



**ECONOMIC DEVELOPMENT CORPORATION
BOARD OF DIRECTORS**

Location:

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

**January 12, 2026
SPECIAL MEETING AGENDA
5:30 PM**

1. CALL TO ORDER, ESTABLISH A QUORUM

A. Pledge of Allegiance.

2. CERTIFICATION OF PUBLIC NOTICE

3. DISCLOSURE OF CONFLICT OF INTEREST

4. PUBLIC COMMENTS

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

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

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

5. AGENDA ITEMS

- A. Consider and take action on approval of Minutes for the Regular Board meeting held on December 15, 2025.
- B. Presentation of year-to-date Financial Report ending on November 30th, 2025.
- C. Consider approval of Sponsorship for the "Steak in your Community" Event by the Boys and Girls Club of Edinburg Rio Grande Valley.
- D. Consider approval of Sponsorship for "Heavy Equipment Operator Training Program" by RGV Associated General Contractors of America.
- E. Consider approval of the incentive disbursement to MVP Partnership, Ltd.

6. EXECUTIVE SESSION

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

A. Deliberation regarding economic development 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. Office Space | 6. Project Choo Choo |
| 2. Workforce Resource Center | 7. Project Heartbeat |
| 3. Project Komida | 8. Project Sprinkler |
| 4. Project Chair | |
| 5. Happy Gilmore | |

7. OPEN SESSION

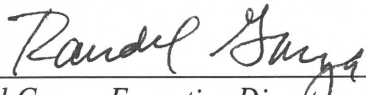
The EEDC will convene in Open Session to take necessary action, if any, in accordance with Chapter 551, Open meetings, Subchapter E, Procedures Relating to Closed Meeting, §551.102, Requirement to Vote or Take Final Action in Open Meeting.

8. ADJOURNMENT

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

This notice was posted on January 6, 2026 at 5:00pm.

By: /s/ Raudel Garza

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

ACCESSIBILITY STATEMENT

The City Hall Building is wheelchair accessible. The entry ramp is located on the west side of the building. Accessible parking spaces are also available in the area. Sign interpretive services must be made 48 hours in advance of the meeting. For special accommodations, please call City Hall at (956) 388-8204 or TDD (956) 530-0169.



Edinburg Economic Development Corporation

Meeting Date: January 12, 2026

Consider and take action on approval of Minutes for the Regular Board meeting held on December 15, 2025.

1. **Agenda Item:**

Consider and take action on approval of Minutes for the Regular Board meeting held on December 15, 2025.

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

/s/ Raudel Garza, EEDC
Executive Director

ATTACHMENTS:

Attachment A: December 15, 2025 Regular Board Minutes



MINUTES OF THE
EDINBURG ECONOMIC DEVELOPMENT
CORPORATION BOARD OF DIRECTORS

LOCATION:

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

December 15, 2025
REGULAR MEETING AGENDA
5:30 PM

PRESENT: **Aaron Rivera, President**
 Marc Moran, Secretary
 Sandra Alaniz, Treasurer
 David Salazar, Director/ Councilmember
 Veronica Gonzales, Director
 Gregory Vasquez, Director

ABSENT: **Richard Gonzales, Vice President**

STAFF: **Raudel Garza, Executive Director**
 Karina Lopez, Assistant Executive Director
 Samantha Martinez, Business Operations Coordinator
 Jaqueline Guerra, Marketing & Research Manager
 Leticia Pantoja, Business Development Manager
 Aaron Rivera, EEDC Attorney

1. CALL TO ORDER, ESTABLISH QUORUM

President Aaron Rivera called the meeting to order at 5:30 pm.

A. Pledge of Allegiance

Raudel Garza, Edinburg EDC Executive Director, proceeded with roll call and established quorum.

2. CERTIFICATION OF PUBLIC NOTICE

Mr. Garza confirmed the public notice was posted in accordance with the Texas Open Meetings Act, on December 09, 2025 at 5:00 PM.

3. DISCLOSURE OF CONFLICT OF INTEREST

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

No conflict was stated.

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.

No Public Comments.

5. AGENDA ITEMS

A. Consider Approval of Minutes for the Regular Board Meeting held on November 15, 2025.

MOTION TO APPROVE MINUTES WAS MADE BY COUNCIL MEMBER DAVID SALAZAR AND SECONDED BY TREASURER SANDRA ALANIZ. MOTION CARRIED UNANIMOUSLY.

B. Presentation of Year-to-date Financial Report ending on October 31st, 2025.

Executive Director Raudel Garza went over the financial report ending on October 31st. Total assets are \$45.1 million with \$10.7 million in unrestricted funds, and sales tax revenue finished just \$1,200 above projections.

NO MOTION NEEDED.

C. Consider approval of the incentive disbursement to Verturo Interests LLC University Village in the amount of \$75,000.

Business Development Manager Leticia Pantoja presented the item, noting that the project has been ongoing with the EDC since 2022. Verturo has met all obligations under the agreement and is eligible to receive reimbursement. As per the agreement, the item requires Board approval to proceed with the reimbursement following completion of the project.

MOTION TO APPROVE DISBURSEMENT OF \$75,000.00 WAS MADE BY COUNCIL MEMBER DAVID SALAZAR AND SECONDED BY DIRECTOR GREGORY VASQUEZ. MOTION CARRIED UNANIMOUSLY.

