ECONOMIC DEVELOPMENT
CORPORATION BOARD OF DIRECTORS

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

JANUARY 12, 2023
SPECIAL MEETING AGENDA
5:30 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.

   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.

5. **REGULAR AGENDA ITEMS**

   A. Discuss and consider approval of a catering sponsorship for the City of Edinburg's State of the City event.

   B. Discuss and consider approval of a Strategic Alliance Memorandum between the United States Small Business Administration and the Edinburg Economic Development Corporation.

   C. Discussion and possible action on agreement between Coldwell Banker Commercial RGV and Edinburg Economic Development Corporation for real estate services.

   D. Discussion and possible action on Edinburg Economic Development Corporation Incentive guidelines.

E. Discussion and possible action on adopting an Industrial Speculative Building Program.

F. Discussion and possible action on adopting a Commercial Recruitment Program.

6. **EXECUTIVE SESSION**

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

A. Consultation with City Attorney and possible action regarding Santana Textiles. (§551.071. Consultation with Attorney; Closed Meeting)

B. Consultation with City Attorney and possible action regarding legislative consultant (§551.071. Consultation with Attorney; Closed Meeting)

C. Discussion and possible action regarding incentive proposal for Project Louisiana (§551.087 Deliberation Regarding Economic Development Negotiations; §551.071 Consultation with Attorney; §551.072 Deliberation Regarding Real Property; Closed Meeting).

D. Discussion and possible action regarding incentive proposal for Project Brahman (§551.087 Deliberation Regarding Economic Development Negotiations; §551.071 Consultation with Attorney; §551.072 Deliberation Regarding Real Property; Closed Meeting).

E. Discussion and possible action regarding incentive proposal for Project Cold Turkey (§551.087 Deliberation Regarding Economic Development Negotiations; §551.071 Consultation with Attorney; §551.072 Deliberation Regarding Real Property; Closed Meeting).

F. Discussion and possible action regarding incentive proposal for Project Rome (§551.087 Deliberation Regarding Economic Development Negotiations; §551.071 Consultation with Attorney; §551.072 Deliberation Regarding Real Property; Closed Meeting).

G. 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).

7. **OPEN SESSION**

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

8. **ADJOURNMENT**

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

This notice was posted on January 9, 2023 at 5:05 PM.

By:

Raudel Garza, Executive Director
Edinburg Economic Development Corporation

Edinburg Economic Development Corporation
Meeting Date:January 12, 2023

Discuss and consider approval of a catering sponsorship for
the City of Edinburg's State of the City event.

1. **Agenda Item:**
   Discuss and consider approval of a catering sponsorship for the City of Edinburg's State of the City event.
2. **Description/Scope:**
   The City of Edinburg is hosting the State of the City event on Thursday, March 9, 2023, at the Edinburg Conference Center at Renaissance. The State of the City will highlight the city's accomplishments, celebrate the community, recognize areas for improvement, and set the policy agenda for the year ahead. The City of Edinburg is requesting the Edinburg Economic Development Corporation sponsor the catering for the event.
3. **Estimated Timeline:**
   March 9, 2023
4. **Budget:**
   The Edinburg EDC has a sponsorship line item in the FY23 budget with a remaining balance of $76,500.
5. **Procurement/Selection Process:**
   N/A
6. **Staff's Recommendation:**
   Staff recommends approval of the catering sponsorship not exceed $5,000.
7. **Justification:**
   This is marketing and advertising for the community and prospective businesses and investors.

/s/ Raudel Garza, EEDC
Executive Director

ATTACHMENTS

Approved: ________

Not Approved: ____________

Tabled: ____________

No Action: ____________

Edinburg Economic Development Corporation
Meeting Date:January 12, 2023

Discuss and consider approval of a Strategic Alliance Memorandum between the United States Small Business Administration and the Edinburg Economic Development Corporation.

1. **Agenda Item:**
   Discuss and consider approval of a Strategic Alliance Memorandum between the United States Small Business Administration and the Edinburg Economic Development Corporation.
2. **Description/Scope:**
   The attached draft Strategic Alliance Memorandum outlines how the US SBA will work with the Edinburg EDC in assisting us do outreach to small businesses and to provide additional information and resources for our existing, new or expanding businesses.

3. **Estimated Timeline:**
   Implementation could start immediately after Board approval and execution of the SAM.

4. **Budget:**
   No impact on budget.

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

6. **Staff's Recommendation:**
   Staff recommends approval of the Strategic Alliance Memorandum and authorizing the Executive Director to execute the attached document.

7. **Justification:**
   Working with the SBA to provide additional information and resources for our small business only helps strengthen our ties to the small business owners and the community at large.

/s/ Raudel Garza, EEDC
Executive Director

ATTACHMENTS

Attachment A: EEDC and U.S. SBA Strategic Alliance Memorandum

Approved:	________
Not Approved:	________
Tabled:	________
No Action:	

U.S. Small Business Administration

Strategic Alliance Memorandum

between the

United States Small Business Administration

and the

Edinburg Economic Development Corporation

I. PURPOSE

The United States Small Business Administration (SBA) and the **Edinburg Economic Development Corporation** (each a "Party" or, collectively the "Parties") are joined by a common mission; **helping start, maintain, and expand small businesses.** The Parties will work together in the spirit of cooperation and open communications, consistent with law, with the primary goal of meeting the needs of the small business community.

