

**ECONOMIC DEVELOPMENT
CORPORATION BOARD OF DIRECTORS**



Location:

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

APRIL 27, 2021

**REGULAR MEETING AGENDA
4:00 PM**

1. CALL TO ORDER, ESTABLISH A QUORUM

2. CERTIFICATION OF PUBLIC NOTICE

3. PUBLIC COMMENTS

A specific portion of the meeting shall be dedicated to allowing Public Comments which will be limited to three (3) minutes. Because of the state of emergency due to the COVID-19 pandemic, public comment may be provided in-person abiding to the occupancy limits or by telephone. In a person requests shall be requested by completing the Public Comment Form available at City Council Chambers. Telephone requests shall be completed by (a) sending an email to publiccomment@cityofedinburg.com or (b) calling 956-388-8204.

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

4. DIRECTOR'S REPORT

5. REGULAR AGENDA ITEMS

- A. Consider approval of minutes for board meetings on March 30, 2021 and April 9, 2021.
- B. Consider approval of financial report for March 2021.
- C. Consider authorizing City Manager and Economic Development staff to negotiate and enter into an agreement with Coldwell Banker Commercial RGV for Real Estate Services pursuant to RFQ 2021-004.

6. EXECUTIVE SESSION

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

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

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 4/23/21 10:52, 2021 at 10:52 am/pm.

By:

Signature:

Name:

City of Edinburg, Texas

Ron Garza, City Manager



**City of Edinburg Economic Development
Department Status Report**

**Board of Directors
Regular Meeting**

April 27, 2021

Economic Development Projects Dashboard

The Economic Development staff and Engineer/GIS Manager have developed an Economic Development Projects Dashboard to include approved incentive projects' business information, agreement, compliance form, and project completion percent.

Total of 7 approved projects:

- 6 in progress
- 1 completed

[Dashboard](#) can be found on the City's Economic Development webpage.

Workforce Coalition

The launch of a Workforce Coalition will be taking place in May 2021. A number of educational partners including employers will be invited to discuss the workforce state of Edinburg.

Food Truck Park

The City of Edinburg and Edinburg Economic Development Corporation (EDC) present the Food Trucks N' Tunes @ McIntyre Promenade every 1st and 3rd Friday of the month.

There are seven participating food trucks including:

- Match Made Coffee - Edinburg, TX
- Mami Elva's Kitchen - Edinburg, TX
- Rowdy's BBQ - Pharr, TX
- Texas Squeezer Lemonade & Catering - San Benito, TX
- Joz Kitchen - Harlingen, TX
- Kona Ice - McAllen, TX
- Moriko's Teppanyaki Grill - Edinburg, TX

On average, there are an estimated 300 visitors attending each event.

The Economic Development staff is in communication with the Edinburg Cultural Arts Assistant Director to strategize on future efforts.

Programs

Business Retention & Expansion

The Economic Development staff continues to reach out to businesses to provide guidance and assistance to attain expansion. The Business Retention and Expansion (BRE) survey is sent to businesses after every meeting. Responses are confidential. BRE survey is attached for your information.

- 106 businesses have been contacted through emails and phone calls.
- 24 businesses have met with staff and received the BRE survey. Staff continues to follow-up to secure responses.

Industries include:

- Manufacturing
- Healthcare
- Education
- Information
- Accommodation and Food Service

Staff has kept close communication with the retail business in The Shoppes (TIRZ I) and Arena (TIRZ IV).

Retail Development

Staff is following up on all of the targets identified in the Buxton analysis. Staff continues to reach out to retailers on an ongoing basis to attract potential businesses in Edinburg: Downtown, McColl Rd and Trenton, and The Shoppes RGV.

Health Science Institute at Renaissance (HSIR)

Staff receive monthly attendance records confirming 5 students, residents of Edinburg, TX, continue to participate in the Medical Assistant program.

Students continue to meet requirements and will begin the summer semester on May 10, 2021.

Marketing Services

Economic Development Department staff and Development Counsellors International (DCI)

Landing Page launch date: May 2021

Full website Launch date: July 2021

Staff is working with DCI to schedule videos with key employers in Edinburg.

Request for Qualification (RFQ) - Real Estate Services

The Real Estate Services RFQ evaluation committee met on Wednesday March 31, 2021 to discuss rankings for the three statements of qualifications received. Rankings were as follows:

Real Estate Firm	Points Received
Coldwell Banker Commercial RGV	89.6
Hanna Solutions	88.8
Next Home RGV Realty	81.2

The two highest ranking firms, Coldwell Banker Commercial RGV and Hanna Solutions, were invited to present to the committee.

The presentations were on Wednesday, April 21, 2021. The committee agreed on Coldwell Banker Commercial RGV as the final recommendation to present to the EDC Board for consideration and approval.

Projects

The City of Edinburg Economic Development has one active project.

425120 Campos Bros Produce

- Expected Jobs: 15 created
- Capital Investment: \$1,400,000
 - Building and land purchase \$1,200,000
 - Other \$200,000
- Approved by City Council: April 20, 2021

Prospects

Staff is currently working with 12 prospects in the following business categories:

- Full service restaurant
- Snack and nonalcoholic beverage bars
- Large vehicle service center
- Warehousing and storage
- Lessors of other real estate property
- Other technical and trade schools
- Plumbing, heating and air conditioning contractors
- Ambulance Services
- Retail Incubator Shops
- (2) Fresh Fruit & Vegetable Merchant Wholesalers
- Wood Container and Pallet Manufacturing

State Requests For Information (RFI)

The Economic Development Department staff has submitted two RFI's to the governor's office.

Project Tana

- Manufacturer of cutting edge technologically innovative hardware devices for gaming.
- Job creation of 15 jobs within 2 years and 30 employees anticipated at peak employment within 3-5 years with an average salary of \$55,000.
- Capital investment is anticipated at \$250,000.
- Submitted for the City of Edinburg on 04/05/2021.

Slate Bears

- Provider of call center services focused on home-based employees.
- Job Creation of 2,632 home based full-time employees throughout the County with an average salary of \$38,000.
- Job Creation of 800 home based part-time employees throughout the County with an average pay of \$13.00 per hour.
- More than \$3,000,000 capital investment.
- Submitted for the City of Edinburg on 04/16/2021.

Edinburg Economic Development Business Retention & Expansion Survey

The City of Edinburg Economic Development Department is conducting a survey to collect data and identify the needs and concerns of our business community regarding business retention and expansion activities.

The City of Edinburg Economic Development Department is requesting your participation as an Edinburg business owner in the following survey. Individual responses will be kept confidential and all survey results will only be presented in aggregate form.

Thank you for your participation.

* Required

1. Email address *

General Business Information

2. Business Name: *

3. Business address: *

4. What is your role within the business? *

Mark only one oval.

- ☐ CEO/President
- ☐ Human Resources
- ☐ Owner/Operator
- ☐ VP/General Manager
- ☐ Other: _____

5. What is the business structure? *

Mark only one oval.

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ C-Corporation
- ☐ Sub S Corporation
- ☐ Other: _____

6. Is the business locally owned? *

Mark only one oval.

- ☐ Yes
- ☐ No

7. If yes, move to the next question. If no, where is the business located?

8. What is the business building size in square feet (sq. ft)? *

9. How many business operating sites do you have? *

Mark only one oval.

☐ 1-3 sites

☐ 4-6 sites

☐ 6-10 sites

☐ Other: _____

Employment Information

10. How many full-time employees does the business employ? *

Mark only one oval.

☐ Sole Owner-Operator

☐ 1-10 employees

☐ 11-30 employees

☐ 31-50 employees

☐ 51-100 employees

☐ 101-300 employees

☐ 301-500 employees

☐ Other: _____

11. How many part-time employees does the business employ? *

Mark only one oval.

- ☐ Sole Owner-Operator
- ☐ 1-10 employees
- ☐ 11-30 employees
- ☐ 31-50 employees
- ☐ 51-100 employees
- ☐ 101-300 employees
- ☐ 301-500 employees
- ☐ Other: _____

12. Is the business currently hiring? *

Mark only one oval.

- ☐ Yes
- ☐ No
- ☐ Other: _____

13. If no, move to the next question. If yes, list the positions available and their titles.

14. Rate the labor force availability in Edinburg. *

Mark only one oval.

	1	2	3	4	5	
Poor	☐	☐	☐	☐	☐	Excellent

15. Rate the labor force quality in Edinburg. *

Mark only one oval.

	1	2	3	4	5	
Poor	☐	☐	☐	☐	☐	Excellent

16. Specify the level of training required for candidates to be qualified for the job.
Please expand on your answer. *

17. Does the business offer internal training for employee advancement? *

Mark only one oval.

☐ Yes

☐ No

☐ N/A

☐ Other: _____

18. Does the business offer internships for college students? *

Mark only one oval.

☐ Yes, unpaid internships

☐ Yes, paid internships

☐ No

☐ Other: _____

Business Climate Issues

19. Does the business have an online presence? Select all that apply. *

Check all that apply.

☐ Business website

☐ Google business

☐ LinkedIn

☐ Facebook

☐ Instagram

☐ Twitter

☐ YouTube

☐ N/A

Other: ☐ _____

20. Identify industry barriers faced by the business. Select all that apply. *

Check all that apply.

- ☐ Access to Capital
- ☐ Competition
- ☐ Distribution Channels/Logistics
- ☐ Lack of Customer Loyalty
- ☐ Lack of Technology
- ☐ Local or State Government Regulations
- ☐ Staff Retention
- ☐ Qualified Staff

Other: ☐ _____

21. Are there any regulations or policies that prevent your business from growing or expanding? Please expand on your answer. *

22. Rate Edinburg's Economy. *

Mark only one oval.

	1	2	3	4	5	
Poor	☐	☐	☐	☐	☐	Excellent

23. List visible strengths in Edinburg's Economy. *

24. List visible weaknesses in Edinburg's Economy. *

25. Which best describes the overall economic health of your business? *

Mark only one oval.

☐ Excellent

☐ Good

☐ Fair

☐ Poor

☐ Other: _____

26. Identify business growth plans in the next three years. Select all that apply. *

Check all that apply.

- ☐ Adding another location
- ☐ Close
- ☐ Downsize
- ☐ Expanding current building
- ☐ Hire more employees
- ☐ Relocation to another city or market
- ☐ Remain the same

Other: ☐ _____

27. Are you willing to partner with local government, economic, or workforce development organizations to achieve your expansion goals? *

Mark only one oval.

☐ Yes

☐ No

☐ Other: _____

28. How was the business affected by the pandemic? Select all that apply. *

Check all that apply.

- ☐ Business Closure
- ☐ Business hours changed or reduced
- ☐ Cashflow (e.g. concern over ability to pay costs such as contractors, salaries, suppliers, rent, utilities, etc)
- ☐ Changed business services (e.g. curbside pickup/delivery options)
- ☐ Established alternative modes of business operations
- ☐ Employee availability (e.g. workers unavailable due to illness, isolation policies, childcare, or other)
- ☐ Reduction in number of employees working at one time in the business facility
- ☐ Employee furlough/Displaced workforce
- ☐ Reduced production
- ☐ Reduction in sales
- ☐ Reduction in online sales
- ☐ Fewer in-store customers
- ☐ Fewer online customers
- ☐ Reduced employee hours
- ☐ Cancelled events
- ☐ Unable to provide personnel equipment

Other: ☐ _____

29. How do you foresee the business recovering post-pandemic? Please explain. *

30. Please use this space for additional comments.

This content is neither created nor endorsed by Google.

Google Forms



Edinburg Economic Development Corporation

Meeting Date: April 27, 2021

Consider approval of minutes for board meetings on March 30, 2021 and April 9, 2021.

1. Agenda Item:

Consider approval of minutes for board meetings on March 30, 2021 and April 9, 2021.

2. Description/Scope:

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

3. Estimated Timeline:

N/A

4. Budget:

N/A

5. Procurement/Selection Process:

N/A

6. Staff's Recommendation:

N/A

7. Justification:

N/A

Blanca Davila
Director of Economic Development

ATTACHMENTS

Attachment A: March 30, 2021 Minutes

Attachment B: April 9, 2021 Minutes

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



MINUTES OF THE
EDINBURG ECONOMIC DEVELOPMENT CORPORATION
BOARD OF DIRECTORS

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

REGULAR MEETING
MARCH 30, 2021
4:00 PM

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

ABSENT: None

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

PUBLIC: Ronnie Larralde, Edinburg Chamber
Mark Hanna, Hanna Solutions

1. CALL TO ORDER, ESTABLISH QUORUM

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

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

2. CERTIFICATION OF PUBLIC NOTICE

EDD Director, Blanca Davila, confirmed the public notice was posted in accordance with the Texas Open Meetings Act, on March 26, 2021 at 2:32 PM.

3. PUBLIC COMMENTS

A specific portion of the meeting shall be dedicated to allow Public Comments which will be limited to three (3) minutes. Because of the State of Emergency due to the COVID-19 Pandemic, public comments may be provided in-person abiding to the occupancy limits or by telephone. InÁ person requests shall be requested by completing the Public Comment Form available at the City Council Chambers. Telephone requests shall be completed by (a) sending an email to publiccomment@cityofedinburg.com or (b) calling (956) 388-8204.

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

No public comments were submitted.

4. DIRECTOR'S REPORT

EDD Director, Blanca Davila, presented an update on the EEDC Audit and mentioned the audit report was approved by the Edinburg City Council on March 16, 2021. The approved and signed audit report has been uploaded to the City's website.

The second update presented was the Economic Development Projects Dashboard. The dashboard was developed to keep track of all incentive projects that are approved by the EEDC Board and City Council.

The third update presented was regarding the Business Retention & Expansion (BRE) program. Economic Development staff is still in communication with different businesses in Edinburg. Economic Development staff is conducting interviews and emailing businesses a BRE survey to obtain feedback on the city's economy, employees, and wages. The survey results determine how staff can support businesses on expansion plans or any other types of concerns they have. These industries include manufacturing, healthcare, education, information, and accommodation and food service.

President, Hiren Govind, inquired on the BRE program interviews and questioned whether businesses have expressed concerns with staffing or wages. EDD Director, Blanca Davila, mentioned workforce is an area of concern for certain businesses. Economic Development staff is taking note of the concerns to brainstorm on how to involve other community partners to ensure concerns are addressed.

The fourth update presented was regarding retail development. Economic Development staff is reaching out to the retailers identified in the Buxton match boards. The three focus areas include Downtown Edinburg, McColl/Trenton, and the Shoppes. Staff will reach out to approximately 40 retailers to ensure communication is established.

The fifth update presented was the five virtual focus groups facilitated by DCI, the marketing firm, with Edinburg businesses and stakeholders in the community. Stakeholders and the business community provided good feedback. Staff is working with DCI to schedule testimonial videos with key employers and large businesses in Edinburg.

The sixth update presented was regarding the Request for Qualifications (RFQ) for Real Estate Services. The bid opening date was March 22, 2021 at 3:00 PM. The five-member evaluation committee meeting is scheduled for March 31, 2021 at 2:00 PM to rank and score the bids received.

The seventh update presented was the eight prospects staff is currently working with. Staff is following up with prospects to ensure staff assists them in moving to Edinburg or expanding in Edinburg.

The final update presented was the mid-year report performance measures. The EDC's bylaws require staff to submit a midyear report to City Council. Staff will present the performance measures to City Council on April 20, 2021.

The mid-year report outcomes include the Covid-19 response (SPARC program), small business development, workforce development, business retention and expansion (BRE), completed projects, active projects, and Buxton outreach for Edinburg matches. The total projected economic impacts of active and completed projects include: 1,276 jobs created or retained, and \$38 million in new earnings.

Director, Raul Resendez, questioned whether there is data gathered regarding the businesses' number of employees and occupations they may be hiring for. Mr. Resendez inquired how closely the data aligns with the 15 jobs created or retained threshold set for the incentive application. EDD Director, Blanca Davila, stated most of the businesses interviewed through the BRE program employ 30 employees or more as they are in the manufacturing, healthcare, or produce industries. The BRE program targets large employers.

Director, Veronica Gonzales, inquired on the breakdown of the jobs created or retained for direct and indirect employees. Assistant City Manager, Brian Kelsey, mentioned the 822 jobs created or retained (projected) under completed projects, and the 69 jobs created (projected) under the active projects sections of the mid-year outcomes are the direct jobs.

Secretary, Dan Diaz, inquired on the total funding allocated for COVID-19 response. City Manager, Ron Garza stated under \$2M was allocated to the SPARC program from Cares Act funding. Approximately \$1M was given to businesses in direct grants, and about \$1M was given to the community to use funds at SPARC recipient businesses. The City expects to receive funding from the American Recovery Act and can possibly develop a SPARC 3.0 program utilizing those funds. It was stated the Economic Development staff and the Edinburg Chamber of Commerce staff met to brainstorm on a goal setting strategy for the program.

Secretary, Dan Diaz, inquired on the 40 businesses contacted through Buxton outreach. EDD Director, Blanca Davila, mentioned the businesses were contacted based on Buxton's recommendations and matches for the Edinburg locations including Downtown/University, McColl/Trenton, and The Shoppes RGV.

5. REGULAR AGENDA ITEMS

A. Consider approval of minutes for board meetings on February 23, 2021 and March 4, 2021.

MOTION TO APPROVE THE MINUTES FOR BOARD MEETINGS ON FEBRUARY 23, 2021 AND MARCH 4, 2021 WAS MADE BY DIRECTOR SABRINA WALKER HERNANDEZ AND SECONDED BY TREASURER AARON RIVERA. MOTION CARRIED UNANIMOUSLY.

B. Consider approval of financial report for February 2021.

Cris Villarreal, CPA, presented the Statement of Cash Receipts, Disbursements, and Cash Balances – Unrestricted Cash for the period ending Fiscal Year 2021. A total of \$2,257,360 was collected in cash receipts and \$2,472,582 in cash disbursements. There was a net decrease in unrestricted cash of \$215,222. The ending unrestricted cash balance was \$ 6,756,542.

