ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS

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

AUGUST 1, 2022
SPECIAL MEETING AGENDA
4:00 PM

1. **CALL TO ORDER, ESTABLISH A QUORUM**

   A. Pledge of Allegiance.

2. **CERTIFICATION OF PUBLIC NOTICE**

3. **DISCLOSURE OF CONFLICT OF INTEREST**

4. **PUBLIC COMMENTS**

   A specific portion of the meeting shall be dedicated to allowing Public Comments which will be limited to three (3) minutes. Please note that this public comment period is not interactive. The Edinburg EDC Board may not respond to public comments.

   If a resident desires to make a public comment in person, please complete the Public Comments Form which will be located outside of the City Council Chambers and submit the completed form to the Economic Development staff prior to the commencement of the Edinburg EDC Board meeting. We ask for everyone's cooperation in following this procedure.

5. **DIRECTOR'S REPORT**

   A. Economic Development Report

6. **REGULAR AGENDA ITEMS**

   A. Election of Officers: President, Vice President, Secretary, and Treasurer.
   B. Discussion and possible action on Edinburg Economic Development Corporation board meeting time.
   C. Consider approval of minutes for board meetings June 28, 2022 and July 12, 2022.
   D. Presentation of financial report for third quarter April 2022 through June 2022.

E. Discussion and possible action regarding the removal and addition of authorized signers for the Edinburg Economic Development Corporation accounts at Texas National Bank, TexSTAR, and any other financial institution.

F. Discuss and consider approval of the Edinburg Economic Development Corporation Sponsorship Policy.

G. Discuss and consider approval of the funding proposal submitted by Valley Initiative for Development and Advancement (VIDA).

H. Discuss and consider approval of advertising in the Mexico Industry publication.

I. Discuss and consider approval of a sponsorship for UTRGV Athletics.

J. Discuss and consider approval of a Development Agreement with Kapal Supplier LLC.

K. Discuss and consider approval of a Development Agreement with MGEN Capital LLC.

L. Discuss and consider approval of a Development Agreements with Domain Development Corp.

7. 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 (Project Folk Art, Project Green Sky, Project Yellow Brick, Project Gray Wolf, Project Jack & Jill, Project Captain America, Project Smoke) (§551.087 Deliberation Regarding Economic Development Negotiations; §551.071 Consultation with Attorney; Closed Meeting).

B. Deliberate and consider approval of a Resolution and sale of 11.84 acres out of Lot 10, North Industrial Park Subdivision, Edinburg, Hidalgo County, Texas (§551.072 Deliberation Regarding Real Property).

C. Deliberate and consider approval of a Resolution and sale of Lot 9, North Industrial Park Subdivision, Edinburg, Hidalgo County, Texas (§551.072 Deliberation Regarding Real Property).

D. Deliberate and consider approval of a Development Agreement with Seven Beans LLC (§551.087 Deliberation Regarding Economic Development Negotiations).

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

F. Consultation with City Attorney regarding Santana Textiles LLC (§551.071 Consultation with Attorney; Closed Meeting).

G. Discussion and possible action regarding employment matters (§551.071 Consultation with Attorney; Closed Meeting; and §551.074 Personnel Matters; Closed Meeting).

8. 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.

9. 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 July 28, 2022 at 4:35 PM.

By:

Nelda Ramirez, Interim Assistant City Manager
City of Edinburg, Texas

Edinburg Economic Development Corporation
Meeting Date:August 1, 2022

Economic Development Report

1. **Agenda Item:**
   Economic Development Report
2. **Description/Scope:**
   Nelda Ramirez, Interim Assistant City Manager 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

ATTACHMENTS
Attachment A: EEDC Sales Tax Revenues - May 2022
Attachment B: Economic Development Report - June 2022
Attachment C: EEDC April - June 2022 Social Media Analytics Report

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

EDINBURG ECONOMIC DEVELOPMENT CORPORATION

SALES TAX REVENUES (0.5%) - GAAP BASIS

MONTH	FY 18/19	FY 19/20	FY 20/21	FY 21/22	Difference FY 21/22 - 20/21	
OCT.	501,759	539,764	548,456	620,368	71,913	13%
NOV.	443,392	517,839	566,005	705,608	139,603	25%
DEC.	620,687	673,924	754,719	816,042	61,323	8%
JAN.	443,892	475,560	553,863	601,307	47,444	9%
FEB.	528,458	453,935	501,873	622,505	120,632	24%
MAR.	589,833	574,164	727,183	824,904	97,721	13%
APR.	533,819	497,295	641,177	728,140	86,963	14%
MAY	512,049	550,235	633,072	683,168	50,096	8%
JUN.	560,920	591,024	717,109			
JUL.	549,402	538,033	611,295			
AUG.	517,757	530,880	704,765			
SEP.	553,671	647,655	663,366			
TOTAL	6,355,639	6,590,308	7,622,882	5,602,041	675,694	14%

AVERAGE PER MONTH:

YTD Comparison	$ 521,736	$ 535,339	$ 615,793	$ 700,255

YTD COMPARISON:

	$ 4,173,889	$ 4,282,716	$ 4,926,347	$ 5,602,041

YTD COMPARISON: INCREASE/(DECREASE):

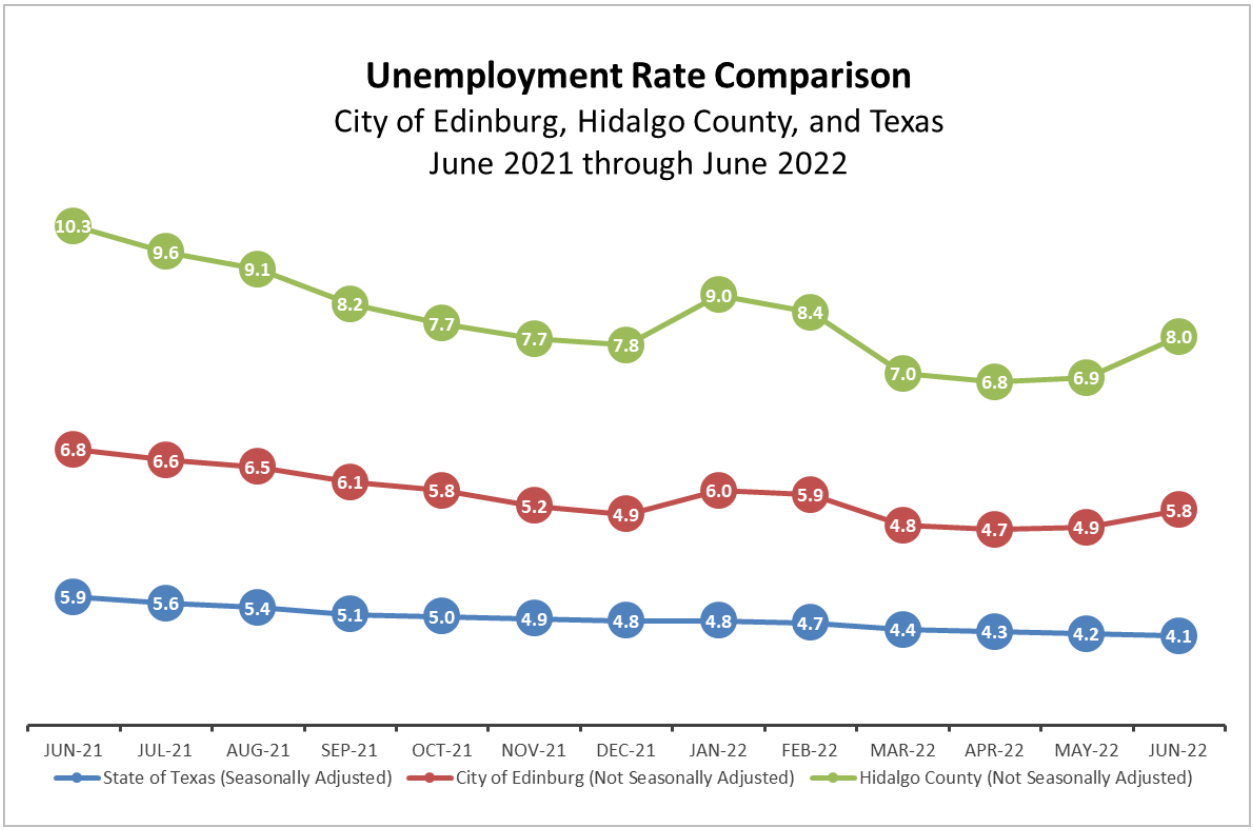
514,392	108,826	643,631	675,694

YTD COMPARISON: INCREASE/(DECREASE) % :

14%	3%	15%	14%

Department Status Report

Edinburg, Texas Unemployment Data



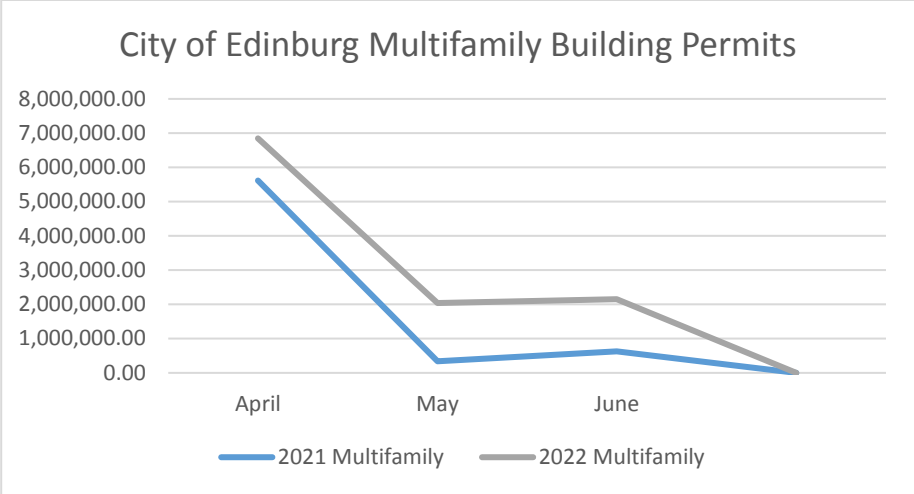
Source: (Labor Market Report, Workforce Solutions)

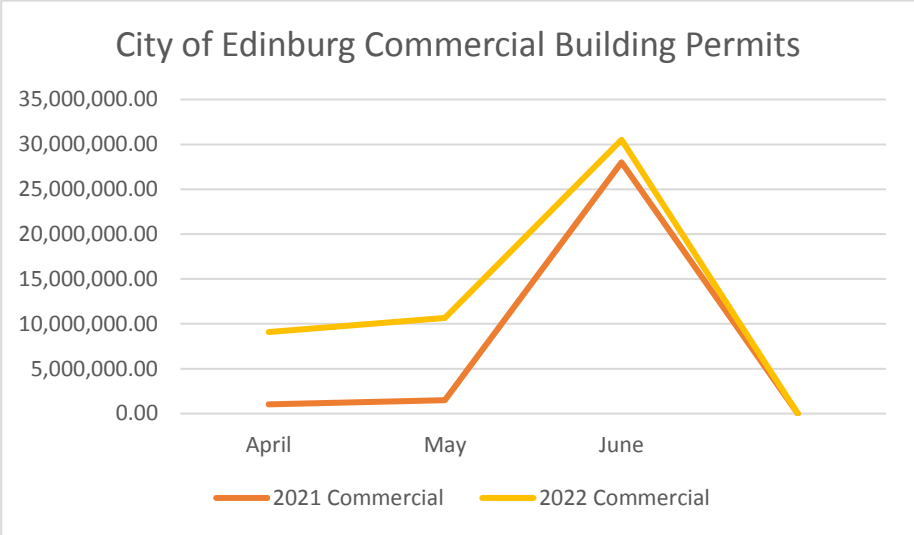
- Edinburg's 5.8 rate decreased by 1.0 from June 2021 to June 2022.
- Hidalgo County's 8.0 rate has decreased by 2.3 from June 2021 to June 2022.
- The Texas 4.1 rate has decreased by 1.8 from June 2021 to June 2022.

Commercial and Multifamily Establishments/Additions

City of Edinburg Residential/Commercial Building Permits

	2021		2022	
	Multifamily	Commercial	Multifamily	Commercial
Jan	3,418,027.00	850,000.00	1,661,753.00	1,300,000.00
Feb	1,112,167.00	637,772.00	902,667.00	1,165,370.00
March	29,303,284.00	1,104,500.00	1,203,750.00	907,700.00
April	5,615,276.00	1,025,123.00	1,232,104.00	8,073,450.00
May	337,868.00	1,500,000.00	1,705,264.00	9,168,353.18
June	629,460.00	28,000,000.00	1,517,500.00	2,512,000.00
July	3,727,360.00	202,000.00		
August	6,294,400.00	6,600,303.00		
September	2,062,520.00	4,540,000.00		
October	3,727,139.00	780,000.00		
November	639,520.00	3,010,655.00		
December	1,163,575.00	586,360.00		
Total	58,030,596	48,836,713	8,223,038	23,126,873.18





New Commercial Permit Value
June 2022: $2,512,000.00

- Siddons- Martin Emergency Group Building, 700 Independence Dr - $1,200,000.00
- Plaza Mccoll, 1401 S Mccoll Rd - $850,000
- Rivera Funeral Home 1300 N I-69c - $200,000.00
- Asurion Tech Repair & Solutions 1602 W University Dr - $89,000.00
- Casa De La Abuela, 1715 W Trenton Rd - 88,000.00
- Trenton Clinic "1715 W Trenton Rd Ste 204- 40,000.00
- Watermill Express, 1618 W University Dr - 25,000.00
- The Chapa Carlot, 4224 E Lopez Dr - $20,000

Commercial Additions/Repairs Permit Value
June 2022: $1,816,798.00

Multifamily New/Addition/Remodel
June 2022: $1,517,500.00

- Eli Canales, 1324 N McColl Road - $500,000
- Dalia Bocanegra, 1309 Lean Rimes St - $240,000

Prospects

Staff is currently working with 31 prospects that are considering relocating, expanding or starting business in the City of Edinburg.

BREaching Out- Business Retention and Expansion Program

- BREaching out visits: 2
    - Holt Cat Edinburg North on July 8, 2022
    - Gateway Printing on July 13, 2022
- Future visits include:
    - CBP RGV Sector - August 2022
    - Don Hugo Produce - TBD
    - Melhart- TBD

Programs

Marketing

- Google Analytics – June 2022
    - 1,328 users visited the website
    - Top 5 most visited webpages were the Newsroom, About Us - Staff, Featured Properties, About Us - Board, and Resources.
    - Top 10 city visitors: Edinburg, Chicago, Austin, Dallas, McAllen, Los Angeles, New York, Houston, Ashburn, and San Antonio.

- Total newsletter subscribers: 150

S.P.A.R.C. 4.0- **Total Budgeted $850,000**

Economic Development and Development Services staff continue to assist applicants with the building permit process to ensure projects are completed.

- Total applications received: 110 (January 28, 2022)
- Pre-approved applications: 85
- Pre-development meetings: 85
- Completed Projects: 24
- Total number pending to be reimburse by October 1, 2022: 61

Social Media Monthly Report

APRIL 2022

Edinburg Economic Development Corporation

917	42,149	62	12,521
Facebook Page Visits	Facebook Page Reach	New Page Likes	Page Followers

@Edinburgtxedc

225	2924	11	2
Profile Visits	Impressions	Total Followers	New Followers

@edinburgedc

55	689	1,284	23
Accounts Engaged	Accounts Reached	Total Followers	New Followers

Edinburg Economic Development Corporation (EEDC)

21	2,008	72	29
Page Views	Post Impressions	Total Followers	New Followers

Edinburg Economic Development Corporation
economicdevelopment@cityofedinburg.com
edinburgedc.com

Social Media Monthly Report

MAY 2022

Edinburg Economic Development Corporation

1,501	45,038	110	12,521
Facebook Page Visits	Facebook Page Reach	New Page Likes	Page Followers

@Edinburgtxedc

213	3,121	11	4
Profile Visits	Impressions	Total Followers	New Followers

@edinburgedc

90	1,251	1,284	21
Accounts Engaged	Accounts Reached	Total Followers	New Followers

Edinburg Economic Development Corporation (EEDC)

85	2,829	72	21
Page Views	Post Impressions	Total Followers	New Followers

Edinburg Economic Development Corporation
economicdevelopment@cityofedinburg.com
edinburgedc.com

Social Media Monthly Report

JUNE 2022

Edinburg Economic Development Corporation

734	25,263	54	12,545
Facebook Page Visits	Facebook Page Reach	New Page Likes	Page Followers

@Edinburgtxedc

202	1,108	13	2
Profile Visits	Impressions	Total Followers	New Followers

@edinburgedc

55	689	1,284	23
Accounts Engaged	Accounts Reached	Total Followers	New Followers

Edinburg Economic Development Corporation (EEDC)

79	167	115	40
Page Views	Post Impressions	Total Followers	New Followers

Edinburg Economic Development Corporation
economicdevelopment@cityofedinburg.com
edinburgedc.com

Edinburg Economic Development Corporation
Meeting Date:August 1, 2022

Election of Officers: President, Vice President, Secretary, and Treasurer.

1. **Agenda Item:**
   Election of Officers: President, Vice President, Secretary, and Treasurer.
2. **Description/Scope:**
   On July 19, 2022, the City Council appointed seven members to serve on the Edinburg Economic Development Corporation Board of Directors.

   The Edinburg Economic Development Corporation (EEDC) bylaws were adopted on July 19, 2022. As per the bylaws, the term of office of the President and Vice President is for a period of one year, provided that the President and Vice President continue to serve until the election of their successors who will be elected by the members of the board.

   The Secretary and Treasurer shall be selected by the members of the board and shall hold office for a period of one (1) year, provided that the Secretary and Treasurer shall continue to serve until the election of their successors.

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

ATTACHMENTS

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

Edinburg Economic Development Corporation
Meeting Date:August 1, 2022

Discussion and possible action on Edinburg Economic Development Corporation board meeting time.

1. **Agenda Item:**
   Discussion and possible action on Edinburg Economic Development Corporation board meeting time.
2. **Description/Scope:**
   Edinburg EDC Board of Directors will discuss board meetings start time.

3. **Estimated Timeline:**
   Monthly

4. **Budget:**
   N/A

5. **Procurement/Selection Process:**
   N/A

6. **Staff's Recommendation:**
   N/A

7. **Justification:**
   N/A

ATTACHMENTS

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

Edinburg Economic Development Corporation
Meeting Date:August 1, 2022

Consider approval of minutes for board meetings June 28, 2022 and July 12, 2022.

1. **Agenda Item:**
   Consider approval of minutes for board meetings June 28, 2022 and July 12, 2022.
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

ATTACHMENTS
Attachment A: EDC Minutes - June 28, 2022
Attachment B: EDC Minutes - July 12, 2022

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

JUNE 28, 2022
REGULAR MEETING
4:30 PM

PRESENT: **Hiren Govind, President (VIA ZOOM)**
Roland Gomez, Vice President
Veronica Gonzales, Secretary
Aaron "Ronny" Rivera, Treasurer
Daniel "Dan" Diaz, Councilmember
Sabrina Walker-Hernandez, Director
Raul Resendez, Director

ABSENT: **None**

STAFF: **Myra Ayala, City Manager**
Brian Kelsey, Assistant City Manager
Blanca Davila, EDD Director
Leticia Pantoja, EDD Management Analyst
Nidian Elizondo, EDD Coordinator
Carlos Garza, EDD Coordinator
Omar Ochoa, City Attorney
Dagoberto Soto, Finance Director

1. CALL TO ORDER, ESTABLISH QUORUM

President Hiren Govind called the meeting to order at 4:32 PM.

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

For record, President Hiren Govind was on zoom and allowed Vice-President Roland Gomez to precede the meeting.

A. Pledge of Allegiance

2. CERTIFICATION OF PUBLIC NOTICE

EDD Director, Blanca Davila, confirmed the public notice was posted in accordance with the Texas Open Meetings Act, on June 24, 2022 at 10:50 AM.

3. DISCLOSURE OF CONFLICT OF INTEREST

City Attorney, Omar Ochoa, stated a conflict of interest exists if a board member or a member of that person's family has a qualifying financial interest in an agenda item. If there is a conflict of interest, the board member cannot participate in discussion or vote on the agenda item.

No conflicts of interest were disclosed.

4. 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.

5. REGULAR AGENDA ITEMS

A. Recognition of Edinburg Economic Development Corporation Sponsorships for the Edinburg Police Department's 26th Annual National Night Out and Edinburg Chamber of Commerce's 16th Annual Texas Cook'Em events.

Police Chief Jaime Ayala thanked the Edinburg EDC board for sponsoring the 26th Annual National Night Out. The event will be hosted on August 2, 2022 at the Edinburg Municipal Park. The board proceeded to take a photo with the Police Chief Jaime Ayala.

Ronnie Larralde, the Executive Director for Edinburg Chamber of Commerce, also thanked the Edinburg EDC board for their continued support of the Texas Cook'Em event. Mr. Larralde stated there will be approximately 80 cooking

teams, the Red Not Chili Peppers will perform, Los Palominos will also perform, and there will be many food and craft vendors. Mr. Larralde added event proceeds will be used to provide six $1,000 scholarships for UTRGV veteran students.

On behalf of UTRGV, Secretary Veronica Gonzales thanked the Edinburg Chamber of Commerce for the scholarships. Mrs. Gonzales also thanked the Edinburg Chamber of Commerce staff for their hard work for the community. The board proceeded to take a photo with the Ronnie Larralde and Edinburg Chamber of Commerce staff present.

B. Consider approval of minutes for board meetings April 19, 2022, April 26, 2022, and May 16, 2022.

MOTION TO APPROVE MINUTES FOR BOARD MEETINGS APRIL 19, 2022, APRIL 26, 2022 AND MAY 16, 2022 WAS MADE BY SECRETARY VERONICA GONZALES AND SECONDED BY DIRECTOR SABRINA WALKER HERNANDEZ. MOTION CARRIED UNANIMOUSLY.

C. Consider authorizing Finance Director, Dagoberto Soto and Director of Economic Development, Blanca Davila to proceed with obtaining an Edinburg Economic Development Corporation American Express Corporate Credit Card.

Blanca Davila, Director of Economic Development, explained previous EDC administration had an American Express (AMEX) credit card. The credit card account was closed as Economic Development staff did not have the physical credit card and staff was receiving statements with late fees and expenses not recognized. Ms. Davila stated that now that the board is traveling more to conferences and trainings, a credit card is needed to charge those EDC expenses.

MOTION TO APPROVE AUTHORIZING FINANCE DIRECTOR DAGOBERTO SOTO AND DIRECTOR OF ECONOMIC DEVELOPMENT BLANCA DAVILA TO PROCEED WITH OBTAINING AN EDINBURG ECONOMIC DEVELOPMENT CORPORATION AMERICAN EXPRESS CORPORATE CREDIT CARD WAS MADE BY DIRECTOR SABRINA WALKER HERNANDEZ AND SECONDED BY TREASURER AARON RIVERA. MOTION CARRIED UNANIMOUSLY.

D. Discussion and possible action on sponsorship for Team Mario's 2nd Annual Fiesta Loteria Fundraiser.

Ms. Davila stated the Edinburg EDC received a request for sponsorship from Ms. Melinda Moreno, the Executive Director for Team Mario. The sponsorship one-pager the board recommended staff include was included in the board packets. The sponsorship request is for $2,500.

Ms. Moreno and Ms. Lisa Beccera-Walker, a Program Director for Team Mario, were present and provided an overview of the Team Mario organization. Team Mario is a non-profit organization dedicated to serving children and families affected with Autism Spectrum Disorder (ASD) in South Texas.

Team Mario provides direct services to adolescents and young adults with ASD. All event fund proceeds will be used to support the organization's programs including autism awareness, education/advocacy, and project play: social skill events, technology resources for children, and the SOAR program.

The loteria fundraiser proceeds will assist in covering the organization's summer camps and other programs. Ms. Becerra added the organization collaborated with Edinburg CISD for their current "I Can Bike Camp" to teach individuals with Autism and Down syndrome to ride a bike. Ms. Becerra also mentioned the organization's SOAR program, which helps prepare participants make the transition from adolescence to adulthood and includes assessment of skills and progress tracking. Two of the organization's SOAR recipients began an internship with H-E-B.

Mrs. Gonzales inquired how long Team Mario has been in existence. Ms. Moreno stated Team Mario has been in existence since 2014.

Director Sabrina Walker Hernandez mentioned the sponsorship request is non-economic development related and inquired with staff for an update on sponsorship guidelines. Ms. Davila mentioned the board agreed on sponsorship thresholds however, did not take action. The suggested sponsorship thresholds included up to $750 for non-economic development related, $750+ for economic development sponsorships, and $2,500 for student related scholarships. Mrs. Walker Hernandez directed staff to bring back the sponsorship guideline discussion to the board for approval.

MOTION TO APPROVE A $500 AMIGO SPONSORSHIP FOR TEAM MARIO'S 2ND ANNUAL FIESTA LOTERIA FUNDRAISER WAS MADE BY TREASURER AARON RIVERA AND SECONDED BY DIRECTOR SABRINA WALKER HERNANDEZ. MOTION CARRIED UNANIMOUSLY.

E. Discussion and possible action on Edinburg Economic Development Corporation's $50,000 budget match contribution for Medical Resource Group Health's (MRG Health) Workforce Solutions High Demand Job Training grant.

Ms. Davila stated the Edinburg EDC is collaborating with Workforce Solutions to collaborate with Medical Resource Group Health (MRG Health) to train 40 individuals.

Workforce Solutions is requesting $50,000 from their board to support the training. The Workforce Solutions board is requesting the Edinburg EDC board match dollar per dollar to also support the training.