Edinburg Economic Development Corporation is dedicated to creating an environment where businesses thrive while creating prosperity and gainful employment. The Edinburg Economic Development Corporation is committed to helping individuals seeking to start a business, expand current operations, access workforce resources, browse sites and properties, or find other assistance as necessary for their continued growth.

The mission of the SBA is to aid, counsel, assist and protect the interests of small business by providing financial, contractual and business development assistance and advocating on their behalf within the government. SBA district offices deliver SBA programs and services to the public. Each Party has separate services and resources which, when delivered in coordination with each other, will provide maximum benefits to the small business communities served.

The purpose of this Strategic Alliance Memorandum (SAM) is to develop and foster mutual understanding and a working relationship between the SBA and **Edinburg Economic Development Corporation** in order to strengthen and expand small business development in the local area.

The Parties acknowledge that beyond the information sharing contemplated under this SAM, any specific joint training and outreach activities will require a separate signed agreement developed pursuant to SBA's Co-sponsorship Authority.

In order to further their common goals, the Parties agree to the following:

II. SCOPE AND RESPONSIBILITIES

SBA Undertakings:
Within the limits of its available and/or appropriated resources, the SBA through its **Lower Rio Grande Valley** District Office will:

- Provide **Edinburg Economic Development Corporation** with up-to-date information about SBA's programs and services.
- Make available, upon request, information regarding SBA's resource partners, including but not limited to, the Small Business Development Centers (SBDCs), SCORE, and the Women's Business Centers (WBCs) (collectively, "SBA's Resource Partners").
- Make available, upon request and subject to their availability, SBA pamphlets, brochures, and other publications.
- Advise **Edinburg Economic Development Corporation** of events that may impact its mission.
- Provide speakers, consistent with SBA rules and policy, to participate in **Edinburg Economic Development Corporation** workshops, conferences, seminars and other activities to discuss SBA financing, government contracting and other business topics.
- Invite **Edinburg Economic Development Corporation's** clients/members to attend local SBA-sponsored events and offer SBA-sponsored training at **Edinburg Economic Development Corporation's** location when appropriate.
- Provide a text-only hyperlink from SBA's website to **Edinburg Economic Development Corporation's** website pursuant to SBA's linking policies.
- Provide information to **Edinburg Economic Development Corporation's** staff on SBA programs and services available to local small businesses.
- Assign a local point of contact to serve as liaison between SBA and Edinburg **Economic Development Corporation**.

Edinburg Economic Development Corporation Undertakings:
Within the limits of its available resources, the **Edinburg Economic Development Corporation** will:

- Cooperate with SBA's Resource Partners to provide information to its clients/members about business development services to small businesses when appropriate.
- Keep abreast of and disseminate up-to-date information provided by SBA when appropriate.
- Make available to its clients/members SBA pamphlets, brochures, and other publications.
- Inform **Edinburg Economic Development Corporation's** small business clients/members of SBA's programs and services including referrals to SBA's Resource Partners when appropriate.
- Upon request, provide speakers for SBA-sponsored events when appropriate.
- Provide a text-only hyperlink from **Edinburg Economic Development Corporation's** website to SBA's website.
- Assign a local point of contact to serve as liaison between **Edinburg Economic Development Corporation** and SBA.

III. USE OF SBA NAME AND LOGO

All materials bearing the SBA name or logo must be approved in advance by SBA's Responsible Program Official. Use of SBA's logo must be accompanied by the following statement: "Use of the SBA logo is authorized by a Strategic Alliance Memorandum. Reference to SBA is not an endorsement of the views, opinions, products or services of any person or entity." The SBA logo may only be used to promote SBA and/or its programs, activities, and services. SBA's logo cannot be used in a way that suggests the Agency is endorsing any individual, organization, product, or service or in a way which implies that an improper relationship exists between SBA and an outside party. SBA's logo also must not be used in any manner that is liable to bring the Agency into a negative light, such as in connection with any products or services related to alcohol, gambling or adult entertainment industries. Further, SBA's logo must not be used in connection with any political activities, lobbying efforts, or in conjunction with any religious activity.

The "U.S. Small Business Administration" name shall be used only in a factual manner, consistent with applicable law, and shall not promote or endorse any products or services of any entity including but not limited to **Edinburg Economic Development Corporation**. Nothing in this SAM permits **Edinburg Economic Development Corporation** to use the SBA official seal.

IV. TERM

Cooperation under this SAM will commence upon signing by both Parties and will continue for a period of two years from date of signature unless otherwise terminated by one or both Parties as per paragraph VI below.

V. AMENDMENT

The Parties agree to consult each other on any amendment, modification or clarification to the provisions of this SAM. This SAM may only be amended or modified in writing and shall be consistent with applicable laws, regulations and SBA policy.

VI. TERMINATION

Either Party may discontinue its participation under this SAM at any time, with or without cause, upon thirty (30) days written notice to the other Party.

VII. RELATIONSHIP

This SAM does not authorize the expenditure of any funds. Accordingly, this SAM shall not be interpreted as creating any binding legal obligations between the Parties nor shall it limit either Party from participating in similar activities or arrangements with other entities. Nothing contained herein shall be construed to create any association, partnership, joint venture or relation of principal or agent or employer and employee with respect to **Edinburg Economic Development Corporation** and SBA.