Cris Villarreal, CPA, mentioned the TexSTAR 19 Construction Fund interest bearing account has decreased in interest from 0.70% to 0.40%. President, Hiren Govind, inquired whether the TexSTAR account can be moved to another fund that generates more interest as the interest continued to decrease. It was stated the interest has decreased since Covid-19 began. City Manager, Ron Garza, mentioned staff can research and explore more options first to then propose to the board.

A comparative monthly sales tax revenues – accrual basis – supplemental information was presented to compare fiscal year ending 2020 and 2021. It was stated cash is received two months after the performing month. A total of \$2,423,043 has been received from October 2020 through January 2021. The fiscal year ending 2021 has outperformed the fiscal year ended 2020 by an average of 10%.

Secretary, Dan Diaz, inquired on the 2019 monthly sales tax revenue numbers to determine the Covid-19 effects. Cris Villarreal, CPA, mentioned October of the fiscal

year ending 2020 column reflect pre Covid-19 numbers, up until March 2020. President, Hiren Govind, stated the Covid-19 effects on the financials will appear until two more months.

Director, Veronica Gonzales, asked for clarification on whether October 2020 numbers reflect two months prior. Cris Villarreal, CPA, clarified the numbers presented are actual numbers. It was stated January 2020 through February 2020 reflect pre-covid numbers. March 2020 numbers reflect the start of the pandemic.

Vice President, Roland Gomez, inquired when the SPARC program gift cards were released. City Manager, Ron Garza, stated it was during July and August 2020. It was mentioned the City has approximately 3,000 taxing entities. The top 20 of the 3,000 taxing entities makeup a high percentage of total volume of the sales tax. The highest sales tax performers performed well throughout the pandemic.

A Statement of Net Assets – Supplemental Information was presented, which included \$39,608,327.31 in total assets and \$26,864,348.00 in total liabilities, with a net equity of \$12,743,979.31.

Secretary, Dan Diaz, inquired on the Ebony Hills liability. EDD Director, Blanca Davila, clarified it is for the 2014 bond project for the Parks & Recreation center. City Manager, Ron Garza, stated a portion of the funds was used for the parks & recreation center. It was stated part of the funding is still available for the potential development of the Ebony Hills golf course. Staff is verifying the information. Cris Villarreal, CPA, mentioned three more years are needed to pay the bonds.

The Accounts Receivable A/R Aging Summary – Supplemental Information as of December 31, 2020 was presented including the receivables from City of Edinburg half cent sales tax, tenant rent, NUCO tool, and Santana Textiles interest accumulation.

**MOTION TO APPROVE
FINANCIAL REPORT FOR
FEBRUARY 2021 WAS MADE BY
DIRECTOR VERONICA
GONZALES AND SECONDED BY
VICE PRESIDENT ROLAND
GOMEZ. MOTION CARRIED
UNANIMOUSLY.**

C. Consider approval of Amendment Five of the Interlocal Agreement between the Lower Rio Grande Valley Development Council, City of Edinburg, and Edinburg Economic Development Corporation for the joint development of the Edinburg Transit Terminal.

EDD Director, Blanca Davila, stated it is the amendment five to the interlocal agreement between the LRGVDC, COE, and EEDC. The original interlocal agreement between the LRGVDC and EEDC was in March 2014. In December 2014, the LRGVDC, EEDC, and City of Edinburg entered into a new interlocal agreement for the joint development and construction of the Edinburg Transit terminal and parking facility. There have been several amendments approved to include more funds from the FTA grant and from EEDC as cash match.

City Manager, Ron Garza, mentioned there was an unused portion remaining of the original grant from FTA. It was verified that the City can use the unused funds. It was stated part of the amendment scope is sensitive to real estate.

Board decided to move action item into executive session for discussion.

**MOTION TO MOVE AGENDA
ITEM C INTO EXECUTIVE
SESSION WAS MADE BY
SECRETARY DAN DIAZ AND
SECONDED BY DIRECTOR
VERONICA GONZALES.
MOTION CARRIED
UNANIMOUSLY.**

D. Consider Sponsorship of the Edinburg Chamber of Commerce 4th of July Texas Cook'Em event.

EDD Director, Blanca Davila, explained the sponsorship request is for \$15,000. It was stated staff recommends approval as the Texas Cook'Em is a great quality of life event for the City of Edinburg.

President Hiren Govind and Director Veronica Gonzales are board members of the Edinburg Chamber of Commerce and therefore, abstained from voting and participating in discussion regarding this action item.

Secretary, Dan Diaz, requested an overview of the event. Chamber Executive Director, Ronnie Larralde, provided an overview and mentioned an estimated 3,000 people attend the event. In the 2019 Texas Cook'Em event, the Chamber partnered with H-E-B to provide ten \$1,000 scholarships to UTRGV veterans. In 2020, the Chamber partnered with H-E-B to provide five \$1,000 scholarships for veterans.

**MOTION TO APPROVE
SPONSORSHIP OF THE
EDINBURG CHAMBER OF
COMMERCE 4TH OF JULY
TEXAS COOK'EM EVENT WAS
MADE BY SECRETARY DAN
DIAZ AND SECONDED BY
TREASURER AARON RIVERA.
MOTION CARRIED WITH A
VOTE OF 5-0 WITH 2
ABSTENTIONS.**

6. EXECUTIVE SESSION

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

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

The EDC board entered Executive Session at 4:47 PM.

**MOTION TO ENTER
EXECUTIVE SESSION WAS
MADE BY TREASURER AARON
RIVERA AND SECONDED BY
VICE PRESIDENT ROLAND
GOMEZ AT 4:47 PM. MOTION
CARRIED UNANIMOUSLY.**

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

7. OPEN SESSION

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

The EDC board reconvened for open session at 6:21 PM.

**MOTION TO OPEN SESSION
WAS MADE BY TREASURER
AARON RIVERA AND
SECONDED BY VICE
PRESIDENT ROLAND GOMEZ
AT 6:21 PM. MOTION CARRIED
UNANIMOUSLY.**

- A. Consider approval of Amendment Five of the Interlocal Agreement between the Lower Rio Grande Valley Development Council, City of Edinburg, and Edinburg Economic Development Corporation for the joint development of the Edinburg Transit Terminal.**

**MOTION TO APPROVE
AMENDMENT FIVE OF THE
INTERLOCAL AGREEMENT
BETWEEN LRGVDC, COE, AND
EEDC FOR THE JOINT
DEVELOPMENT OF THE
EDINBURG TRANSIT
TERMINAL AS DISCUSSED IN
EXECUTIVE SESSION WAS
MADE BY VICE PRESIDENT
ROLAND GOMEZ AND
SECONDED BY TREASURER
AARON RIVERA. MOTION
CARRIED UNANIMOUSLY.**

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

MOTION TO AUTHORIZE TO PROCEED IN PROPERTY NEGOTIATION AS PER DISCUSSED IN EXECUTIVE SESSION WAS MADE BY DIRECTOR SABRINA WALKER HERNANDEZ AND SECONDED BY VICE PRESIDENT ROLAND GOMEZ. MOTION CARRIED UNANIMOUSLY.

8. ADJOURNMENT

There being no further business to consider, the meeting was adjourned at 6:23 PM.

MOTION TO ADJOURN MEETING WAS MADE BY VICE PRESIDENT ROLAND GOMEZ AND SECONDED TREASURER AARON RIVERA AT 6:23 PM. MOTION CARRIED UNANIMOUSLY.

Minutes Transcribed by: Leticia Pantoja



MINUTES OF THE
EDINBURG ECONOMIC DEVELOPMENT CORPORATION
BOARD OF DIRECTORS

LOCATION:

Edinburg Scenic Wetlands & World Birding Center
714 S Raul Longoria Rd. Edinburg, Texas

SPECIAL MEETING

APRIL 9, 2021

8:30 AM

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

ABSENT: Daniel “Dan” Diaz, Secretary

STAFF: Ron Garza, City Manager
Brian Kelsey, Assistant City Manager/EDD
Blanca Davila, EDD Director
Omar Ochoa, City Attorney
Nidian Elizondo, EDD Coordinator
Christian Monterrubio, EDD Coordinator
Leticia Pantoja, EDD Administrative Assistant

PUBLIC: None

1. CALL TO ORDER, ESTABLISH QUORUM

President, Hiren Govind, called the meeting to order at 8:35 AM.

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

Secretary, Dan Diaz, was absent.

2. CERTIFICATION OF PUBLIC NOTICE

EDD Director, Blanca Davila, confirmed the public notice was posted in accordance with the Texas Open Meetings Act, on April 5, 2021 at 1:11 PM.

3. PUBLIC COMMENTS

A specific portion of the meeting shall be dedicated to allow Public Comments which will be limited to three (3) minutes. Because of the State of Emergency due to the COVID-19 Pandemic, public comments may be provided in-person abiding to the occupancy limits or by telephone. InÂ person requests shall be requested by completing the Public Comment Form available at the City Council Chambers. Telephone requests shall be completed by (a) sending an email to publiccomment@cityofedinburg.com or (b) calling (956) 388-8204.

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

No public comments were submitted.

4. REGULAR AGENDA ITEMS

A. Presentation and action regarding design and installation of inclusive playground equipment for the new Vanguard Academy Beethoven City Park.

City Manager, Ron Garza, stated the City of Edinburg solicited Request for Proposals (RFP's) and received two proposals on March 22, 2021. A stakeholder committee consisting of seven members specializing in the needs of children and adults with disabilities met to rank and score the proposals received. The evaluation committee is recommending the award to Exerplay Inc. for their proposal number two in the amount of \$599,999.63 as the proposal was within budget.

City Manager, Ron Garza, mentioned the Beethoven Park is funded through the City, EDC, and Vanguard Academy and therefore, is an action item for the board. The EDC portion of the project budget is \$601,896.00. Upon EDC board approval, item will be taken to the City Council for approval on April 20. The construction will begin in late May and entire project will be completed in late July, early August 2021.

City Manager, Ron Garza, provided an update on the second accessible park, Capable Kids, and mentioned it is in the design phase as it includes several water features and design elements. The design will be presented possibly in June 2021 to the EDC board. If approved, the City will solicit Request for Proposals (RFP's) for the construction process.

Director, Sabrina Walker Hernandez, mentioned the Beethoven park should include the Capable Kids logo on the signage. City Manager, Ron Garza, mentioned the Beethoven committee included members of the Capable Kids Foundation and expressed perhaps not including their logo. The Capable Kids Foundation logo will be included in the second accessible Capable Kids Park.

President, Hiren Govind, commented Secretary Dan Diaz wanted to ensure the park structure will not be woodchips. City Manager, Ron Garza, stated playground structure will be a play pour surface.

Treasurer, Aaron Rivera, inquired on the park's maintenance. City Manager, Ron Garza, mentioned the park will need power washing from time to time. The park will function as a City park and will be open until 10:00 PM. Beethoven Academy will open the park gates and City staff will close the gate.

Treasurer, Aaron Rivera, inquired on the park's lighting. City Manager, Ron Garza, mentioned the park will initially have lighting. In the second phase of the project, more lighting will be included around the walking trail.

Director, Sabrina Walker Hernandez, inquired whether staff is working on a Texas Parks & Wildlife grant to possibly assist with funding. City Manager, Ron Garza, mentioned no grant will be utilized specifically for this park. However, the City was awarded a grant for the Chapin and Jackson project. It was stated there is a lot of potential grant funding from Texas Parks & Wildlife. The Edinburg Scenic Wetlands & World Birding Center is working on different projects regarding bird watching and outdoor activities.

**MOTION TO APPROVE THE
DESIGN AND INSTALLATION
OF INCLUSIVE PLAYGROUND
EQUIPMENT FOR THE NEW
VANGUARD ACADEMY
BEETHOVEN CITY PARK AS
PRESENTED WAS MADE BY
DIRECTOR SABRINA WALKER
HERNANDEZ AND SECONDED
BY DIRECTOR VERONICA
GONZALES. MOTION CARRIED
UNANIMOUSLY.**

B. Edinburg Economic Development Corporation Board Workshop

City Manager, Ron Garza, stated the purpose of the board workshop is for staff to obtain board feedback and goals on what they wish to accomplish. The focus topics for the workshop include industry recruitment, incentives, land, projects, and marketing.

City Manager, Ron Garza, facilitated the workshop and began by providing an overview of the EDC, compliance, and its transition into the City. The Edinburg EDC is a Type A EDC, which focuses on job creation eligible projects. On November 8, 2011, the voters of the City approved the 2011 proposition authorizing the EDC to use funds for: recreational

facilities, limited to entertainment, public parks and park facilities, and all related store, restaurant, concession, and automobile parking facilities and all related roads, streets, water and sewer facilities. The Edinburg EDC is a Type A EDC with Type B eligible spending on certain projects.

Regarding the goal setting for Economic Development, each board member was asked to state three goals or outcomes they would like to accomplish. Upon each board member sharing three goals, the City Manager, Ron Garza, summarized and condensed all goals to include: downtown revitalization, small business, medical district, airport, bold new industries, recruitment from Mexico, and beautification.

Industry Recruitment

City Manager, Ron Garza, mentioned staff is utilizing data to identify gaps and determine what is not in the Rio Grande Valley (RGV) and what should be in the RGV.

Assistant City Manager, Brian Kelsey, stated most EDC's focus on the recruitment, retention, and expansion of primary industries that pay higher wages and have higher job creation, and export goods and services outside the region. It was stated the EDC should focus on primary jobs, building a skilled workforce, and develop industry partnerships.

Directors further discussed how EDC's recruit industries and projects. Data, logistics, and location are integral in the recruitment process. City growth includes entertainment, restaurants, and retail.

Incentives and Land

City Manager, Ron Garza, mentioned the previous EDC board hired a realtor to sell all EDC owned property as their strategy and purpose. City Manager, Ron Garza, inquired whether the board would like to pursue a different strategy in terms of either purchasing more land or selling currently owned land.

Assistant City Manager, Brian Kelsey, added and mentioned staff is seeking direction on a strategy to pursue. It was stated staff receives Requests for Information (RFI's) from the Texas Governor's Office. Staff has determined most businesses seek existing buildings or warehouses. Businesses seeking RFI's intends to move quickly and will not accept land

that is built to suit. Director, Raul Resendez, mentioned the board needs to decide whether the focus should be on land management or building management.

Director, Veronica Gonzales, mentioned selling the land should be strategic in ensuring the buyer meets desired needs. City Manager, Ron Garza, mentioned the two factors the board should consider on every sale of property are the capital investment and the job creation/retention. City Manager, Ron Garza, proposed setting a low, medium, and high threshold for the sale of property.

Vice President, Roland Gomez, suggested the EDC purchase land in order to have office space readily available for businesses and possibly offer incentives. President, Hiren Govind, suggested a hybrid strategy for staff to follow and mentioned the EDC should sell land that is not needed and purchase new land. Director, Sabrina Walker Hernandez, added the EDC establish a grading criteria regarding who the land is sold or leases to, and improve the agreements and contracts. It was stated staff will develop clear agreements to avoid inconsistencies.

Upon board deliberation, it was agreed staff should focus on a hybrid strategy to recruit new industry including retail and restaurants, and develop a low, medium, and high threshold to determine decision making on the proposals and recommendations presented to the board.

The board went into executive session to further discuss the purchase, exchange, lease, or value of real property.

5. EXECUTIVE SESSION

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

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

The EDC Board entered Executive Session at 10:15 AM.

For record, Director Veronica Gonzales excused herself from executive session and the rest of the meeting at 10:45 AM.

**MOTION TO ENTER
EXECUTIVE SESSION WAS
MADE BY DIRECTOR
VERONICA GONZALES AND
SECONDED BY VICE
PRESIDENT ROLAND GOMEZ
AT 10:15 AM. MOTION CARRIED
UNANIMOUSLY.**

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

6. OPEN SESSION

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

The EDC Board reconvened for open session at 11:07 PM.

**MOTION TO OPEN SESSION
WAS MADE BY DIRECTOR
SABRINA WALKER
HERNANDEZ AND SECONDED
BY TREASURER AARON
RIVERA AT 11:07 AM. MOTION
CARRIED UNANIMOUSLY.**

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

**MOTION TO AUTHORIZE
STAFF TO NEGOTIATE ENTER
INTO AN AGREEMENT AS
DISCUSSED WAS MADE BY
VICE PRESIDENT ROLAND
GOMEZ AND SECONDED BY
SABRINA WALKER
HERNANDEZ. MOTION
CARRIED UNANIMOUSLY.**

Marketing

Regarding marketing, the EDC board discussed possible updates to the logo. The discussion was whether to remove or leave the word corporation in the logo. The board was provided different logo versions for consideration.

Upon board deliberation, the board agreed to make modifications to the logo and leave the word corporation in the logo, and include letter E of the City's logo in the word Edinburg of the EDC logo.

7. ADJOURNMENT

There being no further business to consider, the meeting was adjourned at 11:38 AM.

**MOTION TO ADJOURN
MEETING WAS MADE BY
DIRECTOR SABRINA WALKER
HERNANDEZ AND SECONDED
BY AARON RIVERA AT 11:38
AM. MOTION CARRIED
UNANIMOUSLY.**

Minutes Transcribed by: Leticia Pantoja



Edinburg Economic Development Corporation

Meeting Date: April 27, 2021

Consider approval of financial report for March 2021.

1. Agenda Item:

Consider approval of financial report for March 2021.

2. Description/Scope:

Cris Villarreal, CPA, will provide a financial report for March 2021.

3. Estimated Timeline:

Monthly.

4. Budget:

N/A

5. Procurement/Selection Process:

N/A

6. Staff's Recommendation:

Staff recommends approval.