Ms. Davila added staff has been working with Workforce and MRG Health to finalize the budget and grant. Staff is ready to submit the grant application and needs approval from both boards to submit the application. If application is approved, staff will bring back an agreement including all parties involved for the board's approval.

Mr. Josue Vasquez, representing the Lower Rio Workforce Board – Workforce Solutions, stated the partnership is to create 40 jobs for health and IT informatics industries for Virtual Care Associates and Navigators. These are high paying jobs for the Edinburg, Texas area.

Mr. Kyle Christopher Hayungs, the founder of MRG Health, stated the company has relocated from McAllen, TX to Edinburg, TX. MRG Health is a multifaceted healthcare clinical call center services & Virtual Care Management Technology company. Their software platform helps healthcare organizations better engage with patients through virtual care models. Mr. Hayungs added MRG Health has over 10,000 patients on their backlog waiting to get on their Smart Care 360 platform. As well, Mr. Hayungs specified over 100 jobs will be created by the end of this year.

Mr. Hayungs further explained MRG Health has a memorandum of understanding (MOU) with South Texas College (STC). MRG Health donated 25 caregiver licenses and 25 patient licenses and devices to STC's Allied Health School. The MOU is intended to provide a background of MRG Health – Smart Care 360 and align with existing curriculums designed to create a significant number of career opportunities.

Mrs. Veronica Gonzales stated the cost per participant of training the 40 individuals is $1,250, which equals $50,000 and inquired whether that is the funding coming from the Edinburg EDC. Ms. Davila clarified Workforce will cover part of the instruction for the training and the Edinburg EDC will cover the equipment, curriculum development, and most of the job training.

Director Raul Resendez inquired whether Mr. Hayungs foresees the transfer of knowledge and training to expand to other local universities. My. Hayungs stated MRG Health will always have a presence in the valley and foresees outgrowing his current office space. Mr. Resendez questioned the hourly rate for employees. Mr. Hayungs stated medical assistants start at $15.00 and within 90 days, the wage increases to $20.00.

Ms. Veronica Gonzales inquired where individuals would be placed for long-term jobs rather than grant funded jobs. Mr. Hayungs stated employees will work for MRG Health and clarified their jobs go beyond the grant.

Councilmember Dan Diaz inquired how many of the 40 students trained would be from Edinburg. Mr. Hayungs stated students will be from Hidalgo County and he cannot quantify how many will be from Edinburg. Mr. Diaz inquired whether the Workforce Solutions funding is contingent upon a partnership with an EDC. Mr. Hayungs confirmed that is correct.

Mr. Diaz also asked whether MRG Health has approached other EDC's. Mr. Hayungs stated he first approached McAllen and Pharr EDC however, he found the Edinburg to be centrally located.

The board proceeded to discuss the criteria of offering the training to Edinburg residents only. Mr. Vasquez stated that requirement can be included if the board desires. Ms. Davila mentioned the idea for the grant is that students will be trained and will work in Edinburg. Upon further board deliberation, it was agreed for MRG Health to prioritize Edinburg students and residents first and other city residents can come secondary.

Mrs. Gonzales stated the board is essentially agreeing to commit the match of $50,000, should the grant application be approved.

MOTION TO APPROVE EDINBURG ECONOMIC DEVELOPMENT CORPORATION'S $50,000 BUDGET MATCH CONTRIBUTION FOR MEDICAL RESOURCE GROUP HEALTH'S (MRG HEALTH) WORKFORCE SOLUTIONS HIGH DEMAND JOB TRAINING GRANT CONTINGENT UPON GRANT APPROVAL WAS MADE BY PRESIDENT HIREN GOVIND AND SECONDED BY DIRECTOR RAUL RESENDEZ. MOTION CARRIED UNANIMOUSLY.

F. Discussion and possible action on TP UT RGV, LLC incentive reimbursement.

Ms. Davila stated the board approved a term waiver for Taco Palenque not having met their deliverable due to the COVID-19 pandemic and declared state of disaster on January 25, 2022. The City Council did not approve the waiver on February 1, 2022.

In the previous EDC board meeting, the board directed staff to reach out to TP UT RV LLC to see if there were any updates. Taco Palenque has not met their 50 full-time employee deliverable however, combined with Palenque Grill; both restaurants have exceeded 100 jobs created in Edinburg.

Mr. Humberto Alanis, representative for TP UT RGV LLC, proceeded to provide an overview with a presentation. Mr. Alanis indicated Taco Palenque opened September 2019 and Palenque Grill opened in December 2019. In March 2020, the COVID-19 pandemic began and this has resulted in the closure of the third employee shift for Taco Palenque. Mr. Alanis proceeded to present a breakdown of employee counts for both locations. There is an average of 111 employees per month within both locations. Mr. Alanis also presented a breakdown of payroll taxes by quarter since 2019-2022 for both locations.

Mrs. Gonzales inquired whether the City Council did not approve the waiver because there was not 100 employees in total combined for both locations. Ms. Davila clarified the City Council did not approve as it was the second request for waiver and the council had already approved the first waiver in 2020.

Ms. Davila mentioned the employee salaries discussion was brought up by the EDC board and City Council. Ms. Davila clarified that only the job creation was part of the agreement and not the salary aspect of it. Mr. Resendez stated the employee wages have not changed since the last board discussion. Mrs. Walker Hernandez inquired what the starting wage is for Taco Palenque and Palenque Grill. Mr. Alanis indicated employee starting wages are between $9.00 - $14.00 per hour for both, Taco Palenque and Palenque Grill.

Mrs. Walker Hernandez stated TP UT RGV has 120 jobs combined, which is 20 above the 100 jobs stipulated in the agreement. Mrs. Gonzales stated the intent of the agreement was to create 100 jobs in Edinburg, and it has been fulfilled.

Mr. Diaz added many of the restrictions for restaurants was due to the COVID-19 pandemic. Mr. Diaz stated he believes TP UT RGV LLC deserves the incentive payment as the company has met the deliverable of 100 jobs created in Edinburg. Mr. Govind agreed and stated the wage requirement is not stipulated in the original agreement.

MOTION TO APPROVE THE TP UT RGV LLC INCENTIVE REIMBURSEMENT WAS MADE BY TREASURER AARON RIVERA AND SECONDED BY COUNCILMEMBER DAN DIAZ. MOTION CARRIED WITH A VOTE OF 6-1.

G. Discussion and possible action regarding South Texas Welding School's request to exercise its option to purchase the property located at 1710 E Industrial Dr. Edinburg, TX 78542 per the terms of the lease agreement.

Ms. Davila explained the Edinburg EDC has a lease agreement and a development agreement with South Texas Welding School. The option to purchase the building located at 1710 E Industrial Dr. Edinburg, TX is included in the agreement. Mr. Juan Zavedra, the owner of South Texas Welding School, has submitted a letter requesting to exercise its option to purchase the property. The agreement stipulated the property could be purchased at $350,000 and every rent payment made would be discounted from the purchase price. As of June 28, 2022, Mr. Zavedra is at a $290,000 purchase price.

Mr. Zavedra mentioned he continued to pay his rent throughout the COVID-19 pandemic even though there was no staff at the Edinburg EDC. Mr. Zavedra also mentioned South Texas Welding School has complied with the agreement deliverables.

Mr. Resendez inquired whether this will be an as is building purchase. Ms. Davila confirmed that is correct.

Mr. Zavedra stated he has trained and certified Edinburg students and residents through scholarships. Mr. Zavedra intends to continue doing so in efforts to serving the Edinburg community. Ms. Walker-Hernandez inquired whether the students and residents trained through the scholarships are working in the welding industry. Mr. Zavedra stated one individual awarded the scholarship is currently working at South Texas Welding School. Mr. Zavedra stated the students are offered the opportunity to work with South Texas Welding School. South Texas Welding School also places students in other cities across Texas.

Mr. Rivera inquired how many students does South Texas Welding School have. Mr. Zavedra stated there are 15-20 students currently and approximately 80 students annually.

Mr. Diaz asked the City Attorney whether the Edinburg EDC has the right of first refusal in case the property is sold and there is an issue with it. Mr. Ochoa stated he is not aware but will review to be sure.

Ms. Davila further added that Mr. Zavedra has made $121,000 in improvements. All improvements have been completed and documentation has been submitted. As per the agreement, South Texas Welding School had a timeline and needed to complete the first half of improvements by February 2020, and the rest before August 2022.

Mr. Gomez inquired whether South Texas Welding School is current on their lease. Ms. Davila confirmed that is correct and stated Mr. Zavedra has been very punctual with his rent payments. Regarding the property taxes, Ms. Davila explained South Texas Welding School is required to pay property taxes and insurance. Mr. Zavedra is current on his lease payments but not on the property taxes and insurance. Economic Development staff was able to calculate $22,490.79 owed in property taxes and insurance that will be added to the purchase price. Staff emailed the invoice to Mr. Zavedra.

Ms. Davila stated staff recommends approval contingent upon South Texas Welding School meeting the terms on the lease and development agreement.

MOTION TO APPROVE SOUTH TEXAS WELDING SCHOOL'S REQUEST TO EXERCISE ITS OPTION TO PURCHASE THE PROPERTY LOCATED AT 1710 E INDUSTRIAL DR. EDINBURG, TX 78542 PER THE TERMS OF THE LEASE AGREEMENT WAS MADE BY SECRETARY VERONICA GONZALES AND SECONDED BY TREASURER AARON RIVERA. MOTION CARRIED UNANIMOUSLY.

H. Consider approval of Amendment No. 6 to the Interlocal Agreement between the Lower Rio Grande Valley Development Council, City of Edinburg, and Edinburg Economic Development Corporation to extend the agreement for two additional years for the joint development of the Edinburg Transit Terminal.

Ms. Davila stated the parties are requesting to extend the agreement for two additional years to June 30, 2024. The purpose of the extension is to complete the finish out and first bottom floor.

Ms. Maribel Contreras, the Director of Valley Metro, explained the project has been going on since 2014. The project is almost complete however; the first floor still needs to be completed. Ms. Contreras mentioned the LRGVDC is working with the Edinburg EDC to explore options for parking as there is currently no parking and Valley Metro and staff are using Edinburg City Hall for parking.

Mr. Resendez asked staff whether this extension affects the midtown work being done. Mr. Brian Kelsey, Assistant City Manager, stated it could affect and added many agree there is a dire need for parking in the area. Mr. Kelsey

clarified staff is thinking of ways to ensure the Edinburg EDC is developing on properties on the south in tandem with properties on the north. Mr. Kelsey stated an update would be provided in executive session.

Mrs. Gonzales asked the City Attorney whether there is a conflict of interest as she sits on the LRGVDC board of directors. Mr. Ochoa advised Mrs. Gonzales to abstain from voting on the agenda item.

Mr. Diaz inquired whether the appraisal of $675,000 is of the land alone. Ms. Davila stated that as part of the agreement, the Edinburg EDC included the land as match. The land needed to be appraised and the market rate at the time was $675,000. Ms. Contreras mentioned that in order to use the Federal Transit Administration funds for the capital project, a 20% match was needed.

Mr. Diaz asked if the extension is needed in order to keep the project alive. Ms. Contreras stated the extension is needed to complete the project. Ms. Contreras stated there was $5.3M for the project and there is still a funding balance with over a million dollars that needs to be expensed. Additionally, the LRGVDC has set aside $1.5M that needs to be utilized to finish the transit terminal. The additional funds may possibly be used for parking. Mr. Ochoa added the extension approval is needed to continue working on the transit terminal.

MOTION TO APPROVE THE AMENDMENT NO. 6 TO THE INTERLOCAL AGREEMENT BETWEEN THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL, CITY OF EDINBURG, AND EDINBURG ECONOMIC DEVELOPMENT CORPORATION TO EXTEND THE AGREEMENT FOR TWO ADDITIONAL YEARS FOR THE JOINT DEVELOPMENT OF THE EDINBURG TRANSIT TERMINAL WAS MADE BY PRESIDENT HIREN GOVIND AND SECONDED BY DIRECTOR SABRINA WALKER HERNANDEZ. MOTION CARRIED WITH ONE ABSTENTION FROM SECRETARY VERONICA GONZALES.

I. Discussion and possible action on conveyance of the Edinburg Transit Terminal land to the Lower Rio Grande Valley Development Council as per the agreement.

Mr. Ochoa clarified the transit terminal property was owned by the Edinburg EDC prior to the construction and development of the transit terminal. The Edinburg EDC's agreement to convey the land was part of the early agreements. The Hidalgo County Appraisal District records indicate the Edinburg EDC is the owner.

The LRGVDC provided an agreement that was entered into in 2015, in where the Edinburg EDC promised to convey the property. Mr. Ochoa stated the Edinburg EDC should convey the property to the LRGVDC.

Mr. Ochoa mentioned part of the agreement indicated the LRGVDC would work with EEDC to lease the building for the first floor. Mr. Ochoa stated the second floor of the transit building was being built so that Edinburg EDC staff would move into the second floor. It was decided not to move forward with that and the second floor became available. The LRGVDC looked for a tenant and now the RGV MPO is housed on the second floor.

No action was required on this item.

6. EXECUTIVE SESSION

The board entered executive session at 6:02 PM.

MOTION TO ENTER EXECUTIVE SESSION WAS MADE BY COUNCILMEMBER DAN DIAZ AND SECONDED BY PRESIDENT HIREN GOVIND AT 6:02 PM. MOTION CARRIED UNANIMOUSLY.

The EEDC board will convene in executive session, in accordance with the Texas Open Meetings Act, Vernon's Texas Civil Statutes annotated, government code, chapter 551, subchapter D, exceptions to requirements that meetings be open, to deliberate under the following sections:

- **SECTION 551.071, CONSULTATION WITH ATTORNEY;**
- **SECTION 551.072, DELIBERATION REGARDING REAL PROPERTY; AND**
- **SECTION 551.087, DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS**

The EEDC board 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 Texas Open Meetings Act. The board will deliberate the following item:

A. Deliberation regarding economic development negotiations (Project Matrix, Project Folk Art, Project Yellow Brick, Project Eagle, Project Next Generation, Project Liquid, Project Green Sky, Project Orange). (§551.087 Deliberation Regarding Economic Development Negotiations; §551.071. Consultation with Attorney; Closed Meeting.)

A motion was made regarding Project Matrix.

MOTION TO TAKE ACTION AS DISCUSSED IN EXECUTIVE SESSSION WAS MADE BY COUNCILMEMBER DAN DIAZ AND SECONDED BY SECRETARY VERONICA GONZALES. MOTION CARRIED UNANIMOUSLY.

A motion was made regarding Project Next Generation.

MOTION TO TAKE ACTION AS DISCUSSED IN EXECUTIVE SESSSION WAS MADE BY COUNCILMEMBER DAN DIAZ AND SECONDED BY TREASURER AARON RIVERA. MOTION CARRIED UNANIMOUSLY.

A motion was made regarding Project Liquid.

MOTION TO ACCEPT AS DISCUSSED IN EXECUTIVE SESSSION WAS MADE BY DIRECTOR SABRINA WALKER HERNANDEZ AND SECONDED BY SECRETARY VERONICA GONZALES. MOTION CARRIED UNANIMOUSLY.

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

No action was taken on this item.

C. Consultation with City Attorney regarding Santana Textiles. (§551.071. Consultation with Attorney; Closed Meeting)

MOTION TO AUTHORIZE COUNSEL TO TAKE ACTION AS DISCUSSED IN EXECUTIVE SESSION WAS MADE BY SECRETARY VERONICA GONZALES AND SECONDED BY COUNCILMEMBER DAN DIAZ. MOTION CARRIED UNANIMOUSLY.

D. Consultation with City Attorney regarding the Edinburg Economic Development Corporation's Bylaws. (§551.071. Consultation with Attorney; Closed Meeting)

No action was taken on this item.

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 10:33 PM.

For record, President Hiren Govind left the meeting during executive session at 7:09 PM.

MOTION TO OPEN SESSION WAS MADE BY DIRECTOR SABRINA WALKER HERNANDEZ AND SECONDED BY TREASURER AARON RIVERA AT 10:33 PM. MOTION CARRIED UNANIMOUSLY.

8. ADJOURNMENT

There being no further business to consider, the meeting adjourned at 10:35 PM.

MOTION TO ADJOURN MEETING WAS MADE BY COUNCILMEMBER DAN DIAZ AND SECONDED BY DIRECTOR SABRINA WALKER HERNANDEZ AT 10:35 PM. MOTION CARRIED UNANIMOUSLY.

Leticia Pantoja

Minutes Transcribed by:
Leticia Pantoja, Management Analyst, City of Edinburg

The board of directors approved the meeting minutes on _____, 2022.

EDINBURG ECONOMIC DEVELOPMENT CORPORATION:

_____

Edinburg EDC Secretary

MINUTES OF THE EDINBURG ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS

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

JULY 12, 2022
SPECIAL MEETING
4:00 PM

PRESENT: **Hiren Govind, President**
Veronica Gonzales, Secretary
Aaron "Ronny" Rivera, Treasurer
Daniel "Dan" Diaz, Councilmember
Sabrina Walker-Hernandez, Director

ABSENT: **Roland Gomez, Vice President**
Raul Resendez, Director

STAFF: **Myra Ayala, City Manager**
Nelda Ramirez, Interim Assistant City Manager
Blanca Davila, EDD Director
Leticia Pantoja, EDD Management Analyst (via Zoom)
Nidian Elizondo, EDD Coordinator
Carlos Garza, EDD Coordinator
Omar Ochoa, City Attorney
Dagoberto Soto, Finance Director (via Zoom)
Flor Segura, Assistant Finance Director

1. CALL TO ORDER, ESTABLISH QUORUM

President Hiren Govind called the meeting to order at 4:00 PM.

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

Vice President Roland Gomez and Director Raul Resendez were absent.

A. Pledge of Allegiance

2. CERTIFICATION OF PUBLIC NOTICE

EDD Director, Blanca Davila, confirmed the public notice was posted in accordance with the Texas Open Meetings Act, on July 8, 2022 at 12:05 PM.

3. DISCLOSURE OF CONFLICT OF INTEREST

City Attorney, Omar Ochoa, stated a conflict of interest exists if a board member or a member of that person's family has a qualifying financial interest in an agenda item. If there is a conflict of interest, the board director cannot participate in discussion or vote on the agenda item.

No conflicts of interest were disclosed.

4. 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.

5. REGULAR AGENDA ITEMS

A. Discussion regarding the structure of the Edinburg Economic Development Corporation.

President Hiren Govind entertained a motion to move this agenda item to executive session.

MOTION TO MOVE AGENDA ITEM 5A TO EXECUTIVE SESSION WAS MADE BY SECRETARY VERONICA GONZALES AND SECONDED BY DIRECTOR SABRINA WALKER HERNANDEZ. MOTION CARRIED UNANIMOUSLY.

For record, regular agenda item A was discussed in open session after executive session as it did not meet the requirements to be discussed in executive session.

Mr. Govind stated the board would need to have a framework in place for how the Edinburg Economic Development Corporation should be structured for when the bylaws are amended.

Ms. Davila briefed the board on research that staff had conducted and mentioned most EDC's across the region and state typically include an executive director, deputy director, administrative assistant, research analyst, and director level positions such as director of business, retention, and expansion, foreign investment, small business development, among others. Ms. Davila stated the structure would depend on what the board wants to focus on and see happen in the community.

Ms. Gonzales inquired whether the research conducted was comparing Edinburg to other cities in similar size. Ms. Davila mentioned the research was a comparison with other cities in similar size in neighboring cities and across the State of Texas. Ms. Davila added the Texas Economic Development Council (TEDC) released a Compensation and Benefits survey that indicates number of employees, type of positions, and gauge salary ranges for cities with a population of 100,000 – 200,000.

Mr. Govind stated the average salary for an executive director or CEO is $170,000 and inquired how high it can go. Mr. Davila stated that it depends and referenced that the Brownsville Economic Development CEO's salary is over $212,000.

Ms. Gonzales stated she would like to see a comparison of EDC's salary and staff from cities across the valley in similar size or similar budget. Mr. Govind added gathering the same data but for other EDC's that are not regional to see how the valley is in comparison with other cities.

Regarding the restructuring process, Mr. Govind inquired which services should continue to be provided by the city and which should be separated. Mrs. Nelda Ramirez, Interim Assistant City Manager, explained that the city's Finance Department has always provided service assistance with EDC payroll. Mrs. Ramirez mentioned there was a verbal agreement before and the EDC would reimburse the city for the services provided. Mrs. Ramirez mentioned continuing with a written agreement with city services including Finance.

Mrs. Walker Hernandez inquired whether continuing with the city's Finance department includes adopting the city's procurement. Mrs. Ramirez stated EDC's typically have their own procurement policies and usually mirror the city's policy as well. Mr. Ochoa stated it could be different and the EDC can adopt its own procurement policy as the procurement rules that apply to the city are different to those that apply to the EDC.

Mrs. Walker Hernandez inquired whether there were challenges faced for staff in regards to following the city's procurement policies. Ms. Davila mentioned there were some challenges however, there needs to be a level of procurement that needs to happen and it should mirror the city's for transparency. Mrs. Walker Hernandez inquired if the current procurement allows staff to do next-day travel if needed. Ms. Davila confirmed the current policy could allow staff. City Manager Myra Ayala stated staff needs to first ensure there is money available in the budget, then staff can use the p-card to book flights, hotels, and travel, and then the documentation is provided and signed.

Mrs. Walker Hernandez inquired whether facilities ever a part of in-kind contributions for EDC. Mrs. Ramirez stated that when the EDC was housed at the Chamber of Commerce, the EDC had a lease. When the EDC moved to the City offices, it was in-kind and no rent involved.

Mr. Govind asked Mrs. Ramirez what she services she believes should still be provided by the city for the EDC. Mrs. Ramirez stated payroll, Finance, Human Resources, Legal, and IT services. Mrs. Ramirez stated the EDC had contracted work for other services such as building maintenance.

Regarding legal services, Mr. Govind inquired on whether the city Attorney's time is paid from the EDC's administrative services agreement with the city. Mr. Ochoa clarified he submits invoices to the city and he is paid by the city. The city allows the EDC to use EDC services as well. Mr. Ochoa does not bill separately for the EDC. Ms. Gonzales inquired whether there would be a separate bill once the EDC is a separate entity. Mr. Ochoa explained there are different options including having a direct contract with an attorney or enter into administrative services with the city, and include legal services.

For record, Ms. Gonzales thanked Economic Development Director Blanca Davila for time and dedication to the Edinburg EDC. Ms. Gonzales thanked Interim Assistant City Manager Nelda Ramirez for stepping in as interim assistant city manager and bringing her years of experience to the Edinburg EDC board. Ms. Gonzales also thanked City Manager Myra Ayala for stepping in as the Edinburg EDC's executive director and leading as the Edinburg EDC transitions. Ms. Gonzales stated the Edinburg EDC will need assistance in sorting Edinburg EDC framework including adequate pay, benefits, staffing, job descriptions, etc.

Mr. Govind, Mr. Rivera, and Mr. Diaz proceeded to thank Ms. Davila, Mrs. Ramirez, and Ms. Ayala for their work and assistance with the Edinburg EDC.

B. Discussion and possible action on Edinburg EDC board meeting time.

President Hiren Govind stated he wanted to get board member feedback on the preferred Edinburg EDC board meeting times.

Councilmember Dan Diaz stated the City Council wants to be transparent, have all advisory board meetings at 6:00 PM, and avoid meetings at times, in where the public cannot attend. Treasurer Aaron Rivera added he recommends having the board meetings at 5:30 PM.

Secretary Veronica Gonzales stated it is rare for the Edinburg EDC to have public comments and there has always been an option for residents to call in for public comment. Ms. Gonzales added she agrees with meetings being at 5:30 PM and suggested being efficient during meetings to ensure meetings to not run longer than they should.

Director Sabrina Walker Hernandez agreed with Ms. Gonzales and stated the meetings should be efficient and board members should come prepared to the meetings having read information provided in the board packets.

Mr. Rivera recommended the meeting time to be 5:00 PM. Mr. Diaz mentioned 5:00 PM does not align with what the City Council wants to implement. Mr. Govind also added that Vice President Roland Gomez has expressed that a 5:00 PM board meeting time will work for him. Mr. Diaz stated he would like meetings to be at least at 5:30 PM.

MOTION TO APPROVE EDINBURG EDC BOARD MEETING TIME TO 5:00 PM WAS MADE BY TREASURER AARON RIVERA AND SECONDED BY DIRECTOR SABRINA WALKER HERNANDEZ. MOTION CARRIED BY A VOTE OF 4-1.

6. EXECUTIVE SESSION

The board entered executive session at 4:09 PM.

MOTION TO ENTER EXECUTIVE SESSION WAS MADE BY SECRETARY VERONICA GONZALES AND SECONDED BY TREASURER AARON RIVERA AT 4:09 PM. MOTION CARRIED UNANIMOUSLY.

The EEDC board will convene in executive session, in accordance with the Texas Open Meetings Act, Vernon's Texas Civil Statutes annotated, government code, chapter 551, subchapter D, exceptions to requirements that meetings be open, to deliberate under the following section:

- **SECTION 551.074, PERSONNEL MATTERS**

The EEDC board 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 Texas Open Meetings Act.

The board will deliberate the following item:

A. Discussion and possible action regarding employment matters. (§551.071. Consultation with Attorney; Closed Meeting; and §551.074. Personnel Matters; Closed Meeting)

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 4:45 PM.

MOTION TO OPEN SESSION WAS MADE BY COUNCILMEMBER DAN DIAZ AND SECONDED BY TREASURER AARON RIVERA AT 4:45 PM. MOTION CARRIED UNANIMOUSLY.