VIII. RESPONSIBLE PROGRAM OFFICIAL

The SBA Responsible Program Official for this Strategic Alliance Memorandum is **Raudel Garza.**

IX. POINTS OF CONTACT

The points of contact for administrative matters pertaining to this SAM are:
Edinburg Economic Development Corporation:
Name: Raudel Garza
Title: Executive Director
Address: 415 W University Dr. Edinburg, TX 78539
Email: raudel@edinburgedc.com

U.S. Small Business Administration:
Name: Veronica Z. Ortega
Title: Economic Development Specialist
Address: 2422 E. Tyler Avenue, Suite E.

Harlingen, TX 78550
Email: veronica.ortega@sba.gov

X. SIGNATURES

The signatories below represent that they have the authority to make such commitments on behalf of their respective organization. This SAM may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

U.S. Small Business Administration:

______________________________________ _________________
Stephen Morris, Director of Strategic Alliances Date

Note: District Directors may also co-sign.

____
____
Angela R. Burton, District Director Date
Lower Rio Grande Valley District Office

Edinburg Economic Development Corporation:

______________________________________ _________________
Raudel Garza, Executive Director Date

Edinburg Economic Development Corporation
Meeting Date:January 12, 2023

Discussion and possible action on agreement between
Coldwell Banker Commercial RGV and Edinburg Economic
Development Corporation for real estate services.

1. **Agenda Item:**
   Discussion and possible action on agreement between Coldwell Banker Commercial RGV and Edinburg Economic Development Corporation for real estate services.
2. **Description/Scope:**
   On May 18, 2021, EEDC and Coldwell Banker Commercial RGV entered into an agreement for real estate services as outlined below:

   - Assist city staff with structuring, negotiating, and executing economic development projects, which can include conducting property searches (respondent must have access to CoStar or similar listing database) and responding to inquiries, serving as the City's or the EDC's real estate agent or broker for property transactions (including occasionally residential), and providing expert guidance on legal, financial, and real estate matters pertaining thereto;
   - List and market city- or EDC-owned property to potential investors, developers, and end-users;
   - Assist staff with developing content and maintaining property listings on the City and EDC websites;
   - Provide professional opinions on appraised or assessed real estate values
   - Presentations at meetings of the EDC, City Council, or the community as requested;
   - Ensure all State of Texas laws and procedures regarding real estate services are followed.

   The agreement was for one year, without automatic renewal, but also with some termination language. The EEDC has neither officially terminated nor renewed and extended the contract. Broker was asking for clarification on the termination or renewal of the agreement.

3. **Estimated Timeline:**
   Renewal would be immediate. Termination within 30 days, but essentially effective immediately as well.

4. **Budget:**
   Impact on budget only in terms of compensation to CBC, if Board renews and extends agreement.

5. **Procurement/Selection Process:**
   An RFQ was used in the initial selection process.

6. **Staff's Recommendation:**
   Staff recommends that EEDC Board authorize Executive Director to provide a termination notice per the agreement.

7. **Justification:**
   Current EEDC Executive Director is a Texas Real Estate Commission licensed real estate broker with the experience to perform all of the above services in house, with staff, for no additional compensation with the exception of legal advice, which can be provided by the City attorney.

ATTACHMENTS

Attachment A: Edinburg EDC and Coldwell Banker Commercial RGV Agreement

Approved:	________
Not Approved:	________
Tabled:	________
No Action:	

STATE OF TEXAS §

COUNTY OF HIDALGO §

EDC OF EDINBURG §

AGREEMENT BETWEEN THE CITY OF EDINBURG, THE ECONOMIC DEVELOPMENT CORPORATION, AND COLDWELL BANKER COMMERCIAL RGV FOR REAL ESTATE TRANSACTION SERVICES PURSUANT TO RFQ NO. 2021-004

The Edinburg Economic Development Corporation, Hidalgo County, Texas; the City of Edinburg, Hidalgo County, Texas, a municipal corporation, (collectively referred to as "**EDC**"); and **COLDWELL BANKER COMMERCIAL RGV** (hereinafter called **"Consultant"**), are the parties to this Agreement.

RECITALS

WHEREAS, EDC seeks proposals for on-call professional services related to real estate transactions as may be requested by the EDC. Services may include, but not be limited to those identified in **Exhibit "A"**; and

WHEREAS, the Consultant has the professional knowledge and abilities to perform professional real estate firm services; and

WHEREAS, EDC desires to engage the Consultant to render services in connection therewith:

NOW, THEREFORE, EDC and Consultant do mutually agree as follows:

SECTION I
EMPLOYMENT OF CONSULTANT

A. EDC agrees to employ Consultant to furnish and provide the Services, as stated in this agreement and **Exhibit "A"**. Upon receipt of Services to the EDC's satisfaction, the EDC agrees to pay Consultant as stated in this Agreement.

SECTION II
SERVICES OF CONSULTANT

A. The Consultant shall, in the scope of his work, perform the Services identified in **Exhibit "A"** of this document. EDC shall provide Consultant with authorization to proceed, after execution of this Agreement.

B. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION III
RESPONSIBILITY OF THE EDC

A. EDC will facilitate Consultant's work with the following tasks:

1. Provide Consultant with its requirements for the Services.

2. Assist Consultant by providing information reasonably available to the EDC and pertinent to the Services.

3. Facilitate access to and make provisions for Consultant to enter upon public property as reasonably required for Consultant to perform its Services.

4. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services of the Consultant.