7. Justification:

N/A

Blanca Davila
Director of Economic Development

ATTACHMENTS

Attachment A: March 2021 Financial Report

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

Management Report

Edinburg Economic Development Corporation
For the period ended March 31, 2021



Prepared on
April 23, 2021

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Edinburg Economic Development Corporation
Statement of Cash Receipts, Disbursements, and Cash Balances - Unrestricted Cash
For the Period Ending Fiscal Year 2021

	October	November	December	January	February	March	April	May	June	July	August	September	Year-to- Date Actual	Annual Budget	% to Date	Remaining Budget Balance
CASH RECEIPTS:																
1/2 Cent Sales Tax Revenue	\$ -	\$ 1,178,534	\$ 548,456	\$ 566,005	\$ 754,719	\$ 553,863	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,601,577	\$ 6,500,000	55%	\$ (2,898,423)
Lease Payments	5,286	8,609	8,087	8,486	6,686	8,886	-	-	-	-	-	-	46,040	48,000	96%	(1,960)
Sale of Property and Other Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0%	-
Investment Interest	1,714	1,872	1,573	1,508	505	409	-	-	-	-	-	-	7,581	25,000	30%	(17,419)
Transfer in Restricted Accounts, net	-	-	-	-	1,495,686	-	-	-	-	-	-	-	1,495,686	4,139,638	36%	(2,643,952)
Interest Earned in Restricted Funds	(1,714)	(1,505)	(1,349)	(1,277)	(236)	(166)	-	-	-	-	-	-	(6,247)	-	0%	(6,247)
TOTAL CASH RECEIPTS	5,286	1,187,510	556,767	574,722	2,257,360	562,992	-	-	-	-	-	-	5,144,637	10,712,638	48%	(5,568,001)
CASH DISBURSEMENTS																
Personnel Expenses																
Salaries, Benefits & Taxes	-	-	-	250,000	-	-	-	-	-	-	-	-	250,000	300,000	83%	(50,000)
Taxes and Benefits	-	-	-	-	-	-	-	-	-	-	-	-	-	80,000	0%	(80,000)
Vehicle Allowance	-	-	-	-	-	-	-	-	-	-	-	-	-	5,000	0%	(5,000)
Total Personnel Expenses	-	-	-	250,000	-	-	-	-	-	-	-	-	250,000	385,000	65%	(135,000)
Contractual & Maintenance Services																
Professional Services	-	100	5,820	-	-	-	-	-	-	-	-	-	5,920	300,000	2%	294,080
Administrative Services FY20	-	-	126,582	-	-	-	-	-	-	-	-	-	126,582	126,582	100%	-
Printing	-	-	-	-	-	-	-	-	-	-	-	-	-	25,000	0%	25,000
Travel, Training, Conference	500	-	-	-	-	-	-	-	-	-	-	-	500	80,000	0%	79,500
Membership Dues/Subscriptions	-	32	100	-	-	-	-	-	-	-	-	-	132	30,000	0%	29,868
File Storage Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	20,000	0%	20,000
Equipment Leasing	(323)	1,355	989	320	320	320	-	-	-	-	-	-	2,981	40,000	7%	37,019
Total Contractual & Maintenance Services	177	1,487	133,491	320	320	320	-	-	-	-	-	-	136,115	621,582	22%	485,467
Supplies																
Office Supplies	-	-	88	-	30	62	-	-	-	-	-	-	180	10,000	2%	9,820
Computer Software Expense	1,559	-	(1,281)	-	-	-	-	-	-	-	-	-	278	15,000	2%	14,722
Continuing Education	-	-	-	-	-	-	-	-	-	-	-	-	-	30,000	0%	30,000
Food	-	-	-	-	-	-	-	-	-	-	-	-	-	15,000	0%	15,000
Office Equipment & Furniture	-	-	-	-	-	-	-	-	-	-	-	-	-	30,000	0%	30,000
Equipment	-	-	-	-	-	-	-	-	-	-	-	-	-	20,000	0%	20,000
Total Supplies	1,559	-	(1,193)	-	30	62	-	-	-	-	-	-	458	120,000	0%	119,542
Programs																
Workforce Training	-	-	-	5,258	-	-	-	-	-	-	-	-	5,258	200,000	3%	194,742
Marketing	89	178	3,000	178	5,589	589	-	-	-	-	-	-	9,623	200,000	5%	190,377
Sponsorship/Donations	-	1,500	25,000	-	-	1,000	-	-	-	-	-	-	27,500	75,000	37%	47,500
Legislative	-	-	-	-	-	-	-	-	-	-	-	-	-	90,000	0%	90,000
Research, Feasibility Studies, Reports	-	-	-	40,250	1,000	-	-	-	-	-	-	-	41,250	100,000	41%	58,750
Small Business Grants Program	-	-	-	-	-	-	-	-	-	-	-	-	-	200,000	0%	200,000
Total Programs	89	1,678	28,000	45,686	6,589	1,589	-	-	-	-	-	-	83,631	865,000	10%	781,369
Properties																
Property Taxes	-	-	70,541	-	-	2,781	-	-	-	-	-	-	73,322	100,000	73%	26,678
Purchase of Property	-	-	-	-	-	3,000	-	-	-	-	-	-	3,000	50,000	6%	47,000
Utilities	(132)	3,150	1,975	1,179	177	4,468	-	-	-	-	-	-	10,817	25,000	43%	14,183
Existing Buildings - Improvements/Repairs	-	-	-	-	-	-	-	-	-	-	-	-	-	40,000	0%	40,000
Security Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	2,000	0%	2,000
Industrial Park & Property Maintenance	722	995	-	-	548	274	-	-	-	-	-	-	2,539	10,000	25%	7,461
Total Properties	590	4,145	72,516	1,179	725	10,523	-	-	-	-	-	-	89,678	227,000	40%	137,322

Edinburg Economic Development Corporation
Statement of Cash Receipts, Disbursements, and Cash Balances - Unrestricted Cash
For the Period Ending Fiscal Year 2021

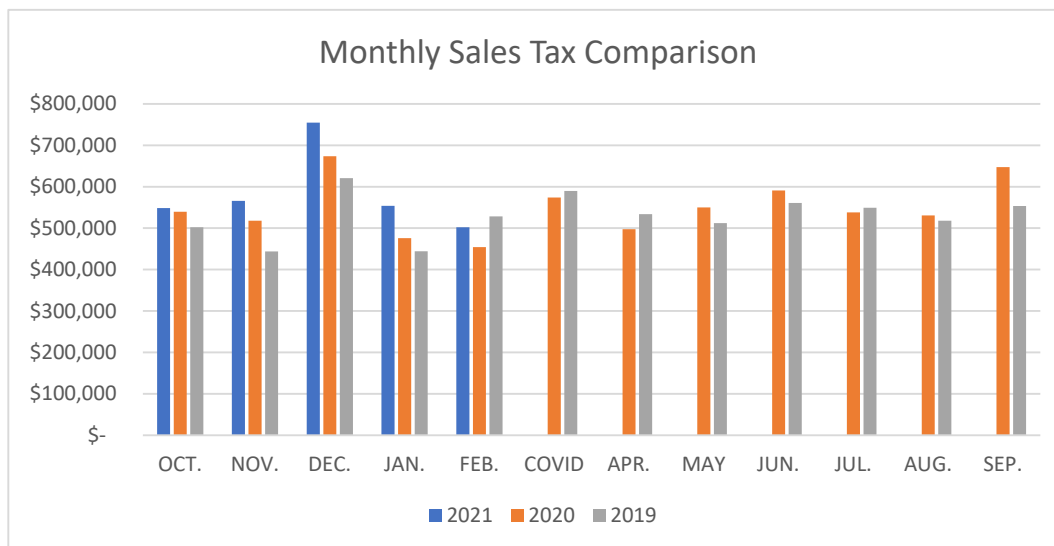
	October	November	December	January	February	March	April	May	June	July	August	September	Year-to- Date Actual	Annual Budget	% to Date	Remaining Budget Balance
Projects																
Economic Development Incentives	-	-	-	-	-	-	-	-	-	-	-	-	-	300,000	0%	300,000
Burns Brothers (La Sienna) 2015	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0%	-
Vantage Ventures (DPS Facility) 2016	-	-	-	-	102,000	-	-	-	-	-	-	-	102,000	102,000	100%	-
Fiesta Nissan 2017	-	-	-	-	-	-	-	-	-	-	-	-	-	500,000	0%	500,000
GRH Investments 2018	-	-	-	-	-	-	-	-	-	-	-	-	-	25,000	0%	25,000
Oceangate Investments (Hilton Hotels) 2018	-	-	-	-	-	-	-	-	-	-	-	-	-	250,000	0%	250,000
Haidar Properties (Walk-Ons) 2018	-	-	-	-	-	50,000	-	-	-	-	-	-	50,000	50,000	100%	-
Auriel Investments (Shops @Tru) 2018	-	-	-	50,000	-	-	-	-	-	-	-	-	50,000	50,000	100%	-
TP UT RGV (Taco Palenque/Palenque Grill) 2019	-	-	-	-	-	50,000	-	-	-	-	-	-	50,000	50,000	100%	-
Los Pinos Hardware 2019	-	-	-	-	-	-	-	-	-	-	-	-	-	25,000	0%	25,000
First Hartford (The Shoppes at RGV) 2019	200,000	-	-	-	-	-	-	-	-	-	-	-	200,000	200,000	100%	-
Bond Projects																
North Park Project	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0%	-
El Tule Center	-	-	-	-	-	-	-	-	-	-	-	-	-	2,487,155	0%	2,487,155
Resource Center	-	-	-	-	-	-	-	-	-	-	-	-	-	370,966	0%	370,966
Capable Kids	-	-	-	-	-	-	-	-	-	-	-	-	-	1,281,517	0%	1,281,517
Total Projects	200,000	-	-	50,000	102,000	100,000	-	-	-	-	-	-	452,000	5,691,638	8%	5,239,638
Debt Service																
Ebony Hills/BBVA	-	-	-	-	255,678	-	-	-	-	-	-	-	255,678	267,612	96%	11,934
Parks & Rec Bond/BBVA	-	-	-	-	505,324	-	-	-	-	-	-	-	505,324	528,428	96%	23,104
Santana Refund Bond/NY Mellon	-	-	-	-	391,616	-	-	-	-	-	-	-	391,616	671,264	58%	279,648
Arena Bond Shortage/Wells Fargo	-	-	-	-	964,212	-	-	-	-	-	-	-	964,212	1,000,000	96%	35,788
New Series 2019 Bonds/NY Mellon	-	-	-	-	246,088	-	-	-	-	-	-	-	246,088	757,175	33%	511,087
Total Debt Service	-	-	-	-	2,362,918	-	-	-	-	-	-	-	2,362,918	3,224,479	73%	861,561
TOTAL CASH DISBURSEMENTS	202,415	7,310	232,814	347,185	2,472,582	112,494	-	-	-	-	-	-	3,374,800	11,134,699	30%	7,624,899
INCREASE (DECREASE) IN UNRESTRICTED CASH	(197,129)	1,180,200	323,953	227,537	(215,222)	450,498	-	-	-	-	-	-	1,769,837	(422,061)		
Unrestricted Cash, beginning of period	5,437,203	5,240,074	6,420,274	6,744,227	6,971,764	6,756,542	7,207,040	7,207,040	7,207,040	7,207,040	7,207,040	7,207,040	5,437,203			
Unrestricted Cash, end of period	\$ 5,240,074	\$ 6,420,274	\$ 6,744,227	\$ 6,971,764	\$ 6,756,542	\$ 7,207,040	\$ 7,207,040	\$ 7,207,040	\$ 7,207,040	\$ 7,207,040	\$ 7,207,040	\$ 7,207,040	\$ 7,207,040			
SUPPLEMENTARY																
Cash - Unrestricted																
PCB-Operating: Non-Interest Bearing	\$ 1,000,000	\$ 2,178,534	\$ 1,000,000	\$ 1,556,997	\$ 254,013	\$ 998,156	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
PCB-Sweep: Interest Bearing	4,240,074	4,241,740	5,744,227	5,414,766	6,502,529	6,208,884	-	-	-	-	-	-				
Est. Annual Yield Rate	0.049%	0.049%	0.051%	0.051%	0.046%	0.052%	0.0000%	0.0000%	0.0000%	0.0000%	0.0000%	0.0000%				
Cash - Restricted																
Non Interest Bearing:																
PCB-New Series 19 Bond Debt Svc Fund	184,958	184,958	184,958	184,958	184,958	184,958	-	-	-	-	-	-				
PCB-Debt Service	1,276,473	1,276,473	1,276,473	1,276,473	1,276,473	1,276,473	-	-	-	-	-	-				
PCB-Revenue Account	549,402	549,402	549,402	549,402	549,402	549,402	-	-	-	-	-	-				
TX National Bank	800,000	800,000	800,000	800,000	800,000	800,000	-	-	-	-	-	-				
Interest Bearing:																
Greater State Bank-Construction	1,493,238	1,494,036	1,494,860	1,495,686	-	-	-	-	-	-	-	-				
Est. Annual Yield Rate	0.65%	0.65%	0.65%	0.65%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%				
TexSTAR New Series 2019 Debt Srvs Rsrv Fund	774,877	774,937	774,982	775,020	775,040	775,054	-	-	-	-	-	-				
Est. Annual Yield Rate	1.3800%	1.1328%	0.81%	0.70%	0.40%	0.26%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%				
TexSTAR 19 Construction Fund	8,342,447	8,343,094	8,343,573	8,343,986	8,344,200	8,344,353	-	-	-	-	-	-				
Est. Annual Yield Rate	1.3800%	1.1328%	0.81%	0.70%	0.40%	0.26%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%				
Total Cash - Restricted & Unrestricted	\$ 18,661,469	\$ 19,843,174	\$ 20,168,475	\$ 20,397,288	\$ 18,686,615	\$ 19,137,280	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				

COMPARATIVE MONTHLY SALES TAX REVENUES - ACCRUAL BASIS - SUPPLMENTAL INFORMATION

*****CASH IS RECEIVED TWO (2) MONTHS AFTER THE PERFORMING MONTH*****

Month	Oct '20 - Sep '21	Oct '19 - Sep '20	Oct '18 - Sep '19
	2021	2020	2019
OCT.	\$ 548,456	\$ 539,764	\$ 501,759
NOV.	566,005	517,839	443,392
DEC.	754,719	673,924	620,687
JAN.	553,863	475,560	443,892
FEB.	501,873	453,935	528,458
COVID		574,164	589,833
APR.		497,295	533,819
MAY		550,235	512,049
JUN.		591,024	560,920
JUL.		538,033	549,402
AUG.		530,880	517,757
SEP.		647,655	553,771
TOTAL	\$ 2,924,916	\$ 6,590,308	\$ 6,355,739

Average % of Change YOY 10% 4%



Statement of Net Assets-Supplemental Information

As of March 31, 2021

	Total
ASSETS	
Current Assets	
Bank Accounts	
1000 Operating	
1001 4899-PCB-Operating	998,156.06
1002 8602-PCB-Sweep Account-Int Bearing	6,208,883.59
Total 1000 Operating	7,207,039.65
1005 Restricted	
1004 4700-PCB-New Series 2019 Bond Debt Service Fund	184,957.95
1007 2281-PCB-Debt Service Account	1,276,473.28
1008 9056-PCB-Revenue Account	549,402.12
1010 TX National Bank	800,000.05
1019 TexSTAR New Series 2019 Debt Service Reserve Fund	775,054.30
1020 TexSTAR New Series 2019 Construction Fund	8,344,352.43
Total 1005 Restricted	11,930,240.13
Total Bank Accounts	19,137,279.78
Accounts Receivable	
1200 Accounts Receivable	2,432,762.11
Total Accounts Receivable	2,432,762.11
Total Current Assets	21,570,041.89
Fixed Assets	
1505 Buildings	2,075,149.06
1525 Furniture & Equipment	41,061.96
1545 Land	4,984,282.56
1595 Accumulated Depreciation	-844,811.49
Total Fixed Assets	6,255,682.09
Other Assets	
1610 N/R - Santana \$5MM	4,205,592.73
1620 N/R - Santana \$10MM	9,434,410.73
1630 Allowance for Uncollectibles	-1,556,581.00
1980 Deferred Outflow with Pension	155,775.00
Total Other Assets	12,239,197.46
TOTAL ASSETS	\$40,064,921.44

	Total
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2113 2014A Ebony Hills Current	245,000.00
2117 2014B Parks & Rec Current	490,000.00
2123 2015 Bonds Current	115,000.00
2135 Series 2019 Bond	265,000.00
2250 Deferred Inflows Related to Pensions	50,496.00
Total Other Current Liabilities	1,165,496.00
Total Current Liabilities	1,165,496.00
Long-Term Liabilities	
2513 2014A Ebony Hills Long Term	520,000.00
2517 2014B Parks & Rec Long Term	1,030,000.00
2523 2015 Bonds Long Term	13,010,000.00
2530 New Series 2019 Bond	10,445,000.00
2595 Net Pension Liability	584,135.00
2597 Net OPEB Liability	109,717.00
Total Long-Term Liabilities	25,698,852.00
Total Liabilities	26,864,348.00
Equity	
3005 Net Investment & Capital Assets	4,080,684.00
3100 Fund Balance	-4,245,994.34
3200 Retained Earnings	0.00
3850 Restricted for Capital Acquisition	8,341,632.00
3860 Restricted for Debt Service	3,036,233.00
3890 Restricted for Other Purposes	2,041,816.00
Net Income	-53,797.22
Total Equity	13,200,573.44
TOTAL LIABILITIES AND EQUITY	\$40,064,921.44

A/R Aging Summary-Supplemental Information

As of March 31, 2021

	Current	1 - 30	31 - 60	61 - 90	91 and over	Total
City of Edinburg	501,872.74					501,872.74
Dist. de Alemientos		1,400.00				1,400.00
Nu-Co Tool					127,633.60	127,633.60
Santana Textiles						
Santana 10		37,319.01	37,187.30	37,056.06	1,028,478.15	1,140,040.52
Santana 5		16,663.23	16,604.42	16,545.82	466,167.79	515,981.26
Santana Late Fees		4,337.43	4,337.43	4,337.43	132,821.70	145,833.99
Total Santana Textiles		58,319.67	58,129.15	57,939.31	1,627,467.64	1,801,855.77
TOTAL	\$501,872.74	\$59,719.67	\$58,129.15	\$57,939.31	\$1,755,101.24	\$2,432,762.11

Edinburg Economic Development Corporation

Meeting Date: April 27, 2021



Consider authorizing City Manager and Economic Development staff to negotiate and enter into an agreement with Coldwell Banker Commercial RGV for Real Estate Services pursuant to RFQ 2021-004.

