ECONOMIC DEVELOPMENT
CORPORATION BOARD OF DIRECTORS

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

REGULAR MEETING AGENDA

AMENDED
JANUARY 26, 2021

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. InÂ 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 meeting on December 16, 2020.

   B. Consider approval of financial reports for December 2020.

   C. Consider approval of memorandum of understanding (MOU) with Vanguard Academy Beethoven, Edinburg Economic Development Corporation, and City of Edinburg.

   D. Consider approval of term waiver for incentive payments to TP UT RGV, LLC, due to experienced hardship resulting from the COVID-19 pandemic and declared state of disaster.

   E. Consider authorizing City Manager and Economic Development staff to negotiate and enter into an agreement with Development Counsellors International (DCI).

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 ~~5:15~~ 1/22, *2021 at* 5:15 *am pm.*

By:

Signature:
Name: ~~*Ron Garza, City Manager*~~
City of Edinburg, Texas Brian Kelsey, ACM

City of Edinburg Economic Development
Department Status Report

Board of Directors
Regular Meeting

January 26, 2021

EDC 2020 Audit

Luis C Orozco, CPA staff has emailed the list of items needed for the audit. The Economic Development Department has begun gathering information and documents needed.

Staff is in communication with the Auditor's Assistants, EEDC CPA, and City of Edinburg Finance Director.

The estimated completion date for the EDC 2020 Audit is the end of February 2021.

A nepotism survey will be emailed to Board members on January 27, 2021. This survey is part of a requirement that financial auditors must address to comply with the SAS 99 Fraud Risk Assessment component. All survey responses are kept confidential.

Incentive Application

The Incentive Application documents the information needed from applicants for the EDC and the City Council to consider incentive requests, establishes criteria for eligibility, including minimum number of 15 jobs, types of jobs, and level of capital investment, describes the types of incentives available, and describes the process for reviewing applications.

The application was reviewed and approved by the EDC Board of Directors on the December 16, 2020 Board Meeting.

The application was presented for consideration of approval to the City Council on the January 19, 2021 meeting. The Incentive application was approved.

Fact sheet and Incentive Application will be posted on the website February 1, 2021.

Programs

Health Science Institute at Renaissance (HSIR)

The Edinburg Economic Development Corporation (EEDC), in collaboration with HSIR and Workforce Solutions, is providing a career opportunity through the Medical Assistant Certificate Program.

The Medical Assistant Certificate Program began on January 06, 2021, with a total of 10 students enrolled for this cohort.

- 5 Edinburg residents were funded through EEDC.
  - 3 full tuition (EEDC)
  - 2 partial tuitions (EEDC & WFS)

All Edinburg residents have met the eligibility criteria to receive assistance from the EEDC.

South Texas College High Demand Job Training (HDJT)

The Edinburg Economic Development Corporation (EEDC) entered into an agreement, on May 23, 2019, with South Texas College (STC) and Workforce Solutions (WFS) to sponsor high-demand job training programs such as customer service, cybersecurity, and biomedical equipment maintenance for 45 Edinburg residents.

In response to the COVID-19 pandemic, STC shifted their programs to online learning. South Texas College was able to provide support and ensure academic continuity through online learning.

Workforce shared certifications from each program:

- Customer Service Cohort: 3 enrolled, 3 completed.
- Biomedical Equipment Maintenance Cohort: 10 enrolled; 3 completed training and FESTO certification was awarded in Fundamentals of Electricity, this information was provided by STC.
- Cybersecurity Program Cohort: 12 enrolled, students are still working on the last two modules and should be completing at the end of January 2021. Final number of certification awarded will be reported at that time.

The program agreement came to an end December 31, 2020.

Digital Movement

The City of Edinburg Economic Development Department has partnered with the Edinburg Chamber of Commerce, and UTRGV Entrepreneurship & Commercialization Center to present the Digital Movement FREE workshops. The City of Edinburg used funds from the CARES Act to fund workshops for Edinburg businesses to participate. The workshops include four sessions in English and four in Spanish.

The English session workshops were hosted in late November and throughout the month of December.

Part 1: Essential Technologies for Food Service Industry and Retail Industry
Part 2: Google Tools for your Business
Part 3: Sell on Etsy, Amazon and Ebay
Part 4: Social Media Management

The Bilingual session workshops are scheduled for January 2021.

1. **Date:** January 19, 2021 - 10:00 AM - 11:30 AM
   Part 1: Tecnologías esenciales para la industria de servicios de comida, servicios y comercio al por menor
2. **Date:** January 21, 2021 - 10:00 AM - 11:30 AM
   Part 2: Herramientas para administrar tu negocio en Google
3. **Date:** January 26, 2021 - 10:00 AM - 11:30 AM
   Part 3: Como vender en Etsy, Ebay, y Amazon
4. **Date:** January 28, 2021 - 10:00 AM - 11:30 AM
   Part 4: Administración de redes sociales

Payment Protection Program - Webinar

The Economic Development Department is collaborating with Workforce Solutions, Small Business Development Center (SBDC), Small Business Administration (SBA), and Edinburg Chamber of Commerce to facilitate a webinar about the latest stimulus package, Payment Protection Program (PPP).

This webinar is scheduled to take place on February 4th, 2021 at 10 AM. Registration will be via Eventbrite and the webinar will be via Zoom. The webinar will serve as an informative discussion to provide Edinburg businesses details on how to apply for the Payment Protection Program and learn about resources available.

Request for Qualification (RFQ) - Real Estate Services

The Economic Development Department will solicit Request for Qualifications (RFQ's) for a Real Estate Firm to provide Real Estate Appraisal Services/Agent Services including appraisal of real estate properties for acquisition, lease, financial and/or strategic planning and other informational interests and purposes by the City.

The Economic Development department is working on the Real Estate Firm RFQ packet and expects to submit it to the Finance Procurement Division in February 2021.

Projects

Business Retention & Expansion

The City of Edinburg Economic Development Department is working on strengthening the city's business retention and expansion. The focus is to retain businesses in the City of Edinburg and provide guidance and assistance to attain expansion.

Staff has reached out to:

- 65 businesses through emails and phone calls
- Met with over 15 business

Industries include:

- Manufacturing
- Healthcare
- Education
- Information
- Accommodation and food service

A survey was created to collect data, identify business opportunities for expansion, business needs, and learn about Edinburg's business climate. Individual survey responses will be kept confidential.

Staff has connected with the retail business community in The Shoppes (TIRZ I).

- 18 businesses which include Burlington Coat Factory, TJ Maxx, Ross Dress for Less, T-Mobile, Party City, Shoe Department

Properties

The City of Edinburg Economic Development has two properties under contract to sell.

- **1710-1714 S. 28th Street, Edinburg, TX 78541**: entered into agreement effective date of 12/15/2020. The estimated closing date for this property is on or by 02/22/2021.

- **7310 N. Liberty Dr., Edinburg TX 78541:** entered into agreement effective date of 11/18/2020. The property is estimated to close sale on or by 02/16/2021.

Prospects

Staff is in contact with the following businesses about startup, expansion or relocation.

- Full service restaurant
- Limited services restaurant
- Snack and no alcoholic beverage bars
- Large vehicle service center
- Warehousing and storage
- Power generation and supply

Edinburgh Economic Development Corporation
Meeting Date:January 26, 2021

Consider approval of minutes for board meeting on December 16, 2020.

1. **Agenda Item:**
   Consider approval of minutes for board meeting on December 16, 2020.
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

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Blanca Davila
Director of Economic Development

ATTACHMENTS
Attachment A: December 16, 2020 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
DECEMBER 16, 2020
4:00 PM

PRESENT: Hiren Govind, President
Roland Gomez, Vice President
Daniel "Dan" Diaz, Secretary
Veronica Gonzales, Director
Sabrina Walker-Hernandez, Director
Raul Resendez, Director

ABSENT: Aaron "Ronny" Rivera, Treasurer

STAFF: Ron Garza, City Manager
Brian Kelsey, Assistant City Manager/EDD
Blanca Davila, EDD Director
Nidian Elizondo, EDD Coordinator
Leticia Pantoja, EDD Administrative Assistant
Claudette Segura, Management Analyst
Dagoberto Soto, Finance Director
Omar Ochoa, City Attorney
Cris Villarreal, CPA

PUBLIC: None present.

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.

Treasurer Aaron Rivera 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 December 11, 2020 at 1:25 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. Consider approval of minutes for board meeting on November 24, 2020.

MOTION TO APPROVE MINUTES FOR BOARD MEETING ON NOVEMBER 24, 2020 WAS MADE BY VICE PRESIDENT ROLAND GOMEZ AND SECONDED BY DIRECTOR RAUL RESENDEZ. MOTION CARRIED UNANIMOUSLY.

B. Consider approval of financial reports for November 2020.

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 $1,187,510.00 was collected in cash receipts. There was a total of $7,310.00 of cash disbursements. There was a net increase in unrestricted cash of $1,180,200.00. The ending unrestricted cash balance was $6,420,274.00.

A Statement of Net Assets – Supplemental Information was presented, which included $41,267,312.52 in total assets and $27,839,097.00 in total liabilities, with a net fund balance of $13,428,215.52.

The A/R Aging Summary – Supplemental Information as of November 30, 2020 was presented which included the receivables from tenant rent and Santana Textiles interest accumulation.

MOTION TO APPROVE FINANCIAL REPORTS FOR NOVEMBER 2020 WAS MADE BY DIRECTOR VERONICA GONZALES AND SECONDED BY VICE PRESIDENT ROLAND GOMEZ. MOTION CARRIED UNANIMOUSLY.

C. Consider approval of agreement with Cris Villarreal, PLLC Certified Public Accountant for accounting and tax services.

Economic Development Director, Blanca Davila, mentioned that EDC Board President Hiren Govind recommended the EDC continue professional services agreement with Cris Villarreal, CPA on the November 24, 2020 meeting.

Cris Villarreal, CPA, has supported the Edinburg EDC for about two years. He continues to assist staff with the transition to the city by participating in budget planning meetings, monthly reconciliations, and board presentations.

MOTION TO APPROVE AGREEMENT WITH CRIS VILLARREAL, PLLC CERTIFIED PUBLIC ACCOUNTANT FOR ACCOUNTING SERVICES AND TAX SERVICES WAS MADE BY DIRECTOR VERONICA GONZALES AND SECONDED BY DIRECTOR RAUL RESENDEZ. MOTION CARRIED UNANIMOUSLY.

D. Discussion and possible action on Economic Development Incentive Application.

The draft Incentive Application was reviewed by Assistant City Manager, Brian Kelsey, on the November 24, 2020 board meeting.

Upon Board of Directors' comments and feedback, the number of jobs created or retained was decreases from 20 to 15 jobs. The second recommendation from the Board of Directors was the Small Business grants. Economic Development staff is working with the Legal department to see how Small Business grants can be funded.

The Incentive Application will be adjusted and modified as needed. Staff anticipates changes to the application over time.

MOTION TO APPROVE ECONOMIC DEVELOPMENT INCENTIVE APPLICATION WAS MADE BY VICE PRESIDENT ROLAND GOMEZ AND SECONDED BY DIRECTOR VERONICA GONZALES. MOTION CARRIED UNANIMOUSLY.

