



**EDINBURG CITY COUNCIL AND
HIDALGO COUNTY COMMISSIONERS COURT
CITY OF EDINBURG, HIDALGO COUNTY, TEXAS**

Location: City of Edinburg
City Hall-Council Chambers
415 West University Dr.
Edinburg, Texas 78541
MARCH 08, 2016

**JOINT SPECIAL MEETING AGENDA
2:00 PM**

I. CALL TO ORDER, ESTABLISH QUORUM

II. CERTIFICATION OF PUBLIC NOTICE

III. PRESENTATION

A. Discussion Regarding the County of Hidalgo New Courthouse Project. [Richard M. Hinojosa, City Manager]

IV. MEMORANDUM OF UNDERSTANDING

A. Consider Authorizing the Mayor to Enter Into a Memorandum of Understanding (MOU) Between the County of Hidalgo and the City of Edinburg for the Development of and Funding for a New Hidalgo County Courthouse to be Located in Edinburg, Texas. [Sonia Marroquin, Assistant City Manager]

V. CONTRACTUAL

A. Consider Approving the Agreement for the Operation of the Racetrack to CPR Motorsport Entertainment Based on RFQ 2016-006, and Authorize City Manager to Enter into an Agreement Relating Thereto. [Ponciano N. Longoria P.E., C.F.M., Director of Public Works]

VI. CONSENT AGENDA

A. Consider Rescheduling the Tuesday, March 15, 2016 Regular City Council Meeting to Tuesday, March 22, 2016. [Myra L. Ayala Garza, City Secretary]

VII. EXECUTIVE SESSION

The City Council will convene in Executive Session, in accordance with the Texas Open

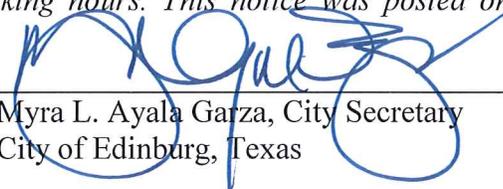
Meetings Act, Vernon's Texas Statutes and Codes Annotated, Government Code, Chapter 551, Subchapter D, Exceptions to Requirement that Meetings be Open. The City Council May Elect To Go Into Executive Session On Any Item Whether Or Not Such Item Is Posted As An Executive Session Item At Any Time During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

OPEN SESSION

The City Council 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.

VIII. ADJOURNMENT

I hereby certify this Notice of a City Council Special 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 March 04, 2016 at 4:12 p.m.

By: 

Myra L. Ayala Garza, City Secretary
City of Edinburg, Texas

Disability Access Statement

Persons with disabilities who plan to attend this meeting and who may need auxiliary aid or services are requested to contact the City Secretary Department at (956) 388-8204 at least two business days prior to the meeting so that appropriate arrangements can be made. The accessible entrance and accessible parking spaces are located at Edinburg City Hall, 415 West University.

MEMORANDUM OF UNDERSTANDING

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL SPECIAL MEETING
MARCH 08, 2016

Consider Authorizing the Mayor to Enter Into a Memorandum of Understanding (MOU) Between the County of Hidalgo and the City of Edinburg for the Development of and Funding for a New Hidalgo County Courthouse to be Located in Edinburg, Texas. [Sonia Marroquin, Assistant City Manager]

STAFF COMMENTS AND RECOMMENDATION:

The purpose of the Memorandum of Understanding ("MOU") is to memorialize the commitments made by the County of Hidalgo and the City of Edinburg for the construction of a new Hidalgo County Courthouse to be located in the county seat of Edinburg, Texas. The new Courthouse will serve the increasing judicial needs of the County as well as revitalize the downtown Edinburg area; compliment the growth of the University of Texas Rio Grande Valley; and spur economic development in the community.

The County is committed to constructing and operating the new Hidalgo County Courthouse and expects that the Courthouse will 1) be built on the existing courthouse square in downtown Edinburg; 2) serve the existing courts in Hidalgo County, and allow for consideration for future courts; 3) serve the County Clerk & District Clerk and other offices to support court operations; 4) improve safety & health conditions for all visitors, employees, and those who conduct business at the Courthouse; 5) accommodate parking for employees & others with business at the Courthouse; 6) increase opportunities for economic development; 7) benefit the citizens of the City and the County.

The City desires to cooperate by contributing to the County twenty percent (20%) of the cost of development and construction of the Courthouse Project, not to exceed \$30,000,000.00, with the current estimate of the total project cost being \$150,000,000.00. If the total project cost is reduced, the City's contribution commitment shall be reduced accordingly to maintain the 20% contribution. If the City pays the contribution over time instead of paying the entire commitment upfront, the City will give consideration to including payments of interest accrued over the finance period (plus the 20% of the cost of the Courthouse).

Additional terms are to be determined and will be subject to one or more additional agreements between the City and County which may include an Interlocal Agreement &/or a Chapter 380 Agreement.

RECOMMENDATION:

Approve Authorizing the Mayor to Enter Into a Memorandum of Understanding (MOU) Between the County of Hidalgo and the City of Edinburg for the Development of and Funding for a New Hidalgo County Courthouse to be Located in Edinburg, Texas.

REVIEWED BY:

PREPARED BY:

/s/ Ricardo Palacios by CP
Ricardo Palacios
City Attorney

/s/Sonia Marroquin

/s/Ascencion Alonzo
Ascencion Alonzo
Director of Finance

/s/Richard M. Hinojosa
Richard M. Hinojosa
City Manager

/s/Sonia Marroquin

RECORD OF VOTE:

APPROVED _____
DISAPPROVED _____
TABLED _____
NO ACTION _____

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember

MEMORANDUM OF UNDERSTANDING

Between

THE COUNTY OF HIDALGO

and

THE CITY OF EDINBURG

REGARDING THE DEVELOPMENT OF AND FUNDING FOR A NEW HIDALGO
COUNTY COURTHOUSE TO BE LOCATED IN EDINBURG, TEXAS

1. Purpose

The purpose of this Memorandum of Understanding (“MOU”) is to memorialize the commitments made by the County of Hidalgo (the “County”), and the City of Edinburg (the “City”) in furtherance of the construction of a new Hidalgo County Courthouse (the “Courthouse”), to be located in the county seat of Edinburg, Texas.

2. Background

Originally constructed in 1954, the existing courthouse accommodated five courts that served a small rural community with a population of 168,000. Today, Hidalgo County has 24 courts with a population nearing 900,000. The increase of over 475% in number of courtrooms requires County and City leaders to address the need for a new Courthouse that can accommodate all of the current County courts, while considering our continuing growth and the changing landscape that has become known as downtown Edinburg. In addition to serving the judicial needs of the County, a new Courthouse in downtown Edinburg is expected to revitalize the area, compliment the growth of the University of Texas RGV, and spur economic development in our vibrant community.

3. Commitment of the County of Hidalgo

The County is committed to constructing and operating a new Hidalgo County Courthouse. The County currently expects that the Courthouse will:

- Be built on the existing courthouse square in downtown Edinburg.
- Serve the existing courts in Hidalgo County, and allow for consideration for future courts.

- Serve the County Clerk and District Clerk, as well as other offices deemed necessary to support court operations or otherwise deemed appropriate by the County.
- Improve safety and health conditions for all visitors, employees, and those who conduct business at the Courthouse.
- Accommodate parking for employees and others with business at the Courthouse.
- Increase opportunities for economic development.
- Benefit the citizens of the City and the County

4. Commitment of the City of Edinburg

To support and ensure the success of the County in its endeavor to create and operate the new Courthouse in downtown Edinburg, the City desires to cooperate by:

- Contributing to the County twenty percent (20%) of the cost of development and construction of the Courthouse Project, not to exceed Thirty Million Dollars (\$30,000,000), with the current estimate of the cost being One Hundred Fifty Million Dollars (\$150,000,000).
 - If the total project cost is reduced, the City’s contribution commitment shall be reduced accordingly to maintain the twenty percent (20%) contribution.
 - If the City pays the contribution over time instead of paying the entire commitment upfront, then (i) the City will give consideration to including payments of interest accrued over the finance period (in addition to the twenty percent of the cost of the Courthouse).
 - The City’s contribution made pursuant to Paragraph 4. herein is subject to annual appropriation.
- Contributing its input to the County’s ongoing planning, design, and site-work considerations for the Courthouse.