1. **Agenda Item:**

Consider authorizing City Manager and Economic Development staff to negotiate and enter into an agreement with Coldwell Banker Commercial RGV for Real Estate Services pursuant to RFQ 2021-004.

2. **Description/Scope:**

The Economic Development Department solicited a Request for Qualifications (RFQ's) to seek professional real estate services on behalf of the City and the Edinburg Economic Development Corporation (EDC).

The RFQ Bid Opening date was March 22, 2021 at 3:00 PM. A total of three statement of qualifications were submitted including the following:

1. Coldwell Banker Commercial RGV - McAllen, TX
2. Hanna Solutions - McAllen, TX
3. Next Home RGV Realty - McAllen, TX

The Real Estate Services evaluation committee met on Wednesday, March 31, 2021 at 2:00 PM to rank and score the submissions.

The two highest ranking firms were invited to present to the committee: Coldwell Banker Commercial RGV (McAllen) and Hanna Solutions (McAllen) in no particular order. The presentations were Wednesday, April 21, 2021 at 2:00 PM.

The committee agreed on Coldwell Banker Commercial RGV as the final recommendation to present to the EDC Board for consideration and approval.

3. **Estimated Timeline:**

To be determined - final scope and timetable will be negotiated with the vendor.

4. **Budget:**

To be determined and negotiated with firm.

5. **Procurement/Selection Process:**

A Request for Qualifications was posted Friday, March 5, 2021.

The first publication date was Friday, March 5, 2021.

The second publication date was Friday, March 12, 2021.

The bid opening date was Monday, March 22, 2021.

The evaluation committee meeting was Wednesday, March 31, 2021.

Presentations to the committee were Wednesday, April 21, 2021.

6. Staff's Recommendation:

Staff recommends approval.

7. Justification:

Staff followed City purchasing policies and procedures to ensure the offer is made to a responsible offeror.

Blanca Davila
Director of Economic Development

ATTACHMENTS

Attachment A: RFQ 2021-004 Real Estate Services

Attachment B: Ranking and Scoring

Attachment C: Coldwell Banker Commercial RGV

Attachment D: Hanna Solutions

Attachment E: Next Home RGV Realty

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



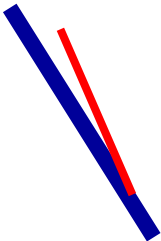
REQUEST FOR QUALIFICATIONS

REAL ESTATE SERVICES

RFQ # 2021-004

RFQ DUE DATE: 03/22/2021

RFQ DUE TIME: 3:00 pm



REQUEST FOR QUALIFICATIONS (RFQ)
FOR
RFQ #2021-004-REAL ESTATE SERVICES

PROCUREMENT INFORMATION

GENERAL

SCOPE OF SERVICES

CONTRACT

SUBMITTAL REQUIREMENTS

SELECTION PROCESS

ATTACHMENT – SAMPLE PROFESSIONAL SERVICES AGREEMENT

REQUEST FOR QUALIFICATIONS

The City of Edinburg is soliciting sealed Requests for Statement of Qualifications; hereinafter referred to as RFQ, to be received by the Executive Director's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

RFQ'S will be received until **3:00 p.m. Central Time**, on **Monday, March 22, 2021** shortly thereafter all submitted RFQ'S will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any RFQ received after the closing time will not be accepted and will be returned to the submitter unopened. It is the responsibility of the submitter to see that any RFQ submitted shall have sufficient time to be received by the City Secretary's Office prior to the RFQ opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the RFQ's. RFQ's will not be accepted by telephone or facsimile machine. All RFQ'S must bear original signatures and figures. The RFQ shall be for:

RFQ # 2021-004 Real Estate Services

Respondents receiving a "NOTICE TO RESPONDENTS" and/or "REQUEST FOR STATEMENT OF QUALIFICATIONS" notice in the mail or reading same in the newspaper are advised that the solicitation documents can be downloaded from the City of Edinburg web page address: www.cityofedinburg.com , or may obtain copies of same by contacting the office of: LORENA FUENTES, PURCHASING AGENT, LOCATED AT 415 W. UNIVERSITY DRIVE, EDINBURG, TX 78541 by calling (956) 388-1895 Ext. 8972 the following e-mail address: lfuentes@cityofedinburg.com

If you have any questions or require additional information regarding this RFQ, please contact Ms. Lorena Fuentes, Purchasing Agent, at (956) 388-1895 or at the following e-mail address: lfuentes@cityofedinburg.com

Hand Delivered RFQ'S:

415 W. University Drive
C/o Economic Development Department (2nd floor)

If using Land Courier (i.e.FedEx, UPS):

City of Edinburg
C/o Economic Development Department
415 W. University Drive
Edinburg, Texas 78541

If Mailing RFQ's:

City of Edinburg
C/o Economic Development Department
415 W. University Drive
Edinburg, Texas 78541

The City of Edinburg reserves the right to refuse and reject any or all RFQ's and to waive any or all formalities or technicalities and to accept the RFQ deemed most advantageous to the City, and hold the RFQ's for a period of **90** days without taking action.

RFQ's must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the envelope with corresponding RFQ number and title.

Please read your requirements thoroughly and be sure that the RFQ offered complies with all requirements/specifications noted. Any variation from the solicitation requirements/specifications must be clearly indicated by letter, on a point by point basis, attached to and made a part of your RFQ. If no exceptions are noted, and you are the successful respondent, it will be required that the service(s) be provided as specified.

PURPOSE

(1) The purpose of these solicitation documents is to execute a Professional Services Contract for:

RFQ #2021-004
Real Estate Services

INTENT

(2) The services to be provided under this RFQ shall be in accordance with and shall meet all specifications and/or requirements as shown in this solicitation for RFQ. There is no intention to disqualify any respondent who can meet the requirements.

SUBMITTAL OF RFQ

(3) RFQs shall be submitted in sealed envelopes as called referenced on the attached solicitation. Three (3) complete sets of the response One (1) original marked "**ORIGINAL**," one (1) **USB** with PDF File of response, **and** two (2) copies marked "**COPY**". RFQs submitted by facsimile (fax) or electronically shall **NOT** be accepted. Submittal of an RFQ in response to this solicitation constitutes an offer by the respondent. Once submitted, RFQ's become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any RFQ regardless of whether that respondent/firm is selected. Submission of a RFQ in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFQ, unless clearly and specifically noted in the RFQ submitted and confirmed in the contract between the City and the successful respondent otherwise. RFQs which do not comply with these requirements may be rejected at the option of the City. RFQs must be filed with the City of Edinburg EDC before the deadline day and hour. No late RFQs will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFQ requirements may be grounds for disqualification.

Hand Delivered RFQ'S:

415 W. University Drive
C/o Economic Development Department (2nd floor)

If using Land Courier (i.e.FedEx, UPS):

City of Edinburg
C/o Economic Development Department
415 W. University Drive
Edinburg, Texas 78541

If Mailing RFQ's:

City of Edinburg

C/o Economic Development Department
415 W. University Drive
Edinburg, Texas 78541

TIME ALLOWED FOR ACTION TAKEN

(4) The City of Edinburg may hold RFQ/s 90 days after deadline without taking action. Respondents are required to hold their RFQ/s firm for same period of time

RIGHT TO REJECT/AWARD

(5) The City of Edinburg reserves the right to reject any or all RFQs, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

ASSIGNMENT

(6) Respondents are advised that the City of Edinburg shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this RFQ in whole or in part, to a third party without the written approval of the City of Edinburg.

AWARD

(7) Respondents are advised that the City of Edinburg is soliciting RFQs and award shall be made to the respondent that in the opinion of the City of Edinburg is the best qualified.

NUMBER OF CONTRACTS

(8) The CITY of Edinburg reserves the right to award one, more than one, or no contract(s) in response to this RFQ.

STATUTORY REQUIREMENTS

(9) It shall be the responsibility of the successful respondent to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents.

ALTERATIONS/AMENDMENTS TO RFQ

(10) RFQ **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by respondent guaranteeing authenticity. No RFQ may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg Economic Development Corporation.

NO RESPONSE TO RFQ

(11) If unable to submit a RFQ, respondent should return inquiry giving reasons.

LIST OF EXCEPTIONS

(12) The respondent shall attach to his/her RFQ a list of any exceptions to the specifications/ requirements.

PAYMENT

(13) The City of Edinburg Economic Development Corporation will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been completed, introduced to the City, and found to meet City of

Edinburg specifications/requirements. No other method of payment will be considered.

SYNONYM

(14) Where in this solicitation package SERVICES is used, its meaning shall refer to the request for qualifications REAL ESTATE SERVICES as specified.

RESPONDENT'S EMPLOYEES

(15) Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of this Service Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

INDEMNIFICATION CLAUSE

(16) The Respondent agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

INTERPRETATIONS

(17) Any questions concerning the project and/or specifications/requirements with regards to this solicitation for statement(s) of qualifications shall be directed to the designated individuals as outlined in the RFQ. Such interpretations, which may affect the eventual outcome of this request for statements of qualifications, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda and Modifications".

VERBAL THREATS

(18) Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Respondent/Consultant on contract.

CONFIDENTIAL INFORMATION

(19) Any information deemed to be confidential by the respondent should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the respondent may not be considered confidential under Texas Law, or pursuant to a Court order.

PAST PERFORMANCE

(20) Respondent's past performance shall be taken into consideration in the evaluation of RFQ submittal.

JURISDICTION

(21) Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

RIGHT TO AUDIT

(22) The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of

this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

VENUE

(23) The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

CONFLICT OF INTEREST

(24) 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 visit the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

(25) 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 www.ethics.state.tx.us/forms/CIQ.pdf.

CONFIDENTIALITY OF INFORMATION AND SECURITY

(26) Should the successful respondent become the holder of and have access to confidential information in the process of fulfilling its responsibilities in connection with an awarded contract the successful respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City, and any applicable federal laws and regulations relating to confidentiality.

TERMINATION OF CONTRACT

(27) The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the

successful vendor's performance is not acceptable, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice.

RESPONSE DEADLINE

(28) Responses to the RFQ must be addressed to City of Edinburg Economic Development, 415 W. University Drive by **Monday, March 22, 2021 until 3:00 p.m.** for consideration. An (1) **original**, one (1) **USB** with PDF File of response, and two (2) complete sets of the response must be submitted no later than this date and time in a **sealed envelope** indicating that its contents are in response to the RFQ for **"Real Estate Services"**. **Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.**

Hand Delivered RFQ'S:

415 W. University Drive
C/o Economic Development Department (2nd floor)

If using Land Courier (i.e.FedEx, UPS):

City of Edinburg
C/o Economic Development Department
415 W. University Drive
Edinburg, Texas 78541

If Mailing RFQ's:

City of Edinburg
C/o Economic Development Department
415 W. University Drive
Edinburg, Texas 78541

ADDENDA AND MODIFICATIONS

(29) Any changes, additions, or clarifications to the RFQ are made by amendments (addenda). Any respondent in doubt as to the true meaning of any part of the RFQ or other documents may request an interpretation from the Purchasing Division. At the request of the respondent, or in the event the Purchasing Division deems the interpretation to be substantive, the interpretation will be made by written addendum. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective respondents. All Addenda issued in respect to this RFQ shall be considered official changes to the original documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the respondent's responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their RFQ Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. Addendums are available online at www.cityofedinburg.com.

RFQ PREPARATION COSTS

(30) The City of Edinburg shall not be held liable for any costs incurred by any respondent for work performed in the preparation of and production of a RFQ or for any work performed prior to execution of contract.

EQUAL EMPLOYMENT OPPORTUNITY

(31) Respondent agrees that they will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

AUTHORIZATION TO BIND RESPONDENT TO RFQ

(32) RFQs MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your RFQ. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent whether corporation, partnership, or individual, shall also be stated in the RFQ. A corporation shall execute the RFQ by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent shall give full names and addresses of all partners. All partners shall execute the RFQ. Partnership and Individual Respondent shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

BRAND OR MANUFACTURER REFERENCE

(33) Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type and style of product desired. Proposals on alternate brands will be considered if they meet specification requirements. If a bidder quotes on equipment other than the one(s) specified in the bid, sufficient specifications and descriptive (pictured literature) data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the product called for.

COOPERATIVE PRICING

(34) Bidders are advised that in addition to responding to our "local" solicitation for bids/Bids with Dealer pricing, vendors/contractors are encouraged to provide pricing on the below referenced items/products/services based on BuyBoard, TX-MAS, H-GAC and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas. If bidding other than or in addition to "dealer" pricing, kindly duplicate the bid forms for each bid being provided from a cooperative contract. Any and all applicable fees must be included. All cooperative pricing must be submitted on or before bid opening date and hour.

HB 89

(35) 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

Confidential Information Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly

GENERAL

The City of Edinburg's Economic Development Department is currently seeking statements of qualifications from real estate firms to provide full professional real estate services on behalf of the City and the Edinburg Economic Development Corporation (EDC). The term of the contract will be for one year, 05/01/2021-05/01/2022, with an annual renewal option thereafter.

The request is to provide the following services to the City and the EDC: management of real estate properties for acquisition, lease, or sale; strategic planning and counsel regarding the highest and best use of city or EDC-owned property; responding to inquiries about available properties in the city and appraisal report requests; consulting on legal issues pertaining to land use and real estate; and other related tasks as needed. Individual firms and teams of firms are encouraged to respond. However, if the City awards a contract to a team of professionals or firms, the City prefers to have one primary point of contact who can keep everybody on the vendor side organized and accountable for meeting deadlines.

SCOPE OF SERVICES

The scope of services includes, but is not necessarily limited to, the following tasks:

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

The selected firm or team of firms must possess all licenses or certifications required to successfully complete the tasks outlined in the scope of services. The team must have at least one licensed attorney qualified to advise the City and the EDC.

CONTRACT

A sample Professional Services Agreement is attached for review of all firms submitting their qualifications in response to this solicitation. Each firm must carefully review all sections and pay special attention to the indemnity and insurance portions of the agreement. Insurance requirements are included in the Agreement and they must be satisfied prior to the execution of the Agreement. Note that the City does not ordinarily allow modifications to the standard agreement.

TERMS

Given the City's need for ongoing advisory or consulting services under this agreement, the City is open to a variety of compensation terms. The City will seek to negotiate an agreement with the selected firm or team of firms that could include traditional commission-based payment on transactions, a monthly retainer for time not reflected in an executed property transaction (e.g., property research, responding to inquiries, etc.), or a combination of a monthly fee and commission. Respondents should include suggested terms as part of their submission to the City.

SUBMITTAL REQUIREMENTS

Real Estate Services Request for Qualifications (RFQ) is requested to be submitted to the **City Secretary's Office at 415 W. University Dr. Edinburg, Texas 78541 no later than 3:00 PM on March 22, 2021.**

The RFQ must be submitted according to the instructions outlined herein. Each response should include, at a minimum, the following items:

1. Transmittal letter – Indicate interest and commitment to perform services for the City of Edinburg, include contact information (physical address, telephone, fax, cell phone, and email address) for the primary person responsible for your RFQ who will be the point of contact for the City on all correspondence and communications pertaining to the RFQ. State whether any addendums to this RFQ have been received by your firm and whether consideration of their content has been included in your RFQ. The letter must be signed by an officer of the firm who is authorized to bind the firm to contract and shall contain a statement to this effect;
2. Firm Qualification and Experience – Discuss the firm's experience and history in performing Real Estate Services and project management services in a timely manner, particularly for other governmental agencies in the past five (5) years. Discuss the firm's uniqueness to best perform these services for the City. Identify the office location that will be providing the services and the approach to handling part-time staffing needs for smaller assignments.
3. Team Member Qualifications and Experience – Submit resumes summarizing qualifications and experience of project manager, key staff and any support staff likely to be assigned to the work.
4. References – Provide at least three references (names and current phone numbers) from recent work and List all past projects with the City of Edinburg for each proposed team member. Include a brief description of the projects associated with the reference, and the role of the individual.
5. Insurance - Provide information on the types and amounts of insurance carried by the PSP, including General Liability, Auto Coverage, Worker's Compensation, and Professional Liability Coverage. A list of any insurance claims against the firm within the past 5 years.
6. Professional Services Agreement – Provide a statement that the Professional Services Agreement has been read, that the firm will meet the prerequisite insurance requirements, and the firm, if selected, agrees to enter in to such agreement.
7. Contact Information – Each firm must submit two (2) different contact information (Name, Title, Address, Phone Number, Mobile Number, and Email Address).
8. Presentation – Each firm must submit three (3), one (1) original and two (2) bound copies of the RFQ. In addition, a USB with a PDF file of response must be provided.
9. Local Presences - A statement addressing the firm's established presence in the City of Edinburg or the surrounding area (within a 25 mile radius); which allows for immediate support of the needs of the Department and its programs.

SELECTION PROCESS

Evaluation will include confirmation by City Staff that respondents have the required registration, license, insurance or expertise to render requested services. The evaluation process is not intended to select one best qualified provider but rather shall include several similarly qualified providers that will be placed on a pre-qualified list.