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.

The EDC Board entered Executive Session at 4:21 PM.

MOTION TO ENTER EXECUTIVE SESSION WAS MADE BY VICE PRESIDENT ROLAND GOMEZ AND SECONDED BY SECRETARY DAN DIAZ AT 4:21 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.

6. <u>OPEN SESSION</u>

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 5:35 PM.

For record, Director Sabrina Walker-Hernandez, joined the board meeting at 4:45 PM.

MOTION TO OPEN SESSION WAS MADE BY SECRETARY DAN DIAZ AND SECONDED BY DIRECTOR VERONICA GONZALES AT 5:35 PM. MOTION CARRIED UNANIMOUSLY.

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

MOTION TO PROCEED WITH DEVELOPMENT OF PROMENADE PARK PROJECT WITH A COST SHARE WITH THE CITY OF EDINBURG WAS MADE BY SECRETARY DAN DIAZ AND SECONDED BY VICE PRESIDENT ROLAND GOMEZ. MOTION CARRIED UNANIMOUSLY.

7. OTHER BUSINESS

Economic Development Director, Blanca Davila, provided an update on the UTRGV athletics season tickets. Staff equally distributed the season tickets for Board Members and will deliver tickets to members.

Assistant City Manager, Brian Kelsey, provided an update on the Business, Retention, and Expansion program. Staff has reached out to about 50 employers and begun meeting with them. Staff has scheduled three interviews thus far, and continues to follow up with employers.

The Economic Development department submitted a Request for Information (RFI) from the Governor's office for a European company searching for a 34+ acre manufacturing site. The site is for a project that would include 2,000 employees and an estimated $7M in capital investment. The City of Edinburg met all criteria and submitted a proposal.

It was confirmed the next EDC Board Meeting will be via zoom.

8. ADJOURNMENT

There being no further business to consider, the meeting was adjourned at 5:40 PM.

MOTION TO ADJOURN MEETING WAS MADE BY DIRECTOR VERONICA GONZALES AND SECONDED BY DIRECTOR RAUL RESENDEZ AT 5:40 PM. MOTION CARRIED UNANIMOUSLY.

Minutes Transcribed by: Leticia Pantoja

Edinburg Economic Development Corporation
Meeting Date:January 26, 2021

Consider approval of financial reports for December 2020.

1. **Agenda Item:**
   Consider approval of financial reports for December 2020.
2. **Description/Scope:**
   Cris Villarreal, CPA, will provide a financial report for December 2020.
3. **Estimated Timeline:**
   Monthly.
4. **Budget:**
   N/A
5. **Procurement/Selection Process:**
   N/A
6. **Staff's Recommendation:**
   N/A
7. **Justification:**
   N/A

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Blanca Davila
Director of Economic Development

ATTACHMENTS
Attachment A: December 2020 Financial Report

Approved:	_________
Not Approved:	_________
Tabled:	_________
No Action:	

Management Report

Edinburg Economic Development Corporation
For the period ended December 31, 2020

Prepared on
January 19, 2021

Table of Contents

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	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,726,990	$ 6,500,000	27%	$ (4,773,010)
Lease Payments	5,286	8,609	8,087	-	-	-	-	-	-	-	-	-	21,982	48,000	46%	(26,018)
Sale of Property and Other Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0%	-
Investment Interest	1,714	1,872	1,573	-	-	-	-	-	-	-	-	-	5,159	25,000	0%	(19,841)
Transfer in TexStar Bond Projects, net	-	-	-	-	-	-	-	-	-	-	-	-	-	4,139,638	0%	(4,139,638)
Interest Earned in Restricted Funds	(1,714)	(1,505)	(1,349)	-	-	-	-	-	-	-	-	-	(4,568)	-	0%	(4,568)
TOTAL CASH RECEIPTS	5,286	1,187,510	556,767	-	-	-	-	-	-	-	-	-	1,749,563	10,712,638	16%	(8,963,075)
CASH DISBURSEMENTS																
Personnel Expenses																
Salaries, Benefits & Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-	300,000	0%	(300,000)
Taxes and Benefits	-	-	-	-	-	-	-	-	-	-	-	-	-	80,000	0%	(80,000)
Vehicle Allowance	-	-	-	-	-	-	-	-	-	-	-	-	-	5,000	0%	(5,000)
Total Personnel Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-	385,000	0%	(385,000)
Contractual & Maintenance Services																
Profesional 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	-	-	-	-	-	-	-	-	-	2,021	40,000	5%	37,979
Total Contractual & Maintenance Services	177	1,487	133,491	-	-	-	-	-	-	-	-	-	135,155	621,582	22%	486,427
Supplies																
Office Supplies	-	-	88	-	-	-	-	-	-	-	-	-	88	10,000	1%	9,912
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
Ofice Equipment & Furniture	-	-	-	-	-	-	-	-	-	-	-	-	-	30,000	0%	30,000
Equipment	-	-	-	-	-	-	-	-	-	-	-	-	-	20,000	0%	20,000
Total Supplies	1,559	-	(1,193)	-	-	-	-	-	-	-	-	-	366	120,000	0%	119,634
Programs																
Workforce Training	-	-	-	-	-	-	-	-	-	-	-	-	-	200,000	0%	200,000
Marketing	89	178	3,000	-	-	-	-	-	-	-	-	-	3,267	200,000	2%	196,733
Sponsorship/Donations	-	1,500	25,000	-	-	-	-	-	-	-	-	-	26,500	75,000	35%	48,500
Legislative	-	-	-	-	-	-	-	-	-	-	-	-	-	90,000	0%	90,000
Research, Feasibility Studies, Reports	-	-	-	-	-	-	-	-	-	-	-	-	-	100,000	0%	100,000
Small Business Grants Program	-	-	-	-	-	-	-	-	-	-	-	-	-	200,000	0%	200,000
Total Programs	89	1,678	28,000	-	-	-	-	-	-	-	-	-	29,767	865,000	3%	835,233
Properties																
Property Taxes	-	-	70,541	-	-	-	-	-	-	-	-	-	70,541	100,000	71%	29,459
Purchase of Property	-	-	-	-	-	-	-	-	-	-	-	-	-	50,000	0%	50,000
Utilities	(132)	3,150	1,975	-	-	-	-	-	-	-	-	-	4,993	25,000	20%	20,007
Existing Buildings - Improvements/Repairs	-	-	-	-	-	-	-	-	-	-	-	-	-	40,000	0%	40,000
Secruity Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	2,000	0%	2,000
Industrial Park & Property Maintenance	722	995	-	-	-	-	-	-	-	-	-	-	1,717	10,000	17%	8,283
Total Properties	590	4,145	72,516	-	-	-	-	-	-	-	-	-	77,251	227,000	34%	149,749

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	0%	102,000
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	0%	50,000
Auriel Investments (Shops @Tru) 2018	-	-	-	-	-	-	-	-	-	-	-	-	-	50,000	0%	50,000
TP UT RGV (Taco Palenque/Palenque Grill) 2019	-	-	-	-	-	-	-	-	-	-	-	-	-	50,000	0%	50,000
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	-	-	-	-	-	-	-	-	-	-	-	200,000	5,691,638	4%	5,491,638
Debt Service																
Ebony Hills/BBVA	-	-	-	-	-	-	-	-	-	-	-	-	-	267,612	0%	267,612
Parks & Rec Bond/BBVA	-	-	-	-	-	-	-	-	-	-	-	-	-	528,428	0%	528,428
Santana Refund Bond/NY Mellon	-	-	-	-	-	-	-	-	-	-	-	-	-	671,264	0%	671,264
Arena Bond Shortage/Wells Fargo	-	-	-	-	-	-	-	-	-	-	-	-	-	1,000,000	0%	1,000,000
New Series 2019 Bonds/NY Mellon	-	-	-	-	-	-	-	-	-	-	-	-	-	757,175	0%	757,175
Total Debt Service	-	-	-	-	-	-	-	-	-	-	-	-	-	3,224,479	0%	3,224,479
TOTAL CASH DISBURSEMENTS	202,415	7,310	232,814	-	-	-	-	-	-	-	-	-	442,539	11,134,699	4%	10,307,160
INCREASE (DECREASE) IN UNRESTRICTED CASH	(197,129)	1,180,200	323,953	-	-	-	-	-	-	-	-	-	1,307,024	(422,061)		
Unrestricted Cash, beginning of period	5,437,203	5,240,074	6,420,274	6,744,227	6,744,227	6,744,227	6,744,227	6,744,227	6,744,227	6,744,227	6,744,227	6,744,227	5,437,203			
Unrestricted Cash, end of period	$ 5,240,074	$ 6,420,274	$ 6,744,227	$ 6,744,227	$ 6,744,227	$ 6,744,227	$ 6,744,227	$ 6,744,227	$ 6,744,227	$ 6,744,227	$ 6,744,227	$ 6,744,227	$ 6,744,227			

	October	November	December	January	February	March	April	May	June	July	August	September
SUPPLEMENTARY												
Cash - Unrestricted												
PCB-Operating: Non-Interest Bearing	$ 1,000,000	$ 2,178,534	$ 1,000,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
PCB-Sweep: Interest Bearing	4,240,074	4,241,740	5,744,227	-	-	-	-	-	-	-	-	-
Est. Annual Yield Rate	0.049%	0.049%	0.051%	*0.0000%*	*0.0000%*	*0.0000%*	*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	-	-	-	-	-	-	-	-	-
PCB-Debt Service	1,276,473	1,276,473	1,276,473	-	-	-	-	-	-	-	-	-
PCB-Revenue Account	549,402	549,402	549,402	-	-	-	-	-	-	-	-	-
TX National Bank	800,000	800,000	800,000	-	-	-	-	-	-	-	-	-
Interest Bearing:												
Greater State Bank-Construction	1,493,238	1,494,036	1,494,860	-	-	-	-	-	-	-	-	-
Est. Annual Yield Rate	*0.65%*	*0.65%*	*0.65%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*
TexSTAR New Series 2019 Debt Srvc Rsrv Fund	774,877	774,937	774,982	-	-	-	-	-	-	-	-	-
Est. Annual Yield Rate	*1.3800%*	*1.1328%*	*0.81%*	*0.00%*	*0.00%*	*0.00%*	*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	-	-	-	-	-	-	-	-	-
Est. Annual Yield Rate	*1.3800%*	*1.1328%*	*0.81%*	*0.00%*	*0.00%*	*0.00%*	*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	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Statement of Net Assets-Supplemental Information