5. Future Development and Actions

The parties acknowledge that additional terms are to be determined among them, and will be subject to one or more additional agreements between them, which may include (i) an agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et. Seq. which authorizes local governments to contract with each other to perform governmental functions and

services under the terms of the Act; and/or (ii) in recognition of the increased opportunities for economic development, an economic development agreement pursuant to Chapters 380, Local Government Code.

This MOU shall take effect upon the execution of all parties hereto, as evidence by the date of execution on _____, 2016:

Judge Ramon Garcia
Hidalgo County

Mayor Richard Garcia
City of Edinburg

(Date)

(Date)

CONTRACTUAL

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL SPECIAL MEETING
MARCH 08, 2016

Consider Approving the Agreement for the Operation of the Racetrack to CPR Motorsport Entertainment base on RFQ 2016-006, and Authorize City Manager to Enter into an Agreement Relating Thereto. [Ponciano N. Longoria P.E., C.F.M., Director of Public Works]

STAFF COMMENTS AND RECOMMENDATION:

On Tuesday January 19, 2016, the City Council awarded RFQ 2015-006, for the Operation of the Drag Strip (Racetrack) at the South Texas International Airport at Edinburg to CPR Motorsport Entertainment.

CPR Motorsport Entertainment will be contracted to do the day to day operations of a Drag Strip, including planning and maintenance of the facilities. It is expected that the qualified operator selected to be able to provide a revenue return rate and show financial stability to operate and maintain the Drag Strip. The Operator is proposing a \$6,000.00 a month lease agreement for the first year of the agreement and a \$250.00 increase per year for any additional years. Before any contracts are executed, the operator must provide all certificates of insurance.

The City of Edinburg and CPR Motorsport Entertainment do not have a working history together, but has verified with their references and have been given a positive reports and staff has verified that CPR Motorsport Entertainment does not any past due accounts with the City.

RECOMMENDATION:

Approve the Agreement for the Operation of the Racetrack to CPR Motorsport Entertainment base on RFQ 2016-006, and Authorize City Manager to Enter into an Agreement Relating Thereto.

REVIEWED BY:

PREPARED BY:

/s/ Ricardo Palacios by CP
Ricardo Palacios
City Attorney

/s/Richard M. Hinojosa
Richard M. Hinojosa
City Manager

/s/Ascencion Alonzo
Ascencion Alonzo
Director of Finance

/s/ Ponciano Longoria,
P.E., CFM
Ponciano N. Longoria
PE, CFM

RECORD OF VOTE:

APPROVED
DISAPPROVED
TABLED
NO ACTION

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember

STATE OF TEXAS	§	RACE TRACK LEASE & OPERATION AGREEMENT BETWEEN THE CITY OF EDINBURG AND CPR MOTOR SPORTS ENTERTAINMENT
COUNTY OF HIDALGO	§	
CITY OF EDINBURG	§	

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter called “**City**”) and CPR Motor Sports Entertainment (hereinafter referred to as “**Operator**,” “**Lessee**” or “**Vendor**”), are the parties to this Race Track Lease & Operation Agreement.

RECITALS

WHEREAS, the City owns and operates the South Texas International Airport at Edinburg and on the South Texas International Airport at Edinburg is an abandoned taxiway utilized as a drag strip (race track); and

WHEREAS, the **City of Edinburg** sought proposals for qualified organizations or individuals to lease & operate the drag strip; and

WHEREAS, the Operator has the professional knowledge and abilities to undertake the Lease and Operations of a Race Track; and

WHEREAS, the City desires to enter into agreement with Operator to lease & operate the race track, pursuant to RFP #2016-006, Operation of the Drag Strip (race track) at South Texas International Airport at Edinburg and Operator’s proposal, attached as Exhibit “A”;

NOW, THEREFORE, City and Operator do mutually agree as follows:

SECTION I
OPERATIONS OF RACE TRACT

Operator agrees to lease and operate a race track located at the South Texas International Airport at Edinburg as stated in this agreement and Exhibit “A.”

SECTION II
BASIC SERVICES OF OPERATOR

The Operator shall, in the scope of his work, perform the Scope of Services (herein called “Race Track Lease & Operations”) as specifically identified in Exhibit “A” of this agreement at his/her (its or their) own proper cost and expense, to furnish all equipment, furnishing, materials, insurance and other accessories and services necessary to complete the said tasks in accordance with the conditions stated. City shall provide Operator with authorization to proceed, after execution of this agreement.

SECTION III
RESPONSIBILITY OF THE CITY

City will facilitate Operator by the following tasks:

- A. Facilitate access to and make provisions for Operator to enter upon public property as required for Operator to lease and operate the rack track.
- B. Give prompt written notice to Operator whenever City observes or otherwise becomes aware of any act or omission not in compliance with this agreement.

SECTION IV
RESPONSIBILITIES OF OPERATOR

- A. The Operator shall lease & operate the race track operation to accomplish the terms of this Agreement and in accordance with Exhibit "A."
- B. The Operator shall be and shall remain liable, in accordance with applicable law, for all damages to the City caused by the Operator's negligent performance in connection with the lease and operation of the race track pursuant to this Agreement.
- C. The Operator's obligations under this clause are in addition to the Operator's other express or implied assurances under this Agreement, Exhibit "A", and applicable laws and in no way diminish any other rights that the City may have against the Operator for failure to perform as specified herein and Exhibit "A."
- D. Operator's property and equipment must be fork lift ready for removal in order for Operator to meet its obligations under this agreement.
- E. The Operator, upon written notice from the City, shall remove all Operator's owned property, equipment, etc. within the time specified in the written notice. In the event of a notice under this section, Operator shall have a minimum of thirty (30) days in which to remove all Operator's owned property.

SECTION V
RESERVATION OF SHARED USE

The City reserves the right to enter and use the premises, or authorize the use of the premises to another party, when there is no event scheduled at the Drag Strip (Racetrack) at any time during the life of the agreement. The City will notify the operator when the premises will be utilized.

The Operator may not utilize and will not have access to use the east abandoned runway at any time during the life of the agreement unless approved by the City in writing.

SECTION VI
TERM OF AGREEMENT

The term of this Agreement shall be for a one-year term, beginning on March 8, 2016 and terminating on March 7, 2017; provided however that Operator shall have an option to renew the agreement on a year-to-year basis for up to two (2) one-year terms. Operator shall initiate each renewal term by written request to the City sixty (60) days prior to the expiration of each then current term. If approved by the City, they city shall provide the operator with a written notice of approval of such renewal.

SECTION VII
PAYMENT AND FEES

Operator agrees to pay City on a monthly basis as specified below:

- A. Payment for the lease and racetrack operations shall be made as follows:
 - i. Six Thousand Dollars (\$6,000) per month for the initial one-year term (March 8, 2016 to March 7, 2017);
 - ii. Six Thousand Two Hundred and Fifty Dollars (\$6,250.00) per month during the first renewal term (March 8, 2017 to March 8, 2018); and
 - iii. Six Thousand Five Hundred Dollars (\$6,500.00) per month during the second renewal term (March 8, 2018 to March 8, 2019).