5. Give prompt written notice to Consultant whenever EDC observes or otherwise becomes aware of any defect in Services.

SECTION IV
RESPONSIBILITIES OF CONSULTANT

A. Consultant shall perform the Services described in **Exhibits "A"**.

B. Consultant shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, plans, information, and other items and Services furnished under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the Services. If Consultant fails to meet applicable professional standards, Consultant shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the EDC.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of Services furnished by Consultant under this Agreement. Consultant shall keep the EDC informed of the Services performed under this Agreement. In connection with the performance of the Services by Consultant, Consultant agrees to promptly and fully disclose to EDC any information regarding the Services as EDC may request.

D. Consultant shall perform Services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.

E. EDC's review or approval of reports, and other services furnished hereunder shall not in any way relieve Consultant of responsibility for the technical adequacy of the work. Neither EDC's review, approval, or acceptance of, nor payment for any of the Services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

F. Consultant shall be and shall remain liable, in accordance with applicable law, for all damages to EDC caused by Consultant's negligent performance of any of the Services furnished under this Agreement. Consultant shall not be responsible for any time-delays in the project caused by circumstances beyond Consultant's control.

G. Consultant's obligations under this clause are in addition to the Consultant's other expressed or implied obligations under this Agreement or state law and in no way diminish any other rights that EDC may have against Consultant for consultant's errors or omissions.

H. All reports, drawings, plans, and other documentation pertaining to the Services become the property of EDC.

SECTION V
PAYMENT AND FEES

A. The fee schedule for Services is as follows:

i. Property Sales Transactions (two or more brokers): When Consultant represents the EDC in a property transaction, the fee payable by the EDC shall be 6% of the purchase price (as defined in the specific agreement for the property sale) if there are two or more real estate brokers (as that term is generally understood) involved in the transaction. However, Consultant agrees to use reasonable efforts to reduce the fee payable by the EDC by negotiating that a portion of the fee be paid by another party to the transaction. Consultant agrees that the fee will be split equally between Consultant and the other real estate brokers in the transaction.

ii. Property Sales Transactions (one broker): When Consultant represents the EDC in a property transaction, the fee payable by the EDC shall be 3% of the purchase price (as defined in the specific agreement for the property sale) if Consultant is the only real estate broker (as that term is generally understood) involved in the transaction.

iii. Property Sales Transactions (no broker): Consultant agrees that no fee is payable if it does not represent EDC in a property sale transaction.

iv. Lease Transactions (Landlord, two brokers): When Consultant represents the EDC in a lease transaction, the fee payable by the EDC shall be 6% of the total base rent (as defined in the specific agreement for the leased property) to be received over the initial lease term (as identified in the initial lease agreement for the leased property) if there are two or more real estate brokers (as that term is generally understood) involved in the transaction. However, Consultant agrees to use reasonable efforts to reduce the fee payable by the EDC by negotiating that a portion of the fee be paid by another party to the transaction. Consultant agrees that it will receive 2% of the fee and the tenant's broker shall receive 4% of the fee.

v. Lease Transactions (Landlord, one broker): When Consultant represents the EDC in a lease transaction, the fee payable by the EDC shall be 4% of the total base rent (as defined in the specific agreement for the leased property) to be received over the initial lease term (as identified in the initial lease agreement for the leased property) if Consultant is the only real estate broker (as that term is generally understood) involved in the transaction.

vi. Lease Transactions (Tenant): Consultant agrees that no fee is payable if it represents the EDC as the tenant in a lease transaction.

vii. Lease Transactions - For Landlord Representation, 6% of the total base rent to be received over the initial lease term when there are two Firms involved. (4% to tenant rep and 2% to CBC).

viii. Property Management: The Parties agree to negotiate the fee for property management services when such services are requested. No fee shall be payable unless agreed to in writing by the Parties.

ix. Valuation and Research - Consultant agrees that no fee is payable for valuation services and research services related to real estate and market analysis.

x. Feasibility Studies: When Consultant prepares a feasibility study (as that term is generally understood in the real estate industry) for EDC, the fee payable by the EDC shall be $2,500 for each request. For the avoidance of doubt, the Parties agree that no fee shall be payable unless the Parties agree in writing prior to Consultant's final delivery of a feasibility study.

xi. Real Estate/Land Use Attorney: Consultant agrees to charge EDC the actual cost of any legal services requested by the EDC.

B. Consultant shall submit all invoices to EDC in the manner specified herein. Except as specifically authorized by EDC in writing, Consultant shall not bill EDC for duplicate services performed by more than one person. Consultant and EDC acknowledge and agree that compensation paid by EDC to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of

Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. EDC therefore has no responsibility for such contributions beyond compensation required under this Agreement.

C. EDC is entitled to impose a set-off against payment based on any of the following:

i. Claims have been made against EDC based on Consultant's conduct in the performance or furnishing of Services, or EDC has incurred costs, losses, or damages resulting from Consultant's conduct in the performance or furnishing of Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non-compliance with Laws and Regulations;

ii. Consultant has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with Services and related work;

iii. Consultant has failed to provide and maintain required insurance;

iv. Any Services are defective, requiring correction or replacement;

v. EDC has been required to correct defective Services or has accepted defective Services;

vi. Liens have been filed in connection with the Services; or

vii. Other items entitle EDC to a set-off against the payment amount.

D. If EDC imposes any set-off against payment, EDC will give Consultant immediate written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Consultant any amount remaining after deduction of the amount so withheld. EDC shall promptly pay Consultant the amount so withheld, or any adjustment thereto agreed to by EDC and Consultant, if Consultant remedies the reasons for such action. The reduction imposed will be binding on Consultant unless it duly submits written notice contesting the reduction within 30 days of receiving EDC's written notice.