- D. Discuss and consider approval of a sponsorship for the Texas Association of Museums for their annual conference “Stronger Together” Celebrating Community Stories.**

Marketing and Research Manager Jacqueline Guerra presented the Texas Association of Museums sponsorship proposal and provided an overview, stating that it is the largest museum professional conference in Texas, with more than 400 expected attendees. Board discussion followed to confirm the benefits of sponsorship, and Ms. Guerra confirmed the types of exposure and advantages the event would provide to the City of Edinburg.

MOTION TO APPROVE SPONSORSHIP OF \$5,000.00 WAS MADE BY TREASURER SANDRA ALANIZ AND SECONDED BY DIRECTOR GREGORY VASQUEZ. MOTION CARRIED UNANIMOUSLY.

- E. Consider approval of budget amendments for Fiscal Year 2025-2026.**

Executive Director Raudel Garza advised the Board that the Workforce Resource Center project line item needs adjustment. Since it's funded by bonds and earnings, we must confirm arbitrage amounts to cover any penalties. The calculations are pending and needed to proceed.

MOTION TO TABLE THE BUDGET AMENDMENT WAS MADE BY COUNCIL MEMBER DAVID SALAZAR AND SECONDED BY DIRECTOR VERONICA GONZALES. MOTION CARRIED UNANIMOUSLY.

6. EXECUTIVE SESSION

MOTION TO ENTER EXECUTIVE SESSION WAS MADE BY DIRECTOR VERONICA GONZALES AND SECONDED BY TREASURER SANDRA ALANIZ. MOTION CARRIED UNANIMOUSLY.

The board entered executive session at 5:41 p.m.

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 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. Office Space | 8. Project Ram |
| 2. Workforce Resource Center | 9. Project 25 |
| 3. Project Sprinkler | 10. Project Injury |
| 4. Project Chair | 11. Water Master Plan |
| 5. Project Komida | 12. Project Internacional |
| 6. Project Ribeye | 13. Project Choo Choo |
| 7. Project Happy Gilmore | 14. Project Heartbeat |
| | 15. Other North Industrial Park |

- B. Personnel Matters (§551.074 Personnel Matters)

1. Discussion and possible action on filling of position for Administrative Specialist (§551.074 Personnel Matters and §551.071. Consultation with Attorney; Closed Meeting)

- C. Consultation with Attorney (§551.071 Consultation with Attorney; Closed Meeting)

1. Workforce Resource Center Interlocal Agreement
2. Other Matters

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.

MOTION TO ENTER OPEN SESSION WAS MADE BY DIRECTOR VERONICA GONZALES AND SECONDED BY DIRECTOR GREGORY VASQUEZ. MOTION CARRIED UNANIMOUSLY.

The EDC board reconvened in open session at 7:30 pm.

MOTION TO APPROVE AGENDA ITEMS “6A5. PROJECT KOMIDA, 6A6. PROJECT RIBEYE, 6A7. PROJECT HAPPY GILMORE, 6A10. PROJECT INJURY AND 6B1. PERSONNEL MATTERS” AS DISCUSSED IN EXECUTIVE SESSION WAS MADE BY TREASURER

SANDRA ALANIZ AND SECONDED BY DIRECTOR GREGORY VASQUEZ. MOTION CARRIED UNANIMOUSLY.

8. ADJOURNMENT

There being no further business to consider, the meeting adjourned at 7:31 p.m.

MOTION TO ADJOURN MEETING WAS MADE BY TRESURER SANDRA ALANIZ AND SECONDED BY DIRECTOR VERONICA GONZALES. MOTION CARRIED UNANIMOUSLY.

Minutes Transcribed by:

Samantha Martinez, Business Operations Coordinator, Edinburg Economic Development Corporation

The board of directors approved the meeting minutes on _____, 2026.

EDINBURG ECONOMIC DEVELOPMENT CORPORATION:

Marc Moran, EEDC Board Secretary



Edinburg Economic Development Corporation

Meeting Date: January 12, 2026

Presentation of year-to-date Financial Report ending on November 30th, 2025

1. Agenda Item:

Presentation of year-to-date Financial Report ending on November 30th, 2025.

2. Description/Scope:

Executive Director, Raudel Garza, will give a presentation on the year-to-date EEDC Financial Report ending on November 30th, 2025.

3. Estimated Timeline:

October 1, 2025- November 30th, 2025

4. Budget:

N/A

5. Procurement/Selection Process:

N/A

6. Staff's Recommendation:

N/A

7. Justification:

N/A

/s/ Raudel Garza, EEDC
Executive Director

ATTACHMENTS:

Attachment A: EEDC Financial Report ending 11/30/2025

Management Report

Edinburg Economic Development Corporation

For the period ended November 30, 2025



Prepared on

January 5, 2026

EDINBURG ECONOMIC DEVELOPMENT CORPORATION**BALANCE SHEET (Unaudited)****NOVEMBER 30, 2025****Assets**

Cash and Cash Equivalents	\$	11,934,184
Sales Tax Receivable		1,733,623
Receivables, Net		12,706,546
Santana Receivables, Net		8,875,606
Restricted Assets		
Cash and Cash Equivalents		791,931
Investments		9,765,521
TOTAL ASSETS	\$	45,807,411

