to delete the "rights of parties in possession" exception of Owner's Policy and shall pay all costs or premiums involved therefore, then the Owner's Policy shall contain an exception for rights of parties in possession, and Grantor agrees at Closing to execute such written affirmation to that effect as may be required by the Title Company; nevertheless, this exception shall not abrogate Grantee's duties and responsibilities at the Closing under subsentence (F) below;

Any and all documents reasonably required by Grantor or the Title Company to consummate the Closing, duly executed, sworn to and/or acknowledged (when the form of the document so provides) by Grantee;

Evidence satisfactory to the Title Company that the person(s) executing the Deed and any other documents with respect to the transaction

contemplated by this option has or on behalf of Grantee has full right, power and authority to do so; and

An Affidavit stating Grantee's taxpayer identification number and that Grantor is not a "foreign person" under the meaning of Section 1445, et seq. of the Internal Revenue Code;

Possession of the Undeveloped property free of all tenancies or any other rights to possession.

(ii) Grantor, at Grantor's sole cost and expense, shall deliver or cause to be delivered to Grantee the following:

A certified or cashier's check, certified or drawn (as the case may be) on a financial institution reasonably acceptable to Grantee and the Title Company, payable to the order of Grantee (or its designee) in an amount of money equal to the Purchase Price.

(iii) Grantee shall pay for its attorney's fees and Grantor's attorney's fees; Grantee shall pay recording fees to clear title to the property and to record the Deed.

(iv) Ad valorem and similar taxes and assessments relating to the property which are due and payable shall be paid by Grantee; ad valorem and similar taxes and assessments for the year of closing shall be paid by Grantee also.

(v) Grantee shall pay and have released all liens described in this Deed.

(vi) Grantee shall pay for all closing costs of both parties.

G) If Grantee shall fail to comply with the provisions of this option (unless a specific right not to so comply is reserved to Grantee in this option), Grantor, at its discretion, may seek such remedy as may be provided by law. If after the exercise of this option Grantor shall fail to comply with this Option (unless a specific right not to so comply is reserved by Grantor in this option), Grantee (as its sole remedy) shall refuse to recognize the exercise of this option, and all parties are released from further liability.

H) The rights of Grantor contained in this option are in addition to, and not in lieu of any other rights of Grantor under this option and under other agreements between Grantor and Grantee, and Grantor may enforce its rights under this option or under any other agreement or under both.

EXHIBIT D

CAUSE NO.: CL-15-1397-D

GREEN COLD FORMED STEEL	§	IN THE COUNTY COURT
Plaintiff,	§	
	§	
vs.	§	AT LAW NO. _____
	§	
T. D. DEVELOPMENT, L.C., and	§	
ROBERT GEISSLER	§	
Defendants.	§	HIDALGO COUNTY, TEXAS

PLAINTIFF’S ORIGINAL PETITION AND REQUEST FOR DISCLOSURE

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, **GREEN COLD FORM STEEL**, hereafter referred to as **Plaintiff**, and files this Original Petition and Request for Disclosure against **T. D. DEVELOPMENT, L.C. AND ROBERT GEISSLER** hereafter referred to as **Defendants**, and for cause action would show the following unto the Court:

I.
PARTIES

1. Plaintiff is a corporation organized and operating under the laws of the State of Texas.
2. Defendant T. D. Development, L.C. is a corporation organized and operating under the laws of the State of Texas, who may be served by serving Pat Espericueta.
3. Defendant, Robert Geissler, is a resident of the State of Texas who may be served with citation at 323 Nolana, McAllen, Texas. He is being sued only in his capacity as Trustee. Plaintiff requests that citation be issued and that Defendants be served.

II.
JURISDICTION

4. This Court possesses jurisdiction because the amount in controversy lies within the jurisdictional limits of this Court.

CL-15-1397-D

5. Hidalgo County is a county of proper venue because Plaintiff's cause of action or a part thereof accrued in Hidalgo County, and because one or more Defendants are residents of Hidalgo County.