E. All fees payable to Consultant under this Agreement shall be made in full, and without any withholding, deduction, or offset of any state or federal withholding taxes, FICA, SDI, or income taxes, nor shall the EDC be obligated to pay any of Consultant's employees' taxes. Consultant hereby covenants and agrees that it shall be solely responsible for all taxes, withholding, FICA, SDI, and other similar items (both employee and employer portions) with respect to all fees paid by the EDC under this Agreement, and agrees to indemnify and hold the EDC harmless with respect to such taxes and withholding.

F. Consultant and its employees shall not be eligible for, participate in, or be entitled to compensation in lieu of any insurance, benefit, retirement, or other plan or program provided by the EDC to its employees.

G. Consultant shall provide an invoice in accordance with EDC regulations. Payment terms shall be net thirty (30) days from receipt of invoice.

H. The EDC may, at any time, request Consultant to make changes within the scope of the Services or to perform extra work. If any request by the EDC for a change or extra work causes an increase or decrease in the cost or the time required for performance of the work, or any change to this Agreement, Consultant shall, within fourteen (14) days from the date it receives the EDC's request submit in writing a proposal for accomplishing such changed or extra work. This proposal shall define, if applicable, any increase or decrease in cost or time of completion or other change to this Agreement. The EDC must approve any change orders, pursuant to applicable ordinances and policies and procedures and any other applicable laws of this State, before making the changes. The EDC will not be liable for any costs incurred by Consultant from performance of a change or extra work prior to issuance of a change order to this Agreement.

I. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

J. Prior to and as a condition of final payment to the Consultant following termination or expiration of this Agreement as defined below, the Consultant shall deliver to the EDC a release in form and substance satisfactory to the EDC, discharging it and its officers, agents, and employees of all liabilities, obligations, and claims arising out of this Agreement and the performance thereof.

SECTION VI
TERM OF AGREEMENT

A. Except as provided below, this Agreement, and the Services to be performed under it, shall commence on the date this Agreement is executed by both parties, and shall continue thereafter for one year. The EDC shall have the right, in its sole discretion, to extend the term of this Agreement for two additional one-year terms. EDC shall provide Consultant with a written notice of the approval of the extension.

B. EDC may terminate this Agreement upon giving 30 days' prior written notice thereof to Consultant. In addition, EDC shall have the right, upon written notice, to cancel this Agreement immediately if, in the EDC's sole judgment, the Services rendered by Consultant breach or violate any of the provisions of this Agreement.

C. Upon termination or completion of this Agreement, EDC shall have no liability to Consultant except for charges for billable Services performed by Consultant and accepted by the EDC prior to receipt of notice of termination or cancellation. The terms and conditions in this Agreement that by their sense and context are intended to survive the performance hereof by either or both parties hereunder shall so survive the termination, cancellation, or completion of performance of this Agreement.

D. Upon termination or completion of Consultant's Services hereunder or at such other time as may be requested by EDC, Consultant shall return to EDC within ten (10) days of termination, completion, or request all documents, records, notebooks, including copies thereof, whether prepared by Consultant or others, in Consultant's possession and related to the Services.

E. The EDC reserves the right to suspend work on the Services, with or without cause, in whole or in part, upon giving notice to Consultant. Consultant shall resume the Services so suspended when directed to do so by the EDC. The EDC shall have no liability to Consultant except for charges for billable Services performed by Consultant and accepted by the EDC prior to receipt of notice of suspension of Services. If only a portion of the Services are suspended, Consultant shall be compensated only for Services of which are not suspended and are actually performed during such suspension.

F. Upon termination of this Agreement or suspension of Services under this Section, the EDC may take over the work and may obtain the services of another entity to complete the work under this Agreement.

SECTION VII
MINIMUM INSURANCE REQUIREMENTS

Consultant shall be adequately insured and carry liability, workers compensation, automobile insurance and professional liability for injury to its employees and others incurring loss or injury as a result of the acts of Consultant or its employees. In accordance with EDC ordinances, Consultant shall be required to hold the following minimum insurance coverage throughout the duration of this agreement:

A. Workers Compensation
In accordance with State statute.

B. Comprehensive General Liability

1. Bodily Injury
$250,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 each aggregate

or $500,000 combined single limits

C. Comprehensive Auto Liability
1. Bodily Injury
$100,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 aggregate
or $500,000 combined single limits

D. EDC's Protective Liability

1. Bodily Injury
$250,000 each person
$500,000 each occurrence

2. Property Damage
$100,000 each occurrence
$100,000 each aggregate

or $500,000 combined single limits

E. Professional Liability

1. Professional
$1,000,000 per claim and in the aggregate

F. Evidence of the above insurance coverage is attached as **Exhibit "B"** and the EDC shall be listed as additional insureds.

G. If at any time and for any reason Consultant fails to provide, maintain, keep in force and effect, or deliver to the EDC proof of, any of the insurance required and such failure continues for ten (10) days after Notice thereof from EDC to Consultant, EDC may, but shall have no obligation to, procure single interest insurance for such risks covering EDC (or, if no more expensive, the insurance required by this Agreement), and Consultant shall, within ten (10) days following EDC's demand and Notice, pay and reimburse EDC therefor with interest at Prime Rate plus 2%, the Prime Rate being that in place on the date of Notice, from the date of payment by the EDC until repayment of EDC in full by Consultant.