The selection Committee shall screen and rate all of the respondents that are submitted. Selection ratings will be based on 100-point scale rating and shall be based on the following criteria.

a.	Overall Qualification of Team	40 points
b.	Previous Experience with City	5 points
c.	Ability to meet Schedules and Deadlines	30 points
d.	Stability and References	15 points
e.	Presentation	5 points
f.	Local Presences	5 points

The City may select one (1) or more firms to provide services based on this evaluation. This process will result in the selection of a firm or firms to provide services. The City reserves the right to reject any and all RFQ's for any reason whatsoever. The City may waive informalities or irregularities in the RFQ's received where such is merely a matter of form and not substance, and the correction or waiver thereof is deemed by the City not prejudicial to other RFQ's.

After the selection of the most qualified firm(s), scope of services and billing rates will be negotiated and used as attachments to the City's Professional Services Agreement. This Agreement will then be submitted to the City Council for approval. If the City and the selected firm cannot successfully negotiate an agreement, then the City will enter into negotiations with the next best qualified firm on the evaluation rating list. This procedure may be repeated until one (1) or more firms has been selected and approved by the City Council.

The City currently anticipates conducting the selection process proceeding in accordance with the following list of milestones. This schedule is subject to revision and the City reserves the right to modify this schedule as necessary, in its sole discretion.

RFQ Issued	March 5, 2021
Publish RFQ	March 5 & March 12, 2021
RFQ Submission Deadline (Post Marked or Delivered)	March 22, 2021 by 3:00pm.
Review	March 22 – 26, 2021
City Council Selects Firm(s)	April 6, 2021

CITY CONTACT

If you have any questions or require additional information regarding this RFQ, please contact Ms. Lorena Fuentes, Purchasing Agent, at (956) 388-1895 or at the following e-mail address: lfuentes@cityofedinburg.com .

Responses to the RFQ must be addressed to the City Secretary's Office, City of Edinburg, and received at City Hall, at 415 W. University Drive, Edinburg, Texas 78541 by **March 22, 2021 and no later than 3:00 pm**. Three (3) complete sets of the response no larger than 30 bound pages must be submitted no later than this date and time. In addition, a USB with a PDF file of response must be provided. The RFQ is to be placed in a sealed

envelope indicating that its contents is in response to the Request for Qualifications for the **REAL ESTATE SERVICES**.

STATE OF TEXAS	§	AGREEMENT BETWEEN THE CITY
COUNTY OF HIDALGO	§	OF EDINBURG, THE ECONOMIC
EDC OF EDINBURG	§	DEVELOPMENT CORPORATION,
		AND [VENDOR] FOR REAL ESTATE
		TRANSACTION SERVICES
		PURSUANT TO RFQ NO. 2021-004

The Edinburg Economic Development Corporation, Hidalgo County, Texas; the City of Edinburg, Hidalgo County, Texas, a municipal corporation, (collectively referred to as “EDC”); and [NAME OF COMPANY] (hereinafter called “**Consultant**”), are the parties to this Agreement.

RECITALS

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

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

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

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

SECTION I **EMPLOYMENT OF CONSULTANT**

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

SECTION II **SERVICES OF CONSULTANT**

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

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

in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION III **RESPONSIBILITY OF THE EDC**

- A. EDC will facilitate Consultant's work with the following tasks:
1. Provide Consultant with its requirements for the Services.
 2. Assist Consultant by providing information reasonably available to the EDC and pertinent to the Services.
 3. Facilitate access to and make provisions for Consultant to enter upon public property as reasonably required for Consultant to perform its Services.
 4. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services of the Consultant.
 5. Give prompt written notice to Consultant whenever EDC observes or otherwise becomes aware of any defect in Services.

SECTION IV **RESPONSIBILITIES OF CONSULTANT**

- A. Consultant shall perform the Services described in **Exhibits "A"**.
- B. Consultant shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, plans, information, and other items and Services furnished under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the Services. If Consultant fails to meet applicable professional standards, Consultant shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the EDC.
- C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of Services furnished by Consultant under this Agreement. Consultant shall keep the EDC informed of the Services performed under this Agreement. In connection with the performance of the Services by Consultant, Consultant agrees to promptly and fully disclose to EDC any information regarding the Services as EDC may request.

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

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

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

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

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

SECTION V

PAYMENT AND FEES

A. [FEES TO BE PROPOSED BY BIDDER AND AGREED TO WITH EDC]

B. Consultant shall submit all invoices to EDC in the manner specified herein. Except as specifically authorized by EDC in writing, Consultant shall not bill EDC for duplicate services performed by more than one person. Consultant and EDC acknowledge and agree that compensation paid by EDC to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. EDC therefore has no responsibility for such contributions beyond compensation required under this Agreement.

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

a. Claims have been made against EDC based on Consultant's conduct in the performance or furnishing of Services, or EDC has incurred costs, losses, or damages resulting from Consultant's conduct in the performance or furnishing of

Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non-compliance with Laws and Regulations;

- b. Consultant has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with Services and related work;
- c. Consultant has failed to provide and maintain required insurance;
- d. Any Services are defective, requiring correction or replacement;
- e. EDC has been required to correct defective Services or has accepted defective Services;
- f. Liens have been filed in connection with the Services; or
- g. Other items entitle EDC to a set-off against the payment amount.

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

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

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

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

H. The EDC may, at any time, request Consultant to make changes within the scope of the Services or to perform extra work. If any request by the EDC for a change or extra work causes an increase or decrease in the cost or the time required for performance of the work, or any change to this Agreement, Consultant shall, within

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

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

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

SECTION VI

TERM OF AGREEMENT

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

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

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

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

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

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

SECTION VII

MINIMUM INSURANCE REQUIREMENTS

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

- A. Workers Compensation
In accordance with State statute.
- B. Comprehensive General Liability
 - 1. Bodily Injury
 - \$250,000 each person
 - \$500,000 each occurrence
 - 2. Property Damage
 - \$100,000 each occurrence
 - \$100,000 each aggregate

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

or \$500,000 combined single limits
- D. EDC's Protective Liability

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

or \$500,000 combined single limits

E. Professional Liability

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

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

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

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

I. Consultant hereby agrees as follows:

1. To punctually pay or cause to be paid all premiums and other sums payable under each insurance policy required to be obtained, kept, and maintained pursuant to this Lease;
2. To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;
3. To ensure that all Casualty Proceeds are paid to the Party entitled to receive same;

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

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

SECTION VIII

ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

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

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

SECTION IX

CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

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

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

SECTION X

INDEMNIFICATION

A. To the maximum extent allowed by law, Consultant agrees to and shall indemnify, hold harmless, and defend EDC, its officers, agents, and employees from any all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees for injury to or death to any person or for damage to any property, arising out of or directly connected with the negligent or willful conduct of Consultant, its agents, officers and employees, carried out in furtherance of this Agreement.

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

SECTION XI

LIMITATION OF LIABILITY

A. Consultant agrees to limit the EDC's liability arising from EDC's acts, errors, or omissions such that the total liability of EDC shall not exceed Consultant's total fees paid by the EDC to Consultant for the Services rendered pursuant to the Task Order which is the subject matter of the claim. Consultant agrees that EDC will not be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement, Consultant's performance of Services, or of any other obligations relating to this Agreement, even if EDC has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of EDC's liability, regardless of the cause of action under which such damages are sought.

SECTION XII

AGREEMENT CONSTRUCTION

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

SECTION XIII

NO PENDING LITIGATION

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

SECTION XIV **SEVERABILITY**

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

SECTION XV **NOTICE**

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

(a) Notices to the EDC:

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

With a copy to:

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

(b) Notices to Consultant:

1201 E. Interstate Hwy 2

Mission, Texas 78572
Attn.: Jesse Salinas

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

SECTION XVI **NON-APPROPRIATIONS**

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

B. If the EDC cannot appropriate sufficient funding, then either party has the right to terminate the Agreement by providing ten (10) days' written notice to the other party.

SECTION XVII **SUCCESSORS AND ASSIGNS**

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

SECTION XIX **CONFLICT OF TERMS**

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

SECTION XX **NO WAIVERS OR ACCORD AND SATISFACTION**

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

B. No failure or delay of any Party, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the strict performance by the other Party of such other Party's covenants, obligations, or agreements under this Lease, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to

enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of a defaulting Party and the rights and remedies of the other Party upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

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

EXECUTED by the parties in triplicate originals on this ____ day of _____, 2021.

EDC OF EDINBURG:

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

ATTEST:

BY: _____
Myra L. Ayala, EDC Secretary

APPROVED AS TO FORM:

Omar Ochoa Law Firm, P.C.

BY: _____
Omar Ochoa, EDC Attorney

[COMPANY NAME]

BY: _____

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

**EXHIBIT “A” TO AGREEMENT BETWEEN THE CITY OF EDINBURG, THE
ECONOMIC DEVELOPMENT CORPORATION, AND [VENDOR] FOR REAL ESTATE
TRANSACTION SERVICES PURSUANT TO RFQ NO. 2021-004**

**EXHIBIT "B" TO BETWEEN THE CITY OF EDINBURG, THE ECONOMIC
DEVELOPMENT CORPORATION, AND [VENDOR] FOR REAL ESTATE
TRANSACTION SERVICES PURSUANT TO RFQ NO. 2021-004**

RFQ # 2021-004
Real Estate Services
Wednesday, March 31, 2021

REQUEST FOR QUALIFICATIONS (RFQ)		TOTALS
1	Coldwell Banker Commercial	89.6
2	Hanna Solutions	88.8
3	Next Home RGV Realty	81.2

On March 31, 2021, the evaluation committee met to discuss final ranking for the Real Estate Services RFQ 2021-004.

On April 21, 2021, the evaluation committee decided on the final recommendation to be Coldwell Banker Commercial RGV.

Evaluation Committee Members:

Hiren Govind (EEDC Board President), Veronica Gonzalez (EEDC Board Director),
Tom Reyna (COE ACM), Mardoqueo Hinojosa (COE Engineering Director),
Blanca Davila (COE Economic Development Director)

Economic Development

RFQ 2021 – 004 Real Estate Services

Checklist



Submittal Requirements Coldwell Banker Commercial RGV	Check to indicate document is attached to Submittal.
Submitted RFQ by 3:00 PM on March 22, 2021.	
Three (3) complete sets of the response One (1) original marked “ORIGINAL,” one (1) USB with PDF File of response, and two (2) copies marked “COPY.”	
Transmittal letter - Indicate interest and commitment to perform services for the City of Edinburg, include contact information (physical address, telephone, fax, cell phone, and email address) for the primary person responsible for your RFQ who will be the point of contact for the City on all correspondence and communications pertaining to the RFQ.	
Firm Qualification and Experience - Discuss the firm’s experience and history in performing Real Estate Professional Services.	
Team Member Qualifications and Experience - Submit resumes summarizing qualifications for the team.	
References - Provide at least three references. Include a description of the project associate with each reference mentioned and the role of the individual. List any past projects with the City of Edinburg.	
Insurance - Provide information on the types and amounts of insurance carried by the PSP, including General Liability, Auto Coverage, Worker’ Compensation, and Professional Liability Coverage.	
Professional Services Agreement - Provide a statement that the Professional Services Agreement has been read, that the firm will meet the prerequisite insurance requirements, and the firm, if selected, agrees to enter into such agreement.	
Contact Information - Each firm must submit two (2) different contact information (Name, Title, Address, Phone Number, Mobile Number, and Email Address).	
Presentation - Three complete sets of the response. One (1) original, two (2) copies, and one (1) USB.	
Local Presence - Statement addressing the firm’s established presence in the City of Edinburg or the surrounding areas (25 miles radius).	

Request for Qualifications

Real Estate Services

RFQ #2021-004

Due Date – March 22, 2021 - 3:00 PM



Transmittal Letter

March 18, 2021

To Whom it May Concern,

Please let this letter serve as Coldwell Banker Commercial Rio Grande Valley's expression of interest in fulfilling the requirements set forth in RFQ #2021-004.

The Company's primary address is:

508 E. Dove Avenue

McAllen, Texas 78504

956-631-1322

The Company's Primary Contact is Daniel Galvan and his direct cell phone is 956-451-2983.

At this time, we have not received any addendums to this RFQ, but we will gladly consider any addendums that are required. Please don't hesitate to reach out to us any time with questions or concerns.

Respectfully,



Daniel J. Galvan, SIOR, CCIM

Principal Broker

Coldwell Banker Commercial

Firm Qualifications & Experience

Mission Statement:

At Coldwell Banker Commercial Rio Grande Valley, we strive to provide clients with the highest quality of real estate services while maintaining unquestionable integrity. We accomplish this by having a team of experienced real estate professionals with unparalleled market and industry knowledge, and who bring unquestionable ethics to each and every transaction.

Corporate:

A leader in the commercial real estate industry, Coldwell Banker Commercial was established in 1906, in California. For 100 years, Coldwell Banker Commercial has maintained its vision of providing honest and exceptional service to its clients, while also maintaining a prominence as one of the true leaders in the industry.

Today, the Coldwell Banker Commercial network of Brokers can be found in over 30 countries on six continents, providing Coldwell Banker Commercial with a geographic footprint larger than that of any other commercial real estate organization. This allows Coldwell Banker Commercial Rio Grande Valley to tap a customer base that reaches across North America and beyond. It also helps establish the company's unparalleled record of success in the real estate industry. Coldwell Banker Commercial specializes in Acquisition/Disposition Services, Valuation Services, Consulting, Feasibility Studies, Landlord/Tenant Representation, Lease Administration, Lease & Lease/Own Analysis, Market Surveys & Analysis, Project and Property Management, Relocation Services, and Distressed Asset & REO Services.

Coldwell Banker Commercial Rio Grande Valley

With a local presence of over 30 years, La Mansion Real Estate was established in 1989 as a local, boutique, real estate firm. In 2000, the company franchised with Coldwell Banker, and in 2008, franchised with Coldwell Banker Commercial, officially launching the company's Commercial Division.

Coldwell Banker Commercial Rio Grande Valley's primary goal is to provide each and every client with the highest quality of real estate services in the market. We achieve this by having a team of experienced, bilingual, real estate professionals with unparalleled market and industry knowledge as well as over 100 years of experience between them. Each Associate brings unquestionable ethics and integrity to each and every transaction, providing a track record of unmatched results in the Region.

Coldwell Banker Commercial Rio Grande Valley is a full-service Real Estate Firm that specializes in Retail, Office, Industrial, Land, and Investment properties. The Company also has extensive Property Management, Development, and Consulting Divisions. Its affiliations with The CCIM (Certified Commercial Investment Member) Institute, The Society of Industrial and Office Realtors (SIOR) and International Council of Shopping Centers (ICSC) provide Coldwell Banker Commercial Rio Grande Valley a network that is unmatched regionally.

Coldwell Banker Commercial Rio Grande Valley (CBC RGV) also prides itself on its hands-on technique to obtaining results while at the same time, utilizing unmatched, technological resources to pinpoint and identify opportunities in the marketplace. Its platform allows CBC RGV to cover significantly more

ground than traditional real estate firms and allows it to take on projects of larger size and scale without jeopardizing the quality of the services offered. The company's relationships with municipalities, affiliates, and Economic Development Corporations are also a driving force behind its success and allow its clients and prospects to enjoy capabilities that other firms cannot offer.

Its primary place of business is located at 508 E. Dove Avenue in McAllen, Texas, however CBC RGV prides itself on being able to service all of South Texas stretching from Laredo to Corpus.