- B. Invoice shall be completed and processed in accordance with City regulations.

SECTION VIII
MINIMUM INSURANCE REQUIREMENTS

In accordance with City ordinances, Contractor shall be required to hold the following minimum insurance coverage throughout the duration of this agreement:

- A. Workers Compensation
In accordance with the State statute

- B. Comprehensive General Liability
 - 1. Bodily Injury
\$250,000 each person

- 2. Property Damage
 - \$500,000 each occurrence
 - \$100,000 each occurrence
 - \$100,000 each aggregateor \$500,000 combined single limits

C. Comprehensive Auto Liability

- 1. Bodily Injury
 - \$100,000 each person
 - \$500,000 each occurrence
- 2. Property Damage
 - \$100,000 each occurrence
 - \$100,000 aggregateor \$500,000 combined single limits

D. City's Protective Liability

- 1. Bodily Injury
 - \$250,000 each person
 - \$500,000 each occurrence
- 2. Property Damage
 - \$100,000 each occurrence
 - \$100,000 each aggregateor \$500,000 combined single limits

E. Must adhere by the National Hot Rod Association Insurance Standards,

- 1. Wavier and Release From Liability

With respect to racing events at NHRA or IHRA Member Tracks, the tracks must maintain a system of regularly secure signed Waiver and Release forms from participants allowed to enter restricted areas and to prevent restricted area credentials from being issued before participants have properly signed and executed the Waiver and Release form. For minor participants drivers (under eighteen (18) years of age), the member track must have a system to secure Minor Waiver and Release forms signed by the parent(s) or legal guardian(s).

- 2. Where used, the policy must include the following definitions:

Restricted area may not be more inclusive than the advance staging area, burn out area, competition area, shut down area, staging lanes, return road area, and any other area with barriers, fences, and/or structures separating the general public from the racing activities, and which requires special authorizations, credentials, or permission to enter, or any area where the general public is restricted or prohibited. The definitions of the above terms are as follows:

1. Advanced staging area – means the area between the staging lanes and the burnout area.
2. Burnout area – means the area between the advance staging area and the competition area where participants conduct the usual preparation and testing of racing vehicles immediately preceding a racing event.
3. Competition area – means the racing surface beginning at the starting line and ending line at the finish line.
4. Shut down area – means the area located from the finish line and beyond where the racing vehicles enter the return road area.
5. Return road area – means the area where the racing vehicles exit the shut down area and proceed to the pit area.
6. Pit area – means the area used to register the participants and prepare the racing vehicles for competition.

The participants definition should be defined to include racing vehicle drivers, mechanics, crew members, pit persons, officials of the race event, announcers, ambulance crews, wrecker truck crews, new persons, photographers, pit gate workers, motor sport event promoters, and all other persons involved in the actual event, other than members of the general public.

Evidence of the above insurance coverage shall be required prior to final execution of the agreement. The City shall be listed as an additional insured.

SECTION IX **TERMINATION**

- A. Either party to this agreement shall have the right to terminate this contract at any time, and for any reason, with or without cause, after thirty (30) days' written notice and any payment requested shall be made on a prorated basis ending on the termination date.
- B. In the event of notice of termination pursuant to this agreement, Operator will remove all Operator's owned property and equipment from City owned property within thirty (30) days upon written notice from City or by agreed upon time by both parties.

SECTION X **INDEMNIFICATION**

- A. Operator agrees to and shall indemnify, hold harmless and defend the City its officers, agents and employees from any and all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees for injury to or death to any person or for damage to any property, arising out of or directly connected with the negligent or willful conduct of the Operator, its agents, officers and employees, carried out in furtherance of this agreement.
- B. Operator agrees to assist City in defense of claims or litigation brought against the City related to this project, including any claims related to design.

SECTION XI **RESERVATIONS**

This Agreement shall be subordinate to the provisions of any existing or future Agreement between the CITY and the United States of America relative to the operation and maintenance of the airport, the execution of which has been required as a condition precedent to the expenditures of Federal funds for the development of the airport.

The CITY reserves the right to further develop or improve the airport.

During time of war or national emergency, the United States Government shall have the right of exclusive possession and control of the airport for purposes of National Defense and in the event the provisions of this Agreement, insofar as they are inconsistent with the provisions of such obligation to the United States, shall be suspended. The CITY agrees in the event of such suspension, the term of this Agreement shall be extended for a period equal to the suspension, so that the LESSEE shall be entitled to the powers and the privileges and benefits for this Agreement for the same term as if there were no suspension.

Force Majeure: Neither party shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reason of labor disputes, acts of god, acts of a public enemy, acts of superior governmental authority or other circumstances for which it is not responsible or which is not its control, provided, however, that this section shall not excuse the Operator from paying the monthly payment obligation under Section VII.

SECTION XII **CHANGES**

The City may, at any time, by written order make changes within the general scope of this Agreement in the services or work to be performed. . If approved by the City they city shall provide the operator with a written notice of the approval of the changes.

SECTION XIII
SEVERABILITY

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

SECTION XIV
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 non-binding 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 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 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. The Law of the State of Texas shall control the matter in controversy. Venue is mandatory in Hidalgo County, Texas.

SECTION XV
NOTICE

All notices or other communications required under this Agreement may be affected either by personal delivery in writing or by Certified Mail, Return Receipt Requested. Notice shall be deemed to have been given when delivered or mailed to the parties at their respective addresses as set for the below or when mailed to the last address provided in writing to the other party by the addressee.

SECTION XVI
ALTERATIONS AND REPAIRS

- A. The Operator acknowledges and agrees that the premises identified in Exhibit "A" of this Agreement is being leased in an "as is" condition and all costs for adapting such premises for the operation of a racetrack shall be borne by the

Operator. Operator shall not make any alterations, additions or improvements to the City's property without, in each case, obtaining the written consent of the City. If any alterations, additions, or improvements is authorized by the City, the Operator agrees that it will make all such alterations, additions, and/or improvements in or to the City's property at its own expense and in compliance with all building codes, ordinances, and governmental regulations pertaining to such work, use, or occupancy. Operator acknowledges and agrees that any alterations, additions or improvements attached to the City's property shall become the property of the City, except as otherwise agreed upon by both parties in writing. Operator acknowledges and agrees that Operator will hold the City harmless and defend the City against all expenses, liens, claims, and damages to either property or person that may arise in connection to any alterations, additions, or improvements made hereunder.

- B. Operator acknowledges and agrees that Operator shall be responsible for all maintenance and repairs needed on the premises and/or property in connection with Operator's use of the premises as a racetrack.

SECTION XVII
SUCCESSORS AND ASSIGNS

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

SECTION XVIII
MISCELLANEOUS

Any changes to this document must be approved by the City and signed by both parties to the agreement.

EXECUTED by the parties in triplicate originals on this _____ day of _____, 2016.

[The remainder of this page was intentionally left blank]

CITY OF EDINBURG:

BY: _____
Richard M. Hinojosa, City Manager
City of Edinburg
415 W. University
Edinburg, Texas 78539
Phone: (956)388-8207
Fax: (956)383-7111

ATTEST:

BY: _____
Myra L. Ayala Garza, City Secretary

APPROVED AS TO FORM:

PALACIOS, GARZA & THOMPSON P.C.