As of December 31, 2020

	Total
ASSETS	
Current Assets	
Bank Accounts	
1000 Operating	
1001 4899-PCB-Operating	1,000,000.00
1002 8602-PCB-Sweep Account-Int Bearing	5,744,226.50
Total 1000 Operating	**6,744,226.50**
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
1013 Greater State Bank Money Market	1,494,860.35
1019 TexSTAR New Series 2019 Debt Service Reserve Fund	774,981.92
1020 TexSTAR New Series 2019 Construction Fund	8,343,572.84
Total 1005 Restricted	**13,424,248.51**
Total Bank Accounts	**20,168,475.01**
Accounts Receivable	
1200 Accounts Receivable	2,322,906.14
Total Accounts Receivable	**2,322,906.14**
Total Current Assets	**22,491,381.15**
Fixed Assets	
1505 Buildings	2,602,371.06
1525 Furniture & Equipment	176,260.96
1545 Land	5,309,764.56
1595 Accumulated Depreciation	-999,599.96
Total Fixed Assets	**7,088,796.62**
Other Assets	
1610 N/R - Santana $5MM	4,205,592.73
1620 N/R - Santana $10MM	9,434,410.73
1630 Allowance for Uncollectibles	-1,176,347.91
1980 Deferred Outflow with Pension	167,952.00
Total Other Assets	**12,631,607.55**
TOTAL ASSETS	**$42,211,785.32**

	Total
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2113 2014A Ebony Hills Current	240,000.00
2117 2014B Parks & Rec Current	475,000.00
2123 2015 Bonds Current	110,000.00
2135 Series 2019 Bond	130,000.00
2250 Deferred Inflows Related to Pensions	38,957.00
2350 Accrued Payroll & Benefits	10,858.00
Total Other Current Liabilities	**1,004,815.00**
Total Current Liabilities	**1,004,815.00**
Long-Term Liabilities	
2513 2014A Ebony Hills Long Term	765,000.00
2517 2014B Parks & Rec Long Term	1,520,000.00
2523 2015 Bonds Long Term	13,125,000.00
2530 New Series 2019 Bond	10,710,000.00
2595 Net Pension Liability	612,383.00
2597 Net OPEB Liability	101,899.00
Total Long-Term Liabilities	**26,834,282.00**
Total Liabilities	**27,839,097.00**
Equity	
3005 Net Investment & Capital Assets	3,388,796.00
3100 Fund Balance	9,366,606.79
3200 Retained Earnings	749,743.49
Net Income	867,542.04
Total Equity	**14,372,688.32**
TOTAL LIABILITIES AND EQUITY	**$42,211,785.32**

A/R Aging Summary-Supplemental Information

As of December 31, 2020

	Current	1 - 30	31 - 60	61 - 90	91 and over	Total
City of Edinburg	566,004.90					566,004.90
Mercurio Semiconductor	900.00		900.00			1,800.00
Nu-Co Tool					127,633.60	127,633.60
Santana Textiles						
Santana 10		36,925.29	36,794.97	36,665.12	918,092.77	1,028,478.15
Santana 5		16,487.43	16,429.24	16,371.26	416,879.86	466,167.79
Santana Late Fees		4,337.43	4,337.43	4,337.43	119,809.41	132,821.70
Total Santana Textiles		**57,750.15**	**57,561.64**	**57,373.81**	**1,454,782.04**	**1,627,467.64**
TOTAL	**$566,904.90**	**$57,750.15**	**$58,461.64**	**$57,373.81**	**$1,582,415.64**	**$2,322,906.14**

Edinburg Economic Development Corporation
Meeting Date:January 26, 2021

Consider approval of memorandum of understanding (MOU) with Vanguard Academy Beethoven, Edinburg Economic Development Corporation, and City of Edinburg.

1. **Agenda Item:**
   Discussion and possible action of memorandum of understanding (MOU) with Vanguard Academy Beethoven, Edinburg Economic Development Corporation, and City of Edinburg.
2. **Description/Scope:**

Edinburg desires to create an accessible park on property currently owned by Vanguard Academy, at Vanguard Academy Beethoven, 2215 S. Veterans Boulevard, for the benefit of its residents.

Vanguard shall assist Edinburg in creating the Park by conveying to the City that certain tract of land at Vanguard Academy Beethoven, more fully described below and as identified in Exhibit A (the "Tract"): Lot 2 of Amended Subdivision Re-Plat of Vanguard Academy.

Vanguard will:

1. Prepare an accessible parking area by dedicating and repainting the portion of the existing parking lot at Vanguard Academy Beethoven closest to the Park, as identified in Exhibit A;
2. Prepare a crosswalk from the dedicated accessible parking area to the Park by painting a portion of the drive adjacent to the Park, as identified in Exhibit A;
3. Install a sidewalk path beginning from the end of the crosswalk area and through the Park in a manner that connects the restroom and facilities within the Park;
4. Install an accessible restroom facility within the Park;
5. Install a fence around the Park area;
6. Install an 8ft wide (minimum), concrete "hike & bike" sidewalk loop around the full circumference of Vanguard Academy property. Walking path shall be approximately 1 mile in total length, publicly accessible, and outside of property fence enclosure.
7. Facilitate access to and make provisions for Edinburg and the public to use the parking area at Vanguard Academy Beethoven and to enter upon the Park during hours established by the City;
8. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Edinburg and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Park's construction.
9. Maintain Park grounds, parking, and fencing upon completion of the Park by Edinburg.

Edinburg shall construct and install equipment and the Park at their expense. Edinburg's obligations to construct and install are subject to Vanguard conveying the property identified above and in Exhibit A.

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

4. **Budget:**
   This project was budgeted for in the FY2021 budget. Funding source is Series 2018 EDC Certificates of Obligation dedicated to all-inclusive playground equipment.

5. **Procurement/Selection Process:**
Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the projects under this MOU performed by each party.

6. **Staff's Recommendation:**
Staff recommends approval based on the value of contribution by the partnering party and location.

7. **Justification:**
As per the Financial/Use Agreement effective April 16, 2019, the EEDC Board and the City can construct an accessible park on City owned property.

____
Blanca Davila
Director of Economic Development

ATTACHMENTS
Attachment A: COE-EDC-Vanguard MOU (Final Draft)
Attachment B: Vanguard Beethoven (Exhibit A)
Attachment C: Vanguard Beethoven (Exhibit A Enlarged)
Attachment D: Financing/Use Agreement

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

STATE OF TEXAS §

COUNTY OF HIDALGO §

MEMORANDUM OF UNDERSTANDING
BETWEEN THE EDINBURG ECONOMIC DEVELOPMENT CORPORATION,
THE CITY OF EDINBURG,
AND VANGUARD ACADEMY

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter **"City")**, the Edinburg Economic Development Corporation (hereinafter "**EEDC**") (City and EEDC collectively referred to as "**Edinburg**") and Vanguard Academy (hereinafter **"Vanguard")**, are the parties to this Memorandum of Understanding ("MOU"):

RECITALS:

WHEREAS, Edinburg desires to create an accessible park on property currently owned by Vanguard Academy, at Vanguard Academy Beethoven, 2215 S. Veterans Boulevard, for the benefit of its residents (the "Park");

WHEREAS, Vanguard has determined that it will receive benefit from the Park and has agreed to assist Edinburg in its creation; and

NOW, THEREFORE, Edinburg and Vanguard, in consideration of the mutual covenants expressed hereinafter, agree as follows:

SECTION I
VANGUARD'S OBLIGATIONS

Vanguard shall assist Edinburg in creating the Park by conveying to the City that certain tract of land at Vanguard Academy Beethoven, more fully described below and as identified in Exhibit A (the "Tract"):

[Lot 2 of Amended Subdivision Re-Plat of Vanguard Academy]

With respect to the Park, Vanguard will:

a. Prepare an accessible parking area by dedicating and repainting the portion of the existing parking lot at Vanguard Academy Beethoven closest to the Park, as identified in Exhibit A;

b. Prepare a crosswalk from the dedicated accessible parking area to the Park by painting a portion of the drive adjacent to the Park, as identified in Exhibit A;

c. Install a sidewalk path beginning from the end of the crosswalk area and through the Park in a manner that connects the restroom and facilities within the Park;

d. Install an accessible restroom facility within the Park;

e. Install a fence around the Park area;

f. Install an 8ft wide (minimum), concrete "hike & bike" sidewalk loop around the full circumference of Vanguard Academy property. Walking path shall be approximately 1 mile in total length, publicly accessible, and outside of property fence enclosure.

g. Facilitate access to and make provisions for Edinburg and the public to use the parking area at Vanguard Academy Beethoven and to enter upon the Park during hours established by the City;

h. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Edinburg and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Park's construction.

i. Maintain Park grounds, parking, and fencing upon completion of the Park by Edinburg.

SECTION II
EDINBURG OBLIGATIONS

Edinburg shall construct and install equipment and the Park at their expense. Edinburg's obligations to construct and install are subject to Vanguard conveying the property identified above and in Exhibit A.

With respect to the Park, Edinburg will

a. Assist Vanguard by providing information reasonably available to Edinburg and pertinent to the Park

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

c. The City will determine hours of use for the Park that do not conflict with the normal student instruction hours during the regular school year at Vanguard Academy Beethoven;

Nothing contained in this MOU 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 MOU 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
PROCUREMENT

Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the projects under this MOU performed by each party.

SECTION IV
CONFLICT OF APPLICABLE LAW

Nothing in this MOU shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this MOU and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provision of this MOU shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

SECTION V
INDEMNIFICATION

To the extent allowed by law, Vanguard agrees to indemnify and hold harmless and defend Edinburg, its agents, employees and officers from and against any claim, loss, damage, liability and expense, including reasonable attorney's fees, incurred or suffered by it, by reason of any and all claims, demands or causes of action asserted or that may be asserted, against any or all of the above named parties, whether alleging intentional or negligent acts or omissions, and whether seeking compensatory or punitive damages, and involving, arising out of, or in any manner related to its performance of its obligations under this MOU.

To the extent allowed by law, Edinburg agrees to indemnify and hold harmless and defend Vanguard, its agents, employees and officers from and against any claim, loss, damage, liability and expense, including reasonable attorney's fees, incurred or suffered by it, by reason of any and all claims, demands or causes of action asserted or that may be asserted, against any or all of the above named parties, whether alleging intentional or negligent acts or omissions, and whether seeking compensatory or punitive damages, and involving, arising out of, or in any manner related to performance of its obligations under this MOU.

SECTION VI
LIMITATION OF LIABILITY

The Parties agree to limit the other's liability arising from respective acts, errors, or omissions such that the total liability of either Party shall not exceed $100,000. The Parties agree that none will 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 MOU, even if advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of the Parties' liability, regardless of the cause of action under which such damages are sought.

SECTION VII
NO WAIVER

No waiver by any party hereto of any breach of any provision of the MOU shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

SECTION VIII
NOTICE

Except as may be otherwise specifically provided in this MOU, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to City: City of Edinburg

Attention: Ron Garza, City Manager
415 West University Drive
Edinburg, Texas 78540

If to EEDC: Edinburg Economic Development Corporation
Attention: Brian Kelsey, Assistant City Manager
415 West University Drive
Edinburg, Texas 78540

If to Vanguard: [CONTACT]

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

SECTION IX
ADDITIONAL DOCUMENTS

The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this MOU and support the Park.

SECTION X
SUCCESSORS

This MOU shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this MOU.

SECTION XI
ASSIGNMENT

This MOU shall not be assignable.

SECTION XII
HEADINGS

The headings and captions contained in this MOU are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

SECTION XIII
AUTHORITY TO EXECUTE

The execution and performance of this MOU by City, EEDC, and Vanguard have been duly authorized by all necessary laws, resolutions or corporate action, and this MOU constitutes the valid and enforceable obligations of City, EEDC, and Vanguard in accordance with its terms.