No action was taken in executive session.

8. ADJOURNMENT

For record, Director Sabrina Walker Hernandez left the meeting at 5:09 PM.

There being no further business to consider, the meeting adjourned at 5:14 PM.

MOTION TO ADJOURN MEETING WAS MADE BY SECRETARY VERONICA GONZALES AND SECONDED BY COUNCILMEMBER DAN DIAZ AT 5:14 PM. MOTION CARRIED UNANIMOUSLY.

Leticia Pantoja

Minutes Transcribed by:
Leticia Pantoja, Management Analyst, City of Edinburg

The board of directors approved the meeting minutes on _____, 2022.

EDINBURG ECONOMIC DEVELOPMENT CORPORATION:

_____

Edinburg EDC Secretary

Edinburg Economic Development Corporation
Meeting Date:August 1, 2022

Presentation of financial report for third quarter April 2022 through June 2022.

1. **Agenda Item:**
   Presentation of financial report for third quarter April 2022 through June 2022.
2. **Description/Scope:**
   Dagoberto Soto, Director of Finance will provide a quarterly financial report for April 2022 through June 2022.

3. **Estimated Timeline:**
   Quarterly.

4. **Budget:**
   N/A

5. **Procurement/Selection Process:**
   N/A

6. **Staff's Recommendation:**
   N/A

7. **Justification:**
   N/A

ATTACHMENTS
Attachment A: 3rd Quarter FY 2022 Financials

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

Edinburg Economic Development Corporation

3rd Quarter Financials for the period ended June 30, 2022

EDINBURG ECONOMIC DEVELOPMENT CORPORATION
BALANCE SHEET (Unaudited)
June 30, 2022

Assets		
Cash and Cash Equivalents	$	11,828,633
Sales Tax Receivable		683,168
Receivables, Net		1,592,608
Santana Receivable, Net		12,083,422
Restricted Assets		
Cash and Cash Equivalents		2,903,593
Investments		30,662,936
TOTAL ASSETS	**$**	**59,754,360**
Liabilities		
Current Liabilities		
Accounts Payable	$	2,998,880
Total Liabilities		2,998,880
Fund Balance		
Restricted For:		
Capital Projects		15,076,797
Debt Service		18,489,732
Other: Note Receivables		12,083,422
Other: Property Acquisitions		2,300,000
Other: Contingency Reserve		1,900,000
Unrestricted		6,905,528
Total Fund Balance		56,755,480
TOTAL LIABILITIES AND FUND BALANCE	**$**	**59,754,360**

EDINBURG ECONOMIC DEVELOPMENT CORPORATION

MONTHLY BUDGET ACTIVITY REPORT (Unaudited)

As of June 30, 2022

	Current Budget	1st Qtr Activity	2nd Qtr Activity	Apr	May	June	3rd Qtr Activity	YTD	Percent Used	Remaining Budget
Available Fund Balance										
PROPERTY ACQUISITIONS	$ 2,300,000	-	-	-	-	-	-	$ -	0%	$ 2,300,000
UNRESTRICTED FUND BALANCE	5,432,866	-	-	-	-	-	-	-	0%	5,432,866
Total Available Fund Balance	**7,732,866**	-	-	-	-	-	-	-	**0%**	**7,732,866**
Revenues										
GEN SALES & USE TAX (.5%)	7,730,000	2,142,018	2,048,715	728,140	683,168	-	1,411,308	5,602,041	72%	2,127,959
INTEREST EARNED	10,000	1,292	2,460	5,243	10,753	14,219	30,215	33,967	340%	(23,967)
RENTAL INCOME	91,032	22,958	30,586	9,069	9,121	9,045	27,235	80,779	89%	10,253
Total Revenues	**7,831,032**	**2,166,268**	**2,081,761**	**742,452**	**703,042**	**23,264**	**1,468,758**	**5,716,787**	**73%**	**2,114,245**
Other Financing Resources										
SALE OF PROPERTY	-	156,403	-	162,586	-	-	162,586	318,989	0%	(318,989)
OTHER	-	-	274,906	(19)	(47)	(59)	(125)	274,781	0%	(274,781)
Total Other Financing Resources	**-**	**156,403**	**274,906**	**162,567**	**(47)**	**(59)**	**162,461**	**593,770**	**0%**	**(593,770)**
Total Revenues and Other Financing Resources	**$ 7,831,032**	**2,322,670**	**2,356,667**	**905,019**	**702,995**	**23,205**	**1,631,219**	**6,310,557**	**81%**	**$ 1,520,475**
Expenditures										
Administrative Services										
ADMINISTRATION FEE	$ 1,000,000	-	250,000	250,000	-	-	250,000	$ 500,000	50%	$ 500,000
AUDIT / ACCOUNTING	22,000	-	13,504	-	6,829	-	6,829	20,333	92%	1,667
MEMBERSHIP DUES, SUBSCR	25,000	5,000	500	2,025	338	-	2,363	7,863	31%	17,138
PROFESSIONAL SERVICES	50,000	300	24,296	-	1,848	-	1,848	26,444	53%	23,556
Total Administrative Services	**1,097,000**	**5,300**	**288,300**	**252,025**	**9,015**	**-**	**261,040**	**554,640**	**51%**	**542,360**
Programs										
CONFERENCES	50,000	3,180	-	6,228	(338)	100	5,990	9,170	18%	40,830
JOB TRAINING PROGRAMS	200,000	9,478	-	-	-	160	160	9,638	5%	190,362
MARKETING AND ADVERTISING SERVICES	300,000	25,086	6,863	17,927	10,803	2,618	31,348	63,297	21%	236,703
RESEARCH, STUDIES, OTHER CONTRACTS	65,000	4,340	1,000	3,750	-	-	3,750	9,090	14%	55,910
SPONSORSHIPS	100,000	23,750	16,550	3,500	22,100	-	25,600	65,900	66%	34,100
TRAVEL,TRAINING,MEETINGS	50,000	2,138	-	-	44	3,462	3,506	5,644	11%	44,356
Total Programs	**765,000**	**67,973**	**24,413**	**31,405**	**32,610**	**6,339**	**70,354**	**162,739**	**21%**	**602,261**
Properties										
GENERAL INSURANCE	70,000	8,984	8,984	5,574	-	-	5,574	23,541	34%	46,459
LAND - PURCHASE OF PROPERTY	3,100,000	7,900	1,163,301	150,058	-	-	150,058	1,321,259	43%	1,778,741
PROPERTY MAINTENANCE	200,000	1,421	15,238	140	1,540	37	1,716	18,375	9%	181,625
PROPERTY TAXES	230,000	27,820	201,012	-	-	-	-	228,832	99%	1,168
UTILITIES	5,000	694	996	285	227	277	788	2,478	50%	2,522
Total Properties	**3,605,000**	**46,818**	**1,389,531**	**156,056**	**1,766**	**314**	**158,137**	**1,594,486**	**44%**	**2,010,514**

EDINBURG ECONOMIC DEVELOPMENT CORPORATION

MONTHLY BUDGET ACTIVITY REPORT (Unaudited)

As of June 30, 2022

	Current Budget	1st Qtr Activity	2nd Qtr Activity	Apr	May	June	3rd Qtr Activity	YTD	Percent Used	Remaining Budget
Incentive Agreements										
ECONOMIC DEVELOPMENT INCENTIVES	500,000	-	-	-	-	-	-	-	0%	500,000
VANTAGE VENTURES/DPS	92,000	-	92,000	-	-	-	-	92,000	100%	-
AURIEL INVESTMENTS/PLAZA	50,000	-	50,000	-	-	-	-	50,000	100%	-
TACO PALENQUE/PALENQUE GRILL	50,000	-	-	-	-	-	-	-	0%	50,000
FIRST HARTFORD REALTY-RESTAURANT PLAZA	100,000	-	-	-	-	-	-	-	0%	100,000
SHEA NATE LLC	150,000	-	-	-	-	-	-	-	0%	150,000
Total Incentive Agreements	**942,000**	**-**	**142,000**	**-**	**-**	**-**	**-**	**142,000**	**15%**	**800,000**
Debt Service										
BOND PRINCIPAL PAYMENT	1,585,000	-	1,020,000	-	-	-	-	1,020,000	64%	565,000
BOND INTEREST EXPENSE	1,088,095	-	525,949	-	-	-	-	525,949	48%	562,146
BOND FEES	55,000	(5,347)	-	-	2,250	3,500	5,750	403	1%	54,597
ARENA BOND SHORTAGE	780,418	-	780,418	-	-	-	-	780,418	100%	(0)
Total Debt Service	**3,508,513**	**(5,347)**	**2,326,367**	**-**	**2,250**	**3,500**	**5,750**	**2,326,770**	**66%**	**1,181,743**
Total Expenditures	**$ 9,917,513**	**114,744**	**4,170,610**	**439,486**	**45,641**	**10,154**	**495,280**	**$ 4,780,634**	**48%**	**$ 5,136,879**
Sources Over/(Under) Uses	**$ 5,646,385**	**2,207,927**	**(1,813,943)**	**465,534**	**657,354**	**13,052**	**1,135,940**	**$ 1,529,923**	**27%**	**$ 4,116,462**
Revenue Bond Projects										
EL TULE RECREATION CENTER	$ 4,974,310	417,332	1,029,765	107,781	175,677	14,993	298,451	$ 1,745,548	35%	$ 3,228,762
CAPABLE KIDS BEETHOVEN	300,476	143,120	116,938	29,552	-	-	29,552	289,610	96%	10,866
WORKFORCE/RESOURCE CENTER	1,854,828	-	-	-	-	-	-	-	0%	1,854,828
MUNICIPAL WATER PARK	1,000,000	-	-	-	-	-	-	-	0%	1,000,000
ACE CENTER	7,000,000	-	-	-	-	-	-	-	0%	7,000,000
PARKING GARAGE	2,000,000	-	-	-	-	-	-	-	0%	2,000,000
Total Revenue Bond Projects	**$ 17,129,614**	**560,452**	**1,146,704**	**137,332**	**175,677**	**14,993**	**328,002**	**$ 2,035,158**	**12%**	**$ 15,094,456**

EDINBURG ECONOMIC DEVELOPMENT CORPORATION

SUPPLEMENTARY INFORMATION (Unaudited)

Cash Balances as of June 30, 2022

	Beginning Balance	1st Qtr Activity	2nd Qtr Activity	April	May	June	3rd Qtr Activity	YTD Activity	Ending Balance
Cash - Unrestricted									
Operating - Non Interest Bearing	$ 1,539,669	$ (24,816)	$ (1,313,003)	$ 774,158	$ 7,314	$ 1,241	$ 782,713	$ (555,106)	$ 984,563
Operating - Interest Bearing	2,338,038	(1,324,931)	937,893	(430,426)	(43,413)	2,164,094	1,690,254	1,303,216	3,641,254
Total Unrestricted Cash	**3,877,707**	**(1,349,747)**	**(375,111)**	**343,732**	**(36,100)**	**2,165,335**	**2,472,967**	**748,110**	**4,625,817**
Cash - Restricted									
Non Interest Bearing:									
Debt Service Funds	2,289,760	4	5,349	(10,000)	2	61	(9,937)	(4,584)	2,285,176
Total Non Interest Bearing Cash	2,289,760	4	5,349	(10,000)	2	61	(9,937)	(4,584)	2,285,176
Interest Bearing:									
Series 2019 Bonds - Project Fund	8,037,484	(560,213)	(1,130,567)	(135,120)	(171,098)	5,388	(300,830)	(1,991,610)	6,045,874
Series 2021 Bonds - Project Fund	9,015,054	258	967	2,390	4,947	7,305	14,643	15,868	9,030,922
Series 2021 Refunding Bonds - Santana	14,822,863	-	-	-	-	-	-	-	14,822,863
Debt Service Reserves Fund	1,379,266	39	148	366	757	1,118	2,240	2,427	1,381,693
Reserved for Property Acquisitions	2,300,000	-	-	-	-	-	-	-	2,300,000
Reserved for Contingencies	1,900,000	-	-	-	-	-	-	-	1,900,000
Total Interest Bearing Cash	37,454,667	(559,915)	(1,129,452)	(132,364)	(165,394)	13,811	(283,947)	(1,973,314)	35,481,353
Total Restricted Cash	**39,744,426**	**(559,912)**	**(1,124,103)**	**(142,364)**	**(165,391)**	**13,872**	**(293,883)**	**(1,977,898)**	**37,766,529**
Total Unrestricted and Restricted Cash	**$ 43,622,133**	**$ (1,909,658)**	**$ (1,499,213)**	**$ 201,368**	**$ (201,491)**	**$ 2,179,207**	**$ 2,179,084**	**$ (1,229,788)**	**$ 42,392,346**

SALES TAX STATE COLLECTION RGV COMPARISON - JULY 2022

Valley Rank	City	Net Payment This Period	Payment Prior Year	% Change	2022 Payments To Date	2021 Payments To Date	% Change
Rank Based on Current Month Activity							
1	Brownsville	$ 4,464,385	$ 4,039,532	11%	$ 32,540,980	$ 28,069,454	16%
2	Mercedes	$ 586,741	$ 537,061	9%	$ 4,763,309	$ 3,801,037	25%
3	McAllen	$ 7,122,861	$ 6,570,169	8%	$ 53,067,202	$ 46,159,037	15%
4	Pharr	$ 2,315,161	$ 2,136,902	8%	$ 16,624,080	$ 14,748,287	13%
5	**Edinburg**	**$ 2,732,671**	**$ 2,532,287**	**8%**	**$ 19,926,690**	**$ 17,511,563**	**14%**
6	Mission	$ 1,820,201	$ 1,721,864	6%	$ 14,663,478	$ 12,096,128	21%
7	Harlingen	$ 2,530,419	$ 2,403,394	5%	$ 18,491,738	$ 17,011,076	9%
8	Weslaco	$ 1,435,094	$ 1,384,265	4%	$ 10,662,836	$ 9,642,561	11%
9	South Padre Island	$ 479,000	$ 505,501	-5%	$ 2,544,251	$ 2,390,914	6%
Rank Based on Calendar Year 2022 To Date Activity							
1	Mercedes	$ 586,741	$ 537,061	9%	$ 4,763,309	$ 3,801,037	25%
2	Mission	$ 1,820,201	$ 1,721,864	6%	$ 14,663,478	$ 12,096,128	21%
3	Brownsville	$ 4,464,385	$ 4,039,532	11%	$ 32,540,980	$ 28,069,454	16%
4	McAllen	$ 7,122,861	$ 6,570,169	8%	$ 53,067,202	$ 46,159,037	15%
5	**Edinburg**	**$ 2,732,671**	**$ 2,532,287**	**8%**	**$ 19,926,690**	**$ 17,511,563**	**14%**
6	Pharr	$ 2,315,161	$ 2,136,902	8%	$ 16,624,080	$ 14,748,287	13%
7	Weslaco	$ 1,435,094	$ 1,384,265	4%	$ 10,662,836	$ 9,642,561	11%
8	Harlingen	$ 2,530,419	$ 2,403,394	5%	$ 18,491,738	$ 17,011,076	9%
9	South Padre Island	$ 479,000	$ 505,501	-5%	$ 2,544,251	$ 2,390,914	6%
RGV AVERAGES		**$ 2,609,615**	**$ 2,425,664**	**8%**	**$ 19,253,841**	**$ 16,825,562**	**14%**
STATE TOTALS		**$ 647,113,858**	**$ 585,562,470**	**11%**	**$ 3,965,717,584**	**$ 3,395,284,257**	**17%**

EEDC Portion (25%)	**$ 683,168**

Prepared by: Dagoberto Soto Jr., Director of Finance
Date: 07/14/2022

Edinburg Economic Development Corporation
Meeting Date:August 1, 2022

Discussion and possible action regarding the removal and addition of authorized signers for the Edinburg Economic Development Corporation accounts at Texas National Bank, TexSTAR, and any other financial institution.

1. **Agenda Item:**
   Discussion and possible action regarding the removal and addition of authorized signers for the Edinburg Economic Development Corporation accounts at Texas National Bank, TexSTAR, and any other financial institution.
2. **Description/Scope:**
   The request is to remove former City of Edinburg staff as signature authorities from Edinburg EDC financial accounts with Texas National Bank, TexSTAR, and any other financial institutions. This will leave Dagoberto Soto Jr, Finance Director as the authorized signer for Edinburg EDC financial institution accounts.

3. **Estimated Timeline:**
   N/A

4. **Budget:**
   N/A

5. **Procurement/Selection Process:**
   N/A

6. **Staff's Recommendation:**
   Staff recommends approval of the removal of former city staff and addition of the Edinburg EDC board president on bank accounts related to the Edinburg EDC.

7. **Justification:**

ATTACHMENTS

Approved: _____

Not Approved:	
Tabled:	
No Action:	

Edinburg Economic Development Corporation
Meeting Date:August 1, 2022

Discuss and consider approval of the Edinburg Economic Development Corporation Sponsorship Policy.

1. **Agenda Item:**
   Discuss and consider approval of the Edinburg Economic Development Corporation Sponsorship Policy.
2. **Description/Scope:**
   On April 26, 2022, this agenda item was presented to the Edinburg EDC board to discuss a strategy and guidelines for sponsorship requests. Guidelines established will assist Board of Directors with sponsorship considerations.

   The following sponsorship thresholds are listed for your consideration:

   - Sponsorship up to $750 for non-economic development related requests
   - Sponsorship of $750+ for economic development related requests
   - Sponsorship of $2,500 for scholarships for Edinburg students

3. **Estimated Timeline:**
   N/A

4. **Budget:**
   N/A

5. **Procurement/Selection Process:**
   N/A

6. **Staff's Recommendation:**
   Staff recommends approval based on the board's direction for criteria.

7. **Justification:**

ATTACHMENTS
Attachment A: Edinburg EDC Proposed Sponsorship Policy

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

EDINBURG ECONOMIC DEVELOPMENT CORPORATION
SPONSORSHIP POLICY

Purpose:

The purpose of this Sponsorship Policy ("Policy") of the Edinburg Economic Development Corporation ("EEDC") is to encourage events, programming, and services conducted by persons, organizations, entities, or corporations (collectively "Organization" or "Organizations") for the benefit of the residents of the City of Edinburg ("City"), while ensuring that Organizations are afforded an equitable opportunity to request and obtain sponsorship support for proposed events, programming, and services.

Sponsorship Requirements & Guidelines:

All requests for EEDC sponsorship must be submitted via written application to the EEDC's Executive Director. All requests received by EEDC staff or Board of Directors shall be forwarded to the EEDC Executive Director for review.

EEDC sponsorship may consist of monetary funding and/or in-kind support. In-kind support may include, but is not limited to, donation of goods or supplies, EEDC staff support, and permission to use the EEDC's logo on marketing materials. The value, as determined by the EEDC, of all requested in-kind support shall be included in the total sponsorship amount(s) for purposes of the limitations set forth in this Policy.

The total value of sponsorship funding/support provided by the EEDC shall not exceed $10,000 per Organization per year.

The total value of sponsorship funding/support provided by the EEDC shall not exceed the value of the requesting Organization's contribution.

Requesting Organizations must adhere to the EEDC's branding and logo guidelines and must seek permission prior to using the EEDC logo. The EEDC shall have final approval of all materials bearing the EEDC logo prior to distribution.

The EEDC reserves the right and discretion to exercise full editorial control over the placement, content, appearance, and wording of sponsorship affiliations and messages. The EEDC may make distinctions on the appropriateness of sponsors based on subject matter of a potential sponsorship recognition message

Approval Requirements:

If the requested City sponsorship amount does not exceed $1,000, approval of the Executive Director or their designee is sufficient for approval to be effective.

If the requested EEDC sponsorship exceeds $1,000, approval of the EEDC Board of Directors is required for approval to be effective.

If the requested EEDC sponsorship exceeds $5,000, approval of the EEDC Board of Directors and the Edinburg City Council is required for approval to be effective.

Application:

To be eligible for consideration, all sponsorship requests must be made by completing the EEDC's application form, as approved by the Board of Directors and attached to this Policy.

If Edinburg City Council approval will be required to approve a sponsorship request pursuant to this Policy, the completed application form must be received by the EEDC Executive Director no later than 45 days prior to the earliest scheduled date of the event for the sponsorship request to be eligible for consideration. If Edinburg City Council approval will not be required, the completed application form must be received by the EEDC Executive Director no later than 30 days prior to the earliest scheduled date of the event for the sponsorship request to be eligible for consideration.

Eligibility & Selection Criteria:

The EEDC has sole discretion to determine whether an event benefits the residents of the City and should therefore be a recipient of sponsorship funding or support under this Policy.

The EEDC reserves the right to decline any request for EEDC sponsorship if acceptance is deemed not to be in the best interest of the EEDC and the City, or if acceptance would create a conflict of interest for the EEDC.

Sponsorship requests made by the following types of Organizations are favored:

- Certified tax-exempt nonprofits;
- Public agencies; and
- Established clubs, associations, groups or committees that provide services and/or programs directly to the City for the benefit of its residents.

If the requesting Organization is or claims to be a non-profit entity, the requesting Organization must submit documentation to the EEDC sufficient to prove its non-profit status, such as Articles of Incorporation and IRS Employer Identification Numbers (in the case of a 501(c)(3) entity).

The following types of persons, Organizations, and events are ineligible for city sponsorship:

- Persons seeking financial support for their individual participation in a fundraising effort or event;
- Persons requesting funds for their private use, regardless of the intent or need;
- Requests that benefit single individuals;

- Organizations that promote the sale or consumption of alcohol, tobacco products, vaping products, or federally illegal drugs;
- Promotion of the use or sale of firearms, explosives or other weapons, or the depiction, suggestion, or glorification of violence or acts of a violent nature;
- Organizations that promote gambling;
- Sexually oriented businesses;
- Political parties or political advocacy groups;
- Organizations requesting inappropriate or unlawful expenditures, as determined by the EEDC in its sole discretion; and
- Events, programs and services which discriminate against any portion or segment of the citywide community.

In determining whether to approve requests for EEDC sponsorship, the following criteria may be considered, in no particular order of importance:

- The degree of citywide value provided by the event, program, or service;
- Whether the event, program, or service will be open to the public, and the demonstrated commitment of the requesting Organization to ensuring ongoing public access;
- Whether the event will require entrance fees to be paid for admittance (free admission is preferred);
- Whether the requesting Organization is based in the City;
- Whether and to what extent the requesting Organization's prior relationships with the EEDC, if any, have been successful;
- Whether the requesting Organization can provide verification of availability of sufficient facilities, funding and support, and sufficient capacity of programmatic function for the proposed event, program, or service.
- Whether the requesting Organization is a for-profit enterprise; if so, the Organization is ineligible for sponsorship unless the event, program, or service for which sponsorship is requested is not for the commercial benefit of the requesting Organization, as determined by the EEDC in its sole discretion.
- Whether the requestor's mission and goals in providing the event, service, or program:
    - Are compatible with the EEDC's priorities;
    - Enhance current EEDC programs or core services.
- Demonstrated public support for the proposed event, service, or program;
- Financial need of the requesting Organization and its ability to offer the event, program, or service in the absence of the requested City sponsorship;
- Ability of the event, service, or program to meet community needs;
- Level of contribution of the requesting Organization and its partners to the event, service, or program;
- Projected timelines and cost/benefit analyses of the event, service, or program;
- Impact on existing EEDC operations, assets, and resources;
- Media exposure opportunities;
- Involvement by other entities or individuals, including but not limited to partners, contractors and sponsors;
- Projected number of City residents the event, program, or service accommodates;
- Other factors deemed relevant to the collaboration.

Agreement:

Upon approval of a request for sponsorship, the Organization requesting sponsorship shall enter into a written agreement with the EEDC containing the material terms and obligations for approval by authorized representatives of the requesting Organization and the EEDC.

The agreement should include a description of the relationship and the roles and responsibilities of the EEDC and the requesting Organization. Indemnification and insurance shall be required as part of the agreement. The requesting Organization must agree in writing to adhere to all applicable laws, rules, regulations, and City policies in connection with the event, program, or service being sponsored.

Edinburg Economic Development Corporation
Meeting Date:August 1, 2022

Discuss and consider approval of the funding proposal submitted by Valley Initiative for Development and Advancement (VIDA).

1. **Agenda Item:**
   Discuss and consider approval of the funding proposal submitted by Valley Initiative for Development and Advancement (VIDA).
2. **Description/Scope:**
   Economic Development staff received a proposal for funding from the Valley Initiative for Development and Advancement (VIDA). The funding proposal is for $250,000 and will provide higher education training and workforce development for at least 55 underserved Edinburg residents. Representatives from VIDA have indicated there are matching funds available for participating cities or EDC's.

   The funding proposal includes:

   - Training cost at South Texas College (STC), University of Texas-Rio Grande Valley (UTRGV), Texas State Technical College (TSTC), Texas Southmost College.
   - Direct Program Services - Intensive Career Counseling & Case Management.

   VIDA began in 1995 with its mission to formulate new institutional relationships in the Lower Rio Grande Valley that simultaneously address employers' needs for skilled workers, while linking the area's unemployed and underemployed with high-skill, high-wage jobs identified in the region.

3. **Estimated Timeline:**
   The proposal is for 12 months for the fiscal year October 1, 2022 - September 30, 2023.

4. **Budget:**
   Workforce/Job Training Budget Available: $190,362.28

5. **Procurement/Selection Process:**
   Staff received this as an unsolicited proposal.

6. **Staff's Recommendation:**
   Staff recommends approval following the board's direction on a match grant.

