



**ECONOMIC DEVELOPMENT
CORPORATION BOARD OF DIRECTORS**

Location:

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

**SEPTEMBER 26, 2023
REGULAR 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. DIRECTOR'S REPORT

A. Economic Development Report

- Labor Market Report
- Unemployment Numbers
- Social Media Report
- Construction and Building Permits
- Upcoming Conferences and Events
- Other Updates

6. REGULAR AGENDA ITEMS

- A. Election of Officers: President, Vice President, Secretary, and Treasurer.
- B. Consider approval of Minutes for Board Meetings held on August 9, 2023 and August 28, 2023.
- C. Consider approval of the Edinburg Economic Development Corporation's Investment Policy.
- D. Consider approval of the Fiscal Year 2023-2024 Staffing Services Agreement between the City of Edinburg and Edinburg Economic Development Corporation.
- E. Consider approval of the Edinburg Economic Development Corporation's renewal of the UTRGV Technical Assistance Contract for Fiscal Year 2023-2024.
- F. Consider approval of Resolution No. 2023-01EDC supporting UTRGV's grant application for a Federal Recompete Grant.
- G. Consider authorizing Executive Director to negotiate and enter into an Inter-Local Agreement between the City of Edinburg and the Edinburg Economic Development Corporation to assist with the construction of the new US Business 281 One Million Gallon Composite elevated Water Storage Tank.
- H. Consider authorizing Executive Director to enter into an Inter-Local Agreement between the City of Edinburg and the Edinburg Economic Development Corporation to aid the construction of the new Astro-Turf Baseball Fields at Municipal Park.
- I. Consider authorizing Executive Director to enter into an Inter-Local Agreement between the City of Edinburg and the Edinburg Economic Development Corporation to aid the construction of the Sewer Line Expansion for East Owassa Road to provide first time sewer service.
- J. Consider presentation of the Edinburg EDC's Fiscal Year 2023-2024 marketing calendar and marketing activities.
- K. Consider approval of the agreements with International Community Publications, Due North Consulting Inc., rgVision, Expansion Solutions, Valley Central, HubSpot, and Retail Strategies.
 1. International Community Publications
 2. Due North Consulting Inc.
 3. rgVision
 4. Expansion Solutions
 5. Valley Central
 6. HubSpot
 7. Retail Strategies

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 projects and possible action related to projects (§551.087 Deliberation Regarding Economic Development Negotiations; §551.071 Consultation with Attorney; §551.072 Deliberation Regarding Real Property; Closed Meeting).

1. Project Noise
2. Project Salad Station
3. Project Louisiana
4. Project Sugar Store
5. Project Fresh
6. Project Medusa
7. Project Jack & Jill
8. Workforce Resource Center
9. Project Health
10. Project Choo Choo
11. Project Swap
12. Update on other Projects

B. Discussion and possible action regarding potential litigation. Santana Textiles (§551.071. Consultation with Attorney; 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 September 22, 2023 at 5:00 pm.

By: /s/ Raudel Garza

Signature:

*Name: Raudel Garza, Executive Director
Edinburg Economic Development Corporation*

Edinburg Economic Development Corporation

Meeting Date: September 26, 2023

Economic Development Report

- Labor Market Report
- Unemployment Numbers
- Social Media Report
- Construction and Building Permits
- Upcoming Conferences and Events
- Other Updates

1. Agenda Item:

Economic Development Report

2. Description/Scope:

Executive Director, Raudel Garza, will present a report on some of the economic statistics for the area, including updates on transportation, unemployment and upcoming marketing activities.

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

Raudel Garza, Edinburg
EDC Executive Director

ATTACHMENTS

Attachment A: Director's Status Report

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

Department Status Report

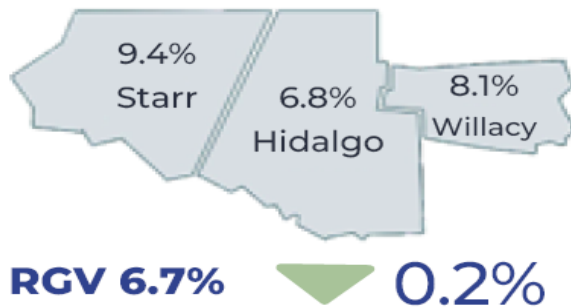
Labor Market Report August 2023



Unemployment Rates

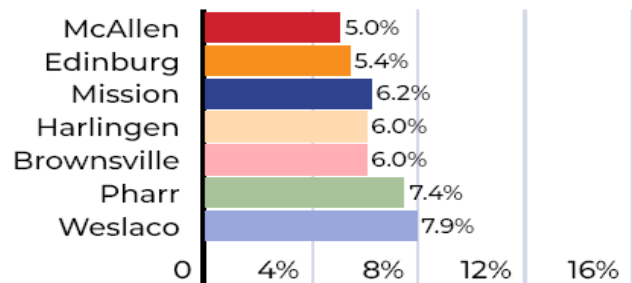
Workforce Solutions WDA

decreased from 7.2% to 7.0%



August-23

July-23



Seasonally Adjusted



Indicates a decrease in
Unemployment Rate



Indicates an increase in
Unemployment Rate



Labor Market Information for Rio Grande Valley & Laredo Areas

NOT SEASONALLY ADJUSTED FIGURES

Geographic Area	Aug-23			Jul-23	Aug-22		
	Civilian Labor Force	Unemployed	Rate	Rate	Civilian Labor Force	Unemployed	Rate
USA	168,049,000	6,623,000	3.9%	3.8%	164,971,000	6,256,000	3.8%
Texas	15,188,537	685,589	4.5%	4.5%	14,674,216	579,361	3.9%
Workforce Solutions	415,277	29,114	7.0%	7.2%	402,144	27,845	6.9%
Hidalgo County	383,331	26,209	6.8%	7.0%	370,747	24,719	6.7%
Starr County	24,544	2,304	9.4%	9.6%	24,222	2,530	10.4%
Willacy County	7,402	601	8.1%	8.6%	7,175	596	8.3%
McAllen	72,207	3,618	5.0%	5.1%	69,650	3,192	4.6%
Mission	37,398	2,315	6.2%	6.2%	36,188	2,195	6.1%
Edinburg	51,499	2,802	5.4%	5.5%	49,738	2,554	5.1%
Pharr	33,870	2,512	7.4%	7.5%	32,715	2,331	7.1%
San Juan	16,636	1,363	8.2%	8.5%	16,047	1,248	7.8%
Weslaco	18,424	1,449	7.9%	8.3%	17,730	1,283	7.2%
Workforce Solutions Cameron	182,582	10,874	6.0%	6.2%	178,050	9,993	5.6%
Harlingen	26,951	1,627	6.0%	6.1%	26,231	1,445	5.5%
Brownsville	82,073	4,893	6.0%	6.4%	80,027	4,488	5.6%
San Benito	9,864	615	6.2%	6.2%	9,638	586	6.1%
Workforce Solutions S. Texas	125,836	5,663	4.5%	4.7%	123,213	4,909	4.0%
Webb County	119,462	5,257	4.4%	4.6%	116,989	4,522	3.9%
Laredo	114,565	5,004	4.4%	4.5%	112,176	4,283	3.8%

SEASONALLY ADJUSTED FIGURES

USA	167,839,000	6,355,000	3.8%	3.5%	164,714,000	6,021,000	3.7%
Texas	15,111,936	622,929	4.1%	4.1%	14,686,731	552,038	3.8%

Source: Texas Workforce Commission, Texas Labor Market Review, September 2023 issue.

Unemployment Recap:

- The Texas (seasonally adjusted) unemployment rate remained at 4.1%.
- Hidalgo County's (not seasonally adjusted) unemployment rate decreased by 0.2% to 6.8%
- Edinburg (not seasonally adjusted) has the second lowest unemployment rate in the RGV at a rate of 5.4%

MONTHLY MARKET UPDATE

September 2023



MARKET OVERVIEW AND HIGHLIGHTS

Jackson Hole Symposium

- ▶ Chair Powell stuck to his story of the economy proving resilient, and more progress on inflation needed
- ▶ The Fed remains data dependent and is not telegraphing a certain pause or pending cuts
- ▶ Futures market slightly increased the odds of another hike by Nov. 1, currently over 50%

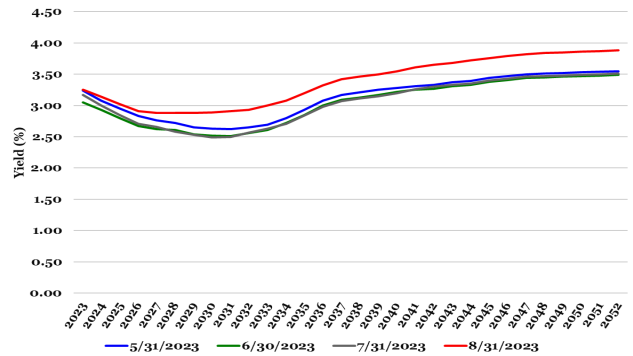
Economic data releases

- ▶ ADP employment report for August was below expectations at 177k private sector jobs created
- ▶ This was the smallest gain in five months
- ▶ S&P Global US Composite PMI declined to 50.4 in August 2023, falling short of market expectations of 52.0
- ▶ Dallas Fed manufacturing index remained in contraction territory, but slightly improved to -17.2
- ▶ The second estimate of real gross domestic product (GDP) increased at an annual rate of 2.1 percent
- ▶ Core PCE for July increased 4.2% YoY and increased 0.2% MoM
- ▶ Saudi's extend oil supply cuts by 1 million barrels per day, pushing crude to over \$85/bbl for first time since 2022

Major equity indexes down in August

- ▶ The Dow ended at 34,721, down 2.36% for the month
- ▶ The S&P ended at 4,507, down 1.77% for the month
- ▶ The Nasdaq ended at 14,034, down 2.17% for the month

"AAA" MMD MUNI YIELD CURVE



MONTHLY CHANGE IN YIELDS

Maturity	Year	Municipal Yields (%)		Treasury Yields (%)	
		8/31/2023	7/31/2023	8/31/2023	7/31/2023
1 Year	2023	3.25	3.17	5.37	5.37
5 Year	2027	2.88	2.66	4.23	4.18
10 Year	2032	2.93	2.57	4.09	3.97
20 Year	2042	3.65	3.30	4.39	4.22
30 Year	2052	3.88	3.51	4.20	4.02

YIELD CHANGE IN WEEKLY INDEXES

	SIFMA Muni Swap Index	BBI 20 Bond GO Index	BBI 25 Bond Rev Index
Current	4.06	3.81	4.09
Last Week	4.47	3.84	4.12
1 Year Ago	1.50	3.64	3.92

TEXAS BOND SALES

Bond Sales	August 2022		August 2023		Year-to-Date		30-Day Forward Calendar	
Negotiated	102	\$ 5,930,267,065	105	\$ 8,581,084,934	440	\$ 39,232,256,730	14	\$ 405,780,391
Competitive	63	628,780,000	108	1,709,235,000	456	8,041,730,000	42	402,810,000
Total	165	\$ 6,559,047,065	213	\$ 10,290,319,934	896	\$ 47,273,986,730	56	\$ 808,590,391

RECENT FROST BANK TRANSACTIONS

Through August 2023, Frost Bank served as a Senior Manager on **19** transactions totaling **\$913M** in par and as a Co-Manager on **32** transactions totaling **\$4.2B** in par.

- ▶ Frost Bank's underwriting desk also submitted bids on **11** competitive underwriting transactions.



Yoakum ISD
\$27,465,000
Senior Manager



Pecos ISD
\$288,870,000
Co-Manager



Calallen ISD
\$52,105,000
Senior Manager



SAWS
\$289,165,000
Co-Manager



Duncan Morrow, CFA
Senior Vice President
Capital Markets
Dallas, TX
(214) 515-4529



Kevin Escobar, CTP
Senior Vice President
Capital Markets
San Antonio, TX
(210) 220-5470



Hannah Pinkerton
Quantitative Analyst
Capital Markets
San Antonio, TX
(210) 220-6035

BOND UNDERWRITING UPDATE



CARROLLTON-FARMERS BRANCH ISD UNDERWRITING PERFORMANCE

On July 31, 2023, Frost Bank served as **senior manager** for Carrollton-Farmers Branch ISD on the sale of **\$385,160,000** Unlimited Tax School Building Bonds, Series 2023

- ▶ Frost Bank's liability was 50% or ~\$193 million in par amount
- ▶ As lead bookrunner, Frost Bank submitted **\$456 million** in total orders
- ▶ Frost Bank "priority" orders represented **2.4x** our liability

Summary of Bond Orders

Underwriting Syndicate	Percent Liability	Group Net Orders	Retail Orders	Member Orders	Total Orders
Frost Bank	50%	\$ 451,710,000	\$ -	\$ 4,825,000	\$ 456,535,000
Huntington Securities, Inc.	20%	4,750,000	-	77,000,000	81,750,000
Baird	10%	100,000	35,000	40,635,000	40,770,000
Ramirez & Co., Inc.	10%	4,000,000	100,000	25,000,000	29,100,000
Raymond James	10%	6,425,000	-	39,000,000	45,425,000
	100%	\$ 466,985,000	\$ 135,000	\$ 186,460,000	\$ 653,580,000



CALLEN ISD UNDERWRITING PERFORMANCE

On August 7, 2023, Frost Bank served as **senior manager** for Calallen ISD on the sale of **\$52,105,000** Unlimited Tax School Building Bonds, Series 2023

- ▶ Frost Bank's liability was 50% or ~\$26 million in par amount
- ▶ As lead bookrunner, Frost Bank submitted **\$433 million** in total orders
- ▶ Frost Bank "priority" orders represented **8.3x** par amount
- ▶ Repricing yields were improved for the benefit of the District by up to 11 basis points (0.11%) in 26 of the 30 maturities

Summary of Bond Orders

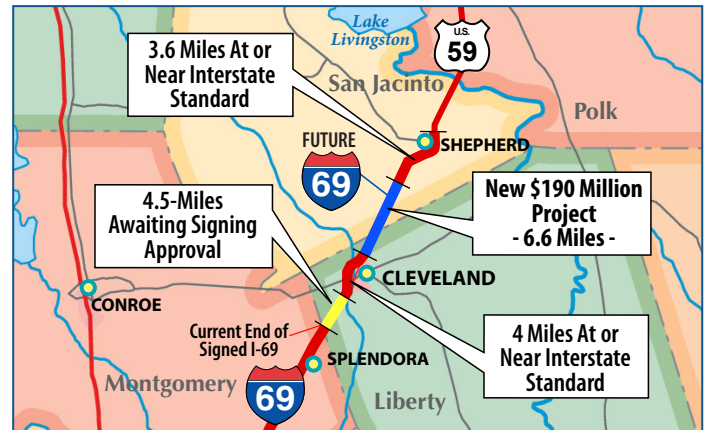
Underwriting Syndicate	Percent Liability	Group Net Orders	Retail Orders	Member Orders	Total Orders
Frost Bank	50%	\$ 432,010,000	\$ 1,000,000	\$ -	\$ 433,010,000
Raymond James & Associates, Inc.	25%	10,915,000	-	14,560,000	25,475,000
Estrada Hinojosa & Co Inc	25%	6,640,000	-	16,260,000	22,900,000
	100%	\$ 449,565,000	\$ 1,000,000	\$ 30,820,000	\$ 481,385,000

September 20, 2023

❑ **\$344 MILLION LAREDO PROJECT** – The Transportation Commission in August awarded a contract to extend I-69W by approximately 4.7 miles in Laredo. At \$344 million this is the largest single project contract so far on the I-69 System in Texas. It compares to \$303 million for the I-69C/I-2 interchange in Pharr, \$258 million for the I-69/I-610 interchange in Houston, \$176 million for the Ricardo Extension in Kleberg County and \$173 million for the Corrigan Relief Route in Polk County. Laredo freeway construction will begin in early 2024 with overpasses at Shiloh, Del Mar, University and Jacaman Road. This section of the US 59 loop is currently a city boulevard. A subsequent project will complete the loop freeway past Laredo International Airport and Lake Casa Blanca International State Park to Saunders St. In the future I-69 will run northeast in rural Webb County toward Victoria.



❑ **NOVEMBER ALLIANCE ANNUAL MEETING** – Mark your calendar for this year's Alliance Annual Meeting and luncheon. It will be held at the Hyatt Regency in downtown Houston on Thursday, November 30th. Watch for registration information coming your way. The keynote speaker will be Transportation Commissioner Alex Meade III of Mission, executive vice president for Texas Regional Bank. If you can be a sponsor or want to direct someone else to take advantage of this sponsorship opportunity, please contact Executive Director Jennifer Shepard (Jennifer@jgshepard.com).



❑ **SAN JACINTO COUNTY PROJECT** – Work will begin in the coming months on what will in a few years be the first section of I-69 to be signed in the TxDOT Lufkin District. A \$190 million contract has been awarded for upgrading 6.6 miles of US 59 to interstate standard between Cleveland and Shepherd. This new section will connect to a 3.6-mile interstate standard section, including the Shepherd Relief Route, completed over the past decade.

❑ **MARSHALL RELIEF ROUTE (Future I-369)** – Friday (9/22) is the deadline for making public comments on the latest project design for the first phase of the SL 390/US 59 Marshall Relief Route. The future I-69 System project includes 5 miles along a new US 59 alignment and 3 miles along I-20 with a combined estimated construction cost of about \$309 million. The current anticipated start of construction is 2028. As part of the environmental review process, a video presentation, project data and maps are available at txdot.gov.

❑ MORE SIGNS OF THE FUTURE

– This year the TxDOT Yoakum District has installed a total of 10 new or replacement "Future Interstate" signs on US 59 and US 77 in Wharton, Jackson and Victoria Counties. The Alliance is encouraging other districts to add these informational signs where appropriate.



❑ **COMMISSIONER BRIEFING** – Thanks to new Transportation Commissioner Steven Alvis of Houston for allowing a small I-69 Alliance delegation an opportunity to introduce him to the Alliance and to provide a briefing on I-69 progress, justification and need. The delegation highlighted the longstanding partnership with TxDOT to advance I-69.

2024 UTP Project Scoring and Prioritization (Categories 2, 4 and 12)



KNOWN DATA

Statewide Priorities and System Needs

Safety 25%

- Fatal/Incap. Crash Rate
- Fatal/Incap. Crash Count
- Overall Crash Rate

Congestion 25%

- 100 Most Congested Roadways
- Congestion Task Force Projects
- Current and Future Volume/Capacity

Connectivity 25%

- National Highway System
- Texas Trunk System
- Texas Freight Network and Freight Mobility Plan Projects
- Key Rural Corridors
- Energy Sector Regions
- Hurricane Evacuation Routes

Preservation 12.5%

- Pavement Condition Score
- Bridge Sufficiency Score

Economy 12.5%

- Population Density
- Employment Density
- Daily Truck Volume
- Freight Volume

50%

Projected Project Performance

Safety 31.4%

- Reduction in crash count
- Reduction in crash rate
- Societal cost savings

Economic Dev. 9.8%

- Average Daily Traffic
- Average Daily Truck Traffic

Preservation 20.9%

- Lane miles improved (Pavement Condition)
- Bridge deck area improved (Bridge Condition)

Environmental 5.2%

- Environmental mitigation cost
- Project scope addresses environment

Congestion 19.2%

- Benefit congestion (delay hours)

Connectivity 13.5%

- Lane miles of new roadway

50%

PREDICTIVE DATA

2024 Unified Transportation Program

August 16, 2023

A Look at the Metrics TxDOT Considers When Scoring and Selecting Which Projects Will Be Funded in the Annual UTP Process

The annual process of developing the next edition of the Unified Transportation Program (UTP) begins each September. Over the next three months projects will be reviewed and scoring will begin. While all these scoring criteria are important in the project selection process, TxDOT and its local partners must also consider other factors when making final funding decisions, including project costs, scheduling concerns, and public input.

2024 UTP Allocations by Category

Category 2 - Metro and Urban Corridor Funding	\$11.5 Billion
Category 4R - Statewide Connectivity (Rural)	\$10.0 Billion
Category 4U - Statewide Connectivity (Urban)	\$ 7.8 Billion
Category 12 - Strategic Priority	\$14.0 Billion
Category 12CL - Strategic Priority (Texas Clear Lanes)	\$ 6.0 Billion

(Allocations over 10 year period)



Alliance for I-69 Texas

Alliance Contacts: Jennifer Shepard, Alliance Executive Director & State Representative - (703) 963-3822; Jennifer@jgshepard.com

Larry Meyers, Washington Representative - (202) 484-2773; LMeyers@hslawmail.com

Don Rodman - State Adviser & Communications - (361) 877-0409; don@therodmanco.com

Judge Sydney Murphy, Alliance Board Chairman - (936) 327-6813; smurphy@co.polk.tx.us

701 Avenida de las Americas, Suite 900, Houston, Texas 77010

September 2023

Edinburg Economic Development Corporation



1,635

Facebook Page Visits



34,367

Facebook Page Reach



71

New Page Likes



13,335

Page Followers

@Edinburgtxedc



2

Profile Visits



1,400

Impressions



50

Total Followers



3

New Followers

@edinburgedc



15

Accounts Engaged



212

Accounts Reached



1,560

Total Followers



22

New Followers

Edinburg Economic Development Corporation (EEDC)



20

Page Views



422

Post Impressions



443

Total Followers



21

New Followers

Edinburg Economic Development Corporation

raudel@edinburgedc.com

edinburgedc.com

956-388-8914

Commercial Permit Values:

New Commercial Permit Value

August 2023: \$2,968,700.00

- Don Donuts – 500 W. Trenton Suite 101 - \$48,700.00
- Club Carwash – 3910 S McColl - \$1,800,000.00
- RGV Tacos El Guero No. 2 – 4835 S Jackson Road - \$700,000.00

Commercial Additions/Repairs Permit Value

August 2023: \$4,651,628.00

- Total Rehab Kids – 1706 W. University Drive - \$700,000.00
- Michaels – 315 E. Trenton Road - \$950,000.00
- De Zavala School – 3615 W. Rogers - \$875,000.00
- Red Square Dental and Orthodontics at Closner – 1615 S Closner Blvd. - \$400,000.00
- Frontier Direct Care – 4023 S McColl Road - 200,000.00
- Truman Elementary – 701 W. Rogers Road - \$1,014,987.00

Multifamily New/Addition/Remodel

August 2023: \$2,990,760.00

- Atwood Village – \$250,000.00 – \$380,000.00 (10 New Building Permits)

		THIS MONTH	THIS YEAR	LAST YEAR
<u>PERMIT VALUATIONS</u> (\$)	THIS MONTH	LAST YEAR	TO DATE	TO DATE
NEW HOMES	15,653,853.00	11,111,715.00	84,100,482.00	68,816,339.00
RES. ALTERATIONS	1,009,168.00	3,970,861.00	8,074,136.00	18,390,478.00
MULTI-FAMILY	2,990,760.00	1,745,585.00	90,428,933.00	21,232,969.00
COMMERCIAL: NEW	2,968,700.00	0.00	89,518,085.00	16,681,013.00
COMM. ALTERATIONS	4,651,628.00	7,287,543.00	33,810,269.00	110,621,994.00
TOTAL	\$ 27,274,109.00	\$ 24,115,704.00	\$ 305,931,905.00	\$ 235,742,793.00

*City of Edinburg Building Permit Values

Subdivisions

Subdivisions under Construction: 63

Number of Lots: 4817

Subdivisions under Construction Review: 34

Number of Lots: 1323

Subdivisions under Preliminary Review: 67

Number of Lots: 1591

*City of Edinburg Engineering Department

Upcoming Conferences

Y Texas Summit 2023

- October 6, 2023
- Arlington, TX

TEDC Annual Conference

- October 11-13, 2023
- Houston, TX
- Attending: Raudel Garza, Sabrina Walker Hernandez, Carlos Garza, Leticia Pantoja

Team Texas Road Show

- October 18-19, 2023
- New York, NY
- Attending: Carlos Garza

Team Texas WESTEC

- November 7-9, 2023
- Long Beach, CA
- Attending: Carlos Garza

Upcoming Events

Prosperity Outlook 2023

- September 28, 2023 8:30-10am
- Location: DHR Conference
- Keynote Speaker: Judge Richard Cortez
- The Edinburg Chamber of Commerce cordially invites you to be a part of their Public Affairs Series by joining us for Prosperity Outlook 2023. Join the Edinburg Chamber as Hidalgo County Judge Richard Cortez delves into vital insights, revealing how community stakeholders can play a pivotal role in narrowing the gap between poverty and prosperity. This occasion promises to unlock the key strategies that will empower us to shape a more vibrant and thriving county through strategic workforce and economic development measures.

Edinburg Fire Dept. “Fired up for Cure - 5K Run & Walk”

- October 7, 2023 @ 7am
- Location: Central Fire Station 212 W. McIntyre St.
- In Memory of Chief Snider

State of the RGV Real Estate Forum

- October 19, 2023 9:00-10:30am
- Location: UTRGV Center for Innovation and Commercialization in Weslaco

COE Library's "Los Muertos Bailan"

- October 21, 2023 5pm-11pm
- Location: Promenade Park Amphitheater

Updates

Retail Live, Austin Tx

- **Networking Success:** Retail Live - South Central provided an excellent platform for networking. With over 100 expanding retailer exhibitors in attendance, I had numerous opportunities to engage with key players in the industry.
- **Edinburg Prospects:** Our primary goal was to identify prospects interested in expanding to Edinburg. I successfully identified over 20 leads and prospects who expressed genuine interest in our region.
- **Informal Atmosphere:** One of the unique aspects of Retail Live is its casual and relaxed atmosphere. This allowed for meaningful and impromptu discussions, making it easier to connect with potential retailers.
- **Trade Show Success:** The four-hour trade show segment was particularly productive. Carlos was able to pitch our sites to retailers on a first-come, first-serve basis, resulting in a high level of engagement and interest.
- **Regional Collaboration:** Our commitment to regional collaboration was evident throughout the event. I engaged with local realtors and property owners both before and after the show to discuss potential sites that align with the preferences and requirements of the leads identified at Retail Live - South Central.