SECTION XVI
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

If any dispute, controversy, or claim between or among the Parties arises under this MOU or is related in any way to this MOU 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.

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

If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, the parties may 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. In the event of any litigation between the parties, the parties shall bear their own costs, including attorneys' fees and expenses.

SECTION XVI
<u>NON-APPROPRIATIONS</u>

Notwithstanding anything in the MOU to the contrary, any and all payments which Edinburg is required to make under this MOU shall be subject to annual appropriation or other availability of funds, as certified by the City's Director of Finance or other appropriate EEDC staff.

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

SECTION XIX.
ENTIRE AGREEMENT

This MOU contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) and representation or agreement in connection with this MOU not specifically set forth herein. This MOU may be modified or amended only by agreement in writing executed by City, EEDC, and Vanguard, and not otherwise.

SECTION XX
<u>NO WAIVERS OR ACCORD AND SATISFACTION</u>

A. This MOU 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 MOU 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 Edinburg of any obligations under this MOU with knowledge of a breach by Vanguard of any covenant, obligation, or agreement under this MOU shall not be deemed or construed to be a waiver of such breach. No acceptance shall be deemed to be, 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. Edinburg may accept obligations or make payment without prejudice to their rights under this MOU or pursue any remedy provided in this MOU or provided otherwise by law or equity.

EXECUTED by the parties in triplicate originals on this _____ day of ________, 2020.

VANGUARD ACADMEY

By:________________________________

EDINBURG ECONOMIC DEVELOPMENT CORPORATION

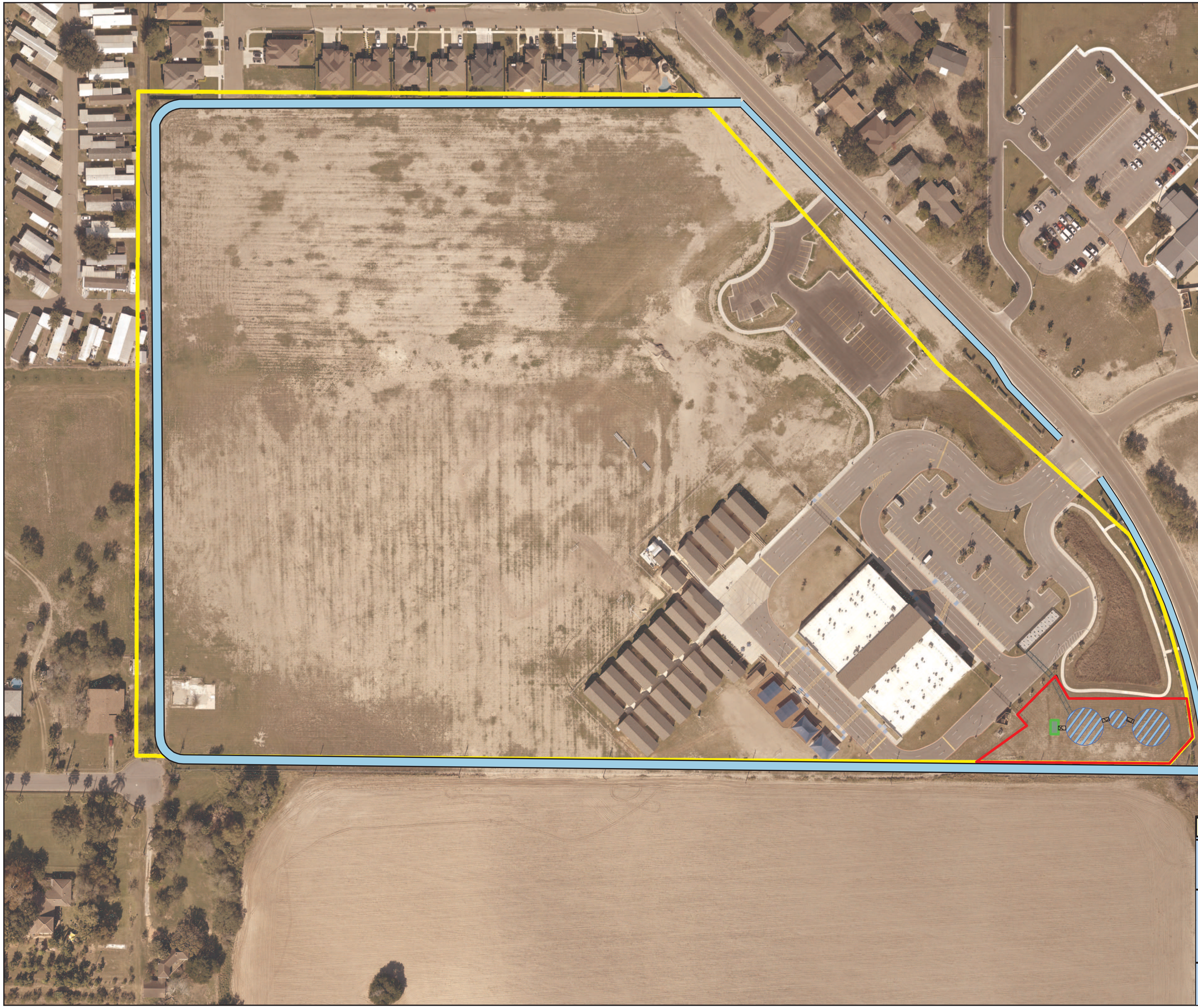
By:________________________________
Hiren Govind, President

CITY OF EDINBURG

By:________________________________
Ron Garza, City Manager

ATTEST:
By:________________________________
Myra L. Ayala, City Secretary

APPROVED AS TO FORM:
By: ________________________________
Omar Ochoa, City Attorney



THE CITY OF EDINBURG TEXAS

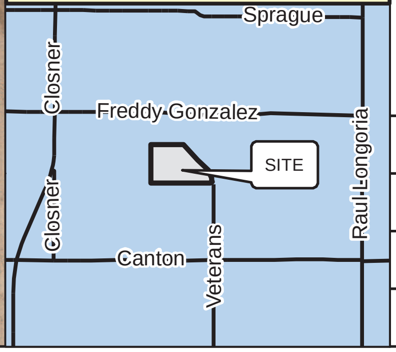
Map Disclaimer:

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

Legend:

- VANGUARD BEETHOVEN SUBDIVISION
- LOT 2 PROPERTY LINE
- 10' HIKE AND BIKE LOOP
- 5' SIDEWALK EXPANSION
- FENCE
- ACCESSIBLE PARKING
- PLAYGROUND EQUIPMENT
- PARK SIDEWALK CONNECTIONS
- CROSSWALK
- RESTROOM

SITE LOCATION MAP



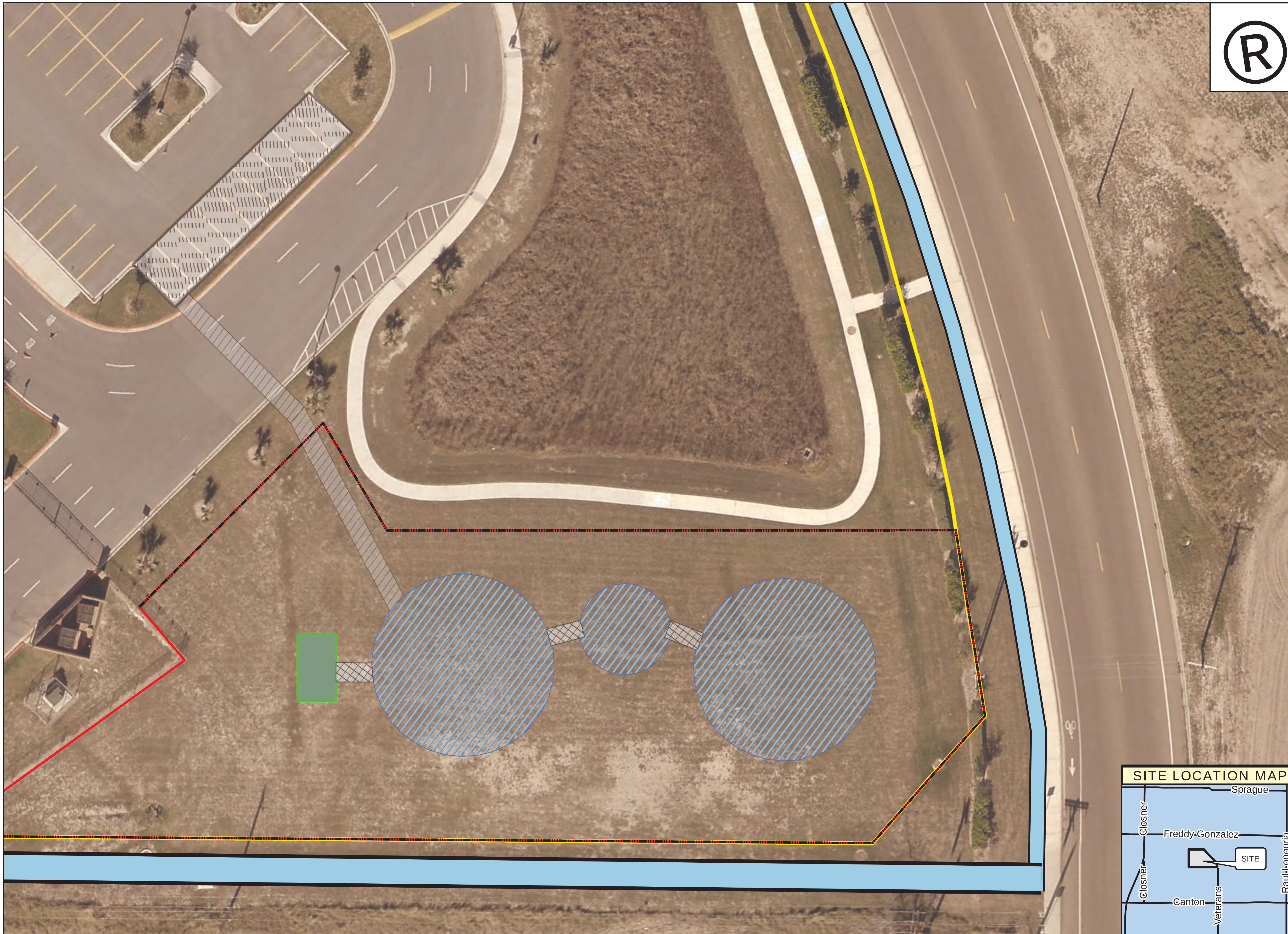
PROJECT NAME:
VANGUARD BEETHOVEN
LOT 2
HIKE AND BIKE LOOP

REQUESTED BY:
CITY MANAGER'S OFFICE

DATE:
JANUARY 08, 2021

CREATED BY:
ENGINEERING DEPT - GIS DIVISION

SCALE: 1 in = 150 ft **SHEET** 2 **OF** 2



Map Disclaimer:

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

Legend:

- VANGUARD BEETHOVEN SUDIVISION
- LOT 2 PROPERTY LINE
- 10' HIKE AND BIKE LOOP
- 5' SIDEWALK EXPANSION
- FENCE
- ACCESSIBLE PARKING
- PLAYGROUND EQUIPMENT
- PARK SIDEWALK CONNECTIONS
- CROSSWALK
- RESTROOM

PROJECT NAME:
VANGUARD BEETHOVEN
LOT 2
PROPOSED PARK

REQUESTED BY:
CITY MANAGER'S OFFICE

DATE:
JANUARY 08, 2021

CREATED BY:
ENGINEERING DEPT - GIS DIVISION

SCALE: 1 in = 29 ft **SHEET** 1 **OF** 2

FINANCING/USE AGREEMENT

This Financing/Use Agreement (this *Financing/Use Agreement*) is made to be effective as of April 16, 2019, by and between the City of Edinburg, Texas (the *City*), a duly incorporated and existing municipal corporation, home rule municipality, and political subdivision of the State of Texas and Edinburg Economic Development Corporation (the *Corporation*), a non-profit development corporation organized and existing under the laws of the State of Texas, including The Development Corporation Act of 1979, as amended, Article 5190.6, Vernon's Annotated Texas Civil Statutes, now codified as Chapter 504, Texas Local Government Code, as amended and to the extent applicable, Chapter 501, Texas Local Government Code, as amended (the *Act*).