7. **Justification:**

ATTACHMENTS

Attachment A: VIDA - Edinburg EDC Funding Proposal
Attachment B: VIDA - Edinburg EDC Proposed Program Budget

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

THE CITY OF Edinburg ECONOMIC DEVELOPMENT | EDINBURG Economic Development Corporation

Funding Proposal

VIDA

Valley Initiative for Development and Advancement

July 13, 2022

Prepared By:

Felida Villarreal, CPA
VIDA Executive Director

Project Name

Higher Education Training and Workforce Development for Underserved Edinburg Residents

Funding Request

$250,000 for fiscal year 10/01/2022 – 9/30/2023

Project Details

At least 55 Edinburg residents will be supported through VIDA's program model through the fiscal year October 1, 2022 – September 30, 2023. 100% of students assisted under this grant must meet the following eligibility criteria:

1. Participant must be an Edinburg Resident
2. Participant must be 18 years of age or older
3. Participant must be eligible to work in the U.S.
4. Participant must be under 200% of the federal poverty guidelines, earn below $14 per hour, or be unemployed with family responsibility

Mission

VIDA's mission is to formulate new institutional relationships in the Lower Rio Grande Valley that simultaneously address employers' needs for skilled workers, while linking the area's unemployed and underemployed with high-skill, high-wage jobs identified in the region. Our vision is a well-trained, well-educated population, which will not only be ready for tomorrow's jobs, but will be able to live a more prosperous, healthy, and happy life.

History

The concept for VIDA began in 1995 with Valley Interfaith, a community-organizing group in the Lower Rio Grande Valley affiliated with the national Industrial Areas Foundation. Valley Interfaith observed a need for education and training to secure family sustaining wage employment, as the region experienced high levels of unemployment from many plant closures and layoffs in the textile industry due to foreign competition. Meanwhile, businesses and economic development boards looking to attract and retain employers in the region, reported a need for a more highly skilled and educated workforce. As a result, Valley Interfaith saw an opportunity to meet the needs of both Valley residents and employers through the creation of VIDA, a workforce training model committed to providing both economic and social supports to economically disadvantaged residents, to ensure successful completion of post-secondary education training and secure competitive employment. Throughout the years, VIDA has remained relevant and innovative by collaborating with regional institutions of higher education and industry leaders to assess employment needs and align career pathways with local industry demand.

Currently, more than half of our student population enrolls in allied health careers such as registered nursing, licensed vocational nursing, dental hygiene, diagnostic medical sonography, emergency medical sciences, occupational therapy, respiratory therapy, radiography, medical billing & coding, surgical technology, and more. As we continue to recover from the long-term effects of a global pandemic, it is critical to assess and respond to both the regional and national shortage of healthcare professionals. As a result, VIDA continues to promote training and higher education

credentials in the healthcare industry in order to enhance health equity across the Rio Grande Valley. The remaining student population pursues training in target demand occupations in fields of study such as business, STEM, social services, education, advanced manufacturing, and skilled trades – all of which provide an opportunity for self-sufficiency and long-term career advancement.

Core Services

VIDA primarily funds training for one-year certificates, two-year associate degrees, or the last two years of bachelor degrees. VIDA sponsors career training in fields of allied health, STEM, business, education, social services, manufacturing, and specialized trades. The program provides extensive financial assistance to promote full-time enrollment, and intensive case management and counseling services to address academic and social barriers. VIDA regularly updates the occupational training it supports based on feedback from economic development boards and local employers to ensure students pursue careers in target demand occupations relevant to our economic climate. Training and education are predominantly provided by South Texas College, Texas State Technical College, Texas Southmost College, and UT Rio Grande Valley, among other training institutions. We collaborate extensively with these institutions for outreach, student support and progress, enhancing career pathways, and more.

In 2021, VIDA served 464 students with an average persistence rate of 93%! 100% of our student population is identified as unemployed, underemployed, or low-income, based on 200% of the Federal Poverty Guidelines. During 2021, a student enrolling as a VIDA participant, earned an average wage of $8.30 per hour, but graduated as a VIDA participant and secured employment with an average wage of over $21.93 per hour following program completion. The average age of VIDA participants in 2021 was 28 years old, 39% had two or more children in the household, and 29% of VIDA participants were single parents.

Consequently, this demographic faces a multitude of challenges that represent risk factors for persistence and graduation. Oftentimes, our participants are first-generation college students, lacking a strong support system at home, which VIDA addresses with ongoing one-on-one career coaching and mentoring. VIDA recognizes many participants face language barriers and family responsibilities that interfere with successful completion or satisfactory performance of coursework. As a result, VIDA counselors meet regularly with participants on an individualized basis and in group sessions with other VIDA participants to help them overcome struggles such as time management, stress, emotional triggers, conflict resolution, and promote overall mental health. VIDA counselors share an extensive knowledge and expertise in fields of psychology, social work, and education, facilitating strong relationships with participants and effectively building bonds of accountability, maintaining our students focused, committed, and encouraged. In addition, our program provides customized financial assistance for tuition, textbooks, tools, uniforms, childcare, transportation, and emergency assistance based on the individual student's needs and circumstances to break economic barriers to education success.

VIDA organizes speaker series workshops on a monthly basis, in which we collaborate with local industry partners to share their expertise with our participants collectively. For example, our community partner, JP Morgan Chase, hosts financial literacy workshops with VIDA participants as a group to enlighten them on valuable topics such as banking, lending, credit scores, financial planning, and more. In turn, VIDA participants develop and enhance life-long skills for both professional and personal success, learning the importance of fiscal responsibility and personal

budgeting. This type of soft skills development model effectively complements the students' traditional classroom coursework to build a more well-rounded individual, better prepared to achieve career success with a competitive and diverse skillset.

Outcomes & Results

VIDA's outcomes are primarily measured by higher persistence rates, graduation rates, and number of certificates awarded:

1. 80% or more of Edinburg participants will graduate from an educational/training program within 3 years. Participant must be 18 years of age or older
2. 90% or more will graduate or persist in their education from year to year
3. 100% will attend mandatory counseling sessions

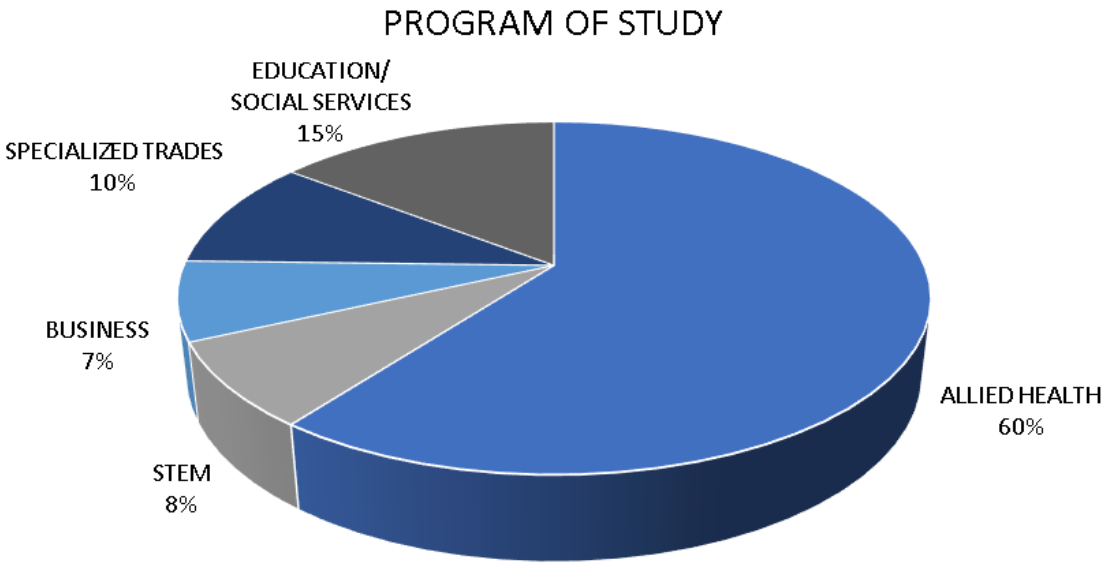
VIDA has a well-established capacity to track extensive information in a secured, comprehensive, Community TechKnowledge (CTK) database. Detailed demographic and socioeconomic characteristics are maintained and accessed on a regular basis for reporting and quality control. VIDA measures the academic progress of each participant through grade reports, case notes from the counselors and other program staff, and supportive services received - all of which are documented in CTK. Participants entering employment are tracked for two years post-graduation, and their wages, positions, and employers are reported in the database.

A recent economic impact study conducted by UT - Rio Grande Valley, reports that for every $1.00 invested in VIDA, there is a return on investment of $14.74 to the communities we serve. Additionally, the Institute for Women's Policy Research featured VIDA in a report on innovations to address unmet needs in job training programs. The report states: "case management can have the added effect of creating a sense of accountability to the program that may increase persistence and completion among trainees. Having a primary point person who participants can go to for advice, support, and to access program resources may lead them to feel a greater sense of responsibility or commitment to their program…the relationships that case managers establish with participants create bonds of accountability that enhance participants' chances of success within their programs."



February 2019 – February 2022

508 VIDA applications from Edinburg Residents



FOR EVERY ONE DOLLAR INVESTED IN VIDA'S PROGRAM,

THERE IS A RETURN OF $14.74 TO THE COMMUNITIES WE SERVE.

(ECONOMIC IMPACT STUDY 2020 -UNIVERSITY OF TEXAS-RIO GRANDE VALLEY,

DATA & INFORMATION SYSTEMS CENTER)

EXHIBIT A

VIDA
Edinburg EDC Program Budget

55 Participants/Students
New Applicants; Roll-Over/Continuing Program/Graduates

Post-Secondary Occupational Training (PSOT):
Allied Health, Business, Education, Social Services, Specialized Trades, and STEM
Associate Degrees, College/Industry Recognized Certificates, Bachelor Degrees (last 2 years only)

BUDGET ITEMS	10/01/2022 – 9/30/2023 Projected Expenditures
Training Costs Curriculum Based – Program Required Expenses South Texas College (STC); University of Texas – Rio Grande Valley (UTRGV); Texas State Technical College (TSTC); Texas Southmost College (TSC); Other • Tuition & Fees, Textbooks, Exam Fees, Mandatory Curriculum Based Equipment • Tools, Uniforms, Transportation Assistance, Child Care Assistance, Other **Direct Program Services** Intensive Career Counseling & Case Management • Community Outreach, Profile Assessment, & Aptitude Testing • Peer learning, effective studying skills, & test taking strategies • Soft Skills Training: Guest Speaker Forums, Professional Development Workshops, Financial Literacy, Domestic Violence, Legal Aid, Personal Budgeting/Financial Planning, Parental Involvement, Time Management, Stress Management, Mental Health, etc. • Employability Skills: Conflict Resolution in the Workplace, Resume Writing, Business Etiquette, Interview Skills, & Job Placement Services • Building Accountability - Monitoring Academic Performance and Progress for Intervention and Completion • Direct Program Management	
Sub-Total	**$ 212,500**
VIDA Administrative Costs	**$ 37,500**
Total Program Budget	**$ 250,000**
Edinburg EDC Request	**$ 250,000**

Edinburg Economic Development Corporation
Meeting Date:August 1, 2022

Discuss and consider approval of advertising in the Mexico Industry publication.

1. **Agenda Item:**
   Discuss and consider approval of advertising in the Mexico Industry publication.
2. **Description/Scope:**
   Monica Villarreal, Mexico Industry CEO, submitted a proposal for advertising and marketing in the Mexico Industry and De Shopping publications for promotion of the Edinburg EDC properties, industrial parks, and commercial/retail.

   The proposal is for an annual amount of $31,360 and includes:

   - Mexico Industry Why Invest in Edinburg Banner (website page) - 12 months
   - Mexico Industry Maps (printed publication) - 12 months
   - De Shopping en Texas (printed magazine) - 12 months

3. **Estimated Timeline:**
   The proposal is for a period of 12 months.

4. **Budget:**
   Marketing Budget Available: $236,003.21

5. **Procurement/Selection Process:**
   N/A

6. **Staff's Recommendation:**
   Staff recommends approval of the proposal to promote sales tax, airport, hotels, and quality of life.

7. **Justification:**

ATTACHMENTS
Attachment A: Mexico Industry Edinburg Presentation

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

International Community Publications, L.L.C

International Community Publications, LLC is a Group Media with more than **24 years** promoting the Rio Grande Valley and the Northeast of Mexico as one Region.

We work making alliances with **Chambers of Commerce**, **Visitor's Bureau**, and **Economic Development Corporations** of a number of cities along the border to attract investment opportunities and improve quality of life in our community, not only by the increasing of sales taxes but also the region's GDP and culture.

ICP PORTFOLIO

PRINT/ DIGITAL / SOCIAL MEDIA PORTFOLIO

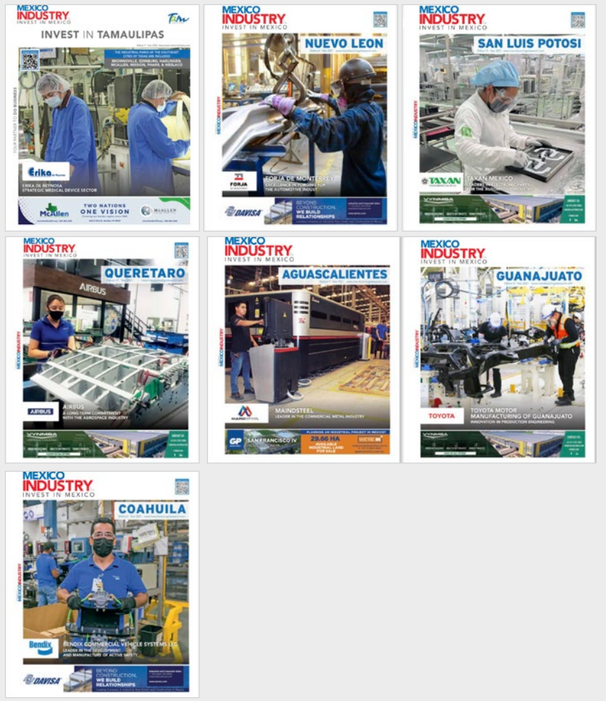
- Specialized Quarterly printed and digital Supplements
- Webinars
- Digital Newsletters (Spanish and English)
- Social Networks
- Directory of Suppliers and Industrial Commodities
- Business Meetings
- Strategic Supply Challenges Program (B2B)
- Lead Generation Programs
- Design and Programming Web Platforms
- Audiovisual Production (HD videos and 360° tours)

www.investintamaulipas.com
www.investinmx.com
www.mexicoindustry.com
www.somostamaulipas.com
www.invest.mexicoindustry.com
www.deshoppingentexas.com

7 Monthly Magazines



7 Biannual Industrial Maps



We want to present you with a **PROMOTION STRATEGY AND ACTION PLAN** to attract investment in the industrial sector with Mexico Industry and promote the city of Edinburg in the valley and northern Mexico with de Shopping en Texas.

MEXICO INDUSTRY
INVEST IN MEXICO

YOUR BUSINESS PARTNER TO
TRADE & GET ESTABLISHED
IN MEXICO AND THE US SOUTH

Investment Promotion Strategy and Action Plan
"Invest in Mexico"

MARKETING STRATEGY PROPOSAL

EDINBURG
Economic Development Corporation

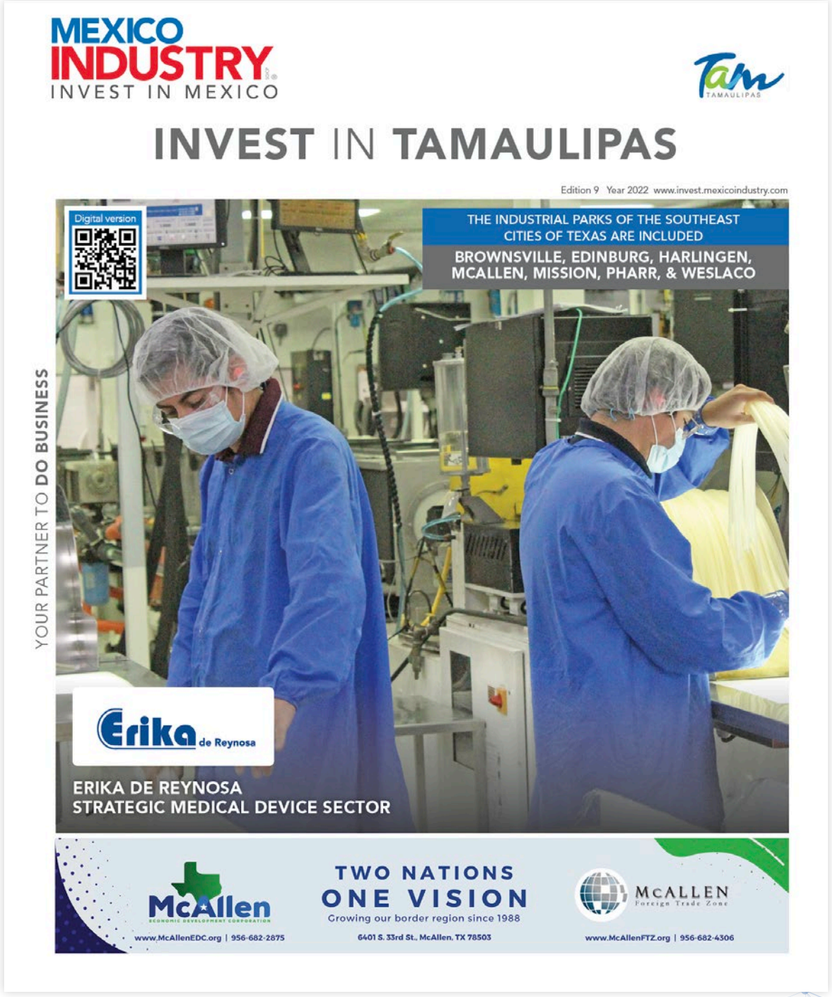
WHY INVEST IN EDINBURG
Landing Page-Principal Banner

MEXICO INDUSTRY MAPS
Magazine

PRINTED MAGAZINES: MEXICO INDUSTRY MAPS

- Printed by state, each magazine shows its **competitive advantages**, such as demographic information, the most important cities, a list of industrial parks and installed manufacturing companies, a directory of government offices and support organizations for the industry.

These Magazines are an extraordinary tool to promote "Why to Invest" in the regions, due to our participation in more than **52 tradeshows in Mexico, U.S. and Canada**.



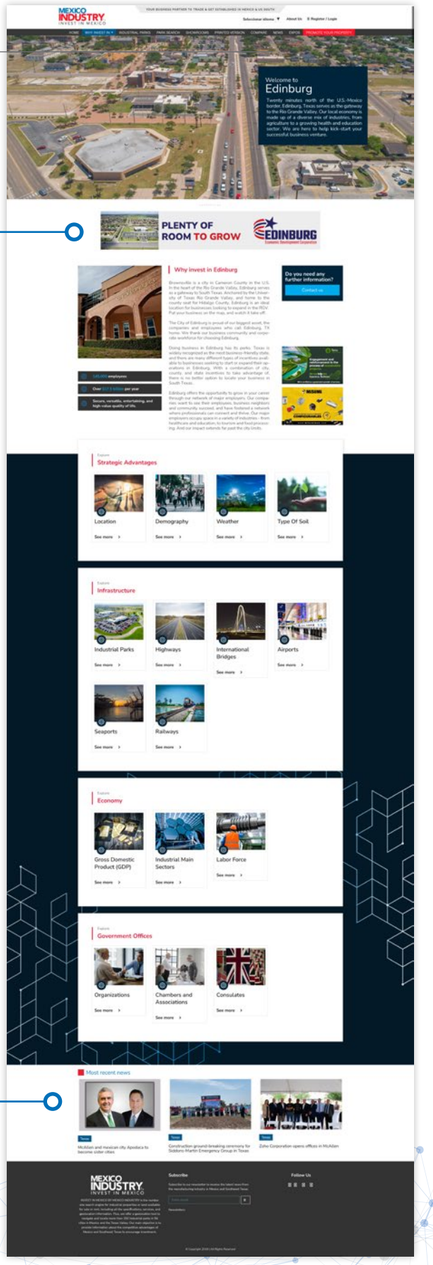
1) MAIN BANNER IN THE "WHY INVEST" SECTION OF THE CORRESPONDING STATE OR CITY

This section will contain a landing page with the city's information, where the banner will be linked to the Edinburg Economic Development Corporation web page.

Advantages of the main banner are: To increase visibility and ranking, gain support and validation.

Our website has an average of **4.1 million monthly searches** on Google and over **108,200 unique monthly users**, according to Google Analytics.

The city news will go at the bottom of the landing page



INVESTMENT PROMOTION STRATEGY AND ACTION PLAN

DIGITAL MEDIA METRICS – AS OF JUNE 2022

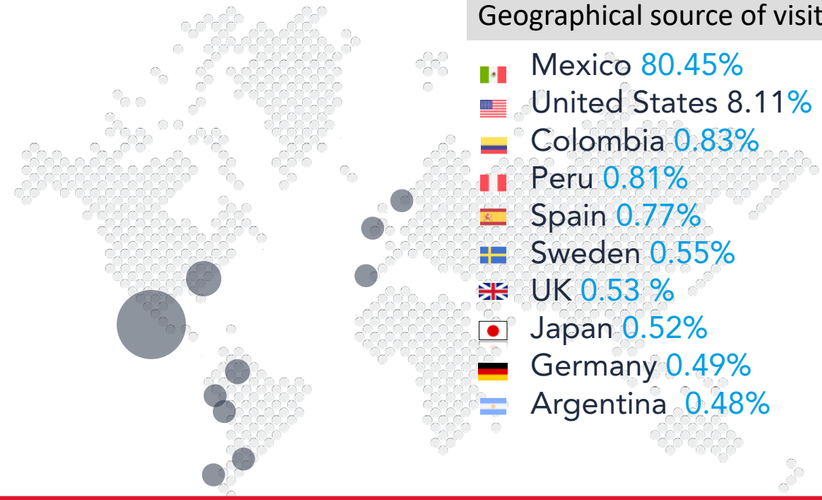
198.9K
Pageviews

108.2K
Unique Visitors

4.1M Google
Search Appearances

128.6K
Social Media Followers

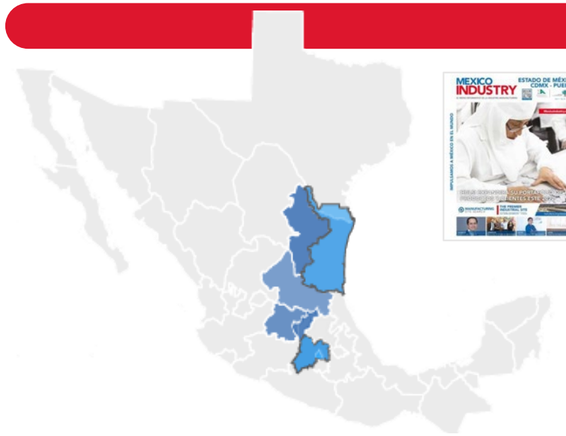
+27.5K
Newsletter Subscribers | 17.2% Open Rate



Geographical source of visits:

- Mexico 80.45%
- United States 8.11%
- Colombia 0.83%
- Peru 0.81%
- Spain 0.77%
- Sweden 0.55%
- UK 0.53 %
- Japan 0.52%
- Germany 0.49%
- Argentina 0.48%

PRINT MEDIA METRICS





SIX REGIONAL EDITIONS: MEXICO STATE/CDMX, NUEVO LEON, TAMAULIPAS, GUANAJUATO, SAN LUIS POTOSI & QUERETARO

PRINT RUN PER EDITION:	TOTAL PRINT RUN:	PASS ALONG:	ESTIMATED TOTAL REACH:
15,000	**90,000**	**5 READERS PER COPY**	**450,000 READERS**

ABOUT US

" De Shopping en Texas" is a monthly printed magazine with a digital platform aimed to inform What to Do, Where to Go , Where to Eat, Where to Shop, and Where to Stay in the Rio Grande Valley

We cover about: Boutique stores, products and services, discounts and sales, events and cultural activities, spas and health treatments, and lodging and accommodations.

We had worked with the city's Chambers of Commerce, and Visitor's Bureau to become their Shopping Guide, enhance Networking and promote Local Commerce.



www.deshoppingentexas.com

INVESTMENT PROMOTION STRATEGY AND ACTION PLAN

PRINTED MONTHLY MAGAZINE

Night Life

The Collection

Cover Story

What to Do?

Home Decor



The Accessory

Dining



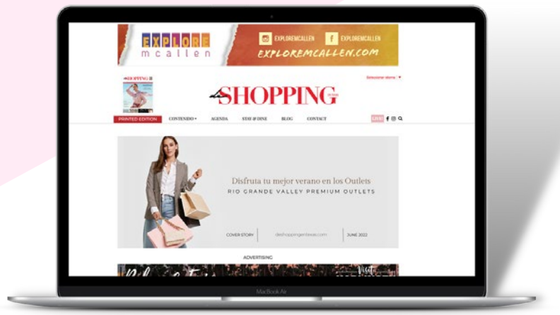
Health & Beauty

Entertainment

Motor Trends

Art & Culture

Did you Know?



3,500
Unique users on the website



FOLLOWERS

@deshoppingtexas **49,166** followers

@deshoppingentexas **2,873** followers

Digital Newsletter **5,000** emails in our database

+187,000
people reached

deSHOPPING EN TEXAS

15 YEARS of experience



30,000
free copies every month

DISTRIBUTION

3.0
Pass-along

In the Valley

From Mission to South Padre Island in hotels, restaurants, chambers of commerce and others.