Café con USA, Monterrey Mx

- **Networking Success:** During the event, we had the opportunity to network with a diverse group of individuals and organizations. We made connections with potential partners, investors, and other economic development entities.
- **Promotion of Edinburg EDC:** Our booth at Café Con USA received significant attention and foot traffic. We interacted with approximately 600 registered attendees, and we identified 40 leads who expressed strong interest in exploring opportunities with the Edinburg Economic Development Corporation.
- **Insights and Knowledge Sharing:** The event provided valuable insights into doing business in the USA and Canada. We attended informative sessions, including presentations by Jessica Cavazos, the First Deputy Under Secretary of Commerce for Minority Business Development, and discussions with Arca Continental and a logistics company. These sessions deepened our understanding of the market dynamics in North America.
- **Inauguration of Café Con USA:** The inauguration of Café Con USA at the World Trade Center Monterrey was a significant milestone. It marked the beginning of a platform that will facilitate cross-border trade and investment.
- **Promotion of Binational Collaboration:** We were able to emphasize the importance of binational collaboration and the role that the Edinburg EDC can play in connecting Mexican companies with opportunities in the USA. This message resonated well with the attendees.

South Texas International Film Festival

- EEDC and staff attended the STXIFF Luncheon and Gala. EEDC was able to meet the celebrities and have lunch with them. In the evening, EEDC attended the Red Carpet Gala where awards were given to winners for their filmmaking projects.



Edinburg Economic Development Corporation

Meeting Date: September 26, 2023

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

1. Agenda Item:

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

2. Description/Scope:

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:

FY 2023-2024

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: September 26, 2023

Consider approval of Minutes for Board Meetings held on
August 9, 2023 and August 28, 2023.

1. Agenda Item:

Consider approval of Minutes for Board Meetings held on August 9, 2023 and August 28, 2023.

2. Description/Scope:

Board meeting minutes are reviewed by Executive Director, Raudel Garza, and approved by the EEDC Board on a monthly basis.

3. Estimated Timeline:

N/A

4. Budget:

N/A

5. Procurement/Selection Process:

N/A

6. Staff's Recommendation:

Staff recommends approval.

7. Justification:

N/A

Raudel Garza, Edinburg
EDC Executive Director

ATTACHMENTS

Attachment A: EEDC Minutes 8-9-2023

Attachment B: EEDC Minutes 8-28-2023

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

AUGUST 9, 2023

BUDGET WORK SESSION AGENDA
3:00 PM

PRESENT: Veronica Gonzales, President
Roland Gomez, Vice President
Raul Resendez, Secretary
Daniel “Dan” Diaz, Councilmember
Sabrina Walker Hernandez, Director
Eddie Garza, Director

ABSENT: Aaron “Ronny” Rivera, Treasurer

STAFF: Raudel Garza, Executive Director
Jacqueline Guerra, Administrative Specialist
Leticia Pantoja, Project Manager
Carlos Garza, Project Manager
Omar Ochoa, City Attorney

1. CALL TO ORDER, ESTABLISH QUORUM

President, Veronica Gonzales, called the meeting to order.

Raudel Garza, Edinburg EDC Executive Director, proceeded to roll call and established quorum. For record, Treasurer Aaron Rivera, was absent.

A. Pledge of Allegiance

2. CERTIFICATION OF PUBLIC NOTICE

Mr. Garza confirmed the public notice was posted in accordance with the Texas Open Meetings Act, on August 4, 2023 at 5:00 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.

There were no conflicts of interest disclosed.

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.

There were no public comments.

5. BUDGET

A. Review FY 22-23 Budget

Executive Director, Raudel Garza, proceeded to present a power point of the current FY22-23 Budget. He explained Revenues, Sales Tax Revenues, Administrative Expenses, Programs, Projects, Bond Projects and Debt Service. President Veronica Gonzales raised a question about Grant Writer services. Mr. Garza confirmed that the EDC has access to a Grant Writer through the City. He explained that EDC staff has been meeting with the Grants department regarding potential Grant opportunities for the EDC.

Furthermore, Mr. Garza introduced a new program that he would like to implement called the Façade and Lot Improvement Program (FLIP). Secretary Raul Resendez raised a question about the \$500,000 Economic Development Incentives that have not been used. Mr. Garza explained that those funds will carry on to the next year. Additionally, he clarified that other funds pertaining to certain projects were not going to be expended this year and will also carry over. In the end, Mr. Garza presented Projected Revenues of \$25.6 M, Projected Expenditures of \$8.8M and a Projected Surplus of \$16.8 M.

NO MOTION OR ACTION WAS NEEDED FOR THIS ITEM.

B. Review Bond Projects

Assistant City Manager Tom Reyna proceeded to address the Board and present a power point on updates regarding Bond Projects for the ACE Building, Downtown Parking Garage and El Tule. He explained that the ACE Building is 49% completed and the estimated time of completion is May 2024. For the Downtown Parking Garage, Plans are expected to be fully completed by September 2023, construction starts in February 2024 and the Project is expected to be completed by May 2025. Furthermore, El Tule is 98% completed and the estimated time of completion for this project is August 28, 2023. President Veronica Gonzales asked if there was a penalty clause in the contract if projects were not completed on time. Mr. Reyna confirmed that there is one and that he would explain how that works at a later time.

NO MOTION OR ACTION WAS NEEDED FOR THIS ITEM.

C. Discuss the Strategic Planning Process and Development of a Plan

Executive Director Raudel Garza proceeded to present to the Board a Strategic Plan. He explained that the plan helps us focus on the things that are most important to the Board and the EDC staff will follow. The Board raised some questions regarding the plan. Mr. Garza advised that for this item he wanted to mention the Strategic Plan and not necessarily create it within the next few weeks. However, in the near future he would like to have a Board retreat to plan for the long-term goals of the EDC and the community.

NO MOTION OR ACTION WAS NEEDED FOR THIS ITEM.

D. Discuss Program of Work for FY23-24

Executive Director Raudel Garza presented to the Board a draft of the Program of Work. Key priorities that need to be completed are Bond Projects, Transit Center, Cano Warehouse, Mid-Town Development, North Industrial Park, South Texas International Airport.

Aviation Director Eddie Velarde then proceeded to address the Board with a presentation regarding the Airport. The Board raised some questions regarding the improvements and extension of runway of the Airport. Assistant City Manager approached the Board and helped answer some of their questions. Once the Airport presentation was over, Mr. Garza continued to talk about the rest of the key priorities. For example, additional industrial property development, Retail Attractions, Small Businesses Program, Downtown Revitalization Program, Healthcare/Research Facilities, Back Office recruitment, Workforce Development, Business Retention/Expansion, Strategic Planning, Staffing. President Veronica Gonzales

advised the Board to review the items mentioned and provide any input to EDC Staff. Mr. Garza advised that he would add that input and compile all the information into one document for the Board to review before the Program of Work gets adopted.

NO MOTION OR ACTION WAS NEEDED FOR THIS ITEM.

E. Discuss FY23-24 Budget & Goal Setting

Executive Director Raudel Garza gave a quick overview of the FY 23-24 Budget & Goal Setting and advised that he would put together information and provide it to the Board at a later time.

NO MOTION OR ACTION WAS NEEDED FOR THIS ITEM.

6. EXECUTIVE SESSION

The board entered executive session at 5:09 pm.

MOTION TO ENTER EXECUTIVE SESSION WAS MADE BY COUNCILMEMBER DANIEL DIAZ AND SECONDED BY DIRECTOR EDDIE GARZA. MOTION CARRIED UNANIMOUSLY.

The EEDC board convened 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 551.071, CONSULTATION WITH ATTORNEY**
- **SECTION 551.072, DELIBERATION REGARDING REAL PROPERTY**
- **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 and possible action regarding economic development negotiations (Review Economic Development Projects: Born Again, SWAP, Choo Choo, Water Monster, Fly Away, Office Space, Workforce Resource Center, NIP). (§551.087 Deliberation Regarding Economic Development Negotiations; §551.072. Deliberation Regarding Real Property; §551.071 Consultation with Attorney; Closed Meeting.)

B. Deliberation on Personnel Matters (§551.074 Personnel Matters; §551.071 Consultation with Attorney; Closed Meeting).

C. Discussion and possible action regarding potential litigation. Santana Textiles (§551.071 Consultation with Attorney; Closed Meeting).

7. **OPEN SESSION**

The EEDC convened in Open Session to take necessary action, 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 6:08 PM.

For record, Secretary Raul Resendez left during Executive Session.

NO ACTION WAS NEEDED FOR EXECUTIVE SESSION.

8. **ADJOURNMENT**

There being no further business to consider, the meeting adjourned at 6:09 pm.

**MOTION TO ADJOURN MEETING WAS MADE BY
COUNCILMEMBER DANIEL DIAZ AND SECONDED BY VICE
PRESIDENT ROLAND GOMEZ. MOTION CARRIED UNANIMOUSLY.**

Minutes Transcribed by:

Jacqueline Guerra, Administrative Specialist, Edinburg Economic Development Corporation

The board of directors approved the meeting minutes on _____, 2023.

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

AUGUST 28, 2023

SPECIAL MEETING AGENDA

5:30 PM

PRESENT: Veronica Gonzales, President
Roland Gomez, Vice President
Raul Resendez, Secretary
Aaron “Ronny” Rivera, Treasurer
Daniel “Dan” Diaz, Councilmember
Sabrina Walker Hernandez, Director
Eddie Garza, Director

STAFF: Raudel Garza, Executive Director
Carlos Garza, Project Manager
Omar Ochoa, City Attorney

1. CALL TO ORDER, ESTABLISH QUORUM

President, Veronica Gonzales, called the meeting to order at 5:31pm.

Raudel Garza, Edinburg EDC Executive Director, proceeded to roll call and established quorum. For record, Councilmember Daniel Diaz arrived later to the meeting.

A. Pledge of Allegiance

2. CERTIFICATION OF PUBLIC NOTICE

Mr. Garza confirmed the public notice was posted in accordance with the Texas Open Meetings Act, on August 25, 2023 at 2:30 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.

There were no conflicts of interest disclosed.

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.

There were no public comments.

5. DIRECTOR'S REPORT

A. Economic Development Report

Mr. Garza provided an update on Labor Market Report and stated that the unemployment rate is 5.2% and Edinburg continues to have the second lowest unemployment rate in the Valley.

He proceeded to give updates on the Alliance for I-69 Texas, Social Media stats and Commercial/Residential Permit Values at \$278M to date, surpassing last year's totals.

Lastly, Mr. Garza advised the board on upcoming Conferences and Events. He stated that the Economic Summit was a successful event.

6. SPECIAL AGENDA ITEMS

A. Consider Approval of Minutes for Board Meetings held on July 12, 2023 and July 25, 2023.

MOTION TO APPROVE MINUTES WAS MADE BY DIRECTOR SABRINA WALKER HERNANDEZ AND SECONDED BY SECRETARY RAUL RESENDEZ. MOTION CARRIED UNANIMOUSLY.

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

President & CEO of VIDA, Felida Villarreal, proceeded to present an update on VIDA. Mrs. Villarreal asked for the Board's consideration of funding in the amount of \$100,000 for fiscal year 2024. She stated that VIDA would provide a match of \$50,000 for a total project amount of \$150,000 that would serve a minimum 30 Edinburg residents. The board raised some questions regarding the student's status after graduation. Mrs. Villarreal advised that she would provide the information in a report and advised that VIDA uses a software to track the students' progress during and after graduation. President Veronica Gonzales advised that they would wait on Mrs. Villarreal's report to decide on this item.

NO MOTION OR ACTION WAS TAKEN FOR THIS ITEM.

C. Consider accepting the Edinburg EDC 2022 Audit.

Ricky Longoria, CPA, CFE and Luis Lopez, CPA with the Burton, McCumber & Longoria LLP firm, proceeded to present the Edinburg EDC Audit for fiscal year 2022.

MOTION TO APPROVE 2022 AUDIT WAS MADE BY COUNCILMEMBER DANIEL DIAZ AND SECONDED BY TREASURER AARON RIVERA. MOTION CARRIED UNANIMOUSLY.

D. Consider approval of request from the Museum of South Texas History to sponsor Fandango 2023.

Executive Director Raudel Garza advised that Fandango 2023 is a community event where EDC can show presence and meet potential prospects. He recommended sponsorship in the amount of \$1,600.

MOTION TO APPROVE SPONSORSHIP OF \$1,600 WAS MADE BY DIRECTOR EDDIE GARZA AND SECONDED BY VICE PRESIDENT ROLAND GOMEZ. MOTION CARRIED UNANIMOUSLY.

E. Presentation of year-to-date Financial Report ending on July 31, 2023.

Executive Director Raudel Garza recommended to “pass” on this item and advised that he would put the Financials in a format that would be acceptable to the Board and present it next month.

MOTION TO TABLE THIS ITEM WAS MADE BY COUNCILMEMBER DANIEL DIAZ AND SECONDED BY SECRETARY RAUL RESENDEZ. MOTION CARRIED UNANIMOUSLY.

MOTION TO MOVE ITEMS F, G AND H TO EXECUTIVE SESSION WAS MADE BY COUNCILMEMBER DANIEL DIAZ AND SECONDED BY DIRECTOR EDDIE GARZA.

F. Discuss and consider approval of the Edinburg Economic Development Corporation’s Personnel Compensation Plan for Fiscal Year 2023-2024.

G. Consider and approve the FY24 Staffing Services Agreement between the City of Edinburg and Edinburg Economic Development Corporation.

H. Consider approval of the Edinburg EDC FY24 Budget and Program of Work.

7. EXECUTIVE SESSION

At this time the board entered executive session.

MOTION TO ENTER EXECUTIVE SESSION WAS MADE BY COUNCILMEMBER DANIEL DIAZ AND SECONDED BY DIRECTOR EDDIE GARZA. MOTION CARRIED UNANIMOUSLY.

The EEDC board convened 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 551.071, CONSULTATION WITH ATTORNEY**
- **SECTION 551.072, DELIBERATION REGARDING REAL PROPERTY**
- **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 and possible action regarding economic development negotiations (Review Economic Development Projects: El Tule, Stretch, Water Monster, Pony, Aluminum Foil Office Space, Workforce Resource Center, NIP, Cano Warehouse, Food Truck Park). (§551.087 Deliberation Regarding Economic Development Negotiations; §551.072. Deliberation Regarding Real Property; §551.071 Consultation with Attorney; Closed Meeting.)
- B. Discussion and possible action regarding potential litigation. Santana Textiles (§551.071 Consultation with Attorney; Closed Meeting).
- C. Discussion and possible action regarding Employment Matters (§551.074 Personnel Matters; Closed Meeting and §551.071 Consultation with Attorney; Closed Meeting).

8. OPEN SESSION

The EEDC convened in Open Session to take necessary action, 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 9:42 p.m.

MOTION TO ENTER OPEN SESSION WAS MADE BY COUNCILMEMBER DANIEL DIAZ AND SECONDED BY VICE PRESIDENT ROLAND GOMEZ. MOTION CARRIED UNANIMOUSLY.

MOTION TO APPROVE ITEM “6F” AS DISCUSSED IN EXECUTIVE SESSION WAS MADE BY COUNCILMEMBER DANIEL DIAZ AND SECONDED BY VICE PRESIDENT ROLAND GOMEZ. MOTION CARRIED UNANIMOUSLY.

NO MOTION OR ACTION WAS TAKEN ON ITEM “6G”.

MOTION TO APPROVE ITEMS “7A. 1 (EL TULE), 3 (WATER MONSTER), 4 (PONY), 5 (ALUMINUM FOIL), 6 (OFFICE SPACE), 8 (NORTH INDUSTRIAL PARK), 9 (CANO WAREHOUSE), 10 (FOOD TRUCK PARK)” AS DISCUSSED IN EXECUTIVE SESSION WAS MADE BY COUNCILMEMBER DANIEL DIAZ AND SECONDED BY VICE PRESIDENT ROLAND GOMEZ. MOTION CARRIED UNANIMOUSLY.

MOTION TO APPROVE ITEMS “7B” AS DISCUSSED IN EXECUTIVE SESSION WAS MADE BY TREASURER AARON RIVERA AND SECONDED BY DIRECTOR EDDIE GARZA. MOTION CARRIED UNANIMOUSLY.

NO MOTION OR ACTION WAS TAKEN ON ITEM “7C”.

At this time Executive Director gave a presentation on item “H” EDC Budget and Program of Work for fiscal year 2024.

MOTION TO APPROVE THE EDC FY24 BUDGET & PROGRAM OF WORK WAS MADE BY TREASURER AARON RIVERA AND SECONDED BY DIRECTOR EDDIE GARZA. MOTION CARRIED UNANIMOUSLY.

9. ADJOURNMENT

There being no further business to consider, the meeting adjourned.

MOTION TO ADJOURN MEETING WAS MADE BY COUNCILMEMBER DANIEL DIAZ AND SECONDED BY VICE PRESIDENT ROLAND GOMEZ. MOTION CARRIED UNANIMOUSLY.

Minutes Transcribed by:

Jacqueline Guerra, Administrative Specialist, Edinburg Economic Development Corporation

The board of directors approved the meeting minutes on _____, 2023.

EDINBURG ECONOMIC DEVELOPMENT CORPORATION:

Raul Resendez, Edinburg EDC Secretary

Edinburg Economic Development Corporation

Meeting Date: September 26, 2023

Consider approval of the Edinburg Economic Development Corporation's Investment Policy.

1. Agenda Item:

Consider approval of the Edinburg Economic Development Corporation's Investment Policy.

2. Description/Scope:

The Public Funds Investment Act (Government Code Chapter 2256) provides public entities in Texas with specific parameters related to the administration of investments. These parameters include a requirement for the entity's governing body to review and approve the entity's investment policy and investment strategies not less than annually, sets forth training

requirements for the entity's investment officers and requires the investment officers to prepare and submit to the governing body an investment report not less than quarterly.

The investment policy must be approved by the Board annually.

3. Estimated Timeline:

4. Budget:

5. Procurement/Selection Process:

6. Staff's Recommendation:

Staff recommends approval.

7. Justification:

Per the By-Laws, the EEDC "shall adopt an investment policy, not inconsistent with the requirements of the Texas Constitution and Statutes of the State of Texas."

The policy herein is a mirror of the City's investment policy with slight deviations on the responsible investment officers. It is intentionally conservative in nature.

Raudel Garza, Edinburg
EDC Executive Director

ATTACHMENTS

Attachment A: EEDC Investment Policy

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



INVESTMENT POLICY

1.0 POLICY

It is the policy of the Edinburg Economic Development Corporation (the "EEDC") to invest public funds in a manner which will provide the highest reasonable investment return with the maximum security while meeting the daily cash flow demands of the EEDC and conforming to all state and local statutes governing the investment of public funds. This policy serves to satisfy the statutory requirements of defining and adopting a formal investment policy. The policy and strategy shall be reviewed by the EEDC Board annually. Any modifications will be formally approved by the EEDC Board. This investment policy, as approved, is in compliance with the provisions of the Public Funds Investment Act of the Texas Government Code Chapter 2256 (Public Funds Investment Act, PFIA). This investment policy addresses the methods, procedures, and practices that must be exercised to ensure effective and judicious fiscal management of EEDC's funds.

2.0 SCOPE

This Investment Policy applies to all aspects of investing the financial assets of the EEDC. These funds are accounted for in the EEDC's Comprehensive Annual Financial Report and include (but are not limited to): General Fund, Special Revenue Funds, Debt Service Funds, Capital Project Funds, Enterprise Funds, Trust and Agency Funds. These funds, as well as funds that may be created from time-to-time, shall be administered in accordance with the provisions of these policies, unless specifically exempted or excluded. All funds will be pooled for investment purposes. The strategy developed for this pooled fund group will address the varying needs, goals, and objectives of each fund.

This policy shall not govern funds which are managed under separate investment programs in accordance with Section 2256.004 of the Public Fund investment act. Such funds currently include Retirement/Pension Fund and Deferred Compensation Fund.

3.0 PRUDENCE

Investments shall be made with judgment and care - under circumstances then prevailing - which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived. The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal liability for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

OBJECTIVES

The primary objectives, in priority order, of the EEDC's investment activities are as follows:

3.1 Safety

Safety of principal, to maintain liquidity, and to maximize financial returns within current market conditions in accordance with this policy is the foremost objective of the investment program. Investments of the EEDC shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio. The EEDC shall seek to control the risk of loss due to the failure of a security issuer or guarantor by investing in high credit quality securities, by qualifying and monitoring financial counter-parties, through adequate collateralization, through diversification, and by establishing maximum maturities and weighted average maturities.

3.2 Liquidity and Maturity

The EEDC's investment portfolio will remain sufficiently liquid to enable the EEDC to meet operating requirements that might be reasonably anticipated. Liquidity shall be achieved by matching investment maturities with forecasted cash flow requirements and by investing in securities with active secondary markets. Any internally created pool fund group of the EEDC shall have a maximum dollar weighted maturity of 180 days. The maximum allowable stated maturity of any other individual investment owned by the EEDC shall not exceed two years (2) from the time of purchase. The Board may specifically authorize a longer maturity for a given investment, within legal limits.

3.3 Diversification

Whenever practical, assets held in the portfolio(s) shall be diversified in terms of investment instruments, maturity scheduling, and financial institutions to reduce risk of loss resulting from overconcentration of assets in a specific class of investments, specific maturity, or specific issuer.

3.4 Yield

The EEDC's cash management portfolio shall be designed with the objective of regularly exceeding the average rate of return on six-month U.S. Treasury Bills. The investment program shall seek to augment returns above this threshold consistent with risk limitations identified herein and prudent investment principles.

3.5 Investment Management

In accordance with Government Code 2256.005(b)(3), the quality and capability of investment management for EEDC funds shall be in accordance with the standard of care, investment training, and other requirements set forth in Government Code Chapter 2256.

4.0 INVESTMENT STRATEGY

Investments of the following fund categories shall be consistent with this policy and in accordance with the applicable strategy defined below. All strategies described below for the investment of a particular fund should be based on an understanding of the suitability of an investment of the financial requirements of the EEDC and consider preservation and safety of principal, liquidity, marketability of an investment.

- A. The investment strategy for operating, enterprise and special revenue funds has as its primary objective assurance that anticipated liabilities are matched and adequate investment liquidity provided. The secondary objective is to create a portfolio structure which will experience minimal volatility. This may be accomplished by purchasing high quality, short- to medium-term maturity securities which will complement each other in a ladder maturity structure permitting some extension for yield enhancement.
- B. The investment strategy for debt service funds shall have as its primary objective the assurance of available funds adequate to fund the debt service obligations on a timely basis. Successive debt service dates will be fully funded before extension.
- C. The investment strategy for capital projects or capital project funds will have as its primary objective assurance that anticipated cash flows are matched and provide adequate investment liquidity. The stated final maturity dates of securities held may not exceed the estimated project completion date.

The EEDC shall pursue an active versus a passive portfolio management strategy. That is, securities may be sold before they mature if market conditions present an opportunity for the EEDC to benefit from the trade.

5.0 DELEGATION OF AUTHORITY AND RESPONSIBILITIES

There is hereby created an Investment Committee, consisting of the Executive Director or his designee and the Director of Finance. The Investment Committee shall meet at least quarterly to determine general strategies and to monitor results. The Investment Committee shall be authorized to invite advisors to the meetings as needed including, but not limited to, the EEDC Attorney, the EEDC Board, or outside advisors.

The Executive Director and the Director of Finance are hereby designated as "Investment Officers" pursuant to the Public Funds Investment Act Section 2256.005 Subsection F. All persons involved in investment activities will be referred to as "Investment Officers." The Investment Officers shall establish written procedures for the operation of the investment program consistent with this Investment Policy. Procedures should include safekeeping controls, documentation, internal controls, repurchase agreements, wire transfers, banking service contracts and collateral/depository agreements. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Director of Finance. The Director of Finance shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

The investment officers shall receive at least 10 hours of investment training relating to their investment responsibilities, as described by the Public Funds Investment Act, at least once every two (2) years. This training must be provided by an independent source which has been approved by the investment committee. At least one training session must be completed by the investment officer within twelve months of assuming their duties. The training must include, but is not limited to, education in investment controls, security risks, strategy risks, market risks, and compliance with the Public Funds Investment Act.

In conjunction with its annual financial audit, the EEDC shall require a compliance audit of management controls of investments and adherence to this policy.

6.0 ETHICS AND CONFLICT OF INTEREST

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the Executive Director any material financial interests in financial institutions that conduct business within their jurisdiction, and they shall further disclose any personal financial/investment relationships that could impact the performance of the EEDC's investment portfolio. If an Investment Officer has a personal relationship as defined in the Act with a business organization engaging in investment transactions with the EEDC, the Investment Officer must disclose the relationship and file a disclosure with the City Secretary and the Texas Ethics Commission if:

- A) The investment officer has a personal business relationship with a business organization offering to engage in an investment transaction with the EEDC shall file a statement disclosing that personal business interest.
- B) The investment officer is related within the second degree by affinity of consanguinity, as determined under Chapter 573 of the Texas Government Code, to an individual seeking to sell an investment business with the EEDC shall file a statement disclosing that relationship. An investment officer has a personal business relationship with a business organization if:
 - o The investment officer owns 10 percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization;
 - o Funds received by the investment officer from the business organization exceed 10 percent of the investment officer's gross income for the previous year; or
 - o The investment officer has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for the personal account of the investment officer.

7.0 AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

The Director of Finance will maintain a list of Board authorized broker/dealers, financial institutions, money market mutual funds and local government investment pools offering to engage in an investment transaction with the EEDC. An annual review of the services provided, financial condition and registrations of these firms will be conducted by the Director of Finance and a list of firms submitted to the Board for approval at least once a year. Broker/dealers may include "primary" dealers as defined by the New York Federal Reserve or regional dealers. Financial institutions shall be qualified public depositories as designated by state law.