RECITALS

WHEREAS, at an election held on January 20, 1990, a majority of the qualified voters of the City voting at such election authorized the City to levy a sales tax on the receipts at retail of taxable items within the City at a rate of one-half of one percent (1/2 of 1%) (referred to herein as the *Sales Tax*) to be used for improving and promoting economic development in accordance with the Act; and

WHEREAS, pursuant to Section 504.152 of the Act and an election held on November 8, 2011, a majority of the qualified voters of the City voting at such election authorized the Corporation to use the Sales Tax for "recreational facilities which are 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 as allowed under Section 505.152 of the Texas Local Government Code"; and

WHEREAS, the Board and the City Council further intend to undertake a project, pursuant to the Act, for the construction of an approximately 10,000 square foot public resource and workforce training center on City-owned property at an approximate cost of $2,220,000 (the *Edinburg Resource Center*)

WHEREAS, the Board of Directors (the *Board*) of the Corporation and the City Council of the City (the *City Council*) intend to undertake a project, pursuant to the Act, for the construction of an approximately 24,211 square foot recreation center on City-owned property (the *El Tule Recreation Center*), at an approximate cost of $5,900,000; and

WHEREAS, the Board and the City Council intend to undertake a project, pursuant to the Act, for the construction of a public recreation center contemplated to include two softball fields, sports lighting, and a basketball pad on Corporation-owned property at an approximate cost of $1,600,000 (the *North Park Project*); and

WHEREAS, contingent upon availability of proceeds of the hereinafter defined Bonds, the Board and the City Council may undertake a project, pursuant to the Act, for the construction of a special needs and disability accessible recreation center on City-owned property at an approximate cost of $1,900,000 (the *Capable Kids Park* and, collectively with the Edinburg Resource Center, the El Tule Recreation Center, and the North Park Project, the *Projects*); and

WHEREAS, the Board deems the Projects an appropriate use of the Sales Tax to assist the City with the financing of costs related to the construction and equipment of the Projects through the issuance and sale of the Corporation's sales tax revenue bonds in the principal amount of $10,840,000, the proceeds of which shall be used by the Corporation to finance the construction of the Projects and the payment of professional services related to the acquisition and financing of the aforementioned Projects; and

WHEREAS, under the current policies and procedures established by the Comptroller of Public Accounts of the State of Texas (the *Comptroller*) the 1.50% sales and use tax belonging to the City and the ½ of 1% Sales Tax belonging to the Corporation are collected, commingled, and remitted directly to the City in undivided interests and without allocations or notations of ownership as between the City and the Corporation; and

WHEREAS, in order to enhance the marketability of the proposed sales tax revenue bonds, it is appropriate and necessary that the City and the Corporation adopt formal procedures by which the City's 1.50% sales and use tax and the Corporation's ½ of 1% Sales Tax are collected, deposited, held, identified, allocated, and transferred to or for the benefit of the Corporation; and

WHEREAS, the parties hereto find it necessary and advisable to enter into this Agreement in order to set forth the duties and responsibilities of the respective parties for the implementation and funding of the Projects;

NOW, THEREFORE, in consideration of the covenants and agreements made herein, and subject to the conditions set forth herein, the City and the Corporation agree as follows:

A G R E E M E N T

SECTION 1: Financing of the Projects: For and in consideration of the City's covenants and agreements herein contained and subject to the terms contained herein, the Corporation hereby agrees to issue and sell a series of obligations to be known as "Edinburg Economic Development Corporation Sales Tax Revenue Bonds, New Series 2019" (the *Bonds*), and to deposit the proceeds of sale of the Bonds to a construction fund or account to be designated by the Corporation in the bond resolution of the Corporation (the *Resolution*) authorizing the issuance of the Bonds, and the City and the Corporation hereby agree and covenant that all proceeds of sale deposited to the credit of such construction fund or account are to be maintained at the Corporation's depository bank and shall be used solely to pay the Costs of the Projects or otherwise expended as provided in the Resolution.

SECTION 2: Construction of the Projects. The Corporation is responsible for all aspects of the acquisition, construction, reconstruction, improvement, and expansion of the Projects and in connection therewith shall comply with Applicable Law (as defined in the Resolution) relating to the construction of public works, including, without limitation, the provisions of Chapter 2253, as amended, Texas Government Code (pertaining to public works performance and payment bonds). Funds on deposit in the Construction Fund (as defined in the Resolution) may be disbursed from time to time upon request of authorized officers of the City and the Corporation to pay *Costs* (as defined in the Act) of the Projects which are then due and payable and which have not been the subject of previous disbursements from such fund. As provided in the Resolution, any interest earned on money deposited in the Construction Fund shall be transferred by the Corporation for deposit into the Bond Fund (as defined in the Resolution) once the Projects are completed.

SECTION 3: Ownership of the Projects. The City will retain ownership of the Edinburg Resource Center, the El Tule Recreation Center, and the Capable Kids Park at all times. Upon completion of the North Park Project, the Corporation will immediately transfer ownership thereof to the City. Upon completion of construction of each Project, the upkeep, operation, and maintenance of such Project will be the responsibility of the City; provided, however, that the Corporation may utilize, or transfer to the City, Pledged Revenues (as defined in the Resolution) upon complying with the provisions of Section 1 hereof, to maintain and operate any of the Projects. As provided in Section 26.B.(1) of the Resolution, any receiver appointed upon the occurrence and continuance of an Event of Default (as defined in the Resolution) shall have the powers disclosed in Section 26.B.(1) of the Resolution and Section 501.208 of the Act.

SECTION 4: Use of the Projects. The City hereby acknowledges and recognizes that the Bonds are being issued as tax-exempt obligations under and pursuant to the provisions of the Internal Revenue Code of 1986 as amended. In recognition of the fact that the City shall exercise full control and responsibility with respect to the maintenance and operation of the Projects financed with the proceeds of the Bonds, and that the City may have full or partial control of certain Bond proceeds and the investment and disbursement thereof, the City hereby makes the following representations and warranties to the Corporation:

A. Definitions. When used in this Section, the following terms have the following meanings:

Closing Date means the date of physical delivery of the Initial Bonds in exchange for the payment of the agreed purchase price for the Bonds.

Code means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

Computation Date has the meaning set forth in Section 1.148-1(b) of the Regulations.

Gross Proceeds means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Bonds.

Investment has the meaning set forth in Section 1.148-1(b) of the Regulations.

Nonpurpose Investment means any investment property, as defined in section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

Rebate Amount has the meaning set forth in Section 1.148-1(b) of the Regulations.

Regulations means any proposed, temporary, or final Income Tax Regulations issued pursuant to sections 103 and 141 through 150 of the Code, and 103 of the Internal

Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

Yield of

(1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and

(2) the Bonds has the meaning set forth in Section 1.148-4 of the Regulations.

B. Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the City shall comply with each of the specific covenants in this Section.

C. No Private Use or Private Payments. Except to the extent it will not cause the Bonds to become "private activity bonds" within the meaning of section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Bonds:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

D. No Private Loan. Except to the extent it will not cause the Bonds to become "private activity bonds" within the meaning of section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if- (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

E. Not to Invest at Higher Yield. Except to the extent it will not cause the Bonds to become "arbitrage bonds" within the meaning of section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment, if as a result of such investment the Yield of any Investment acquired with Gross Proceeds, whether then held or previously disposed of, materially exceeds the Yield of the Bonds.

F. Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of section 149(b) of the Code and the Regulations and rulings thereunder.

G. Information Report. The City shall timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

H. Rebate of Arbitrage Profits. Except to the extent otherwise provided in section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last Outstanding Bond is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Bonds with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Bonds by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall pay to the United States out of the Bond Fund or its general fund, as permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the amount that when

added to the future value of previous rebate payments made for the Bonds equals in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

I. Not to Divert Arbitrage Profits. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection H of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

J. Bonds Not Hedge Bonds.

(1) The City reasonably expects to spend at least 85% of the spendable proceeds of the Bonds within three years after such Bonds are issued.

Not more than 50% of the proceeds of the Bonds will be invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of 4 years or more.

K. Elections. The City hereby directs and authorizes the Mayor, City Manager, City Attorney, City Secretary, or any Authorized Official (as defined in the Corporation Resolution), either or any combination of them, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Bonds, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document. Such elections shall be deemed to be made on the Closing Date.

SECTION 5: Collection and Transfer of Undivided Sales Tax Receipts. The City hereby requires and orders that all remittances of commingled sales and use tax collections belonging to the City and the Corporation in undivided interests (the *Undivided Sales Tax Receipts*) shall be deposited as received, or transmitted by the Comptroller directly, to the depository account of the City held and maintained by the City at is official depository bank (the *Depository Bank*) designated from time to time by the City Council, and the City shall request the Comptroller to transmit such funds by the earliest available and feasible means under the policies of the Comptroller in effect from time to time.

Immediately upon receipt of the Undivided Sales Tax Receipts from the Comptroller, the City Manager, or his designee shall determine the share of the Undivided Sales Tax Receipts belonging to the Corporation, in accordance with the Act. Such person shall in writing certify the determined amount to the Depository Bank, and shall, by facsimile transmission provide a copy of such certification to the Corporation.

Within twenty-four hours, or during the next succeeding business day, whichever is later, after receipt, the Depository Bank, based in reliance upon such certification, shall transfer to the Corporation, in immediately available funds for deposit in the Pledged Revenue Fund, the amount of Undivided Sales Tax Receipts so certified by such person constituting the Gross Sales Tax Revenues (as defined in the Resolution).

The Depository Bank shall not have any responsibility to verify or determine the accuracy of the amounts certified to it from time to time according to this Section.

SECTION 6: Receipt and Transfer of Proceeds of Sales Tax. The Corporation agrees, in cooperation with the City, to take such actions as are required to cause the Gross Sales Tax Revenues received from the Comptroller for and on behalf of the Corporation to be transferred and deposited immediately upon receipt by the Corporation to the credit of the banking or monetary fund maintained at the depository designated by the Corporation and known on the books and records of the Corporation as the *Pledged Revenue Fund.* Thereafter, the Gross Sales Tax Revenues shall be transferred, used, and applied as directed in the Resolution.