Other Governmental Agencies that CBC RGV has worked with:

The United States Census Bureau

Texas State Comptroller

Work Force Solutions

Food & Drug Administration

McAllen Independent School District

Harlingen Consolidated Independent School District

Mission Economic Development Corporation

Mission Independent School District

Team (Office) Roster:

Daniel J. Galvan, SIOR, CCIM – Principal Broker

Elizabeth Garza – Managing Broker

R. David Guerra – Senior Associate

Juan Pena, CCIM – Senior Associate

Julissa Trevino – Senior Associate

Michael Pacheco – Senior Associate

Marcos Moran – Senior Associate

Andrew Brittingham, CCIM – Senior Associate

Cynthia Mora – Director of Research

Crystal Salinas – Director of Marketing

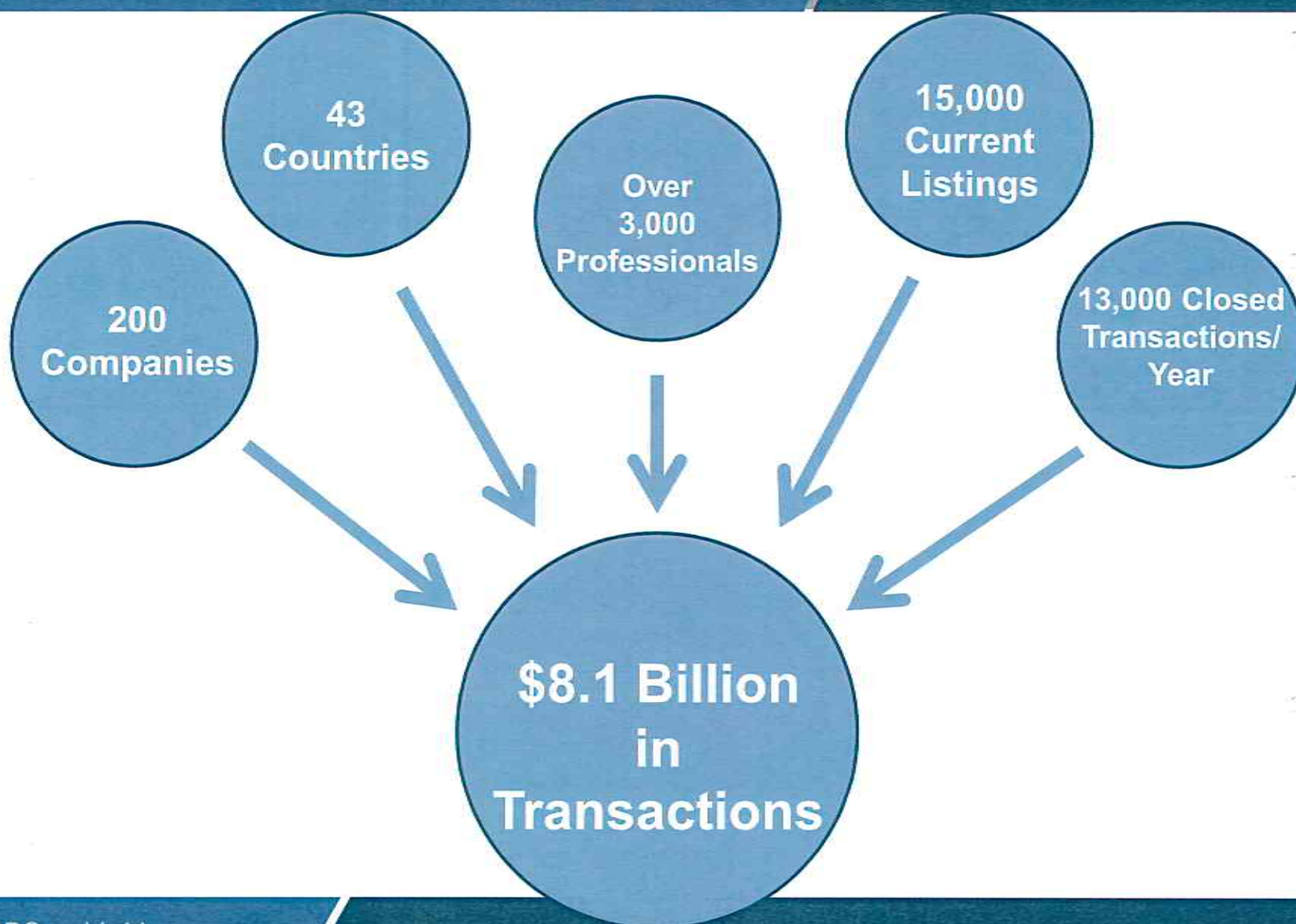
Leonor Perez – Director of Property Management



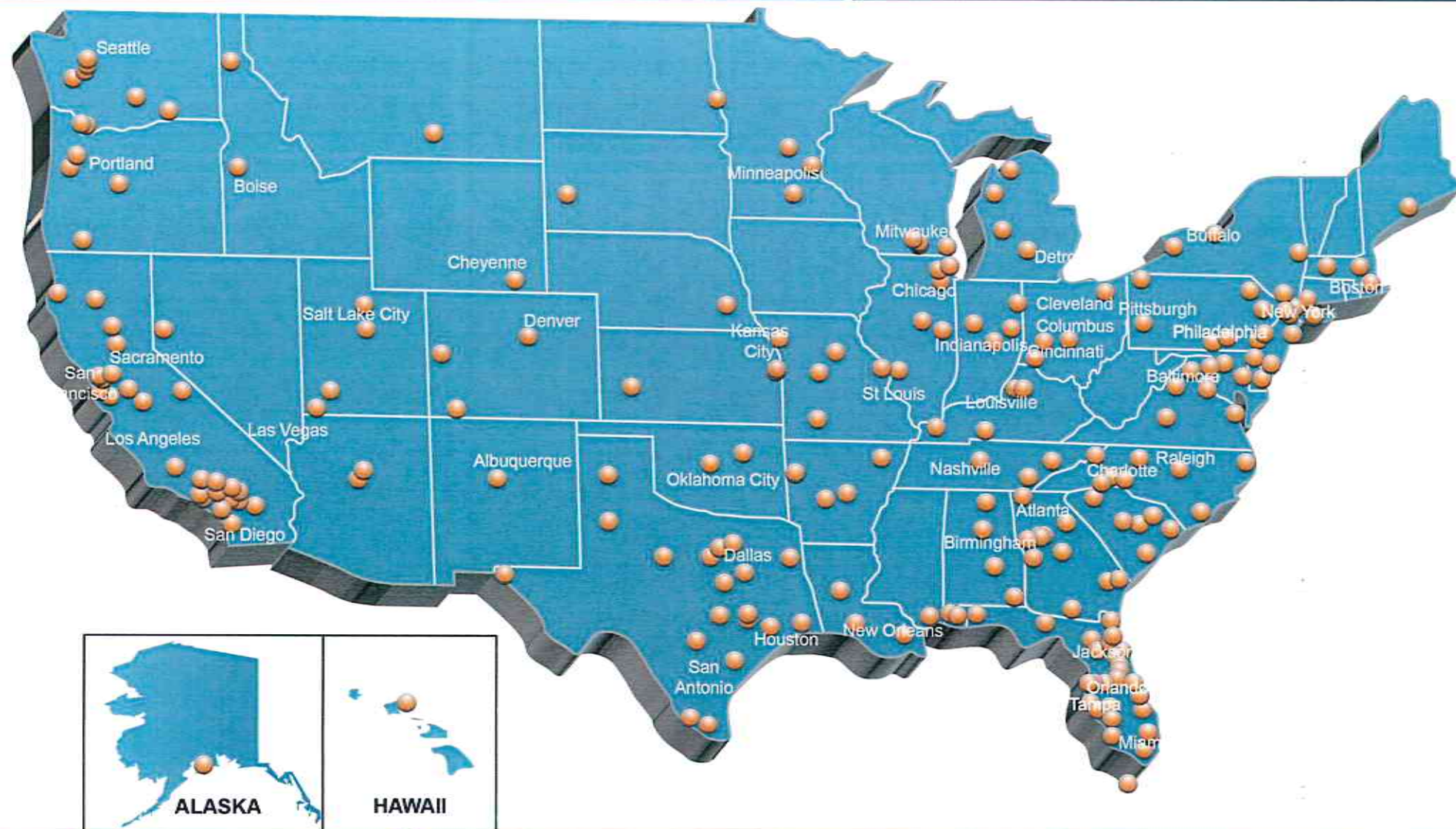
Coldwell Banker Commercial
Rio Grande Valley

Brokerage – Leasing – Development –
Property Management

About CBC



U.S. Locations



International Footprint



Clients





Industry Recognition

CBC ranks in the Top 25 Commercial Real Estate Brands

The CBC organization has more CCIM, SIOR and NAR Commercial members than any other commercial real estate organization.

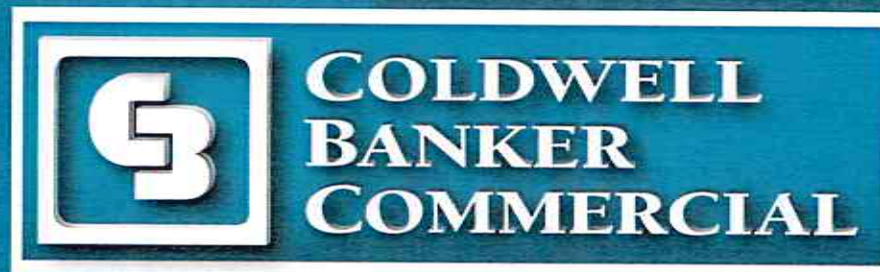
National Real Estate Investor ranked CBC in its "Best of the Best" top national brokerage list.

CBC Rio Grande Valley has been named a Power Broker by The Costar Group.



International Council
of Shopping Centers





Daniel Galvan, SIOR, CCIM

Principal Broker

dgalvan@cbcworldwide.com

O: 956-631-1322

C: 956-451-2983

Daniel Javier Galvan, SIOR, CCIM

133 Bluebird Avenue
McAllen, TX 78504

(956)451-2983
dgalvan@cbcworldwide.com

Texas Real Estate Broker #0561680

PROFILE A seasoned real estate professional with extensive experience in Development, Project Leasing, Asset Management, Property Management, and acquisition/disposition services.

- Twelve years of strong commercial, investment real estate practice in The Rio Grande Valley
- Bachelor's Degree in Business Finance from The University of Texas at San Antonio
- Extensive Commercial & Investment Real Estate Training and Continuing Education
- A firm understanding of Project Leasing, Site Selection, Property Management, Development and Economic Development
- Involved in Local, Regional, National, and International Organizations

EMPLOYMENT

2008 – Present **Principal Broker / Owner** - Coldwell Banker Commercial Rio Grande Valley

Coldwell Banker Commercial, located in 32 countries, is one of the Global leaders in the commercial real estate industry. CBC Rio Grande Valley has been serving the Rio Grande Valley area since 1989. In 2000, the company franchised with Coldwell Banker, and in 2008, with Coldwell Banker Commercial. Both are subsidiaries of The Realogy Corporation. Coldwell Banker Commercial Rio Grande Valley is a full-service Real Estate Firm serving the Rio Grande Valley, Laredo, and all South Texas.

- Act as a real estate transaction manager and oversee approximately 8 Agents/Associate Brokers with approximately 250 real estate transactions annually.
- Engage in the acquisition and disposition of commercial and investment real estate, as well as engage in Tenant and Landlord representation leading to approximately \$100,000,000.00 in sales/lease volume annually.
- Serve as one of the largest Landlord Representatives in the Rio Grande Valley while managing a leasing portfolio of approximately 5,000,000 square feet of leasable space across South Texas.
- Work with property types including but not limited to retail, medical, and office space, industrial facilities, land, multi-family properties, and other commercial/investment real estate across the Rio Grande Valley and South Texas.
- On a regular basis, train new Agents and Brokers as to provide them with knowledge of the industry, ultimately leading to higher production and efficiency.
- Conduct feasibility studies and perform site analysis leading to the development and/or acquisition/leasing of approximately 100 acres per year.
- Act as Lead Property Manager for approximately 300,000 square feet of lease space across South Texas.

- Receive Buyer/Tenant representation assignments from Corporations such as Circle K Stores, Inc., Molina Health Care of Texas, New York Life, Denny's Corporation, Popeye's Louisiana Kitchen, UFC Gym, Bluewave Express Carwash, Farmers Insurance Exchange, Domino's, Orange Theory Fitness, Tractor Supply, Jersey Mikes Subs, and many others contributing to substantial, economic development.
- Work with numerous Banks, Private Lenders, and other Financial Institutions, ultimately leading to the disposition of approximately \$1,000,000 in foreclosed assets annually.

Key Achievements

- 2008 Coldwell Banker Commercial's "Rookie of the Year"
- CCIM Designation - 2009
- Multi-Million Dollar Producer – 2008 through 2020
- Completion of Coldwell Banker Commercial's Emerging Broker Training – 2008
- Coldwell Banker Commercial's Circle of Distinction – 2012 - 2020
- Real Estate Forum's Top 50 Under 40 in Commercial Real Estate – 2018
- Costar Power Broker (Retail) – 2018, 2019, 2020
- Costar Power Broker (Office) – 2018, 2019, 2020
- SIOR Designation - 2020

2006 – 2007 **Office Administrator / Realtor** - Coldwell Banker La Mansion Real Estate

- Received Texas Real Estate License in 2006.
- Recruited and grew the company from 15 to approximately 25 agents ultimately leading to a higher Gross Commission Income, while simultaneously growing the Commercial Real Estate Division.
- Took charge of the other administrative duties pertaining to the everyday operation of the business (payroll, invoicing, marketing, book keeping, etc).
- Trained new Agents/Brokers as to provide knowledge about the industry, ultimately leading to higher production.

Key Achievements

- Multi Million Dollar Producer – 2007
- Initiated the acquisition of the Coldwell Banker Commercial Franchise – 2008

EDUCATION

Bachelors Degree in Business Finance – The University of Texas at San Antonio, 2006
 Completion and passing of the Texas Real Estate Brokers Exam
 CCIM Institute (over 200 hours)
 Completion of Coldwell Banker Commercial's Emerging Broker Training, 2008

TECHNOLOGY SUMMARY

- Microsoft Office
- QuickBooks
- Photoshop
- Adobe

KEY SKILLS

- Bi-Lingual – English/Spanish
- Transaction Management
- Spread Sheets/Financial Analysis
- Organizational Leadership
- Management and book-keeping
- Fluency in reading construction docs

VOLUNTEER WORK

- McAllen South Rotary Club – Past President
- Palm Valley Animal Center – Board of Directors (2013 – 2018)
- Evins Regional Juvenile Detention Center – Youth Mentor
- Our Lady of Sorrows Catholic Church – Parish Council
- The Catholic Diocese of Brownsville – Real Estate Advisory Board (2019-Present)

AFFILIATIONS

- Coldwell Banker Commercial's Circle of Distinction
- Society of Industrial & Office Realtors – 2020 - Present
- McAllen South Rotary Club – 2012 – Present
- Leadership McAllen Class 29 – 2009
- National Hispanic Professionals Organization – 2009 – 2011
- CCIM Institute – 2008 - Present
- International Council of Shopping Centers (ICSC) – 2006 – Present
- Young Executives for Success – 2007-2009
- Greater McAllen Association of Realtors – 2006 - Present
- Texas Association of Realtors – 2006 – Present
- National Association of Realtors – 2006 - Present
- Kappa Sigma Alumni Association – 2006 - Present
- Kappa Sigma Fraternity – 2003 – 2006

References

1. Paul Rodriguez – CEO – Valley Land Title Company – 956-655-1406

We have closed several real estate transactions at Valley Land Title Company and regularly do business with them.

2. Byron Lewis – CEO – Edwards Abstract & Title Company – 956-369-2088

We have closed several real estate transactions at Edwards Abstract & Title Company and regularly do business with them.

3. Raudel Garza – Director – Harlingen Economic Development Corporation – 956-533-7700

We currently work with The Harlingen EDC on multiple projects that we represent in The Harlingen Area.

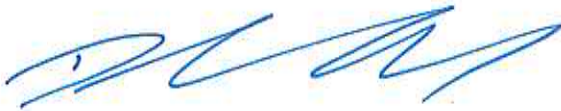
Professional Services Agreement

March 18, 2021

To Whom it May Concern,

Please let this letter serve as notice The Professional Services Agreement has been read. CBC Rio Grande Valley will meet any and all insurance requirements necessary and agrees to enter into a Professional Services Agreement,

Respectfully,



Daniel J. Galvan, SIOR, CCIM

Principal Broker

Coldwell Banker Commercial

Company Contact Information

Daniel J. Galvan, SIOR, CCIM

Principal Broker

508 E. Dove

McAllen, TX 78504

956-451-2983

dgalvan@cbcworldwide.com

Elizabeth Garza

Managing Broker

508 E. Dove

McAllen, TX 78504

956-648-0640

bgarza@bgarza.net

Local Presences

March 18, 2021

To Whom it May Concern,

Please let this letter serve as an assurance that with a primary place of business located at 508 E. Dove Avenue in McAllen, Texas, Coldwell Banker Commercial Rio Grande Valley has an established presence in South Texas. This presence will permit CBC RGV to immediately and conveniently support the needs and requirements of The City of Edinburg and its Economic Development Corporation.

Respectfully,



Daniel J. Galvan, SIOR, CCIM

Principal Broker

Coldwell Banker Commercial

CBC Plan of Action

1. **Signage** – Signage will generate phone calls and inquiries about the available properties.
2. **MLS** – Our Multiple Listing Service will allow us to reach the local market and work with Brokers who may not know about the project otherwise. Or MLS currently has about 900 subscribing Brokers.
3. **Loopnet/CoStar** – Websites will provide extensive Internet exposure through various channels. CBC Rio Grande Valley annually is named a Costar Power Broker.
4. **CCIM Institute**- CCIM is part of a global commercial real estate network with members across North America and more than 30 countries. CCIM includes brokers, leasing professionals, investment counselors, asset managers, appraisers, corporate real estate executives, property managers, developers, institutional investors, commercial lenders and attorneys. CCIM's REDEX will allow us to extend our internet presence significantly beyond Loopnet and CoStar.
5. **CBC Network** - With a collaborative network of independently owned and operated affiliates, the Coldwell Banker Commercial organization comprises almost 200 companies and more than 4,000 professionals throughout the U.S., as well as internationally. CBC's Intranet (CBC Blueprint), will allow us to use resources that are unmatched in the real estate industry.
6. **Global Client Solutions** - Global Client Solutions (GCS) is a Business Development Team for Realty and the CBC organization that acts as the centralized resource to source, secure, support and sustain long-term business and relationships. When we pursue a prospect with National or International Credit, The Global Client Solutions Team can assist with and facilitate meetings, presentations, and proposals.
7. **Tenant Relocation** – Market knowledge pertaining to possible relocations and lease expirations will be a large part of our strategy.
8. **Print Advertisement** – Our participation with The Real Estate Book will allow exposure locally to its readers.
9. **Social Media / Web** – We will make people aware of the space using our web and social media platforms such as our website, Facebook, Linked In, and Blogs.
10. **Prospecting** – We will be going out into the marketplace looking for people who may be a fit for the space, regardless of use.
11. **International Council of Shopping Centers** - The purpose of The International Council of Shopping Centers (ICSC) is to advance the shopping center industry as a whole. By conducting meetings and programs that are designed to promote the exchange of ideas among members, they also facilitate the conduct of their business with regards to development, leasing, and property management.
12. **Retail Lease Track** – Retail Lease Track serves as an invaluable resource to our firm and allows us access to Real Estate Professionals who have exclusive relationships with retailers, restaurant operators, and other end users.
13. **SIOR** – The Society of Industrial and Office Realtors allows us an avenue to target specifically Office and Industrial prospects. This applies more than ever in a time with uncertainty in the retail sector.