Liabilities

Current Liabilities		
Accounts Payable	\$	415,431
Total Liabilities	\$	415,431

Fund Balance

Restricted For:		
Capital Projects	\$	7,282,545
Debt Service		2,403,284
Other: Note Receivables		16,132,628
Other: Property Acquisitions		8,297,752
Unrestricted		11,275,769
Total Fund Balance	\$	45,391,980

TOTAL LIABILITIES AND FUND BALANCE	\$	45,807,411
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EDINBURG ECONOMIC DEVELOPMENT CORPORATION

MONTHLY BUDGET ACTIVITY REPORT (Unaudited)

November 30, 2025

	Current Budget	YTD	Percent Used	Remaining Budget
Revenues				
GEN SALES & USE TAX (.5%)	\$ 10,136,894	\$ 830,826	8%	\$ 9,306,068
INTEREST EARNED	60,000	16,926	28%	43,074
INTEREST EARNED SERIES 2019	-	35,291	0%	(35,291)
INTEREST EARNED SERIES 2021	-	19,615	0%	(19,615)
Total Revenues	\$ 10,196,894	\$ 847,752	8%	\$ 9,349,142
Other Financing Resources				
SALE OF PROPERTY	\$ 3,000,000	\$ -	0%	\$ 3,000,000
Total Other Financing Resources	\$ 3,000,000	\$ -	0%	\$ 3,000,000
Total Revenues and Other Financing Resources	\$ 13,196,894	\$ 847,752	6%	\$ 12,349,142
Expenditures				
Administrative Services				
ADMINISTRATION FEE	\$ 350,000	\$ -	0%	\$ 350,000
SALARIES & FRINGE BENEFITS	1,109,225	104,048	9%	1,005,177
COMMUNICATIONS SERVICE AGREEMENT	17,500	350	2%	17,150
PRINTING	3,600	-	0%	3,600
RENTS & CONTRACTUAL	16,800	606	4%	16,194
OFFICE SPACE LEASE	63,765	10,260	16%	53,505
OFFICE MAINTENANCE & CONTRACTUAL - IT	10,200	557	5%	9,643
BOARD EXPENSES	18,000	689	4%	17,311
OFFICE SUPPLIES & OTHER MATERIALS	12,000	573	5%	11,427
WEARING APPAREL	3,600	-	0%	3,600
OFFICE EQUIP & FURNITURE	76,500	-	0%	76,500
OTHER MATERIALS	6,000	-	0%	6,000
AUDIT / ACCOUNTING	90,000	-	0%	90,000
CONTINUING EDUCATION	18,000	-	0%	18,000
MEMBERSHIP DUES, SUBSCR	60,000	2,546	4%	57,454
PROFESSIONAL SERVICES	300,000	49,190	16%	250,810
Total Administrative Services	\$ 2,155,190	\$ 168,820	8%	\$ 1,986,370
Programs				
CONFERENCES	\$ 120,000	\$ 1,750	1%	\$ 118,250
JOB TRAINING PROGRAMS	300,000	55,438	18%	244,562
MARKETING AND ADVERTISING SERVICES	600,000	155,654	26%	444,346
RESEARCH, STUDIES, OTHER CONTRACTS	360,000	1,000	0%	359,000
SPONSORSHIPS	144,000	17,700	12%	126,300
TRAVEL, TRAINING, MEETINGS	60,000	3,018	5%	56,982
Total Programs	\$ 1,584,000	\$ 234,560	15%	\$ 1,349,440
Properties				
GENERAL INSURANCE	\$ 54,000	\$ 45,832	85%	\$ 8,168
LAND - PURCHASE OF PROPERTY	4,797,204	10,000	0%	4,787,204
PROPERTY MAINTENANCE	60,000	8,488	14%	51,513
PROPERTY TAXES	40,000	-	0%	40,000
UTILITIES	6,000	-	0%	6,000
Total Properties	\$ 4,957,204	\$ 64,320	1%	\$ 4,892,884
Incentive Agreements				
ECONOMIC DEVELOPMENT INCENTIVES	\$ 2,732,500	\$ 96,400	4%	\$ 2,636,100
CONTRIBUTION - CITY OF EDINBURG	\$ 3,200,000	\$ -	0%	\$ 3,200,000
Total Incentive Agreements	\$ 5,932,500	\$ 96,400	2%	\$ 5,836,100
Debt Service				
BOND PRINCIPAL PAYMENT	\$ 1,700,000	\$ -	0%	\$ 1,700,000
BOND INTEREST EXPENSE	1,035,000	-	0%	1,035,000
BOND FEES	6,000	-	0%	6,000
Total Debt Service	\$ 2,741,000	\$ -	0%	\$ 2,741,000

EDINBURG ECONOMIC DEVELOPMENT CORPORATION

MONTHLY BUDGET ACTIVITY REPORT (Unaudited)

November 30, 2025

	Current Budget	YTD	Percent Used	Remaining Budget
Total Expenditures	\$ 17,369,894	\$ 564,100	3%	\$ 16,805,794
Sources Over/(Under) Uses	\$ (4,173,000)	\$ 283,652	7%	\$ (4,456,652)
Bond Projects Expenses				
WORKFORCE/RESOURCE CENTER	\$ 1,827,000	\$ -	0%	\$ 1,827,000
Total Bond Projects Expenses	\$ 1,827,000	\$ -	0%	\$ 1,827,000
TOTAL SUMMARY				
Total Revenues	\$ 13,196,894	\$ 902,658	7%	\$ 12,294,236
Total Expenses	(19,196,894)	(564,100)	3%	(18,632,794)
Change in Fund Balance	\$ (6,000,000)	\$ 338,558	-6%	\$ (6,338,558)