**III.
FACTS**

6. Plaintiff signed and executed a Real Estate Lien Note (the "Note") dated November 1, 2012 in the original amount of Two Hundred Fifty Thousand Dollars and No Cents (\$250,000.00). Such loan was guaranteed by a deed of trust on the following property:

Lot 7, North Industrial Park, an addition to the City of Edinburg, Hidalgo County, Texas, as per map or plat thereof recorded under Clerk's File No. 2247392, Map Records of Hidalgo County, Texas

7. This loan expired by its own terms, and the parties subsequently modified the terms.

8. Plaintiff complied by the modified terms, but Defendant failed to properly give credit to payments made.

9. Subsequently, Defendants sought to foreclose on the property. However, they failed to provide notice of the foreclosure.

**IV.
CAUSES OF ACTION**

10. The above and foregoing constitutes breach of contract. Plaintiff and Defendant T.D. Development had modified their agreement. While Plaintiff complied with the terms of such agreement, said Defendant did not. As a result, Plaintiff has been damaged in law, by failing to disclose information. As a result, Plaintiffs have been damaged.

**V.
DAMAGES AND OTHER RELIEF**

11. As a result of such conduct, Plaintiff has suffered damages. Such damages are alleged to be in an amount between \$50,000.00 and \$100,000.00.

12. Plaintiff is entitled to reasonable attorney's fees.

CL-15-1397-D

13. Plaintiff is entitled to pre-judgment and post-judgment interest at the maximum rate as provided by law.

14. Plaintiff is entitled to all costs of court.

15. As previously noted Defendant has posted the property in question for foreclosure, to be foreclosed on May 5, 2015. Plaintiff request that this Court issue, without notice, a temporary restraining order, barring foreclosure. After notice and a hearing, Plaintiff requests that a temporary injunction be issued, during the pendency of this matter. The property in question is essential for Plaintiff's operations, and the damages resulting from such foreclosure cannot be readily calculated.

VI.
AFFIRMATIVE PLEAS

16. This is a Level One case.

17. All conditions precedent have been satisfied and/or excused.

VII.
PRAYER

WHEREFORE, PREMISES CONSIDERED, GREEN COLD FORM STEEL, Plaintiff in the above styled and numbered cause, respectfully prays that Defendant be cited and appear herein, that this Court enter a temporary restraining order without notice, that after notice and a hearing, that Plaintiff be granted a temporary injunction barring foreclosure, that Plaintiff recover its actual damages, pre-judgment and post judgment interest at the maximum rate as provided by law, all costs of court, and for all other and further relief, either at law or in equity, to which Plaintiff shows himself justly entitled.

CL-15-1397-D

Respectfully Submitted,

HERNANDEZ LAW FIRM, P.C.

4841 S. Jackson Road

Edinburg, Texas 78539

Telephone: (956) 369-4480

Facsimile: (979) 822-6001

/s/ Daniel M.L. Hernandez

Daniel M.L. Hernandez

efiling@hdzfirm.com

State Bar No. 09515690

Daniel R. Hernandez

State Bar No. 24034479

ATTORNEYS FOR PLAINTIFF

LAW OFFICES OF KEITH LIVESAY

Keith Livesay

517 W Nolana Ave

McAllen, TX 78504

Telephone: (956) 928-0149

State Bar No. 12437100

OF COUNSEL FOR PLAINTIFF

CL-15-1397-D

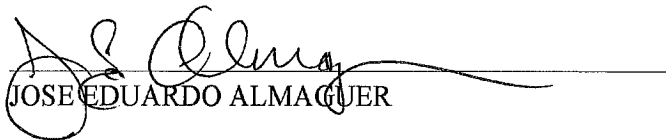
VERIFICATION

STATE OF TEXAS

COUNTY OF HIDALGO

§
§
§

BEFORE ME, the undersigned authority, personally appeared JOSE EDUARDO ALMAGUER, who stated, upon oath, that the statements made in the foregoing instrument are within his personal knowledge and are true and correct.


JOSE EDUARDO ALMAGUER

SUBSCRIBED AND SWORN TO BEFORE ME on 4th day of May, 2015.


NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: 6-14-16

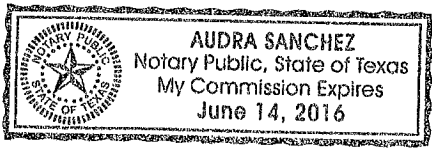


EXHIBIT E

Cause No. C-2546-17-F

Green Cold Formed Steel,	§	In the District Courts of
	§	
Plaintiff,	§	
	§	
vs.	§	Hidalgo County, Texas
	§	
Robert Geissler and	§	
T.D. Development, L.C.,	§	
	§	
Defendants.	§	332nd Judicial District

**Order Granting Motion for Summary Judgment Filed by
Intervenor Edinburg Economic Development Corporation and
Denying First Amended Motion for Summary
Judgment Filed by Defendant T.D. Development, L.C.**

Came to be heard the Motion for Summary Judgment filed by Edinburg Economic Development Corporation, Intervenor herein and the First Amended Motion for Summary Judgment filed by T. D. Development, L.C., Defendant herein.

Having considered the Motions, the Responses thereto, the authorities cited therein, the evidence offered and arguments of counsel, the Court is of the opinion that the Motion for Summary Judgment filed by Edinburg Economic Development Corporation should be GRANTED, and that the First Amended Motion for Summary Judgment filed by T. D. Development, L.C. should be DENIED. The Court reaches this conclusion because it finds the claim to the property at issue in this suit by the Edinburg Economic Development Corporation is superior to the lien and reimbursement claims brought by T. D. Development, L.C., because of the terms of the deeds from the Edinburg Economic Development Corporation to Green Cold Formed Steel, and because the loan on which the lien claim is

based, and which is secured by the Deed of Trust listed below was not used to develop the subject property in any way.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the First Amended Motion for Summary Judgment filed by T. D. Development, L.C. is, in all respects, DENIED.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Motion for Summary Judgment filed by the Edinburg Economic Development Corporation is, in all respects GRANTED.

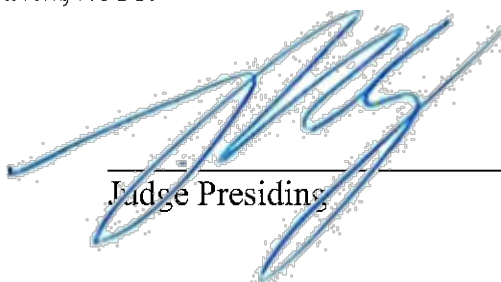
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Deed of Trust granted to T. D. Development, L.C. by Green Cold Formed Steel, dated November 6, 2012 and filed of record in the Official Records of Hidalgo County, Texas as Document Number 2012-2356989 is hereby CANCELLED and RELEASED, and is no longer subject to being enforced against the property described therein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the right, title and interest of the Edinburg Economic Development Corporation in and to the real property described in the Deed of Trust granted to T. D. Development, L.C. by Green Cold Formed Steel, dated November 6, 2012 and filed of record in the Official Records of Hidalgo County, Texas as Document Number 2012-2356989 to be superior to the right, title and interest of T.D. Development, L.C. to the same property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that T. D. Development, L.C. take nothing on its claims for unjust enrichment brought against the Edinburg Economic Development Corporation.

Because this summary judgment does not address the claims of the Edinburg Economic Development Corporation brought against Green Cold Formed Steel, or the Edinburg Economic Development Corporation's right to recover its attorney's fees from T. D. Development, L.C. under the Declaratory Judgment Act, this summary judgment is not intended to be a final judgment as to those other claims asserted in this cause.

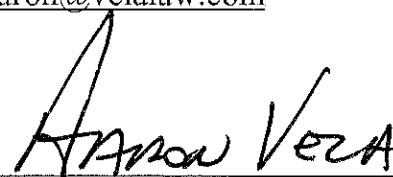
Signed on this, the 21ST day of March, 2018.



Judge Presiding

Approved as to Form:

Law Office of Aaron I. Vela, P.C.
200 East Cano
Edinburg, Texas 78539
Telephone: (956) 381-4440
Facsimile: (956) 381-4445
aaron@velalaw.com



Aaron I. Vela
State Bar No. 00797598

Attorney for the Edinburg Economic
Development Corporation

EXHIBIT F

5. Plaintiff, Green Cold Formed Steel, and all persons claiming under Plaintiff are permanently enjoined from asserting any estate, right, title, lien, or interest in or to the real property or any part of the property; and

6. Intervenor, Edinburg Economic Development Corporation, is entitled to judgment quieting title to the property in favor of Intervenor against Plaintiff and all persons claiming under Plaintiff.