H. With respect to each and every one of the insurance policies required to be obtained, kept, or maintained under the terms of this Agreement, on or before the date on which each such policy is required to be first obtained and at least fifteen (15) days before the expiration of any policy required hereunder previously obtained, Consultant shall deliver evidence reasonably acceptable to EDC showing that such insurance is in full force and effect.

I. Consultant hereby agrees as follows:

1. To punctually pay or cause to be paid all premiums and other sums payable under each insurance policy required to be obtained, kept, and maintained pursuant to this Lease;

2. To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;

3. To ensure that all Casualty Proceeds are paid to the Party entitled to receive same;

4. Not, at any time, to take any action (or omit to take action) which action (or omission) would cause any insurance policies required to be obtained, kept, and maintained under this Lease to become void, voidable, unenforceable, suspended, or impaired in whole or in part or which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and

5. Promptly deliver Notice to EDC of any facts or circumstances of which it is aware which, if not disclosed to its insurers or re-insurers, is likely to affect adversely the nature or extent of the coverage to be provided under any insurance policy required hereunder.

SECTION VIII
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 Contractor and the EDC Manager. 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 IX
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 X
INDEMNIFICATION

A. To the maximum extent allowed by law, Consultant agrees to and shall indemnify, hold harmless, and defend EDC, its officers, agents, and employees from any 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 for injury to or death to any person or for damage to any property, arising out of or directly connected with the negligent or willful conduct of Consultant, its agents, officers and employees, carried out in furtherance of this Agreement.

B. Consultant agrees to assist EDC in defense of claims or litigation brought against the EDC related to this Agreement.

SECTION XI
LIMITATION OF LIABILITY

A. Consultant agrees to limit the EDC's liability arising from EDC's acts, errors, or omissions such that the total liability of EDC shall not exceed Consultant's total fees paid by the EDC to Consultant for the Services rendered pursuant to the Task Order which is the subject matter of the claim. Consultant agrees that EDC 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, Consultant's performance of Services, or of any other obligations relating to this Agreement, even if EDC 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 EDC's liability, regardless of the cause of action under which such damages are sought.

SECTION XII
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 XIII
NO PENDING LITIGATION

A. Consultant represents that there is no action, proceeding, inquiry, or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending to the best knowledge of Consultant threated against or affecting the Consultant or any subsidiaries of the Consultant, questioning the validity or any action taken or to be taken by the Consultant in connection with the execution, delivery, and performance by the Consultant of this Agreement to which the Consultant may be a party or seeking to prohibit, restrain, or enjoin the execution, delivery, or performance by the Consultant hereof or thereof, where in an unfavorable decision, ruling, or finding (i) would adversely effect the validity or enforceability of, or the authority or ability of the Consultant to perform, its obligations under this Agreement to which the Consultant may be party or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Consultant or on the ability of the Consultant to conduct its business as presently conducted or as proposed or contemplated to be conducted.

SECTION XIV
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 XV
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 EDC:

EDC of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: EDC Manager

With a copy to:

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

(b) Notices to Consultant:

510 E Dove Ave.
McAllen, TX 78504
Attn.: Daniel Galvan

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 XVI
NON-APPROPRIATIONS

A. Notwithstanding anything in the Agreement to the contrary, any and all payments which the EDC is required to make under this Agreement shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

B. If the EDC 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 XVII

SUCCESSORS AND ASSIGNS

EDC and Consultant 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 EDC nor Consultant shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

SECTION XIX
CONFLICT OF TERMS

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibits, the terms of this Agreement shall be controlling.

SECTION XX
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 any Party, 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 the other Party of such other Party's covenants, obligations, or agreements under this Lease, 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 a defaulting Party and the rights and remedies of the other Party 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 EDC of any Services with knowledge of a breach by Consultant 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 Consultant 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. EDC 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 18th day of May, 2021.

EDC OF EDINBURG:

BY:______________________________
Ron Garza, EDC Manager
EDC of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY:______________________________
Myra L. Ayala, ~~EDC~~ City Secretary

CITY OF EDINBURG, TEXAS

APPROVED AS TO FORM:

Omar Ochoa Law Firm, P.C.

BY:______________________________
Omar Ochoa, EDC Attorney

COLDWELL BANKER COMMERCIAL RGV

BY:______________________________

Attachments: Exhibit "A" RFQ 2021-004, Scope of Services and Proposal
Exhibit "B" Insurance

EXHIBIT "A" TO AGREEMENT BETWEEN THE CITY OF EDINBURG, THE ECONOMIC DEVELOPMENT CORPORATION, AND COLDWELL BANKER COMMERCIAL RGV FOR REAL ESTATE TRANSACTION SERVICES PURSUANT TO RFQ NO. 2021-004

EXHIBIT "B" TO BETWEEN THE CITY OF EDINBURG, THE ECONOMIC DEVELOPMENT CORPORATION, AND COLDWELL BANKER COMMERCIAL RGV FOR REAL ESTATE TRANSACTION SERVICES PURSUANT TO RFQ NO. 2021-004

Edinburg Economic Development Corporation
Meeting Date:January 12, 2023

Discussion and possible action on Edinburg Economic Development Corporation Incentive guidelines.