EDINBURG ECONOMIC DEVELOPMENT CORPORATION**SUPPLEMENTARY INFORMATION (Unaudited)****Cash Balances as of November 30, 2025**

	Beginning Balance	YTD Activity	Ending Balance
Cash - Unrestricted			
Operating - Interest Bearing	\$ 4,443,921	\$ (351,298)	\$ 4,092,623
Total Unrestricted Cash	\$ 4,443,921	\$ (351,298)	\$ 4,092,623
Cash - Restricted			
Non Interest Bearing:			
Debt Service Funds	\$ 791,929	\$ 3	\$ 791,932
Total Non Interest Bearing Cash	\$ 791,929	\$ 3	\$ 791,932
Interest Bearing:			
Series 2019 Bonds - Project Fund	\$ 4,352,448	\$ 17,090	\$ 4,369,538
Series 2021 Bonds - Project Fund	2,903,509	9,498	2,913,008
Debt Service Reserves Fund	1,606,099	5,254	1,611,353
Reserved for Property Acquisitions	8,297,752	-	8,297,752
Total Interest Bearing Cash	\$ 17,159,809	\$ 31,842	\$ 17,191,651
Total Restricted Cash	\$ 17,951,737	\$ 31,845	\$ 17,983,582
Total Unrestricted and Restricted Cash	\$ 22,395,658	\$ (319,453)	\$ 22,076,205

EDINBURG ECONOMIC DEVELOPMENT CORPORATION

SALES TAX REVENUES (0.5%) - GAAP BASIS

MONTH	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26	Difference FY 25/26 - 24/25	
OCT.	\$ 620,368	\$ 676,247	\$ 690,643	\$ 834,084	\$ 830,826	\$ (3,259)	⇒ 0%
NOV.	705,608	724,862	766,213	793,749			
DEC.	816,042	891,115	943,716	1,075,418			
JAN.	601,307	685,715	730,509	735,518			
FEB.	622,505	689,061	737,543	680,362			
MAR.	824,904	830,857	876,505	913,400			
APR.	728,140	728,887	769,242	1,500,214			
MAY	683,168	779,949	780,139	820,871			
JUN.	813,695	750,828	820,500	863,560			
JUL.	715,773	731,227	835,294	834,506			
AUG.	688,206	864,771	716,865	812,966			
SEP.	781,228	830,673	815,696	902,797			
TOTAL	<u>\$ 8,600,943</u>	<u>\$ 9,184,192</u>	<u>\$ 9,482,866</u>	<u>\$ 10,767,447</u>	<u>\$ 830,826</u>	<u>\$ (3,259)</u>	<u>⇒ 0%</u>

AVERAGE PER MONTH: (October /1 month)

YTD Comparison \$ 620,368 \$ 676,247 \$ 690,643 \$ 834,084 \$ 830,826

YTD COMPARISON: (October)

\$ 620,368 \$ 676,247 \$ 690,643 \$ 834,084 \$ 830,826

YTD COMPARISON: (October vs October of prior year)

71,913 55,878 14,396 143,442 (3,259)

YTD COMPARISON: (October vs October of prior year %)

13% 9% 2% 21% 0%



Edinburg Economic Development Corporation Meeting

Date: January 12, 2026

- C. Discuss and consider approval of a Sponsorship for the “Steak in your Community” Event by the Boys and Girls Club of Edinburg Rio Grande Valley.

1. Agenda Item:

Discuss and consider approval of a Sponsorship for the “Steak in your Community” Event by the Boys and Girls Club of Edinburg Rio Grande Valley.

2. Description/Scope:

Steak in Your Community Signature Gala is the Boys & Girls Clubs of Edinburg RGV’s annual fundraising event that convenes regional business, civic, and community leaders. The purpose of the event is to raise funds and awareness in support of youth development programs, scholarships, and services that benefit more than 4,000 local youth each year. The gala attracts hundreds of attendees and provides an opportunity for sponsors to demonstrate community support and commitment to Edinburg’s youth.

3. Estimated Timeline:

2025-2026

4. Budget:

EEDC Sponsorship balance \$120,300.00

5.Procurement/Selection Process:

N/A

6.Staff's Recommendation:

Staff recommends approval of \$5,000.00

7.Justification:

The event supports youth development and educational programs that help build a future-ready workforce and strengthen the community, aligning with the EDC’s role in supporting education and workforce development.

/s/ Raudel Garza, EEDC
Executive Director

ATTACHMENTS:

Attachment A: Steak in your Community Packet



BOYS & GIRLS CLUBS
OF EDINBURG
RIO GRANDE VALLEY

THE SEVENTEENTH ANNUAL
STEAK
IN YOUR
COMMUNITY
SIGNATURE GALA

JANUARY 31, 2026
RANCHO GUADALUPE

(3 1/2 BIG 5, EDINBURG, TX 78541)

WESTERN FORMAL DRESS CODE

FOR SPONSORSHIP OPPORTUNITIES CONTACT: DAISYMARTINEZ@EDINBURGKIDS.COM



2026 CHAMPION FOR YOUTH
COMMISSIONER ELLIE TORRES
HIDALGO COUNTY COMMISSIONER FOR PRECINCT FOUR





Howdy Partner,

I would like to invite you to participate in an exclusive marketing opportunity and exciting event hosted by Boys & Girls Clubs of Edinburg RGV. Our goal is to continue to provide opportunity to all youth in a positive caring environment, enabling them to become productive, responsible and influential citizens.