From: [Daniel Galvan](#)
To: [Blanca Davila](#)
Cc: [Nidian Elizondo](#); [Brian Kelsey](#)
Subject: Re: Economic Development RFQ 2021-004 Real Estate Services
Date: Thursday, March 25, 2021 11:07:48 PM
Attachments: [image003.png](#)

Hi Blanca,

Thank you so much for reaching out, and my sincerest apologies for the omission. Our negotiable fee structure typically starts as follows:

Sales Transactions

For Seller Representation, 6% of the Purchase Price payable at closing and funding when there are two Real Estate Firms involved. The fee will be split equally between CBC and the Buyers Agent.

No charge when the assignment is Buyer Representation.

3% for Seller Representation when there is no Buyers Agent.

Lease Transactions

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

No charge when the assignment is Tenant Representation.

4% for Landlord Representation when there is no Tenant Representative.

Property Management - case by case

Valuation and Research - No Charge

Feasibility Studies - \$2,500

Please let me know if you need anything else from us.

Thank you again!

All the best,

Daniel Galvan, SIOR, CCIM
Principal
Coldwell Banker Commercial
Rio Grande Valley
956.451.2983

**** Please excuse typos, this email was sent from my iPhone ****

Economic Development

RFQ 2021 – 004 Real Estate Services

Checklist



Submittal Requirements Hanna Solutions	Check to indicate document is attached to Submittal.
Submitted RFQ by 3:00 PM on March 22, 2021.	
Three (3) complete sets of the response One (1) original marked “ORIGINAL,” one (1) USB with PDF File of response, and two (2) copies marked “COPY.”	
Transmittal letter - Indicate interest and commitment to perform services for the City of Edinburg, include contact information (physical address, telephone, fax, cell phone, and email address) for the primary person responsible for your RFQ who will be the point of contact for the City on all correspondence and communications pertaining to the RFQ.	
Firm Qualification and Experience - Discuss the firm’s experience and history in performing Real Estate Professional Services.	
Team Member Qualifications and Experience - Submit resumes summarizing qualifications for the team.	
References - Provide at least three references. Include a description of the project associate with each reference mentioned and the role of the individual. List any past projects with the City of Edinburg.	
Insurance - Provide information on the types and amounts of insurance carried by the PSP, including General Liability, Auto Coverage, Worker’s Compensation, and Professional Liability Coverage.	
Professional Services Agreement - Provide a statement that the Professional Services Agreement has been read, that the firm will meet the prerequisite insurance requirements, and the firm, if selected, agrees to enter into such agreement.	
Contact Information - Each firm must submit two (2) different contact information (Name, Title, Address, Phone Number, Mobile Number, and Email Address).	
Presentation - Three complete sets of the response. One (1) original, two (2) copies, and one (1) USB.	
Local Presence - Statement addressing the firm’s established presence in the City of Edinburg or the surrounding areas (25 miles radius).	

MARCH 2021

An aerial photograph of a city street, likely Edinburg, Texas, showing a large-scale construction project. Two yellow tower cranes are visible, one on the left and one on the right, both positioned over a large, multi-story building under construction. The surrounding area includes various commercial buildings, parking lots, and streets. The text "STATEMENT OF QUALIFICATIONS (ORIGINAL)" is overlaid in large, white, bold, sans-serif capital letters across the center of the image.

**STATEMENT OF QUALIFICATIONS
(ORIGINAL)**

PREPARED BY



PREPARED FOR



March 15, 2021
Ms. Lorena Fuentes
City of Edinburg - Economic Development Department
415 W. University Drive
Edinburg, Texas 78541

Dear Ms. Fuentes:

As you know, the Edinburg Economic Development Corporation is a crucial component to the overall health and growth of the City of Edinburg. As such, it is not only our privilege, but also our duty to submit the attached proposal.

Edinburg is growing rapidly and Hanna Solutions is thrilled to have the opportunity to partner with the EDC in order to attract new businesses, talent, and innovators to our area. It is our conviction that by working together we can help businesses grow, put more of Edinburg's labor force to work, and in turn, create a more vibrant community.

If you should need any additional information as you consider your options, please do not hesitate to reach out. We are excited to share our passion for economic development with the Edinburg EDC and look forward to the opportunity to work as your partner to achieve massive success together.

At your service,

Mark Hanna
Hanna Solutions
611N McColl Rd STE E | McAllen, TX 78501
(956) 821-8001 | mark@hanna.solutions

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8-10:	<i>TEAM MEMBERS</i>
11-12:	<i>REFERENCES</i>
13:	<i>INSURANCE</i>
14:	<i>PROFESSIONAL SERVICES AGRMT</i>
15:	<i>CONTACT INFORMATION</i>
16:	<i>LOCAL PRESENCE</i>
17:	<i>TERMS</i>



FIRM EXPERIENCE

Hanna Solutions has worked with a myriad of clients across various industries. What sets us apart from most other brokerages is our extensive experience working with governmental agencies and municipalities.

EDINBURG EDC

Hanna Solutions currently represents the Edinburg EDC and has placed four properties under contract for the EDC within the last year.

CITY OF COMBES

Hanna Solutions currently represents the City of Combes and is working on a Master Plan to revitalize land owned by the City of Combes.

FIRM EXPERIENCE, cont.

PROGRESSO INTERNATIONAL BRIDGE

The Industrial Park at the Progresso International Bridge is listed 100% by Hanna Solutions. Several tracts of land in the Industrial Park have been sold in the past year.

LA FERIA EDC/IDC

Hanna Solutions currently represents both the La Feria Economic and Industrial Development Corporations. We recently placed 24 acres of land owned by the IDC under contract.

FIRM EXPERIENCE, cont.

RECENT PROJECTS



1501 N 23RD MCALLEN



LEASED



315 HWY 83 MCALLEN



SOLD

FIRM EXPERIENCE, cont.

RECENT PROJECTS



PROGRESSO BRIDGE

✓ **SOLD**



7310 N LIBERTY DR

EDINBURG

✓ **UNDER
CONTRACT**

TEAM MEMBERS



MARK HANNA ***COMMERCIAL SPECIALIST***

Mark Hanna is the Principal of Hanna Solutions LLC. Mark's six years in banking and commercial lending allows him to provide an extra level of service beyond normal real estate brokerage.

Mr. Hanna has closed tens of millions of dollars in real estate transactions over the years. His specialty lies in connecting the right people with the right opportunities to create successful projects. Mark believes in serving and building his community and uses real estate brokerage and development as the vehicle for positive change.

TEAM MEMBERS, cont.



LUKE LANCASTER ***ROI ENGINEER***

Luke Lancaster is a licensed real estate agent with Hanna Solutions LLC. After receiving a Bachelor of Science in Finance, Luke went to work for two premiere hedge funds in Dallas, TX.

Luke served as a Fund Analyst and a Senior Analyst preparing investor reports for funds totaling over \$80 billion in assets under management. He has been working full time in real estate for over three years and specializes in identifying and analyzing profitable real estate opportunities for Hanna Solutions' clients.

TEAM MEMBERS, cont.



ERNESTO SILVA ***3rd PARTY CONSULTANT***

Ernesto S. Silva, founder of Silva, Otting & Silva is a former City Manager, Director of Planning, Civil Service, Economic Development and Community Development Director.

Mr. Silva has over 30 years' experience in all levels of the public and private sector. While in Mercedes, Mr. Silva supervised all City Departments and administered a five-year, \$57 million capital improvements program. During his tenure, the City also received \$27 million in grants from Federal, State and County agencies as part of the City's capital improvement program.

REFERENCES

Please feel free to contact the following individuals who have worked with us on recent projects.

Juan Ortiz
(956) 647-3480

Mr. Ortiz currently serves as the Executive Director for the La Feria Industrial Development Corporation as well as the La Feria Economic Development Corporation. Hanna Solutions is currently working with Mr. Ortiz on some development projects in the city of La Feria.

Ernesto Silva
(956) 792-2588

Mr. Silva is a former City Manager, Director of Planning, Civil Service, Economic Development and Community Development Director. Mr. Silva is both a client of and consultant for Hanna Solutions.

REFERENCES, cont.

Alex Meade
(956) 455-1934

Mr. Meade is the Senior Vice President of Economic Development and Public Finance at Texas Regional Bank. Hanna Solutions has worked with Mr. Meade on various projects over the past several years.

PROJECTS WITH CITY OF EDINBURG

- 7310 Liberty Dr - Under Contract (March 30, 2021 Close)
- Lot 9 N Ind. Park - Offer presented to EDC but rejected
- 8.22 AC Lot (N Ind. Park) - Offer presented (rejected)
- 8.22 AC Lot - LOI currently being reviewed for partial sale
- Site selection, marketing materials, and opinion of value provided to the EDC (on-going basis)

INSURANCE

Current Coverage

Hanna Solutions LLC is a commercial real estate brokerage. Required insurance for commercial real estate brokerages is Errors and Omissions. All associates and affiliates of Hanna Solutions LLC are independent 1099 contractors.

✓ Errors & Omissions - \$2,000,000

Insurance Claims within Last 5 Years

-N/A

PROFESSIONAL SERVICES AGREEMENT

Hanna Solutions has reviewed the Professional Services Agreement provided by the Edinburg EDC and is prepared to sign the agreement.

- 
- ✓ Read - Professional Services Agreement
 - ✓ Meet - Prerequisite Insurance Requirements
 - ✓ Agree - To Sign PSA

CONTACT INFORMATION

MARK HANNA

Commercial Specialist



611 N McColl Rd STE E
McAllen, TX 78501



(956) 821-8001



mark@hanna.solutions

LUKE LANCASTER

ROI Engineer



611 N McColl Rd STE E
McAllen, TX 78501



(956) 292-6419



luke@hanna.solutions

LOCAL PRESENCE



Hanna Solutions LLC is located at 611 N McColl Rd, McAllen, TX 78501. This places us approximately 8 miles from 415 W University Dr, enabling us to provide immediate support and assistance on the projects that we will partner on with the Edinburg EDC.

TERMS

For providing real estate services to the Edinburg Economic Development Corporation, Hanna Solutions LLC will be compensated under a traditional commission-based payment agreement.



Commission: 6% of sales price on all listings

Monthly Retainer: \$0 (N/A)



MARK HANNA
(956) 821-8001
mark@hanna.solutions

LUKE LANCASTER
(956) 292-6419
luke@hanna.solutions



Economic Development

RFQ 2021 – 004 Real Estate Services

Checklist



Submittal Requirements Next HomeRGV Realty	Check to indicate document is attached to Submittal.
Submitted RFQ by 3:00 PM on March 22, 2021.	
Three (3) complete sets of the response One (1) original marked “ORIGINAL,” one (1) USB with PDF File of response, and two (2) copies marked “COPY.”	
Transmittal letter - Indicate interest and commitment to perform services for the City of Edinburg, include contact information (physical address, telephone, fax, cell phone, and email address) for the primary person responsible for your RFQ who will be the point of contact for the City on all correspondence and communications pertaining to the RFQ.	
Firm Qualification and Experience - Discuss the firm’s experience and history in performing Real Estate Professional Services.	
Team Member Qualifications and Experience - Submit resumes summarizing qualifications for the team.	
References - Provide at least three references. Include a description of the project associate with each reference mentioned and the role of the individual. List any past projects with the City of Edinburg.	
Insurance - Provide information on the types and amounts of insurance carried by the PSP, including General Liability, Auto Coverage, Worker’s Compensation, and Professional Liability Coverage.	
Professional Services Agreement - Provide a statement that the Professional Services Agreement has been read, that the firm will meet the prerequisite insurance requirements, and the firm, if selected, agrees to enter into such agreement.	
Contact Information - Each firm must submit two (2) different contact information (Name, Title, Address, Phone Number, Mobile Number, and Email Address).	
Presentation - Three complete sets of the response. One (1) original, two (2) copies, and one (1) USB.	
Local Presence - Statement addressing the firm’s established presence in the City of Edinburg or the surrounding areas (25 miles radius).	



**REAL
ESTATE
SERVICES**



**RESPONSE TO REQUEST
FOR PROPOSAL**

RFQ #2021-004

REAL ESTATE SERVICES





March 21, 2021

Ms. Lorena Fuentes, Purchasing Agent
City of Edinburg
C/o Economic Development Department
415 W. University Drive
Edinburg, Texas 78541

RE: REQUEST FOR STATEMENT OF QUALIFICATIONS RFQ #2021-004 REAL ESTATE SERVICES

Dear Ms. Fuentes:

It is with great excitement and the possibility of opportunity that NextHome RGV Realty submits this response to the City/EDC's request for qualifications for real estate services. NextHome is a progressive real estate franchise with consumer focused branding, technology and marketing. Our model and competitive programs have empowered our 18 agents to provide excellent service without compromise since 2018.

We focus on collaborative partnerships and effective products for business development, growth and relevance. Our clients are the focal point, and our agents provide the most valuable source of guidance, knowledge and information for buyers and sellers. We increase your profit margin by providing the products, tools, services, marketing, training and programs you and your property need to attract the right buyer.

At NextHome RGV Realty we count with more than 17+ years of experience from our licensed broker. This experience along with the use of local marketing sources she has

RFQ 2021-004 - REAL ESTATE SERVICES-Economic Development

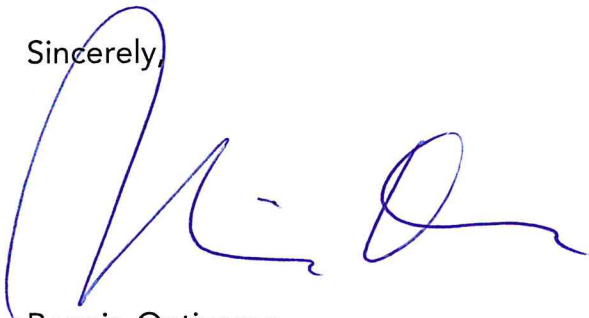
received merits based on production closing 49 units and \$10,362,220.00 in sales volume. This is an incredible achievement considering the NextHome franchise completed the year with nearly 500 active offices, over 4,250 NextHome agents, and closed over 29,500 transactions worth more than \$8.2 billion in volume. Based on our office production as a whole, NextHome RGV Realty won the Pinnacle Office Award with our office closing 165 units and \$28,887,241.00 in sales volume. This puts us in the top 25% of all 500+ offices in the NextHome franchise.

We help build communities and connect with people. The intricate real estate process requires knowledge, training and experience. We are competitive, efficient and profitable by utilizing products and services with an experienced broker and a consumer centric brand.

We are certain that we can provide the City of Edinburg/Edinburg Economic Development Corporation with the comprehensive real estate services needed.

Should you have any questions or require additional information, please do not hesitate to contact Ronnie Ontiveros, who will be the primary person responsible for this RFQ, at 956-283-6338.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Ronnie Ontiveros', with a large, stylized initial 'R'.

Ronnie Ontiveros

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FIRM QUALIFICATION AND EXPERIENCE

NextHome RGV Realty is uniquely qualified to provide full professional real estate services on behalf of the City and the Edinburg Economic Development Corporation (EDC). As a professional real estate firm, NextHome RGV will provide the following services to the City and the EDC: management of real estate properties for acquisition, lease, or sale; strategic planning and counsel regarding the highest and best use of city or EDC-owned property; responding to inquiries about available properties in the city and appraisal report requests; consulting on legal issues pertaining to land use and real estate; and other related tasks as needed.

NextHome is a progressive real estate franchise with consumer focused branding, technology and marketing. Our model and competitive programs have empowered our 18 agents to provide excellent service without compromise since 2018.

We focus on collaborative partnerships and effective products for business development, growth and relevance. Our clients are the focal point, and our agents provide the most valuable source of guidance, knowledge and information for buyers and sellers.

We increase your profit margin by providing the products, tools, services, marketing, training and programs you and your property need to attract the right buyer. At NextHome RGV Realty we count with more than 17+ years of experience from our licensed broker. This experience along with the use of local marketing sources she has received merits based on production closing 49 units and \$10,362,220.00 in sales volume. This is an incredible achievement considering the NextHome franchise completed the year with nearly 500 active offices, over 4,250 NextHome agents, and closed over 29,500 transactions worth more than \$8.2 billion in volume. Based on our office production as a whole, NextHome RGV Realty won the Pinnacle Office Award with our office closing 165 units and \$28,887,241.00 in sales volume. This puts us in the top 25% of all 500+ offices in the NextHome franchise.

We help build communities and connect with people. The intricate real estate process requires knowledge, training and experience. We are competitive, efficient and profitable by utilizing products and services with an experienced broker and a consumer centric brand.

NextHome is located in McAllen, Texas, and handles accounts across the Rio Grande Valley. Though NextHome does not have prior or previous experience with the City or EDC, the firm has handled real estate accounts within the city of Edinburg and is confident that it can provide the necessary services with the highest quality of experience and willingness to meet the needs of the City or EDC in a timely manner.

SCOPE OF SERVICES

NextHome RGV will perform the following real estate services on behalf of the City and the EDC:

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

NextHome RGV Realty possesses all the required licenses or certifications to successfully complete the tasks outlined in the scope of services. NextHome RGV Realty also has a licensed attorney qualified to advise the City and the EDC in matters pertaining to real estate services.

TEAM MEMBER QUALIFICATIONS AND EXPERIENCE

RONNIE FLORES ONTIVEROS



Ronnie Flores Ontiveros is an entrepreneur and community leader in the Rio Grande Valley. Ronnie is the CEO and President of Med-Care EMS; one of the largest 911 emergency medical companies in South Texas. Highly self-motivated, enthusiastic and goal-oriented, Ronnie is also a top Real Estate Agent and Broker in the Greater McAllen Area and South Texas real estate and luxury market.

Born and raised in Kingsville, TX, Ronnie grew up in a business-minded home where she gained a deep understanding of the skills needed to be a successful entrepreneur.

Her parents Juan and Nora Flores instilled a hard work ethic in Ronnie by getting her involved in their rental property business with small duties like cutting the yard and painting walls. Ronnie learned the art of sales and Spanish as a second language as a young child when she worked with her grandparents and father at their gold jewelry store at the bargain bazaar. These childhood experiences would become invaluable later in her professional career.