In the North of México

Monterrey - Saltillo - Tampico - Cd. Victoria - Reynosa - Matamoros
Restaurants - beauty salon - spa
Los Ahijados restaurant

INVESTMENT

	PROMOTION INVESTMENT	PERIOD	MONTHLY COST	YEARLY COST
INDUSTRIAL SECTOR MEXICO INDUSTRY INVEST IN MEXICO	**WHY INVEST IN EDINBURG BANNER - TEXAS**	12 months	$1,000 dlls	$ 12,000 dlls yearly
	MEXICO INDUSTRY MAPS Printed Magazine / 1 Page	12 months		$ 4,000 dlls yearly
TOURISM SECTOR SHOPPING EN TEXAS	**DE SHOPPING EN TEXAS** Printed Magazine / 1 Page	12 Months	$ 1,280 dlls	$ 15,360 dlls yearly

ANNUAL | $31,360 dlls

MONTHLY $ 2,613 DLLS

CONTACT

If you have any question, please do not hesitate to contact me.

SALES

monica.villarreal@mexicoindustry.com

(956) 592-0095

FOLLOW US

@mexicoindustry

Edinburg Economic Development Corporation
Meeting Date:August 1, 2022

Discuss and consider approval of a sponsorship for UTRGV Athletics.

1. **Agenda Item:**
   Discuss and consider approval of a sponsorship for UTRGV Athletics.
2. **Description/Scope:**
   The UTRGV Athletics is requesting a sponsorship in the amount of $25,000. The sponsorship includes signage and media advertising at UTRGV Fieldhouse, Soccer Track & Field Complex, and Baseball Stadium.

   Sponsorship summary includes:

   - Fieldhouse LED table Signage
   - A-frame Banner
   - Soccer Scoreboard Signage
   - Concourse Signage
   - Baseball Scoreboard Signage
   - Website Ribbon Banner
   - Tabling and information Distribution Opportunities
   - Public Address Announcements
   - Check Presentation

3. **Estimated Timeline:**
   The sponsorship agreement plan will begin September 1, 2022 and expire August 31, 2023.

4. **Budget:**
   Sponsorships & Donations Budget Available: $23,600.

   If approved by the board, the expense will be budgeted for in FY 2023.

5. **Procurement/Selection Process:**
   N/A

6. **Staff's Recommendation:**
   Staff recommends approval to promote quality of life and continue partnership with UTRGV.

7. **Justification:**

ATTACHMENTS

Attachment A: UTRGV Sponsorship Request Form
Attachment B: UTRGV - Edinburg EDC Sponsorship Proposal
Attachment C: UTRGV Flyer

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

Sponsorship Request Form

All sponsorship requests are presented to the Edinburg Economic Corporation Board of Directors for consideration and are subject to approval.

Organization Name: UTRGV Athletics **Date:** 7/26/2022

Organization Contact Name: Seth Jones

Phone Number: 9566653877 **Email:** Seth.jones@utrgv.edu

Organization Address: 1201 W. University Dr.

Event Name: UTRGV Athletics Partnership

Sponsorship Amount Requested: $25,000

Has the Edinburg EDC participated/sponsored the organization in the past? ☑ Yes ☐ No

If yes, please specify the most recent year, dollar amount sponsored, and/or additional donation items or services provided by the Edinburg EDC (250 characters or less).

The Edinburg EDC sponsored $20,000 in the previous year.

1. **Select the type of request:**

   - ☐ Economic Development related
   - ☑ Non-Economic Development related
   - ☐ Scholarships for Edinburg students

For any questions, please email the Economic Development Department at economicdevelopment@cityofedinburg.com.

2. **Demonstrate the economic impact of the organization's event by including a summary and data of the event (250 characters or less). (Examples: number of attendees, attendees predominantly outside of the region, tourism, etc.)**

UTRGV hosts around 120 NCAA Division One athletic events throughout the academic year. These events include Men's & Women's Soccer, Volleyball, Men's & Women's Basketball, Baseball, Track & Field, Tennis, and golf. Attendees are predominately from the Rio Grande Valley region with a significant portion of visiting fan's from all around the nation. Highlights include a sellout of the UTRGV Baseball game against the University of Texas with a record 6,418 fans attending. This season, the Vaqueros Men's Basketball Team will be hosting the University of Texas at Bert Ogden Arena.

3. **What other agencies is the organization applying to for sponsorships? (250 characters or less). Please list.**

UTRGV Athletics partners with both private and public entities across the Rio Grande Valley that help support UTRGV Athletic events throughout the year.

4. **What is the fundraiser goal amount? How much has the organization raised? (250 characters or less).**

Not Applicable

#RALLY THE VALLEY

UTRGV™

EDINBURG
Economic Development Corporation

THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY

UTRGV Fieldhouse



SCORER'S TABLE LED SIGNAGE

$3,500

UTRGV Soccer Track & Field Complex



A-FRAME BANNERS

$2,500



SOCCER SCOREBOARD SIGNAGE

$10,000

UTRGV Baseball Stadium

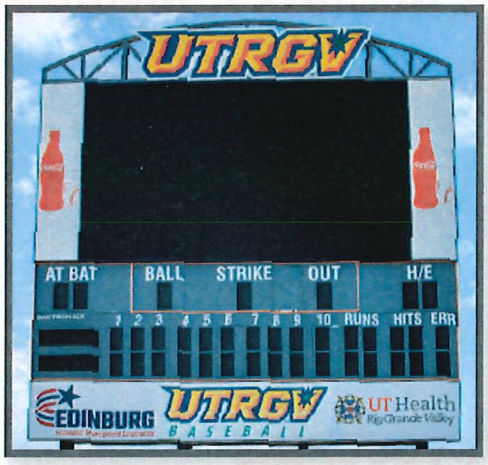
CONCOURSE SIGNAGE

$2,500

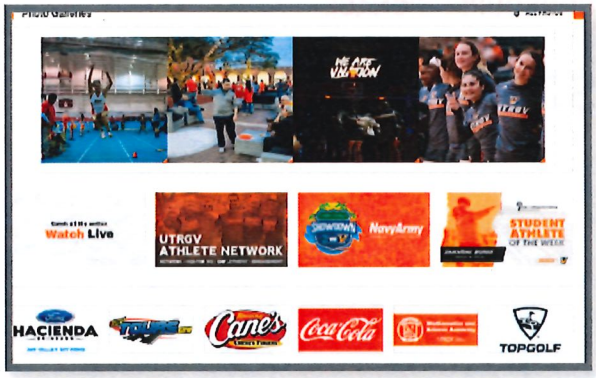


SCOREBOARD SIGNAGE

$5,000



Media Advertising



WEBSITE RIBBON BANNER

$2,500

Tabling and Information Distribution Opportunities

Public Address Announcements

Check Presentation



Bonus Value

TICKET VOUCHERS

Edinburg EDC will receive a total of 325 vouchers to be used at any UTRGV Athletics event held on campus. *

*City Hall can send ticket request to Efrain Ruiz at efrain.ruiz@utrgv.edu

*Max of 20 tickets per event unless mutually agreed upon prior to game/event

Summary of Sponsorship

SPONSORSHIP OPPORTUNITIES

- Fieldhouse LED table Signage
- A-frame Banner
- Soccer Scoreboard Signage
- Concourse Signage
- Baseball Scoreboard Signage
- Website Ribbon Banner
- Tabling and information Distribution Opportunities
- Public Address Announcements
- Check Presentation

- Total Asset Value: $26,000

AGREEMENT PLAN

- Agreement begins September 1, 2022 and expires August 31, 2023
- Total Agreement value $25,000



THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY

FOR MORE INFORMATION, PLEASE CONTACT:

SETH JONES
Assistant Athletic Director for Corporate Sponsorships

Office: (956) 665-3877
Cell: (956) 221-2360
seth.jones@utrgv.edu

EFRAIN RUIZ
Corporate Sponsorships Administrator

Office: (956) 665-2048
Cell: (956) 222-4307
efrain.ruiz@utrgv.edu

UTRGV Athletics Sponsorship Opportunities

#RALLY THE VALLEY

EXPANSION

2023 WAC SWIMMING & DIVING CHAMPIONSHIPS
PHARR, TX

2023 WAC SWIMMING & DIVING CHAMPIONSHIPS
AT CITY OF PHARR AND UTRGV AQUATIC CENTER

$30M
FACILITY INVESTMENT TO SUPPORT UTRGV'S 16 SPORTS

UTRGV SOUTH PADRE ISLAND CLASSIC
UTRGV SOUTH PADRE ISLAND BATTLE ON THE BEACH

MEN'S & WOMEN'S BASKETBALL TOURNAMENTS
AT SOUTH PADRE ISLAND

2021 BATTLE ON THE BEACH
SOLD OUT

UTRGV SWIMMING & DIVING
COMING 2024

UTRGV FOOTBALL
COMING 2025

SELECT GAMES AT
BERT OGDEN ARENA

MEDIA REACH

37,679
TOTAL FACEBOOK LIKES

917,788
FACEBOOK REACH

33,126
TOTAL TWITTER FOLLOWERS

10,248,025
TWITTER IMPRESSIONS

28,936
TOTAL INSTAGRAM FOLLOWERS

574,068
INSTAGRAM REACH

GOUTRGV.COM

61,177
SESSIONS PER MONTH

39,430
UNIQUE VISITORS PER MONTH

141,290
PAGEVIEWS PER MONTH

EARNED MEDIA
ADVERTISING VALUE EQUIVALENCY
$4.2 MILLION
(ONLINE ONLY)



UTRGV ATHLETICS 2021-22 SNAPSHOT

IN THE CLASSROOM

3.29
DEPARTMENT GPA

92%
GRADUATION SUCCESS RATE

TEAMS WITH HIGHEST GPA

- **3.62** WOMEN'S TENNIS
- **3.55** MEN'S GOLF
- **3.55** MEN'S SOCCER
- **3.53** VOLLEYBALL

IN OUR COMMUNITY

2,433
TOTAL COMMUNITY SERVICE HOURS

150
OPPORTUNITIES ATTENDED

TOP MEN'S TEAMS

- **422 HOURS** BASEBALL
- **128 HOURS** GOLF

TOP WOMEN'S TEAMS

- **332 HOURS** TENNIS
- **142 HOURS** GOLF

UTRGV RANKED 8TH IN COMMUNITY SERVICE IN THE NCAA IN 2021-22

HISTORIC SUPPORT

*BEST IN OVER 30 YEARS

37,220
BASEBALL SEASON ATTENDANCE*

LARGEST UTRGV BASEBALL CROWDS @ UTRGV BASEBALL STADIUM

1. **6,418 (VS. TEXAS, 4/26/22)**
2. 3,604 (VS. TEXAS STATE, 2/1/03)
3. **2,687 (VS. SAM HOUSTON, 5/13/22)**
4. **2,418 (VS. GW, 2/18/22)**
5. 2,174 (VS. TEXAS TECH, 2/27/18)

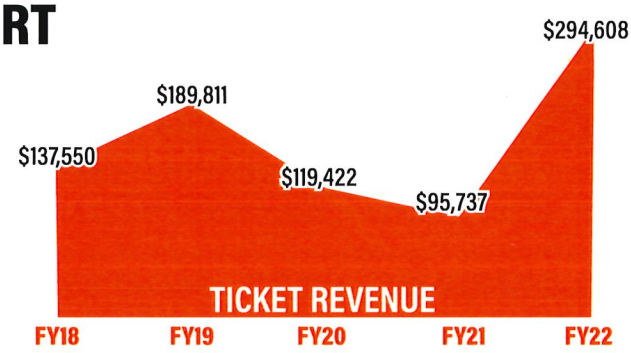
THIRD STRAIGHT BASEBALL SEASON WITH 30+ WINS
EXCLUDING 2020 SEASON

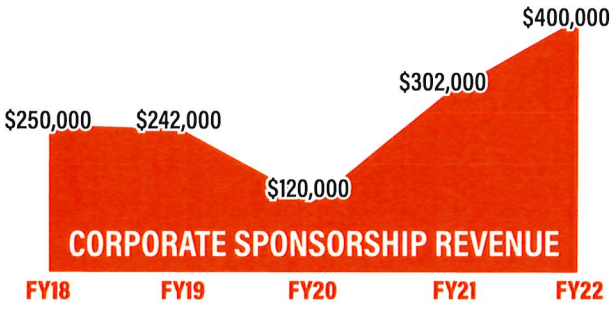
7,225
VOLLEYBALL SEASON ATTENDANCE**

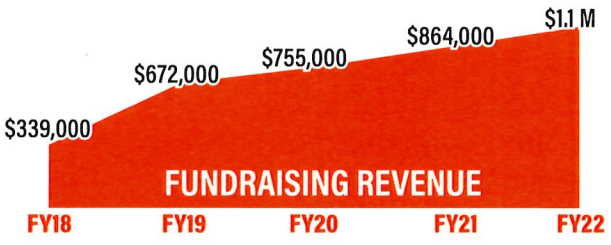
1,238
10TH LARGEST CROWD IN PROGRAM HISTORY FOR UTEP MATCH

**FOURTH BEST IN PROGRAM HISTORY

UTRGV VOLLEYBALL EARNED A BID TO THE 2021 WOMEN'S NATIONAL VOLLEYBALL INVITATIONAL







Edinburg Economic Development Corporation
Meeting Date:August 1, 2022

Discuss and consider approval of a Development Agreement
with Kapal Supplier LLC.

1. **Agenda Item:**
   Discuss and consider approval of a Development Agreement with Kapal Supplier LLC.
2. **Description/Scope:**
   Kapal Supplier, LLC provides services such as wholesale store in the granite and marble industry. Kapal Supplier, LLC has locations in Weslaco and Donna, and is now expanding to the City of Edinburg.

   The proposed project includes:

   - $800,000 estimated capital investment
   - 3 jobs created
   - $2,000,22 estimated taxable sales

   The Edinburg EDC is prepared to offer Kapal Supplier LLC cash equivalent sales tax reimbursement for $100,000 (no more than $50,000 per year calculated by 2% of the Annual Sales Tax) for up to three years, as an incentive to locate the project in Edinburg, contingent on execution of Economic Development Agreement and obtaining Certificate of Occupancy for the warehouse and submittal of sales tax receipts every year.

3. **Estimated Timeline:**
   The Applicant acknowledges and agrees that it must satisfy, to the EEDC's satisfaction, all of the requirements of this Agreement no later than twenty four (24) months from the Effective Date of this Agreement.

   The "Term" of this Agreement shall commence on the Effective Date and continue in effect for a term of [five] (5) years (unless terminated sooner, as provided in this Agreement), subject to the limitations of this Agreement.

4. **Budget:**
   Economic Development Incentives Budget Available FY22: $500,000.

5. **Procurement/Selection Process:**
   N/A

6. **Staff's Recommendation:**
   Staff recommends approval as per the board's direction.

7. Justification:

ATTACHMENTS

Attachment A: Kapal Supplier LLC - Edinburg EDC Development Agreement
Attachment B: Kapal Supplier LLC - Project Cost Breakdown
Attachment C: Kapal Supplier LLC - Fiscal Impact Analysis

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

STATE OF TEXAS	**§**	**ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BETWEEN THE EDINBURG ECONOMIC DEVELOPMENT CORPORATION AND KAPAL SUPPLIER, LLC**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

This Economic Development Incentive Agreement (this "Agreement") is entered into as of this ___ day of August, 2022 (the "Effective Date") by and between the Edinburg Economic Development Corporation (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 Kapal Supplier, LLC (the "Applicant") whose principal place of business is located at 2507 E. Expressway 83, Donna, Texas 78537.

RECITALS:

WHEREAS, Applicant intends to make substantial improvements to the building located at SANTA CRUZ GARDENS UT NO. 2 N2.00AC-S 6.00ACS LOT L to create the headquarters for Kapal Supplier, LLC (the "Project");

WHEREAS, Applicant expects that the construction and operation of the Project will create at least three (3) full-time equivalent new jobs, which representation is a significant factor in the EEDC's decision to enter into this Agreement;

WHEREAS, Applicant expects that construction, including facility improvements and infrastructure, will cost at least $800,000; and

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

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

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

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

SECTION I
DEFINITIONS

"Sales Taxes" are the City's share of the sales and use tax which are actually collected within the Property during the Term of this Agreement. The EEDC represents that the aggregate

sales and use tax rate in the City as of the Effective Date is eight and one-quarter percent (8.25%), of which one percent (2%) is imposed by the City pursuant to Section 321.103 and 321.104, Texas Tax Code.

"**Grant Payments**" means the City's payments to Applicant once per calendar year during the Term of an amount equal to the Sales Taxes generated from within the Property during the full calendar year immediately preceding the year in which the payment is made, it being expressly understood that the sales taxes are being used only as a measurement for EEDC participation through the use of its general fund or other lawful source of payment.

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

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

"**Property**" means the real property owned by Applicant within the city limits of the City of Edinburg, Texas identified by the Property IDs: 345963.

"**Improvements**" means the construction of a warehouse at the Property with a total capital investment of at least $800,000, as described in **Exhibit A** attached hereto.

"**Project**" means the Applicant's renovation of the Property to conduct wholesale of granite, and marble.

The "**Term**" of this Agreement shall commence on the Effective Date and continue in effect for a term of five (5) years (unless terminated sooner, as provided in this Agreement), subject to the limitations of this Agreement.

SECTION II
TERMS AND CONDITIONS

A. The Applicant will be responsible for the development, financing, and construction of the Project. In return, the EEDC will provide Grant Payments to the Applicant calculated as the sales taxes paid during the Term of this Agreement. The total amount of Grant Payments shall not exceed $100,000, subject to the Applicant's compliance with certain conditions described herein.

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

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

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

i. Applicant agrees to fully complete the Improvements in the same or substantially similar manner described in Exhibit A, unless otherwise agreed to in writing by the EEDC.

ii. Applicant agrees to provide the EEDC proof of the issuance of a certificate of occupancy related to the Project.

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

i. Applicant agrees that the Project will generate at least 3 Full-Time Equivalent New Jobs.

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

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

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

Additional Terms and Conditions for Grant Payments

H. The parties agree that the State Comptroller's office calculates and reports Sales Taxes and that the City is not responsible for the accuracy of the calculation nor the timeliness of the reports. Applicant agrees to direct any alleged errors or issues regarding Sales Taxes calculations and reporting with the State Comptroller's office and not the City.

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

J. Upon request by the EEDC, Applicant shall submit to the EEDC any information regarding the Project, the Property, or any matters relating thereto during the Term of this Agreement.

K. Applicant agrees that the payment of all indebtedness and obligations incurred by the Applicant in connection with the development and construction of the Project, and the

operation of the Project, shall be solely the obligations of the Applicant. The EEDC shall not be obligated to pay any indebtedness or obligations of the Applicant and shall only be obligated to provide Grant Payments in accordance with the terms of this Agreement.

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

SECTION III
RIGHT OF ACCESS

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

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

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

b. **Insolvency.** The dissolution or termination of Applicant's existence as a business or concern, Applicant insolvency, appointment of receiver for any part of Applicant's portion of the Property, any assignment of all or substantially all of the assets of Applicant for the benefit of creditors of Applicant, or the commencement

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

c. **Property Taxes.** In the event Applicant allows any property taxes owed to the City of Edinburg to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure or post a satisfactory bond within thirty (30) days after written notice thereof from the City and Hidalgo County Appraisal District, such actions or omissions shall be deemed an event of default. Subject to the restrictions noted herein, Applicant and its Affiliate shall have the right to contest the appraised value of the Property.

d. **Failure to Cure.** Except as otherwise provided herein, at any time during the Term of this Agreement that an event of default as provided in this Section exists, the EEDC may send written notice of such non-compliance to Applicant. If such non-compliance is not cured within 30 days after Applicant's receipt of such notice or, if non-compliance is not reasonably susceptible to cure within 30 days and a cure is not begun within such 30-day period and, thereafter, continuously and diligently pursued to completion on a schedule approved by the EEDC (in either event, a ***"Cure"),*** then the EEDC may, at its sole discretion and option, terminate this Agreement or withhold incentive payments otherwise due for the calendar year or years in which the non-compliance occurred and continues. If the EEDC elects to withhold incentive payments under this Section rather than to terminate the Agreement, then, upon a Cure by Applicant, Applicant will be eligible to receive incentive payments in future years (provided it is otherwise in compliance and subject to other limitations of this Agreement) for the remainder of the term of the Agreement. However, an incentive payment withheld by the EEDC shall be deemed forfeited by Applicant and the EEDC shall not be liable for retroactive payment of such forfeited incentive payment.

e. **Other Remedies**. Upon breach of any obligation under this Agreement, in addition to any other remedies expressly set forth in this Agreement with respect to such breach, the EEDC may pursue such remedies as are available at law or in equity for breach of contract.

f. **Offset**. The EEDC may deduct from any grant payment, as an offset, any delinquent and unpaid fees, sums of money or other fees, charges or taxes assessed and owed to the EEDC by Applicant.

SECTION IV
INFORMATION

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

SECTION V
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

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

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

SECTION VI
CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

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

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

SECTION VII
INDEMNIFICATION

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

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

SECTION VIII
LIMITATION OF LIABILITY

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

SECTION IX
AGREEMENT CONSTRUCTION

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

SECTION X
SEVERABILITY

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

SECTION XI
NOTICE

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

(a) Notices to the EEDC:

Edinburg Economic Development Corporation
415 W. University Drive
Edinburg, Texas 78539

With a copy to:

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

(b) Notices to Applicant:

Irineo Capetillo
Kapal Supplier LLC
2507 E. Expressway 83,
Donna, Texas 78537

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

SECTION XII
SUCCESSORS AND ASSIGNS

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

SECTION XIII
CONFLICT OF TERMS

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

SECTION XIV

NO WAIVERS OR ACCORD AND SATISFACTION

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

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

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

EXECUTED by the parties in triplicate originals on this _____ day of _____, 2022.

EDINBURG ECONOMIC DEVELOPMENT CORP.:

BY:_____
EEDC Board President

ATTEST:

BY:_____
EEDC Board Secretary

APPROVED AS TO FORM:

Omar Ochoa Law Firm, P.C.

BY:_____
Omar Ochoa
City Attorney

KAPAL SUPPLIER LLC

BY:_____

Irineo Capetillo

EXHIBIT A

Economic Development Intake Form

Submitted by: Anonymous user

Submitted time: May 5, 2022, 10:23:09 AM

General Information

Business name:

Kapal Supplier, LLC

Specify industry classification code (NAICS):

444,190

Enter the industry classification description below:

Wholesale - Other Building Material Dealers

Business address:

2507 E Expressway 83

City:

Donna

State:

TX

Zipcode:

78537

Point of contact:

Irineo Capetillo

Phone number:

9566505419

General Information Continuation

Total number of employees:

8

Please enter your approximate yearly revenue:

$3,900,000 (Currently sold at Donna Location)

Is this a Minority-Owned Business:

Yes

Is this a Women-Owned Business:

No

Is this a Veteran-Owned Business:

No

Project Information

A project is defined as a business startup, expansion, or relocation. Please classify the type of project you are requesting incentives for:

Expansion ((for businesses already located in the city of Edinburg or based elsewhere and interested in adding a location in Edinburg)

Do you have an address for the project:

Yes

Please enter project address below:

I-69C N, Edinburg, TX, 78542, USA

Please map the location for your project:

Lat: 26.37922 Lon: -98.14284



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

Expansion of our current Wholesale Store in the granite and marble industry.

Estimated number of full-time jobs created:

3

Estimated average hourly wage:

$16.00

Estimated capital investment (including land purchase):

$800,000

Incentive Request Section

These incentives may be offered on a one-time basis or for a set period of time, and paid annually upon EDC and City Council approval of completed compliance documentation.

- **Job Grants - These grants include permanent full-time, veteran/special needs, employer-sponsor training, and internship opportunities.**
- **Tax Refunds - The City may consider requests for refunds up to 50% of property and/or sales taxes paid to the City. For projects creating or retaining 500 or more jobs, the City may consider refunds up to 80%.**
- **Infrastructure - The City and the EDC may consider investing in infrastructure or other improvements on behalf of a project if the investments would improve the competitiveness of the impacted area overall in terms of attracting future development or result in other benefits to the community.e 3**

EXHIBIT B

EXHIBIT B

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BETWEEN THE EDINBURG ECONOMIC DEVELOPMENT CORPORATION AND KAPAL SUPPLIER LLC

COMPLIANCE CERTIFICATE

Project:	Construction and Operation of Headquarters at SANTA CRUZ GARDENS UT NO. 2 N2.00AC-S 6.00ACS LOT
Agreement Date:	August __, 2022
Certificate of Occupancy Date:	_____
Start of Operations Date:	_____
Number of Full Time Jobs:	_____

All terms have the same meaning as set out in the Economic Development Incentive Agreement Between the Edinburg Economic Development Corporation and Kapal Supplier LLC dated _____, 2022 (the "Agreement").

By signature of the authorized representative below, Kapal Supplier LLC certifies that the information presented in this certificate is true and accurate and that it is in full compliance with the Agreement, including but not limited to completion of the Project as contemplated with at least $800,000 capital investment and the creation of at least 3 Full-Time Equivalent New Jobs. Upon request of the EEDC, Kapal Supplier LLC shall make available such information as is required under the terms of the Agreement.