City Attorney

CPR MOTOR SPORTS ENTERTAINMENT

BY: _____
Albert Rodriguez
President
901 E. University Dr.
Edinburg, Texas 78539
Phone: (956) 239-0871
Fax: (956) 381-0684
Email: exhaustman@gmail.com

Attachments:

Exhibit "A" City of Edinburg RFP 2016-006 and Operator's Proposal
Exhibit "B" Insurance

**EXHIBIT "A" OF RACE TRACK LEASE & OPERATION AGREEMENT BETWEEN THE
CITY OF EDINBURG AND CPR MOTOR SPORTS ENTRAINMENT**



REQUEST FOR PROPOSALS

**RFP# 2016-006
OPERATION OF THE
DRAG STRIP
(RACETRACK) AT SOUTH
TEXAS INTERNATIONAL
AIRPORT AT EDINBURG**

**SUBMITTAL DEADLINE
MONDAY,
DECEMBER 21, 2015
@ 3:00 PM**



**2015-2016
City Officials**

Richard H. Garcia, Mayor
Homer Jasso Jr., Mayor Pro-Tem
David Torres., Councilmember
J.R. Betancourt, Councilmember
Richard Molina, Councilmember
Richard Hinojosa., City Manager



**415 W. University Drive • P.O. Box 1079 • Edinburg, Texas 78540
Phone (956) 388-8204 • Fax (956) 383-7111**



REQUEST FOR PROPOSALS
RFP #2016-006
OPERATION OF THE DRAG STRIP (RACETRACK) AT SOUTH TEXAS INTERNATIONAL
AIRPORT AT EDINBURG

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REQUEST FOR PROPOSALS

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

RFP'S will be received until **3:00 p.m. Central Time**, on **Monday, December 21, 2015**, shortly thereafter all submitted RFP'S will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any RFP received after the closing time will not be accepted and will be returned to the submitter unopened. It is the responsibility of the submitter to see that any RFP submitted shall have sufficient time to be received by the City Secretary's Office prior to the RFP opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the RFP's. RFP's will not be accepted by telephone or facsimile machine. All RFP'S must bear original signatures and figures. The RFP shall be for:

RFP # 2016-006
OPERATION OF THE DRAG STRIP (RACETRACK) AT SOUTH TEXAS INTERNATIONAL AIRPORT AT EDINBURG

Bidders receiving a "NOTICE TO BIDDERS" and/or "REQUEST FOR PROPOSALS" notice in the mail a revised that the solicitation documents or may obtain copies of same by contacting the office of: LORENA FUENTES, PURCHASING AGENT, LOCATED AT 415 W. UNIVERSITY DRIVE, EDINBURG, TX 78541 by calling (956) 388-1895 Ext. 8972 or by e-mailing your request to the following e-mail address: lfuentes@cityofedinburg.com

If you have any questions or require additional information regarding this RFP, please contact **Mr. Tomas D. Reyna**, Assistant Director of Public Works, at (956) 388-8210.

Hand Delivered RFP'S: 415 W. University Drive
C/o City Secretary Department
(1st Floor)

If using Land Courier (i.e. FedEx, UPS): City of Edinburg
C/o City Secretary
415 W. University Drive
Edinburg, Texas 78541

If Mailing Proposals: City of Edinburg
C/o City Secretary

P.O. Box 1079
Edinburg, Texas 78540-1079

The City of Edinburg reserves the right to refuse and reject any or all RFP's and to waive any or all formalities or technicalities and to accept the RFP deemed most advantageous to the City, and hold the RFP's for a period of 60 days without taking action.

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

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

PURPOSE

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

**RFP # 2016-006
OPERATION OF THE DRAG STRIP (RACETRACK) AT SOUTH TEXAS INTERNATIONAL
AIRPORT AT EDINBURG**

INTENT

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

SUBMITTAL OF RFP

RFPs shall be submitted in sealed envelopes as called referenced on the attached solicitation. Six (6) complete sets of the response One (1) original marked "**ORIGINAL**," and Five (5) copies marked. RFPs submitted by facsimile (fax) or electronically shall **NOT** be accepted. Submittal of an RFP in response to this solicitation constitutes an offer by the respondent. Once submitted, RFP's become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any RFP regardless of whether that respondent/firm is selected. Submission of a RFP in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFP, unless clearly and specifically noted in the RFP submitted and confirmed in the contract between the City and the successful respondent otherwise. RFPs which do not comply with these requirements may be rejected at the option of the City. RFPs must be filed with the City of Edinburg before the deadline day and hour. No late RFPs will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFP requirements may be grounds for disqualification.

Hand Delivered RFP'S:

415 W. University Drive
C/o City Secretary Department (1st Floor)

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

City of Edinburg
C/o City Secretary
415 W. University Drive
Edinburg, Texas 78541

If Mailing RFP's:

City of Edinburg
C/o City Secretary

TIME ALLOWED FOR ACTION TAKEN

The City of Edinburg may hold RFP/s 60 days after deadline without taking action. Bidders are required to hold their RFP/s firm for same period of time.

RIGHT TO REJECT/AWARD

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

ASSIGNMENT

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

AWARD

Bidders are advised that the City of Edinburg is soliciting RFPs and award shall be made to the respondent that in the opinion of the City of Edinburg is the best qualified.

NUMBER OF CONTRACTS

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

STATUTORY REQUIREMENTS

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

ALTERATIONS/AMENDMENTS TO RFP

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

NO RESPONSE TO RFP

If unable to submit a RFP, respondent should return inquiry giving reasons.

LIST OF EXCEPTIONS

The respondent shall attach to his/her RFP a list of any exceptions to the specifications/ requirements.

PAYMENT

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been completed, introduced to the City, and found to meet City of Edinburg specifications/requirements. No other method of payment will be considered.

SYNONYM

Where in this solicitation package SERVICES is used, its meaning shall refer to the request for Proposals **OPERATION OF THE DRAG STRIP (RACETRACK) AT SOUTH TEXAS INTERNATIONAL AIRPORT AT**

EDINBURG as specified.

RESPONDENT'S EMPLOYEES

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

INDEMNIFICATION CLAUSE

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

INTERPRETATIONS

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

VERBAL THREATS

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

CONFIDENTIAL INFORMATION

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

PAST PERFORMANCE

Respondents past performance shall be taken into consideration in the evaluation of RFP submittal.

JURISDICTION

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

RIGHT TO AUDIT

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor,

written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

VENUE

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

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ visit the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

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

CONFIDENTIALITY OF INFORMATION AND SECURITY

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

TERMINATION OF CONTRACT

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

RESPONSE DEADLINE

Responses to the RFP must be addressed to Mr. Tomas D. Reyna, Assistant Director of Public Works, City of Edinburg, 415 W. University Drive by **December 21, 2015 until 3:00 p.m.** for consideration. An original and five (5) complete sets of the response must be submitted no later than this date and time in a sealed envelope indicating that its contents are in response to the RFP for "**RFP 2016-006 OPERATION OF THE DRAG STRIP (RACETRACK) AT SOUTH TEXAS INTERNATIONAL AIRPORT AT EDINBURG**". Bidders are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

Hand Delivered RFP's:

415 W. University Drive
C/o City Secretary Department (1st Floor)

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

City of Edinburg

C/o City Secretary
415 W. University Drive
Edinburg, Texas 78541

If Mailing RFPs:

City of Edinburg
C/o City Secretary
P.O. Box 1079
Edinburg, Texas 78540-1079

ADDENDA AND MODIFICATIONS

Any changes, additions, or clarifications to the RFP are made by amendments (addenda). Any respondent in doubt as to the true meaning of any part of the RFP or other documents may request an interpretation from the Purchasing Division. At the request of the respondent, or in the event the Purchasing Division deems the interpretation to be substantive, the interpretation will be made by written addendum. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective Bidders. All Addenda issued in respect to this RFP shall be considered official changes to the original documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the respondent's responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, Bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their RFP Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at www.cityofedinburg.com.