7. Intervenor, Edinburg Economic Development Corporation is awarded the title to and possession of the following described real property and premise free and clear of all liens, claims, encumbrances and other clouds of title:

Lot 7, North Industrial Park, an addition to the City of Edinburg, Hidalgo County Texas, as per map or plat thereof filed on October 6, 2011, and recorded under Clerk's File No. 2247392, Official Records and Map Records, Hidalgo County, Texas.

8. Intervenor is entitled to recover the costs of this action from the Plaintiff

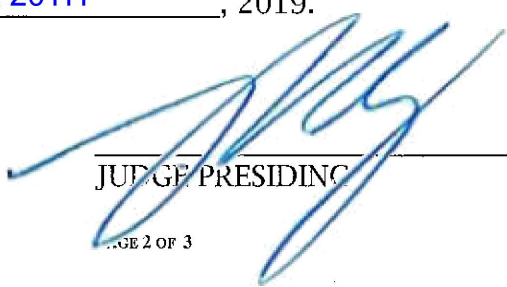
IT IS ORDERED that this order shall serve as a muniment of title to transfer ownership of the above property to Intervenor, Edinburg Economic Development Corporation.

IT IS FURTHER ORDERED that Intervenor, Edinburg Ecoomic Development Corporation may have writ of possession and that all costs incurred in this cause, for which Intervenor may have execution, be taxed against Plaintiff.

IT IS ORDERED that any party in favor of whom judgment is awarded is entitled to enforce this judgment through abstract, execution and any other process necessary.

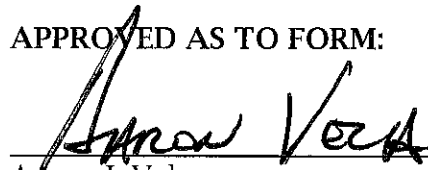
This judgment finally disposes of all parties and all claims and is appealable.

SIGNED on DECEMBER 20TH, 2019.



JUDGE PRESIDING

APPROVED AS TO FORM:



Aaron I. Vela
State Bar No. 00797598
200 East Cano
Edinburg, Texas 78539
Telephone: (956) 381-4440
Facsimile: (956) 381-4445
Email: aaron@velalaw.com
Attorney for Intervenor

EXHIBIT G

CAUSE NO.: CL-15-1397-D

GREEN COLD FORMED STEEL	§	IN THE COUNTY COURT
Plaintiff,	§	
	§	
vs.	§	AT LAW NO. 4
	§	
T. D. DEVELOPMENT, L.C., and	§	
ROBERT GEISSLER	§	
Defendants.	§	HIDALGO COUNTY, TEXAS

MOTION FOR WITHDRAWAL OF COUNSEL

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES Movants, Hernandez Law Firm, P.C., Daniel M.L. Hernandez, Daniel R. Hernandez and Keith C. Livesay, Attorneys for Plaintiff, GREEN COLD FORMED STEEL, and brings this their Motion for Withdrawal of Counsel, and in support thereof, show the Court the following:

I.

Good cause exists for withdrawal of Movants as counsel, in that there is a lack of communication between counsel and client, which significantly impairs the attorney-client relationship. Plaintiff GREEN COLD FORMED STEEL has failed to cooperate with counsel’s office in being unresponsive to numerous correspondence from Movants.

II.

Plaintiff’s Responses to Intervenor Edinburg Economic Development Corporation’s First Request for Production and Plaintiff’s Responses to Intervenor Edinburg Economic Development Corporation’s Request for Admissions are due on August 21, 2015.

III.

This Motion is not sought for the purposes of delay.

IV.

A copy of this motion bearing the enclosed notice has been delivered to GREEN COLD FORMED STEEL, who is hereby notified in writing of their right to object to this motion. The last known mailing

address of GREEN COLD FORMED STEEL is 108 N. Jackson Road, Ste. 35, Edinburg, Texas 78541.

WHEREFORE, PREMISES CONSIDERED, Movant prays that the Court enters an order discharging Movants as attorneys of record for Plaintiff, GREEN COLD FORMED STEEL, and for such other and further relief that may be awarded at law or in equity.