SECTION 7: Acceptance of Depository Responsibilities. The City Manager and Executive Director of the Corporation are authorized and directed to develop procedures pursuant to which the requirements of this Financing/Use Agreement are met, including the incorporation of this Financing/Use Agreement by the City and Corporation into and as part of the bidding procedures by which the City and Corporation designate and select their respective Depository Bank or Banks from time to time.

Each Depository Bank, by its acceptance of its designation as depository of the City, agrees to abide by the terms and provisions of this Financing/Use Agreement.

All reasonable costs, if any, of the Depository Bank associated with the administration of the terms and provisions of this Financing/Use Agreement shall be paid for by the Corporation as an administrative expense under the Resolution and shall be paid by the Corporation upon receipt of statements therefor from the Depository Bank. Such costs, if any, shall never constitute a cost, liability, or obligation of the City.

SECTION 8: Effect of Agreement. The City and the Corporation acknowledge that the Bonds issued under the Resolution will be purchased in reliance upon timely and diligent compliance with the terms and requirements of this Financing/Use Agreement.

SECTION 9: Modifications. This Financing/Use Agreement shall not be changed orally, and no executory agreement shall be effective to waive, change, modify or discharge this

Financing/Use Agreement in whole or in part unless such executory agreement is in writing and is signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought and to the extent that the provisions of Sections 1, 2, 6, or 7 hereof are subject to any such proposed waiver, change, modification or discharge, the prior consent of the owners of a majority in aggregate principal amount of all Bonds Outstanding under the Resolution must be obtained; provided that, Sections 1, 2, 6, and 7 may be waived, changed or modified without the consent or approval of any holder of the Bonds, for any of the following purposes (i) to make changes necessary to conform to changes in the Resolution, in Applicable Law or in the practices employed by the Comptroller with respect to remitting proceeds of the Sales Tax, (ii) to cure any formal defect, omission or ambiguity herein, (iii) to add to the covenants and agreements of the City any other covenants and agreements which are not contrary to or inconsistent with the Resolution, (iv) to satisfy any requirements imposed by a rating agency if necessary to maintain the then current rating on any Bonds, (v) to specify further the duties and responsibilities of, and to define further the relationship among the City, the Depository Bank and the Corporation, and (vi) to make any other changes which will not materially adversely affect the rights of any owners of the Bonds outstanding under the Resolution.

SECTION 10: Entire Agreement. This Financing/Use Agreement contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes all prior agreements and understandings between the parties pertaining to such subject matter.

SECTION 11: Counterparts. This Financing/Use Agreement may be executed in several counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Financing/Use Agreement.

SECTION 12: Severability. If any provision of this Financing/Use Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Financing/Use Agreement shall nonetheless remain in full force and effect.

SECTION 13: Applicable Law. This Financing/Use Agreement shall in all respects be governed by, and construed in accordance with, the substantive federal laws of the United States and the laws of the State of Texas.

SECTION 14: Captions. The section headings appearing in this Financing/Use Agreement are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

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IN WITNESS WHEREOF, the parties hereto have executed this Financing/Use Agreement to be effective as of the date and year first above written.

EDINBURG ECONOMIC DEVELOPMENT CORPORATION	CITY OF EDINBURG, TEXAS
President, Board of Directors	Mayor
ATTEST:	ATTEST:
Secretary, Board of Directors	City Secretary
(CORPORATION SEAL)	(CITY SEAL)
APPROVED AS TO FORM:	APPROVED AS TO FORM:
Corporation Attorney	City Attorney

Edinburg Economic Development Corporation
Meeting Date:January 26, 2021

Consider approval of term waiver for incentive payments to TP UT RGV, LLC, due to experienced hardship resulting from the COVID-19 pandemic and declared state of disaster.

1. **Agenda Item:**
   Consider approval of term waiver for incentive payments to TP UT RGV, LLC, due to experienced hardship resulting from the COVID-19 pandemic and declared state of disaster.
2. **Description/Scope:**
   On January 21, 2019, the EEDC agreed to contribute up to $150,000.00 in financial incentives, paid for through sales tax revenue, to TP UT RGV, LLC, for site improvements and employment of 50 full-time employees in each of two locations:

   Location 1: Taco Palenque: 1414 W. University Dr., Edinburg Texas 78539

   Location 2: Palenque Grill: The Shoppes at RGV, Lot 11 Edinburg Texas 78539

   The agreement stipulated three annual payments of $25,000 for each location after certain conditions were met.

   Location 1

   The first installment of $25,000.00 was paid on October 25, 2019, upon issuance of the Certificate of Occupancy on September 20, 2019. TP UT RGV, LLC, is requesting the second installment of $25,000.00. However, the company has not met the conditions of the contract because they do not have 50 full-time employees at that location, reportedly due to the continuous hardship of the COVID-19 pandemic and the declared state of disaster.

   Location 2

   The first installment of $25,000.00 was paid on January 17, 2020, upon issuance of the Certificate of Occupancy on December 17, 2019. TP UT RGV, LLC, is requesting the second installment of $25,000.00. Conditions of the contract have been met for this location because they have provided documentation of 50 full-time employees.

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

4. **Budget:**
   The incentive payments of $25,000 for each location were budgeted in FY 2021.

5. **Procurement/Selection Process:**

   N/A

6. **Staff's Recommendation:**
   Staff recommends approval of the $25,000 payment for each location.

7. **Justification:**
   Given the ongoing challenges related to operating a restaurant in the COVID-19 environment, and particularly the mandated closure under executive order, staff recommends approving payments for Location 1 and Location 2. The attached spreadsheet shows more than 50 full-time employees at Location 1 before the onset of the pandemic and it is reasonable to assume that the company could have met the terms of the contract at that location, if not for these extraordinary circumstances resulting from the pandemic.

____

Blanca Davila
Director of Economic Development

ATTACHMENTS

Attachment A: 2019-01-21 Dev Agreement TP UT RGV Executed
Attachment B: Compliance Form
Attachment C: Monthly Payroll for Taco Palenque 1414 W. University Dr.
Attachment D: December 2020 Payroll for Palenque Grill The Shoppes at RGV, Lot 11

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

STATE OF TEXAS § DEVELOPMENT AGREEMENT BETWEEN
COUNTY OF HIDALGO § EDINBURG ECONOMIC DEVELOPMENT
CITY OF EDINBURG § CORPORATION AND TP UT RGV, LLC

This Development Agreement is made by and between the Edinburg Economic Development Corporation (hereinafter the "EEDC"), a non-profit Development Corporation created under the Texas Development Corporation Act, Texas Local Government Code Chapter 501 et seq, as amended (hereinafter "the Act") whose principal place of business is located at 415 W. University Dr., Edinburg, Texas 78541, and TP UT RGV, LLC whose business is located at 6999 McPhearson Rd. Ste 328, Laredo, TX 78041.

RECITALS

WHEREAS, the EEDC seeks to provide economic incentives to TP UT RGV, LLC, a restaurant/food service establishment whose corporate address is 6999 McPhearson Rd. Ste 328, Laredo, TX 78041; and

WHEREAS, TP UT RGV, LLC endeavors to make substantial improvements at its two project locations: the first location, a Taco Palenque restaurant, to be constructed at 1414 W. University Dr., Edinburg, TX, 78539, which including the cost of the land, the construction of the necessary infrastructure, and the construction of the restaurant at the first location, shall result in an investment amount of approximately THREE MILLION SIX HUNDRED THOUSAND AND 00/100^{THS} ($3,600,000.00), and, the second location, a Palenque Grill restaurant, to be constructed at The Shoppes at RGV, Lot 11, Edinburg, TX 78539 which including the cost of the land, the construction of the necessary infrastructure, and the construction of the restaurant at the second location, shall result in an investment amount of approximately FOUR MILLION SIX HUNDRED THOUSAND AND 00/100^{THS} ($4,600,000.00) (hereinafter "Sites")

WHEREAS, TP UT RGV, LLC by the efforts described herein is making a significant investment in the City of Edinburg; and,

WHEREAS, TP UT RGV, LLC is also providing significant employment opportunities for residents of the City of Edinburg, Texas; and

WHEREAS, TP UT RGV, LLC is seeking economic incentives from the EEDC in the amount of ONE HUNDRED FIFTY THOUSAND AND 00/100THS DOLLARS ($150,000.00) for certain site improvements being constructed by TP UT RGV, LLC, as part of the Development, including land acquisition, construction of building, signage, parking lot paving, infrastructure, outside lighting, and landscaping, as outlined on the construction budget attached hereto as Exhibit "A", (hereinafter collectively the "Site Improvements");

WHEREAS, on November 13, 2018, the board of directors of the EEDC approved the terms of this agreement and found that the Site Improvements are necessary for the development of new or expanded business enterprises in the City of Edinburg and agrees to contribute economic incentives to TP UT RGV, LLC for said Site Improvements, up to the amount of ONE HUNDRED FIFTY THOUSAND AND 00/100THS DOLLARS ($150,000.00); and

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and agreements set forth in this agreement, the EEDC and TP UT RGV, LLC have agreed and do hereby agree to the following:

SECTION I
IMPROVEMENTS, FEES AND TERMS

A. TP UT RGV, LLC agrees to complete the Site Improvements for the first location, a Taco Palenque restaurant, within twelve (12) months from the date of the execution of this agreement and agrees to complete the Site Improvements for the second location, a Palenque Grill restaurant, within fifteen (15) months from the date of the execution of this agreement. All Site Improvements are a portion of the work being completed as part of the two locations. The first location shall include construction of approximately 4400 sq.ft. Taco Palenque restaurant space, along with signage, parking lot paving, outside lighting, infrastructure, and landscaping as indicated in Exhibit "B" attached hereto. The second location shall include construction of approximately 7000 sq.ft. Palenque Grill restaurant space, along with signage, parking lot paving, outside lighting, infrastructure, and landscaping as indicated in Exhibit "B" attached hereto.

B. TP UT RGV, LLC agrees and covenants that it will use commercially reasonable efforts to pursue the completion of the Site Improvements as good and valuable consideration for this agreement. TP UT RGV, LLC further covenants and agrees that all construction for the Site Improvements, will be in accordance with applicable federal, state and local laws and regulations, or valid waiver thereof.

C. The EEDC shall reimburse TP UT RGV, LLC for a portion of the costs of the Site Improvements in an amount not to exceed ONE HUNDRED FIFTY THOUSAND AND 00/100THS DOLLARS ($150,000.00). All costs of Site Improvements in excess of ONE HUNDRED FIFTY THOUSAND AND 00/100THS DOLLARS ($150,000.00) shall be borne on TP UT RGV, LLC. Payments shall be made as set forth below.