All firms desiring to transact investment transactions with the EEDC must complete the EEDC's internal questionnaire and execute a Policy Certification (Appendix A) before any transaction. A current audited financial statement is required to be on file for each firm. A written copy of this investment policy shall be presented to any person or firm seeking to sell to the EEDC any investment. An authorized representative of the business organization seeking to sell an investment shall execute a written instrument substantially to the effect that the registered principal has: (1) received and thoroughly reviewed the EEDC's investment policy; and (2) acknowledged that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment

activities arising out of investment transactions conducted between the EEDC and the organization. The EEDC's investment officers are expressly prohibited from buying any security from a person or firm which has not delivered a document that complies with the requirements of this section of the investment policy to the EEDC.

8.0 AUTHORIZED INVESTMENTS

Following is a list of investments that are authorized by this policy for inclusion in the EEDC's portfolio of investments:

- 8.1** Obligations of, or guaranteed by, governmental entities as permitted by Government Code 2256.009
- 8.2** Certificates of deposit and share certificates as permitted by Government Code 2256.010.
- 8.3** Fully collateralized repurchase agreements permitted by Government Code 2256.011.
- 8.4** A securities lending program as permitted by Government Code 2256.0115.
- 8.5** Banker's acceptances as permitted by Government Code 2256.012.
- 8.6** Commercial paper as permitted by Government Code 2256.013.
- 8.7** No-load mutual funds, except for bond proceeds, and no-load money market mutual funds, as permitted by Government Code 2256.014.
- 8.8** A guaranteed investment contract as an investment vehicle for bond proceeds, provided it meets the criteria and eligibility requirements established by Government Code 2256.015.
- 8.9** Public funds investment pools as permitted by Government Code 2256.016.

Competitive Bidding Requirement

All investment transactions will be made on a competitive bid/offer basis. It is the policy of the EEDC to require competitive bidding for all individual security purchases except for those transactions with money market mutual funds and local government investment pools which are deemed to be made at prevailing market rates. At least three bids/offers must be obtained. Bids may be solicited in any manner provided by law. For those situations where it may be impractical or unreasonable to receive three bids for a transaction due to a rapidly changing market environment or to secondary market availability, documentation of a competitive market survey of comparable securities or an explanation of the specific circumstance must be included with the bid document. All bids received must be documented and filed for auditing purposes.

Monitoring Market Prices

The investment officer shall monitor the investment portfolio and shall keep EEDC Board informed of significant changes in the market value of the EEDC's investment portfolio. Information sources may include financial/investment publications and electronic media, available software for tracking investments, depository banks, commercial or investment banks, financial advisers, and representatives/ advisers of investment pools or money market funds. Monitoring shall be done at least quarterly, as required by law, and more often as economic conditions warrant by using appropriate reports, indices, or benchmarks for the type of investment.

Monitoring Rating Changes

The investment officer shall develop a procedure to monitor changes in investment ratings and to liquidate investments that do not maintain satisfactory ratings.

A public funds investment pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service.

Effect of Loss Required Rating

An investment that requires a minimum rating does not qualify as authorized investment during the period the investment does not have the minimum rating. The EEDC shall take all prudent measures that are consistent with its investment policy to liquidate an investment that does not have the minimum rating.

10.0 COLLATERALIZATION

In accordance with state law and the depository contract, all demand deposits and all time deposits will be collateralized by the pledging of investment securities or irrevocable letters of credits. The Executive Director and/or Director of Finance or his designee must approve the security prior to its pledging. Pledged securities shall always be held by a third party and evidenced by a current safekeeping receipt.

11.0 DELIVERY VERSUS PAYMENT

All security transactions, including collateral for repurchase agreements, shall be conducted on a delivery-versus-payment (DVP) basis. Securities shall be held by a third party custodian approved by the Director of Finance and evidenced by original safekeeping receipts.

12.0 DIVERSIFICATION

The EEDC shall diversify its portfolio by security type and institution. The EEDC will diversify to reduce reliance on any one issuer or financial institution. Risk of principal loss in the portfolio as a whole shall be minimized by diversifying investment types according to the following limitations.

<u>Investment Type</u>	<u>% of Portfolio</u>
U.S. Treasury Notes/Bonds/Bills	90%
U.S. Government Agencies Certificates of Deposit	80%
Limit per financial institution	50%
Repurchase Agreements	10%
Flex repurchase agreements by bond issue	20%
Money Market Mutual Funds	100%
Local Government Investment Pools	25%
	100%

13.0 MAXIMUM MATURITIES

To the extent possible, the EEDC will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the EEDC will not invest in securities maturing more than two (2) years from the date of purchase.

14.0 PERFORMANCE STANDARDS

The investment portfolio shall be designed with the objective of obtaining a reasonable yield throughout budgetary and economic cycles, commensurate with the investment risk constraint and the cash flow requirements. The benchmark established for the portfolio in keeping with the cash flow requirements of the EEDC shall be the six month U.S. Treasury Bill.

15.0 REPORTING

The Investment Officers shall provide a report on investment activity and returns to the EEDC Board in the quarterly financial report. Investment performance will be monitored and evaluated by the Investment Officers on a quarterly basis. This investment report shall be in compliance with the Act and include, at a minimum:

- 1) Describe in detail the investment position of the entity on the date of the report;
- 2) Be prepared jointly by all investment officers and be signed by each investment officer;
- 3) Contain a summary statement of each pooled fund group that states the:
 - Beginning market value for the period;
 - Ending market value for the period; and
 - Fully accrued interest for the reporting period;
- 4) State the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested;
- 5) State the maturity date of each separately invested asset that has a maturity date;
- 6) State the account of fund or pooled group fund in the state agency or local government for which each individual investment was acquired;
- 7) State the six month U.S. Treasury Bill rate of return percentage to be used as the benchmark in comparison with the EEDC's investments.

Prices used for the calculation of market values will be obtained from independent sources. An example of the report is included in Appendix D.

Quarterly reports must be formally reviewed at least annually by an independent auditor and reported to EEDC Board.

16.0 INVESTMENT POLICY ADOPTION

The Investment Policy shall be adopted by resolution of the EEDC Board on no less than an annual basis. Any changes to the Policy shall be reflected in the approving resolution of the Board.

17.0 INTERNAL CONTROLS

The Director of Finance shall establish a process for annual independent review by an external auditor in conjunction with the annual audit to assure compliance with policies and procedures.

18.0 EXEMPTION FOR EXISTING INVESTMENTS

The EEDC is not required to liquidate investments that were authorized investments at the time of purchase.

APPENDIX A:

EDINBURG EDC INVESTMENT

POLICY CERTIFICATION

This certification is executed on behalf of the Edinburg Economic Development Corporation (the "EEDC") and the "Firm" pursuant to the Public Funds Investment Act, Chapter 2256, Texas Government Code in relation to investment transactions conducted between the EEDC and the Firm.

As the authorized representative of the Firm I hereby acknowledge that I have received and reviewed the attached Investment Policy of the Edinburg Economic Development Corporation.

I hereby further acknowledge that the Firm has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the EEDC and the Firm not authorized by the Investment Policy, except to the extent that this authorization is dependent on analysis of the makeup of the EEDC's entire portfolio or requires an interpretation of subjective investment standards.

Firm Name: _____

Address: _____

Account Representative: _____

Title: _____

Signature _____

Date _____

Edinburg Economic Development Corporation

Meeting Date: September 26, 2023

Consider approval of the Fiscal Year 2023-2024 Staffing Services Agreement between the City of Edinburg and Edinburg Economic Development Corporation.

1. Agenda Item:

Consider approval of the Fiscal Year 2023-2024 Staffing Services Agreement between the City of Edinburg and Edinburg Economic Development Corporation.

2. Description/Scope:

City of Edinburg provides the EEDC with services as listed below. The amount for these administrative services is \$500,00 and is the same as last year. The City shall submit invoices quarterly to the EDC and reimbursement shall be due within 30 days.

These services include:

- Accounting and financial services; including but not limited to monthly financial statements.
- Human Resources services, including payroll and benefits management;
- Legal services;
- Information technology services; and
- Media and communications services.

The Agreement must be approved annually by the EDC Board and City Council.

3. Estimated Timeline:

The term of this agreement shall be October 1, 2023 to September 30, 2024.

4. Budget:

The EDC FY 2023-2024 budget includes \$500,000 for administrative services.

5. Procurement/Selection Process:

N/A

6. Staff's Recommendation:

Staff recommends approval.

7. Justification:

The amount of \$500,00 is a portion of the EDC Sales Tax and may be used to pay administrative costs provided by City services to the EEDC.

ATTACHMENTS

Attachment A: COE-EEDC Services Agreement FY 2024

Approved: _____

Not Approved: _____

Tabled: _____

No Action: _____

**STAFFING SERVICES AGREEMENT
EDINBURG ECONOMIC DEVELOPMENT CORPORATION
AND CITY OF EDINBURG, TEXAS FY 2024~~3~~**

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

This Staffing Services Agreement (“Agreement”) is made and entered into by and between the City of Edinburg, Texas (the “City”) and the Edinburg Economic Development Corporation (“EDC”).

WHEREAS, pursuant to The Texas Development Corporation Act, Texas Local Government Code Chapters 501, 502 and 505 (the “Act”), the City created the EDC and collects, on behalf of the EDC, an additional sales and use tax of which a portion may be used by the EDC to pay certain administrative costs; and

WHEREAS, the EDC desires to utilize certain services and support of City staff in furtherance of its work to promote economy and efficiency in the use of the additional sales tax revenues it receives; and

WHEREAS, the City has determined that providing certain personnel and services to the EDC will be mutually beneficial to the City and the EDC, will promote local economic development, and stimulate business and commercial activity within the City, all in furtherance of the purposes of the EDC; now, therefore,

FOR AND IN CONSIDERATION of the mutual covenants, agreements, and benefits accruing herein to each party, the City and the EDC hereby agree as follows:

1. **Services**

The EDC shall utilize City employees to perform the following services for and on behalf of the EDC:

- a. Accounting and financial services, including but not limited to monthly financial statements acceptable to the Board;
- b. Human Resources services, including payroll and benefits management;
- c. Legal services;
- d. Information technology services; and
- e. Media and communications services.

2. **Responsibility Conflicts**

The City and EDC acknowledge that from time to time conflicts between a city employee’s primary responsibilities to the City and requests for services from the EDC may arise. ~~Subject to the authority of the City Manager, the performance of City services shall have priority.~~ The City

and the EDC encourage employees to bring conflicts to the attention of the City Manager, who shall consult with the EDC Executive Director as necessary to prioritize demands and resolve any conflicts. If such conflicts cannot be resolved through informal discussions, the EDC may provide written notice to the City and provide the City a period to cure of 30 days. If responsibility conflicts continue past this cure period and result in material loss or hardship to the EDC, the EDC may terminate the Services listed above that are the reason for the material loss or hardship and the EDC shall no longer be required to pay for such Services for the remainder of the term.

City employees performing services for the EDC are subject to applicable City policies at all times.

3. Facilities and Equipment

The City shall provide facilities and equipment for the EDC's use when requested by the EDC. The City Manager shall consult with the EDC Executive Director as necessary to assign and schedule such facilities and equipment.

4. Consideration

Subject to the conflicts provision above, The EDC agrees to pay a sum of \$500,000 for services to be performed for FY 2024~~2~~. This amount is based on the City's reasonable estimate for time City employees are anticipated to spend performing services on behalf of the EDC and the EDC's use of City facilities and equipment during the term of this Agreement. City shall submit invoices quarterly to the EDC and reimbursement shall be due within 30 days.

5. Term

The term of this Agreement shall be October 1, 2023, to September 30, 2024.

6. Notice

All notices and communications regarding the term of this Agreement to any party shall be in writing. If mailed, any notice or communication shall be deemed to have been received three (3) days after the date of its deposit into the United States mail, first class, postage prepaid. Unless otherwise provided in this Agreement, all notices shall be delivered to the following address:

City of Edinburg
Attention: City Manager
415 W. University Drive
Edinburg, Texas 78539

Edinburg Economic Development Corporation
Attention: President, Board of Directors
3111 W. Freddy Gonzalez Dr.
Edinburg, Texas 78539

7. Parties in Interest

This Agreement shall be for the sole and exclusive benefit of the City and the EDC and shall not be construed to confer any benefit or right upon any other parties.

8. Severability

In the event any clause, phrase, provision, sentence, or part of this Agreement shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Agreement as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional.

9. Entire Agreement

This Agreement contains the entire agreement between the parties and supersedes all other negotiations and agreements with respect to the matters addressed herein, whether written or oral.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the City of Edinburg, Texas and the Edinburg Economic Development Corporation, as of _____, 2023.

CITY OF EDINBURG:

BY: _____
Myra L. Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956)383-5661
Fax: (956)383-7111

ATTEST:

BY: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

OMAR OCHOA LAW FIRM, P.C.

BY: _____
Omar Ochoa, City Attorney

EDINBURG ECONOMIC DEVELOPMENT CORPORATION:

BY: _____
Veronica Gonzales, President

ATTEST:

BY: _____
Raul Resendez, Secretary
Board of Directors

Edinburg Economic Development Corporation

Meeting Date: September 26, 2023

Consider approval of the Edinburg Economic Development Corporation's renewal of the UTRGV Technical Assistance Contract for Fiscal Year 2023-2024.

1. Agenda Item:

Consider approval of the Edinburg Economic Development Corporation's renewal of the UTRGV Technical Assistance Contract for Fiscal Year 2023-2024.

2. Description/Scope:

UTRGV's Data and Information Systems Center has been under contract with the EDC for the last several years to provide technical assistance with data analysis, economic impact studies, community analysis, market research, and related information needs. The Center continues to also provide assistance in the evaluation of data and documentation of market conditions that is used in our responses to prospective employers.

This proposed renewal of that agreement is for \$15,000, which provides the EDC with 30 hours of assistance per quarter. Additional hours are billed separately at \$125 per hour.

3. Estimated Timeline:

October 1, 2023 to September 30, 2024

4. Budget:

The contract amount is for \$15,000.

5. Procurement/Selection Process:

Contract renewal.

6. Staff's Recommendation:

Staff recommends approval.

7. Justification:

UTRGV has continued to consistently demonstrate value in performing research tasks for the EDC. It is a valued partnership, and their work is high-quality. Staff has budgeted for this amount in the FY 2023-2024 budget.

Raudel Garza, Edinburg
EDC Executive Director

ATTACHMENTS

Attachment A: UTRGV Technical Assistance Contract for FY 2024

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

CONTRACT FOR TECHNICAL ASSISTANCE

THIS AGREEMENT, entered into this ____ day of October 2023 by and between the Edinburg Economic Development Corporation, a non-profit Development Corporation (hereinafter the "EEDC" or "Contractor") created under the Texas Development Corporation Act, Texas Local Government Code Section 501 et seq., as amended (hereinafter the "Act") and The University of Texas Rio Grande Valley, Department of Economic Development (hereinafter referred to as the "University").

WITNESSETH:

WHEREAS, the EEDC is interested in providing for the continued development of the community of Edinburg; and

WHEREAS, the University desires to involve the institution in the community by providing services and expertise to the community-at-large; and

WHEREAS, the EEDC desires to engage the University to provide technical assistance services in connection with economic development and information technology; and

WHEREAS, the University has personnel and experience to provide the technical assistance in accordance with the terms of this contract;

NOW THEREFORE, the parties do mutually agree as follows:

SECTION I SCOPE OF SERVICES

TECHNICAL ASSISTANCE (30 hours a quarter to be provided by University staff; hours above the 30 hours a quarter will be billed separately at \$125 an hour; University staff will ask the EEDC in writing for approval for hours over 30 hours a quarter, prior to commencing work).

1. Assist the EEDC with economic impact analysis; fiscal impact analysis; site location/ring analysis; community analysis; demographic, housing, income, expenditure, and business data and reports; market research; business and resident surveys; web-based dashboards; and economic data through the University's Data and Information Systems Center.

SECTION II PAYMENTS

The EEDC agrees to pay the University the sum of Fifteen Thousand Dollars (\$15,000) for the services to be rendered under this contract in quarterly installments to be invoiced at \$3,750 each quarter for the term of this contract.

SECTION III TERM

This agreement will commence on October 1, 2023, and continue through September 30, 2024.

SECTION IV TERMINATION

The EEDC and the University shall have the right to terminate this agreement. Any notice of termination must be in writing and sent by certified mail not less than thirty (30) days prior to the effective date of such termination. Upon termination the University shall be paid for all services rendered to date on the same basis as above provided. However, termination of this agreement by either party not at fault because of breach of the agreement by the other party shall be effective upon mailing of the notice of termination.

SECTION V SUCCESSORS AND ASSIGNS

The EEDC and the University each bind themselves and their successors and assigns with respect to all agreements herein. Neither the EEDC nor the University shall assign or transfer their interest in this Agreement without the prior written consent of the other.

SECTION VI BREACH OF CONTRACT CLAIMS

To the extent that Chapter 2260, *Texas Government Code*, is applicable to the Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, will be used by University and EEDC to attempt to resolve any claim for breach of contract made by EEDC that cannot be resolved in the ordinary course of business. The chief business officer of University will examine EEDC's claim and any counterclaim and negotiate with EEDC in an effort to resolve such claims. The parties specifically agree that (i) neither the execution of the Agreement by University nor any other conduct, action or inaction of any representative of University relating to the Agreement constitutes or is intended to constitute a waiver of University's or the state's sovereign immunity to suit; and (ii) University has not waived its right to seek redress in the courts.

SECTION VII

GENERAL TERMS

- A. Assignment. The parties shall not assign this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed.
- B. Successor and Assigns. This Agreement shall bind and inure to the benefit of their respective parties and their respective permitted successors and assigns.
- C. Entire Agreement; Modifications. The Agreement supersedes all prior agreements, written or oral, between EEDC and University and shall constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. The Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by University and EEDC.
- D. Invalidity. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- E. Further Assurances. The parties shall execute, acknowledge and deliver any and all such further agreements and instruments as the other party may reasonably request from time to time in order to give full effect to this Agreement.
- F. Venue; Governing Law. Hidalgo County, Texas, shall be the proper place of venue for suit on or in respect of the Agreement. The Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.
- G. Notices. Except as otherwise provided by this Section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of the Agreement will be in writing and will be sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below) as provided below, and notice will be deemed given (i) if delivered by certified mailed, when deposited, postage prepaid, in the United States mail, or (ii) if delivered by hand, overnight courier, facsimile (to the extent a facsimile number is set forth below) or email (to the extent an email address is set forth below), when received:

If to University: The University of Texas Rio Grande Valley
1201 W. University Dr.
Edinburg, TX 78539
Attention: Dr. Thomas Spencer
Associate VP for Research Operations
sponpro@utrgv.edu

with copy to: The University of Texas Rio Grande Valley
1201 W. University Dr., EINNV 1.1
Edinburg, TX 78539
Attention: Melissa Garza
Maria Machuca
Research Services Coordinator
melissa.garza1@utrgv.edu;
maria.machuca@utrgv.edu

If to Contractor: Edinburg Economic Development Corporation
3111 W, Freddy Gonzalez Drive
Edinburg, TX 78539
Attention: Raudel Garza
EEDC Executive Director
raudel@edinburgedc.com

or other person or address as may be given in writing by either party to the other in accordance with this Section.

Notwithstanding any other requirements for notices given by a party under the Agreement, if Contractor intends to deliver written notice to University pursuant to Section 2251.054, *Texas Government Code*, then Contractor will send that notice to University as follows:

The University of Texas Rio Grande Valley
1201 W. University Dr.
Edinburg, TX 78539
Phone: (956) 665-3002 | Email: sponpro@utrgv.edu
Attention: Office of Sponsored Programs

- H. Waiver. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a continuing waiver of any subsequent breach by either party. No waiver by either party of any provision or condition to be performed shall be deemed a waiver of similar or dissimilar provisions or conditions at the same time or any prior or subsequent time.
- I. Governing Law and Exclusive Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to such State's conflicts of laws provisions. Venue for any dispute arising out of or

concerning this Agreement shall lie exclusively in a court of competent jurisdiction in Hidalgo County, Texas.

- J. Severability. Whenever possible, each provision and term of this Agreement will be interpreted in a manner to be effective and valid, but if any provision or term of this Agreement is held to be prohibited by law or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement.
- K. Counterparts. This Agreement may be executed simultaneously in one or more original, digitally imaged or facsimile counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- L. Representations and Warranties by EEDC. If EEDC is a corporation or a limited liability company, EEDC warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of EEDC has been duly authorized to act for and bind EEDC.
- M. Limitations. The parties hereto are aware of the possibility that there are or could be constitutional and statutory limitations on the ability of the University, a state agency, to enter into certain terms and conditions of this Agreement, including, but not limited to, those relating to warranties, limitations of damages, limitations of periods to bring legal action, waivers of remedies, dispute resolution, indemnities, and confidentiality. In any event, all of the provisions of this Agreement shall be enforceable to the full extent authorized by law. Neither the execution of this Agreement by the University nor any other conduct, action or inaction of any representative of the University constitutes or is intended to constitute a waiver of the University's or the state's sovereign immunity to suit.
- N. Damage or Injury. EEDC shall be solely responsible for any damage or injury to the University's facilities, property (tangible or intangible), or personnel that results from the acts or omissions of EEDC or of EEDC's personnel, agents, or subcontractors.
- O. DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE UNIVERSITY PROVIDES ALL GOODS, EQUIPMENT, MATERIALS, SERVICES, PERSONNEL, FACILITIES, AND OTHER ITEMS TO EEDC UNDER THIS AGREEMENT "AS IS", WITHOUT WARRANTIES, GUARANTEES, CERTIFICATIONS, OR REPRESENTATIONS OF ANY KIND. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT:
 - (1) THE UNIVERSITY EXPRESSLY AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OF TITLE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ALL IMPLIED WARRANTIES,

INCLUDING ANY IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE,

(2) THE UNIVERSITY'S MAXIMUM AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY EEDC TO THE UNIVERSITY DURING THE IMMEDIATELY PRECEDING CONTIGUOUS TWELVE (12) MONTH PERIOD DURING THE TERM OF THIS AGREEMENT, AND

(3) THE UNIVERSITY SHALL NOT BE RESPONSIBLE OR LIABLE TO EEDC OR TO ANY PERSON OR ENTITY CLAIMING THROUGH EEDC FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST OR ANTICIPATED PROFITS, REVENUES, OR SAVINGS, EVEN IF THE UNIVERSITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Edinburg Economic Development Corporation The University of Texas Rio Grande Valley

By: _____
Raudel Garza
EEDC Executive Director

By: _____
Dr. Thomas Spencer
Associate VP for Research Operations

Date: _____

Date: _____

Edinburg Economic Development Corporation

Meeting Date: September 26, 2023

Consider approval of Resolution No. 2023-01EDC supporting UTRGV's grant application for a Federal Recompete Grant.

1. Agenda Item:

Consider approval of Resolution No. 2023-01EDC supporting UTRGV's grant application for a Federal Recompete Grant.

2. Description/Scope:

Ron Garza, Associate Vice President of UTRGV Workforce & Economic Development Division, is asking the Edinburg Economic Development Corporation to join as a member of the RGV Recompete Coalition and support UTRGV in submitting a grant application for the region's Recompete Plan and Strategy Development pilot program.

The City of Edinburg and EEDC would be part of a larger group working together to support a federal grant application that will focus on providing the region's workforce with opportunities for training, advancement in their current employment, and more.

The RECOMPETE grant could provide a substantial capital injection into the region for workforce development.

3. Estimated Timeline:

UTRGV is asking for an Executed Resolution by September 27, 2023.

4. Budget:

N/A

5. Procurement/Selection Process:

N/A

6. Staff's Recommendation:

Staff recommends approval.

7. Justification:

This program will create renewed economic opportunity in communities that have for too long been forgotten. The RGV Recompete Pilot Program has an innovative and comprehensive strategy which leverage regional assets, include braided funding across the region, and will deliver equitable interventions to sustainably and connect people to good jobs.

Raudel Garza, Edinburg
EDC Executive Director

ATTACHMENTS

- Attachment A: EDA Recompete Resolution (Edinburg EDC)
- Attachment B: EDA Recompete Pilot Program

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

RESOLUTION NO. _____

A RESOLUTION APPROVING THE EDINBURG ECONOMIC DEVELOPMENT CORPORATION TO JOIN AS A MEMBER OF THE RGV RECOMPETE COALITION AND SUPPORTING THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY IN SUBMISSION OF THE REGION'S RECOMPETE PLAN & STRATEGY DEVELOPMENT GRANT

WHEREAS, the U.S. Economic Development Administration (EDA) has established the Distressed Area Recompete Pilot Program (Recompete Pilot Program) which aims to alleviate persistent and economic distress and support long-term, comprehensive economic development and job creation in regions of the U.S. with a high prime-age (25-54 years) employment gap (PAEG); and

WHEREAS, the four-county region of the Lower Rio Grande Valley, commonly referred to as the Rio Grande Valley (RGV) consisting of Cameron, Hidalgo, Starr, and Willacy Counties, located at the southernmost tip of Texas is steeped in history, tradition, and resilience; and

WHEREAS, boundless opportunities exist within the region, the RGV is not without noteworthy challenges such as above the state and national average percentage of persons in poverty and below state and national average educational attainment, per capita income, and qualifies as an eligible region as all four counties have a prime-age employment gap (PAEG) of at least 5% and a median annual household income of no more than \$75,000; and

WHEREAS, the RGV aspires to establish the Rio Grande Valley Recompete Coalition (RGVRC) to demonstrate the region's ability to engage broadly within the community and support implementation of a wide range of targeted actions related to reducing the region's PAEG; and

WHEREAS, The University of Texas Rio Grande Valley, a State of Texas agency and member institution of higher education of The University of Texas System organized under the laws of the State of Texas ("UTRGV"), an eligible entity to apply for EDA's Recompete Pilot Program; and

WHEREAS, UTRGV shall serve as the principal applicant and lead member organization for application and implementation and abide to the requirements of EDA, including managing the governance of the RGVRC, serving as the central coordinator, maintaining communication, and ensuring that funding and other assistance provided by EDA are effectively coordinated and braided within the RGV region; and

WHEREAS, The Edinburg Economic Development Corporation (EEDC) strives to promote long-term economic growth, attract new industry, and support local small businesses to provide high-wage, sustainable job opportunities for Edinburg; and

NOW THEREFORE, BE IT RESOLVED BY THE EDINBURG ECONOMIC DEVELOPMENT CORPORATION THAT:

I. JOINING AS A MEMBER OF THE COALITION

The Edinburg EDC wishes to join as a member of the coalition, participate in the established governance of the coalition, promote bottom-up, middle-out competitiveness across the region, enable and accelerate collaboration and support, and actively engage applicable and available resources in coordination with the RGVRC's recompetete plan intervention actions and mission to eliminate and mitigate persistent economic distress across the RGV region.

II. SUPPORT OF UTRGV AS THE LEAD MEMBER OF THE COALITION

The Edinburg EDC wishes to extend enthusiastic support for UTRGV to serve as the lead member organization of the RGVRC and principal applicant for submission of Phase 1 and Phase 2 (if invited) of EDA's Recompetete Pilot Program and Strategy Development Grant.

EFFECTIVE DATE. This Resolution shall be and remain in full force and effect from and after the date of its passage.

READ, CONSIDERED, PASSED and APPROVED at a regular meeting of the Edinburg EDC at which a quorum was present and which was held in accordance with applicable Texas Government Code the 26th day of September 2023.

Edinburg Economic Development Corporation

Board of Directors

ATTEST:

Secretary, Board of Directors

(CORPORATION SEAL)

EDA Distressed Area Recompete Pilot Program

“RGV Recompete Coalition”

On June 29, 2023, the U.S. Economic Development Administration (EDA) released a notice of funding opportunity for Phase 1 of the Distressed Area Recompete Pilot Program. Phase 1 will comprise of a grant opportunity for a Strategy Development Grant as well as the opportunity to submit a region’s Recompete Plan.

EDA expects to approve at least 20 Recompete Plans, which would serve as the prerequisite for submission of the Phase 2 implementation competition. EDA anticipates funding 4-8 Implementation Grants, awarding regions an average of \$50 million.

All four counties of the Rio Grande Valley have been deemed fully eligible as “Local Labor Markets” as all four counties have a prime-age employment gap (PAEG) of at least 5% and a median annual household income of no more than \$75,000.

Various stakeholder and planning meetings have occurred since the release of the funding notice comprising of local elected officials, leadership of the region’s institutions of higher education, and other regional stakeholders. To formalize this process in response to the funding opportunity, the region has established the RGV Recompete Coalition including these initial stakeholders as well as equitably inviting others to join per the scope of the project.

UTRGV has been selected to serve as the principal applicant and lead member organization for application and implementation, serving as the central coordinator, maintaining communication, and ensuring that funding and other assistance provided by EDA are effectively coordinated and braided within the RGV region.

On behalf of the coalition, UTRGV has developed the “RGVWorX” project, comprised of three areas:

- A. Workforce Development
- B. Business & Entrepreneur Development
- C. New Industry Recruitment, Development, & Technical Assistance

4 Project Goals have been established:

1. Improve the Region’s Distress Indicator Index
 - a. Median Household Income
 - b. Per Capital Income
 - c. % of Persons in Poverty
 - d. Unemployment Rate
 - e. Education Attainment
2. Improve the Resilience and Capacity of Local Small Businesses
3. Improve Capacity to Recruit New Industries
4. Develop Sustainable Policies & Practices

“RGV WorX” - Workforce Development

(60% of project scope/services)

Deliver a robust workforce development program strategy, administered, and coordinated by local higher education institutions by enhancing current models of delivery that would include comprehensive student wraparound support resources and job placement services.

The strategy would begin in collaboration with RGV EDCs validating data analysis to develop a network of local employers with perpetual, locally based, high-wage employment opportunities.

(\$34,255 = Texas Per Capita Income = \$16.47/hour)

Current & prospective students of the RGV's 5 higher education systems would then be matched to the specific available job opportunities and provided wraparound support services and placed in local, high-wage jobs.

Service Scope:

- Student Matching & Case Management Teams (*Staff Salaries*)
- Wrap-Around Support Services (*provided & contracted*)
- Supplemental Credentials / Certificates / Microcredentials (*soft skill training, technical certificates, etc.*)
- Tutoring Services
- Mental Health Counseling & Services
- Food Security Support
- Transportation
- Child-Care (*Partnership Workforce Solutions*)
- Job Placement Assistance
- On-the-Job Training (*Partnership Workforce Solutions*)
- Data Analysis / Technical Assistance

Outcome Measures:

- Number of Students Served
- % of Students Served that graduate with degree or credential.
- % of Students Served that were placed in high-wage job.
- Establish Industry Advisory Board to RGV Recompete Coalition

“RGV WorX” - Business & Entrepreneur Development

(20% of project scope/services)

Increase regional capacity of the RGV’s existing and the emerging business community by providing programs and services which would support sales growth, job creation, and job retention.

The strategy would begin with collaboration with cities, EDCs, and chambers of commerce validating data analysis to establish a confirmed, sustainable business directory platform and development of applicable policies and procedures.

Comprehensive business development workshops, seminars, training programs, and one-on-one advising would also be implemented to increase the capacity of local businesses not operating at optimal levels. This strategy would entail increasing the number of business outreach resources (and staff) available.

Emerging businesses would be provided acceleration and/or entrepreneurial development programs to ensure viability, market fit, access to capital, etc.

Service Scope:

- Business Retention & Expansion
- Business Directory Development
- Entrepreneur Acceleration & Development Programs
- Small Business Development Advising
- Individualized Capacity Building
- Data Analysis / Technical Assistance

Outcome Measures:

- Number of Businesses Served (through training or advising)
- Number of Jobs Created and Retained
- Number of Businesses Trainings conducted.
- Number of Cities with Business Directory Launched

“RGV WorX” - New Industry Recruitment, Development, & Technical Assistance

(20% of project scope/ services)

Attract new high-wage job opportunities by implementing an integrated regional industry outreach and landing programs which would include the development of new EDO resources and tools such as data repositories, applied-research projects, regional policies, reshoring strategies, and marketing programs.

Service Scope:

- Comprehensive Regional Data Dashboard
- Manufacturing Reshore Mapping (TMAC)
- Regional Marketing Campaign (RGV Partnership)
- MSA Delineation Study / U.S. Office of Management & Budget (OMB)
- Targeted US & International “Landing” Programs
- Accelerate New Tech - Applied Research

Outcome Measures:

- Number of Businesses Served (through training or advising)
- Number of Jobs Created and Retained
- Number of Businesses Trainings conducted.
- Number of Cities with Business Directory Launched

Edinburg Economic Development Corporation

Meeting Date: September 26, 2023

Consider authorizing Executive Director to negotiate and enter into an Inter-Local Agreement between the City of Edinburg and the Edinburg Economic Development Corporation to assist with the construction of the new US Business 281 One Million Gallon Composite elevated Water Storage Tank.

1. Agenda Item:

Consider authorizing Executive Director to negotiate and enter into an Inter-Local Agreement between the City of Edinburg and the Edinburg Economic Development Corporation to assist with the construction of the new US Business 281 One Million Gallon Composite elevated Water Storage Tank.

2. Description/Scope:

The Inter-local Agreement is between the City of Edinburg and the Edinburg Economic Development Corporation (EEDC) to assist with funding as the City will be building a new One Million Gallon Composite Elevated Water Storage Tank on North Business 281 (“Water Tank”).

The EEDC would like to improve the distribution of water to the north part of the City which includes but is not limited to the North Industrial Park. The Improvements will provide the City with a water storage tank in an elevated position, allowing water delivery with more force. The EEDC will share the cost of the Water Tank on North Business 281.

3. Estimated Timeline:

Upon execution of the Inter-local.

4. Budget:

Funding is available through City ARPA funding in the amount of \$2,967,323.39.

EEDC will provide the amount of \$2,100,000.00.

5. Procurement/Selection Process:

N/A

6. Staff's Recommendation:

Staff recommends approval.

7. Justification:

The New Water Tower will improve the distribution of water to the north part of the city which includes but is not limited to the most northern section of the Utilities Department CCN (Service Area). The EEDC Board approved funding this project on August 28, 2023.

Raudel Garza, Edinburg
EDC Executive Director

ATTACHMENTS

Attachment A: EEDC-COE Interlocal Agreement for Water Tower

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

STATE OF TEXAS	§	INTERLOCAL AGREEMENT BETWEEN THE CITY OF EDINBURG AND THE EDINBURG ECONOMIC DEVELOPMENT CORPORATION
COUNTY OF HIDALGO	§	FOR THE CONSTRUCTION OF THE NEW BUSINESS 281 ONE MILLION GALLON
CITY OF EDINBURG	§	COMPOSITE ELEVATED WATER STORAGE TANK

THIS INTERLOCAL AGREEMENT IS MADE BY AND BETWEEN THE EDINBURG ECONOMIC DEVELOPMENT CORPORATION, A NON-PROFIT DEVELOPMENT CORPORATION (HEREINAFTER THE "EEDC") CREATED UNDER THE TEXAS DEVELOPMENT CORPORATION ACT, TEXAS LOCAL GOVERNMENT CODE SECTION 501 ET SEQ, AS AMENDED, WHOSE PRINCIPAL PLACE OF BUSINESS IS LOCATED AT 3111 W. FREDDY GONZALEZ DR., EDINBURG, HIDALGO COUNTY, TEXAS, AND THE CITY OF EDINBURG (HEREINAFTER "CITY") WHOSE PRINCIPAL PLACE OF BUSINESS IS LOCATED AT 415 WEST UNIVERSITY DRIVE, EDINBURG, HIDALGO COUNTY, TEXAS.

RECITALS

WHEREAS, the City will be building a new One Million Gallon Composite Elevated Water Storage Tank on North Business 281 ("Water Tank"), attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, the EEDC would like to improve the distribution of water to the north part of the City which includes but is not limited to the North Industrial Park; and

WHEREAS, the Improvements will provide the City with a water storage tank in an elevated position, allowing water delivery with more force; and

WHEREAS, EEDC and City desire to share the cost of the Water Tank on North Business 281 within the City; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth in this Agreement, the City and the EEDC have agreed and do hereby agree to the following:

SECTION I TERMS

- A. The EEDC shall provide Two Million One Hundred Thousand Dollars (\$2,100,000) to the City for the construction of the Water Tank.
- B. The City shall provide Two Million Nine Hundred Nine Thousand Six Hundred and Six Seven Dollars (\$2,967,324) for the construction of the Water Tank.
- D. The City agrees to be in charge of the planning, design, and construction of the Water Tank and shall ensure the completion of the Water Tank within three (3) years of the date of this Agreement. After its completion, the City shall be responsible for the maintenance of the Water Tank at its sole cost and expense for the life of the Water Tank.

SECTION II DISPUTE RESOLUTION

- A. Either party may submit any controversy, claim or dispute arising out of or relating to the provisions of this Agreement to the other in writing. Upon receipt of such written notice, both parties agree to informally discuss resolution and shall seek to resolve such claims within 45 days of the written notice. The parties agree that neither shall initiate any litigation against the other regarding any claim.

SECTION III GENERAL TERMS

- A. **Assignment.** The parties shall not assign this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed.
- B. **Successor and Assigns.** This Agreement shall bind and inure to the benefit of their respective parties and their respective permitted successors and assigns.
- C. **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this contract, and contains all of the covenants and agreements between the parties with respect to the subject matter. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not set forth in this contract, and that no agreement, statement, or promise not contained in this contract shall be valid or binding.
- D. **Invalidity.** If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- E. **Further Assurances.** The parties shall execute, acknowledge and deliver any and all such further agreements and instruments as the other party may reasonably request from time to time in order to give full effect to this Agreement.
- F. **Notice.** All notices, requests, demands, and other communications required or permitted to be given hereunder shall be in writing and shall be either personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, by facsimile with facsimile generated confirmation of receipt, or by private overnight courier service to the appropriate party at the address set forth below:

If to the City, to:	Myra L. Ayala City Manager 415 West University Drive Edinburg, Texas 78541
---------------------	---

If to the EEDC, to:	Edinburg Economic Development Corporation 3111 W. Freddy Gonzalez Dr.
---------------------	---

Edinburg, Texas 78541
Attn: Raudel Garza
Executive Director

With a copy to:

Omar Ochoa
City Attorney
415 W. University Dr.
Edinburg, Texas 78539

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

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

IN WITNESS HEREOF, the parties hereto have executed this Agreement on
this ____ day _____, of 2023.

CITY OF EDINBURG

By: _____
Myra L. Ayala, City Manager

EDINBURG ECONOMIC DEVELOPMENT CORPORATION

By: _____

Raudel Garza, Executive Director

ATTEST:

Clarice Balderas, City Secretary

APPROVED AS TO FORM:

Omar Ochoa Law Firm, P.C.

By: _____
Omar Ochoa, City Attorney

**EXHIBIT “A” OF THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF
EDINBURG AND THE EDINBURG ECONOMIC DEVELOPMENT CORPORATION
FOR THE CONSTRUCTION OF THE NEW BUSINESS 281 ONE MILLION GALLON
COMPOSITE ELEVATED WATER STORAGE TANK**

ADDENDA CONFIRMATION

Addendum #1

Confirmed Jul 13, 2023 1:09 PM by Team Landmark

Addendum #2

Confirmed Jul 13, 2023 1:09 PM by Team Landmark

Addendum #3

Confirmed Jul 20, 2023 10:57 AM by Team Landmark

QUESTIONNAIRE

1. Proposal*

Pass

Please upload your entire proposal here as one complete PDF document.

Please do not upload multiple files.

TX_0962_Edinburg_Proposal.pdf

2. If you have any proprietary documents, please attach the redacted document here.

No response submitted

3. Please upload your current insurance certificate.*

Pass

Please upload your current insurance certificate.

TX_0962_Edinburg_-_Certificate_of_Insurance_(Submit_with_Bid).pdf

4. Please attach any additional information for this project.

No response submitted

5. Required Forms

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*

Pass

Please download the below documents, complete, and upload.

- [CONFLICT OF INTEREST.pdf](#)

TX_0962_Edinburg_-_Conflict_of_Interest_Disclosure_Form-PDF.pdf

PLEASE FILL OUT AND SIGN THE QUALIFICATIONS GENERAL QUESTIONNAIRE AND UPLOAD HERE*

Pass

Please download the below documents, complete, and upload.

- [Qualifications General Ques...](#)

TX_0962_Edinburg_-_QUALIFICATIONS_GENERAL_QUESTIONNAIRE-PDF.pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*

Pass

Please download the below documents, complete, and upload.

- [LITIGATION DISCLOSURE FORM.pdf](#)

TX_0962_Edinburg_-_LITIGATION_DISCLOSURE_FORM-PDF.pdf

PLEASE FILL OUT AND SIGN HB 89 AND UPLOAD HERE*

Pass

HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

Please download the below documents, complete, and upload.

- [HOUSE BILL 89 VERIFICATION.pdf](#)

TX_0962_Edinburg_-_HOUSE_BILL_89_VERIFICATION-PDF.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 13 AND UPLOAD HERE*

Pass

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required, or
- 2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- [SENATE BILL 13 VERIFICATION...](#)

TX_0962_Edinburg_-_SENATE_BILL_13_VERIFICATION-PDF.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 19 AND UPLOAD HERE*

Pass

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

- 1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and
- 2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Please download the below documents, complete, and upload.

- [SENATE BILL 19 VERIFICATION...](#)

TX_0962_Edinburg_-_SENATE_BILL_19_VERIFICATION-PDF.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED*

Pass

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at <https://www.ethics.state.tx.us/filinginfo/1295/>

Yes

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*

Pass

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

TX_0962_Edinburg_-_CONFLICT_OF_INTEREST_QUESTIONNAIRE(CIQ)-PDF.pdf

6. Solicitation Forms

PLEASE FILL OUT AND SIGN THE ATTACHED INSURANCE REQUIREMENT ACKNOWLEDGEMENT FORM.*

Pass

- [Insurance Requirement Ackno...](#)

TX_0962_Edinburg_-_Insurance_Requirement_Acknowledgement-PDF.pdf

PLEASE FILL OUT AND SIGN THE PROJECT REQUIREMENTS ACKNOWLEDGEMENT FORM.*

Pass

- [Project Requirements Acknow...](#)

TX_0962_Edinburg_-_Project_Requirements_Acknowledgement_Form-PDF.pdf

PLEASE FILL OUT AND ATTACHED THE CONTRACTOR NOTICE OF INTENT TO RESPOND.*

Pass

- [Contractor Notice of Intent...](#)

TX_0962_Edinburg_-_CONTRACTOR_NOTICE_OF_INTENT_TO_RESPOND-PDF.pdf

PLEASE FILL OUT AND ATTACH THE BID BOND.*

Pass

Please download the below documents, complete, and upload.

- [C - Bid Bond - SECTION 0131...](#)

TX_0962_Edinburg_-_BID_BOND-PDF.pdf

PLEASE FILL OUT THE ATTACHED STATEMENT OF QUALIFICATIONS*

Pass

Please download the below documents, complete, and upload.

- [D - Statement of Bidders Qu...](#)

TX_0962_Edinburg_Statement_Of_Qualifications-r.pdf

PLEASE FILL OUT AND SIGN THE CERIFICATION OF BIDDERS EXPERIENCE AND QUALIFICATIONS AND UPLOAD THE DOCUMENT HERE.*

Pass

Please download the below documents, complete, and upload.

- [E - Certificate of Bidders ...](#)

TX_0962_Edinburg_-_CERTIFICATE_OF_BIDDER'S_EXPERIENCE_AND_QUALIFICATIONS-PDF.pdf

PROPOSAL DOCUMENT REPORT

RFP No. 2023-008

Business 281 One (1) Million Gallon Composite Elevated Water Storage Tank

PLEASE FILL OUT, SIGN, AND NOTARIZE THE EQUIPMENT AND MATERIAL LIST AND UPLOAD HERE.*

Pass

Please download the below documents, complete, and upload.

- [F - Equipment & Material Li...](#)

TX_0962_Edinburg_-_Equipment_and_Material_Suppliers_List-PDF.pdf

PLEASE FILL OUT AND SIGN THE NON BRIBERY MODEL FORM AND UPLOAD HERE.*

Pass

Please download the below documents, complete, and upload.

- [G - Non Bribery Model Form ...](#)

TX_0962_Edinburg_-_NON-BRIBARY_MODEL_FORM-PDF.pdf

PLEASE FILL OUT AND SIGN THE ATTACHED PERFORMANCE BOND FORM AND UPLOAD HERE.*

Pass

Please download the below documents, complete, and upload.

- [K - Performance Bond.pdf](#)

Performance_Bond_-_Unexecuted-p.pdf

PLEASE FILL OUT AND SIGN THE PAYMENT BOND AND UPLOAD HERE.*

Pass

Please download the below documents, complete, and upload.

- [L - Payment Bond.pdf](#)

Payment_Bond_-_Unexecuted-p.pdf

PLEASE FILL OUT, SIGN AND NOTARIZE THE AFFIDAVIT OF INSURANCE AND UPLOAD HERE.*

PROPOSAL DOCUMENT REPORT

Request For Proposal - Business 281 One (1) Million Gallon Composite Elevated Water Storage Tank

Page 8

PROPOSAL DOCUMENT REPORT

RFP No. 2023-008

Business 281 One (1) Million Gallon Composite Elevated Water Storage Tank

Pass

Please download the below documents, complete, and upload.

- [M - Affidavit of Insurance ...](#)

TX_0962_Edinburg_-_AFFIDAVIT_OF_INSURANCE-PDF.pdf

FILL OUT AND SIGN THE FORM OF BUSINESS DOCUMENT AND UPLOAD HERE.*

Pass

Please download the below documents, complete, and upload.

- [N - Form of Business Docume...](#)

TX_0962_Edinburg_-_FORM_OF_BUSINESS-PDF.pdf

PLEASE FILL OUT THE ATTACHED RESOLUTION OF CORPORATION.*

Pass

- [Resolution of Corporation.pdf](#)

TX_0962_Edinburg_-_RESOLUTION_OF_CORPORATION-PDF.pdf

PLEASE FILL OUT AND SIGN THE CONTRACT'S RESOLUTION ON AUTHORIZED REPRESENTATIVE*

Pass

- [Contracts Resolution on Aut...](#)

TX_0962_Edinburg_-_CONTRACTOR'S_RESOLUTION_ON_AUTHORIZED_REPRESENTATIVE_(ED-104)-PDF.pdf

PLEASE FILL OUT, SIGN, AND NOTARIZE THE CONTRACTOR'S ACT OF ASSURANCE.*

Pass

- [Contractors Act of Assuranc...](#)

TX_0962_Edinburg_-_CONTRACTOR'S_ACT_OF_ASSURANCE-PDF.pdf

PROPOSAL DOCUMENT REPORT

Request For Proposal - Business 281 One (1) Million Gallon Composite Elevated Water Storage Tank

Page 9

PROPOSAL DOCUMENT REPORT

RFP No. 2023-008

Business 281 One (1) Million Gallon Composite Elevated Water Storage Tank

FILL OUT AND SIGN THE CERTIFICATION REGARDING DEBARMENT AND UPLOAD HERE.*

Pass

Please download the below documents, complete, and upload.

- [O - Certificate Regarding D...](#)

TX_0962_Edinburg_-_CERTIFICATION_REGARDING_DEPARMENT-PDF.pdf

PLEASE FILL OUT THE PAST PERFORMANCE REFERENCE DOCUMENT AND UPLOAD HERE. A MINIMUM OF 5 PAST PERFORMANCE REFERENCES ARE REQUIRED.*

Pass

Please download the below documents, complete, and upload.

- [B - Past Performance Evalua...](#)

TX_0962_Edinburg_-_REFERENCE_FROM_OWNER_FOR_PAST_PERFORMANCE_RESPONSE_ITEMS_#1-7.pdf

PLEASE ATTACH YOUR SUBMITTAL CHECKLIST.*

Pass

- [Submittal Checklist.pdf](#)

TX_0962_Edinburg_-_SUBMITTAL_CHECKLIST-PDF.pdf

PLEASE UPLOAD RESUMES OF TEAM AND SUBCONTRACTORS.*

Pass

TX_0962_Edinburg_-_Resumes_of_Team_and_Subcontractors.pdf

PLEASE UPLOAD THREE (3) POSITIVE REFERENCE LETTERS.*

Pass

TX_0962_Edinburg_-_Three_Positive_Reference_Letters_-_PDF.pdf

7. ARPA Required Certifications

PLEASE FILL OUT AND SIGN THE SYSTEM FOR AWARD MANAGEMENT UNIQUE IDENTITY NUMBER (UEI#) FOR AND UPLOAD.*
Pass

Please download the below documents, complete, and upload.

- [SAM Registration and Activa...](#)

TX_0962_Edinburg_-_SYSTEM_FOR_AWARD_MANAGEMENT-PDF.pdf

PLEASE FILL OUT AND SIGN THE AFFIDAVIT REGARDING CONFLICT OF INTEREST AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- [ARPA Conflict of Interest A...](#)

TX_0962_Edinburg_-_AFFIDAVIT_RE_CONFLICT_OF_INTEREST_DISCLOSURE-PDF.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- [ARPA EEO Certification.pdf](#)

TX_0962_Edinburg_-_CERTIFICATION_OF_BIDDER_REGARDING_EQUAL_EMPLOYMENT_OPPORTUNITY-PDF.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION OF CLEAN AIR AND WATER AND UPLOAD HERE.*
Pass

Please download the below documents, complete, and upload.

- [Clean Air and Water.pdf](#)

TX_0962_Edinburg_-_CLEAN_AIR_AND_WATER_CERTIFICATION-PDF.pdf

PLEASE FILL OUT AND SIGN THE CERTIFICATION REGARDING NON-LOBBYING ACTIVITIES AND UPLOAD HERE.*

Pass

Please download the below documents, complete, and upload.

- [Non-Lobbying Activities.pdf](#)

TX_0962_Edinburg_-_CERTIFICATION_ON_NON-LOBBYING_ACTIVITIES-PDF.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE.*

Pass

Please download the below documents, complete, and upload.

- [Non-Collusion Affidavit.pdf](#)

TX_0962_Edinburg_-_NON-COLLUSION_AFFIDAVIT_OF_PRIME_BIDDER-SUBCONTRACTOR-PDF.pdf

PRICE TABLES

PRICING PROPOSAL

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Construct a 1,000,000 gallon composite style elevated water storage tower	1	LS	\$3,987,000.00	\$3,987,000.00
2	Construct all of the site improvements including the piping, grading, drainage, seeding, sidewalks, paving, gates and fencing.	1	LS	\$450,000.00	\$450,000.00
3	Install all pipe, fittings, valves, appurtenances and other miscellaneous work to construct a 16" water line along the west of Bus. 281 from the City's existing water distribution system to the elevated storage tank site. This effort will require the installation of approximately 1,480 linear feet of 16" PVC pipeline.	1	LS	\$300,000.00	\$300,000.00

PROPOSAL DOCUMENT REPORT

RFP No. 2023-008

Business 281 One (1) Million Gallon Composite Elevated Water Storage Tank

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
4	Install all pipe, fittings, valves, appurtenances and other miscellaneous work to connect the elevated storage tank to the 16" water line installed under Item 3. This effort will require the installation of approximately 270 linear feet of 12" PVC pipeline.	1	LS	\$50,000.00	\$50,000.00
5	Construct all electrical and instrumentation for tank lighting (this includes lighting for logo illumination) and level indication. Instrumentation must integrate with Edinburg's existing SCADA system.	1	LS	\$215,000.00	\$215,000.00
TOTAL					\$5,002,000.00

ALLOWANCE

Owner's Allowance

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Under Section 16010 (1.1C), the contractor is responsible for bringing electrical service to the tank if it is not available. The contractor shall include in his bid an allowance of \$10,000.	1	LS	\$10,000.00	\$10,000.00
2	An allowance is established herein to provide a painted logo on the tank at Owner's direction. Final cost of the logo will be negotiated up or down depending upon the final logo design.	1	LS	\$25,000.00	\$25,000.00
TOTAL					\$35,000.00



Request for Proposal 2023-008
Business 281 One (1) Million Gallon
Composite Elevated Water Storage Tank

Prepared for: City of Edinburg



Edinburg Economic Development Corporation

Meeting Date: September 26, 2023

Consider authorizing Executive Director to enter into an Inter-Local Agreement between the City of Edinburg and the Edinburg Economic Development Corporation to aid the construction of the new Astro-Turf Baseball Fields at Municipal Park.

1. Agenda Item:

Consider authorizing Executive Director to enter into an Inter-Local Agreement between the City of Edinburg and the Edinburg Economic Development Corporation to aid the construction of the new Astro-Turf Baseball Fields at Municipal Park.

2. Description/Scope:

The Inter-local Agreement is between the City of Edinburg and the Edinburg Economic Development Corporation for the city to upgrade the baseball fields at Municipal Park with artificial turf fields. The new turf fields at Municipal Park will promote economic development and increase tourism in the City of Edinburg and improve the quality of life of the community.

The improvements offer a stable and consistent playing surface because synthetic turf sports fields are safer than natural grass fields as they do not have depressions or bumps like real grass can have.

3. Estimated Timeline:

Upon execution of the Inter-local.

4. Budget:

EEDC will provide the amount of \$2,000,000.00.

5. Procurement/Selection Process:

N/A

6. Staff's Recommendation:

Staff recommends approval.

7. Justification:

With the installation of the new turf at Municipal Park, the City and EEDC will promote and host baseball and softball tournaments on the new fields that will increase tourism within the city. The EEDC Board approved funding this project on August 28, 2023.

Raudel Garza, Edinburg
EDC Executive Director

ATTACHMENTS

Attachment A: EEDC-COE Interlocal Agreement for Astro Turfs

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

STATE OF TEXAS	§	INTERLOCAL AGREEMENT BETWEEN THE
COUNTY OF HIDALGO	§	CITY OF EDINBURG AND THE EDINBURG
CITY OF EDINBURG	§	ECONOMIC DEVELOPMENT CORPORATION
		FOR THE UP-GRADE OF ASTRO TURF
		FIELDS AT MUNICIPAL PARK

THIS INTERLOCAL AGREEMENT IS MADE BY AND BETWEEN THE EDINBURG ECONOMIC DEVELOPMENT CORPORATION, A NON-PROFIT DEVELOPMENT CORPORATION (HEREINAFTER THE "EEDC") CREATED UNDER THE TEXAS DEVELOPMENT CORPORATION ACT, TEXAS LOCAL GOVERNMENT CODE SECTION 501 ET SEQ, AS AMENDED, WHOSE PRINCIPAL PLACE OF BUSINESS IS LOCATED AT 3111 W. FREDDY GONZALEZ DR., EDINBURG, HIDALGO COUNTY, TEXAS, AND THE CITY OF EDINBURG (HEREINAFTER "CITY") WHOSE PRINCIPAL PLACE OF BUSINESS IS LOCATED AT 415 WEST UNIVERSITY DRIVE, EDINBURG, HIDALGO COUNTY, TEXAS.

RECITALS

WHEREAS, the City and EEDC find that up-grading the baseball fields at Municipal Park with artificial turf as attached hereto in Exhibit A ("Turf Fields") will promote economic development and increase tourism in the City of Edinburg and improve the quality of life of the community; and

WHEREAS, the Improvements offer a stable and consistent playing surface because artificial grass creates the ideal flat surface for players to work on improving their hitting and pitching skills, and synthetic turf sports fields are safer than natural grass fields as they do not have depressions or bumps like real grass can have and is in the interest of the public; and

WHEREAS, the City and EEDC desire to promote and host baseball and softball tournaments that would promote tourism within the city; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth in this Agreement, the City and the EEDC have agreed and do hereby agree to the following:

SECTION I TERMS

- A. The EEDC shall provide Two Million Dollars (\$2,000,000) to the City for the installation of the Turf Fields.
- B. The City agrees to be in charge of the planning, design, and installation of the Turf Fields and shall ensure the completion of the Turf Fields within Two (2) year. After its completion, the City shall be responsible for the maintenance of the Turf Fields at its sole cost and expense for the life of the Turf Fields.

SECTION II DISPUTE RESOLUTION

- A. Either party may submit any controversy, claim or dispute arising out of or relating to the provisions of this Agreement to the other in writing. Upon receipt of such written notice, both parties agree to informally discuss resolution and shall seek to resolve such claims within 45 days of the written notice. The parties agree that neither shall initiate any litigation against the other regarding any claim.

SECTION III GENERAL TERMS

- A. **Assignment.** The parties shall not assign this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed.
- B. **Successor and Assigns.** This Agreement shall bind and inure to the benefit of their respective parties and their respective permitted successors and assigns.
- C. **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this contract, and contains all of the covenants and agreements between the parties with respect to the subject matter. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not set forth in this contract, and that no agreement, statement, or promise not contained in this contract shall be valid or binding.
- D. **Invalidity.** If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- E. **Further Assurances.** The parties shall execute, acknowledge and deliver any and all such further agreements and instruments as the other party may reasonably request from time to time in order to give full effect to this Agreement.
- F. **Notice.** All notices, requests, demands, and other communications required or permitted to be given hereunder shall be in writing and shall be either personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, by facsimile with facsimile generated confirmation of receipt, or by private overnight courier service to the appropriate party at the address set forth below:

If to the City, to:	Myra L. Ayala City Manager 415 West University Drive Edinburg, Texas 78541
---------------------	---

If to the EEDC, to:	Edinburg Economic Development Corporation 3111 W. Freddy Gonzalez Dr.
---------------------	---

Edinburg, Texas 78541
Attn: Raudel Garza
Executive Director

With a copy to:

Omar Ochoa
City Attorney
415 W. University Dr.
Edinburg, Texas 78539

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

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

IN WITNESS HEREOF, the parties hereto have executed this Agreement on
this ____ day _____, of 2023.

CITY OF EDINBURG

By: _____
Myra L. Ayala, City Manager

DEVELOPMENT CORPORATION

By: _____

Raudel Garza, Executive Director

ATTEST:

Clarice Balderas, City Secretary

APPROVED AS TO FORM:
Omar Ochoa Law Firm, P.C.

By: _____
Omar Ochoa, City Attorney

**EXHIBIT “A” OF THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF
EDINBURG AND THE EDINBURG ECONOMIC DEVELOPMENT CORPORATION
FOR THE CONSTRUCTION OF THE NEW BUSINESS 281 ONE MILLION GALLON
COMPOSITE ELEVATED WATER STORAGE TANK**



Map Disclaimer:

This product is for informational purpose and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information. The user of information agrees to these terms by using the data provided. City of Edinburg and the software developers assume no legal responsibility for the information.

LEGEND



New Large Field Turf

PROJECT NAME:

Proposed Municipal Park Turf-Fields

REQUESTED BY:

City Manager's Office

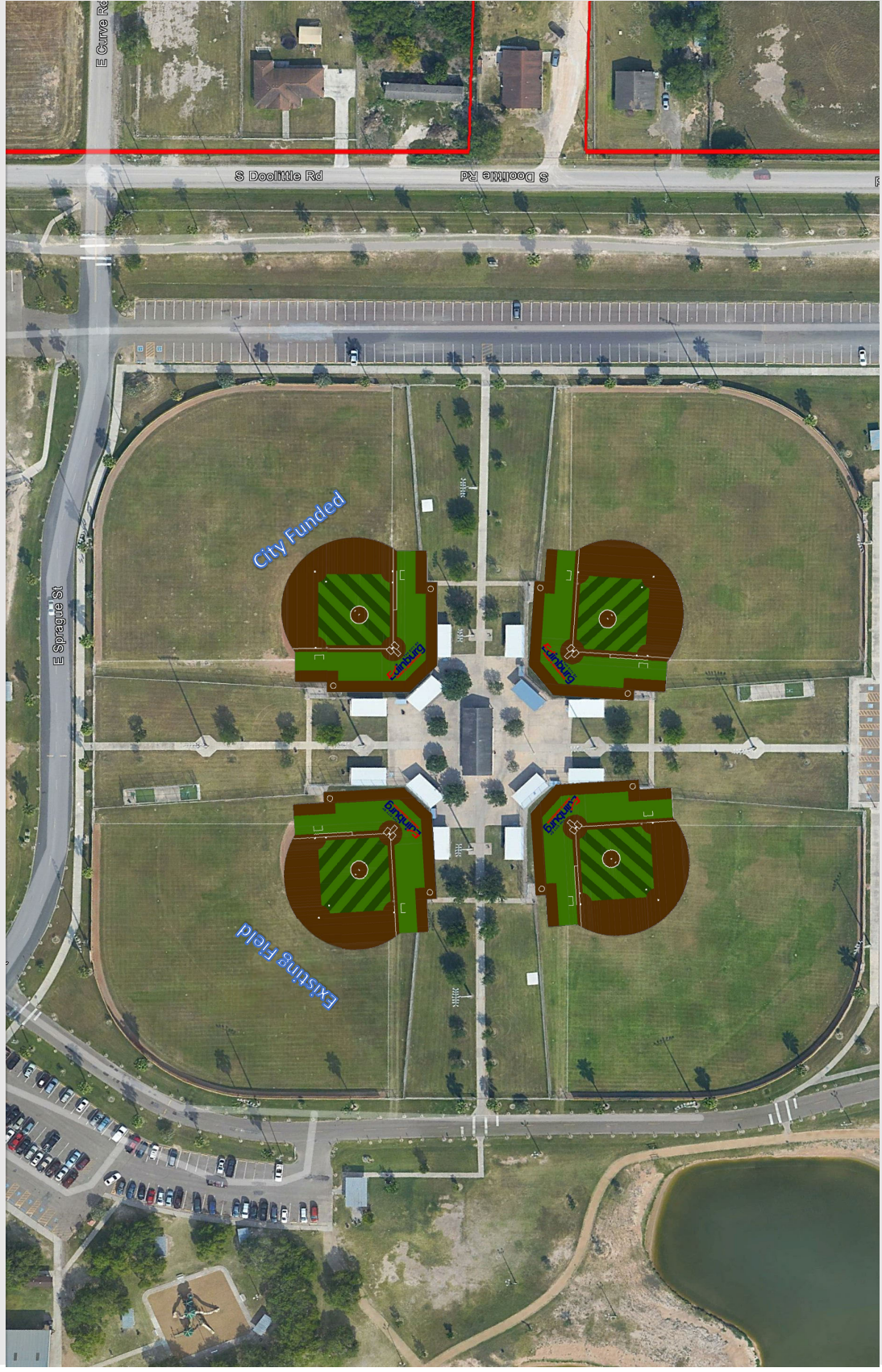
DATE:

Sept. 20, 2023

CREATED BY:

City Manager's Office

SCALE: NTS SHEET 1 of 2





Map Disclaimer:

This product is for informational purpose and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information. The user of information agrees to these terms by using the data provided. City of Edinburg and the software developers assume no legal responsibility for the information.

LEGEND



New Small
Field Turf

PROJECT NAME:

Proposed Municipal
Park Turf-Fields

REQUESTED BY:

City Manager's Office

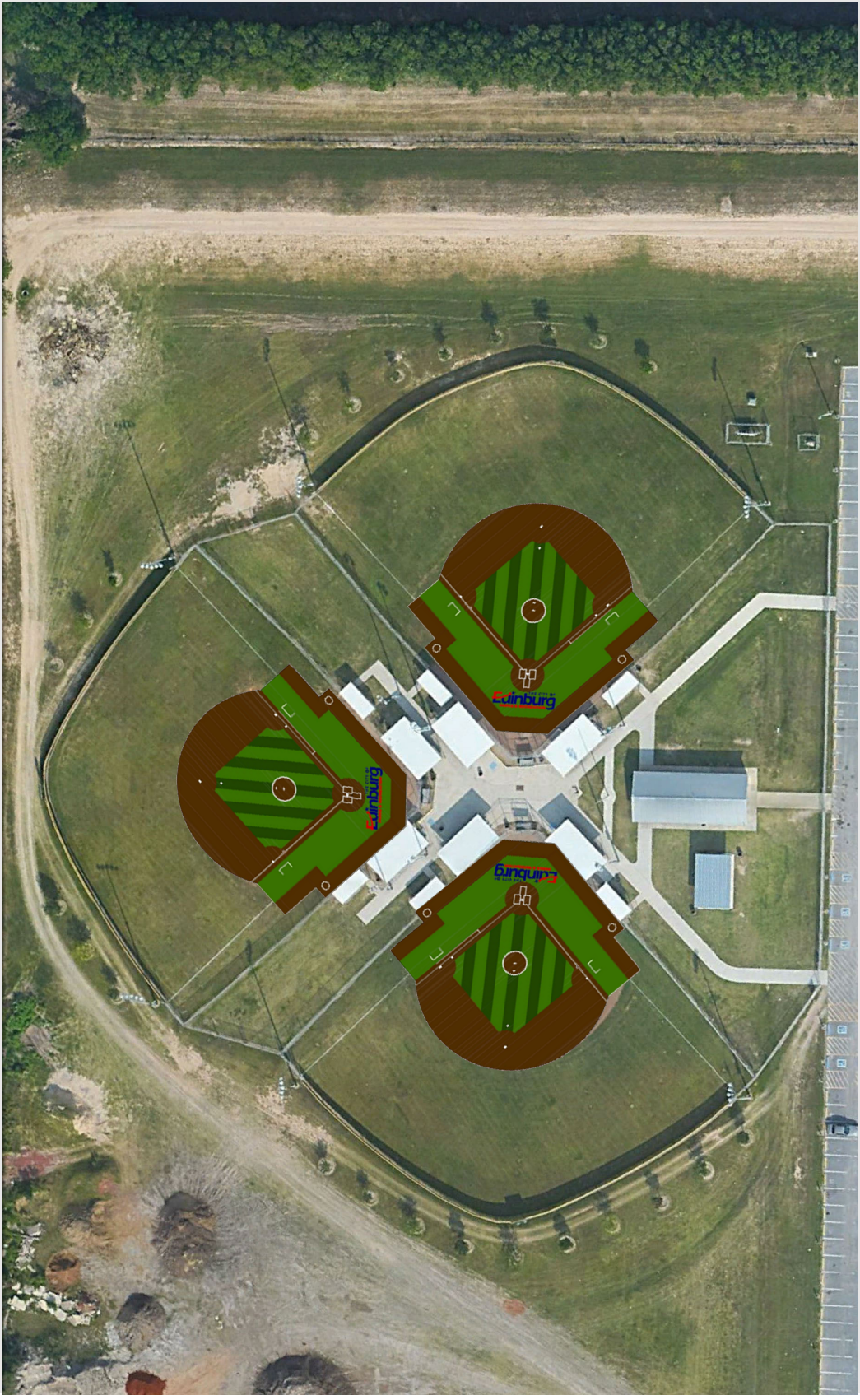
DATE:

Sept. 20, 2023

CREATED BY:

City Manager's Office

SCALE: NTS SHEET 2 of 2



Edinburg Economic Development Corporation

Meeting Date: September 26, 2023

Consider authorizing Executive Director to enter into an Inter-Local Agreement between the City of Edinburg and the Edinburg Economic Development Corporation to aid the construction of the Sewer Line Expansion for East Owassa Road to provide first time sewer service.

1. Agenda Item:

Consider authorizing Executive Director to enter into an Inter-Local Agreement between the City of Edinburg and the Edinburg Economic Development Corporation to aid the construction of the Sewer Line Expansion for East Owassa Road to provide first time sewer service.

2. Description/Scope:

The Inter-local Agreement is between the City of Edinburg and the Edinburg Economic Development Corporation to provide the City funds to the extend sewer line to East Owassa Rd. from Alberta Road to serve the residents, businesses, and all future development along East Owassa Rd.

The City and the EEDC would like to improve and provide additional conveyance capacity and service to development within the existing or proposed tributary area of the extension.

3. Estimated Timeline:

Upon execution of the Inter-local.

4. Budget:

Funding in the amount of \$2,000,000.00 is available through the EEDC Operating Budget.

5. Procurement/Selection Process:

N/A

6. Staff's Recommendation:

Staff recommends approval.

7. Justification:

The installation of the new sewer line will provide the city with extended sewer service that will provide first time sewer to residents and businesses along East Owassa Rd. which is in the best interest of the public and businesses. The EEDC Board approved funding this project on August 28, 2023.

Raudel Garza, Edinburg
EDC Executive Director

ATTACHMENTS

Attachment A: EEDC-COE Interlocal Agreement for East Owassa Rd.

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

STATE OF TEXAS	§	INTERLOCAL AGREEMENT BETWEEN THE
COUNTY OF HIDALGO	§	CITY OF EDINBURG AND THE EDINBURG
CITY OF EDINBURG	§	ECONOMIC DEVELOPMENT CORPORATION
		FOR THE SEWER LINE EXPANSION FOR
		EAST OWASSA ROAD

THIS INTERLOCAL AGREEMENT IS MADE BY AND BETWEEN THE EDINBURG ECONOMIC DEVELOPMENT CORPORATION, A NON-PROFIT DEVELOPMENT CORPORATION (HEREINAFTER THE "EEDC") CREATED UNDER THE TEXAS DEVELOPMENT CORPORATION ACT, TEXAS LOCAL GOVERNMENT CODE SECTION 501 ET SEQ, AS AMENDED, WHOSE PRINCIPAL PLACE OF BUSINESS IS LOCATED AT 3111 W. FREDDY GONZALEZ DR., EDINBURG, HIDALGO COUNTY, TEXAS, AND THE CITY OF EDINBURG (HEREINAFTER "CITY") WHOSE PRINCIPAL PLACE OF BUSINESS IS LOCATED AT 415 WEST UNIVERSITY DRIVE, EDINBURG, HIDALGO COUNTY, TEXAS.

RECITALS

WHEREAS, the City will extend sewer line to East Owassa Rd. from Alberta road to serve the residents, businesses, and all future development along East Owassa Rd., the project which is attached hereto as Exhibit "A" (the "Project"); and

WHEREAS, the EEDC would like to improve and provide additional conveyance capacity and service to development within the existing or proposed tributary area of the extension; and

WHEREAS, the Improvements will provide the City with extended sewer service that will provide first time sewer to residents and businesses along East Owassa Rd. which is in the interest of the public; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth in this Agreement, the City and the EEDC have agreed and do hereby agree to the following:

SECTION I TERMS

- A. The EEDC shall provide Two Million Dollars (\$2,000,000) to the City for the construction of the Project.
- B. The City agrees to be in charge of the planning, design, and construction of the Project and shall ensure the completion of the Project within two (2) years of the date of this Agreement. After its completion, the City shall be responsible for the maintenance of the Project at its sole cost and expense for the life of the Project.

SECTION II DISPUTE RESOLUTION

- A. Either party may submit any controversy, claim or dispute arising out of or relating to the provisions of this Agreement to the other in writing. Upon receipt of such written notice, both parties agree to informally discuss resolution and shall seek to resolve such claims within 45 days of the written notice. The parties agree that neither shall initiate any litigation against the other regarding any claim.

SECTION III GENERAL TERMS

- A. **Assignment.** The parties shall not assign this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed.
- B. **Successor and Assigns.** This Agreement shall bind and inure to the benefit of their respective parties and their respective permitted successors and assigns.
- C. **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this contract, and contains all of the covenants and agreements between the parties with respect to the subject matter. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not set forth in this contract, and that no agreement, statement, or promise not contained in this contract shall be valid or binding.
- D. **Invalidity.** If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- E. **Further Assurances.** The parties shall execute, acknowledge and deliver any and all such further agreements and instruments as the other party may reasonably request from time to time in order to give full effect to this Agreement.
- F. **Notice.** All notices, requests, demands, and other communications required or permitted to be given hereunder shall be in writing and shall be either personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, by facsimile with facsimile generated confirmation of receipt, or by private overnight courier service to the appropriate party at the address set forth below:

If to the City, to:	Myra L. Ayala City Manager 415 West University Drive Edinburg, Texas 78541
---------------------	---

If to the EEDC, to:	Edinburg Economic Development Corporation 3111 W. Freddy Gonzalez Dr. Edinburg, Texas 78541 Attn: Raudel Garza
---------------------	--

Executive Director

With a copy to:

Omar Ochoa
City Attorney
415 W. University Dr.
Edinburg, Texas 78539

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

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

IN WITNESS HEREOF, the parties hereto have executed this Agreement on this ____ day _____, of 2023.

CITY OF EDINBURG

By: _____
Myra L. Ayala, City Manager

DEVELOPMENT CORPORATION

By: _____
Raudel Garza, Executive Director

ATTEST:

Clarice Balderas, City Secretary

APPROVED AS TO FORM:
Omar Ochoa Law Firm, P.C.

By:_____
Omar Ochoa, City Attorney

**EXHIBIT “A” OF THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF
EDINBURG AND THE EDINBURG ECONOMIC DEVELOPMENT CORPORATION
FOR THE CONSTRUCTION OF THE NEW BUSINESS 281 ONE MILLION GALLON
COMPOSITE ELEVATED WATER STORAGE TANK**



EAST OWASSA SEWER IMPROVEMENTS - OPTION 1

MAP DISCLAIMER: This product is for informational purposes and may not have been prepared for or suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information. The user of this information agrees to these terms by using the data provided. City of Edinburg and the software developers assume no legal responsibility for the information.

Edinburg Economic Development Corporation

Meeting Date: September 26, 2023

Consider presentation of the Edinburg EDC's Fiscal Year 2023-2024 marketing calendar and marketing activities.

1. Agenda Item:

Consider presentation of the Edinburg EDC's Fiscal Year 2023-2024 marketing calendar and marketing activities.

2. Description/Scope:

The marketing calendar includes a variety of local and statewide advertising proposals received ranging from print magazines, websites, television, geofencing, and newspaper. The marketing activities include conferences, trade shows, and professional development trainings for Edinburg EDC Staff and Board of Directors to attend throughout the 2023-2024 fiscal year.

These marketing initiatives will ensure that the Edinburg EDC has a structured and organized framework for planning, executing, and monitoring all marketing efforts.

3. Estimated Timeline:

October 1, 2023, to September 30, 2024.

4. Budget:

There is \$420,000 budgeted for marketing in FY 2023-2024.

5. Procurement/Selection Process:

N/A

6. Staff's Recommendation:

Staff recommends approval.

7. Justification:

The marketing initiatives will boost the City of Edinburg's visibility and increase presence for tourism and prospecting.

Raudel Garza, Edinburg
EDC Executive Director

ATTACHMENTS

Attachment A: FY24 Marketing Calendar

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

OCTOBER 2023

EDC Conferences, EDC Professional Development

Oct 2023 (Central Time - Chicago)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5 IEDC Course	6 Y-Texas- Dallas	7
8	9 IEDC Course	10	11 TEDC Annual Conference - Houston, Tx	12	13 SIOR Fall World Conference - Chicago, IL	14
15	16 SSG Fall Forum - New Orleans, LA	17	18 Team Texas - ROAD SHOW - New York	19	20	21
22	23	24	25	26	27	28 Corenet Global Summit North
29 Corenet Global Summit North America - Denver, Co	30	31	1	2 IEDC Course	3	4

NOVEMBER 2023

EDC Conferences, EDC Professional Development

Nov 2023 (Central Time - Chicago)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
29 Corenet Global Summit North America - Denver, Co	30	31	1	2 IEDC Course	3	4
5	6	7 Team Texas - WESTEC- Long Beach, CA	8	9	10	11
12 IEDC Course	13	14 Aerospace Tech Week - Atlanta, Ga	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	1	2

DECEMBER 2023

EDC Conferences, EDC Professional Development

Dec 2023 (Central Time - Chicago)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
26	27	28	29	30	1	2
3	4	5	6	7 TEDC Board Retreat - Dallas, Tx IEDC Course	8	9
10	11 Fall Consultants Forum- Ft. Lauderdale FL Team Texas - Small Town Road Show - California	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31	1	2	3	4	5	6

JANUARY 2024

EDC Conferences, EDC Professional Development

Jan 2024 (Central Time - Chicago)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
31	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
			Team Texas Road Show - Southern California			
21	22	23	24	25	26	27
28	29	30	31	1	2	3
			ICSC Red River - Dallas, TX			

FEBRUARY 2024

EDC Conferences, EDC Professional Development

Feb 2024 (Central Time - Chicago)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
28	29	30	31	1	2	3
			ICSC Red River - Dallas, TX			
4	5	6	7	8	9	10
2024 IEDC Leadership Summit - Phoenix, Az		MDM West - Anaheim, Ca				
11	12	13	14	15	16	17
18	19	20	21	22	23	24
			Team Texas Winter Conference - San Antonio, Tx			
25	26	27	28	29	1	2

Sun	Mon	Tue	Wed	Thu	Fri	Sat
25	26	27	28	29	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
	Consultants Forum Workshop - Louisville, KY					
		Team Texas Road Show - Chicago, IL				
24	25	26	27	28	29	30
31	1	2	3	4	5	6
			SSG Annual Conference - Nashville, Tn			IAMC Spring - Greenville, SC

APRIL 2024

EDC Conferences, EDC Professional Development

Apr 2024 (Central Time - Chicago)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
31	1	2	3	4	5	6
			SSG Annual Conference - Nashville, Tn			IAMC Spring - Greenville, SC
7	8	9	10	11	12	13
IAMC Spring - Greenville, SC			MRO Americas - Chicago, IL			
14	15	16	17	18	19	20
21	22	23	24	25	26	27
		Team Texas Women in Economic Development- Round Rock,				
28	29	30	1	2	3	4

Sun	Mon	Tue	Wed	Thu	Fri	Sat
28	29	30	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	1

Team Texas Road Show - Canada

ICSC - Las Vegas

Sun	Mon	Tue	Wed	Thu	Fri	Sat
26	27	28	29	30	31	1
2	3	4	5	6	7	8
	Summer Retreat - TBA	TEDC Mid Year Conference - Conroe, Tx				
	BIO- San Diego					
9	10	11	12	13	14	15
	Spring Consultants Forum - Virginia Beach					
16	17	18	19	20	21	22
IEDC Economic Future Forum-Sokane, WA						
23	24	25	26	27	28	29
Party Under the Stars - Washington, DC						
Select USA - Washington, DC						
30	1	2	3	4	5	6

Sun	Mon	Tue	Wed	Thu	Fri	Sat
30	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31	1	2	3

Team Texas Road Show - New York

SEPTEMBER 2024

EDC Conferences, EDC Professional Development

Sep 2024 (Central Time - Chicago)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	IMTS 2024- Chicago					IAMC Fall Forum- Quebec
15	16	17	18	19	20	21
IAMC Fall Forum- Quebec City						
IEDC Annual Conf. - Denver						
22	23	24	25	26	27	28
29	30	1	2	3	4	5

Edinburg Economic Development Corporation

Meeting Date: September 26, 2023

Consider approval of the agreements with International Community Publications, Due North Consulting Inc., rgVision, Expansion Solutions, Valley Central, HubSpot, and Retail Strategies.

1. International Community Publications
2. Due North Consulting Inc.
3. rgVision
4. Expansion Solutions
5. Valley Central
6. HubSpot
7. Retail Strategies

1. Agenda Item:

Consider approval of the agreements with International Community Publications, Due North Consulting Inc., rgVision, Expansion Solutions, Valley Central, HubSpot, and Retail Strategies.

2. Description/Scope:

These companies have submitted a proposal for fiscal year 2023-2024 for marketing services for the EEDC.

3. Estimated Timeline:

FY 2023-2024

4. Budget:

EEDC Marketing Budget for FY 2023-2024: \$420,000

5. Procurement/Selection Process:

6. Staff's Recommendation:

Staff recommends approval following the board's direction.

7. Justification:

The marketing proposals consist of advertising on magazines, websites, social media, television, and geofencing. These platforms can target audiences on social media, locally, and internationally.

Raudel Garza, Edinburg
EDC Executive Director

ATTACHMENTS

Attachment A: International Community Publications proposal 2023-2024

Attachment B: Due North Proposal 2023-2024

Attachment C: rgVision proposal 2023-2024

Attachment D: Expansion Solutions proposal 2023-2024

Attachment E: Valley Central Nexstar Media proposal 2023-2024

Attachment F: Hubspot proposal 2023-2024

Attachment G: Retail Strategies proposal 2023-2024

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

PRODUCT

UNIT PRICE

SUBTOTAL

MEXICO
INDUSTRY | **INVEST**

**PLATFORM WHY INVEST
12 MONTHS**

\$1,000

\$12,000

October 2023 - September 2024

Invest in Edinburg Platform, can be updated as needed. Added Value: 6 notes on Mexico Industry website, 6 notes on Invest in Mexico website, 4 notes on Mexico Industry Invest Newsletter.

le SHOPPING
EN TEXAS

FULL PAGE 12 ISSUES

\$1,280

\$15,360

October 2023 - September 2024

Added value: Four half page editorials on printed magazine for events, restaurants, stores, etc.,
One monthly post on Social Media +60K followers.

MEXICO
INDUSTRY | **MAPS**

**ONE PAGE IN INVEST IN
TAMAULIPAS AND SOUTH TEXAS**

\$4,000

\$4,000

April 2024

Industrial Map Tamaulipas is also provided in **digital version** in Mexico Industry Invest website.

MEXICO
INDUSTRY

1/2 PAGE 12 ISSUES

\$800

\$9,600

October 2023 - September 2024

8 notes on Social Media, reaching +152K followers in LinkedIn, FB, Instagram & Twitter

TOTAL

\$40,960



International Community Publications, LLC

CONTRACT: 13496

WARE RD #801 N., Col. ,
Cd. MCALLEN, TEXAS C.P. 78501
Tel: (956) 630-9571
admin@mexicoindustry.com
2023-Aug-22

CUSTOMER INFORMATION

Company Name: EDINBURG ECONOMIC DEVELOPMENT
Comercial Name: EDINBURG ECONOMIC DEVELOPMENT **RFC:** EDINBURGECONOMICDEVELOPMENT
Customer Name: RAUDEL GARZA **Job Title/Position:** EXECUTIVE DIRECTOR
Phone: (956) 388-8207 **Email:** raudel@edinburgedc.com
Address: FREDDY GONZALEZ DR. #3111 W., Col. , Cd. EDINBURG, TEXAS C.P. 78539

BILLING INFORMATION

Account Payable Contact: **Phone:**
Email: **Ext:**

CONTRACTED PRODUCTS

PRODUCT	SERVICE	AMOUNT	UNIT PRICE	SUBTOTAL
MEXICO INDUSTRY INVEST IN MEXICO	PLATFORM WHY INVEST 12 MONTHS			
	- October 2023			
	- November 2023			
	- December 2023			
	- January 2024			
	- February 2024			
	- March 2024	12	\$1,000.00	\$12,000.00
	- April 2024			
	- May 2024			
	- June 2024			
	- July 2024			
	- August 2024			
	- September 2024			
Benefits:				
Observations:	Invest in Edinburg Platform can be updated as needed. Added value: 6 notes on Mexico Industry website, 6 notes on Invest in Mexico website, 4 notes on Mexico Industry Invest Newsletter.			
MEXICO INDUSTRY MAPS MAGAZINE	ONE PAGE IN INVEST IN TAMAULIPAS AND THE SOUTHEAST TEXAS	1	\$4,000.00	\$4,000.00
	- April 2024			
Benefits:				
Observations:	Industrial Map Tamaulipas is also provided in digital version in Mexico Industry Invest website.			
MEXICO INDUSTRY PUBLICIDAD IMPRESA	1/2 PAGE 12 ISSUES			
	- October 2023			
	- November 2023			
	- December 2023			
	- January 2024			
	- February 2024			
	- March 2024	12	\$800.00	\$9,600.00
	- April 2024			
	- May 2024			
	- June 2024			
	- July 2024			
	- August 2024			
	- September 2024			
Benefits:				
Observations:	8 notes on social Media, reaching +152K followers in LinkedIn, Instagram, FB & Twitter.			

DE SHOPPING EN TEXAS	FULL PAGE 12 ISSUES			
	- October 2023			
	- November 2023			
	- December 2023			
	- January 2024			
	- February 2024			
	- March 2024	12	\$1,280.00	\$15,360.00
	- April 2024			
	- May 2024			
	- June 2024			
	- July 2024			
	- August 2024			
	- September 2024			
Benefits:				
Observations:				

Units:	37
Subtotal:	\$40,960.00
TAXES	\$0.00
TOTAL INVESTMENT	USD \$40,960.00

TERMS AND CONDITIONS

1. The contract must be filled out completely and signed by the Client or legal representative to make it effective.
2. Please note that modifications are not allowed after the contract is signed. If any changes are agreed upon, an additional 5% penalty fee will be applied to the changed products/services.
3. Customers who cancel their advertising prior to the end of their contract will agree to pay a 10% cancelation fee over the total amount of the unexecuted contract.

PAYMENT TERMS

1. INTERNATIONAL COMMUNITY PUBLICATIONS, LLC is the company who manages international invoicing and accounts payable for MEXICO INDUSTRY.
2. First time advertisers for INTERNATIONAL COMMUNITY PUBLICATIONS, LLC must pay in advance without exception.
3. Cash payments will NOT be accepted, only checks or bank transfers from accounts established by the company.
4. INTERNATIONAL COMMUNITY PUBLICATIONS, LLC is responsible for providing Clients with the corresponding Invoice(s), as well as to prepare and send Electronic Payment Receipt(s), if required.
5. An extra invoice may be requested with no charge. However, an additional fee of USD100 will be charged for any additional number of invoice copies.

ADVERTISING TERMS

1. Ad Agencies of record must supply material(s) on behalf of the Client within the requested time frame and according to the specification requirements requested by MEXICO INDUSTRY its marketing materials and/or the Commercial Advisor instructions.
2. If the ad does not meet the specific requirements previously agreed between the Client and the Commercial Advisor, it will not be published.
3. INTERNATIONAL COMMUNITY PUBLICATIONS, LLC serves the right to refuse any advertisement that does not comply with company policies.
4. The Commercial Advisor is responsible to inform and explain to the Client, the closing dates of the MEXICO INDUSTRY print and/or digital products purchased through INTERNATIONAL COMMUNITY PUBLICATIONS, LLC.
5. INTERNATIONAL COMMUNITY PUBLICATIONS, LLC INTERNATIONAL COMMUNITY PUBLICATIONS, LLC must deliver the client with proof of publication and performance at the end of the period agreed upon.
6. INTERNATIONAL COMMUNITY PUBLICATIONS, LLC is not responsible for the veracity in the information published by advertisers, which is presumed reliable according to the sources where they were obtained. Likewise, the client must prove copyright in case of images and/or videos, which must be the property of the client or have authorization for their use.
7. Client's complaints must be submitted in writing within 30 days from the date of publication to the e-mail admin@mexicoindustry.com Otherwise, INTERNATIONAL COMMUNITY PUBLICATIONS, LLC is no longer obligated to act on any untimely complaint.
8. Special arrangements of any nature that are not contained in this contract and that differ from the authorized conditions that regulate the publication will not be valid.

Full name and signature (Customer)

RAUDEL GARZA



This contract is signed at:

Full name and signature (Comercial Advisor)

GLORIA GRACIA B

Date: 2023-Aug-22



**2023-2024 Economic Development Marketing Campaign
Proposal**

prepared for

Edinburg Economic Development Corporation



Presented to:
Raudel Garza
Executive Director

Presented by:
Kim McDonald

August 3, 2023

About Trade and Industry Development:

The *Trade & Industry Development* magazine is the only publication dedicated to site selection in a vertical format and reaches more decision makers per industry than any other publication dedicated to site selection. This vertical form of targeted marketing allows for greater market penetration in a publication where the editorial fits the audience.

The *Trade & Industry Development* magazine is written exclusively for C-Level Executives involved in the site location decision-making process. Written by experts and thought leader, the Trade & Industry Development magazine provides in-depth coverage of industry specific issues that impact site selection. Through incisive and relevant articles as well as insightful, real-world case studies, Trade & Industry Development showcases best practices of expansion and/or relocation initiatives.

Published quarterly, the circulation of the *Trade & Industry Development* magazine is unique in that it changes each issue therefore matching the industry focus to the readers. This vertical industry approach ensures your message is delivered with the right content and presented to your desired audience. Each issue of the *Trade & Industry Development* magazine reaches C-Level Executives based on industry as well as certain growth factors indicating location activity. The total circulation of 25,000 reaches site selection teams involved in location activity as well as commercial real estate professionals and site consultants.

Each issue is mailed to:

20,000 C-Level Executives in specific related industry segments

+5,000 Commercial Real Estate Professionals and Site Consultants

25,000 Total printed circulation per issue

In addition, the digital version of the publication is distributed via e-mail, and each digital article is promoted to the consumers of tradeandindustrydev.com through a unique site re-targeting method called Dynamic Digital Delivery.

Our website, tradeandindustrydev.com, is an interactive resource for industry knowledge and site selection insight!

The website includes the following features:

- A searchable database of site selection articles and news from thought leaders and experts in the field.
- Vertically natured, industry-specific channels.
- Extensive array of resources including polls, videos, and research.
- A comprehensive list of North American economic development agencies.
- User-oriented design allows visitors to interact and provide personal insight.
- A database of available properties, searchable by region and industry.

In 2020, *Trade & Industry Development* took this process one step further by re-targeting the entire audience of tradeandindustrydev.com across the internet via Google, YouTube, Facebook, and LinkedIn. We can reach them wherever they are organically searching for or consuming online content. What we confirmed is that our audience is highly engaged in the site location process and in-market. Advertisers have enjoyed tremendous CTR through budget-based impression campaigns reaching our audience beyond our traditional media. We call it Audience Extension.

This suite of products makes *Trade and Industry Development* unparalleled in the industry in terms of reach and quality of content.

Program Objectives:

The following marketing program has been designed to reach C-Level Executives, site consultants and commercial real estate professionals involved in the site location decision-making process. The program consists of specific touch points including print and digital with a goal of creating awareness, educating, and positioning the Edinburg, Texas as a premier destination to start, grow or relocate their company.

Program

Option 1

Print: (1) Full Page Placement in your choice in the following issues

- Q4 2023 Advance Manufacturing
- Q1 2024 CiCi Awards Issue/Texas Spotlight
- Q2 2024 Logistics/Energy/Priority placement page 1
- Q3 2024 Food/Agriculture/Priority Placement Page 1

For over 20 years, Trade & Industry Development has served the economic development community by providing a unique targeted approach to marketing. Each issue focuses on different industries and is mailed solely to those audiences! This approach provides for greater market penetration and allows the economic development community to develop messaging that is relevant to those industries. Published quarterly, TID has circulation of 25,000, comprised of C-level Executives, Corporate Real Estate Professionals, and Site Selection Consultants.

Rich Media (1) Two-week flight (Dates: January 1-14, 2024 and July 1-14, 2024)

This interactive digital media is a combination of text, audio, animations, video, and interactive content meant to attract and engage users. It represents a powerful creative opportunity, allowing campaigns to deliver far greater impact to TID's expansive audience. TID's website receives over 18,000 unique monthly views and the average CTR is 1.28%.

Digital:(1) Audience Extension 185,000 Guaranteed Impressions (Dates: 6 months)

Guaranteed impression retargeting campaign to our audience of subscribers to the magazine, issue promo e-newsletter, and site users of tradeandindustrydev.com. This works across different channels, including Google Ads Network, YouTube, Facebook.

Added Value:

Featured Online Content (Duration of Run: 12 months)

The Featured Online Content is an article, provided by you and housed on the website TID.com and can include photos and/or videos. It has placement on the State, Region, in your related articles on your listing and tagged to all appropriate Industry Channels. Initially, the article is posted to the T&ID website's home page in the Featured Location Carousel then is archived on the Featured Location page indefinitely.

Print: Resource Guide. (Issue: Q4 2023, Q1 2024, Q2 2024, and Q3 2024)

Your listing in the Resource Guide section of these issues provides contact information to over 85,000 site decision makers.

Digital: Video (Dates: 12 months) Texas State Page and SW Region page-videos can be changed out

Videos reside on the Texas State page and SW Region page and agency pages on tradeandindustrydev.com.

Featured Agency Page of the state of Texas: Duration: 12 months)

Your Featured Listing includes priority placement as Featured Agency of Texas with an Enhanced Agency Page on the T&ID website that includes agency contact information with e-mail & URL links and logo along with enhanced features: 500–750-character description of the organization or venue, social links, video, logo, header/masthead image in addition to 4-6 gallery images.

Full Rate: \$ 33,424

Edinburg Net Rate: \$ 27,800



Option 2

Print: (1) Half Page Placement in your choice in the following issues

- Q4 2023 Advance Manufacturing
- Q1 2024 CiCi Awards Issue/Texas Spotlight
- Q2 2024 Logistics/Energy
- Q3 2024 Food/Agriculture

For over 20 years, Trade & Industry Development has served the economic development community by providing a unique targeted approach to marketing. Each issue focuses on different industries and is mailed solely to those audiences! This approach provides for greater market penetration and allows the economic development community to develop messaging that is relevant to those industries. Published quarterly, TID has circulation of 25,000, comprised of C-level Executives, Corporate Real Estate Professionals, and Site Selection Consultants.

Rich Media (1) Two-week flight (Dates: January 1-14, 2024 and July 1-14, 2024)

This interactive digital media is a combination of text, audio, animations, video, and interactive content meant to attract and engage users. It represents a powerful creative opportunity, allowing campaigns to deliver far greater impact to TID's expansive audience. TID's website receives over 18,000 unique monthly views and the average CTR is 1.28%.

Digital:(1) Audience Extension 185,000 Guaranteed Impressions (Dates: 6 months)

Guaranteed impression retargeting campaign to our audience of subscribers to the magazine, issue promo e-newsletter, and site users of tradeandindustrydev.com. This works across different channels, including Google Ads Network, YouTube, Facebook.

Added Value:

Featured Online Content (Duration of Run: 12 months)

The Featured Online Content is an article, provided by you and housed on the website TID.com and can include photos and/or videos. It has placement on the State, Region, in your related articles on your listing and tagged to all appropriate Industry Channels. Initially, the article is posted to the T&ID website's home page in the Featured Location Carousel then is archived on the Featured Location page indefinitely.

Print: Resource Guide. (Issue: Q4 2023, Q1 2024, Q2 2024, and Q3 2024)

Your listing in the Resource Guide section of these issues provides contact information to over 85,000 site decision makers.

Digital: Video (Dates: 12 months) Texas State Page and SW Region page-videos can be changed out

Videos reside on the Texas State page and SW Region page and agency pages on tradeandindustrydev.com.

Featured Agency Page of the state of Texas: Duration: 12 months)

Your Featured Listing includes priority placement as Featured Agency of Texas with an Enhanced Agency Page on the T&ID website that includes agency contact information with e-mail & URL links and logo along with enhanced

features: 500–750-character description of the organization or venue, social links, video, logo, header/masthead image in addition to 4-6 gallery images.

Full Rate: \$ 29,212

Edinburg Net Rate: \$ 21,500



June 27, 2023

Thank you for your interest in RGVision Magazine and our new look as we combine our education publication with RGVision - focusing on pressing issues in Healthcare, business, education, as well as quality of life for the Rio Grande Valley. We value strong relationships with our advertisers and would like to propose a partnership, rather than a mere media proposal. When your company invests in RGVision, you not only get results, but added value available nowhere else that is substantial to our area.

Entity Name: Edinburg EDC

The RGVision advertising campaign:

- RGVision Magazine– *Full Page Ad* - 6 issues (annual campaign rate) - \$2,200/issue
 - September/October 2023 issue
 - Nov/Dec 2023 issue
 - January/February 2024 issue
 - March/April 2024 issue
 - May/June 2024 issue
 - July/Aug 2024 issue

With the proposed above, you will receive the following added value:

1. RGVision will provide 2 additional pages to feature Edinburg EDC and topic of choice each issue reaching 42,000 readers as RGVision is circulated in over 400 locations.
2. Online Banner ad Campaign in monthly newsletter reaching 2,000 email contacts locally weekly linked to website of choice.
3. RGVision will provide Edinburg EDC a banner ad on the home page of rgvisionmagazine.com through out the campaign with over 36,000 impressions every month.
4. RGVision will promote Edinburg EDC with our Social media platforms every month with Facebook mentions and tags.
5. Online content to share through social media links on the home page of RGVisionmagazine.com

With this proposal, you are agreeing to the payment of \$2,200/issue OR PIF 10% DISCOUNT OF \$11,880 for a 6-issue/12 month campaign in the RGVision

Business/Medical/Education Magazine.

Thank you for your time and consideration, we look forward to working together. If you have any questions or concerns, please do not contact me, thank you!

Sincerely,
Gabriel Puente
Publisher

rgVision
publications

This quotation is good for 90 days. Any alterations from the above specifications will incur additional charges and will be added when invoiced. Upon acceptance please sign, date and fax or email to RGVision **Publications**

hesitate to contact me, 956.566.6598

Authorized Name and Signature:

Date:

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SOLUTIONS

PROPOSAL

Where Progressive Companies Meet Growing Communities.



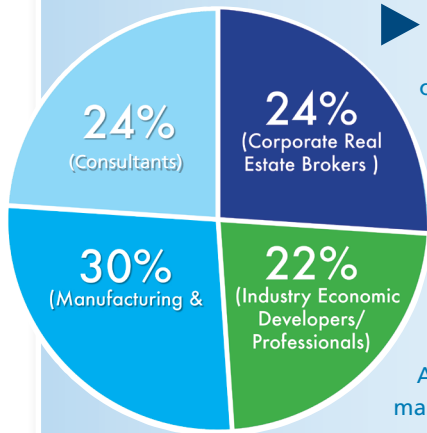
ExpansionSolutionsMagazine.com

PRINT | DIGITAL | ANALYTICS
ONLINE | SOCIAL MEDIA | CUSTOM CONTENT
LEADGEN PROGRAM | eNEWSLETTER | AD DESIGN
CONFERENCE COVERAGE | MEDIA TOURS
ONLINE BRANDING CAMPAIGNS

About Expansion Solutions Magazine

55,000

20,000 Print Circulation
35,000 Digital Magazine Recipients



Expansion Solutions (ES) is a leading media outlet for world-class economic development content, key industry-related trends, education, and breaking economic development news. ES facilitates connections between expanding companies and economic development professionals while assisting in the growth and maintenance of key relationships between a vital community of business professionals with their fingers on the pulse of economic development.

Through our bi-monthly digital and print magazine, website, eNewsletter, social media and digital campaigns – ES has created a multi-layer platform for Site Selection Consultants, Corporate Real Estate Brokers, C-level Executives, SVPs, VPs and Economic Development Organizations to exchange ideas and collaborate.

As a full-service, multi-media company with a complete suite of tools available for branding, marketing, public relations, and business recruitment assistance, ES provides a full spectrum of services and assists in bridging the gap between corporate decision makers and public and/or private agencies seeking investment. Our mission is to provide outstanding, current event driven content to inform our readers of the latest trends, news, legislation, financial programs and insights crucial to facility planning.

Circulation

The readership of Expansion Solutions Magazine is comprised of more than 55,000 of the most powerful decision makers involved in corporate expansion and site selection. Additionally, ES provides its advertisers with bonus distribution at key industry-related conferences which correspond with highly-targeted industries featured throughout the editorial calendar. The ES digital edition, as well as archived issues are available at ExpansionSolutionsMagazine.com.

Digital Viewership 150,000 +/-

ExpansionSolutionsMagazine.com

Average Website Views: 150,000 +/-

Newsletter Recipients: 35,000 +/-

Social Media Followers:

- Twitter — 2,300 +/-
- LinkedIn — 4,700 +/-

Online

As a widely-used resource for professionals seeking content, information and research regarding site location or facility planning, industry trends, directory listings and much more, ExpansionSolutionsMagazine.com yields an average yearly viewership of over two million. This ensures online content and advertisements will be seen by the most qualified professionals who are actively engaged in business expansion and facility planning projects.

Delivering Brand Awareness

Brand awareness marketing campaigns have been part of Expansion Solutions' repertoire since its inception in 2002. We primarily handle marketing/branding campaigns in a variety of print, digital and social media platforms for cities, counties, regions, provinces, state agencies as well as other areas/locations from around the world. For example, the following list of state agencies have chosen to successfully promote their brand through ESM:

Digital Media Campaigns

Our Digital Media campaigns with real-time reporting, utilize the large, yet extremely targeted database of key decision makers and influencers developed by ES through numerous proprietary resources. Our unique database can direct your display or video ads to our exclusive audience through social media channels and millions of websites across the internet. This allows you to connect with ideal prospects on a tremendous scale while working together with print/digital advertising to create an unparalleled, cohesive marketing impact for your organization.

Recommended Print / Digital Issues

➔ **September / October 2023:** Full Page Ad
Suggested Placement: Aviation Section or Client's Choice

Full List of Features for this Issue:

- | | |
|---------------------|----------------------|
| - Aviation | - Ports / FTZs |
| - Digital Media | - Outdoor Recreation |
| - Metal Fabrication | - Forestry & Lumber |

➔ **November /December 2023:** Full Page Ad
Suggested Placement: Advanced Mfg. or Healthcare Section - Client's Choice

Full List of Features for this Issue:

- | | |
|--------------------------------|------------------|
| - Advanced Manufacturing | - Healthcare |
| - Food Production & Processing | - Certified Site |

➔ **January/February 2024:** Full Page Ad
Suggested Placement: Logistics or Medical Device Mfg. - Client's Choice

Full List of Features for this Issue:

- | | |
|-----------------------|--------------------|
| - Medical Device Mfg. | - Plastics |
| - Data Centers | - Cyber Security |
| - Logistics | - Renewable Energy |

➔ **March/April 2024:** Full Page Ad *"Annual Texas Economic State Review"*
Suggested Placement: Texas Annual Review, Aerospace & Defense or Automotive Section

Full List of Features for this Issue:

- | | |
|-----------------------|------------------|
| - Aerospace & Defense | - Transportation |
| - Automotive | - Shovel Ready |
| - Retail | - Headquarters |

Issue Included in the Digital Edition –

All print advertisements will be in the digital version of the magazine; this includes live links on your advertisement. The digital magazine will be archived and available for several years on our website. The digital version of the publication will be featured in the E-Newsletter.



Digital Homepage Recommendation

Ad position based on availability at time of purchase.

Homepage Premium Rectangle

Ad Unit Size: 300 x 600

12 Month Renewal (8/15/23 – 7/14/24)

Note:

Our homepage captures our entire audience of site selection consultants, C-level executives, and economic developers.

Our site is then designed for our audience to drill down from the homepage to research expansion strategies by location and/or industry.

The screenshot shows the homepage of EXPANSION SOLUTIONS MAGAZINE. The layout includes a top navigation bar with links like Home, Magazine, News, Industry, Location Resources, Virtual Site Tours, Distribution, and Events & Training. The main content area is divided into several sections:

- Hero Section:** A large banner at the top right reads "WHERE FINTECH BREAKS THROUGH. LEARN MORE > FLORIDA | THE FUTURE IS HERE >>>".
- Economic Development News:** A grid of articles including "EDBA Board Approves Assistance for Three Established Companies and Three Startups in Iowa", "SC Ports Handle Nearly 3 Million TEUs in 2022", and "Margin Metals Inc. Plans Expansion in North Alabama".
- Sponsored Spotlights:** A section featuring articles like "Clinton County, Ohio Strategically and centrally located.", "Our Next Economic Gig: Supply Chain Resilience", and "Above and Below Ground: Nevada Holds the Key to Economic Growth".
- Featured Videos:** A row of video thumbnails with titles like "The Corporation of the City of Madison", "Welcome to Licking County", and "CUSTOM WORKFORCE DEVELOPMENT AND R&D RESOURCES".
- Most Read Articles:** A section with a grid of article thumbnails. One article, "EDINBURG, TX", is circled in red. It features the headline "FLEXIBLE TALENT FOR ANY INDUSTRY" and a map of Texas with a red dot in the southeast corner.
- State & International Reviews:** A section with articles like "Central New York - Primed for Semiconductor Manufacturing", "Massachusetts' Economic Might", and "Ontario: A Reason for the Most Innovative and Driven Companies".
- Current Issue:** A section showing the cover of the "EXPANSION SOLUTIONS MAGAZINE" with the headline "THE FUTURE IS HERE".
- Stay Connected:** A section at the bottom right with social media links for Facebook (136 Followers), Twitter (2,279 Followers), LinkedIn (500+ Connections), and YouTube (Subscribe).

SOLUTIONS

Recommended Articles:

(Availability will vary depending on time of commitment – Articles listed below are currently available)

- 1) Medical Device Manufacturing (Releases Feb “24)
- 2) Texas Economic Development Review (Releases April “24)
- 3) Aerospace & Defense Feature (Releases April “24)

Notes: *Ad Size:* 300 x 600

Article Featured on the Homepage for 2 months

Article Featured on the Industry or Location Page for 12 Months

Exclusive to one advertiser / Ad will appear above-the-fold

Articles will be Google compliant / tagged / searchable / shareable

Articles featured in Bi-Monthly E-Newsletter

Promoted on our Social Media Outlets

Digital Article Reach:

35,000 E-Newsletter Subscribers

6,500 Social Followers

150,000 Website Viewership

EXPANSION
SOLUTIONS
ESM
MAGAZINE

Home Magazine News Industries Location Based Virtual Site Tours Education Events & Training Q

bioethics

Recent and Emerging Trends in Bioethics

bioethics & Risk

The Science & Risk Part 1: It's the Future

megarail

A Brave New World for the U.S. Inter-city

port authority

PORT AUTHORITY

port authority

PORT AUTHORITY

Featured Sponsor

Economic Development News

AMSCADES establishing presence in Greater DC

11 new jobs (John Chalkin, NC) — AMSCADES, an art and engineering company,

Governor Cooper Announces Nearly 600 New Jobs in Durham as Multi-Cancer Early Detection Unit Launches

11 new jobs (John Chalkin, NC) —

Bravos Environmental Eats 2012 New Jobs in Central Oregon

11 new jobs (John Chalkin, NC) —

Sevenside Harbor Designing 1st President's Park

11 new jobs (John Chalkin, NC) —

Twitter

11 new jobs (John Chalkin, NC) —

Governor Northam Announces Microsoft Corporation to Create 1,500 New Jobs in Fairfax County

11 new jobs (John Chalkin, NC) —

GPNV Cuts Costs

11 new jobs (John Chalkin, NC) —

FOST Biopharmaceuticals in Launch First US Manufacturing Facility in Indiana

11 new jobs (John Chalkin, NC) —

JobOhio

11 new jobs (John Chalkin, NC) —

National Road Business Park Reaches 50th Site Development Grant to Attract New Business

11 new jobs (John Chalkin, NC) —

Company will invest \$10 million in state-of-the-art development and build a regional hub (John Chalkin, NC) —

ESM's Featured Article Sponsor

Defense & Aerospace: Investment Driven by Regional Uncertainties | Defense & Aerospace | Global Business Insights | Report Statistics

03/20/2022

Defense & Aerospace: Investment Driven by Regional Uncertainties

Published on Wednesday, April 5, 2023 by Expansion Solutions Magazine

By Michael D. Wise, author and freelance writer

Global defense spending has surged ahead over the past several years, reaching the record high level of \$2.1 trillion for 2021.

At the same time, spending, while registering a seven percent year-on-year growth, amid strong tailwinds and favorable underlying forces led by economic shifts in traditional geopolitical dynamics and quadrupling China's military expenditure and Russian regional resurgence marking the return of the great power competition in the 21st century, according to the latest Global Aerospace and Defense Market – 2022-2027.

The rise of China and its military posturing in the Asia-Pacific region have combined with the ongoing Russian incursion into Ukraine here, it says, "collectively led to significant turbulence and a subsequent, massive surge in defense spending across APAC & Europe which is likely to be sustained at least through the end of current decade."

As a result, the report says, the U.S. defense industrial base "is preparing to switch to warfighter mode amid increasing environmental uncertainty and volatility; political tensions; and the risks of escalations following the virtual cooperation of traditional, refueled world order with significant investments towards R&D on next-generation systems & technologies."

Money & Specific Threats

In December 2022, President Biden signed the Fiscal Year 2023 National Defense Authorization Act into law, while both the House and Senate passed the FY 2023 defense funding bill. All in all, the \$773 billion funding package includes a \$45 billion increase in funding over the Biden administration's initial FY 2023 budget proposal.

According to the Department of Defense, the FY2023 Budget gives the agency the green light "to develop, procure, and modernize capabilities to ensure combat-credible forces across all domains to address the pacing challenge from the People's Republic of China and to address acute threats from Russia."

Topping the agency's "to-do" list are the implementation of a Nuclear Enterprise Modernization strategy to recapitalize all three legs of the nuclear triad with investments in the construction of a Columbia-class ballistic missile submarine; and the development of the B-21 long-range strike bomber and the long-range stand-off (LRSO) missile.

Investments in so-called "lethal air forces" include the acquisition of 61 F-35 Joint Strike Fighter aircraft, two dozen F-15EX fighter and 15 KC-46 Pegasus refueling aircraft; and further expansion of the Air Force's Next Generation Air Dominance (NGAD) capabilities.

The Navy will add a pair of Arleigh Burke-class destroyers, a single frigate; and two Virginia-class submarines to the fleet, while the Marines Combat Effective Ground Forces – U.S. Army and U.S. Marine Corps – will add 72 armored multi-purpose vehicles; and 74 amphibious combat and 3,721 joint light tactical vehicles.

Missile Defense and Defense investments will include funding for ground-based midcourse (GMD) and improved homeland defense next generation interceptors (NGI); terminal high altitude area defense (THAAD) ballistic missile defense systems; Patriot advanced capability (PAC-3) missile enhancement; and long-range, advanced artillery fires, including funds to procure highly-survivable, reaction-stroke, and long-range fires.

Related Reading

Space Valley Announced as a Finalist for Potential \$160M Federal Grant

The U.S. National Science Foundation announced the Space Valley "nominee as a finalist of its 2022-23 year National Innovation Ecosystem Competition. Read More...

Aerospace Composite Solutions: Relocating to New \$16.9 Million Facility

Aerospace Composite Solutions (ACS), formerly Haskins & Company, a comprehensive aerospace design and manufacturing company focused on bonding is... Read More...

Abram's company will invest \$22 million and preserve \$4.2 million in tax revenue

The Nevada Governor's Office of Economic Development (GOED) approved five companies to will receive \$2.2M each in tax abatement. See more... Read More...

Ten Piedmont Triad Airport Authority Is Thrilled to Welcome Marshall Aerospace

The Piedmont Triad Airport Authority is thrilled to welcome Marshall Aerospace as the latest addition to the airport's impressive catalog of tenants. Read More...

Recommended Digital E-Newsletter Sponsorships

➔ E-Newsletter Sponsorship –

Size Unit Size: 180 x 150

Bi – Monthly E-newsletter (35,000+ recipients)

Limited Advertisers

Availability could change based on time of commitment – Currently Available

April Release '24 (Released April '24)

Featuring Texas, Aerospace / Defense and Automotive

Availability could change based on time of commitment – Currently Available

Digital Article Reach:

35,000 E-Newsletter Subscribers

EXPANSION SOLUTIONS

LEADING SOURCE OF ECONOMIC DEVELOPMENT NEWS

Where Progressive Companies Meet Growing Communities

EXPANSION. DEVELOPMENT. RELOCATION.

MAGAZINE | NEWS | EVENTS

ADVANCED MANUFACTURING

The Crest of the Wave: Advanced and Additive Manufacturing

The skills needed by nearly all manufacturers soon will be shaped to some degree by the rapidly accelerating robotics and machine learning revolution, including automation, robotics, additive manufacturing, and artificial intelligence. [Read more...](#)

Trends in Healthcare and an Imperative for a focus on Workforce Development

How is the healthcare industry responding and performing? What challenges remain and are constraining the industry? What opportunities are on the horizon? [Read more...](#)

FOOD PROCESSING

Food Processing Market Strong, Despite Issues

As consumers adjust their food budgets by leaning more towards generic labels and away from the expensive brands, companies must adjust. [Read more...](#)

FEATURED LOCATIONS:

- Idaho Continues Record Growth in 2022
- Measuring Mississippi's Economic Might
- Central New York: Primed for Semiconductor Manufacturing
- Above and Below Ground: Nevada Holds the Key to Economic Growth
- Ontario: A Beacon for the Most Innovative and Driven Companies
- South Carolina: Leading the Race to the Top
- Yes, West Virginia: The Land of Business Opportunity
- Wyoming's Next Horizon

WHERE FINTECH BREAKS THROUGH.

[Learn more >](#) FLORIDA | THE FUTURE IS HERE >>>

RECENT NEWS AND JOB CREATION

- Charleston has deepest harbor on East Coast at 52 feet
- Ultium Cells LLC Announces Plans to Produce More Battery Cells Faster
- Saputo Cheese USA announces expansion at the Las Cruces Innovation and Industrial Park
- Essential Cabinetry Group to Expand Operations in Greenville County
- Executive Director Michael Brown Announces Departure From GOED
- More Class A Industrial Space Set for Development in Johnston County
- German Robotics Company to Locate Headquarters, Manufacturing in Cherokee County
- Ford, SK On Make Significant Construction Progress at BlueOval SK Battery Park
- Agricultural Technology Startups Take Root in Wisconsin
- British Chemical Manufacturer to Build its First U.S. Facility in Acadiana

Nevada Governor's Office of ECONOMIC DEVELOPMENT

EMPOWERING SUCCESS

Why Nevada

DECEMBER 2022

December issue features leading content on the

2023 / 24 Proposal

Print / Digital Issues

➔ Select **three** Print / Digital Issues from the recommended list below:

Ad Size: Full Page Ad

- **Sept/Oct 2023** – Ad Material Due Date: 8/24/23
 - ✓ Aviation Feature
 - ✓ Metal Fabrication Feature
- **Nov/Dec 2023** – Ad Material Due Date: 10/13/23
 - ✓ Healthcare Feature
 - ✓ Advanced Manufacturing Feature
 - ✓ Food Production Feature
- **Jan/Feb 2024** – Ad Material Due Date: 12/08/23
 - ✓ Medical Device Manufacturing Feature
 - ✓ Logistics Feature
- **Mar/Apr 2024** – Ad Material Due Date: 2/16/24
 - ✓ Aerospace & Defense Feature
 - ✓ Automotive Feature
 - ✓ Texas Economic Annual Review

Digital Components

➔ **Homepage Feature Premium Rectangle:**

Ad Unit Size: 300 x 600

Timeframe: 12 Months (8/15/23-7/14/24)

➔ **Select *two* Industry Article Sponsorships:**

Ad Unit Size: 300 x 600

- Medical Device Manufacturing (Releases Feb “24)
- Texas Economic Development Review (Releases April “24)
- Aerospace & Defense Feature (Releases April “24)

➔ **1x E-Newsletter:**

Ad Unit Size: 728 x 90

April 2024 E-Newsletter (Releases April “24)

- ✓ Featuring Aerospace & Defense
- ✓ Featuring Automotive
- ✓ Featuring the Texas Economic Annual Review

Editorial Schedule

Issue	Special Features
September/ October	Aviation Digital Media Metal Fabrication Ports/FTZs Outdoor Recreation
November/ December	Advanced Manufacturing Food Production & Processing Healthcare Certified Sites Oil, Gas and Coal Production Opportunity Zones

2023

2024

Issue	Special Features
January/ February	Logistics Data Centers Medical Device Mfg. Plastics Cyber Security Green Development
March/ April	Aerospace & Defense Automotive Retail Transportation Shovel Ready Sites Headquarters
May/ June	Biotech Financial & Business Services Food Processing Ports Science & Tech Parks Rail

Package Total: \$20,000 Net

One-Time Invoice – October 2023

Multi-Item rates applied, additional 20% discount given for custom package.



Multiplatform Marketing Campaign

Nexstar Media - Harlingen / Weslaco / Brownsville / McAll...

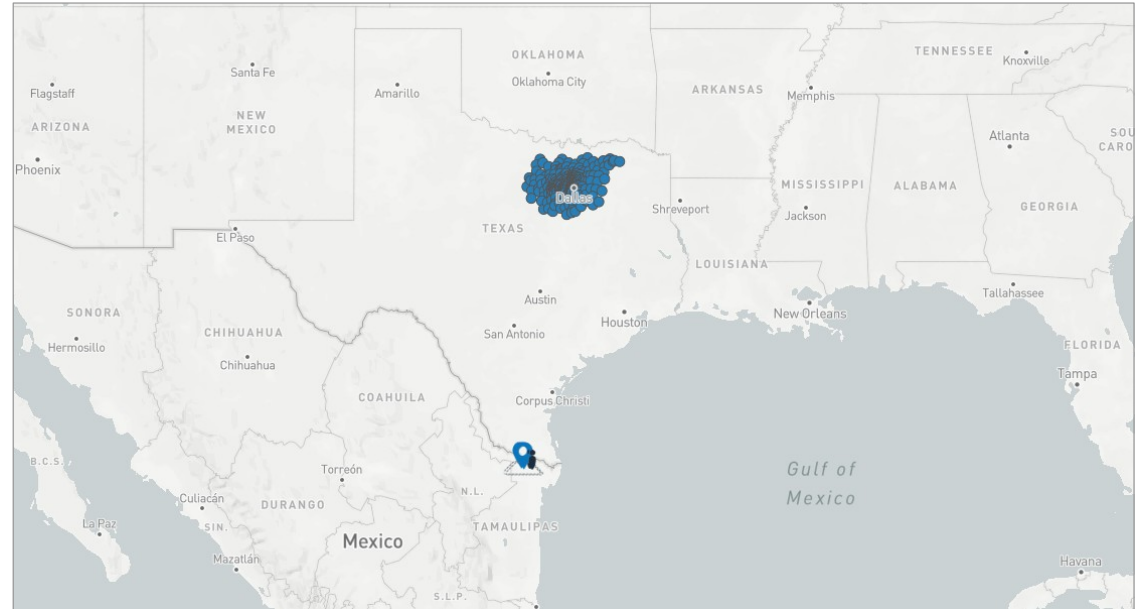
Cindy Velasquez

CVelasquez@nexstar.tv

April 2023

About Our Business

Nexstar Media Group is America's largest local television and media company with 199 full power stations (including partner stations) in 116 markets addressing nearly 68% of US television households and a growing digital media operation. Nexstar's platform delivers exceptional local content and network programming to inform and entertain viewers, while providing premium, scalable local advertising opportunities for advertisers and brands across all screens and devices.



Recommended Campaign Product Listings



Addressable Display



GeoFence Retargeting



GeoVideo Retargeting



Addressable CTV 90

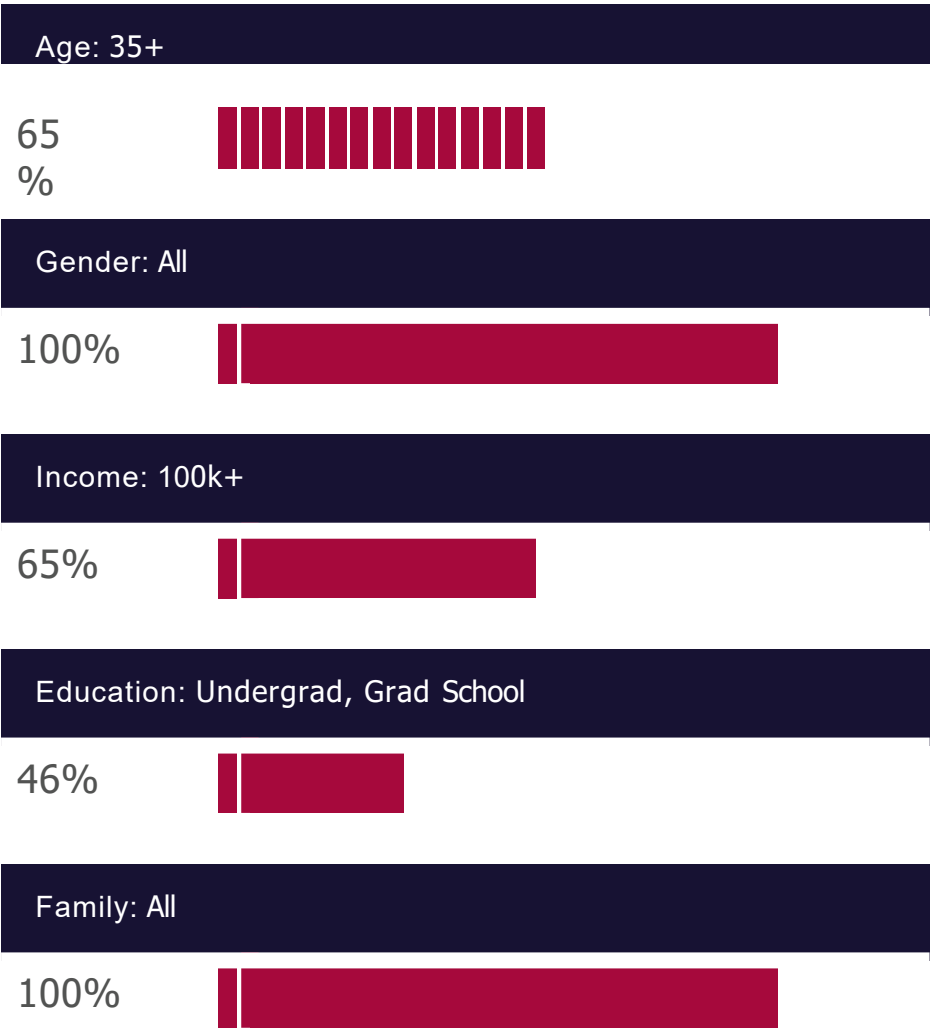


Broadcast Television

YOUR TARGET AUDIENCE



Demographics



Interests

Business & Industrial

Target Customers

Age: 35+

Sex: All

Education: Undergrad, Grad School

Family: All

Income: 100k+

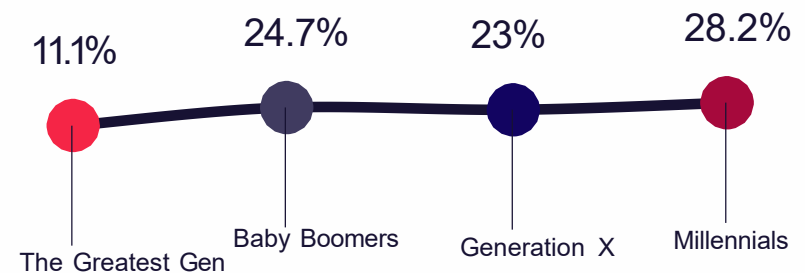
Where We'll Find Your Target Audience*

entrepreneur.com	businessinsider.c...	bloomberg.com	wsj.com
oilprice.com	businessnewsdai...	money.cnn.com	baltimore.cbsloc...
azdailysun.com	cnn.com	almanac.com	backyardchicken...
equinenow.com	classadrivers.com	truckersforum.net	truckingboards.c...
ncaa.com	hoopshype.com	covers.com	thenest.com
marthastewart.com	greatschools.org	everydayfamily.c...	todaysparent.com
craftgawker.com	usmagazine.com	education.com	enotes.com
families.com	rottentomatoes.c...	elle.com	fandango.com
cosmopolitan.com	edmunds.com	overstock.com	bhg.com
espn.go.com		caranddriver.com	nadaguides.com
hgtv.com			

*Targeting based on demographics, industry, and audience interests selected. The above list represents sample sites.



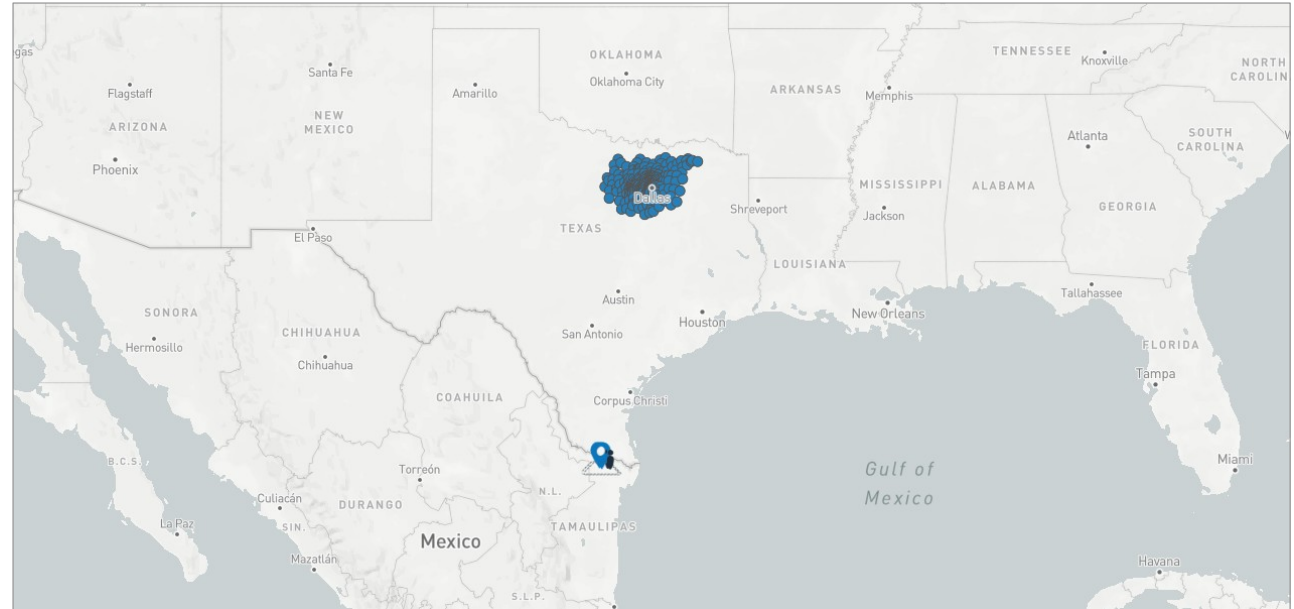
Local Population Composite



GEOFENCE & GEOVIDEO

How it Works

A predefined area around a specific location. Ads are only served to consumers inside the fence. We leverage variable location targeting with GPS services to serve these ads. Use hyper local targeting to reach your customers based on their actual behavior. Tap into real world re-targeting by continuing to serve these consumers ads once they leave the fence. Mobile only ads served inside of apps and on websites as well.



Sample Target Locations: Locations Can Be Changed Monthly

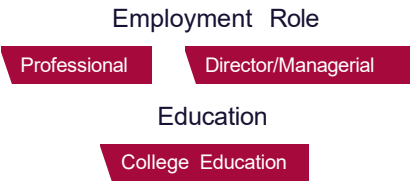
Mc Allen-Hidalgo International Bridge, International Boulevard, Hidalgo, TX, USA | 500m

Pharr International Bridge, Pharr, TX, USA | 500m

Target Segments

Reach your audience with even more precision by leveraging industry-leading data sources to deliver ads with enhanced location precision. With AI-powered optimizations, your message will be delivered to the most relevant audience on the highest-quality sites, apps, and networks with Addressable X.

Sample Demographic

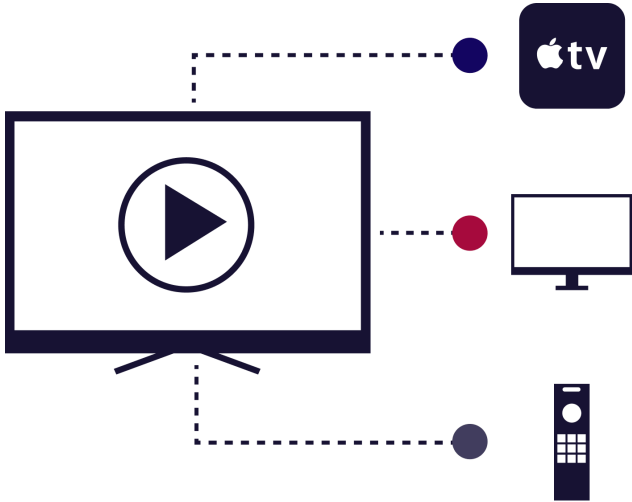


About Connected TV

The connected TV penetration rate in the United States rose to an all time high in 2022, with 87 percent of American households owning at least one internet-connected TV device.

<https://www.statista.com/statistics/294654/connected-tv-penetration-rate-usa>

Number of Connected TV Users



Over the past 5 years, tv viewers have embraced connected devices from brands like Amazon Fire TV, Apple TV, Roku and many others — as a way to watch programming.

Adults spend 2 hours and 41 minutes each day streaming online video.

Sources: <https://www.insiderintelligence.com/content/us-time-spent-with-media-2022>

46% of adults watch video on a connected device daily. This is up from 40% in 2020 and 25% in 2017.