1. **Agenda Item:**
   Discussion and possible action on Edinburg Economic Development Corporation Incentive guidelines.
2. **Description/Scope:**
   A presentation of the potential guidelines and principles to be used in the granting of incentives to new, existing, or expanding businesses and/or developers will be presented.
3. **Estimated Timeline:**
   Effective upon Board approval.
4. **Budget:**
   The budget will not be impacted by adopting guidelines.
5. **Procurement/Selection Process:**
   N/A
6. **Staff's Recommendation:**
   Staff recommends adopting incentive guidelines as discussed and presented.
7. **Justification:**
   EEDC and the City Council strive to achieve equitable economic development. Providing guidelines helps the quest for equality and transparency.

/s/ Raudel Garza, EEDC
Executive Director

ATTACHMENTS

Approved:	________
Not Approved:	________
Tabled:	________
No Action:	

Edinburg Economic Development Corporation
Meeting Date:January 12, 2023

Discussion and possible action on adopting an Industrial
Speculative Building Program.

1. **Agenda Item:**
   Discussion and possible action on adopting an Industrial Speculative Building Program.
2. **Description/Scope:**
   The demand for industrial space in South Texas continues to grow, while supply has lagged behind for several years. An option for incentivizing developers to build speculative industrial space in Edinburg will be presented.

3. **Estimated Timeline:**
   Establishing the program is a matter of finalizing the guidelines and drafting a boiler-plate development agreement. The process could take approximately 30 days.

4. **Budget:**
   Depends on how much space is considered. However, if placed into effect, the budget would not be impacted in this fiscal year.

5. **Procurement/Selection Process:**
   As with any other project, staff must conduct its due diligence in selecting developers by examining financials, past experience and many other factors.

6. **Staff's Recommendation:**
   Staff recommends approval of the program.

7. **Justification:**
   To be reviewed during the presentation.

/s/ Raudel Garza, EEDC
Executive Director

ATTACHMENTS
Attachment A: Industrial Spec Building Program Outline

Approved:	________
Not Approved:	________
Tabled:	________

No Action:

Industrial Spec Building Program

To induce private investment in Class A industrial space in Edinburg, the Edinburg Economic Development Corporation has developed a program to help mitigate the risk of building a speculative industrial facility. The program is as follows:

Developer obligations:

1. The developer must show that they can complete a speculative industrial facility of at least 100,000 square feet. This includes the financial resources and expertise required to construct, maintain, and own such facilities.
2. The developer must construct a minimum of 100,000 square feet of Class A industrial space on land currently owned by the Edinburg Economic Development Corporation, or other land approved by EEDC. The price for EEDC land will be Fair Market Value unless otherwise negotiated by Developer and EEDC Board of Directors.
3. The developer must complete the construction of such facility within 24 months from the issuance of a building permit from the City of Edinburg.
4. Initially, the developer must provide EEDC with a term sheet from the proposed lender if the development is to be financed with 3rd party resources. Before construction begins, the developer must provide EEDC with a copy of the note and other documents providing evidence of available resources and the terms indicated in the construction loan agreements.
5. Developer must provide construction drawings including proposed site drawings prior to EEDC entering an agreement to make this program available to developer.
6. Developer will make good faith efforts to market the building.

EEDC obligations:

1. EEDC shall enter into a development agreement with developer for the construction of a class A industrial facility.
2. EEDC will reimburse the developer 50% of the interest paid on an acceptable construction loan for a period of 2 years. Initial payment to be negotiated based on the terms of the construction loan.
3. The EEDC interest payment to developer assumes that 100% of the facility is unencumbered by a lease. At any time that the developer executes a lease for all or a portion of the facility, the interest reimbursement from EEDC to the developer will be reduced on a pro rata basis of the total square footage leased. As an example, if 50% of the building is leased during or before the completion of the building, then the EEDC's portion of the interest payments will be reduced by 50% from that point forward.
4. EEDC will make good faith efforts to market the building.
5. Notwithstanding any of the above, no deal, transaction, or negotiation is valid unless in writing and approved by the EEDC Board of Directors and the Elective Commission of the City of Edinburg.

Edinburg Economic Development Corporation
Meeting Date:January 12, 2023

Discussion and possible action on adopting a Commercial Recruitment Program.

1. **Agenda Item:**
   Discussion and possible action on adopting a Commercial Recruitment Program.
2. **Description/Scope:**
   The attached document shows a way to bring uniformity to our offering of incentives to retail establishments. It is based on 3 measures: the sales generated by the establishment, the number of jobs created, and the capital investment. Other factors in scoring the applicant include their proposed location and their involvement in the community. The program can be tailored to on a case-by-case basis and it can also be used to determine an incentive for a commercial developer.

3. **Estimated Timeline:**
   Implementation could start immediately after Board and Council approval.

4. **Budget:**
   We would need to assess the demand for this type of incentive over the next few months, but we do have funds set aside for grants for new or expanding businesses.

5. **Procurement/Selection Process:**
   Staff would work with the retailer and/or developer to gather information, prepare a scoring sheet and package and present to the Board and then to Council for applicants that qualify.

6. **Staff's Recommendation:**
   Staff recommends approval of the program.

7. **Justification:**
   EEDC and the City Council strive to achieve equitable economic development. Providing a program that measures each applicant by the same standards helps in that quest for equality and transparency.