At the **17th Annual "Steak" In Your Community** fundraiser, where over 600 business and civic leaders come together to share in the grand announcement of the Youth of the Year & scholarship recipients. Most importantly, the evening will raise crucial funds through our LIVE Auctions, Box raffle, and Luxury raffles to support the academic success, healthy life-styles and character & civic engagement programs for our future leaders.

As a **Proud Sponsor** of "Steak" In Your Community, you can join the celebration of our young people and make a difference in Edinburg's future by supporting Boys & Girls Clubs of Edinburg RGV. As an auction sponsor you'll tap into an active, engaged organization with over 4,000 youth served! You will be listed on auction marketing materials and we will feature your contribution. That means your involvement will be visible and your products/services accessible to each and every one of our members, donors and supporters—never mind the friends and family they involve by passing these emails along.

Please join us **January 31, 2026** at the **Rancho Guadalupe** to help us in continuing to welcome and inspire thousands of youth who need our services each day! Thank You in advance for your kind consideration.

With excitement & 2 Steppin' to Success,

Daisy Martinez
Chief Executive Officer
956.383.2582





Boys & Girls Clubs of Edinburg RGV 17th Annual "Steak" in Your Community January 31, 2026

Rancho Guadalupe
3 1/2 Big 5, Edinburg, TX 78541
Food - Music - Cocktails - LIVE Auctions
Box Raffle - Luxury Raffles

What is the "Steak" in Your Community: The 17th Annual "Steak " in Your Community gala is an exclusive event with 650 in attendance along with civic and community leaders come together to share in the grand announcement of the 2026 Youth of the Year and scholarship recipients. Most importantly, the evening will raise crucial funds for the character & leadership, career & education, health & life skills, the arts, and sports & recreation programs impacting 4,000 youth a year. Guests will enjoy LIVE music and a steak meal sponsored by the Palacios Family Endowment. Let's not forget the delicious desserts and drinks!

It is a grand celebration of support and encouragement for Edinburg & surrounding communities' youth.

Who will be there: The A-list of Edinburg & surrounding communities' business and community leaders. Corporate Sponsors can use their seats at a table to entertain business associates or reward outstanding employees.

Sponsor: We need your help through sponsorship and reserving Corporate Tables.

Why it matters: Our gala raises critical funds needed to support the Boys & Girls Clubs of Edinburg RGV four service sites and 4,000+ young people they serve on an annual basis. More than 80% of enrolled club members are from economically disadvantaged backgrounds and look to the Club as an important stabilizing force in their lives.



BOYS & GIRLS CLUBS
OF EDINBURG
RIO GRANDE VALLEY

www.edinburgkids.com



YEE-HAW!

SPONSOR BENEFITS

TOMAHAWK SPONSOR \$10,000



- VIP Access: Includes 16 VIP wristbands (Steak Meal Served First)
- Company Logo Featured on Event Signage
- Company Logo on Club Website and in Member Pick Up Area outside Club
- Video Social Media Promotion (2 Creative Reels, one before and one after event)
- Your Logo on Event Signage
- Logo on E-Blast Promoting Event
- MC & Digital Recognition During Event
- Check Presentation for Social Media
- Featured in Thank You Ad

FILET MIGNON \$7,500



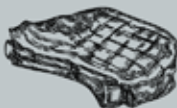
- VIP Access: Includes 12 VIP wristbands (Steak Meal Served First)
- Company Logo Featured on Event Signage and in Gala Program
- Company Logo on Club Website
- Your Logo on Event Signage
- Video Social Media Promotion (1 Creative Reels Video)
- Logo on E-Blast Promoting Event
- MC & Digital Recognition During Event
- Check Presentation for Social Media
- Featured in Thank You Ad

PORTERHOUSE \$5,000



- VIP Access: Includes 8 VIP wristbands (Steak Meal Served First)
- Company Logo Featured on Event Signage and in Gala Program
- Company Logo on Club Website
- MC & Digital Recognition During Event
- Check Presentation for Social Media
- Featured in Thank You Ad

RIBEYE \$2,500



- 4 Tickets—Reserved Seating
- Company Name on Event Signage and listed in Gala Program
- Social Media recognition
- Listed in Thank You Ad





SPONSOR COMMITMENT FORM

Thank you for choosing to partner with the Boys & Girls Clubs of Edinburg RGV. Your donation is tax deductible. Upon receiving payment, you will be provided with a tax donation receipt for tax purposes.

TOMAHAWK SPONSOR	\$10,000		16 Tickets & VIP Wristbands
FILET MIGNON	\$7,500		12 Tickets & VIP Wristbands
PORTERHOUSE	\$5,000		8 Tickets & VIP Wristbands
RIB EYE	\$2,500		4 Tickets & Reserved Seating

- ☐ Enclosed is my check for a sponsorship
- ☐ Please make my reservation, and bill me for \$_____ sponsorship.
(Amount must be paid by 01/30/26)
- ☐ Enclosed is my \$100.00 donation
- ☐ Sorry, I cannot attend, but here's my contribution of \$_____

SPONSOR NAME _____

CONTACT NAME _____

PHONE _____ FAX _____ EMAIL _____

ADDRESS _____

***Please make checks payable to: Boys & Girls Clubs of Edinburg RGV



EIN: 74-2549652



www.edinburgkids.com

WHAT WE DO!