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

_____
Name:
Title:

_____
Date

KAPAL SUPPLIER, LLC
508 S Nevada Ave Weslaco TX 78596
(956) 464-3311
irineocapetillo@kapalindustries.com

6/13/2022

EDINBURG ECONOMIC DEVELOPMENT CORPORATION
415 W University Dr Edinburg TX 78539

To Whom It May Concern:

Below Breakdown of Costs:

Description	Cost
Land	$ 225,000
Metal Building	$ 236,000
Foundation	$ 60,000
Showroom	$ 30,000
A/C, Electrical and Plumbing	$ 24,000
Property Subdivision	$ 20,000
Fence	$ 20,000
Parking Lot	$ 25,000
Driveway	$ 60,000
Equipment	$ 45,000
	$ 745,000

Warm regards,

Irineo Capetillo

PRESIDENT

The University of Texas Rio Grande Valley
Data & Information Systems Center

Impact Report: Kapal Suppliers

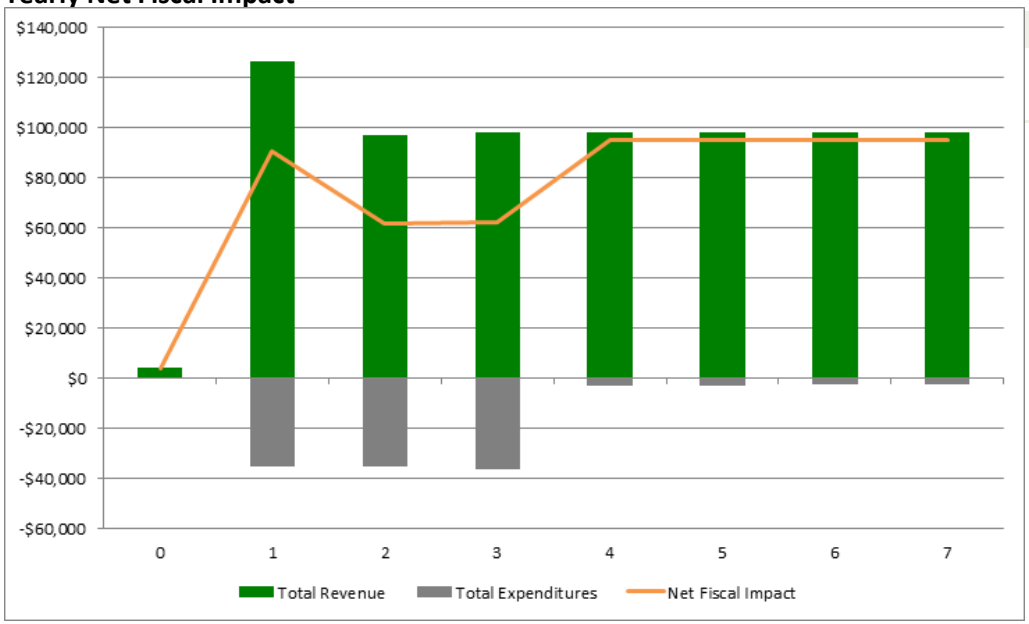
Capital Investment: $2,000,000
(Building and land)

Jobs: 3 Direct, 4 Indirect and Induced, 7 Total

City Incentives: $100,000.00

New Households: 1

Yearly Net Fiscal Impact



7 Year Fiscal Impact

BENEFITS	
Sales Taxes	$577,561
Property Taxes	$116,240
Franchise Fees	$868
Business License/Occupation Tax	$67
Services	$361
Revenues from Fines	$245
Revenues from Permits	$121
Miscellaneous Fees	$1,000
Utility Revenues	$22,035
TOTAL BENEFITS	$718,498
COSTS	
Support	$100,000
Public Works	$1,418
Recreation/Libraries	$1,527
Court System	$258
General Government	$3,701
Health Services	$222
Social Welfare	$222
Public Safety	$6,170
Other Costs	$204
Utility Revenues	$51,696
TOTAL COSTS	$22,035
NET BENEFITS	$118,729
NPV OF BENEFITS	$599,769

Edinburg Economic Development Corporation
Meeting Date:August 1, 2022

Discuss and consider approval of a Development Agreement
with MGEN Capital LLC.

1. **Agenda Item:**
   Discuss and consider approval of a Development Agreement with MGEN Capital LLC.
2. **Description/Scope:**
   Economic Development staff received intake requesting incentives for infrastructure from MGen Capital LLC, a real estate and rental and leasing company that owns property located at 1708 W University Dr. Edinburg, TX 78539.

   MGen Capital LLC is remodeling its existing location to retain and attract tenants including Jersey Mike's and a second franchise tenant to the plaza.

   The proposed project includes:

   - $500,00 estimated capital investment
   - 93 jobs created and retained
   - $500,000 in an approximate yearly revenue

   Economic Development staff proposes a two-payment installment of $35,000 each to total a $70,000 incentive. Each installment is to be paid as reimbursement upon the completion of each project for Jersey Mike's and the second franchise tenant. MGen Capital will submit documentation such as the issuance of Certificate of Occupancy for Jersey Mike's and the second franchise tenant, and evidence of cost for site improvements (i.e. invoices, receipts).

3. **Estimated Timeline:**
   The proposal is for a period of completion within 24 months of effective date of development agreement.

4. **Budget:**
   Economic Development Incentives Budget Available FY22: $500,000.

5. **Procurement/Selection Process:**
   N/A

6. **Staff's Recommendation:**
   Staff recommends approval as per the board's direction.

7. **Justification:**

ATTACHMENTS

Attachment A: MGEN Capital LLC - Edinburg EDC Development Agreement
Attachment B: MGEN Capital LLC - Project Cost Breakdown
Attachment C: MGEN Capital LLC - Fiscal Impact Analysis

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

STATE OF TEXAS	**§**	**ECONOMIC DEVELOPMENT**
COUNTY OF HIDALGO	**§**	**INCENTIVE AGREEMENT BETWEEN**
CITY OF EDINBURG	**§**	**THE EDINBURG ECONOMIC DEVELOPMENT CORPORATION AND MGEN CAPITAL, LLC**

This Economic Development Incentive Agreement (this "Agreement") is entered into as of this ___ day of August, 2022 (the "Effective Date") by and between the Edinburg Economic Development Corporation (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 MGen Capital LLC (the "Applicant") whose principal place of business is located at 1708 W. University Dr., Edinburg, Texas 78541.

RECITALS:

WHEREAS, Applicant intends to improve a commercial plaza located at 1708 W. University Dr., Edinburg, TX 78541 to provide retail space for Jersey Mike's and Dunkin Donuts, as more fully described in Exhibit A, (the "Project");

WHEREAS, Applicant expects that the improvements and resulting new businesses will create at least ninety three (93) full-time equivalent new jobs, which representation is a significant factor in the EEDC's decision to enter into this Agreement;

WHEREAS, Applicant expects that construction of the improvements will cost at least $500,000; and

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

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

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

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

SECTION II
TERMS AND CONDITIONS

A. The Applicant will be responsible for the development, financing, and construction of the Project. The Applicant acknowledges and agrees that it must satisfy, to the EEDC's

satisfaction, all of the requirements of this Agreement no later than twenty-four (24) months from the Effective Date of this Agreement.

B. Applicant's responsibilities:

i. Applicant agrees to fully complete the Project in the same or substantially similar manner described in Exhibit A, unless otherwise agreed to in writing by the EEDC.
ii. Applicant agrees to provide the EEDC proof of the issuance of certificates of occupancy related to the Project. For the avoidance of doubt, Applicant agrees that it shall provide a certificate of occupancy for each retail space related to the Project.
iii. Applicant agrees to provide the EEDC proof of tenancy for Jersey Mike's and Dunkin Donuts, such as an executed lease agreement.
iv. Applicant agrees to submit to the EEDC evidence of capital investment into the Project of at least $500,000.
v. Applicant agrees to submit to the EEDC evidence of new jobs created by the Project to demonstrate at least 93 Full Time Equivalent jobs, such as but not limited to a certified list of jobs, employee quarterly reports, payroll registers, or such other evidence as may be required by the EEDC. Full-Time Equivalent means working a minimum of 32 hours per week.

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

D. Applicant agrees that the EEDC shall determine in its sole and absolute discretion whether Applicant has satisfied the requirements of this Section II. Upon such determination, and within 30 days of approval by the EEDC Board of Directors, the EEDC shall reimburse Applicant the total actual dollar amount up to $70,000 spent on infrastructure.

Additional Terms and Conditions for Grant Payments

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

F. Upon request by the EEDC, Applicant shall submit to the EEDC any information regarding the Project, the Property, or any matters relating thereto during the Term of this Agreement.

G. Applicant agrees that the payment of all indebtedness and obligations incurred by the Applicant in connection with the development and construction of the Project, and the

operation of the Project, shall be solely the obligations of the Applicant. The EEDC shall not be obligated to pay any indebtedness or obligations of the Applicant and shall only be obligated to provide Grant Payments in accordance with the terms of this Agreement.

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

SECTION III
RIGHT OF ACCESS

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

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

a. **Construction of Project**. Applicant's failure to comply with its construction obligations set forth in this Agreement shall be deemed an event of default. If Applicant fails to comply within the twenty four month period allowed under this Agreement, there shall be no cure period allowed.

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

c. **Insolvency.** The dissolution or termination of Applicant's existence as a business or concern, Applicant insolvency, appointment of receiver for any part of Applicant's portion of the Property, any assignment of all or substantially all of the assets of Applicant for the benefit of creditors of Applicant, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Applicant, shall all be deemed events of default. However, in the case of involuntary proceedings, if such proceedings are discharged within sixty (60) days after filing, no event of default shall be deemed to have occurred.

d. **Property Taxes.** In the event Applicant allows any property taxes owed to the City of Edinburg to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure or post a satisfactory bond within thirty (30) days after written notice thereof from the City and Hidalgo County Appraisal District, such actions or omissions shall be deemed an event of default. Subject to the restrictions noted herein, Applicant and its Affiliate shall have the right to contest the appraised value of the Property.

e. **Failure to Cure.** Except as otherwise provided herein, at any time during the Term of this Agreement that an event of default as provided in this Section exists, the EEDC may send written notice of such non-compliance to Applicant. If such non-compliance is not cured within 30 days after Applicant's receipt of such notice or, if non-compliance is not reasonably susceptible to cure within 30 days and a cure is not begun within such 30-day period and, thereafter, continuously and diligently pursued to completion on a schedule approved by the EEDC (in either event, a ***"Cure"),*** then the EEDC may, at its sole discretion and option, terminate this Agreement or withhold incentive payments otherwise due for the calendar year or years in which the non-compliance occurred and continues. If the EEDC elects to withhold incentive payments under this Section rather than to terminate the Agreement, then, upon a Cure by Applicant, Applicant will be eligible to receive incentive payments in future years (provided it is otherwise in compliance and subject to other limitations of this Agreement) for the remainder of the term of the Agreement. However, an incentive payment withheld by the EEDC shall be deemed forfeited by Applicant and the EEDC shall not be liable for retroactive payment of such forfeited incentive payment.

f. **Other Remedies**. Upon breach of any obligation under this Agreement, in addition to any other remedies expressly set forth in this Agreement with respect to such breach, the EEDC may pursue such remedies as are available at law or in equity for breach of contract.

g. **Offset**. The EEDC may deduct from any grant payment, as an offset, any delinquent and unpaid fees, sums of money or other fees, charges or taxes assessed and owed to the EEDC by Applicant.

SECTION IV
INFORMATION

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

SECTION V
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

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

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

SECTION VI
CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

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

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

SECTION VII
INDEMNIFICATION

A. The Parties agree and understand that Applicant, in performing its obligations hereunder, acts independently. The EEDC assumes no responsibility or liability in connection therewith to third parties. To the maximum extent allowed by law, Applicant agrees to and shall indemnify, hold harmless, and defend EEDC, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees arising out of or directly connected with the Project.

SECTION VIII
LIMITATION OF LIABILITY

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

SECTION IX
AGREEMENT CONSTRUCTION

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

SECTION X
SEVERABILITY

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

SECTION XI

NOTICE

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

(a) Notices to the EEDC:

Edinburg Economic Development Corporation
415 W. University Drive
Edinburg, Texas 78539

With a copy to:

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

(b) Notices to Applicant:

Ephraim Flores
MGen Capital LLC
1708 W. University Dr.
Edinburg, Texas 78541

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

SECTION XII
SUCCESSORS AND ASSIGNS

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

SECTION XIII
CONFLICT OF TERMS

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

SECTION XIV
NO WAIVERS OR ACCORD AND SATISFACTION

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

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

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

EXECUTED by the parties in triplicate originals on this _____ day of _____, 2022.

EDINBURG ECONOMIC DEVELOPMENT CORP.:

BY:_____
EEDC President

ATTEST:

BY:_____
EEDC Secretary

APPROVED AS TO FORM:

Omar Ochoa Law Firm, P.C.

BY:_____
Omar Ochoa
City Attorney

MGEN Capital LLC

BY:_____
Ephraim Flores

EXHIBIT A



City of Edinburg EDC Request

University Corners

1708 W. University Drive

University Corners prior to Facade Program



Project Background Information

- University Corners is a 10,700 SQFT center located at 1708 W. University Drive. Tenants include small, regional and national tenants (see tenant list). The center will support ~93 full-time, part-time, and manager employee positions once Jersey Mike's opens in October 2022. (See additional breakdown of jobs and tenants in next slide).
- In order to secure Jersey Mike's to University Corners, I am investing $190,350. (See contractual obligations and estimates in next 2 slides).
- In order to maintain the existing and new tenants, the roof will need to be replaced. The center currently has a 30-yr-old roof that will need to be replaced in the next 12 months at a cost of approximately $128,000 based on a 2021 proposal to replace the roof.
- Additional improvements will be required in order to sustain the business. – (See slide 5 for project breakdown)

University Corners Tenant Information

BUSINESS	SQFT Leased	GLA %	Total Full/Part-time Employees	Number of Managers	Lease Term	Renewal Date	Renewal Options
El Zarape	3139	0.29%	16	2	15 Years	28-Feb-23	One 5 Year Options to Renew
Lily Nails	1800	0.17%	10	2	10 Years	1-Sep-26	One 5 Year Options to Renew
Approved Money Center	1320	0.12%	4	1	10 Years	30-Jun-23	One 5 Year Options to Renew
TMobile	2760	0.26%	34	2	12 Years	1-Jul-23	Two 5 year Options to Renew
Jersey Mike's	1680	0.16%	29	2	10 Years	1-Oct-32	Two 5 year Options to Renew
Totals	10,700	1.00%	93	9			

Total Employees will be ~ 93 once Jersey Mike's opens; Includes all full and partime employees to cover all shifts 7 days a week

Generally speaking, the managers are offered benefits and employees are offered option to purchase insurance benefits at group rates

Jersey Mike's estimate for the buildout of the space including construction, equipment, and training to open for business = $600,000

The Tax base and economic activity will increase for all taxing authorities.

University Corners Project Improvement Budget

Jersey Mike's Projected Investment Contractually Committed	Estimated Costs		Comments
Jersey Mike's Tenant Improvement allowance	$58,800.00	-	See lease contract language
Real Estate Commission	$16,934.40	-	3% of Initial Lease Term
9 Months lost rent during Buildout	$40,320.00	-	$4,480 x 9 Months; JM expected to open Oct. 1, 2022
Repaint Façade to Modern Color Scheme	$9,019.18	-	See Before and After Pictures; EDC helping with Façade program
Repave and Restripe Parking Lot	$65,277.00	-	See lease contract Language; Due to too many areas in need of recutting and repairing of parking lot, the entire lot will need to be repaved; Only one vendor agreed to offer an estimate to cut and repair, but that estimate was $27,600 with no warranty on the work. I will use J. Gallagher Asphalt since they are including milling. See estimates and pics of parking lot. (see Pics in supporting docs)
TOTAL =	**$190,350.58**		Excludes EDC Façade Program credit

Needed Improvements	Estimated Costs		Comments
Parking Lot 4 Prong LED lighting	$3,328.69	-	Completed 04/07/22; See Pic
New Roof Membrane	$128,000.00	-	Center has original roof and needs to be replaced in next 12 months
TOTAL =	**$131,328.69**		

Optional Improvements	Estimated Costs		Comments
Reburbish and expand Pylon Sign	$49,000	-	New and Exapanded panels and LED lighting
Enhanced Lighting Plan	$12,000	-	For asthetics and additional Safety
TOTAL =	$61,000		

Grand Total of must do repairs soon = $321,679.27 **Grand Total Excludes Optional Improvements**

Jersey Mike's Lease Terms

Jersey Mike's Lease: start of term language

THIS COMMERCIAL LEASE ("Lease"), is made this 9th day of March, 20 22 ("Effective Date"), by and between **MGEN CAPITAL, LLC,** a Texas limited liability company ("Landlord") and **SIZZLING SUBS, LLC**, a Delaware limited liability company ("Tenant").

Jersey Mike's Lease: duration of term language

3.1. Initial Term. The initial term shall be one hundred twenty (120) months, commencing on the Commencement Date and terminating on the end of the 120th month thereafter, unless terminated earlier as provided herein (the "Initial Term"). If the Commencement Date occurs on a date other than the first (1st) day of a calendar month, the Initial Term shall be extended by the number of days in the first partial month.

← 3% broker commission on the initial lease term is on a separate broker agreement

Jersey Mike's Lease: tenant improvement allowance language

7.4. Tenant Allowance. Landlord shall provide Tenant with an improvement allowance in the amount equal to the sum of Fifty-Eight Thousand Eight Hundred Dollars ($58,800.00) (the "Allowance"). The Allowance shall be paid in full to Tenant upon Tenant's opening for business in the Premises (and Tenant shall provide Landlord with copies of all work receipts related to Tenant's Work). If Landlord has not paid Tenant the Allowance within thirty (30) days after Tenant opens for business in the Premises, then Tenant may, in addition to any other remedies and at Tenant's option, offset the unpaid amount and a Fifty Dollar and 00/100 ($50.00) per month administrative fee, against Monthly Base Rent and all other charges until the Allowance is fully offset.

Jersey Mike's Lease: façade and parking lot obligations

28. Tenant Contingencies. The following are contingencies to the effectiveness of this Lease in favor of Tenant and shall be exercised or waived in Tenant's sole and absolute discretion on or before the Commencement Date:

A. Landlord shall repaint the building in which the Premises are located with an updated and lighter color scheme. While Landlord shall consult with Tenant regarding this refresh and repainting, the ultimate selection of color scheme shall be determined by Landlord in its sole and absolute discretion.

B. Landlord shall seal and restripe the entirety of the parking lot adjacent to the Premises.

C. Tenant shall have obtained a building permit for the Tenant's Work in the Premises based on conditions acceptable to Tenant including, without limitation, changed use of the Premises and parking and utilities related thereto.

My Request For Your Consideration

Balancing needed improvements with a $13,739/mo bank note can create challenges…. So

- I ask the City of Edinburg EDC to consider helping with funds in support of repaving University Corners which will cost $65,277. This will support the addition of 29 new full-time, part-time, and managerial jobs.
- I also ask the City of Edinburg EDC to consider helping with funds in support of replacing the roof membrane at University Corners if I replace the roof in the next 12 months. This will continue supporting the 93 full-time, part-time, and manager level jobs at the small, regional, and national businesses operating at University Corners.

- Thank you for your consideration!

Supporting Documentation – Next Slides

Repave Parking Lot proposal - I will select JGAM because they will mill the parking lot edges which prevents people from tripping over the repavement



John Williamson
(956) 460-1357

422 S Val Verde Rd
Donna, Texas
78537
United States

Prepared For
Alex Flores
1708 W University Rd
Edinburg, Texas
78542
United States

Proposal Date
05/13/2022

Proposal Number
0000240

Reference
Paving Estimate

Overview

J. Gallagher Asphalt Maintenance LLC stands above with our customer service and reputation. We take pride in what we do and have done around the RGV. Please take a moment to look at our portfolio of projects done here in the RGV, they can be found on our website, Facebook and our new Instagram. We try to work with all budgets, approaching projects with different angles to get the customer the best bang for their buck.

Scope of Work

I propose to clean and remove the dirt and gravel from the parking lot by way of a street sweeper and high powered air blowers. Mill down a 3 ft section along the curb line (650 LNFT). Haul away all the millings and the gravel from the cleaning process. Pre patch any pot holes in the parking lot. Apply a Mc-30 tack oil adhesive to the front and back parking lot in preparation of the overlay.
Pave (28,580 SQFT) of parking area with 2 inches of hot limestone asphalt, compact the new asphalt mat with a 2 ton vibratory roller. Repaint all parking lines, car stops and handicaps with Sherwin Williams high traffic latex paint.

Timeline

I estimate this project taking 2-3 days to complete weather permitting

Pricing

Description	Rate	Qty	Line Total
Street Sweeping	$0.00	1	$0.00
Clean and remove all the dirt and gravel from the area designated for cleaning by way of a street sweeper and high powered air blowers.			
Milling Grind down and remove a designated 3 foot width of asphalt along the curb and gutter.	$5.00	650	$3,250.00
Debris Removal Haul away all accumulated debris from the cleaning and milling process.	$0.00	1	$0.00
Tack oil Apply MC-30 tack oil to the parking lots designated for repair.	$0.00	1	$0.00
Paving Overlay the driveway with 1.5 inches of hot limestone asphalt and then compact the new asphalt with a 2 ton vibratory roller.	$2.15	28850	$62,027.50
Restriping Repaint all parking lines and handicaps with Sherwin Williams yellow Pro-Park high traffic latex paint.	$0.00	1	$0.00
Warranty 1 year warranty on workmanship	$0.00	1	$0.00

Subtotal	65,277.50
Tax	0.00
Proposal Total (USD)	$65,277.50

Parking Lot proposal to cut and repair the parking lot at a cost of $27,600; this option has no warranty duration to any of the repaired areas. (This company's repave proposal does not include milling.)

D & J Site Construction, LLC.

PO Box 1476, Elsa, TX 78543
Phone: (956)262-4475
Karla.goldammer@djsiteconstruction.com
Mark.goldammer@djsiteconstruction.com

PROPOSAL

Submitted to: MGEN Capital ***Attn: Alex Flores*** **Email: alex@ephraimflores.com** **Phone: 956-357-5195**	**Today's Date: 4-2-2022** **Job Name: Edinburg 107 Plaza** **Job Location: 1708 W University, Edinburg** **Addendum(s):**

We propose hereby to furnish material and labor necessary for the completion of:

Parking Lot Asphalt Overlay and Restripe:	
1.5'' Asphalt with 2.0'' at South Service Drive	**$52,130.00**
3' Valley Gutter East to West in Front 160 LF	**$3,840.00**
Sealcoat Option:	
Sawcut, Remove and Patch Marked Areas, Sealcoat Restripe	**$27,600.00**
Alternates:	
Concrete Paving at Service Drive near Dumpster 24x97	**$23,280.00**
Concrete Paving at Drive Thru	**$7,480.00**

There are too many areas to simply repair. The lot will need to be repaved.



Front of Center



Back of Center

Example Parking Lot Areas in Need of Repair.





Example Parking Lot Areas In Need of Repair





Example Parking Lot Areas In Need of Repair





Example Parking Lot Areas In Need of Repair





EXHIBIT B

EXHIBIT B

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BETWEEN THE EDINBURG ECONOMIC DEVELOPMENT CORPORATION AND MGEN CAPITAL LLC

COMPLIANCE CERTIFICATE

Project:	Construction of Improvements for Tenancy of Jersey Mike's and Dunkin Donuts at Plaza 1708 W. University Dr. Edinburg, TX 78541
Agreement Date:	August __, 2022
Certificate of Occupancy Date:	_____
Start of Operations Date:	_____
Number of Full Time Jobs:	___

All terms have the same meaning as set out in the Economic Development Incentive Agreement Between the Edinburg Economic Development Corporation and MGen Capital LLC dated _____, 2022 (the "Agreement").

By signature of the authorized representative below, MGen Capital LLC certifies that the information presented in this certificate is true and accurate and that it is in full compliance with the Agreement, including but not limited to completion of the Project as contemplated with at least $500,000 capital investment and 93 jobs created. Upon request of the EEDC, MGen Capital LLC shall make available such information as is required under the terms of the Agreement.