RFP PREPARATION COSTS

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

EQUAL EMPLOYMENT OPPORTUNITY

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

AUTHORIZATION TO BIND RESPONDENT TO RFP

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

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

**REQUEST FOR PROPOSALS 2016-006
OPERATION OF THE DRAG STRIP (RACETRACK)
AT SOUTH TEXAS INTERNATIONAL AIRPORT AT EDINBURG**

The City of Edinburg owns and operates the South Texas International Airport at Edinburg and on the South Texas International Airport at Edinburg is an abandoned taxiway utilized as a Drag Strip (Racetrack) (Edinburg International Racetrack) ("Premises"). The City of Edinburg is seeking proposals from a qualified organization or individual(s) to operate the Drag Strip (Racetrack) and must be an active member of the National Hot Rod Association (NHRA). The intent of this Request for Proposal (RFP) is to determine the most qualified operator for the Drag Strip (Racetrack) and the proposal that best benefits the community and provides revenue to the Airports fund.

1. **Premises.** The Drag Strip (Racetrack) Premises includes an access road, vehicle parking area, spectator viewing area to be used for conducting drag races and other related events and **does not include the abandoned taxiway.** The following improvements are part of the Drag Strip (Racetrack) Premises:

- Quarter mile asphalt track
- Old dilapidated Control Tower
- Two (2) Spectator Seating Bleacher
- Two (2) Ticket Booths
- One (1) Concession Stand

The Drag Strip (Racetrack) Premises DOES NOT include the following, and the Operator WILL NEED TO PROVIDE or enter into an agreement with the current operator if possible, to operate the drag strip (Racetrack):

- Compulink Timing System – Compulink main computer with TURE WIN Race Program, two data display monitors, One Announcer Monitor, two race results printers, one scoreboard interface, one christmas tree interface, one Compulink christmas tree, all of Downtrack infrared photocells, (from start to finish), new wiring all along and across track according to Compulink specifications. One Qualifying Terminal.
- Bleachers 15 Sets of Bleachers 2320 Seat Capacity
- Bottom Section Track Guardrail – 5400 Feet Long including Safety Rails in Gas Station Area.
- Office Building – 512 SF, Two office areas, one storage area, one lobby and one full bath includes one water heater, A/C Unit and office desks.
- Control Tower – One (1) Sound Equipment, Two (2) microphones, One (1) FM Radio Station Transmitter Unit, One (1) Window A/C Unit, Storage Area Below with over head coiling door.
- E.T. Booth – One (1) 10,000 Pound Weight scale with Concrete Pad.
- VHT Applicator Cart
- Gas Station Infrastructure (Tanks Not Included)
- Three (3) 1,000 Gallon Tanks
- Track Preparation Equipment – One Buffalo Turbines Jet Blower, One Bill Goat Blower, and Butane Tank and Burner
- Warehouse / Shop 416 SF – Tools, Mobil Fire Suppression System, CO2, Powder and Water Fire Extinguishers, Two (2) Exterior Roof Canopies, and Concrete Pad.
- Fencing – Wood & Metal fencing, Metal Gates.
- Pit Side Tickets Booths.

The Drag Strip (Racetrack) Premises is outlined in Exhibit "A" and is required that the operator is to maintain all of the premises at all times, due to the close proximity of the Airport's air operations area. The Operator will have no access to any property out side of the racetrack area, and will not be allowed to enter onto the air operations area for any reason.

2. **Shared Premises.**

A. The City reserves the right to use the premises, or authorize the use of the premises to another party, when there is no event scheduled at the Drag Strip (Racetrack).

3. **Agreement.** Any subsequent agreement resulting from this RFP shall be carried out under a City of Edinburg Agreement. The City reserves the right to negotiate with any respondent to ensure that the City enters into the best possible contract for itself and the public.

4. **Insurance.** In addition to other requirements, the operator will be required to carry insurance policies that meet City requirements and name the City as an additional insured on such policies.

A. Must adhere by the National Hot Rod Association Insurance Standards,

a. Wavier and Release From Liability

With respect to racing events at NHRA Member Tracks, the tracks must maintain a system of regularly secure signed Waiver and Release forms from participants allowed to enter restricted areas and to prevent restricted area credentials from being issued before participants have properly signed and executed the Waiver and Release form. For minor participants drivers (under eighteen (18) years of age), the member track must have a system to secure Minor Waiver and Release forms signed by the parent(s) or legal guardian(s).

b. Where used, the policy must include the following definitions:

Restricted area may not be more inclusive than the advance staging area, burn out area, competition area, shut down area, staging lanes, return road area, and any other area with barriers, fences, and/or structures separating the general public from the racing activities, and which requires special authorizations, credentials, or permission to enter, or any area where the general public is restricted or prohibited. The definitions of the above terms are as follows:

1. Advanced staging area – means the area between the staging lanes and the burnout area.
2. Burnout area – means the area between the advance staging area and the competition area where participants conduct the usual preparation and testing of racing vehicles immediately preceding a racing event.
3. Competition area – means the racing surface beginning at the starting line and ending line at the finish line.
4. Shut down area – means the area located from the finish line and beyond where the racing vehicles enter the return road area.
5. Return road area – means the area where the racing vehicles exit the shut down area

and proceed to the pit area.

6. Pit area – means the area used to register the participants and prepare the racing vehicles for competition.

The participants definition should be defined to include racing vehicle drivers, mechanics, crew members, pit persons, officials of the race event, announcers, ambulance crews, wrecker truck crews, new persons, photographers, pit gate workers, motor sport event promoters, and all other persons involved in the actual event, other than members of the general public.

- E. Participant Accident Insurance – This is coverage for participants in drag racing events and includes excess Accident Medical Insurance, Accidental Death and Dismemberment Insurance and Weekly Accident Disability Benefits.
 - a. Participant Accident Insurance or approved Self-Insurance must contain the following minimum coverage, conditions and terms:
 1. \$10,000 Accidental Death & Dismemberment Benefit to participants injured at NHRA Member Tracks (no deductible paid by the participant).
 2. \$15,000 Blanket Accident Medical Expense benefit on an Excess or Primary basis to participants injured at NHRA Member Tracks (no deductible paid by the participant).
 3. \$100 Weekly Disability benefits payable up to 52 weeks.
 - b. The policy must feature at least the coverage's and benefits outlined below, and must , at a minimum, include all coverage's provided by the NHRA's Catastrophic Accident Policy, a copy of which is available from NHRA:
 1. Coverage for all participants with no licensing or age restrictions.
 2. No jet truck exclusion.
 3. No suspension of insurance clause.
 4. \$5,000 benefit for loss of sight in one eye, loss of on limb, or loss of use of one limb.
 5. Tuning and Testing benefits at the same minimum NHRA Member Track Medical and AD&D limits.

5. Request for Proposals.

The Request for Proposal should include a transmittal letter signed by an individual having the authority to negotiate and sign agreements on behalf of the organization or individual(s). Proposals should contain no more than forty five (45) pages of material and shall be stapled or otherwise bound, and assembled in organized sections that include a table of contents and tabs with each section title. Pages should be numbered for reference. The Request for Proposal should include the following information:

- A. Operation of Drag Strip (Racetrack). A written statement outlining the proposed plan for operation of the Drag Strip (Racetrack). The respondent must demonstrate they have the ability to operate the Drag Strip (Racetrack) and they have trained and qualified staff to assist with the operation.
- B. Qualifications and Experience. Respondent qualifications and experience with Drag Strip (Racetrack) operations.

C. Revenue Sharing. Respondent's plan for a revenue sharing agreement with the City.

D. Financial Plan. Respondent's financial plan for operation of the Drag Strip (Racetrack). Respondent should show their understanding of the economic liabilities and assets related to operating and maintaining all aspects of the Drag Strip (Racetrack).