CLUB PROGRAMS



Power Hour: Making Minutes Count provides Club professionals with the strategies, activities, resources and information to create an engaging homework help and tutoring program that encourages Club members of every age to become self-directed learners.



SMART Moves is a prevention and education program addressing problems such as drug and alcohol use and premature sexual activity.



Youth and Family Support Services at the Boys & Girls Club of Edinburg is a collaborative project offered at participating Boys & Girls Clubs throughout Hidalgo county. YFSS provides promotion, mental health prevention and early intervention services to children and families in a youth development setting.



Triple Play is a comprehensive health and wellness program. It strives to improve the overall health of Club members ages 6-18 by increasing daily physical activity, teaching them about good nutrition and helping them develop healthy relationships.



Money Matters promotes financial responsibility and independence among Club members ages 13 to 18. Participants learn how to manage a checking account, create a budget, save and invest, start small businesses and pay for college.



This year-round program encourages artistic expression among Club members ages 6 to 18 through drawing, painting, printmaking, collage, mixed media and sculpture displayed at local and regional exhibits.





Edinburg Economic Development Corporation Meeting

Date: January 12, 2026

D. Consider approval of Sponsorship for “Heavy Equipment Operator Training Program” by RGV Associated General Contractors of America.

1. Agenda Item:

Consider approval of Sponsorship for “Heavy Equipment Operator Training Program” by RGV Associated General Contractors of America.

2. Description/Scope:

The Rio Grande Valley Chapter of the Associated General Contractors of America (RGVAGC) is requesting sponsorship support for its new Heavy Equipment Operator Training Program. The program aims to train 100 students from Cameron County and surrounding areas to earn nationally recognized NCCER credentials through classroom, simulator, and hands-on equipment training. The request outlines multiple sponsorship levels, including per-student sponsorships, equipment and technology partnerships, and program champion opportunities, all designed to help build a skilled regional workforce while providing sponsors with recognition and visibility.

3. Estimated Timeline:

2025-2026

4. Budget:

EEDC Sponsorship balance \$120,300.00

5. Procurement/Selection Process:

N/A

6. Staff's Recommendation:

Staff recommends approval of \$5,940.00

7. Justification:

Sponsoring three students supports regional workforce development by helping local residents earn nationally recognized Heavy Equipment Operator credentials for high-demand jobs. This investment strengthens industry partnerships and demonstrates Edinburg EDC's commitment to economic growth through targeted, high-impact job training.

/s/ Raudel Garza, EEDC
Executive Director

ATTACHMENTS:

Attachment A: Sponsorship Packet



November 18, 2025

To: Raudel Garza Edinburg EDC

Re: Sponsorship Opportunity – RGVAGC Heavy Equipment Operator Training Program

Dear Raudel,

The Rio Grande Valley Chapter of the Associated General Contractors of America (RGVAGC) is proud to announce the launch of our Heavy Equipment Operator Training Program, a first-of-its-kind initiative in our region to meet the growing need for skilled heavy equipment operators.

Through our partnership with Workforce Solutions Cameron, RGVAGC will train 100 students—50 Cameron County residents and 50 from surrounding counties—to earn nationally recognized NCCER Core and Heavy Equipment Operator credentials.

Training will begin , using both classroom and simulator-based instruction, followed by hands-on experience with real heavy machinery.

To make this program successful, we invite you—our valued members and industry partners—to participate as a sponsor. It costs \$1,980 per student to deliver the full 621-hour training program.

Sponsorship Opportunities

- **\$1,980 – Sponsor a Student**
Fund one student's full training and earn recognition at graduation.
- **\$5,000+ – Equipment Partner Sponsorship**
Provide equipment and financial support; recognition at simulator and field training sites and in RGVAGC publications.
- **\$10,000+ – Program Champion**
Premier sponsor recognition, logo placement on all materials, and speaking opportunity at program events.
- **Technology Partner Sponsorship**
Provide or fund approximately 20 Chromebook-type laptops (or equivalent) for student classroom and simulator use. Recognition as a Technology Partner with your logo displayed in the training center and featured in digital and printed acknowledgments.

Cameron County, RGV Residents may qualify for financial aid through Workforce Solutions Cameron, RGVAGC Partnerships, helping expand access to this vital program.

Please review the enclosed sponsorship agreement to confirm your level of support. We welcome the opportunity to recognize your leadership in building the workforce that builds Texas.

With appreciation,

Joey Treviño

Executive Director

Rio Grande Valley Chapter – Associated General Contractors of America



DETACH AND RETURN WITH PAYMENT

RGVAGC Heavy Equipment Training Program – Sponsorship Pledge Form

Company Name: _____

Contact Person: _____

Phone: _____ Email: _____

Sponsorship Level:

- ☐ \$1,980 – Sponsor a Student
- ☐ \$5,000+ – Equipment Partner
- ☐ \$10,000+ – Program Champion
- ☐ Technology Partner Sponsor (Chromebook donation or equivalent funding)
- ☐ Other Amount: \$ _____

Payment Method:

- ☐ Check enclosed (Payable to RGV-AGC)
- ☐ Invoice me
- ☐ Credit Card (call 956-423-4091)

Signature: _____ Date: _____

Mail to:

RGVAGC – Sponsorship Program
P.O. Box 391
Harlingen, TX 78551



Edinburg Economic Development Corporation

Meeting Date: January 12, 2026

Consider approval of the incentive disbursement to MVP Partnership, LTD.