Sources: <https://www.leichtmanresearch.com/46-of-adults-watch-video-via-a-connected-tv-device-daily>

Networks Your Ad May Appear on

Devices Included:

YOUR STREAMING AUDIENCE

AUDIENCE MATCH

MRI | SIMMONS

Demographics and Psychographics supported by
Winter 2022 MRI-Simmons USA
Retrieved from Simmons Insights Database



History



Discovery



Smithsonian Channel



Bloomberg



Fox Business



CNBC



Science Channel



HGTV



ABC



Fox News



Outdoor Channel



Bravo



NBC



National Geographic



TLC



Travel Channel



ABC Action News



ABC News



ESPN News



NBC News

Recommended :15 Second Commercial Schedule

Demo: CS-Households CS.RTG

Station	Program Name	Time	Len	Spots
SVEO				
SVEO	CBS 4 NEWS SUNRISE	Mo-Fr 5:00a-7:00a	:15	9
SVEO	CBS THIS MORNING	Mo-Fr 7:00a-9:00a	:15	10
SVEO	CBS 4 NEWS @ 12N	Mo-Fr 12:00p-12:30p	:15	10
SVEO	JEOPARDY	Mo-Fr 3:00p-3:30p	:15	10
SVEO	CBS 4 NEWS VALLEY AT 6	Mo-Fr 6:00p-6:30p	:15	6
SVEO	WHEEL OF FORTUNE	Mo-Fr 6:30p-7:00p	:15	2
SVEO	CBS 4 ROTATOR	Mo-Su 5:00a-12:00a	:15	10
SVEO	CBS 4 VALLEY WEEKEND EDTN	Sat 6:00p-6:30p	:15	2
SVEO	WHEEL OF FORTUNE	Sat 6:30p-7:00p	:15	2
SVEO	CBS4 NEWS AT TEN WEEKEND	Sat 10:00p-10:35p	:15	2
SVEO	CBS 4 NEWS AT TEN WEEKEND	Sun 10:00p-10:35p	:15	2

General Summary (CS-Households CS.RTG)

Description	Spots	Impressions (000)	Reach	Freq	Population
SVEO	65	419.898	56.8	2.5	292,798

Recommended :15 Second Commercial Schedule

Demo: CS-Households CS.RTG

Station	Program Name	Time	Len	MY 1	MY 8	MY 15	MY 22	Spots
KGBT								
KGBT	KGBT Rotator	Mo-Su 5:00a-12:00a	:30	10	10	15	15	50

General Summary (CS-Households CS.RTG)

Description	Spots	Impressions (000)	Reach	Freq	Population
KGBT	50	22.550	1.1	5.0	403,470



KGBT – myTV Programming

Marketing Campaign Re-Cap



Products	Details
 Addressable Display Banner Ads	62,500 IMPRESSIONS PER MONTH
 GeoFence Retargeting	57,692 IMPRESSIONS PER MONTH
 GeoVideo Retargeting	35,714 IMPRESSIONS PER MONTH
 Addressable Targeted OTT	46,875 IMPRESSIONS PER MONTH
 Broadcast Television	65 :15 SECOND COMMERCIALS ON CBS4 100 :15 SECOND COMMERCIALS ON MYTV
RECURRING MONTHLY INVESTMENT	\$ 6,500 MONTH

Client Agreement

Start Date: May 2023

End Date: September 2023

Term: 5 MONTHS

Print Client Name

Client Signature

Nexstar Media KVEO - Harlingen / Weslaco
/ Brownsville / McAllen, TX Signature

SAMPLE TARGETED ZIP CODES



75001	75002	75006	75007	75009	75010	75013	75019
75022	75023	75024	75025	75028	75032	75034	75035
75038	75039	75040	75041	75042	75043	75044	75048
75050	75051	75052	75054	75056	75057	75060	75061
75062	75063	75065	75067	75068	75069	75070	75071
75074	75075	75077	75078	75080	75081	75082	75087
75088	75089	75093	75094	75098	75101	75104	75114
75115	75116	75119	75125	75126	75132	75134	75135
75137	75141	75142	75143	75146	75147	75149	75150
75152	75154	75157	75158	75159	75160	75161	75164
75165	75166	75167	75169	75172	75173	75180	75181
75182	75189	75201	75202	75203	75204	75205	75206
75207	75208	75209	75210	75211	75212	75214	75215
75216	75217	75218	75219	75220	75223	75224	75225
75226	75227	75228	75229	75230	75231	75232	75233
75234	75235	75236	75237	75238	75240	75241	75243
75244	75246	75247	75248	75249	75251	75252	75253
75254	75270	75287	75390	75401	75402	75407	75409
75415	75422	75423	75424	75428	75432	75441	75442
75448	75449	75450	75452	75453	75454	75469	75474

SAMPLE TARGETED ZIP CODES



75491	75495	75496	76001	76002	76006	76008	76009
76010	76011	76012	76013	76014	76015	76016	76017
76018	76020	76021	76022	76023	76028	76031	76033
76034	76035	76036	76039	76040	76041	76044	76049
76050	76051	76052	76053	76054	76058	76059	76060
76061	76063	76064	76065	76066	76067	76070	76071
76073	76078	76082	76084	76085	76086	76087	76088
76092	76093	76102	76103	76104	76105	76106	76107
76108	76109	76110	76111	76112	76114	76115	76116
76117	76118	76119	76120	76123	76126	76127	76129
76131	76132	76133	76134	76135	76137	76140	76148
76155	76164	76177	76179	76180	76182	76201	76205
76207	76208	76209	76210	76225	76226	76227	76234
76244	76247	76248	76249	76258	76259	76262	76266
76270	76272	76426	76431	76462	76486	76487	76490
76623	76651	76670					

GEOFENCE & GEOVIDEO SAMPLE TARGET LOCATIONS



Mc Allen-Hidalgo International Bridge, International Boulevard, Hidal...
1023 International Blvd, Hidalgo, TX 78557, USA
26.097 / -98.271
500m

Pharr International Bridge, Pharr, TX, USA
Pharr International Bridge, Pharr, TX, USA
26.077 / -98.2036
500m

HubSpot Quote #SZ850FT6T8AOK0PW

Prepared for:

Edinburg Economic Development Corporation

Hub ID #24082122

Details:

Expires September 30, 2023

Commitment: 12 months

Billing cycle: Up front

Your HubSpot Sales Rep:

Henry Cannon

Your first term

Starts Aug 22, 2023

12 month subscription	\$14,399.64
One-time purchases	-
Total (Before tax)	\$14,399.64
Total term savings	\$22,680.36

Your auto-renewal

Starts Aug 22, 2024

12 month subscription	\$14,399.64
One-time purchases	-
Total (Before tax)	\$14,399.64
Total term savings	\$22,680.36

Your renewal is automatic, but can be cancelled in Account & Billing.

This HubSpot quote expires on September 30, 2023. This quote includes the terms that will apply upon purchase to your subscription for the Products & Services listed below. To view your current subscription detail for all of your Products & Services associated with this portal,

see the [Account & Billing](#) page. If you have any questions about this quote, please contact your HubSpot representative.

Review your subscription

Subscription Term Through Aug 21, 2024	
✓ CRM Suite Professional	\$14,399.64
NEW	
Marketing Hub Professional - Marketing Contacts (Includes 2,000 Marketing Contacts)	\$10,680.00
2023 Annual Pro CRM Suite Discount	-\$6,532.53
Added upon purchase for the remainder of your Subscription Term	\$4,147.47
NEW	
Sales Hub Professional (Includes 5 Users)	\$6,000.00
2023 Annual Pro CRM Suite Discount	-\$3,669.96
Added upon purchase for the remainder of your Subscription Term	\$2,330.04
NEW	
Service Hub Professional (Includes 5 Users)	\$6,000.00
2023 Annual Pro CRM Suite Discount	-\$3,669.96
Added upon purchase for the remainder of your Subscription Term	\$2,330.04
NEW	
CMS Hub Professional	\$4,800.00
2023 Annual Pro CRM Suite Discount	-\$2,935.97
Added upon purchase for the remainder of your Subscription Term	\$1,864.03
NEW	
Operations Hub Professional	\$9,600.00
2023 Annual Pro CRM Suite Discount	-\$5,871.94
Added upon purchase for the remainder of your Subscription Term	\$3,728.06
Summary	
1 year subscription, billed annually	\$14,399.64

Review your auto-renewal

Auto-renewal Starts Aug 22, 2024	
✓ CRM Suite Professional	\$14,399.64
NEW	
Marketing Hub Professional - Marketing Contacts (Includes 2,000 Marketing Contacts)	\$10,680.00
2023 Annual Pro CRM Suite Discount	-\$6,532.53
	\$4,147.47
NEW	
Sales Hub Professional (Includes 5 Users)	\$6,000.00
2023 Annual Pro CRM Suite Discount	-\$3,669.96
	\$2,330.04
NEW	
Service Hub Professional (Includes 5 Users)	\$6,000.00
2023 Annual Pro CRM Suite Discount	-\$3,669.96
	\$2,330.04
NEW	
CMS Hub Professional	\$4,800.00
2023 Annual Pro CRM Suite Discount	-\$2,935.97
	\$1,864.03
NEW	
Operations Hub Professional	\$9,600.00
2023 Annual Pro CRM Suite Discount	-\$5,871.94
	\$3,728.06
Summary	
1 year subscription, billed annually	\$14,399.64

Order Summary

1 year subscription, billed annually	\$14,399.64
Prorated Adjustment ⓘ	-\$1,439.30

Sales tax ⓘ

\$855.38

Order total (including tax)

\$13,815.72

Legal Terms

- During the Subscription Term and any renewal terms, you may choose to cancel your subscription early, provided that, we will not provide any refunds and you will promptly pay all unpaid fees due through the end of the Subscription Term.
- **We do not provide refunds** if you decide to stop using the HubSpot subscription during your Subscription Term.
- Your Subscription Term will automatically renew for the period indicated above, unless you tell us that you don't want to renew by providing notice as required in the Customer Terms of Service.
- If you do not have the CRM activated in your HubSpot portal, then we will activate it upon your purchase.
- Upon renewal, we may increase the fees to reflect future changes to our list prices. If this increase applies to you, we will notify you at least thirty (30) days in advance of your renewal. See the 'Fee Adjustments at Renewal' section of our Customer Terms of Service for more details.
- If you add more Contacts than you purchased to your portal, we will automatically increase your Contact Limit and Subscription Fee based on the total number of Marketing Contacts in your account for the remainder of your current Subscription Term; you will also be charged the increased amount for each following Billing Period, even if you later reduce the number of Contacts. You can downgrade your Contact tier at your next renewal upon signing of a new Order Form.
- You can designate a Contact as a Marketing Contact at any time. But there are limitations on when you can designate a Contact as a Non-Marketing Contact. We recommend reviewing the designation of your Contacts regularly to avoid an unintended Contact tier upgrade fee.

Your recurring fees are subject to increase based on usage. Fees are also subject to increase to reflect future changes to our list price, as documented in Product and Services Catalog. See the [HubSpot Customer Terms of Service](#) for more detail.

Please read and keep in mind the [HubSpot Customer Terms of Service](#), including the [HubSpot Privacy Policy](#) and [HubSpot Acceptable Use Policy](#), since you will be prompted to accept these terms during the HubSpot online checkout process. This is a HubSpot Quote, meaning this is a preview of your quote only and is not a binding contract

until you have completed HubSpot's online checkout process. To complete your order please click on "Checkout" from your quote preview link.



retail strategies

Retail Development Services

Edinburg, Texas
9/5/2023

Strictly Private and Confidential

Pricing Valid for 90 Days



RETAIL STRATEGIES

Who We Are

Retail Strategies, founded in 2011, is the national expert in recruiting businesses on behalf of communities. Retail Strategies exists to give communities across the United States an advantage in attracting businesses. Our mission is to provide the real estate expertise, tools, and human effort that position deserving towns as alluring locations for national businesses.

With confidence, we pursue this mission by delivering unparalleled customer service as a unified team with unmatched real estate expertise. Attracting new retail to a community is a complex, connection critical, and time-consuming endeavor. We give communities the option to outsource retail recruitment services to well-connected, experienced, and licensed retail real estate professionals. Our activities pay a return in sales taxes, added jobs, and businesses that enhance and add to the unique qualities of your community.

For our Client communities, we identify and aggressively execute a tailored strategy to attract new retailers, restaurants, and hotels. We attend more than ten International Council of Shopping Centers (ICSC) and multiple RetailLive! retail real estate trade shows across the Country to meet with industry professionals to showcase opportunities.

Our Beliefs

Much of our success is the result of our shared beliefs. These truths drive our team every day and remind us that the citizens of every client community are the true beneficiaries of our efforts.

We Believe

...every community deserves a place for neighbors to catch up over a cup of coffee

...it takes a community to build a community, and every client, partner, broker, developer and retail representative we connect should be treated as our own neighbors

...honesty is our most important asset, and it will pay off for everyone in the long run



Our Process



discover

We are an investment for your community.

We believe that every community is unique, so we take time to engage our Client's to understand your story of opportunity to leverage your attributes towards expanding businesses.

Our activities pay a return in sales tax, added jobs, and businesses that enhance and add to the unique qualities of your community.



connect

We make sure your community's story is heard.

As a conduit between communities and national retailers, we ensure that your stories of opportunity, culture, values and people are perfected to resonate with the right retail audiences.

Aggressively taking your communities story and information to expanding businesses, property owners, brokers, developers, and other industry players to create economic growth in your community.



advance

We multiply and enhance your staff.

We work as an extension of your staff, adding specific expertise, and amplifying your efforts and visibility many times over.

Being your partner and consistently providing feedback, answering questions, and solving complex problems to position your market for growth.



Our Service



Discover: Research

The cycle begins with market analysis. We take the deep dive in to data, advanced analytics, and proprietary tools developed in house to uncover and define the potential in your community.

After interviewing dozens of firms, Retail Strategies has assembled a series of data providers that are industry trusted leader in analytics. These are the same providers used by the majority of national pharmacy, grocery, and restaurant brands conducting research on your community. This data source consistently delivers the highest level of accuracy and allows our team to analyze and deliver over 3,365 individual variables (per geography) providing the deepest, most reliable, information possible to our Clients.

Trade Area Identification

By utilizing mobile data collection, data and analytics, and real estate acumen, our team will identify shopping patterns within your community that will answer key questions for retailers.

Real Estate Assets

An in-market study which identifies within the community various opportunities: strategic focus properties, underutilized assets, development zones, and redevelopment zones.

Mobile Data Collection

An industry leading report which utilizes cell phone data to identify the home and work location of consumers that visit a defined shopping area within the community.

Retailer Void Analysis

Identifying businesses that have entered similar communities but have not yet entered your market. This provides an initial list of realistic retail prospects that should be considering your market for expansion.

GAP Analysis

Examining the market supply and market demand within the trade area to uncover the categories of retail being desired by your community.

Consumer Expenditures

Drilling down into each retail segment to identify and understand what your consumers spending patterns are.

Psychographic Analysis

Defines the type of consumers in your market by breaking down consumers demographic characteristics, consumer preferences, consumer expenditures, and cultural ideals.

Peer Community Analysis

Identification and comparison of similar communities to measure your retail base and identify opportunities from a categorical perspective.



Our Service



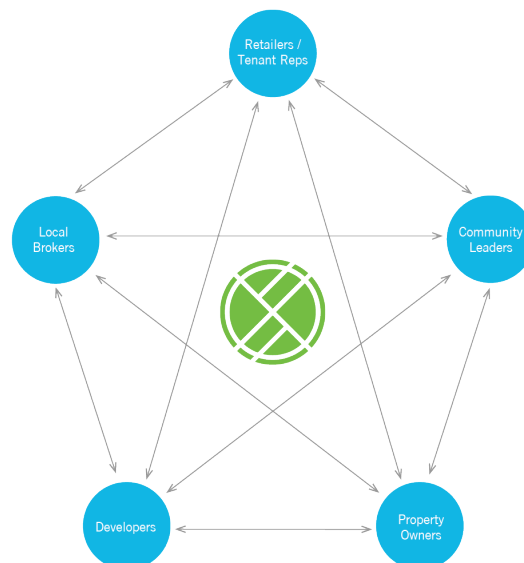
Discover: Real Estate Analysis

Real Estate is the key to every business expansion. Our team features over 150+ years of retail real estate experience and we utilize our collective experience to provide the most thorough, and creative, assessment of your community.

To accomplish this, we bring our team of retail real estate professionals to your community to uncover your strategic and underutilized real estate assets.

The inventory of properties our team believes is viable for new development, redevelopment highest and best use or vacancies that need to be filled are logged and recorded in our custom software program to be used by your team during the recruitment process.

The information we gather is immediately put to work through making outreach to the property owners, developers, and brokers who represent these properties to learn their goals for the property and how Retail Strategies can assist them on behalf of the community leaders.





Our Service



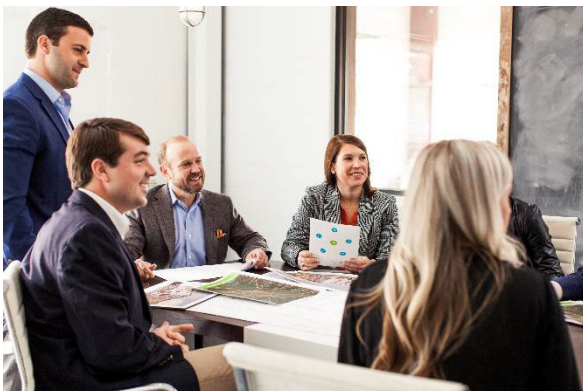
Discover: Community Input

Throughout the life of our partnership, we will always be ready to listen to your feedback, suggestions, opinions, and requests. Below are items and actions we take to ensure we are providing information and action toward the betterment of the community.

Communication: The Key to Our Partnerships

During our onboarding process we will be scheduling a time to speak with you to get a first- hand understanding of your goals, desired businesses, past experiences, etc. In addition, we send a questionnaire that can be filled out by one, or many, Community Leaders to provide Retail Strategies further information on your goals and vision.

From Day 1 our process is built around creating a relationship with you and getting communication and information flowing to one another. This is partnership. We know that no one knows your community better than you. Through our partnership we will be able to harness your local knowledge and pair it with our resources and connections to make an economic impact. In addition, this free flow of communication will allow you to always share feedback with our team which we will utilize on your behalf.





RETAIL STRATEGIES

Our Service

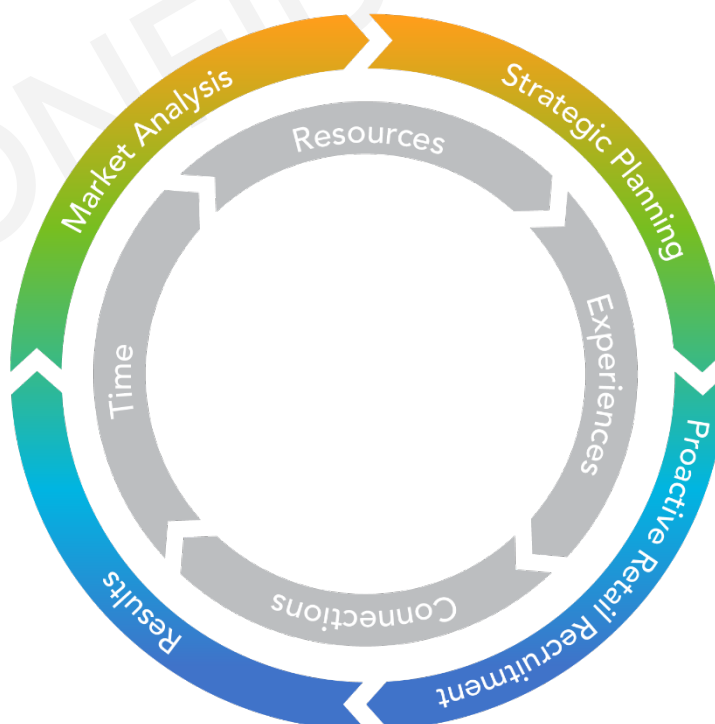


Connect: Retail Recruitment

Retail Recruitment is not an event, it is a process. While your team at Retail Strategies will provide a thorough analysis and Strategy within the first 100 days of our partnership, we will constantly be running new data sets, assessing the changing real estate environment within the community, researching new prospective businesses, assessing retailers changing expansion plans, etc.

Our Commitment to Success

Retail Strategies is constantly searching for new tools, hiring retail real estate professionals, and covering the Country with outreach to build the best network and service for our Clients. This relentless pursuit of success will position your community for growth today and in the future.





Our Service



Connect: Retail Recruitment

This is where the rubber meets the road. This is where we take the information we have collected for your community, package it in the appropriate format, and begin showcasing opportunities in your community. The Benefit of partnering with Retail Strategies is that we do not just hand you fancy gadgets and a CRM tool to conduct recruitment, our management team will conduct every piece of outreach to the appropriate contact on your behalf.

Proactive Outreach to Prospects

Retail Strategies team will be reaching out to property owners, brokers, developers, retailers, restaurants, and all other industry players to connect the dots to your market. We utilize the resources we have gathered and will continue to seek additional information throughout our partnership to further define the opportunities in your market.

Representation

Each year our team attends more than a dozen retail real estate conferences. For Texas, the key retail conference include ICSC Red River States, ICSC Recon, and RetailLive! Austin. Retail Strategies attends all of these shows annually and vows to continue to attend to meet with industry leaders and market the opportunities.

At the conferences we will set up and have meetings with targeted retailers, restaurants, brokers, and developers on your behalf. Following the conference you will receive an update on who we met with, what was said, and what our next steps are.





Our Service



Advance: Reporting and Collaboration

Reporting and communicating is the key to any partnership. We dedicate multiple points of contact to you so that we ensure 1) effective outreach and 2) that your questions, feedback, and other information can be answered, collected, and utilized.

Reporting

Through our partnership we will establish regular communication with you. We report to you regularly with updates from our recruitment efforts, industry news, and other information that will allow you to become more of an expert on your market and the industry.

Your team will be reaching out to property owners, brokers, developers, retailers, restaurants, and other industry players on your behalf. These conversations will be summarized and provided to you to keep you in the know on our efforts.

In addition, through our experience we know we can learn as much from a "no" as we can from the "yes". We provide you information on why it is a yes and why it was a no so that your community can better understand how prospective businesses and industry leaders view your community.

Basecamp

Retail Strategies utilizes Basecamp, a project management and collaboration web platform, to record and store conversations and information shared with our Clients. This platform is username and password protected and keeps our partnership organized.

We understand that your team will adjust and grow overtime and Basecamp allows new members of your team the ability to get up to speed quickly with our efforts.



RETAIL STRATEGIES

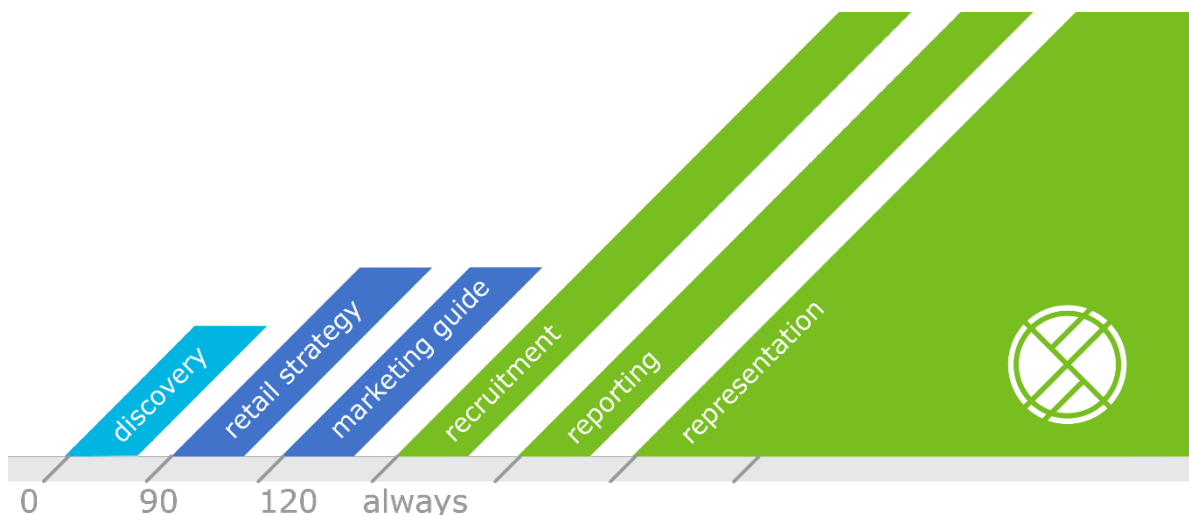
Scope of Services

DATA & ANALYTICS | REAL ESTATE ANALYSIS | COMMUNITY INPUT | RETAIL STRATEGY

- Retail Real Estate Analysis performed by Licensed Retail Real Estate Professionals
- Identify and Evaluate priority commercial properties for development, re-development and higher and best use opportunities
- Identification of priority business categories for recruitment and/or local expansion
- Target List of Retailers and Restaurants (minimum of 30)
- Customized Marketing Guide (four pages)
- Identify market retail trade area using political boundaries, drive times and radii and custom boundary geographies
- Perform market and retail GAP analysis for trade area (i.e. leakage and surplus)
- Analyze community's growth potential through the peer analysis and GAP analysis
- Analysis of future retail space requirements in relation to the peer markets and retail opportunities
- Conduct retail peer market analysis
- Identify and evaluate competing shopping areas
- Tapestry lifestyles – psychographic profile of trade area / market segmentation analysis
- Consumer Spending Pattern Reports
- Market Outlook Reports
- Aerial imagery of trade area(s)
- Provide updates on retail industry trends
- Custom on-demand demographic research – historical, current, and projected demographics – to include market trade areas by radius/drive time, and custom trade area

RECRUITMENT | REPRESENTATION | OUTREACH | CONNECTIVITY

- Pro-active retail recruitment for targeted zones
- Will contact a minimum of 30 overall retailers, restaurants, brokers and/or developers each year
- Updates on new activity will be provided to Client's designated primary point of contact via Basecamp, telephone, or email on a regular basis
- ICSC and Retail Live conference representation- updates provided according to the yearly conference schedule
- Active outreach to local brokers and landowners





RETAIL STRATEGIES

Investment

Retail Strategies investment pricing for our Recruitment service:

Annual Agreement

An annual contract with pricing defined for three years of service. This partnership includes an annual opt-out with no penalty.

	Annual Investment
Total Contract Value	\$135,000
Year 1	\$45,000
Year 2	\$45,000
Year 3	\$45,000

Project fees are due within 30 days of receipt of the invoice.

One trip to the Client is included in pricing. Any additional travel will be approved by the Client (not to exceed \$1,000 per trip).

Should the Client request a special assignment, additional work, and/or additional travel needs not specifically referenced in the contract, we will prepare written authorization to be signed by the Client in advance of commencing any additional work.



retail strategies

Thank You!

Strictly Private and Confidential

Pricing Valid for 90 Days