Respectfully Submitted,

HERNANDEZ LAW FIRM, P.C.
4841 S. Jackson Rd
Edinburg, Texas 78539
Tel: (956) 369-4480
Fax: (979) 822-6001



Daniel M.L. Hernandez
efiling@hdzfirm.com
State Bar No.: 24034479
Daniel R. Hernandez
State Bar No. 09515690
ATTORNEYS FOR PLAINTIFF

CO-COUNSEL:

Keith C. Livesay
LIVESAY LAW OFFICE
Brazos Suites No. 9
517 W. Nolana
McAllen, Texas 78504
Tel: (956) 928-0149
BeeneandRiceLaw@gmx.com
ATTORNEYS FOR PLAINTIFF

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing document entitled ***Motion for Withdrawal of Counsel*** has been forwarded to the following persons via mail, certified mail, facsimile, and/or hand delivery 12th day of August, 2015:

Green Cold Formed Steel
108 N. Jackson Road, Ste. 35
Edinburg, Texas 78541
PLAINTIFF

VIA CMRRR: 7013 0600 0002 1155 3576

Mark W. Walker
Walker & Twenhafel, LLP
P.O. Box 3766
McAllen, Texas 78502
ATTORNEY FOR DEFENDANT
ROBERT GEISSLER

VIA FACSIMILE: 956.686.1276

Rex N. Leach
Atlas, Hall & Rodriguez, LLP
818 West Pecan
McAllen, Texas 78501
ATTORNEY FOR DEFENDANT
T.D. DEVELOPMENT, LC

VIA FACSIMILE: 956.686.6109

David L. Flores
Flores & Torres, LLP
118 E. Cano Street
Edinburg, Texas 78539
ATTORNEY FOR INTERVENOR
EDINBURG DEVELOPMENT CORPORATION

VIA FACSIMILE: 956.287.9190



Daniel M.L. Hernandez

HIDALGO COUNTY APPRAISAL DISTRICT

ADMINISTRATION

Rolando Garza, Chief Appraiser
Jorge Gonzalez, Asst. Chief Appraiser
Brent E Cavazos, Associate Chief Appraiser
PO Box 208
Edinburg, TX 78540-0208
(956) 381-8466 (956) 565-2461



www.hidalgoad.org

BOARD OF DIRECTORS

Richard A. Garza	Chairman
Albert D. Cardenas	Vice-Chairman
Amador Requenez	Secretary
Eddy Betancourt	Member
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Pablo "Paul" Villarreal, Jr.	Member

FULL EXEMPT PRORATION NOTICE

July 28, 2020

COUNTY OF HIDALGO
PABLO "PAUL" VILLARREAL, Jr.
PO BOX 178
EDINBURG, TEXAS 78540

REF: N5140-00-000-0007-00 / 816710
NORTH INDUSTRIAL PARK LOT 7
CAD, CEB, DR1, GHD, JCC, R15, SEB, SST, W15

Dear Tax Assessor/Collector:

The above reference property has been granted a full exemption for 2021 appraisal year. Since the property does not qualify for the exemption for the entire year of 2019-2020, the property requires a proration as per Section 26.11 of the Texas Property Tax Code. The proration should be calculated as per deed document#C2546-17-F executed on 12-20-2019 and recorded on 12-20-2019.

The Hidalgo County Appraisal District records will be listed as:

EDINBURG ECONOMIC DEV CORP

PO BOX 4510
EDINBURG TX 78540-4510

Our records reflect the previous property owner was:

GREEN COLD- FORMED STEEL LLC

6620 S 33RD ST
BLDG J
MCALLEN, TX 78503-8973

The notification of this letter is to facilitate the proration process by your office.

Preparer
Martha Palacios
Property Records Department

Edinburg Economic Development Corporation

Meeting Date: January 25, 2022

Presentation and discussion of the Project Expenditure Guide.

1. Agenda Item:

Presentation and discussion of the Project Expenditure Guide.

2. Description/Scope:

The Edinburg Economic Development Corporation (EDC) is a Type A EDC under the Texas Development Corporation Act. The EDC was created with voter approval in 1990 when only Type A corporations were permitted under state law. Since then, the EDC has had one additional voter-approved change in 2011 to spend funds on recreational facilities.