1. **Agenda Item:**

Consider approval of the incentive disbursement to MVP Partnership, LTD.

2. **Description/Scope:**

The Edinburg Economic Development Corporation (EEDC) and MVP Partnership, LTD. entered into an agreement on April 7, 2025, for the development of four pad site properties located at the southwest corner of McColl Road and Trenton Road. The purpose of the agreement is to provide a commercial facility on each pad site.

In accordance with the agreement, for each commercial facility, the EEDC committed to providing an infrastructure grant under which the applicant is eligible to receive \$40,000 per \$1 million of capital investment per individual project.

The applicant has submitted all required documentation for the first pad site, which is occupied by Freddy's Frozen Custard & Steakburgers, located at 3100 W. Trenton Road. Staff has reviewed and verified the documentation and confirmed that all contractual requirements have been met. Freddy's is now open and actively serving the community, contributing to the city's growing commercial corridor and enhancing local amenities for residents and visitors alike.

The total incentive amount to be disbursed is \$169,794.02. Per the agreement, Board approval is required for the disbursement of funds.

3. **Estimated Timeline:**

Incentive to be disbursed within 30 days upon EEDC approval.

4. **Budget:**

Economic Development Incentives line item.

5. **Procurement/Selection Process:**

N/A

6. **Staff's Recommendation:**

Staff recommends approval.

7. **Justification:**

We recommend approval of the reimbursement to MVP Partnership, LTD, as they have met all contractual obligations with the EEDC.

/s/ Raudel Garza, EEDC
Executive Director

ATTACHMENTS:

Attachment A: EEDC and MVP Partnership, LTD Executed Agreement

STATE OF TEXAS §
COUNTY OF HIDALGO §
CITY OF EDINBURG §

**ECONOMIC DEVELOPMENT
INCENTIVE AGREEMENT BETWEEN
THE EDINBURG ECONOMIC
DEVELOPMENT CORPORATION
AND MVP PARTNERSHIP, LTD**

This Economic Development Incentive Agreement (this "Agreement") is entered into as of this ~~11th~~ day of ~~April~~, ~~2025~~ (the "Effective Date") by and between the Edinburg Economic Development Corporation (the "EEDC"), a non-profit Development Corporation created under the Texas Development Corporation Act, Texas Local Government Code Chapter 501 et seq, as amended (hereinafter "the Act") whose principal place of business is located at 415 W. University Dr., Edinburg, Texas 78541, and MVP PARTNERSHIP, LTD (the "Applicant") whose principal place of business is located at 4401 North McColl Rd, McAllen, Texas 78504.

RECITALS:

WHEREAS, Applicant intends to develop four pad site properties within the City limits of Edinburg located at the southwest corner of McColl and Trenton (each a "Pad Site" and collectively the "Pad Sites") to provide a commercial facility on each pad site, as more fully described in Exhibit A, (each, an "Individual Project" and collectively, the "Project");

WHEREAS, Applicant expects that the development of the Project will create New Jobs and Capital Investment, which representation is a significant factor in the EEDC's decision to enter into this Agreement;

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

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

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

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

**SECTION II
TERMS AND CONDITIONS**

A. This agreement applies to the four Pad Sites identified and described in the attached Exhibit A materials.

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

C. Applicant's responsibilities:

- i. Applicant agrees that (four) commercial facilities will be completed and operating (as that term is understood for the type of business using the commercial facility) within the Project in the same or substantially similar manner described in Exhibit A, unless otherwise agreed to in writing by the EEDC.
- ii. Applicant agrees to provide the EEDC proof of the issuance of certificates of occupancy for each of the (four) commercial facilities within the Project.
- iii. Applicant agrees to submit to the EEDC evidence of any qualifying Capital Investment related to the Project. Evidence of the Capital Investment shall be the value as reflected in a building permit, a contract between a general contractor and the end user of the site, loan documents and advances related to construction, receipts for business equipment purchased related to the Project, or other documentation acceptable to EEDC at its sole discretion.
- iv. Applicant agrees to provide the EEDC proof of the Operations Start Date of each commercial facility within the Project. Operations Start Date means the start of operations, as that term is commonly understood regarding the business using the commercial facility.

D. For each commercial facility within the Project that meets the requirements of this Agreement, Applicant shall be eligible to receive \$40,000 per \$1,000,000 of Capital Investment per Individual Project (a "Grant Payment"). Applicant shall not be entitled to pro rata payments. Applicant may request a Grant Payment after the Operations Start Date of a commercial facility. To receive a Grant Payment, Applicant must satisfy all requirements of this Agreement for each commercial facility, and Applicant must submit a compliance certificate for each Pad Site, in the form attached hereto as Exhibit B (the "Compliance Certificate"), together with all information the EEDC may reasonably request to verify Applicant's compliance with the terms of this Agreement.

E. Applicant agrees that the EEDC shall determine in its sole and absolute discretion whether Applicant has satisfied the requirements of this Section II. Upon such determination, and within 30 days of approval by the EEDC Board of Directors, the EEDC shall provide a Grant Payment to Applicant in accordance with this Agreement.