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

_____
Name:
Title:

_____
Date

MGen Capital, LLC project cost: $513,679.27

1st tenant Jersey Mike's

Jersey Mike's Tenant Improvement allowance	$58,800.00
Real Estate Commission	$16,934.40
9 MO lost rent during Buildout (excludes CAM)	$40,320.00
Parking Lot 4 Prong LED lighting	$3,328.69
Repaint Façade to Modern Color Scheme	$9,019.18
Repave and Restripe Parking Lot	$65,277.00
New Roof Membrane	$128,000.00
TOTAL =	$321,679.27

2nd tenant franchise

Tenant Improvement allowance	$120,000.00
Commission	$22,000.00
Loss of rent	$50,000.00
TOTAL =	$192,000.00

The University of Texas Rio Grande Valley
Data & Information Systems Center

Impact Report: MGen Capital, LLC

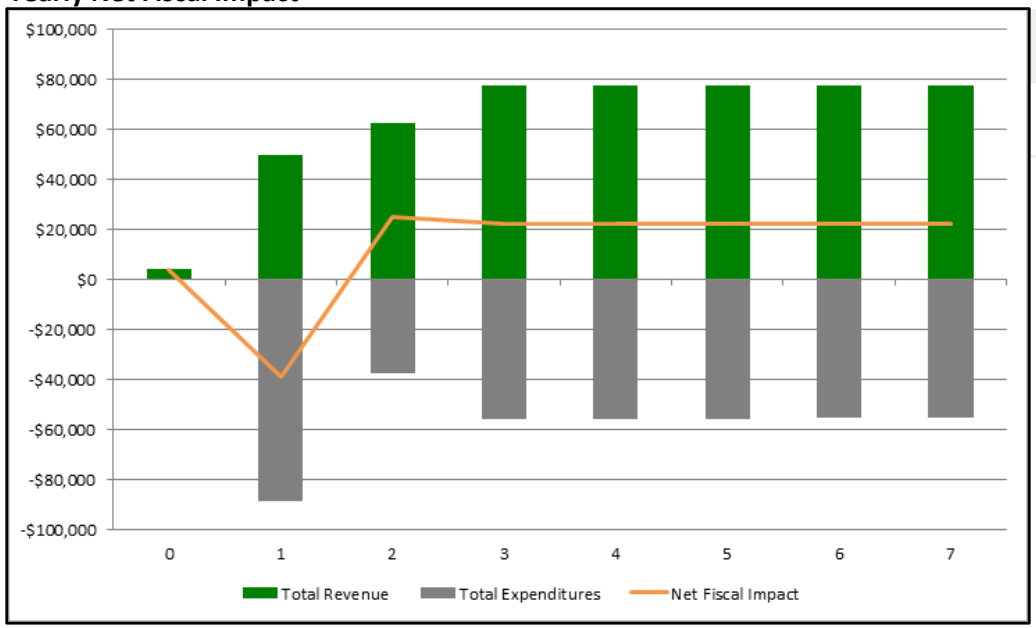
Capital Investment: $220,000
(Building and land)

Jobs: 93 Direct, 53 Indirect and Induced, 146 Total

City Incentives: $70,000

New Households: 21

Yearly Net Fiscal Impact



7 Year Fiscal Impact

BENEFITS	
Sales Taxes	$96,323
Property Taxes	$310,039
Franchise Fees	$18,214
Business License/Occupation Tax	$924
Services	$7,625
Revenues from Fines	$5,087
Revenues from Permits	$2,544
Miscellaneous Fees	$1,000
Utility Revenues	$63,216
TOTAL BENEFITS	$504,972
COSTS	
Support	$70,000
Public Works	$29,721
Recreation/Libraries	$31,989
Court System	$5,370
General Government	$77,616
Health Services	$4,607
Social Welfare	$4,607
Public Safety	$129,357
Other Costs	$4,236
Utility Revenues	$63,216
TOTAL COSTS	$403,691
NET BENEFITS	$101,281
NPV OF BENEFITS	$151,481

Edinburg Economic Development Corporation
Meeting Date:August 1, 2022

Discuss and consider approval of a Development Agreements
with Domain Development Corp.

1. **Agenda Item:**
   Discuss and consider approval of a Development Agreements with Domain Development Corp.
2. **Description/Scope:**

Domain Development Corp is building (2) two commercial retail centers in the City of Edinburg.

The proposed projects includes:

Project A:

- Commercial retail plaza at Freddy Gonzalez and McColl Road
- $5,286,000 capital investment
- 22,218 SF

The Edinburg Economic Development Corporation is prepared to offer Domain Development Corp $200,000 as an incentive for site improvements to locate the project in Edinburg, contingent upon approval by the EDC Board and City Council. In addition, we will need an Economic Development Agreement, Certificate of Occupancy for the building suites, and proof of cost for reimbursement (i.e. invoices & receipts) for the $5 million proposed capital investment. Domain Development Corp is also responsible for including four electric vehicle-charging stations within three years.

Project B:

- Commercial retail plaza at 4610 S McColl Road
- $4,340,000 capital investment
- 21,175 SF

The Edinburg Economic Development Corporation is prepared to offer Domain Development Corp $200,000 as an incentive for site improvements to locate the project in Edinburg, contingent upon approval by the EDC Board and City Council. In addition, we will need an Economic Development Agreement, Certificate of Occupancy for the building suites, and proof of cost for reimbursement (i.e. invoices & receipts) for the $4 million proposed capital investment. Domain Development Corp is also responsible for including two electric vehicle-charging stations within three years.

3. **Estimated Timeline:**
   The proposals are for a period of completion within 36 months of effective date of development agreements.

4. **Budget:**
   Economic Development Incentives Budget Available FY22: $500,000.

5. **Procurement/Selection Process:**
   N/A

6. **Staff's Recommendation:**
   Staff recommends approval as per the board's direction.

7. **Justification:**

ATTACHMENTS

Attachment A: Domain Development Corp Project A - Edinburg EDC Development Agreement
Attachment B: Domain Development Corp - Fiscal Impact Analysis Project A
Attachment C: Domain Development Corp - Project A Cost Breakdown
Attachment D: Domain Development Corp Project B - Edinburg EDC Development Agreement
Attachment E: Domain Development Corp - Fiscal Impact Analysis Project B
Attachment F: Domain Development Corp - Project B Cost Breakdown
Attachment G: Domain Development Corp - Project Locations

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

STATE OF TEXAS	**§**	**ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BETWEEN THE EDINBURG ECONOMIC DEVELOPMENT CORPORATION AND DOMAIN DEVELOPMENT CORP.**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

This Economic Development Incentive Agreement (this "Agreement") is entered into as of this ___ day of August, 2022 (the "Effective Date") by and between the Edinburg Economic Development Corporation (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 Domain Development Corp. (the "Applicant") whose principal place of business is located at 100 East Nolana Avenue, McAllen, Texas 78504.

RECITALS:

WHEREAS, Applicant intends to develop a commercial plaza named Brentwood Plaza, as more fully described in Exhibit A, located at TEX-MEX SURVEY ALL LOT 11 SEC 275 EXC 1.76AC- IN 2 TRS -N370'-W220'-E260' 38.24AC GR 35.79AC NET (the "Project");

WHEREAS, Applicant expects that the construction and operation of the Project will create at least one hundred and twenty (120) full-time equivalent new jobs, which representation is a significant factor in the EEDC's decision to enter into this Agreement;

WHEREAS, Applicant expects that construction, including infrastructure, will cost at least $5,000,000; and

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

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

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

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

SECTION II
TERMS AND CONDITIONS

A. The Applicant will be responsible for the development, financing, and construction of the Project. The Applicant acknowledges and agrees that it must satisfy, to the EEDC's

satisfaction, all of the requirements of this Agreement no later than thirty-six (36) months from the Effective Date of this Agreement.

B. Applicant's responsibilities:

i. Applicant agrees to fully complete the Project in the same or substantially similar manner described in Exhibit A, unless otherwise agreed to in writing by the EEDC.
ii. Applicant agrees to provide the EEDC proof of the issuance of a certificate of occupancies related to the Project.
iii. Applicant agrees to submit to the EEDC evidence of capital investment into the Project of at least $5 million.
iv. Applicant agrees to include at least two (2) electric vehicle charging stations

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

D. Applicant agrees that the EEDC shall determine in its sole and absolute discretion whether Applicant has satisfied the requirements of this Section II. Upon such determination, and within 30 days of approval by the EEDC Board of Directors, the EEDC shall reimburse Applicant the total actual dollar amount up to $200,000 spent on infrastructure.

Additional Terms and Conditions for Grant Payments

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

F. Upon request by the EEDC, Applicant shall submit to the EEDC any information regarding the Project, the Property, or any matters relating thereto during the Term of this Agreement.

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

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

SECTION III
RIGHT OF ACCESS

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

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

a. **Construction of Project**. Applicant's failure to comply with its construction obligations set forth in this Agreement shall be deemed an event of default. If Applicant fails to comply within the thirty six month period allowed under this Agreement, there shall be no cure period allowed.

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

c. **Insolvency.** The dissolution or termination of Applicant's existence as a business or concern, Applicant insolvency, appointment of receiver for any part of Applicant's portion of the Property, any assignment of all or substantially all of the assets of Applicant for the benefit of creditors of Applicant, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Applicant, shall all be deemed events of default. However, in the case of

involuntary proceedings, if such proceedings are discharged within sixty (60) days after filing, no event of default shall be deemed to have occurred.

d. **Property Taxes.** In the event Applicant allows any property taxes owed to the City of Edinburg to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure or post a satisfactory bond within thirty (30) days after written notice thereof from the City and Hidalgo County Appraisal District, such actions or omissions shall be deemed an event of default. Subject to the restrictions noted herein, Applicant and its Affiliate shall have the right to contest the appraised value of the Property.

e. **Failure to Cure.** Except as otherwise provided herein, at any time during the Term of this Agreement that an event of default as provided in this Section exists, the EEDC may send written notice of such non-compliance to Applicant. If such non-compliance is not cured within 30 days after Applicant's receipt of such notice or, if non-compliance is not reasonably susceptible to cure within 30 days and a cure is not begun within such 30-day period and, thereafter, continuously and diligently pursued to completion on a schedule approved by the EEDC (in either event, a ***"Cure"),*** then the EEDC may, at its sole discretion and option, terminate this Agreement or withhold incentive payments otherwise due for the calendar year or years in which the non-compliance occurred and continues. If the EEDC elects to withhold incentive payments under this Section rather than to terminate the Agreement, then, upon a Cure by Applicant, Applicant will be eligible to receive incentive payments in future years (provided it is otherwise in compliance and subject to other limitations of this Agreement) for the remainder of the term of the Agreement. However, an incentive payment withheld by the EEDC shall be deemed forfeited by Applicant and the EEDC shall not be liable for retroactive payment of such forfeited incentive payment.

f. **Other Remedies**. Upon breach of any obligation under this Agreement, in addition to any other remedies expressly set forth in this Agreement with respect to such breach, the EEDC may pursue such remedies as are available at law or in equity for breach of contract.

g. **Offset**. The EEDC may deduct from any grant payment, as an offset, any delinquent and unpaid fees, sums of money or other fees, charges or taxes assessed and owed to the EEDC by Applicant.

SECTION IV
INFORMATION

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

SECTION V
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

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

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

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CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

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

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indemnify, hold harmless, and defend EEDC, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees arising out of or directly connected with the Project.

SECTION VIII
LIMITATION OF LIABILITY

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

SECTION IX
AGREEMENT CONSTRUCTION

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

SECTION X
SEVERABILITY

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

SECTION XI
NOTICE

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

(a) Notices to the EEDC:

Edinburg Economic Development Corporation
415 W. University Drive
Edinburg, Texas 78539

With a copy to:

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

(b) Notices to Applicant:

Shavi Mahtani
Domain Development Corp
100 East Nolana Avenue
McAllen, Texas 78504

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

SECTION XII
SUCCESSORS AND ASSIGNS

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

SECTION XIII
CONFLICT OF TERMS

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

SECTION XIV
NO WAIVERS OR ACCORD AND SATISFACTION

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

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

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

EXECUTED by the parties in triplicate originals on this _____ day of _____, 2022.

EDINBURG ECONOMIC DEVELOPMENT CORP.:

BY:_____

ATTEST:

BY:_____
EEDC Secretary

APPROVED AS TO FORM:

Omar Ochoa Law Firm, P.C.

BY:_____
Omar Ochoa
City Attorney

DOMAIN DEVELOPMENT CORP

BY:_____

Shavi Mahtani

EXHIBIT A


DOMAIN
DEVELOPMENT
TENANT
TENANT
TENAN

Brentwood Plaza

Leasing Plan



Brentwood Plaza

At a Glance



Brentwood Plaza

Surrounding Area

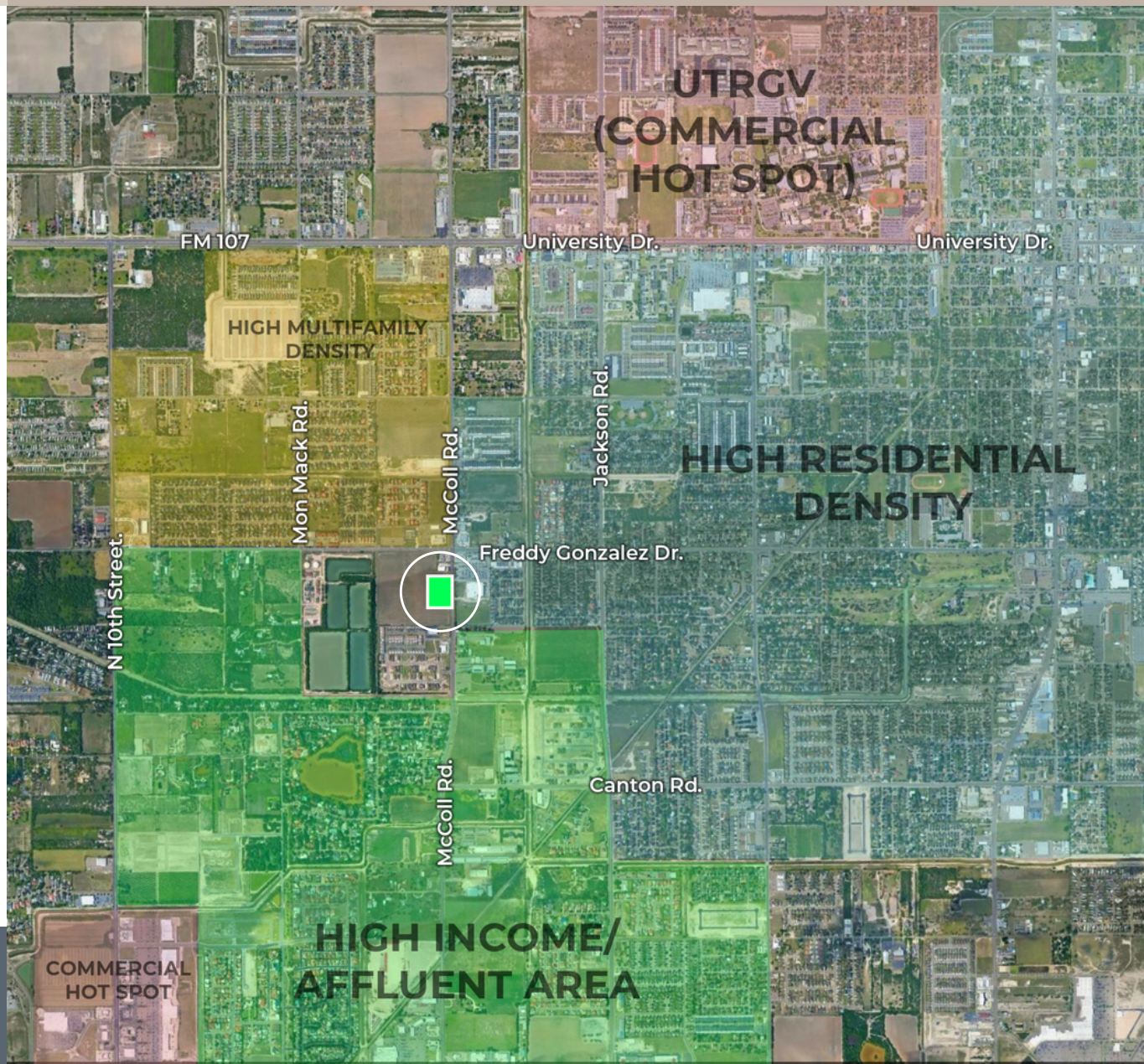
Key Legend

- High Multifamily Density
- Commercial Hotspot
- High-Income Area
- High Residential Density

Brentwood Plaza

Population Density

4-Mile Radius: 128,455



Leasing Inquiries 956.227.0505

Brentwood Plaza

DOMAIN DEVELOPMENT

Terms & Demographics

Terms Description

Asking Rent	$22-$24 + NNN Inline; $30 + NNN Endcap
NNN	$6/ SF
Delivery Condition	Grey Shell
Tenant Improvement	$20.00/ SF
Minimum Term	5 Years

Demographics

Distance	1 Mile	3 Miles	5 Miles
2020 Population	9,909	78,237	178,674
Avg. HH Income	$91,570	$73,627	$62,792

Leasing Inquiries 956.227.0505

Brentwood Plaza
Cost Breakdown

Land - 2.19 Acres

	Square Footage	Price per SF			
Land cost	113,770	$11.00	$	1,251,470	

Total Land Cost **$1,251,470**

Hard Construction Costs

	Square Footage	Price per SF			
Building	22,218	$110.00	$	2,443,980	
Interior Finishout	22,218	$40.00	$	888,720	
Pylon Sign			$	50,000	

Total Hard Construction Cost **$3,382,700**

Soft Construction Costs

Architect Plans, Engineering, etc			$	85,000
Interest Reserve			$	100,000
Marketing/Realtor Commissions			$	65,000
Contingency - 5%			$	169,135

Total Soft Construction Cost **$419,135**

Total Project Cost **$5,053,305**

Capital Injection **($1,010,661)**

LOAN REQUEST AMOUNT — $4,042,644

TOTAL LOAN to COST RATIO — 80%

LOAN PAYMENT DETAILS

Amortized @ 4% for 20 yrs -	**$4,042,644**
Monthly Payment	$21,040.73
Yearly Payments	$252,488.76

EXHIBIT B

EXHIBIT B

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BETWEEN THE EDINBURG ECONOMIC DEVELOPMENT CORPORATION AND DOMAIN DEVELOPMENT CORP

COMPLIANCE CERTIFICATE

Project:	Construction and Operation of Brentwood Plaza at TEX-MEX SURVEY ALL LOT 11 SEC 275 EXC 1.76AC- IN 2 TRS - N370'-W220'-E260' 38.24AC GR 35.79AC NET
Agreement Date:	August __, 2022
Certificate of Occupancy Date:	_____
Start of Operations Date:	_____
Number of Full Time Jobs:	___

All terms have the same meaning as set out in the Economic Development Incentive Agreement Between the Edinburg Economic Development Corporation and Domain Development Corp dated _____, 2022 (the "Agreement").

By signature of the authorized representative below, Domain Development Corp certifies that the information presented in this certificate is true and accurate and that it is in full compliance with the Agreement, including but not limited to completion of the Project as contemplated with at least $5,000,000 capital investment and at least two electric vehicle charging stations. Upon request of the EEDC, Domain Development Corp shall make available such information as is required under the terms of the Agreement.

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

_____
Name:
Title:

_____
Date

The University of Texas Rio Grande Valley
Data & Information Systems Center

Impact Report: Project Matrix A

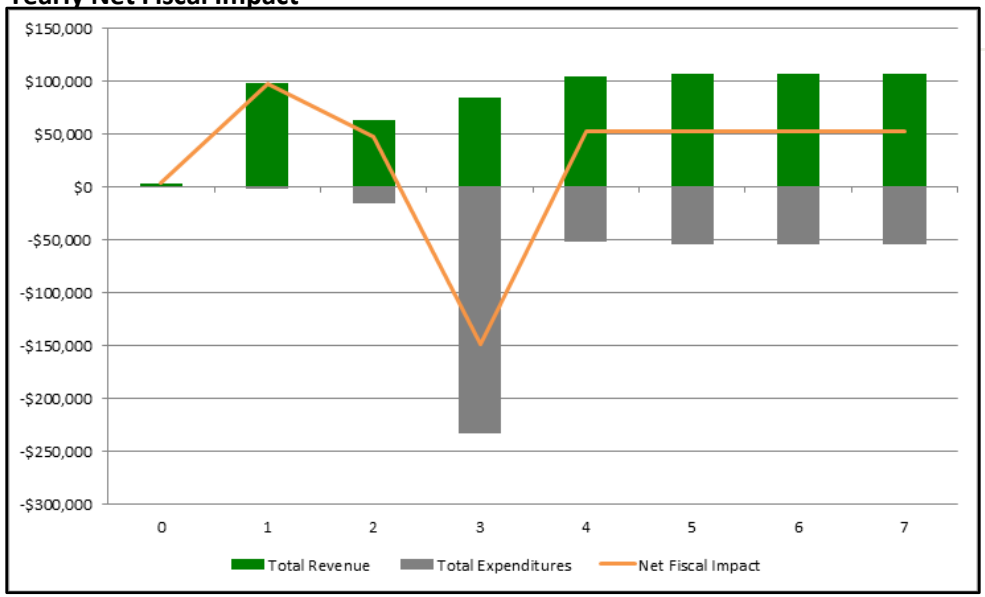
Capital Investment: $5.29 million (Building and land)

Jobs: 120 Direct, 23 Indirect and Induced, 143 Total

City Incentives: $200,000

New Households: 20

Yearly Net Fiscal Impact



7 Year Fiscal Impact

BENEFITS	
Sales Taxes	$86,104
Property Taxes	$508,904
Franchise Fees	$14,355
Business License/Occupation Tax	$319
Services	$6,010
Revenues from Fines	$4,002
Revenues from Permits	$2,001
Miscellaneous Fees	$1,000
Utility Revenues	$54,045
TOTAL BENEFITS	$676,740
COSTS	
Support	$200,000
Public Works	$23,418
Recreation/Libraries	$25,209
Court System	$4,228
General Government	$61,158
Health Services	$3,628
Social Welfare	$3,628
Public Safety	$101,923
Other Costs	$3,339
Utility Revenues	$54,045
TOTAL COSTS	$463,548
NET BENEFITS	$213,192
NPV OF BENEFITS	$213,192

Brentwood Plaza
Cost Breakdown

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Total Land Cost **$1,251,470**

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STATE OF TEXAS	**§**	**ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BETWEEN THE EDINBURG ECONOMIC DEVELOPMENT CORPORATION AND DOMAIN DEVELOPMENT CORP.**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

This Economic Development Incentive Agreement (this "Agreement") is entered into as of this ___ day of August, 2022 (the "Effective Date") by and between the Edinburg Economic Development Corporation (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 Domain Development Corp. (the "Applicant") whose principal place of business is located at 100 East Nolana Avenue, McAllen, Texas 78504.

RECITALS:

WHEREAS, Applicant intends to develop a commercial plaza named Hyde Plaza, as more fully described in Exhibit A, located at 4610 S McColl Road (the "Project");

WHEREAS, Applicant expects that the construction and operation of the Project will create at least one hundred and twenty (120) full-time equivalent new jobs, which representation is a significant factor in the EEDC's decision to enter into this Agreement;

WHEREAS, Applicant expects that construction, including infrastructure, will cost at least $4,000,000; and

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

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

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

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

SECTION II
TERMS AND CONDITIONS

A. The Applicant will be responsible for the development, financing, and construction of the Project. The Applicant acknowledges and agrees that it must satisfy, to the EEDC's

satisfaction, all of the requirements of this Agreement no later than thirty-six (36) months from the Effective Date of this Agreement.

B. Applicant's responsibilities:

i. Applicant agrees to fully complete the Project in the same or substantially similar manner described in Exhibit A, unless otherwise agreed to in writing by the EEDC.
ii. Applicant agrees to provide the EEDC proof of the issuance of a certificate of occupancies related to the Project.
iii. Applicant agrees to submit to the EEDC evidence of capital investment into the Project of at least $4 million.
iv. Applicant agrees to include at least two (2) electric vehicle charging stations

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

D. Applicant agrees that the EEDC shall determine in its sole and absolute discretion whether Applicant has satisfied the requirements of this Section II. Upon such determination, and within 30 days of approval by the EEDC Board of Directors, the EEDC shall reimburse Applicant the total actual dollar amount up to $200,000 spent on infrastructure.

Additional Terms and Conditions for Grant Payments

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

F. Upon request by the EEDC, Applicant shall submit to the EEDC any information regarding the Project, the Property, or any matters relating thereto during the Term of this Agreement.

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

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

SECTION III
RIGHT OF ACCESS

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

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

a. **Construction of Project**. Applicant's failure to comply with its construction obligations set forth in this Agreement shall be deemed an event of default. If Applicant fails to comply within the thirty six month period allowed under this Agreement, there shall be no cure period allowed.

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

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SECTION X
SEVERABILITY

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

SECTION XI
NOTICE

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

(a) Notices to the EEDC:

Edinburg Economic Development Corporation
415 W. University Drive
Edinburg, Texas 78539

With a copy to:

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

(b) Notices to Applicant:

Shavi Mahtani
Domain Development Corp
100 East Nolana Avenue
McAllen, Texas 78504

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

SECTION XII
SUCCESSORS AND ASSIGNS

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

SECTION XIII
CONFLICT OF TERMS

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

SECTION XIV
NO WAIVERS OR ACCORD AND SATISFACTION

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

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

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

EXECUTED by the parties in triplicate originals on this _____ day of _____, 2022.

EDINBURG ECONOMIC DEVELOPMENT CORP.:

BY:_____

ATTEST:

BY:_____
EEDC Secretary

APPROVED AS TO FORM:

Omar Ochoa Law Firm, P.C.

BY:_____
Omar Ochoa
City Attorney

DOMAIN DEVELOPMENT CORP

BY:_____

Shavi Mahtani

EXHIBIT A

Hyde Park Plaza

A prime commercial shopping center. Conveniently situated along McColl Rd. in the heart of the medical district.



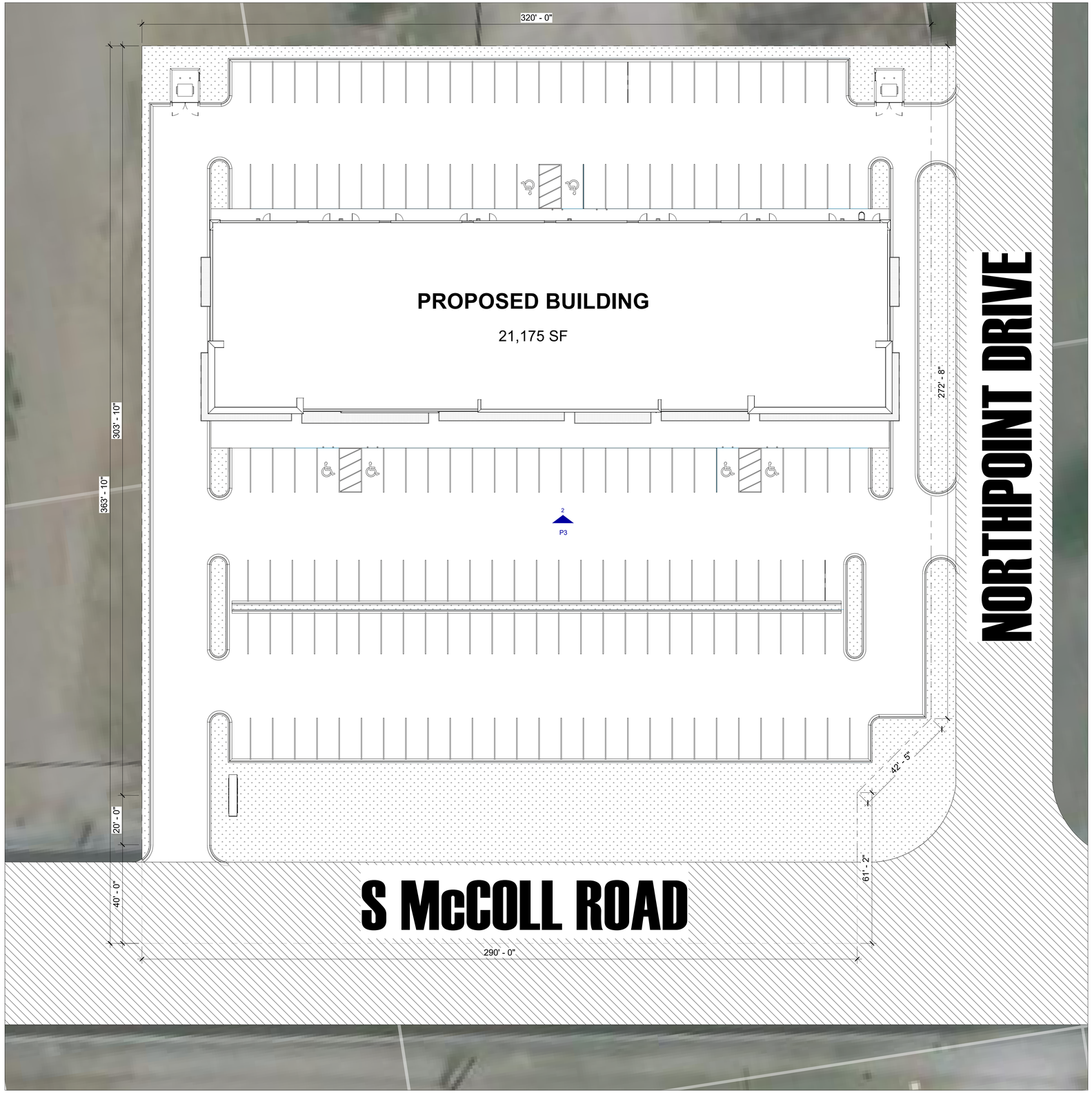


4704 N. McColl Rd. Edinburg TX

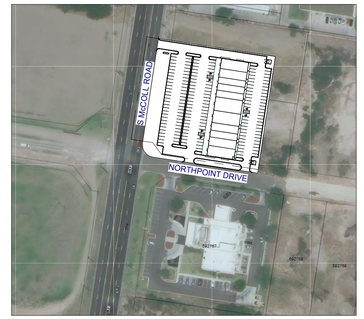
956.227.0505

DOMAIN DEVELOPMENT

1/13/2022 10:51:54 AM



SAM GARCIA ARCHITECT
200 S. 10th Street Suite 1602
McAllen, TX 78501
(956) 631-8327
info@samgarciaarchitect.com



KEYPLAN
1" = 200'-0"
2

HYDE PARK PLAZA

BUILDING DIMENSIONS
275' - 0" X 77' - 0"

PARKING PROVIDED:
168 TOTAL
6 ADA

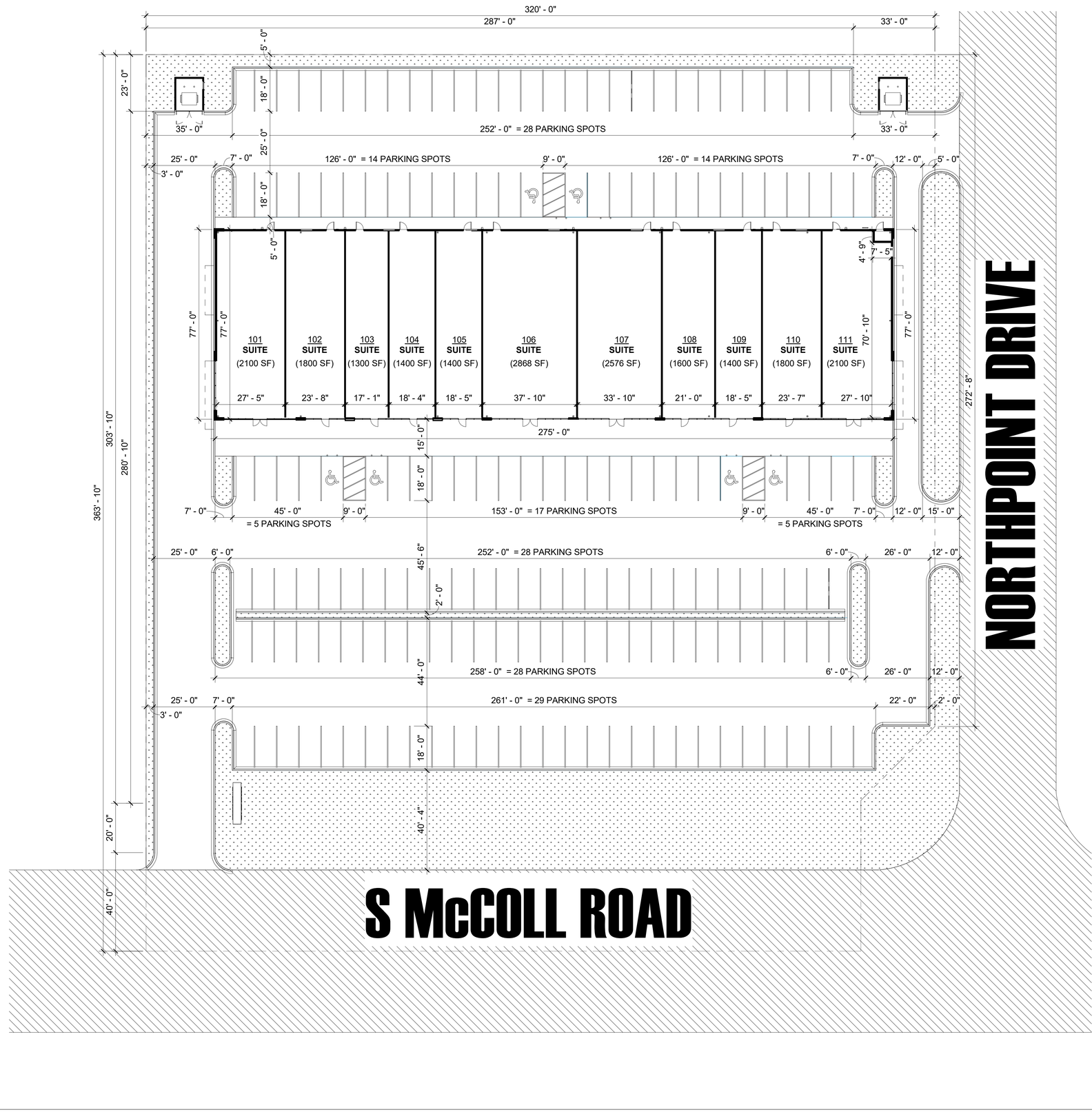
PRESENTATION SITE PLAN
1" = 20'-0"
1

1/13/2022, 10:51:06 AM

HYDE PARK PLAZA

BUILDING DIMENSIONS
275' - 0" X 77' - 0"

PARKING PROVIDED:
168 TOTAL
6 ADA



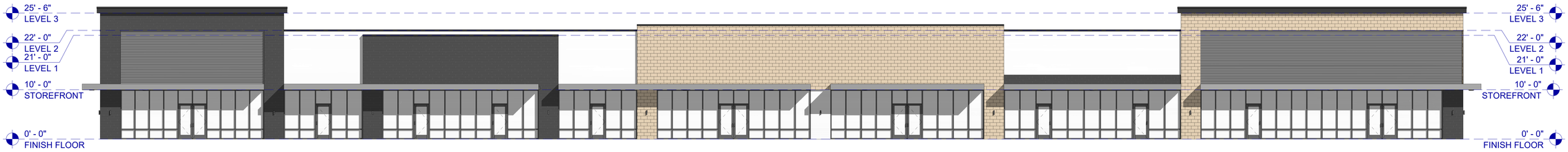
SAM GARCIA ARCHITECT
200 S. 10th Street Suite 1602
McAllen, TX 78501
(956) 631-8327
info@samgarciaarchitect.com

1/13/2022, 10:52:04 AM

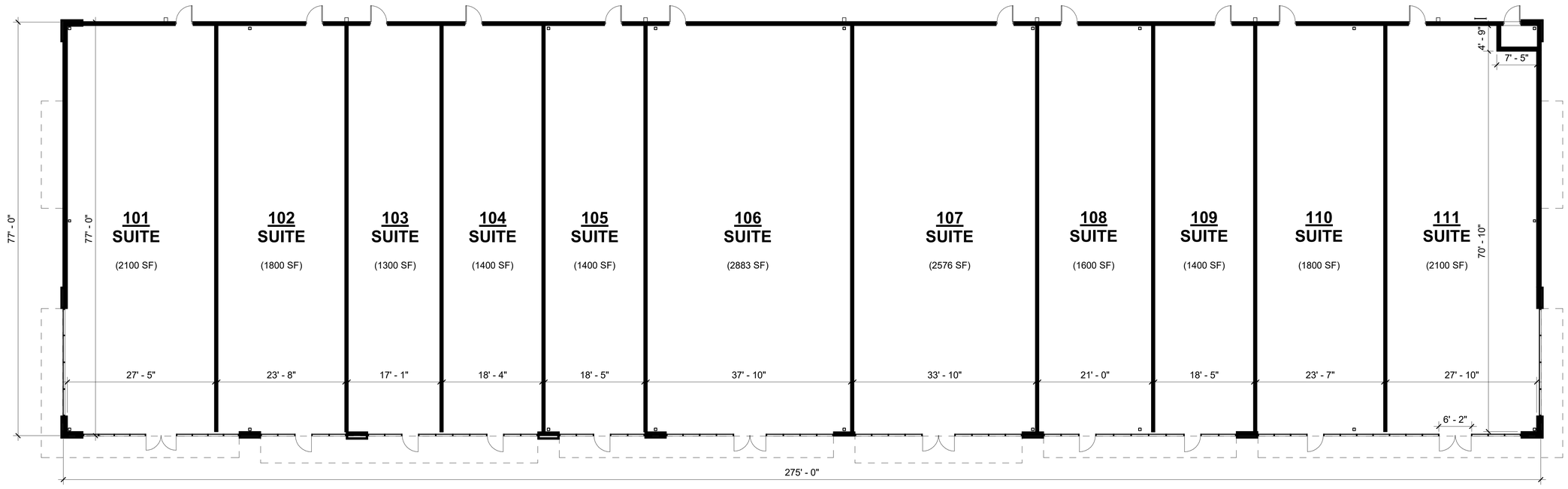
HYDE PARK PLAZA

BUILDING DIMENSIONS
275' - 0" X 77' - 0"

SAM GARCIA ARCHITECT
200 S. 10th Street Suite 1602
McAllen, TX 78501
(956) 631-8327
info@samgarciaarchitect.com



ELEVATION
1" = 10'-0"
2



LEASE FLOOR PLAN - OPTION 1
1" = 10'-0"
1

1/13/2022, 10:52:28 AM

SAM GARCIA ARCHITECT
200 S. 10th Street Suite 1602
McAllen, TX 78501
(956) 631-8327
info@samgarciaarchitect.com



3D PERSPECTIVE - OPTION 1 **3**



3D PERSPECTIVE - OPTION 1 **2**



3D PERSPECTIVE - OPTION 1 **1**

Hyde Plaza
Cost Breakdown

Land - 2.19 Acres

	Square Footage	Price per SF			
Land cost	95,396	$9.70	$	925,000	

Total Land Cost **$925,000**

Hard Construction Costs

	Square Footage	Price per SF			
Building	21,175	$110.00	$	2,329,250	
Interior Finishout	21,175	$40.00	$	847,000	
Pylon Sign			$	50,000	

Total Hard Construction Cost **$3,226,250**

Soft Construction Costs

Architect Plans, Engineering, etc			$	85,000
Interest Reserve			$	100,000
Marketing/Realtor Commissions			$	65,000
Contingency - 5%			$	161,313

Total Soft Construction Cost **$411,313**

Total Project Cost **$4,562,563**

EXHIBIT B

EXHIBIT B

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BETWEEN THE EDINBURG ECONOMIC DEVELOPMENT CORPORATION AND DOMAIN DEVELOPMENT CORP

COMPLIANCE CERTIFICATE

Project:	Construction and Operation of Brentwood Plaza at 4610 S McColl Road.
Agreement Date:	August __, 2022
Certificate of Occupancy Date:	_____
Start of Operations Date:	_____
Number of Full Time Jobs:	___

All terms have the same meaning as set out in the Economic Development Incentive Agreement Between the Edinburg Economic Development Corporation and Domain Development Corp dated _____, 2022 (the "Agreement").

By signature of the authorized representative below, Domain Development Corp certifies that the information presented in this certificate is true and accurate and that it is in full compliance with the Agreement, including but not limited to completion of the Project as contemplated with at least $4,000,000 capital investment and at least two electric vehicle charging stations. Upon request of the EEDC, Domain Development Corp shall make available such information as is required under the terms of the Agreement.

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

_____
Name:
Title:

_____
Date

The University of Texas Rio Grande Valley
Data & Information Systems Center

Impact Report: Project Matrix B

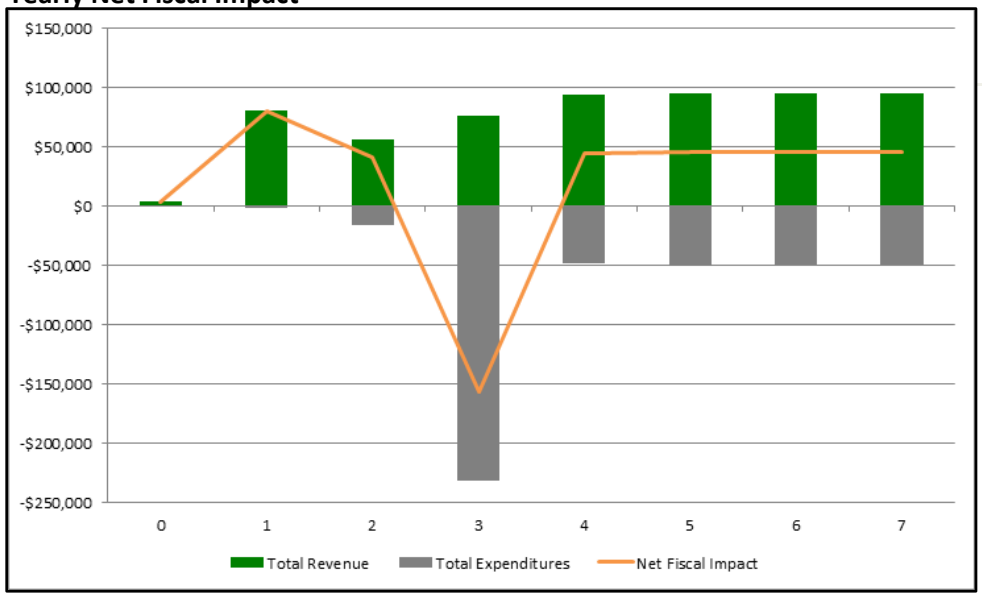
Capital Investment: $4.34 million (Building and land)

Jobs: 110 Direct, 21 Indirect and Induced, 131 Total

City Incentives: $200,000

New Households: 19

Yearly Net Fiscal Impact



7 Year Fiscal Impact

BENEFITS	
Sales Taxes	$73,444
Property Taxes	$446,073
Franchise Fees	$13,362
Business License/Occupation Tax	$299
Services	$5,597
Revenues from Fines	$3,727
Revenues from Permits	$1,866
Miscellaneous Fees	$1,000
Utility Revenues	$51,696
TOTAL BENEFITS	$597,064
COSTS	
Support	$200,000
Public Works	$21,805
Recreation/Libraries	$23,468
Court System	$3,936
General Government	$56,943
Health Services	$3,377
Social Welfare	$3,377
Public Safety	$94,901
Other Costs	$3,108
Utility Revenues	$51,696
TOTAL COSTS	$445,583
NET BENEFITS	$151,481
NPV OF BENEFITS	$151,481

Hyde Plaza
Cost Breakdown

Land - 2.19 Acres

	Square Footage	Price per SF			
Land cost	95,396	$9.70	$	925,000	

Total Land Cost **$925,000**

Hard Construction Costs

	Square Footage	Price per SF			
Building	21,175	$110.00	$	2,329,250	
Interior Finishout	21,175	$40.00	$	847,000	
Pylon Sign			$	50,000	

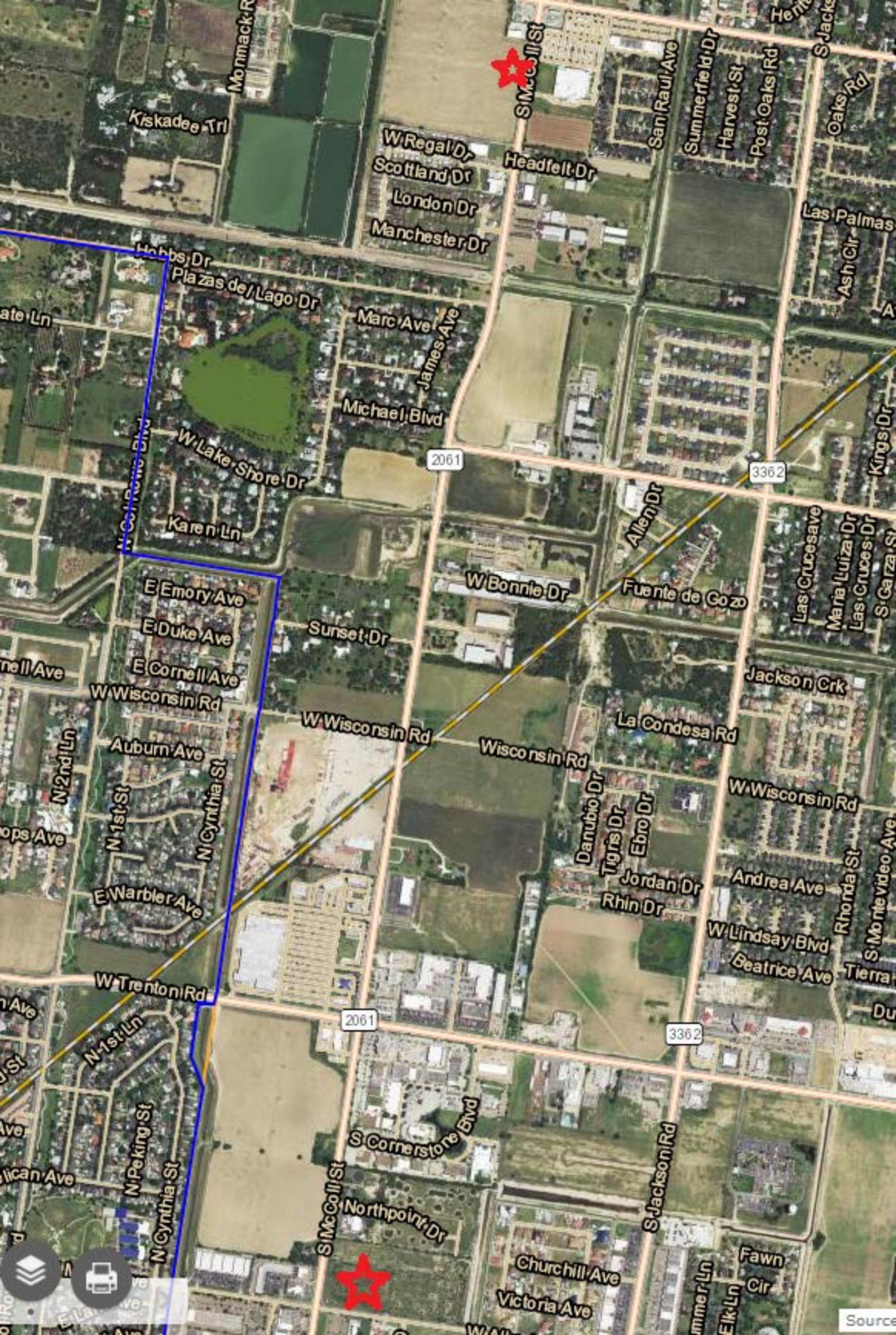
Total Hard Construction Cost **$3,226,250**

Soft Construction Costs

Architect Plans, Engineering, etc			$	85,000
Interest Reserve			$	100,000
Marketing/Realtor Commissions			$	65,000
Contingency - 5%			$	161,313

Total Soft Construction Cost **$411,313**

Total Project Cost **$4,562,563**


Monmack Rd
Kiskadee Trl
S McColl St
W Regal Dr
Scottland Dr
London Dr
Manchester Dr
Headfelt Dr
San Raul Ave
Summerfield Dr
Harvest St
Post Oaks Rd
Oaks Rd
Las Palmas
Ash Cir
Hobbs Dr
Plazas de Lago Dr
Marc Ave
James Ave
Michael Blvd
W Lake Shore Dr
Karen Ln
2061
3362
Kings Dr
Allen Dr
Las Crucesave
Maria Luiza Dr
Las Cruces Dr
S Garza St
W Bonnie Dr
Fuente de Cozzo
E Emory Ave
E Duke Ave
Sunset Dr
E Cornell Ave
W Wisconsin Rd
Jackson Crk
La Condesa Rd
Wisconsin Rd
Auburn Ave
N 2nd Ln
N 1st St
N Cynthia St
Danubio Dr
Tigris Dr
Ebro Dr
Jordan Dr
Andrea Ave
Rhonda St
S Montevideo Ave
E Warbler Ave
Rhin Dr
W Lindsay Blvd
Beatrice Ave
Tierra
W Trenton Rd
N 1st Ln
N Peking St
S Cornerstone Blvd
S Jackson Rd
S McColl St
Northpoint Dr
Churchill Ave
Victoria Ave
Fawn Cir
Elk Ln
Source

Edinburg Economic Development Corporation
Meeting Date:August 1, 2022

Deliberation regarding economic development negotiations (Project Folk Art, Project Green Sky, Project Yellow Brick, Project Gray Wolf, Project Jack & Jill, Project Captain America, Project Smoke) (§551.087 Deliberation Regarding Economic Development Negotiations; §551.071 Consultation with Attorney; Closed Meeting).

1. **Agenda Item:**
   Deliberation regarding economic development negotiations (Project Folk Art, Project Green Sky, Project Yellow Brick, Project Gray Wolf, Project Jack & Jill, Project Captain America, Project Smoke) (§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.

ATTACHMENTS

Approved:	_____
Not Approved:	_____

Tabled:	
No Action:	

Edinburg Economic Development Corporation
Meeting Date:August 1, 2022

Deliberate and consider approval of a Resolution and sale of 11.84 acres out of Lot 10, North Industrial Park Subdivision, Edinburg, Hidalgo County, Texas (§551.072 Deliberation Regarding Real Property).

1. **Agenda Item:**
   Deliberate and consider approval of a Resolution and sale of 11.84 acres out of Lot 10, North Industrial Park Subdivision, Edinburg, Hidalgo County, Texas (§551.072 Deliberation Regarding Real Property).
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.

ATTACHMENTS

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

Edinburg Economic Development Corporation
Meeting Date:August 1, 2022

Deliberate and consider approval of a Resolution and sale of Lot 9, North Industrial Park Subdivision, Edinburg, Hidalgo County, Texas (§551.072 Deliberation Regarding Real Property).

1. **Agenda Item:**
   Deliberate and consider approval of a Resolution and sale of Lot 9, North Industrial Park Subdivision, Edinburg, Hidalgo County, Texas (§551.072 Deliberation Regarding Real Property).
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.

ATTACHMENTS

Approved:	
Not Approved:	
Tabled:	
No Action:	

Edinburg Economic Development Corporation
Meeting Date:August 1, 2022

Deliberate and consider approval of a Development Agreement with Seven Beans LLC (§551.087 Deliberation Regarding Economic Development Negotiations).

1. **Agenda Item:**
   Deliberate and consider approval of a Development Agreement with Seven Beans LLC (§551.087 Deliberation Regarding Economic Development Negotiations).
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.

ATTACHMENTS

Approved:	
Not Approved:	
Tabled:	
No Action:	

Edinburg Economic Development Corporation
Meeting Date:August 1, 2022

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

1. **Agenda Item:**
   Discussion and possible action regarding the purchase, exchange, lease, or value of real property regarding EEDC office space (§551.072 Deliberation Regarding Real Property; 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.

ATTACHMENTS

Approved:	
Not Approved:	
Tabled:	
No Action:	

Edinburg Economic Development Corporation
Meeting Date:August 1, 2022

Consultation with City Attorney regarding Santana Textiles LLC (§551.071 Consultation with Attorney; Closed Meeting).

1. **Agenda Item:**
   Consultation with City Attorney regarding Santana Textiles LLC (§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.

ATTACHMENTS

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

Edinburg Economic Development Corporation
Meeting Date:August 1, 2022

Discussion and possible action regarding employment matters
(§551.071 Consultation with Attorney; Closed Meeting; and
§551.074 Personnel Matters; Closed Meeting).

1. **Agenda Item:**
   Discussion and possible action regarding employment matters (§551.071 Consultation with Attorney; Closed Meeting; and §551.074 Personnel Matters; 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.

ATTACHMENTS

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