The attached Project Expenditure Guide identifies eligible project expenditures for the Edinburg EDC.

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

Attachment A: Project Expenditure Guide

Approved:	_____
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Edinburg Economic Development Corporation

Project Expenditure Guide

The Edinburg Economic Development Corporation is a Type A EDC under the Texas Development Corporation Act. The EEDC was created with voter approval in 1990 when only Type A corporations were permitted under state law. Since then, the EDC has had one additional voter-approved change in 2011 to spend funds on recreational facilities.

As a Type A EDC, the EEDC may make the following types of project expenditures:

- **Section 501.101 Projects.** For all of these, the project must create or retain “Primary Jobs” which is defined by NAICS code in the statute
 - Manufacturing and industrial facilities;
 - Research and development facilities;
 - Military facilities, including closed or realigned military bases;
 - Transportation facilities, including airports, hangars, railports, rail switching facilities, maintenance and repair facilities, cargo facilities, related infrastructure located on or adjacent to an airport or railport facility, marine ports, inland ports, mass commuting facilities, and parking facilities;
 - Sewage or solid waste disposal facilities;
 - Recycling facilities;
 - Air or water pollution control facilities;
 - Facilities for furnishing water to the public;
 - Distribution centers;
 - Small warehouse facilities capable of serving as decentralized storage and distribution centers;
 - Primary job training facilities for use by institutions of higher education; or
 - Regional or national corporate headquarters facilities.
- **Section 504.103 Restrictions.** Although allowed in 501.101, 504.103 says the following types of facilities can’t be the primary purpose of a project funded by a Type A Corporation
 - A transportation facility;
 - A solid waste disposal facility;
 - A sewage facility;
 - A facility for furnishing water to the general public; or
 - An air or water pollution control facility.
- **Section 501.102 Job Training.** Job training required or suitable for the promotion of development and expansion of business enterprises. The business must create new jobs with wages equal to the prevailing wage in the market.
- **Section 501.103 Infrastructure Improvement.** Infrastructure found to be required or suitable to promote or develop new or expanded businesses. There is no Primary Jobs requirement and this is not tied to any particular industry. Infrastructure means:
 - Streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements.
 - Note that “site improvements” and “related improvements” include improvements to a building.
 - Telecommunications and Internet improvements; or

- Beach remediation along the Gulf of Mexico.
- **501.104 Military Bases.** Just about any expenditure related to a military base.
- **501.105 Career Centers.** Most expenditures related to a career center IF “the area to be benefited” isn’t within a taxing jurisdiction of a junior college
- **501.106 Airport facilities** is not applicable to EEDC because the City’s population is more than 50,000.
- **Section 501.107 Infrastructure projects in Hidalgo County.** Infrastructure for any new or expanded business, but also including airports, ports, and sewer or solid waste disposal facilities.
- **Section 501.163 Job and Life Skills in Hidalgo County.** Job-related life skills and training skills that help an unemployed person obtain employment.
- **Section 502.052 Mass Transit Facilities.** Development, improvement, expansion, or maintenance of facilities relating to the operation of commuter rail, light rail, or motor buses.
- **Section 504.304 Cleanup Contaminated Property.** Not applicable in Hidalgo County because the population is over 500,000.

2011 Resolution Authorization. In addition to the Type A expenditure authorizations, Section 504.152 authorizes the City to ask the voters if the Type A EDC can use funds on “a specific project” or for a “specific category of projects” that qualify under Type B expenditures. In 2011, City voters approved the following additional categories of projects:

- Recreational facilities. The resolution defined these as
 - Entertainment facilities
 - Public Parks
 - Park facilities
- Related facilities. In addition, the following can be funded if they relate to any of the above:
 - All related store, restaurant, concession, parking facilities
 - All related roads, streets, water and sewer facilities

Edinburg Economic Development Corporation

Meeting Date: January 25, 2022

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

1. Agenda Item:

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

2. Description/Scope:

Closed Meeting.

3. Estimated Timeline:

Closed Meeting.

4. Budget:

Closed Meeting.

5. Procurement/Selection Process:

Closed Meeting.

6. Staff's Recommendation:

Closed Meeting.

7. Justification:

Closed Meeting.

Blanca Davila
Director of Economic Development

ATTACHMENTS

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