Additional Terms and Conditions for Grant Payments

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

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

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

SECTION III RIGHT OF ACCESS

Applicant further agrees that the EEDC, its agents and employees, shall have reasonable right of access to the construction of the Project to monitor compliance with this agreement and with all applicable federal, state and local laws and regulations or valid waiver thereof. The EEDC agrees to provide Applicant with reasonable prior notice of any such access to or inspection of the Improvements construction. The EEDC shall coordinate with Applicant and provide reasonable notice of EEDC desire to gain reasonable access so that Applicant may notify the third party end users who is building the space can be notified and permission for access secured.

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

- a. **Construction of Project.** Applicant's failure to comply with its obligations set forth in this Agreement shall be deemed an event of default.
- b. **False Statements.** In the event the Applicant provides any written warranty, representation or statement under this Agreement or any document(s) related hereto that is/are false or misleading in any material respect, either now or at the time made or furnished, shall be deemed an event of default. Further, if Applicant obtains actual knowledge that any previously provided warranty, representation or statement has become materially false or misleading after the time that it was made, and Applicant fails to provide written notice to the EEDC of the false or misleading nature of such warranty, representation or statement within thirty (30) days after Applicant learns of its false or misleading nature, such action or omission shall be deemed an event of default. In the event this Agreement is terminated pursuant to this Section, all Payments previously provided by the EEDC pursuant to this Agreement shall be recaptured and repaid by the EEDC within sixty (60) days from the date of such termination.
- c. **Insolvency.** The dissolution or termination of Applicant's existence as a business or concern, Applicant insolvency, appointment of receiver for any part of Applicant's portion of the Property, any assignment of all or substantially all of the

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

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

SECTION IV

INFORMATION

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

SECTION V

ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

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

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

SECTION VI

CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

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

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

SECTION VII

INDEMNIFICATION

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

SECTION VIII

LIMITATION OF LIABILITY

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

SECTION IX

AGREEMENT CONSTRUCTION

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

SECTION X

SEVERABILITY

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

SECTION XI

NOTICE

A. Any notices to be given under this Agreement shall be in writing, (i) sent by registered or certified mail, postage prepaid, return receipt requested or (ii) sent by nationally

recognized overnight courier (e.g. Federal Express) with electronic tracking, and addressed to such party as follows:

(a) Notices to the EEDC:

Edinburg Economic Development Corporation
415 W. University Drive
Edinburg, Texas 78539
Attn.: Raudel Garza

With a copy to:

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

(b) Notices to Applicant:

MVP PARTNERSHIP, LTD
4401 North McColl Road
McAllen, Texas 78504

With a copy to:

Jose E. Garcia
Attorney At Law
4401 North McColl Road
McAllen, Texas 78504

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

SECTION XII

SUCCESSORS AND ASSIGNS

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

SECTION XIII
CONFLICT OF TERMS

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

SECTION XIV
NO WAIVERS OR ACCORD AND SATISFACTION

- A. This Agreement may be amended only by written instrument signed by all parties.
- B. No failure or delay of the EEDC, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the strict performance by Applicant of its covenants, obligations, or agreements under this Agreement, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of Applicant and the rights and remedies of the EEDC upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.
- C. Without limiting the generality of the above, the receipt by EEDC of any Services with knowledge of a breach by Applicant of any covenant, obligation, or agreement under this Agreement shall not be deemed or construed to be a waiver of such breach. No acceptance of Services or payment to Applicant shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. EEDC may accept services or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

EXECUTED by the parties in triplicate originals on this 7th day of April, 2025. 925

EDINBURG ECONOMIC DEVELOPMENT CORP.:



BY: 
Aaron Rivera, EEDC President

ATTEST:

BY: _____

Marc Moran, EEDC Secretary

APPROVED AS TO FORM:

Omar Ochoa Law Firm, P.C.

BY: _____

Omar Ochoa
City Attorney

APPLICANT

BY: _____

MVP PARTNERSHIP, LTD
Joe E. Garcia

Exhibit A
Project Description

1. Lot 2; .33933.179 Square feet out of 1.744 ACRES OUT OF LOT 2, BLOCK 4, STEELE AND PERSHING SUBDIVISION CITY OF EDINBURG, COUNTY OF HIDALGO, TEXAS and per Exhibit 1 Attached.

2 Pad Site 4, 5, and 6 of City Center Subdivision as shown on Exhibit 2 Attached

Exhibit B

**ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BETWEEN
THE EDINBURG ECONOMIC DEVELOPMENT CORPORATION AND
APPLICANT**

COMPLIANCE CERTIFICATE

Project: Construction and Operation of Commercial Facility at
Property ID _____

Agreement Date: April 7, 2025
Construction Completion Date: _____
Certificate of Occupancy Date: _____
Total Capital Investment: _____
Operation Start Date: _____

All terms have the same meaning as set out in the Economic Development Incentive Agreement Between the Edinburg Economic Development Corporation and Applicant dated _____, 20__ (the "Agreement").

By signature of the authorized representative below, Applicant certifies that the information presented in this certificate is true and accurate and that it is in full compliance with the Agreement, including but not limited to completion of the Individual Project as contemplated. Upon request of the EEDC, Applicant shall make available such information as is required under the terms of the Agreement.

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

Name:
Title:

Date