Ronnie attended Texas A&M University-Kingsville and the University of Texas at Arlington for Business Administration and Management. She also attended the Graduate Gemologist Program at the Gemological Institute of America, where she earned her certificate and learned comprehensive knowledge of diamonds and colored stones.

The business education and experience motivated Ronnie into getting both a Real Estate License and a Real Estate Broker License in Texas. After many years of exceeding goals, Ronnie opened NextHome RGV Realty in 2018. Her personalized services and innovative approach to real estate have allowed NextHome RGV Realty to become one of the fastest-growing agencies in South Texas. Ronnie holds many designations, including a Military Relocation Professional Certification, Graduate, REALTOR Institute (GRI) designation, and an Accredited Buyer's Representative (ABR)

designation. She often gives back to her Realty community by providing workshops, presentations, and mentorship to her industry peers.

Ronnie's passion for serving others can be seen in the outstanding work Med-Care EMS has been providing to all of South Texas under her direction. Med-Care EMS provides emergency services for the Cities of McAllen, Mission, Hidalgo, San Juan, Alamo, and La Joya. Med-Care EMS also provides mutual assistant aid to the cities of Weslaco, Donna, Mercedes, Alton, and Palmview. Their excellent care and outstanding emergency response have allowed them the opportunity to work with Doctors Hospital at Renaissance, South Texas Health Systems, Prime Healthcare Services, and Rio Grande Regional. Med-Care EMS is accredited by the American Heart Association and has consecutively won The Monitor Reader's Choice award for eight years. Ronnie's commitment to her community has catapulted her into many leadership roles within the Rio Grande Valley. She is part of the Greater McAllen Association of Realtors (GMAR), Texas Association of Realtors (TAR), and the National Association of Realtors (NAR). Ronnie has most recently become part of the Mission Chamber of Commerce governing body as a proud Board Member.

Ronnie is an active supporter of local community organizations and schools. Her philanthropy work includes donating resources to the local Respite Centers, CASA, Capable Kids, Comfort House, and the Boys & Girls Club of McAllen. In her spare time, Ronnie likes to exercise, attend concerts, and take vacations. She most loves spending time with her boys doing boy mom activities. Ronnie currently resides in McAllen, TX with her sons Armani Flores, Candelario "Eli" Ontiveros, and Ryan Ontiveros.

Ronnie is also a member and holds leadership positions in the following organizations:

- Greater Mission Chamber (Chairwoman) – 2nd term
- Affordable Homes of South Texas Advisory committee member
- Women's Council of Realtors President Elect

CINDY CANTU



Languages Spoken: English, Spanish

Professional Designations: GRI

Expertise Types

Commercial, Condominiums, Land, New Homes, Residential,
Single Family Homes, Townhomes

As a full time professional real estate agent, I pride myself on offering superior personal service before, during and after your transaction. Knowledge, commitment, honesty, expertise and professionalism are the cornerstone of my business. Let me earn your trust, your business and most importantly your friendship. Don't make another move without me. I guarantee you will see the difference quality service makes. I look forward to working with you!

JOE LEE HERNANDEZ



TX License # 727782

Languages Spoken: English, Other, Spanish

Professional Designations: REALTOR

Expertise Types

Commercial, Condominiums, Farms, Foreclosure, Land, Manufactured
Homes, Mobile Homes, New Homes, Property Management,
Relocation, REO, Residential, Residential Investment, Short Sale, Single Family Homes,
Townhomes

As a professional real estate agent, I pride myself on offering superior personal service before, during and after your transaction. Knowledge, commitment, honesty, expertise and professionalism are the cornerstone of my business. Let me earn your trust, your business and most importantly your friendship. I look forward to our future success in making your home dreams a reality.



NATALLI RODRIGUEZ

TX License # 720345

Languages Spoken: English, Spanish

Professional Designations: REALTOR

Expertise Types

Commercial, Condominiums, Estate Bankruptcy, Farms, Foreclosure, Land, Manufactured Homes, Mobile Homes, Mortgage, New Homes, Ranches, Real Estate Auctions, Relocation, REO, Residential, Residential Investment, Rural Land, Short Sale, Single Family Homes, Townhomes

As a full time professional real estate agent, I pride myself on offering superior personal service before, during and after your transaction. Knowledge, commitment, honesty, expertise and professionalism are the cornerstone of my business. Let me earn your trust, your business and most importantly your friendship. Don't make another move without me. I guarantee you will see the difference quality service makes. I look forward to working with you!

REFERENCES

DM International, LLC

Art Alaniz

Phone: 956-522-2826

DM International LLC has used Ronnie's experience and expertise to list his properties and to obtain assets by investing in properties she has personally sought for him.

Alonzo Cantu

Phone: 956-607-2241

Alonzo Cantu listed his properties across the valley with Ronnie for sale

Skylar Walker

Phone: 956-330-1307

Skylar Walker has sold and bought property with Ronnie. Currently selling 142 acres of raw land.

INSURANCE



EVANSTON INSURANCE COMPANY

State Transaction Code:

COMMON POLICY DECLARATIONS

POLICY NUMBER: 3AA412001

RENEWAL OF POLICY: 3AA350760

Named Insured and Mailing Address (No., Street, Town or City, County, State, Zip Code)

NH RGV Realty Nexthome RGV Realty

5400 North Ware Road Suite 70

McAllen, TX 78504

Policy Period: From 07/27/2020 to 07/27/2021 at 12:01 A.M. Standard Time at your mailing address shown above.

BUSINESS DESCRIPTION: Real estate office

FORM OF BUSINESS

☐ Individual ☐ Partnership ☐ Joint Venture ☐ Trust ☐ Corporation
☒ Limited Liability Company ☐ Other Organization:

Audit Period: Annual unless otherwise stated:

FTZ Code:

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PART(S), BUT ONLY FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

Commercial Property Coverage Part	\$	Not Covered
Commercial General Liability Coverage Part	\$	750.00
Commercial Inland Marine Coverage Part	\$	Not Covered
Commercial Ocean Marine Coverage Part	\$	Not Covered
Commercial Professional Liability Coverage Part	\$	Not Covered
Commercial Automobile Liability Coverage Part	\$	Not Covered
Liquor Liability Coverage Part	\$	Not Covered
Crime Coverage Part	\$	Not Covered
Other Coverages: Terrorism - Certified Acts	\$	Excluded
	\$	
	Premium Total	\$ 750.00
Other Charges: Taxes and Fees - See MDIL 1002	\$	247.51
	\$	
	\$	
	GRAND TOTAL	\$ 997.51

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462, Insurance Code. Chapter 225, Insurance Code, requires payment of a 4.85% (percent) tax on gross premium.

Producer Number, Name and Mailing Address

210700

State Surplus Lines License # 17762

MDIL 1000 08 11



EVANSTON INSURANCE COMPANY

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

POLICY NUMBER: 3AA412001

☐ "X" If Supplemental Declarations Is Attached

RETROACTIVE DATE

THIS INSURANCE DOES NOT APPLY TO "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" WHICH OCCURS BEFORE THE RETROACTIVE DATE, IF ANY, SHOWN BELOW.

RETROACTIVE DATE: None

(ENTER DATE OR "NONE" IF NO RETROACTIVE DATE APPLIES)

LIMITS OF INSURANCE

General Aggregate Limit (other than Products/Completed Operations)	\$ 2,000,000	
Products/Completed Operations Aggregate Limit	\$ Included	
Personal and Advertising Injury Limit	\$ 1,000,000	Any One Person or Organization
Each Occurrence Limit	\$ 1,000,000	
Damage to Premises Rented to You Limit	\$ 100,000	Any One Premises
Medical Expense Limit	\$ 5,000	Any One Person

ALL PREMISES YOU OWN, RENT OR OCCUPY

Loc. No. ADDRESS OF ALL PREMISES YOU OWN, RENT OR OCCUPY

1 5400 N. Ware Rd, Ste 70, 78504, TX, 78504

2 202 West Queen Isabella Boulevard, Port Isabel, TX, 78578

CLASSIFICATION AND PREMIUM

Loc. No	Code No. Classification	Rating Basis	Premium Basis	Other Basis	Rate		Advance Premium	
					Pr/Co	All Other	Pr/Co	All Other
1	47050 Real Estate Agents	Per \$1,000 of Payroll	100,000		Incl.	\$2.43	Incl.	\$243
2	47050 Real Estate Agents	Per \$1,000 of Payroll	Incl.		Incl.	Incl.	Incl.	Incl.
	Data Breach - MGL 1214	Flat	Incl.			Incl.		Incl.
	Add'l Insured - MEGL 0009	Each	1					\$100
*(a) Area *(c) Total Cost *(m) Admissions *(p) Payroll *(s) Gross Sales (u) Units *(r) Gross Receipts (e) Each (o) Other: Premium Basis identified with a "1" is per 1000 of selected basis.						Total Advance Premium		\$750 MP

These declarations, together with the Common Policy Conditions and Coverage Form(s) and any Endorsement(s), complete the above numbered policy.



TOKIOMARINE
HCC

Cyber & Professional Lines Group
37 Radio Circle Drive, Mount Kisco, New York 10549
main 914 241 8900

July 10, 2020

Confirmation of Coverage

DSLI Guaranty Fund Nonparticipation Notice:

This insurance contract is issued and delivered as surplus lines coverage under the Texas Insurance Code. The insurer is not a member of the property & casualty insurance guaranty association created under the Insurance Code Chapter 462. Insurance Code Chapter 225 requires payment of a **4.85** percent tax on gross premium.

BURNS & WILCOX, LTD.-D/B/A B&W Insurance Group LP
2301 E. Lamar Blvd. Suite 500
Arlington, TX 76006

Re: Policyholder: NH RGV Realty LLC dba NextHome RGV Realty
Policy Number: H720-115903
Effective Date: 08/03/2020

Thank you for your bind request. This letter confirms coverage for NH RGV Realty LLC dba NextHome RGV Realty, as follows:

Insured:	NH RGV Realty LLC dba NextHome RGV Realty	
Coverage:	Real Estate Professional Liability Coverage	
Insurance Carrier:	Houston Casualty Company (A++ XV "Superior"), non-admitted carrier	
Policy Period:	08/03/2020 to 08/03/2021	
Per Claim / Aggregate Limit:	USD1,000,000 / USD1,000,000	Premium: \$2,500.00
Deductible:	USD2,500	Policy Fee: \$100.00
Premium:	USD2,500	Supplier Fee: \$50.00
Admin./Inspection Fee:	USD50.00	Surplus Tax: \$128.53
Retroactive Date:	08/03/2018	Stamp Tax: \$3.98
Knowledge Date:	08/03/2018	Agency: \$25.00
Policy Form:	REO (9.2017)	Total: \$2,807.51

Subject to the following within 10 days:

N/A

Endorsements:

- | | |
|-----------|--|
| ○ REO 109 | Service of Suit Endorsement |
| ○ REO 39 | Vicarious Liability Limited Coverage Endorsement |
| ○ REO 407 | Specific Entity Exclusionary Endorsement |

PROFESSIONAL SERVICES AGREEMENT

NextHome asserts that Professional Services Agreement has been read, and agrees the firm will meet the prerequisite insurance requirements, and the firm, if selected, agrees to enter into such agreement.

CONTACT INFORMATION

PRIMARY CONTACT:

Ronnie Ontiveros, Realtor

956-283-6338

buymylistings@yahoo.com

SECONDARY CONTACT:

Scarlett Benitez Pardo, Administrative Assistant

956-534-0368

spardo@nexthomergv.com

LOCAL PRESENCES

NextHome RGV Realty has an established presence in McAllen, Texas, near the City of Edinburg (within a 25 mile radius), which allows for immediate support of the needs of the Department and its programs.

REQUIRED FORMS



**VENDOR APPLICATION
(PLEASE TYPE OR PRINT CLEARLY)**

MAIL ALL INVOICES TO: CITY OF EDINBURG
CITY OF EDINBURG / ACCOUNTS PAYABLE
P O BOX 1079
EDINBURG TX 78540-1079

☒ NEW APPLICATION
☐ REVISED INFORMATION

APPLICATION MUST BE FILLED OUT COMPLETELY

COMPANY NAME NextHome RGV Realty

ADDRESS 5400 N Ware Rd Ste 70

CITY Edinburg **STATE** Tx **ZIP CODE** 78504

CONTACT PERSON Veronica Ronnie Ontiveros **TITLE** MS

E-MAIL ADDRESS buymylistings@yahoo.com

REMIT ADDRESS:

COMPANY NAME NextHome RGV Realty

ADDRESS 5400 N Ware Rd Ste 70

CITY Mcallen **STATE** Tx **ZIP CODE** 78504

ACCOUNT PAYABLE CONTACT Veronica Ontiveros **PAYMENT TERMS**

THIS APPLICATION IS FOR: Real Estate Services

(List type of Business/products/services)

TELEPHONE NUMBER

TOLL-FREE NUMBER

FAX NUMBER

(956) 283 - 6338

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Form W-9 is available at the Internal Revenue Service Website. www.irs.gov
A completed W-9 is required at time of submitting application

Vendor Applicants Signature Ronnie Ontiveros **Date:** March 20, 2021 | 1:05 PM PDT

Printed Name Veronica Ronnie Ontiveros **Title** Broker, Owner

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

HOUSE BILL 89 VERIFICATION

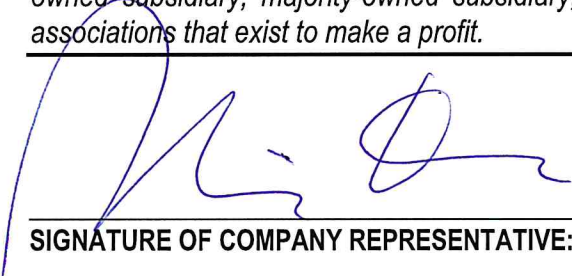
I, _____, the undersigned representative of _____, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

- 1. Does not boycott Israel currently; and**
- 2. Will not boycott Israel during the term of the contract.**
- 3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>**

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.



SIGNATURE OF COMPANY REPRESENTATIVE:

VERONICA ANTUKAROV

TYPE/PRINT NAME AND TITLE:

3/22/2021

DATE:



5400 Ware Road., Suite 70 | McAllen, TX 78504 | <http://nexthomergv.com/>

March 25, 2021

Ms. Blanca Davila
Director of Economic Development
City of Edinburg
415 W. University Drive
Edinburg, Texas 78540

RE: Economic Development RFQ 2021-004 Real Estate Services

Dear Ms. Davila:

NextHome RGV was pleased at the opportunity to respond to the City of Edinburg's Request for Qualifications for Real Estate Services (RFQ 2021-004). Our firm understands that the City would be negotiating compensation terms with the selected firms or team of firms. Thank you for the opportunity to suggest proposed terms. NextHome RGV provides both buying and selling real estate services on commission-based terms, on a monthly retainer, or both, as determined by the City's needs and requests.

NextHome RGV understands that the actual services provided to the City are still to be determined, so we hereby propose the following payment terms as options for the City to consider:

Commission-Based Payment Terms

As the City's real estate representative on a commission basis, NextHome RGV proposes services to include all marketing costs, videos, professional photos, Matterport Tours, drone shots, social posts, subscriptions with Loop-net CoStar, and other third-party syndication sites that are networked with NextHome Corporate Franchise. An hourly rate will be applied separately for services such as comparative market analysis data or other real estate reporting for the City if the percentage does not apply.

	Commission Fee	Other Fees
NextHome RGV Representing City as Seller	5% of Sales Price	\$80/hour
NextHome RGV Representing City as Buyer	2% of Sales Price	\$80/hour

Combination Commission- & Retainer-Based Payment Terms

As the City's real estate representative on a commission basis, NextHome RGV proposes services to include all marketing costs, videos, professional photos, Matterport Tours, drone shots, social posts, subscriptions with Loop-net CoStar, and other third-party syndication sites that are networked with NextHome Corporate Franchise. If the City chooses this option for **Combination Commission- and Retainer- Based Payment Terms** the hourly rate for services such as comparative market analysis data or other real estate reporting for the City if the percentage will be waived.

	Retainer Fee	Commission Fee	Other Fees
NextHome RGV Representing City as Seller	\$2,500 a month	5% of Sales Price	\$80/hour WAIVED
NextHome RGV Representing City as Buyer	\$2,500 a month	2% of Sales Price	\$80/hour WAIVED

Retainer-Based Payment Terms

NextHome RGV proposes a **\$15,000 flat rate monthly retainer fee** depending on the amount of work anticipated/expected.

NextHome RGV proposes the above options for terms of compensation for Real Estate Services, and is open to consider negotiating the proposed terms depending on the amount of transactions expected, on the city's needs, and as agreed upon by both parties. As you can see, our firm remains flexible, open, and willing to serve the City of Edinburg and meet its goals for Real Estate services.

Once again, we sincerely appreciate the opportunity to provide Real Estate services to the City of Edinburg and look forward to the possibility of working together.

Should you have any questions or required additional information, please do not hesitate to contact me at 956-283-6338 or via email at buymylistings@yahoo.com.

Sincerely,

Ronnie Ontiveros
Broker/Owner NextHome RGV Realty
ABR, MRP, REALTOR, SRES
Tx License 0528977

DocuSigned by:

FC0D241BF7A0471...



Edinburg Economic Development Corporation

Meeting Date: April 27, 2021

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

1. Agenda Item:

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

2. Description/Scope:

Closed Meeting.

3. Estimated Timeline:

N/A

4. Budget:

N/A

5. Procurement/Selection Process:

Closed Meeting.

6. Staff's Recommendation:

Closed Meeting.

7. Justification:

Closed Meeting.

Blanca Davila
Director of Economic Development

ATTACHMENTS

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