D. The EEDC shall reimburse TP UT RGV, LLC up to ONE HUNDRED FIFTY THOUSAND AND 00/100THS DOLLARS ($150,000.00) for the cost of Site Improvements. Reimbursement by the EEDC to TP UT RGV, LLC for the Site Improvements shall be made based upon copies of receipts, invoices, and other evidence of actual costs incurred and paid as may be required by the EEDC and upon the timely completion of the Site Improvements. Payments shall be per location, as follows:

    a. EEDC shall pay TWENTY FIVE THOUSAND DOLLARS ($25,000.00) upon the issuance of the Certificate of Occupancy for the first location, Taco Palenque restaurant, which must occur within twelve (12) months of the execution of this agreement. Thereafter, EEDC shall pay a second installment, for the first location, in the amount of TWENTY FIVE THOUSAND DOLLARS ($25,000.00) on the first anniversary of the issuance of the Certificate of

Occupancy for the first location and the verification of fifty (50) full time employees at said location. Thereafter, EEDC shall pay a third installment, for the first location, in the amount of TWENTY FIVE THOUSAND DOLLARS ($25,000.00) on the second anniversary of the issuance of the Certificate of Occupancy for the first location and the verification of fifty (50) full time employees at said location.

b. EEDC shall pay TWENTY FIVE THOUSAND DOLLARS ($25,000.00) upon the issuance of the Certificate of Occupancy for the second location, Palenque Grill restaurant, which must occur within fifteen (15) months of the execution of this agreement. Thereafter, EEDC shall pay a second installment, for the second location, in the amount of TWENTY FIVE THOUSAND DOLLARS ($25,000.00) on the first anniversary of the issuance of the Certificate of Occupancy for the second location and verification of fifty (50) full time employees at said location. Thereafter, EEDC shall pay a third installment, for the second location, in the amount of TWENTY FIVE THOUSAND DOLLARS ($25,000.00) on the second anniversary of the issuance of the Certificate of Occupancy for the second location and verification of fifty (50) full time employees at said location.

E. The maximum amount to be paid under this agreement shall be no more than $50,000.00 in any 12 month period.

F. If TP UT RGV, LLC fails to complete all requirements under this agreement, including the construction of both locations, within fifteen (15) months of the date of the execution of this agreement, TP UT RGV, LLC. agrees, and shall be required, to refund all payments made by EEDC under this agreement within thirty (30) days of any demand made.

G. If TP UT RGV, LLC. permanently ceases to do business or sells either or both restaurants made the subject of this agreement within three (3) years of the last date of any payment made under this agreement, TP UT RGV, LLC shall reimburse EEDC for any and all payments made under this agreement within thirty (30) days of ceasing business or sale of the business or businesses, whichever event causes the reimbursement requirement.

H. The construction of the Site Improvements is to be substantially complete on or before fifteen (15) months after the date of this agreement, provided that TP UT RGV, LLC shall have additional time to complete the construction of the Site Improvements, as may be required in the event of "force majeure", if TP UT RGV, LLC is diligently and faithfully pursuing completion of the Site Improvements. For this purpose "force majeure" shall mean an event beyond the reasonable control of TP UT RGV, LLC including, but not limited to, acts of God, earthquake, fire, explosion, war, civil insurrection, acts of the public enemy, act of civil or military authority, sabotage, terrorism, floods, lightning, hurricanes, tornadoes, severe snow storms or utility disruption, strikes, lockouts, major equipment failure or the failure of any major supplier to perform its obligations.

I. TP UT RGV, LLC understands that all incentives agreed to by the EEDC, as set forth in this agreement, are subordinate to and subject to any outstanding bond agreements and/or obligations, as well as the availability of any funds for the incentives as described herein.

SECTION II
RIGHT OF ACCESS

A. TP UT RGV, LLC further agrees that the EEDC, its agents and employees, shall have reasonable right of access to the Sites in order to insure that the construction of the Site Improvements are in accordance with this agreement and with all applicable federal, state and local laws and regulations or valid waiver thereof. After completion of the Site Improvements the EEDC shall have the continuing right to inspect the Sites to insure that the Sites are thereafter maintained and operated in accordance with this agreement. The EEDC agrees to provide TP UT RGV, LLC with reasonable prior notice of any such access to or inspection of the Sites.

SECTION III
INDEMNITY / THIRD PARTY CLAIMS

A. It is understood and agreed between the parties that TP UT RGV, LLC in performing its obligations hereunder, is acting independently and the EEDC assumes no responsibility or liability in connection therewith to third parties and TP UT RGV, LLC agrees to indemnify and hold harmless the EEDC therefrom.

SECTION IV
TERMINATION/DEFAULT

A. This agreement may be terminated by the EEDC at its sole discretion and without prejudice to any other remedy to which it may be entitled at law or in equity or elsewhere under this agreement by giving written notice of termination to TP UT RGV, LLC if the latter shall:

1) Voluntarily file for bankruptcy protection or be adjudicated voluntary or involuntary bankrupt;
2) Institute or suffer to be instituted any proceeding for a reorganization or rearrangement of its affairs;
3) Make an assignment for the benefit of creditors;
4) Become insolvent or have a receiver of its assets or property appointed;
5) Allow any money judgment against it to remain unsatisfied for a period of thirty (30) days or longer; or
6) Breach any of the terms or conditions of this agreement.

SECTION V
ALTERNATE DISPUTE RESOLUTION/ NEUTRAL PARTY

A. Any controversy, claim or dispute between the parties arising out of or relating to the provisions of this agreement or the breach, termination or validity thereof shall, upon written request of either party, immediately be referred jointly for resolution of the controversy by mediation.

B. The mediation must be concluded within any period mutually agreed upon by the parties but in no event no later than within forty-five (45) days after written notice is given by either party of its intent to proceed to mediation. Unless the parties expressly agree otherwise, each party shall bear its own costs, legal, expert fees, and mediator fees incurred in the mediation. If, after proceeding in good faith the parties, with the assistance of a mediator, do not resolve the dispute within the forty-five (45) day period, the parties may proceed in accordance with paragraph (C) below.

C. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute, under the provisions as set forth herein.

SECTION VI
GENERAL TERMS

A. Assignment. The parties shall not assign this agreement without the written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed.

B. Successor and Assigns. This agreement shall bind and inure to the benefit of the respective parties and their respective permitted successors and assigns.

C. Entire agreement. This agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this contract, and contains all of the covenants and agreements between the parties with respect to the subject matter. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not set forth in this contract, and that no agreement, statement, or promise not contained in this contract shall be valid or binding.

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

E. Further Assurances. The parties shall execute, acknowledge and deliver any and all such further agreements and instruments as the other party may reasonably request from time to time in order to give full effect to this agreement.

F. Notice. All notices, requests, demands, and other communications required or permitted to be given hereunder shall be in writing and shall be either personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, by facsimile with facsimile generated confirmation of receipt, or by private overnight courier service to the appropriate party at the address set forth below:

If to the EEDC,	to:	Edinburg EDC 415 W. University Dr. Edinburg, Texas 78541 Attn: Joey Treviño
With a copy	to:	Aaron I. Vela, Attorney at Law VELA Law Firm 200 E. Cano Edinburg, Texas 78539
If to TP UT RGV, LLC	to:	TP UT RGV, LLC ATTN: Juan Francisco Ochoa 6999 McPhearson Rd. Ste 328 Laredo, TX 78041

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

G. Waiver. The waiver by either party of a breach of any provision of this agreement shall not operate or be construed as a continuing waiver of any subsequent breach by either party. No waiver by either party of any provision or condition to be performed shall be deemed a waiver of similar or dissimilar provisions or conditions at the same time or any prior or subsequent time.

H. Governing Law and Exclusive Venue. This agreement shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to such State's conflicts of laws provisions. Venue for any dispute arising out of or concerning this agreement shall lie exclusively in a court of competent jurisdiction in Hidalgo County, Texas.

I. Severability. Whenever possible, each provision and term of this agreement will be interpreted in a manner to be effective and valid, but if any provision or term of this agreement is held to be prohibited by law or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this agreement.

J. Counterparts. This agreement may be executed simultaneously in one or more original or facsimile counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS HEREOF, the parties hereto have executed this agreement on this 21st day January, of 2019.

APPROVED:

EDINBURG ECONOMIC DEVELOPMENT CORPORATION

By: ______________________
Plinio "Joey" Treviño,
Executive Director

TP UT RGV, LLC

By: ______________________
Juan Francisco Ochoa, CEO

APPROVED AS TO FORM ONLY:

By: Aaron Vela
Aaron I. Vela,
Attorney for EEDC

INCENTIVE COMPLIANCE FORM

This document is used to assist the City of Edinburg Economic Development determine business incentive compliance with funding and required deliverables as per executed contract. Business incentives are subject to approval by the City of Edinburg Economic Development Corporation Board of Directors.

Business Information

Business Name: TP UT RGV, LLC

Business Address: 6999 McPhearson Rd, Ste 328

City: Laredo State: Texas Zip Code: 78041

Phone Number: 956-726-3800 Email : jperesbarbosa@palenquegroup.com

Point of Contact: Javier Peresbarbosa Title: Growth Expansion Manager

Contract Information

Contract Date: 01/21/2019

Incentive Amount: **$** 150,000

Contract Terms:

EEDC agrees to contribute incentives to TP UT RGV,LLC for site improvements up to the amount of 150,000 for two locations:
Location 1: Taco Palenque: 1414 W. University Dr., Edinburg Texas 78539
Location 2: Palenque Grill: The Shoppes at RGV, Lot 11 Edinburg Texas 78539

Reimbursements should be distributed as follows:
Taco Palenque:
- 1st Installment of 25,000 upon issuance of certificate of occupancy for first location, Taco Palenque, which must occur within 12 months of the execution of this agreement.
- 2nd Installment of 25,000 on the first anniversary of the issuance of certificate of occupancy and the verification of 50 full time employees at location 1.
- 3rd Installment of 25,000 on the second anniversary of the issuance of certificate of occupancy and the verification of 50 full time employees at location 1.

Palenque Grill:
- 1st Installment of 25,000 upon issuance of certificate of occupancy for second location, Palenque Grill, which must occur within 12 months of the execution of this agreement.
- 2nd Installment of 25,000 on the first anniversary of the issuance of certificate of occupancy and the verification of 50 full time employees at location 2.
- 3rd Installment of 25,000 on the second anniversary of the issuance of certificate of occupancy and the verification of 50 full time employees at location 2.

Contract Deliverable Compliance and Payments

Deliverable Description	Deliverable Completion Date	Provided Required Documentation	Payment Amount	Check Date	Notes
Location 1, Taco Palenque, Certificate of Occupancy	09/20/2019	Certificate of Occupancy for Taco Palenque	25,000	10/25/2019	
Location 2, Palenque Grill, Certificate of Occupancy	12/17/2019	Certificate of Occupancy for Palenque Grill	25,000	01/17/2020	
One year anniversary of issuance of certificate of occupancy for location 1: Taco Palenque and verification of 50 full time employees for said location.	09/20/2020	Completed one year anniversary Provided payroll reports for employees.	25,000	pending	Requesting waiver
One year anniversary of issuance of certificate of occupancy for location 2: Palenque Grill and verification of 50 full time employees for said location.	12/17/2020	Completed one year anniversary Provided payroll reports for employees.	25,000	pending	Reviewed by: Nidian Elizondo

NOTE: Please ensure to include attachments as supporting documentation. Attachments may include but are not limited to pictures of project progress, employee information, employee payroll reports, certificate of occupancy, or any information relevant to the project as specified in the executed contract.