E. Relocation of Drag Strip (Racetrack). The respondent's plan for the relocation of the Drag Strip (Racetrack) off Airport property as indicated in the Airport's 30 year Master Plan. Respondent's plan should include a time line for phasing the Drag Strip (Racetrack) off Airport property, provide a financial plan for relocating the improvements, and show the ability of respondent to muster broad community support for the move and show respondent's innovation to provide for sustainability of the Drag Strip (Racetrack) over the long term.

F. Insurance. A letter from respondent's insurance company stating that insurance will be provided in the manner and at the limits required by the City

G. References. Three (3) references include name, title, address, and phone number of reference. The references should include one that can confirm financial ability (i.e., bank, credit union, accountant) to carry out the operation and two that can confirm technical ability to carry out these activities.

6. Evaluation of Request for Proposal.

Bidders must present evidence that they are fully competent, have the necessary experience, organization, and financial capacity to operate, manage, and maintain the Drag Strip (Racetrack) at the South Texas International Airport at Edinburg. The submittals will be reviewed and ranked by the City using the following selection criteria:

- A. Respondent's plan for operation and maintenance of the Drag Strip (Racetrack). 20 Points maximum
- B. Respondent's qualifications and experience with Drag Strip (Racetrack) operations. 20 Points maximum
- C. The guaranteed revenue return to the Airport. 20 Points maximum
- D. Financial ability of the respondent to operate and maintain the Drag Strip (Racetrack). 20 Points maximum
- E. Respondent's plan for relocation of the Drag Strip (Racetrack) off Airport property. 10 Points maximum
- F. Respondent's ability to procure insurance that meets the City's requirements. 5 Points maximum

- G. The conforming of the proposal to all the terms, conditions and prerequisites set Forth in the Request for Proposal documents. 5 Points maximum

When determined to be in the City's best interest, the City reserves the right to reject any and all proposals received in response to this RFP and to waive minor noncompliance in a proposal. The City further reserves the right to make such investigations as it deems necessary as to the qualifications of any and all operators submitting proposals in response to this RFP.

The City's evaluation committee will evaluate all pertinent information and will endeavor to make a recommendation of the most qualified organization or individual(s) to the City Council for approval. If a favorable ranking and recommendation cannot be made on the basis of the proposals alone, the organizations or individuals deemed most qualified will be contacted for additional information and, if warranted, interviews. The City assumes no obligation in the solicitation of this Request for Proposals and all costs shall be borne by the interested firms.

- 7. **Schedule.** The schedule below is provided for reference only. The City reserves the right to amend the schedule below as deemed necessary or appropriate by City staff.

Publication of RFP	Dec. 4 th & Dec. 11, 2015
RFPs received by City	December 21, 2015
Review and analysis of RFP complete	January 6, 2016
Consideration of contract by City Council	January 19, 2016

- 8. **Submittal of RFP.**

Responses to the RFP must be addressed to City Secretary's Office, City of Edinburg, and received at City Hall, at 415 W. University Drive, Edinburg, Texas 78541 by Monday, December 21, 2015 and no later than 3:00 pm. Six (6) complete sets of the response One (1) original marked "ORIGINAL," and Five (5) copies marked "COPY". RFPs submitted by facsimile (fax) or electronically shall **NOT** be accepted. Submittal of an RFP in response to this solicitation constitutes an offer by the respondent, no larger than 45 bound pages must be submitted no later than this date and time. The RFP is to be placed in a sealed envelope indicating that its contents are in response to the Request for Proposals for the "RFP 2016-006 OPERATION OF THE DRAG STRIP (RACETRACK) AT SOUTH TEXAS INTERNATIONAL AIRPORT AT EDINBURG".

- 9. **Contact Information.**

Technical questions should be directed to:
 Tomas D. Reyna, Assistant Director of Public Works
 415 W. University Dr.
 Edinburg, Texas 78541
 Phone: (956) 388-8210
 Fax: (956) 383-7111
 Mobile: (956) 239-1580
treyna@cityofedinburg.com

Procedural questions should be directed to:

Lorena Fuentes, Purchasing Agent

415 W. University Dr.

Edinburg, Texas 78541

Phone: (956) 388-8972

Fax: (956) 383-7111

lfuentes@cityofedinburg.com

Airport operations questions should be directed to:

Debora Melvin, Airports Manager

1300 East FM 490

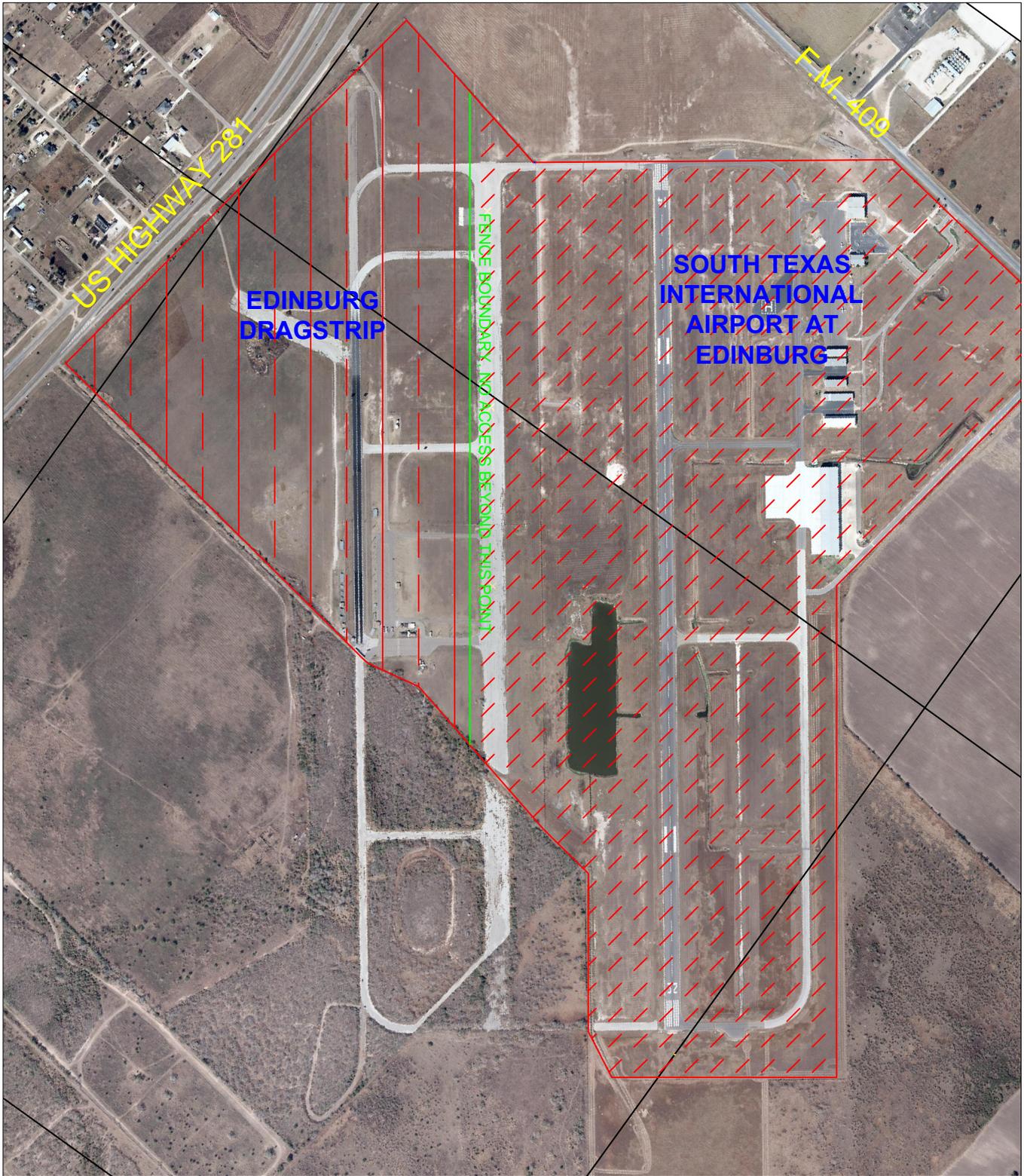
Edinburg, Texas 78542

Phone: (956) 292-2047

Fax: (956) 292-2016

Mobile: (956) 522-3580

dmelvin@cityofedinburg.com



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**EDINBURG DRAG STRIP(RACE TRACK)
AT SOUTH TEXAS INTERNATIONAL
AIRPORT
EXHIBIT A**

SCALE: N.T.S.