/s/ Raudel Garza, EEDC
Executive Director

ATTACHMENTS

Attachment A: Commercial Recruitment Program outline

Approved:	________
Not Approved:	________
Tabled:	________
No Action:	

Commercial Recruitment Program:

The City of Edinburg and the Edinburg Economic Development Corporation (EEDC) continue to encourage new and/or existing commercial enterprises to locate or expand in Edinburg. Retail activity along the US-Mexico border is a basic economic driver which attracts, promotes, develops, and supports new commercial facilities and job growth and the retention of existing jobs in Edinburg. Some of these new and/or existing retail enterprises may qualify for assistance from EEDC based on the number and types of jobs newly-created or retained and the type of commercial entity. Applicants must qualify under the provisions of the Development Corporation Act ("Act"). Developers may apply on behalf of their tenants/retailers, but are not eligible to be the recipient of the grants without the full knowledge and consent of the retailer and approval from the EEDC Board and City Commission.

To encourage new retail development, the EEDC may pay an incentive amount equal to a portion of the local sales tax revenues generated by qualifying projects for a period of up to five years, an in an amount not to exceed half of the city tax revenue generated by that retailer in that location annually, or $100,000, whichever is less. Amounts greater than $100,000 per year will not carry forward to the next year.

A retailer and/or developer will be evaluated and graded on criteria established by the EEDC annually. The term granted and incentive amount is subject to the score generated by the retailer's information, and subject to a written performance agreement and proper governmental approval. The **basic scoring criteria** is below:

# of FT employees	5 to 25	26-50	51+	Points Awarded
Points	10	20	30	
# of PT employees	10-100	101-200	201+	
Points	5	10	20	
Capital Investment	$250,000 - $1M	$1M-$5M	$5M+	
Points	5	10	15	
Taxable Retail Sales	$100,000 - $1M	$1M - $5M	$5M+	
Points	5	10	15	

Location	Points	Points Awarded
Opportunity Zones	10	
Downtown District	10	
University Corridor	5	
Trenton Corridor	5	
Monte Cristo Corridor	5	
East side	20	
North side	20	

Community Involvement	Points	Points Awarded
Chamber member	3	
Boys & Girls Club Supporter	3	
Leadership Edinburg	3	
UTRGV Foundation	3	
Parks & Recreation	3	
Other non-profits organizations	Range from 1 to 5	

Upon submission of a letter of interest and other information as outlined below by the applicant, staff will determine if the applicant qualifies under the Act and will grade the project and present findings to the EEDC Board of Directors for consideration.

The incentive amount for this program will, in part, be determined based on the following:

If scores is:	Then, rebate will be equal to:	Total Points
70 or higher	50% of the city sales tax revenue generated and paid by the applicant	
50 - 69	37.5% of the city sales tax revenue generated and paid by the applicant	
35 - 49	25% of the city sales tax revenue generated and paid by the applicant	
25 - 35	12.5% of the city sales tax revenue generated and paid by the applicant	

In order to be considered, the applicant must submit a letter of interest outlining the project. Plans (site, floor, utility, off-site and on-site improvements) and cost estimates must also be submitted. Other restrictions may apply, and this document serves only as a guide for the EEDC. Financial and proformas for the project, for the retailer, and for the developer should be included in the applicant's package. A definitive performance agreement will be drafted by EEDC legal counsel, and would need to be reviewed and approved by EEDC Board of Directors and City Council before any incentive is considered officially adopted. The program is subject to change and cancellation at any time by the EEDC Board, and can be modified at their discretion.

Edinburg Economic Development Corporation
Meeting Date:January 12, 2023

Consultation with City Attorney and possible action regarding Santana Textiles. (§551.071. Consultation with Attorney; Closed Meeting)

1. **Agenda Item:**
   Consultation with City Attorney regarding Santana Textiles. (§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:January 12, 2023

Consultation with City Attorney and possible action regarding legislative consultant (§551.071. Consultation with Attorney; Closed Meeting)

1. **Agenda Item:**
   Consultation with City Attorney and possible action regarding legislative consultant (§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:January 12, 2023

Discussion and possible action regarding incentive proposal for Project Louisiana (§551.087 Deliberation Regarding Economic Development Negotiations; §551.071 Consultation with Attorney; §551.072 Deliberation Regarding Real Property; Closed Meeting).

1. **Agenda Item:**
   Discussion and possible action regarding incentive proposal for Project Louisiana (§551.087 Deliberation Regarding Economic Development Negotiations; §551.071 Consultation with Attorney; §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:January 12, 2023

Discussion and possible action regarding incentive proposal for Project Brahman (§551.087 Deliberation Regarding Economic Development Negotiations; §551.071 Consultation with Attorney; §551.072 Deliberation Regarding Real Property; Closed Meeting).

1. **Agenda Item:**
   Discussion and possible action regarding incentive proposal for Project Brahman (§551.087 Deliberation Regarding Economic Development Negotiations; §551.071 Consultation with Attorney; §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:January 12, 2023

Discussion and possible action regarding incentive proposal for Project Cold Turkey (§551.087 Deliberation Regarding Economic Development Negotiations; §551.071 Consultation with Attorney; §551.072 Deliberation Regarding Real Property; Closed Meeting).

1. **Agenda Item:**
   Discussion and possible action regarding incentive proposal for Project Cold Turkey (§551.087 Deliberation Regarding Economic Development Negotiations; §551.071 Consultation with Attorney; §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:January 12, 2023

Discussion and possible action regarding incentive proposal for Project Rome (§551.087 Deliberation Regarding Economic Development Negotiations; §551.071 Consultation with Attorney; §551.072 Deliberation Regarding Real Property; Closed Meeting).

1. **Agenda Item:**
   Discussion and possible action regarding incentive proposal for Project Rome (§551.087 Deliberation Regarding Economic Development Negotiations; §551.071 Consultation with Attorney; §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:January 12, 2023

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:	