Personal en Nómina Mensual Taco Palenque UTRGV

Septiembre 2019 a Septiembre 2020

Fuente: Reporte de Nómina ADP

Período	Personal	Promedios	
Septiembre 2019	81	65	Promedio de personal antes de la pandemia
Octubre 2019	76		
Noviembre 2019	65		
Diciembre 2019	74		
Enero 2020	49		
Febrero 2020	46		
Marzo 2020	41	39	Promedio de personal después de la pandemia
Abril 2020	36		
Mayo 2020	44		
Junio 2020	42		
Julio 2020	39		
Agosto 2020	36		
Septiembre 2020	37		
		51	Promedio de personl durante el año de operaciones

Unidad de negocio	Palenque Grill / Trenton / Edinburg
Start date	12/18/2020
End date	12/18/2020

Company Code	Unidad de Negocio	Job Title Description
LZW	Palenque Grill / Trenton / Edinburg	Cook
LZW	Palenque Grill / Trenton / Edinburg	Manager
LZW	Palenque Grill / Trenton / Edinburg	Host
LZW	Palenque Grill / Trenton / Edinburg	Dishwasher
LZW	Palenque Grill / Trenton / Edinburg	Assistant Manager
LZW	Palenque Grill / Trenton / Edinburg	Busser
LZW	Palenque Grill / Trenton / Edinburg	Host
LZW	Palenque Grill / Trenton / Edinburg	Busser
LZW	Palenque Grill / Trenton / Edinburg	Cook
LZW	Palenque Grill / Trenton / Edinburg	Linea
LZW	Palenque Grill / Trenton / Edinburg	Busser
LZW	Palenque Grill / Trenton / Edinburg	Cashiers
LZW	Palenque Grill / Trenton / Edinburg	Busser
LZW	Palenque Grill / Trenton / Edinburg	Parrilerro
LZW	Palenque Grill / Trenton / Edinburg	Cook
LZW	Palenque Grill / Trenton / Edinburg	Busser
LZW	Palenque Grill / Trenton / Edinburg	Shift Manager
LZW	Palenque Grill / Trenton / Edinburg	Server
LZW	Palenque Grill / Trenton / Edinburg	Parrilerro
LZW	Palenque Grill / Trenton / Edinburg	Server
LZW	Palenque Grill / Trenton / Edinburg	Busser
LZW	Palenque Grill / Trenton / Edinburg	Cook
LZW	Palenque Grill / Trenton / Edinburg	Bartender
LZW	Palenque Grill / Trenton / Edinburg	Server
LZW	Palenque Grill / Trenton / Edinburg	Dishwasher
LZW	Palenque Grill / Trenton / Edinburg	Host
LZW	Palenque Grill / Trenton / Edinburg	Server
LZW	Palenque Grill / Trenton / Edinburg	Parrilerro
LZW	Palenque Grill / Trenton / Edinburg	General Manager
LZW	Palenque Grill / Trenton / Edinburg	Server
LZW	Palenque Grill / Trenton / Edinburg	Parrilerro
LZW	Palenque Grill / Trenton / Edinburg	Server
LZW	Palenque Grill / Trenton / Edinburg	Maintenance
LZW	Palenque Grill / Trenton / Edinburg	Linea
LZW	Palenque Grill / Trenton / Edinburg	Cook
LZW	Palenque Grill / Trenton / Edinburg	Server
LZW	Palenque Grill / Trenton / Edinburg	Cook
LZW	Palenque Grill / Trenton / Edinburg	Server
LZW	Palenque Grill / Trenton / Edinburg	Server
LZW	Palenque Grill / Trenton / Edinburg	Bartender
LZW	Palenque Grill / Trenton / Edinburg	PR Manager
LZW	Palenque Grill / Trenton / Edinburg	Host
LZW	Palenque Grill / Trenton / Edinburg	Server

LZW	Palenque Grill / Trenton / Edinburg	Manager
LZW	Palenque Grill / Trenton / Edinburg	Server
LZW	Palenque Grill / Trenton / Edinburg	Server
LZW	Palenque Grill / Trenton / Edinburg	Busser
LZW	Palenque Grill / Trenton / Edinburg	Dishwasher
LZW	Palenque Grill / Trenton / Edinburg	Cashiers
LZW	Palenque Grill / Trenton / Edinburg	Bartender
LZW	Palenque Grill / Trenton / Edinburg	Host
LZW	Palenque Grill / Trenton / Edinburg	Dishwasher
LZW	Palenque Grill / Trenton / Edinburg	Bartender
LZW	Palenque Grill / Trenton / Edinburg	Server
LZW	Palenque Grill / Trenton / Edinburg	Server
LZW	Palenque Grill / Trenton / Edinburg	Server
LZW	Palenque Grill / Trenton / Edinburg	Busser
LZW	Palenque Grill / Trenton / Edinburg	Cook
LZW	Palenque Grill / Trenton / Edinburg	Parrilerro
LZW	Palenque Grill / Trenton / Edinburg	Bartender
		60

Payroll Name	Regular Pay Rate Amount	Position ID
	$11.00	LZW006531
	$685.00	LZW009564
	$8.00	LZW004551
	$10.00	LZW000765
	$800.00	LZW000110
	$9.50	LZW017821
	$8.00	LZW003231
	$8.00	LZW009652
	$11.00	LZW035401
	$9.50	LZW009920
	$8.00	LZW039482
	$8.00	LZW008905
	$8.00	LZW000333
	$12.00	LZW089081
	$13.00	LZW001781
	$8.00	LZW006019
	$800.00	LZW000299
	$2.13	LZW051991
	$12.00	LZW082641
	$10.00	LZW008726
	$8.00	LZW044771
	$9.00	LZW006010
	$8.00	LZW006242
	$2.13	LZW057321
	$10.00	LZW031441
	$8.25	LZW008054
	$2.13	LZW000989
	$10.00	LZW062153
	$1,350.00	LZW004569
	$2.13	LZW001190
	$11.00	LZW000355
	$2.13	LZW004207
	$375.00	LZW007052
	$10.00	LZW025311
	$10.50	LZW003008
	$2.13	LZW000768
	$11.00	LZW002511
	$3.50	LZW000958
	$2.13	LZW001794
	$8.00	LZW002061
	$685.00	LZW078201
	$9.00	LZW005678
	$2.13	LZW009072

$7.50	LZW003102
$3.50	LZW008414
$2.13	LZW007756
$10.00	LZW003491
$8.00	LZW068951
$8.00	LZW016851
$8.00	LZW020351
$8.00	LZW057491
$8.00	LZW005135
$8.00	LZW009124
$12.00	LZW001127
$2.13	LZW003284
$2.15	LZW004903
$8.00	LZW004596
$8.50	LZW004016
$9.50	LZW000685
$8.00	LZW000823

Home Department Description	Benefits Eligibility Class Description
Employees	Full Time Hourly
Manager	Full Time Salaried
Employees	Full Time Hourly
Employees	Full Time Hourly
Manager	Full Time Salaried
Employees	Full Time Hourly
Employees	Full Time Hourly
Employees	Full Time Hourly
Employees	Full Time Hourly
Employees	Full Time Hourly
Employees	Full Time Hourly
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Employees	Full Time Hourly
Employees	Full Time Hourly
Employees	Full Time Hourly
Employees	Full Time Hourly
Manager	Full Time Salaried
Employees	Full Time Hourly
Employees	Full Time Hourly
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Employees	Full Time Hourly
Employees	Full Time Hourly
Employees	Full Time Hourly
Employees	Full Time Hourly
Employees	Full Time Hourly
Employees	Full Time Hourly
Employees	Full Time Hourly
Manager	Full Time Salaried
Employees	Full Time Hourly
Employees	Full Time Hourly
Employees	Full Time Hourly
Maintenance	Full Time Salaried
Employees	Full Time Hourly
Employees	Full Time Hourly
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Manager	Full Time Salaried
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Employees	Full Time Hourly

Edinburg Economic Development Corporation
Meeting Date:January 26, 2021

Consider authorizing City Manager and Economic Development staff to negotiate and enter into an agreement with Development Counsellors International (DCI).

1. **Agenda Item:**
   Consider authorizing City Manager and Economic Development staff to negotiate and enter into an agreement with Development Counsellors International (DCI).
2. **Description/Scope:**
   The Economic Development Department solicited Request for Proposals (RFP's) to seek a firm to provide digital media services, including the economic development branding and strategy, digital marketing, a functional, mobile-friendly website, and video and photography services.

   The RFP Bid Opening date was January 4, 2021 at 3:00 PM. A total of 8 bid proposals were submitted including the following:

   1. Brandera - Fort Worth,TX
   2. DCI - New York, NY
   3. MADD Media - McAllen, TX
   4. MindEcology - Austin, TX
   5. The Social Agency - San Antonio, TX
   6. Triggers Media - Mission, TX
   7. WeUsThem - Halifax, NS B3J 3K9, Canada
   8. XNTL Cross National Communications Partners - San Antonio, TX

   The Marketing Services evaluation committee met on Thursday, January 14, 2021 at 10:00 AM to rank and score the proposals. The committee agreed to request a 15-minute presentation from three firms with the highest scores. The three firms are Brandera (Fort Worth), DCI (New York), and WeUsThem (Canada) in no particular order.

   The presentations were scheduled for Thursday, January 21, 2021 at 10:00 AM. The committee agreed on DCI 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. The proposal includes a timetable that runs through January 2022.

4. **Budget:**

   The EDC has budgeted up to $100,000.00 for Marketing Services.

5. **Procurement/Selection Process:**

   A Request for Proposals was posted Friday, December 18, 2020.

   The first publication date was Friday, December 18, 2020.

   The second publication date was Friday, December 25, 2020.

   The bid opening date was Monday, January 4, 2021.

   The evaluation committee meeting was Thursday, January 14, 2021.

   Presentations to the committee were Thursday, January 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: Marketing Services RFP Final Ranking & Scoring

Approved:	_________
Not Approved:	_________
Tabled:	_________
No Action:	

RFP # 2021-005

Marketing Services

Thursday, January 14, 2021

REQUEST FOR PROPOSALS (RFP) SUBMITTALS		TOTALS
1	Brandera	427
2	DCI	465
3	MADD Media	308
4	MindEcology	385
5	The Social Agency	406
6	Triggers Media	416
7	XNTL Cross National Communications Partners	426
8	WeUSThem	447
9	TOTALS	3280

NOTES:

On January 14, 2021 the evaluation committee requested presentations from the three firms with the highest scores: BrandEra, DCI, and WeUsThem.

On January 21, 2021 the evaluation committee decided on the final recommendation to be DCI.

Edinburg Economic Development Corporation
Meeting Date:January 26, 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. (Â§551.072. Deliberation Regarding Real Property; Closed Meeting)
2. **Description/Scope:**
   Closed Meeting.
3. **Estimated Timeline:**
4. **Budget:**
5. **Procurement/Selection Process:**
6. **Staff's Recommendation:**
7. **Justification:**

____
Blanca Davila
Director of Economic Development

ATTACHMENTS

Approved:	_________
Not Approved:	_________
Tabled:	_________
No Action:	