DATE: 11/20/2015

DRAWN BY: ASILVA



PUBLIC WORKS DEPARTMENT

COPY

RFP#2016-006

**Mr. Thomas D. Reyna
Assistant Director of Public Works
City of Edinburg
415 W. University Drive**

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4. Revenue Sharing	5
5. Financial Plan	6
6. Relocation of Drag Strip	7
7. Insurance	8
8. Sanctioning Letter	9
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1. Letter of Transmittal



Mr. Tomas D. Reyna

Assistant Director of Public Works

City Of Edinburg

415 W. University Drive

Edinburg TX 78541

Dear Sir or Madam

November 21, 2015

CPR Motorsports Entertainment would like to thank the City of Edinburg for the opportunity to submit our proposal for the use of the Racetrack at the South Texas International Airport. This proposal is in response to RFP #2016-006 Operation of the Drag Strip (Racetrack) at South Texas International Airport at Edinburg.

The enclosed proposal details our ideas for the future of this facility and for motorsports within the City Of Edinburg. In it, we discuss the qualifications of our team, our plans for the current track facility and our future plans for relocation of track operations off of airport property. We also explain how we plan on making these transitions make economic sense, not only for our company, but for the entire community.

Again, we would like to thank the City of Edinburg for their consideration during this process. If there are any questions regarding our proposal, please feel free to contact us at any time at the below listed numbers. We look forward to joining with the city in this project as soon as possible.

Thank You

Albert Rodriguez

President, CPR Motorsports Entertainment

2. Operation for Drag Strip

CPR Motorsports Entertainment has produced an extensive plan of action for the transition from previous operators to new management, a detailed repair and maintenance plan to bring the Race Track up to safe operating standards, and a comprehensive plan for conducting day to day operations after an initial start-up/transition period.

Our transition plan begins with negotiation for purchase of existing track equipment and furnishings from current track operators. At the same time, we have begun locating and pricing replacement equipment in the event that we are unable to reach an acceptable arrangement with current track operators. We must keep in mind that the vast majority of track equipment currently in use is old and bordering on obsolete, so in the case of certain equipment it would be more cost effective and safe to purchase new replacement items. Our goal for this part of the transition plan is to have 100% of track equipment necessary for operation in place by day one of new operations agreement with city.

The second part of our transition plan involves recruiting qualified management and staff to operate the facility. In addition to our president Albert Rodriguez, who is a long time championship racer and entrepreneur, we have retained the services of Rey Chavez, who is the current track operations manager and has served in that capacity since September 2012. Additionally, the tracks EMS coordinator, maintenance workers and other staff have agreed to stay on if we are awarded the contract.

We are prepared with equipment and funding to begin repairs and maintenance to the facility the moment we are awarded the contract. Our goal is to address all major maintenance issues within one week of the start of contract so as to begin operations as seamlessly as is safely possible.

Our day to day operations plan will be carried out with an emphasis on improvements outlined in our comprehensive operations plan. These improvements include upgrades to visitor seating areas, to bathroom facilities and to concession areas. We feel that devoting a large percentage of our revenue towards repairs and upgrades within the first few months of operations, we will be sending a clear message to our current patrons and racers that we are willing to invest in this facility and in the future to a new and improved facility with long term growth potential.

3. Qualifications and Experience

Albert Rodriguez, our president, is a graduate of Edinburg schools, and has been doing business here for over 40 years. A lifelong race car driver, Albert has won championships at local regional and national levels. He holds competition licenses in both the NHRA and IHRA. In fact, Albert has passed on the racing gene to his son Zaith who is an accomplished JR Dragster racer. Zaith was the Edinburg Raceway track champion in 2013. In addition this vast racing experience, Mr Rodriguez brings a wealth of business knowledge to this organization. He is currently the Vice President and COO of FEW Performance, one of the largest automotive and performance exhaust distributors in the State of Texas. He also served for 3 years as the Special Events and Marketing Director for Edinburg Raceway where he helped produce some of the largest most heavily attended events in the tracks history.

Rey Chavez has agreed to come on board as Vice President and Managing Partner in the event that CPR is awarded the contract. Mr. Chavez is also a product of Edinburg Schools and is proud to be a fourth generation Edinburg resident. Rey has over 14 years of experience in business and hospitality management with the last 3 and a half years spent at Edinburg Raceway as the Track Operations Manager. In that capacity he has overseen all aspects of track operations from Emergency Medical Services to Concession Sales. He also is currently the marketing director for P3 Power Performance Products, a line of OEM and direct replacement exhaust products manufactured in Mexico and distributed to the US and Canada.



4. Revenue Sharing

Our plan for revenue sharing would be a simple monthly lease payment agreement. We propose the following:

\$6,000 / month for first 12 months of agreement.

\$6,250 / month for next 24 months of agreement.

\$6,500 / month for next 24 months of agreement.

5. Financial Plan

The following is a general outline of our projections for first half of 1016

	Jan	Feb	Mar	Apr	May	June
Income	45507.00	49249.00	62741.00	58448.00	39151.00	47256.00
COGS	6000	6200	7025	6805	5250	6125
Salary & Wages	8500	8500	8500	8500	8500	8500
Professional Ser	500	500	500	500	500	500
Rent	6000	6000	6000	6000	6000	6000
Maintenance	500	500	500	500	500	500
Equipment Rent	100	100	100	100	100	100
Insurance	1500	1500	1500	1500	1500	1500
Utilities	1800	1800	1800	1800	1800	1800
Office supplies	150	150	150	150	150	150
Marketing	500	500	500	500	500	500
Travel	0	0	0	0	0	0
Entertainment	0	0	0	0	0	0
Amortization	120	120	120	120	120	120
Depreciation	71	71	71	71	71	71

These numbers are merely projections that are based on first hand knowledge of past performance. We feel these are relatively conservative, and hope to surpass these income projections wherever possible. Additional financial planning include a beginning operational / repair budget of \$250,000.00 which has been secured as a line of credit from FEW Performance INC.

6. Relocation of Drag Strip

One of the most ambitious aspects of this project, and in our mind probably the most important, is formulating a plan to eventually move the race track to a different, as yet unidentified piece of property to make way for eventual expansion plans at South Texas International Airport. We have given a lot of thought and effort at coming up with a feasible working solution to this immense undertaking.

First and foremost, across the industry, highly successful tracks are expanding their options for types of racing offered. In other words, they are moving from single use tracks, to multi-use facilities. In our case, we feel that by starting with low cost expansion projects like moto-cross motorcycle racing, off road course racing and mud drags initially and then moving to pavement based racing disciplines such as auto-cross, drifts, and cart racing we can dramatically increase revenue, operational days and diversify our demographics. We feel that these steps will be key to building a broad group of racers, enthusiasts and spectators that is necessary to support a move such as what we are being asked to explore.

Additionally, this extra revenue will be vital in begin to set aside funding for the eventual move. One other tool we would like to employ is to hire a governmental affairs / grant consultant. We feel that pursuing private / public partnership opportunities is going to making this move a success.



Wells Fargo Motorsports
Wells Fargo Special Risks, Inc.
24 Greenway Plaza, Ste. 1100
P O Box 983, Houston, TX 77046 (77001)
(800) 364-9476 Fax (713) 507-4724
CA DOI # 0G13561

December 21, 2015

Rey Chavez
Edinburg Raceway

RE: Edinburg Raceway
2016 Insurance

Dear Rey,

We will be happy to provide you with an insurance proposal for your 2016 racing season. Please complete and return the attached application so we can provide you with the proposal. Per our conversation, we will be quoting the limits that IHRA requires as follows:

General Liability:

\$1,000,000	Per Occurrence
\$1,000,000	Personal & Advertising Injury
\$5,000,000	General Aggregate
\$5,000,000	Products Completed Operations Aggregate

Participant Accident:

\$10,000	Accidental Death
\$25,000	Accidental Dismemberment
\$100,000	Excess Medical (for IHRA members)
\$200 per week for 52 weeks	Indemnity

If you should have any questions in the meantime, please do not hesitate to call at any time.

Many thanks,

Jennifer Harrison

Jennifer Harrison
Motorsports Underwriter
(713) 871-2104



LETTER OF INTENT TO SANCTION

December 18, 2015

Rey Chavez

Dear Rey,

Should you acquire the lease to Edinburg and should the venue meet all guidelines and specifications needed to comply with IHRA 1/8 mile basic requirements, I would like to formally express our intent to sanction your facility under the IHRA family. Please keep me informed of the progress and I will assist you in any way I can.

International Hot Rod Association sanctioned facilities are held to safety, insurance and participant guidelines designed to protect the safety and investment of those involved in both a management and participant capacity as well as the community surrounding the facility. With over 100 member tracks in the IHRA family and a reach beyond North America, member tracks in good standing have brought the sport of drag racing to the masses with safety and community impact in mind.

The result of providing a safe, insured and legal form of racing helps rid the community of concerns surrounding illegal street racing. Partnerships between local programs, law enforcement and local business with IHRA sanctioned drag strips have provided an outlet for many to relieve the tension of local car enthusiasts in a safe manor while educating the public of a safer and legal alternative.

We look forward to working with you on this project.

Best Regards

A handwritten signature in black ink that reads "Skooter". The signature is stylized and includes a long horizontal flourish extending to the right.

Skooter Peaco
Vice President
IHRA



December 21, 2015

To: Richard Hinojosa – City Manager

I am writing in reference to Albert Rodriguez, an enthusiastic representative of Edinburg's Racetrack. We have worked with Mr. Rodriguez for the last two years as he has eagerly promoted our business at several racetrack functions. As one of their sponsors, Mr. Rodriguez has followed through with all his promises and then some. He was punctual at all our meetings and always there to hear our ideas.

His frequent visits at our office were always productive and efficient. It is because of this and Mr. Rodriguez passion for his job that we look forward to continue doing business with Edinburg's Racetrack

I highly recommend Albert Rodriguez as part of the cities representation. His leadership skills are those of someone who loves what he does.

Sincerely,

Agustin Lozano / *Public Relations Manager*
Printed Name / Title

Agustin Lozano
Signature

Johnny Rodriguez / *Public Relations*
Printed Name / Title

Johnny Rodriguez
Signature

Fernando G. de la Garza Jr. / *Commercial Fleet manager*
Printed Name / Title

Fernando G. de la Garza Jr.
Signature

FEW Inc.

5218 E HWY 107
EDINBURG, TX 78542
WWW.FEWPERFORMANCE.COM
956-381-8370
956-381-0684

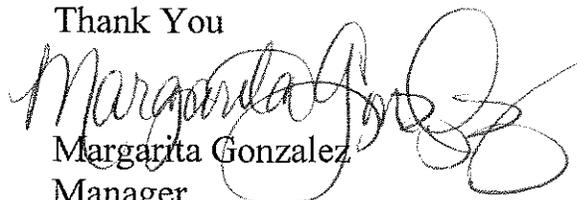
To: Richard Hinojosa
City Manager

I have had a professional relationship with my employer Albert Rodriguez, for the past 9 years. We have worked in many capacities, but foremost as his manager.

For the whole time that Albert and I have worked together, he has demonstrated incredible leadership qualities and has always showed respect for his employees. I have learned many skills from observing Albert. He has proven to be an excellent employer, colleague and friend.

I feel certain that Albert Rodriguez will be an excellent candidate at any endeavor. If I can be of further assistance, please let me know. You can reach me at 956-381-8370.

Thank You



Margarita Gonzalez
Manager
FEW Inc
956-381-8370

RGV Pro Lighting

Adan Perez

909 E. Palma Vista Dr.

Palmview, TX 78572

December 18, 2015

Dear Richard Hinojosa City Manager:

I, Adan Perez, owner of RGV Pro Lighting have known Albert and Rey for over 3 years. As an automotive/aviation enthusiast we have an ongoing business relationship. Our company has grown over these past few years thanks to Albert and Rey and promotions at Raceway.

We have worked together to gain worldwide recognition with events like the 2015 Hell Cat Track Attack, We along with Burns Motors worked alongside Rey and Albert for the unveiling of the first Dodge Hell Cat that took place at the Edinburg Raceway in December 2014. This event gained huge recognition for all parties involved. They gave us the opportunity to be part of the team to bring in fans of all ages and from all over the nation. The automotive and innovative lighting industry as well as the performance is the future.

As a team they are highly motivated, responsible, with great resources and ideas to accomplish their goal and deliver what they promise. They are a valuable asset to any company or corporation, with management skills and leadership that any entry level team will not be able to achieve. We highly recommend them to take on any task and deliver their 100%.

If you have any questions please do not hesitate to call me.

Sincerely,

Adan Perez



Adan Perez
RGV PRO Lighting
FAA Certified Airworthiness Inspector
RGVPROLIGHTING.COM
(956)529-9043

Addendum #1

Due to a delay in processing our federal tax ID number, we were unable to secure a business bank account in time to submit with the RFP...we are attaching our presidents personal banking information and our federal tax ID infirmationb as a substitute to make the RFP deadline.

CPR Motorsports Management

**EXHIBIT "B" OF RACE TRACK LEASE & OPERATION AGREEMENT BETWEEN THE
CITY OF EDINBURG AND CPR MOTOR SPORTS ENTRAINMENT**

CONSENT AGENDA

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL SPECIAL MEETING
MARCH 08, 2016

Consider Rescheduling the Tuesday, March 15, 2016 Regular City Council Meeting to Tuesday, March 22, 2016. [Myra L. Ayala Garza, City Secretary]

STAFF COMMENTS AND RECOMMENDATION:

The City Charter for the City of Edinburg, Article III, Section 2, specifically requires that the City Council shall meet not less frequently than once each month. In adherence to the City Charter, it was prescribed by ordinance and codified in the Code of Ordinances, Chapter 31, Section 31.01, Rule 1, that Regular Meetings shall be held on the first and third Tuesdays of each month.

Due to a possible lack of quorum it is being recommended that the Tuesday, March 15, 2016 City Council regularly scheduled meeting be rescheduled to Tuesday, March 22, 2016.

There are no public hearings scheduled, nor are there any anticipated Governing Body issues that would require legislative action on the date of the next scheduled meeting.

RECOMMENDATION:

Approve Rescheduling the Tuesday, March 15, 2016 Regular City Council Meeting to Tuesday, March 22, 2016.

REVIEWED BY:

PREPARED BY:

Clarice Y. Balderas,
Administrative Assistant

/s/Richard M. Hinojosa
Richard M. Hinojosa
City Manager

/s/Myra L. Ayala Garza
Myra L. Ayala Garza
City Secretary

RECORD OF VOTE:

APPROVED
DISAPPROVED
TABLED
NO ACTION

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember