

AN ORDINANCE 2015-10-22-0908

AUTHORIZING A CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM GRANT AGREEMENT FOR UP TO \$233,907.00 BETWEEN THE CITY OF SAN ANTONIO, THE BOARD OF DIRECTORS FOR TAX INCREMENT REINVESTMENT ZONE NUMBER ELEVEN, CITY OF SAN ANTONIO, TEXAS AND CHELSEA'S CATERING AND BAR SERVICE TO FUND EQUIPMENT IMPROVEMENTS AT CHELSEA'S CATERING HEADQUARTERS AND ECONOMIC DEVELOPMENT THROUGH FULL-TIME JOB CREATION WITHIN THE BOUNDARIES OF THE INNER CITY TIRZ.

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WHEREAS, the Inner City Tax Increment Reinvestment Zone Number Eleven (the "TIRZ") was designated on December 14, 2000, through Ordinance 93101 and amended boundaries and extended term on December 5, 2013, through Ordinance 2013-12-05-0871 by City Council to support development, redevelopment, revitalization and public infrastructure improvements within an area adjacent to downtown San Antonio; and

WHEREAS, the City of San Antonio ("City") and the Inner City TIRZ Board ("Board") desire to provide financial incentives to Chelsea's Catering and Bar Service ("Grantee"), a full service catering and beverage service engaged in providing new jobs and investment within the Inner City Tax Increment Reinvestment Zone Number Eleven; and

WHEREAS, the Grantee has invested \$135,820.00 to rehabilitate a two-story 7,000 square foot facility located at 217 Cactus Street ("Project site") which has eliminated significant blight as a result within the Inner City TIRZ; and

WHEREAS, the Grantee intends to utilize the second floor for its corporate headquarters and the first floor as a commercial kitchen; and

WHEREAS, the Grantee has requested and submitted a proposal to receive \$233,907.00 in TIRZ funding to purchase commercial kitchen equipment and to create jobs within the Inner City TIRZ ("Project"); and

WHEREAS, funding for the proposal has been reviewed and evaluated by City staff within the parameters contained in the City's Economic Development Incentive Fund ("EDIF") Guidelines; and

WHEREAS, the Grantee proposes that the TIRZ funding will help provide an additional twenty (20) staff positions for a total of forty (40) full-time staff positions of which all new employee wages will meet or exceed the City's "Living Wage" standard (Currently \$11.66/hour) as per the EDIF Guidelines; and

WHEREAS, the Grantee has also proposed that at least seventy percent (70%) of all new and existing employees, with at least one year of employment with the company, will earn at least \$14.96/hour in compliance with EDIF Guidelines; and

WHEREAS, the Grantee has also proposed to provide each full-time employee at the Project site access to a health insurance program within one-year of employment for them and their dependents; and

WHEREAS, the City and the Board have indentified \$233,907.00 in TIRZ funding for the Project and the Board approved the funding on August 14, 2015; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The terms and conditions of a Chapter 380 Economic Development Program Grant Agreement with Chelsea's Catering and Bar Service for use at the Project site within the Inner City TIRZ in the amount up to \$233,907.00 are approved.

SECTION 2. The City Manager or her designee is authorized to execute the Agreement, a copy of which, in substantially final form is attached to this Ordinance as Exhibit A. A copy of the fully executed agreement will be substituted for Exhibit A upon receipt of all signatures.

SECTION 3. City Staff is authorized to amend the Inner City TIRZ Project and Finance Plans to include this Project.

SECTION 4. There is no fiscal impact from the proposed action. All funding for the proposed project will be paid from the Inner City TIRZ fund from available tax increment and will not impact the City's General Fund.

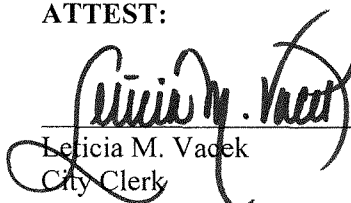
SECTION 5. This Ordinance shall become effective immediately upon its passage by eight (8) affirmative votes of the City Council. If less than eight (8) affirmative votes are received, then this Ordinance shall be effective ten (10) days after passage.

PASSED AND APPROVED this 22nd day of October, 2015.



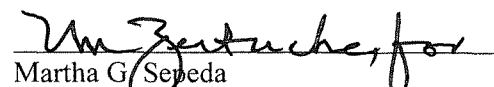
M A Y O R
Ivy R. Taylor

ATTEST:



Leticia M. Vacek
City Clerk

APPROVED AS TO FORM:



Martha G. Sepeda
Acting City Attorney

Agenda Item:	13
Date:	10/22/2015
Time:	09:38:10 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing the execution of a 380 Economic Development Program Grant Agreement for up to \$233,907.00 of Inner City TIRZ Funding to Chelsea's Catering and Bar Service for commercial kitchen equipment located at 217 Cactus Street. [Peter Zaroni, Deputy City Manager, John Dugan, Director, Planning and Community Development]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x				
Alan Warrick	District 2	x					
Rebecca Viagran	District 3		x				x
Rey Saldaña	District 4		x			x	
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

EXHIBIT A

STATE OF TEXAS

COUNTY OF BEXAR

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**CHAPTER 380 ECONOMIC
DEVELOPMENT PROGRAM
GRANT AGREEMENT OF THE
CITY OF SAN ANTONIO**

This Chapter 380 Economic Development Program Grant Agreement (hereinafter referred to as this "Agreement") is made and entered into by and among the City of San Antonio (the "CITY"), a municipal corporation of the State of Texas, acting by and through its CITY Manager or her designee, Tax Increment Reinvestment Zone Eleven (the "TIRZ"), acting by and through its Board of Directors (the "Board"), and Chelsea's Catering and Bar Service, LLC (hereinafter referred to as "GRANTEE") and whom together may be referred to as the "Parties."

RECITALS

WHEREAS, GRANTEE is engaged in an economic development project located within the CITY limits of the CITY, the boundaries of the Inner City TIRZ and that has resulted in the investment of \$135,820.00 to rehabilitate a two-story 7,000 square foot facility to serve as a corporate headquarters, commercial kitchen, and warehouse located at 217 Cactus Street, San Antonio, TX 78210, (the "Project Site") as more specifically described in **Exhibit A**, (the "Project"); and

WHEREAS, the Project Site is currently serving as the corporate headquarters for the GRANTEE, and the GRANTEE desires to expand operations to include a commercial kitchen space, and warehouse to allow them to add twenty (20) new full-time employees; and

WHEREAS, GRANTEE is seeking economic incentives from the CITY and the TIRZ to undertake and complete the Project by adding \$233,907.00 in equipment and improvements to the Project site; and

WHEREAS, the CITY and the TIRZ have identified funds to be made available to GRANTEE in the form of an economic development program grant for use in undertaking and completing the Project in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Chapter 380 of the Texas Local Government Code and Section 311.010(b) and Section 311.010(h) of the Texas Tax Code, the CITY and the TIRZ are authorized to grant funds to promote state or local economic development and to stimulate business and commercial activity in the municipality and within the TIRZ; and

WHEREAS, in accordance with City of San Antonio City Ordinance No. 100684, CITY created such a program for the purpose of making grants available for economic development projects that the City finds will accomplish the purpose and goals of Chapter 380; and

WHEREAS, the CITY and the TIRZ have identified grant funds to be made available to GRANTEE for the Project and the Board of Directors of the TIRZ has authorized the TIRZ to enter into this Agreement with GRANTEE in accordance with the Resolutions attached hereto as "**Exhibit B**"; and

WHEREAS, the CITY Council has authorized the CITY Manager or her designee to enter into this Agreement in accordance with CITY Ordinance No. 2015-10-22-____, **Exhibit C**, passed and approved on _____, 2015, to grant certain funds as described herein; and

WHEREAS, the Board of Directors of the TIRZ, by resolution dated _____, 2015, has authorized the TIRZ to enter into this Agreement for the limited purpose of authorizing Tax Increment Funds (“TIF”), which, pursuant to Section 311.004, Texas Tax Code, are certain funds established by the CITY for the TIRZ, to be used as a funding source for this Agreement; **NOW THEREFORE**:

The Parties hereto severally and collectively agree, for the consideration herein set forth, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described:

ARTICLE I. AGREEMENT PURPOSE

GRANTEE shall undertake the Project which is anticipated to promote local economic development and to stimulate business and commercial activity in the CITY and in the TIRZ. The CITY and TIRZ are supporting the Project through this economic development program grant to provide funds for the purpose of defraying costs associated with the Project’s improvements to the Project Site, which is intended to spur development in the CITY’s Tax Increment Reinvestment Zone by adding full-time jobs and increasing tax increment. The grant is of TIF funds to be used for Project Costs, as defined by the TIF Act, Texas Tax Code Ch. 311 and in accordance with Chapter 380 of the Texas Local Government Code. This Project will be added to the Project and Finance Plans for the Inner City TIRZ.

ARTICLE II. PROJECT REQUIREMENTS

- A. Investment. GRANTEE will make an initial investment of approximately TWO HUNDRED AND THIRTY-THREE THOUSAND NINE HUNDRED AND SEVEN DOLLARS AND ZERO CENTS (\$233,907.00) (the “Minimum Investment”) in building upgrades and installation of equipment costs at the Project site, which shall include approximately TWO HUNDRED AND THIRTY-THREE THOUSAND NINE HUNDRED AND SEVEN DOLLARS AND ZERO CENTS (\$233,907.00) of Project Improvements to the Project site. For the purposes of this agreement, “Project Improvements” shall include construction and installation of improvements on the Project Site, as more particularly described in **Exhibit D** attached and incorporated herein. For the purposes of this Agreement, “Investment” means all expenditures made by Grantee directly or indirectly, without limitation, to develop the project, including: Architectural, engineering and surveying expenses, property acquisition, demolition, construction, site preparation, paving, landscaping, utilities, legal expenses, and reasonable fees paid to consultants, contractors and GRANTEE.
- B. Construction and Installation of equipment. GRANTEE shall make all commercially reasonable efforts to commence construction and installation of the Project Improvements on or before January 31, 2016 (“Commencement Date”) and shall use commercially reasonable efforts to complete construction and installation on the Project Improvements described in **Exhibit D** no later than September 30, 2016 (the “Completion Date”) subject to Force Majeure. The Commencement Date shall be determined by the issuance of a building permit for the Project Site and CITY’s receipt of correspondence from the equipment installer or general contractor for the Project certifying that installation has commenced. The Completion Date shall be determined

by the following: (1) Installation of equipment as required by this Agreement; and (2) be approved by the CITY as evidenced by a Certificate of Occupancy issued by an authorized official of the CITY.

1. GRANTEE shall provide progress reports on "Status Report" attached and incorporated herein as **Exhibit G** to CITY on the Project and Project Site starting no later than thirty (30) days following the Commencement Date, and on the 15th day of January, April, July and October thereafter throughout the duration of this Agreement. In addition to the quarterly progress reports, should CITY request an interim progress report during the term of this Agreement, GRANTEE shall provide such progress report within fifteen (15) business days.

2. GRANTEE shall comply with all applicable Federal, State and local laws and regulations, including federal Environmental Protection Agency (EPA), Texas Department of State Health Services (TDSHS) and Texas Commission on Environmental Quality (TCEQ) rules and regulations and all other regulations and laws relating to the environment, Asbestos Containing Materials (ACM), Hazardous Substances or exposure to ACM and Hazardous Substances as applicable and shall develop and operate the Project in accordance with the terms and conditions of this Agreement.

3. GRANTEE is responsible for complying with all applicable CITY Code provisions, including provisions of the Unified Development Code, enforced pursuant to the CITY's subdivision platting authority, and as amended, including, but not limited to, those provisions related to drainage, utilities, and substandard public street rights-of-ways for development and construction of the Project including the Public Improvements.

4. The GRANTEE shall, at its own cost and expense, maintain or cause to be maintained all Project Improvements for a period of three (3) years after the Completion Date.

C. Job Creation Requirements. GRANTEE shall create a minimum of twenty (20) new Full-Time Jobs within one (1) year of the Completion Date. For the purpose of this Agreement a "Full-Time Job" is defined as a position for which an individual is scheduled to work at least two thousand and eighty (2,080) straight-time paid hours in a fiscal year. The Full-Time jobs shall be created and be subject to the following conditions:

(1) Twenty (20) Full-Time Jobs shall be created prior to October 30, 2017, in addition to the Twenty (20) existing Full-Time Jobs for a total of Forty (40) Full-Time.

(2) The Full-Time Job positions shall comply with CITY's current wage standard policy which is stated in the City's Guideline's and Criteria. The minimum cash wage for all employees shall be ELEVEN DOLLARS AND SIXTY-SIX CENTS (\$11.66) per hour and after one year of full operations the hourly earnings for seventy percent (70%) of all Full-Time Job employees at the Project Site shall be not less than FOURTEEN DOLLARS AND NINETY SIX CENTS (\$14.96) per hour.

(3) Additionally, all employees at the Project site shall be offered an opportunity to participate in GRANTEE's employee benefits program which shall be substantially similar to employee benefits offered to similarly situated employees of GRANTEE in other locations. GRANTEE further covenants and agrees that all of its full-time employees at the Facility shall be offered a health plan which provides coverage for their eligible dependents on terms substantially similar to the coverage provided to the eligible dependents generally of GRANTEE's non-temporary full-time employees.

(4) GRANTEE covenants and agrees that it shall provide CITY's Director of Department of Planning and Community Development with an annual certification from an officer of GRANTEE attesting to the number of jobs created and maintained, as well as wages paid, and real and personal property investment in the Project site by the GRANTEE. Additionally, upon at least five business days prior written notice to GRANTEE by CITY, and subject to applicable statutes, rules, regulations, GRANTEE covenants and agrees that it shall allow designated representatives of CITY access to the Facility during normal business hours for inspection to determine if the terms and conditions of this Agreement are being met. (This inspection is independent of the CITY's police powers to inspect for purposes of assuring compliance with applicable City Codes and Ordinances). CITY's access to GRANTEE's books and records will be limited to information needed to verify that GRANTEE is and has been conducting Business Activities, the amount of personal property investment, and to verify the number of non-temporary Full-Time Jobs at the Facility.

(5) GRANTEE shall comply with all applicable Federal, State and local laws and regulations.

(6) GRANTEE shall maintain all Forty (40) Full-Time jobs in accordance with this Agreement for a period of three (3) years after October 30, 2017.

ARTICLE III. ECONOMIC DEVELOPMENT PROGRAM GRANT

A. **Economic Development Program Grant.** The TIRZ is providing GRANTEE with an Economic Development Program Grant. The TIRZ is directing the CITY to administrate this Agreement by disbursing the Grant Funds and monitoring GRANTEE's compliance with the terms and conditions of this Agreement. Such grant shall be as follows:

1. The TIRZ is providing up to TWO HUNDRED AND THIRTY-THREE THOUSAND NINE HUNDRED AND SEVEN DOLLARS AND ZERO CENTS (\$233,907.00) in tax increment reimbursements from the TIF Fund (hereafter defined), held by the CITY as fiscal agent, to be paid to GRANTEE as set forth herein.

2. The Grant Funds shall be used to reimburse GRANTEE for Investments in costs of the Project Improvements for the Project site.

B. **Grant Disbursement.** The Grant Funds will be distributed over the Term of this Agreement, subject to the terms and conditions herein, as follows:

1. **Initial Requirements.** Grant disbursement shall require:

- (1) Execution of the Agreement by all Parties; and
- (2) Submittal of a Contract Progress Payment Request which includes evidence of equipment installation and payment; and
- (3) Receipt of evidence of the issuance of a building permit from the CITY for the Project's location on or prior to the Commencement Date; and
- (4) Commencement of construction on the Project to be evidenced by the submission and receipt of a letter confirming commencement by the general contractor to CITY on or prior to the Commencement Date; and

2. **Project Reimbursement** (Maximum of TWO HUNDRED AND THIRTY-THREE THOUSAND NINE HUNDRED AND SEVEN DOLLARS AND ZERO CENTS (\$233,907.00) Subject to the terms and conditions of this Agreement and the Payment Conditions (defined herein), the GRANTEE shall be reimbursed in the following:

(1) **CPPR Approval.** Upon completion of the Public Improvements of the Project in accordance with **Exhibit "D"**, the GRANTEE shall submit to the TIF Unit within ninety (90) days a completed Contract Progress Payment Request (hereinafter "CPPR"), as detailed in **Exhibit E** hereof. The CPPR shall be presented to the Board for review and possible reimbursement authorization after the CITY review and approval, as evidenced by a written CPPR Approval issued by the CITY. Failure to timely submit CPPR's in accordance with this Section shall result in disallowance of any such GRANTEE requests for reimbursement of expenses.

(2) **Corrections to CPPR.** Should there be discrepancies in the CPPR or if more information is required, GRANTEE will have thirty (30) days upon notice by CITY to correct any discrepancies or submit additional information requested by CITY. Failure to timely submit the additional information requested by the CITY shall result in disallowance of the GRANTEE's requested expense reimbursement.

(3) **Maximum Reimbursement of GRANTEE.** Following the Board's authorizations, the GRANTEE shall receive, in accordance with this Agreement, total reimbursements for Public Improvements from the CITY of a maximum of TWO HUNDRED AND THIRTY-THREE THOUSAND NINE HUNDRED AND SEVEN DOLLARS AND ZERO CENTS (\$233,907.00) for Project Improvements on eligible project costs, as full reimbursement for the installation and construction of Project Improvements on the Project Site required under this Agreement.

(4) **Processing of Payment Requests.** Board-authorized reimbursements of Available TIF Funds shall be made to the GRANTEE by the CITY within thirty (30) days if

funds are available for disbursement, if the GRANTEE is in compliance with laws, statutes, ordinances and the requirements of this Agreement.

(5) **Available Tax Increment Funds.** The sole source of the funds to reimburse the GRANTEE for Project Costs shall be the Available TIF Funds levied and collected on the TIRZ Property and contributed by the Participating Taxing Entities participating in the TIRZ to the fund created and maintained by the CITY for the purpose of implementing the Public Improvements of the Project.

(6) **Order or Priority of Payment.** The Parties agree that the CITY and the Board may use funds in the TIF Fund to pay eligible expenditures in the following order or priority of payment: (i) to fully reimburse eligible startup Administrative Costs incurred by CITY; (ii) to pay all other ongoing Administrative Costs to the CITY for administering the TIF Fund and/or the TIRZ, except that if there are insufficient funds for the full reimbursement of ongoing Administrative Costs to the CITY, then the ongoing Administrative Costs of the CITY shall be reimbursed on a pro rata basis; (iii) to reimburse the CITY for costs of the repair, replacement, and maintenance of public infrastructure and associated costs as described in TIRZ Eleven executed Agreements; (iv) to reimburse the CITY under any reclaim of funds pursuant to Article IX; (v) to reimburse any Developer or GRANTEE for any Inner City TIRZ project costs including for Project Improvements, including financing costs, as provided in this Agreement and to the extent that funds in the TIF Fund are available for this purpose. The foregoing notwithstanding, no funds will be paid from the TIF Fund to a Participating Taxing Entity or the GRANTEE for its financial or legal services in any dispute arising under this Agreement or a related interlocal agreement between the GRANTEE and a Participating Taxing Entity or between Participating Taxing Entities.

(7) **Partial Payments.** If Available TIF Funds do not exist in an amount sufficient to make payments in full when the payments are due under this Agreement, partial payment shall be made in the order of priority above, and the remainder shall be paid as Available TIF Funds become available. No fees, costs, expenses or penalties shall be paid to any Party on any late payment.

(8) **Repayment of Invalid Payments.** If any payment to the GRANTEE is held invalid, ineligible, illegal or unenforceable under federal, state or local laws, including but not limited to the charter, codes, or ordinances of the CITY, then and in that event it is the intention of the Parties that such invalid, ineligible, illegal or unenforceable payment shall be repaid in full by the GRANTEE to the CITY for deposit into the TIF Fund, and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable payment was never contained in this Agreement.

Notwithstanding the Effective Date, payment of any and all funds set out in this Agreement is contingent upon the inclusion of the Project through an official amendment of the TIRZ Project Plan and Finance Plans or approval of an Ordinance authorizing the inclusion of the Project through an amendment to the TIRZ Project and Finance Plan by the governing body of the TIRZ and CITY.

ARTICLE IV. AGREEMENT PERIOD

This Agreement shall commence upon the Effective Date listed on the signature page and shall terminate upon the earlier of: (A) the final payment of Grant Funds by CITY and/or TIRZ to GRANTEE in the amount of the Maximum Disbursement Amount and completion of all Project Requirements in accordance with this Agreement; or (B) termination of this Agreement as otherwise provided herein (the "Term").

ARTICLE V. CITY AND TIRZ OBLIGATIONS

A. In consideration of full and satisfactory performance of activities required by this Agreement, CITY and TIRZ will pay GRANTEE in accordance with Article III above.

B. Neither CITY nor TIRZ will be liable to GRANTEE or any other entity for any costs incurred by GRANTEE in connection with this Agreement.

C. The CITY agrees to act as the fiscal agent on behalf of the TIRZ by making disbursements from the TIF Fund for the Project pursuant to this Agreement. Additionally, the CITY shall monitor GRANTEE's compliance with the terms and conditions of this Agreement and provide updated information to the TIRZ regarding the progress of the Project.

D. Any and all amounts payable by the TIRZ under this Agreement are payable solely from the TIRZ TIF Funds, and no claim for payment of any amount outside of this contribution shall be made, claimed or permitted against any other funds, properties, assets or the general credit of the TIRZ and/or the CITY.

ARTICLE VI. RETENTION AND ACCESSIBILITY OF RECORDS

A. GRANTEE shall maintain the fiscal records and supporting documentation for expenditures of Grant Funds associated with this Agreement. GRANTEE shall retain such records and any supporting documentation for the greater of: (1) five (5) years from the end of the Agreement period; or (2) the period required by other applicable laws and regulations.

B. GRANTEE shall, following reasonable advance written notice from the CITY, give the CITY, its designee, or any of their duly authorized representatives, access to and the right to examine all material records related to the cost of Project (the "Records") and the expenditure of the Grant Funds. CITY's access to the Records will be limited to information needed to verify that GRANTEE is and has been complying with the terms of this Agreement. Any information that is not required by law to be made public shall be kept confidential by the CITY. GRANTEE shall not be required to disclose to the CITY or TIRZ any information that by law GRANTEE is required to keep confidential. Should any good faith dispute or question arise as to the validity of the data provided, the CITY reserves the right to require GRANTEE to obtain an independent firm to verify the information. This certified statement by an independent firm shall be provided at the sole cost of GRANTEE. The rights to access the Records shall continue as long as the Records are retained by GRANTEE. Failure to provide reasonable access to the Records to authorized CITY representatives shall be cause for CITY and/or TIRZ to provide notice of intent to suspend or terminate this Agreement as provided for herein, or any portion thereof, for reason

of default. Notwithstanding Section A above, all Records shall be retained by GRANTEE for a period of five (5) years after all performance requirements are achieved for audit purposes until such audits or other administrative, civil or criminal matters including, but not limited to, investigations, lawsuits, administrative inquiries and open record requests are completed.

ARTICLE VII. MONITORING

A. The CITY reserves the right to confirm GRANTEE's compliance with the terms and conditions of this Agreement. The CITY will provide GRANTEE with a written report of the monitor's findings. If the monitoring report notes deficiencies in GRANTEE's performances under the terms of this Agreement, the monitoring report shall include a listing of requirements for the correction of such deficiencies by GRANTEE and a reasonable amount of time in which to attain compliance. Failure by GRANTEE to take action specified in the monitoring report within a reasonable amount of time may be cause for suspension or termination of this Agreement, in accordance with Articles VIII and IX herein.

B. The GRANTEE shall allow the CITY and the Board access to the Project Site for inspections during and upon completion of the Project Improvements and to documents and records reasonably considered necessary by the CITY and/or the Board to assess the GRANTEE's compliance with this Agreement.

ARTICLE VIII. DEFAULT/CURE PERIOD/SUSPENSION

A. Notwithstanding the provisions of Chapter 2251 of the Texas Government Code, in the event GRANTEE fails to comply with the terms of this Agreement such non-compliance shall be deemed a default. CITY shall provide GRANTEE with written notification as to the nature of the default (the "Notice of Default") and grant GRANTEE a sixty (60) day period from the date of CITY's written notification to cure such default (the "Cure Period"). Should GRANTEE fail to cure the default within the Cure Period, CITY may, upon written notification (the "Notice of Suspension"), suspend this Agreement in whole or in part and withhold further payments to GRANTEE. Such Notice of Suspension shall include: (1) the reasons for such suspension; (2) the effective date of such suspension; and, (3) in the case of partial suspension, the portion of the Agreement to be suspended.

B. In the case of default for causes beyond GRANTEE's reasonable control, which cannot with due diligence be cured within the Cure Period, CITY may, in its sole discretion, extend the Cure Period provided that GRANTEE shall: (1) immediately upon receipt of Notice of Default advise CITY of GRANTEE's intention to institute all steps necessary to cure such default and the associated time frame; and (2) institute and thereafter prosecute to completion with reasonable dispatch all steps necessary to cure same.

C. A suspension under this Article VIII may be lifted only at the sole discretion of the CITY upon a showing of compliance with or written waiver by CITY of the term(s) in question.

D. CITY shall not be liable to GRANTEE or to GRANTEE's creditors for costs incurred during any term of suspension of this Agreement.

E. Any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either Party of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the Party to be charged.

ARTICLE IX. TERMINATION

A. Should GRANTEE fail to timely meet the Commencement Date for the Project in accordance with Article II(B) above, at CITY's sole discretion, and with thirty (30) days prior notice to GRANTEE, CITY may terminate the Agreement, in which instance any and all Grant Funds disbursed to GRANTEE by CITY and TIRZ shall be repaid.

B. CITY and/or TIRZ shall have the right to terminate this Agreement in whole or in part for cause should GRANTEE fail to perform under the terms and conditions herein, or should GRANTEE fail to cure a default after receiving written notice of such default with sixty (60) days opportunity to cure. CITY and TIRZ may, upon issuance to GRANTEE of written notice of termination (the "Notice of Termination"), terminate this Agreement for cause and all Grant Funds disbursed to GRANTEE by CITY and/or TIRZ shall be repaid. A Notice of Termination shall include: (1) the reasons for such termination; and (2) the effective date of such Termination.

C. Should CITY and/or TIRZ terminate this Agreement for cause, then CITY shall have the right to recapture any and all disbursed Grant Funds made under this Agreement. CITY shall be entitled to the repayment of the Grant Funds within sixty (60) calendar days from the date of the Notice of Termination.

D. In addition to the above, this Agreement may be terminated by written agreement of the Parties as follows:

1. By the CITY (with the consent of GRANTEE) in which case the two parties shall agree upon the termination conditions, including the repayment of funds and the effective date of termination; or

2. By the GRANTEE (with the consent of the CITY) upon written notification to CITY, setting forth the reasons of such termination, a proposed pay-back plan of all funds disbursed, and the proposed effective date of such termination.

E. Notwithstanding the foregoing, GRANTEE shall not be relieved of its obligation to repay any and all disbursed funds made under this Agreement, nor shall GRANTEE be relieved of any liability to CITY for actual damages due to CITY by virtue of any breach by GRANTEE of any terms of this Agreement.

F. Other Remedies Available. The CITY shall have the right to seek any remedy at law to which it may be entitled, in addition to termination and repayment of funds, if GRANTEE defaults under the material terms of this Agreement and fails to cure such default within the cure period set forth above.

ARTICLE X. NOTICE

Any notice required or permitted to be given hereunder by one Party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if: (a) delivered in person to the address set forth herein below for the Party to whom the notice is given; (b) placed in the United States mail with postage prepaid, return receipt requested, properly addressed to such Party at the address hereinafter specified; or (c) deposited, with fees prepaid, into the custody of a nationally recognized overnight delivery service such as FedEx, addressed to such Party at the address hereinafter specified. Any notice mailed in the above manner shall be effective two (2) business days following its deposit into the custody of the United States Postal Service or one (1) business day following its deposit into the custody of such nationally recognized delivery service, as applicable; all other notices shall be effective upon receipt. From time to time, either Party may designate another address for all purposes under this Agreement by giving the other Party no less than ten (10) calendar days advance written notice of such change of address in accordance with the provisions hereof.

If intended for CITY, to:

City of San Antonio
Attn: Director
Planning & Community Development
1400 S. Flores
San Antonio, TX 78204

If intended for TIRZ Board, to:

Planning & Community Development Dept.

Attn: Tax Increment Finance Unit
1400 S. Flores St.
San Antonio, TX 78204

If intended for GRANTEE, to:

Chelsea's Catering and Bar Service
Attn: Tony Gradney
217 Cactus St.
San Antonio, TX 78203

ARTICLE XI. SPECIAL CONDITIONS AND TERMS

A. Employment. GRANTEE, in accordance with Chapter 2264 of the Texas Government Code, agrees not to knowingly employ any undocumented workers at the Project during the Term of this Agreement. If GRANTEE is convicted of a violation under 8 U.S.C. Section 1324a (f), then GRANTEE shall repay the CITY or TIRZ the Incentives paid under this Agreement for the tax year(s) covered under this Agreement during which such violation occurred. Such payment shall be made within 120 business days after the date GRANTEE is notified by the CITY of such violation. The CITY, in its sole discretion, may extend the period for repayment herein. Additionally, GRANTEE shall pay interest on the amounts due to CITY or TIRZ at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending

rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the CITY) as its prime or base commercial lending rate, from the date of such violation notice until paid.

B. Termination of TIRZ. The Parties agree that, in the event that the CITY, acting in accordance with State law, terminates Reinvestment Zone #11 or adopts an ordinance that causes the termination date of Reinvestment Zone #11 to occur on a date earlier than provided in the ordinance that initially established the TIRZ, the CITY may amend this Agreement, in its sole discretion in accordance with the material terms and conditions of this Agreement.

C. Public Information. GRANTEE acknowledges that this Agreement and all documents ancillary to it are public information within the meaning of Chapter 552 of the Texas Government Code and accordingly may be disclosed to the public. Nothing in this Agreement or any document delivered pursuant to this Agreement waives an otherwise applicable exception to disclosure.

D. Duty to pay taxes. GRANTEE shall pay, on or before their respective due dates, to the appropriate collecting authority all Federal, State, and local taxes and fees which are now or may be levied upon the Zone Property, the GRANTEE or upon the business conducted on the Zone Property or any of the GRANTEE's property used in connection therewith, including employment taxes. GRANTEE shall also maintain in current status all Federal, State, and local licenses and permits required for GRANTEE's business operation.

E. Evidence of Payment. The GRANTEE shall include in the CPPR submission evidence of payment or exemption of the taxes and fees above.

F. No Additional Tax Increment Fund Incentives. The Developer understands and agrees not to apply, request, or seek further funding from the CITY, and or the TIRZ Board for additional incentives directly or indirectly related to this Agreement. The parties acknowledge that the CITY and the TIRZ Board have no obligation to approve or authorize additional incentives paid from the Tax Increment Fund for any activities directly or indirectly related to this Agreement.

ARTICLE XII. CONFLICT OF INTEREST

A. GRANTEE shall ensure that no employee, officer, or individual agent of CITY shall participate in the selection, award or administration of a subcontract supported by funds provided hereunder if a conflict of interest, real or apparent, would be involved. Such conflict of interest would arise when: (1) the employee, officer, or individual agent; (2) any member of his or her immediate family; (3) his or her partner; or, (4) any organization which employs, or is about to employ any of the above, has a financial or other interest in the firm or person selected to perform the subcontract and the relationship calls for payments to be made to such subcontractor on terms which are greater than those which are customary in the industry for similar services conducted on similar terms. GRANTEE shall comply with Chapter 171, Texas Local

Government Code as well as the CITY's Code of Ethics.

B. CITY may terminate this Agreement immediately if the GRANTEE has offered, conferred, or agreed to confer any benefit on a CITY of San Antonio employee or official that the CITY of San Antonio employee or official is prohibited by law from accepting. Benefit means anything reasonably regarded as pecuniary gain or pecuniary advantage, including benefit to any other person in whose welfare the beneficiary has a direct or substantial interest, but does not include a contribution or expenditure made and reported in accordance with law. Notwithstanding any other legal remedies, the CITY may obtain reimbursement for any expenditure made to the GRANTEE resulting from the improper offer, agreement to confer, or conferring of a benefit to a CITY of San Antonio employee or official.

C. **Warrant and Certification.** In accordance with Section 311.0091(h)(1) of the Act, and pursuant to Section A above, the GRANTEE warrants and certifies, and this contract is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City. The GRANTEE further warrants and certifies that the GRANTEE has tendered to the City a **Discretionary Contracts Disclosure Statement** in compliance with the City's Ethics Code using the form provided in **Exhibit F**.

ARTICLE XIII. NONDISCRIMINATION AND SECTARIAN ACTIVITY

A. Non-Discrimination. As a party to this Agreement, GRANTEE understands and agrees to comply with the Non-Discrimination Policy of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or otherwise established herein.

B. None of the performances rendered by GRANTEE under this Agreement shall involve, and no portion of the Incentives received by GRANTEE under this Agreement shall be used in support of, any sectarian or religious activity, nor shall any facility used in the performance of this Agreement be used for sectarian instruction or as a place of religious worship.

C. GRANTEE shall, to the best of its knowledge and belief, include the substance of this Article in all agreements entered into by GRANTEE associated with the funds made available through this Agreement.

ARTICLE XIV. LEGAL AUTHORITY

A. Each Party assures and guarantees to the other that they possesses the legal authority to enter into this Agreement, to receive/deliver the Incentives and Waivers authorized by this Agreement, and to perform their obligations hereunder.

B. The person or persons signing and executing this Agreement on behalf of each Party or representing themselves as signing and executing this Agreement on behalf of a Party, do hereby guarantee that he, she or they have been duly authorized to execute this Agreement on behalf of that Party and to validly and legally bind that Party to all terms, performances and provisions herein set forth.

C. CITY will have the right to suspend or terminate this Agreement in accordance with Articles VIII or IX if there is a dispute as to the legal authority of either GRANTEE or the person signing this Agreement, to enter into this Agreement, any amendments hereto or failure to render performances hereunder. GRANTEE is liable to CITY for all Incentives it has received from CITY under this Agreement if CITY suspends or terminates this Agreement for reasons enumerated in this Article.

ARTICLE XV. LITIGATION AND CLAIMS

A. GRANTEE shall give CITY immediate notice in writing of any action, including any proceeding before an administrative agency, filed against GRANTEE arising out of the performance of any activities hereunder. Except as otherwise directed by CITY, GRANTEE shall furnish immediately to CITY copies of all pertinent papers received by GRANTEE with respect to such action or claim. GRANTEE shall notify the CITY immediately of any legal action, known to GRANTEE, filed against the GRANTEE or any subcontractor thereto, or of any known proceeding filed under the federal bankruptcy code to which GRANTEE or any subcontractor is a party. GRANTEE shall submit a copy of such notice to CITY within 30 calendar days after receipt. No Incentives provided under this Agreement may be used in the payment of any costs incurred from violations or settlements of, or failure to comply with, federal and state regulations. The above notwithstanding, GRANTEE is not required to notify CITY of claims or litigation which arise out of GRANTEE's operations on the Project, including, without limitation, landlord tenant disputes, personal injury actions (e.g., slip and falls), and other operational activities or relationships.

B. GRANTEE acknowledges that CITY is a political subdivision of the State of Texas and is subject to, and complies with, the applicable provisions of the Texas Tort Claims Act, as set out in the Civil Practice and Remedies Code, Section 101.001 *et seq.*, and the remedies authorized therein regarding claims and causes of action that may be asserted by third parties for accident, injury or death.

C. This Agreement shall be interpreted according to the Constitution and the laws of the State of Texas. Venue of any court action brought directly or indirectly by reason of this Agreement shall be in Bexar County, Texas.

ARTICLE XVI. ATTORNEY'S FEES

A. In the event GRANTEE should default under any of the provisions of this Agreement and the CITY should employ attorneys or incur other expenses for the collection of the payments due under this Agreement or the enforcement of performance or observance of any obligation or agreement on the part of GRANTEE herein contained, GRANTEE agrees to pay to the reasonable fees of such attorneys and such other expenses so incurred by the CITY.

B. In the event CITY or TIRZ should default under any of the provisions of this Agreement and the GRANTEE should employ attorneys or incur other expenses for the collection of the payments due under this Agreement or the enforcement of performance or observance of any obligation or agreement on the part of CITY or TIRZ herein contained, CITY and TIRZ agrees to pay to the GRANTEE reasonable fees of such attorneys and such other expenses so incurred by the GRANTEE.

ARTICLE XVII. CHANGES AND AMENDMENTS

A. Except as provided below, any alterations, additions, or deletions to the terms of this Agreement shall be by amendment hereto in writing and executed by all Parties to this Agreement. Any amendments to this Agreement which change or increase any of the Incentives or Waivers to be provided GRANTEE by CITY and/or TIRZ must be approved by CITY ordinance, with TIRZ Board approval, and in accordance with an official amendment of the TIRZ Project Plan and Financing Plan by the governing body of the TIRZ and CITY.

B. Notwithstanding the above, the Commencement and Completion Date in Article II. B. may be amended by approval of the CITY, as evidenced by an agreement in writing between the GRANTEE and the Director of Planning and Community Development. The CITY Council and the TIRZ Board specifically authorizes the Director of the Planning and Community Development Department to amend the Term of this Agreement as well as the Commencement and Completion Date without further CITY Council and TIRZ Board approval.

C. It is understood and agreed by the Parties hereto that performance under this Agreement shall be rendered in accordance with the laws and rules governing the Economic Development Program as set forth in Texas Local Government Code Chapter 380, and the terms and conditions of this Agreement.

D. Any alterations, additions, or deletions to the terms of this Agreement (other than those terms in Article II or III) required by changes in state law or regulations are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulation.

ARTICLE XVIII. SUBCONTRACTING

A. GRANTEE shall use reasonable business efforts to ensure that the performance rendered under subcontracts entered into by GRANTEE complies with all terms and provisions of this Agreement as if such performance were rendered by GRANTEE.

B. GRANTEE, in subcontracting any of the performances hereunder, expressly understands that in entering into such subcontracts, neither CITY nor TIRZ is liable to GRANTEE's subcontractor(s).

ARTICLE XIX. DEBARMENT

By signing this Agreement, GRANTEE certifies that it will not award any Incentives provided under this Agreement to any party which it knows to be debarred, suspended or otherwise excluded from or ineligible for participation in assistance programs by the CITY.

ARTICLE XX. RIGHTS UPON DEFAULT

It is expressly understood and agreed by the Parties hereto that, except as otherwise expressly provided herein, any right or remedy provided for in this Agreement shall not preclude the exercise of any other right or remedy under any other agreements between GRANTEE and the

CITY or TIRZ or under any provision of law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. Failure to exercise any right or remedy hereunder shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

ARTICLE XXI. ASSIGNMENT

A. This Agreement is not assignable by any Party without the written consent of the non-assigning Parties. Each transfer or assignment, to which there has been consent, shall be by instrument in writing, in form reasonably satisfactory to the CITY and the TIRZ and shall be executed by the transferee or assignee who shall agree in writing to be bound by and to perform the terms, covenants and conditions of this Agreement. Failure to first obtain, in writing, the CITY or TIRZ's consent, or failure to comply with the provisions herein shall prevent any such transfer or assignment from becoming effective. In the event the CITY and the TIRZ approves the assignment or transfer of this Agreement, as provided above, the GRANTEE shall be released from the duties and obligations of the Agreement.

B. Notwithstanding the foregoing, GRANTEE may assign this Agreement to a parent, subsidiary, affiliate entity created by GRANTEE for purposes of developing the Project or newly created entity resulting from a merger, acquisition or other corporate restructure or reorganization of GRANTEE. Following the completion of Project Improvements of the Project, GRANTEE shall also have the right to assign this agreement to any party that acquires the Project, subject to the CITY's prior written consent. In either of such any such cases, GRANTEE shall give CITY no less than thirty (30) days prior written notice of the assignment or other transfer; the CITY's consent, which shall not be unreasonably withheld, conditioned or delayed, may be approved at the sole discretion of the CITY Manager or her designee. Any and all future assignees must be bound by all terms and/or provisions and representations of this Agreement as a condition of assignment. Any attempt to assign the Agreement without the notification and subsequent consent of CITY and TIRZ, if consent is required under this Article, shall release CITY and TIRZ from performing any of the terms, covenants and conditions herein. Any assignment of this Agreement in violation of this Article shall enable CITY to terminate this Agreement and exercise its rights under Article IX of this Agreement.

C. Notwithstanding the language in this section, the CITY and GRANTEE also authorize the TIRZ to assign to any other Tax Increment Reinvestment Zone ("Zone") should this Project be included in the boundaries of said Zone and the Board of said Zone agrees to the assignment of all the duties, rights and obligations of the TIRZ as evidenced by a Board resolution. CITY staff and/or TIRZ shall be responsible for providing GRANTEE written notice no less than 30 days prior to the proposed assignment.

D. Any restrictions in this Agreement on the transfer or assignment of the GRANTEE's interest in this Agreement shall not apply to and shall not prevent the assignment of this Agreement to a lending institution or other provider of capital in order to obtain financing for the Project. In no event, shall the CITY or TIRZ be obligated in any way to said financial institution or other provider of capital. The CITY, acting as fiscal agent for the TIRZ, shall only issue checks or any other forms of payment made payable to the GRANTEE.

ARTICLE XXII. ORAL AND WRITTEN AGREEMENTS

All oral and written agreements among the Parties to this Agreement relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement.

ARTICLE XXIII. AUTHORIZED RELIEF FROM PERFORMANCE (*Force Majeure*)

The CITY may grant temporary relief from any deadline for performance of any term of this Agreement if the GRANTEE is prevented from compliance and performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributed to the fault or negligence of the GRANTEE. The burden of proof for the need for such relief shall rest upon the GRANTEE. To obtain relief based upon *force majeure*, the GRANTEE must file a written request with the CITY. CITY will not unreasonably withhold its consent.

ARTICLE XXIV. INSURANCE

A) Prior to the commencement of any work under this Agreement, Grantee shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's TIF Unit, which shall be clearly labeled "*Inner CITY TIRZ, Chelsea's Catering*" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier, and list the agent's signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's TIF Unit. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

C) A Grantee's financial integrity is of interest to the City; therefore, subject to Grantee's right to maintain reasonable deductibles in such amounts as are approved by the City, Grantee shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Grantee's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

<u>TYPE</u>	<u>AMOUNTS</u>
1. Commercial General Liability Insurance to include coverage for the following: <ul style="list-style-type: none"> a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury 	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage

D) Grantee agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of Grantee herein, and provide a certificate of insurance and endorsement that names the Grantee and the CITY as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of Grantee. Respondent shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

E) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. Grantee shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. Grantee shall pay any costs incurred resulting from provision of said documents.

City of San Antonio
Attn: Planning and Community Development Department (TIF Unit)
1400 S. Flores St.
San Antonio, TX 78204

F) Grantee agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
- Provide advance written notice directly to City of any suspension or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

G) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Grantee shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Grantee's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

H) In addition to any other remedies the City may have upon Grantee's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Grantee to stop work hereunder, and/or withhold any payment(s) which become due to Grantee hereunder until Grantee demonstrates compliance with the requirements hereof.

I) Nothing herein contained shall be construed as limiting in any way the extent to which Grantee may be held responsible for payments of damages to persons or property resulting from Grantee's or its subcontractors' performance of the work covered under this Agreement.

J) It is agreed that Grantee's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

K) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided..

L) Grantee and any Subcontractors are responsible for all damage to their own equipment and/or property.

ARTICLE XXV. WORKERS COMPENSATION INSURANCE COVERAGE

A. **Applicability.** This Article is applicable only to construction of Public Improvements, the costs for which the GRANTEE is seeking reimbursement from the CITY and the Board, and is not intended to apply to the private improvements made by the GRANTEE.

B. **Definitions:**

1. Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a Phase of the Project for the duration of the project.
2. Duration of the project - includes the time from the beginning of the work on the Phase of the Project until the GRANTEE's/person's work on the project has been completed and accepted by the CITY.
3. Persons providing services on the Project ("subcontractor" in §406.096 of the Texas Labor Code) - includes all persons or entities performing all or part of the services the GRANTEE has undertaken to perform on the Project, regardless of whether that person contracted directly with the GRANTEE and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity, which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to the Project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

C. The GRANTEE shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the GRANTEE providing services on the Project, for the duration of the Project.

D. The GRANTEE must provide a certificate of coverage to the CITY prior to proceeding under this Agreement.

E. If the coverage period shown on the GRANTEE's current certificate of coverage ends during the duration of the Phase of the Project, the GRANTEE must, prior to the end of the coverage period, file a new certificate of coverage with the CITY showing that coverage has been extended.

F. The GRANTEE shall obtain from each person providing services on a project, and shall provide to the CITY:

1. a certificate of coverage, prior to that person beginning work on the Phase of the Project, so the CITY will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
2. no later than seven days after receipt by the GRANTEE, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Phase of the Project.

G. The GRANTEE shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.

H. The GRANTEE shall notify the CITY in writing by certified mail or personal delivery, within 10 days after the GRANTEE knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

I. The GRANTEE shall post on the Zone Property a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

J. The GRANTEE shall contractually require each person with whom it contracts to provide services on the Project, to:

1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the applicable Phase of the Project;
2. provide to the GRANTEE, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the applicable Phase of the Project;
3. provide the GRANTEE, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the applicable Phase of the Project;
4. obtain from each other person with whom it contracts, and provide to the GRANTEE:
 - (a) a certificate of coverage, prior to the other person beginning work on the Project; and
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the applicable Phase of the Project;

5. retain all required certificates of coverage on file for the duration of the applicable Phase of the Project and for one year thereafter;
6. notify the CITY in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and
7. perform as required by subsections a-g with the certificates of coverage to be provided to the person for whom they are providing services.

K. By signing this Agreement or providing or causing to be provided a certificate of coverage, the GRANTEE is representing to the CITY that all employees of the GRANTEE who will provide services on the Project will be covered by workers' compensation coverage for the duration of the applicable Phase of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the GRANTEE to administrative penalties, criminal penalties, civil penalties, or other civil actions.

L. The GRANTEE's failure to comply with any of these provisions is a breach of this Agreement by the GRANTEE, which entitles the CITY to declare the Agreement void and exercise all legal remedies including to terminate if the GRANTEE does not remedy the breach within ten (10) days after receipt of notice of breach from the CITY without necessity of the ninety (90) day cure period set forth in Article VIII and Article IX.

XXVI. INDEMNIFICATION

A. **The GRANTEE covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY (and the elected officials, employees, officers, directors, and representatives of the CITY), the BOARD (and the officials, employees, officers, directors, and representatives of the BOARD), and any PARTICIPATING TAXING ENTITY (and the elected officials, employees, officers, directors, and representatives of any such entity), individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury or death and property damage, made upon the CITY, BOARD, and/or upon any PARTICIPATING TAXING ENTITY directly or indirectly arising out of, resulting from or related to the GRANTEE'S activities under this AGREEMENT, including any acts or omissions of the GRANTEE, any agent, officer, contractor, subcontractor, director, representative, employee, consultant or sub-consultants of the GRANTEE, and their respective officers, agents, employees, directors and representatives while in the exercise or performance of the rights or duties under this AGREEMENT, all without, however, waiving any governmental immunity available to the CITY, the BOARD, or any PARTICIPATING TAXING ENTITY under Texas Law and without waiving any defenses of the Parties under Texas, Federal, or International Law. IT IS FURTHER**

COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS CONTRACT. THE GRANTEE SHALL ALSO INDEMNIFY, DEFEND AND HOLD THE PARTICIPATING TAXING ENTITIES HARMLESS FROM ANY CLAIMS, DAMAGES AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, ATTORNEY'S FEES, AND PENALTIES ARISING FROM POLLUTION OF THE PROPERTY BY GRANTEE OR GRANTEE'S PREDECESSORS IN TITLE, OR THE FAILURE OF GRANTEE OR GRANTEE'S PREDECESSORS IN TITLE, TO COMPLY WITH LOCAL, STATE OR FEDERAL ENVIRONMENTAL LAWS OR REGULATIONS.

It is the EXPRESS INTENT of the parties to this AGREEMENT that the INDEMNITY provided for in this section, is an INDEMNITY extended by GRANTEE to INDEMNIFY, PROTECT and HOLD HARMLESS, the CITY from the consequences of the CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the City is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the City is the sole cause of the resultant injury, death, or damage. GRANTEE further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

The GRANTEE shall advise the CITY, the BOARD, and any PARTICIPATING TAXING ENTITY in writing within 24 hours of any claim or demand against the CITY, the BOARD, or any PARTICIPATING TAXING ENTITY related to or arising out of the GRANTEE'S activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at the GRANTEE's cost to the extent required under the INDEMNITY in this Section

THE PROVISIONS OF THIS INDEMNITY ARE SOLELY FOR THE BENEFIT OF THE PARTIES AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

The CITY, the BOARD, and/or any PARTICIPATING TAXING ENTITY shall have the right, at their option and at their own expense, to participate in such defense without relieving the GRANTEE of any of its obligations.

B. GRANTEE shall, and does hereby agree to DEFEND, INDEMNIFY and HOLD HARMLESS the CITY, and the BOARD and their respective agents and employees from

and against all encumbrances, claims, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, covenants, controversies, agreements, demands, damages, losses, liens, causes of action, suits, judgments, and attorney fees of any kind or nature whatsoever which are asserted by any person or entity for penalties or sums due any worker or agency for services, labor or materials furnished for the PROJECT. GRANTEE'S INDEMNITY obligations to the CITY under this INDEMNIFICATION shall be limited to all encumbrances, claims, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, covenants, controversies, agreements, demands, damages, losses, liens, causes of action, suits, judgments, and attorney fees of any kind or nature whatsoever by any person or entity for violations of Chapter 2258 of the Texas Government Code or for any sums or penalties due any worker or agency for labor furnished for the PROJECT. To the extent that this INDEMNIFICATION conflicts with the INDEMNIFICATION provisions in Section A above, the provisions in Section A control over those set forth in this Section. Prior to expending any money that GRANTEE would be obligated to INDEMNIFY, the CITY or the BOARD shall send written notice to GRANTEE describing in reasonable detail the claim and allowing GRANTEE to cure such claim within 15 calendar days of receiving the notice.

ARTICLE XXVII. RELATIONSHIP OF PARTIES

GRANTEE is an independent contractor. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of employer and employee, officer, principal and agent, partners, joint ventures or any other similar such relationship between the Parties. As between the CITY, the GRANTEE, the Board, and any Participating Taxing Entity, the GRANTEE is solely responsible for compensation payable to any employee, contractor, or subcontractor of the GRANTEE, and none of the GRANTEE's employees, contractors, or subcontractors will be deemed to be employees, contractors, or subcontractors of the City, the Board, or any Participating Taxing Entity as a result of this Agreement. To the extent permitted by Texas law, no director, officer, employee or agent of the CITY, the Board, or any other Participating Taxing Entity shall be personally responsible for any liability arising under or growing out of this Agreement.

ARTICLE XXVIII. INCORPORATION OF EXHIBITS

Each of the Exhibits listed below is incorporated herein by reference for all purposes as an essential part of the Agreement, which governs the rights and duties of the Parties.

Exhibit A	Property Description
Exhibit B	TIRZ Resolution
Exhibit C	CITY Ordinance
Exhibit D	Project Description
Exhibit E	CPPR
Exhibit F	Discretionary Contracts Disclosure Statement
Exhibit G	Project Status Report

WITNESS OUR HANDS, EFFECTIVE as of _____, 2015 (the "Effective Date"):

Accepted and executed in three duplicate originals on behalf of the CITY of San Antonio pursuant to Ordinance Number 2015-10-08-_____, dated _____, 2015, and by GRANTEE pursuant to the authority of its _____.

CITY OF SAN ANTONIO,
a Texas Municipal Corporation

Sheryl L. Sculley
CITY MANAGER
Date: _____

GRANTEE:
Chelsea's Catering and Bar Service, LLC

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

Leticia Vacek
CITY CLERK

ATTEST (if required):

Name: _____
Title: _____

APPROVED AS TO FORM:

Martha G. Sepeda, Acting City Attorney
Date: _____

**TAX INCREMENT
REINVESTMENT ZONE #11:**

Name: _____
BOARD VICE-CHAIRPERSON
Date: _____

ATTEST: (if required)

Name: _____
Date: _____

Exhibit A - Property Description

Property Search Results > 106957 GRADNEY TONY C for Year 2015

New Search

Details Map

Click on a title bar to expand or collapse the information.

Collapse All

Property

Account

Property ID:	106957	Legal Description:	NCB 632 BLK A LOT 15
Geographic ID:	00632-001-0150	Agent Code:	
Type:	Real		
Property Use Code:	226		
Property Use Description:	RETAIL/RES		

Location

Address:	217 CACTUS RD SAN ANTONIO, TX 78203	Mapsco:	617B7
Neighborhood:	NBHD code11840	Map ID:	
Neighborhood CD:	11840		

Owner

Name:	GRADNEY TONY C	Owner ID:	2909046
Mailing Address:	701 MONTANA ST SAN ANTONIO, TX 78203-1111	% Ownership:	100.0000000000%

Exemptions:

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$100,700	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$5,320	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0

(=) Market Value:	=	\$106,020	
(-) Ag or Timber Use Value Reduction:	-	\$0	

(=) Appraised Value:	=	\$106,020	
(-) HS Cap:	-	\$0	

(=) Assessed Value:	=	\$106,020	

▼ Taxing Jurisdiction

Owner: GRADNEY TONY C

% Ownership: 100.000000000000%

Total Value: \$106,020

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
06	BEXAR CO RD & FLOOD	0.030679	\$106,020	\$106,020	\$32.53
08	SA RIVER AUTH	0.017500	\$106,020	\$106,020	\$18.55
09	ALAMO COM COLLEGE	0.149150	\$106,020	\$106,020	\$158.13
10	UNIV HEALTH SYSTEM	0.276235	\$106,020	\$106,020	\$292.86
11	BEXAR COUNTY	0.297500	\$106,020	\$106,020	\$315.41
21	CITY OF SAN ANTONIO	0.565690	\$106,020	\$106,020	\$599.74
57	SAN ANTONIO ISD	1.382600	\$106,020	\$106,020	\$1,465.83
CAD	BEXAR APPRAISAL DISTRICT	0.000000	\$106,020	\$106,020	\$0.00
SA011	San Antonio TIF #11 Inner City	0.000000	\$106,020	\$106,020	\$0.00
Total Tax Rate:		2.719354			
Taxes w/Current Exemptions:					\$2,883.05
Taxes w/o Exemptions:					\$2,883.06

▼ Improvement / Building

Improvement #1:	Commercial	State Code:	F1	Living Area:	3906.0 sqft	Value: \$90,130
-----------------	------------	-------------	----	--------------	-------------	-----------------

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
→ 220	RETAIL STORE	D - A	BR	1940	3906.0
→ EQS	Equipment Shed	D - A		1940	412.0

Improvement #2:	Commercial	State Code:	F1	Living Area:	sqft	Value: \$10,570
-----------------	------------	-------------	----	--------------	------	-----------------

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
→ CON	Concrete	* - A		2013	1700.0

▼ Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	CSS	Commercial Store Site	0.0976	4252.00	0.00	0.00	\$5,320	\$0

▼ Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2016	N/A	N/A	N/A	N/A	N/A	N/A
2015	\$100,700	\$5,320	0	106,020	\$0	\$106,020
2014	\$67,530	\$5,320	0	72,850	\$0	\$72,850

2013	\$93,930	\$5,320	0	99,250	\$0	\$99,250
2012	\$93,930	\$5,320	0	99,250	\$0	\$99,250
2011	\$85,280	\$5,320	0	90,600	\$0	\$90,600

▼ Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	6/20/2014	Deed	Deed	CLAUDE & ZERNOA BLACK DEVELOPMENT LEADERSHIP FOUNDATION	GRADNEY TONY C	16737	89	20140105213
2	4/15/2014	QC	Quit Claim	HEALTH INCORPORATED	CLAUDE & ZERNOA BLACK DEVELOPMENT LEADERSHIP FOUNDATION	16641	1073	20140064303
3	11/24/2009	Deed	Deed	HEALTH INCORPORATED	CLAUDE & ZERNOA BLACK DEVELOPMENT LEADERSHIP FOUNDATION	14290	1806	20090238847

2016 data current as of Sep 14 2015 12:47AM.
2015 and prior year data current as of Sep 11 2015 10:23PM
For property information, contact (210) 242-2432 or (210) 224-8511 or email.
For website information, contact (210) 242-2500.

Exhibit B - TIRZ Resolution

**A RESOLUTION OF THE BOARD OF DIRECTORS OF TAX INCREMENT
REINVESTMENT ZONE NUMBER ELEVEN, CITY OF SAN ANTONIO, TEXAS
AUTHORIZING THE COMMITMENT OF \$233,907.00 IN TAX INCREMENT
FUNDS FOR NEGOTIATION AND EXECUTION OF A CHAPTER 380
PROGRAM GRANT AGREEMENT WITH CHELSEA'S CATERING AND BAR
SERVICE.**

* * * * *

WHEREAS, the City of San Antonio ("City") and the Inner City TIRZ Board ("Board") desire to provide financial incentives to Chelsea's Catering and Bar Service ("Grantee"), a full service catering and beverage service engaged in providing new jobs and investment within the Inner City Tax Increment Reinvestment Zone Number Eleven ("TIRZ"); and

WHEREAS, the Grantee has invested \$135,820.00 to rehabilitate a two-story 7,000 square foot facility located at 217 Cactus Street ("Project site") and eliminated significant blight as a result within the Inner City TIRZ.

WHEREAS, the Grantee intends to utilize the second floor for the corporate headquarters and the first floor as a commercial kitchen; and

WHEREAS, the Grantee has requested and submitted a proposal to receive \$233,907.00 in TIRZ funding to purchase commercial kitchen equipment and to create jobs within the Inner City TIRZ ("Project"); and

WHEREAS, funding for the proposal has been reviewed and evaluated by City staff within the parameters contained in the City's Economic Development Incentive Fund ("EDIF") Guidelines; and

WHEREAS, the Grantee proposes that the TIRZ funding will help provide an additional twenty (20) full-time staff for a total of forty (40) full-time staff of which all new staff wages will meet or exceed the City's "Living Wage" standard (Currently \$11.66/hour) as per the EDIF Guidelines; and

WHEREAS, the Grantee has also proposed that at least seventy percent (70%) of all new and existing employees, with at least one year of employment with the company, will earn at least \$14.96/hour in compliance with EDIF Guidelines;

WHEREAS, the Grantee has also proposed to provide each full-time employee at the Project site access to a health insurance program within one-year of employment for them and their dependents;

WHEREAS, the City and the Board have indentified \$233,907.00 in TIRZ funding for the Project; **NOW THEREFORE:**

**BE IT RESOLVED BY THE BOARD OF DIRECTORS OF TAX INCREMENT
REINVESTMENT ZONE NUMBER ELEVEN, THE INNER CITY TIRZ, CITY OF SAN
ANTONIO, TEXAS:**

SECTION 1: The recitals set out above are adopted in their entirety.

SECTION 2: The Inner City TIRZ Board of Directors authorizes the commitment of TIRZ funds as a grant to the Grantee from the Inner City TIRZ Tax Increment Fund in an amount not to exceed \$233,907.00, and authorizes City staff to negotiate and execute a Chapter 380 Economic Development Program Grant Agreement with payments of the grant to be made in accordance with the Chapter 311 of the Texas Tax Code ("TIF Act").

SECTION 3: The Inner City TIRZ Board of Directors authorizes staff to include the Project in the Project Plan and Finance Plan of the Inner City TIRZ.

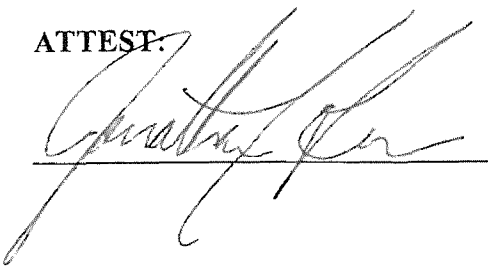
SECTION 4: The Board understands that the Chapter 380 Economic Development Program Grant Agreement also requires approval of City Council.

PASSED AND APPROVED this 14th day of August, 2015.

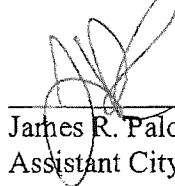


Board Vice Chairperson

ATTEST:



APPROVED AS TO FORM:



James R. Palomo
Assistant City Attorney

Exhibit C - CITY Ordinance

Exhibit D - Project Description

Chelsea's Catering and Bar Service

Project Description and Costs

Chelsea's Catering and Bar Service will install a commercial grade kitchen at 217 Cactus Street. All kitchen equipment and related construction will be installed to meet all applicable codes and ordinances including any applicable state or local food safety codes and standards. The completed kitchen will consist of all necessary equipment to operate a full service catering business including commercial quality food preparation equipment, commercial quality food storage equipment and any necessary ventilation, fire safety and food safety equipment. The project will include upgrades to the existing structures electrical, plumbing and heating air conditioning and ventilation equipment needed to accommodate a commercial catering business.

The following table details the equipment to be installed and the estimated costs:

Equipment	Cost
14" Hood and Installation	\$ 39,000.00
Vegetable Prep/Sink Table	\$ 4,750.00
Reach in Coolers (2)	\$ 9,117.00
Reach in Freezer(2)	\$ 11,699.00
Convection Ovens	\$ 9,988.00
Fryers	\$ 2,790.00
8 Burner Stove	\$ 5,116.00
Prep Tables (5)	\$ 2,975.00
Shelving Carts and Racks	\$ 2,620.00
Meat Slicers	\$ 6,953.00
Dish Washer	\$ 4,760.00
3 Compartment Commercial Sink	\$ 893.00
Food Carriers	\$ 4,900.00
Heating Cabinets	\$ 7,200.00
Coffee Brewers	\$ 6,800.00
Char Broiler	\$ 4,032.00
Ice Maker Machine	\$ 3,163.00
Installation Labor of the above listed items	\$ 32,000.00
Subtotal	\$ 158,756.00

Construction	Cost
Floors and Walls	\$ 6,200.00
Painting	\$ 3,000.00
Electrical System	\$ 16,000.00
Lighting	\$ 3,200.00
Plumbing and Fixtures	\$ 12,855.00
Grease Trap	\$ 696.00
Fire/Safety and Sanitation Equipment	\$ 1,200.00
A/C & Heating Unit	\$ 22,000.00
Commercial Kitchen Design Fees	\$ 10,000.00
Subtotal	\$ 75,151.00

Equipment Subtotal	\$ 158,756.00
Construction Subtotal	\$ 75,151.00
Grand Total	\$ 233,907.00

Exhibit E – CPPR



CITY OF SAN ANTONIO Contract Progress Payment Request (CPPR) Form and Requirements

Prior to submitting an invoice to request reimbursement, the developer must submit to the TIF Unit:

- **All approved Master Development Plans (MDPs), recorded plats, City approved construction plans and Inspections**
- **Copies of the payment and performance bond in accordance with executed Development Agreement**
- **Proof of compliance of the Bidding Policies must accompany the invoices submitted to include, but is not limited to: Publication of request for proposals, list of bidders, rating of bidders, and reason for choosing bidder (*Please refer to City's policy on Bidding Requirements.*)**
- **Letters of acceptance from City departments or other agencies certifying the public infrastructure was constructed and accepted in accordance with all applicable rules, regulations and codes.**

When submitting an invoice for reimbursement, a summary page (refer to Sample Packet, page 2) must accompany all invoices to include related project name, invoice number, period covered by invoices and phase covered by invoices. Invoices must be submitted in the categories listed in the approved Final Finance Plan Sources and Uses page. The Sources and Uses page is broken down into phases and categories on a forecasted maximum allowable cost.

Each category should have their own separate summary page (refer to Sample Packet, page 2) itemizing invoices submitted in each appropriate category. The summary page will need to include maximum allowable cost, actual invoice amount, Plat or MDP number (if applicable) and method of payment. This maximum allowable cost is the forecasted amount that was projected for each category in the phase.

A receipt and/or a cancelled check must accompany each invoice to qualify for reimbursement. The invoice must refer to the related project. The dates and amount on invoices must coincide with receipt or cancelled checks. The invoice total must calculate correctly and tie to the summary page.

Each column is defined below: (refer to Sample Packet, page 2)

- **Column A** is the category from the Sources and Uses page for projected expenses
- **Column B** is the forecasted maximum allowable cost per the Final Finance Plan
- **Column C** is the actual developer's expense
- **Column D** is the amount of prior requests
- **Column E** is the balance column. The balance is the difference between the projected expenses and the actual developer's expenses. (The balance column will be used for internal tracking purposes only.)

*** All invoice Payments must be accompanied by:**

- **Receipt or Cancelled Check**
- **Must Reference the Project**

*** Only those categories outlined in the approved Final Finance Plan are eligible expenses for reimbursement.**

(SAMPLE) Reimbursement for TIRZ Expenses

Project Name: NAD Residential TIRZ		Period covered by this invoice: 12/02---8/03			
Invoice#: One (1)		Phase(s) covered by this invoice: Phases 1, 2, & 3			
Section	A Activity	B Maximum Allowable from Final Finance Plan	C Invoices Amount	D Prior Requests	E **Balance
1	Construction Management	44,200	40,624	0	3,576
2	Contingency	192,500	199,215	0	-6,715
3	Driveway Approach	20,000	22,972	0	-2,972
4	Engineering Survey	50,050	50,000	0	50
5	Formation Fees	150,150	200,000	0	-49,850
6	Gas	144,375	100,000	0	44,375
7	Green Belt/Green Space	26,950	21,000	0	5,950
8	Infrastructure Cost	61,600	60,000	0	1,600
9	Legal Fees	10,000	11,500	0	-1,500
10	Organizational Cost	20,800	35,000	0	-14,200
11	Official Traffic Control Device	15,000	10,000	0	5,000
12	Parking Facilities	30,000	28,250	0	1,750
13	Project Cost	86,163	86,100	0	63
14	Public Schools	10,000	11,000	0	-1,000
15	Recreational Park Area	105,942	105,940	0	2
16	Regional Storm Water Improvements	73,344	73,444	0	-100
17	Relocation Cost	40,747	55,474	0	-14,727
18	Sanitary Sewer	35,000	65,000	0	-30,000
19	Sidewalks	47,500	67,587	0	-20,087
20	Streetscape Planting	20,000	20,000	0	0
21	Street Lights	25,000	25,105	0	-105
22	Water	19,500	19,500	0	0
TOTAL		1,286,321	1,365,211	0	-78,890

Financing Cost does not accrue interest

**The Balance Column is used for Tracking purposes only

All Invoice Payments must be accompanied by:

Receipt or Cancelled Check

Must Reference the Project

The City of San Antonio recommends having a CPA and the Project Engineer certify invoices submitted by developers.

CERTIFICATION: I certify that to the best of my knowledge and belief the data above and supporting documentation attached are correct and that all outlays were made in accordance with the terms of the Development Agreement, plats, & construction plans; and that payment is due and has not been previously reimbursed.	Signature of Certifying Financial Official _____ Typed or printed Name and Title <u>John Doe, CPA</u> DATE: _____	Signature of Certifying Engineer _____ Typed or printed Name & Title <u>John Smith, Engineer</u> DATE: _____
--	--	---

Reimbursement for TIRZ Expenses

Project Name:		Period covered by this invoice:			
Invoice#:		Phase(s) covered by this invoice:			
Section	A Activity	B Maximum Allowable from Final Finance Plan	C Invoices Amount	D Prior Requests	E **Balance
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
TOTAL					

Financing Cost does not accrue interest

**The Balance Column is used for Tracking purposes only

All Invoice Payments must be accompanied by:

Receipt or Cancelled Check

Must Reference the Project

The City of San Antonio recommends having a CPA and the Project Engineer certify invoices submitted by developers.

CERTIFICATION:

I certify, that to the best of my knowledge and belief, the data above and supporting documentation attached are correct and that all outlays were made in accordance with the terms of the Development Agreement, plats, & construction plans; and that payment is due and has not been previously reimbursed.

Signature of Certifying Financial Official

Typed or printed Name and Title:

Signature: _____

DATE: _____

Signature of Certifying Engineer

Typed or printed Name & Title:

Signature: _____

DATE: _____

(SAMPLE) Reimbursement for TIRZ Expenses						
Project Name: NAD Residential TIRZ				Period covered by this invoice: 12/02---8/03		
Invoice #: One (1)				Phase covered by this invoice: Phases 1,2, & 3		
Section 1	Plat and/or MDP #	Maximum Allowable from Final Finance Plan	Invoice #(s)	Invoice Amount(s)	Balance	Method of Payment
Site Work						
Dirt Movers Inc.	00451364		1520	10,000		Ck# 2140
Dirt Movers Inc.	145246		1555	22,000		Ck# 2141
Dirt Movers Inc.	783581		1600	2,500		Ck# 2142
Dirt Movers Inc.	891771		1680	1,124		Ck# 2142
Dirt Movers Inc.	157863146		1685	5,000		Ck# 2144
Total		44,200		40,624	3,576	

Reimbursement for TIRZ Expenses						
Project Name:				Period covered by this invoice:		
Invoice #:				Phase covered by this invoice:		
Section 1	Plat and/or MDP #	Maximum Allowable from Final Finance Plan	Invoice #(s)	Invoice Amount(s)	Balance	Method of Payment
Site Work						
Total						

(SAMPLE) Reimbursement for TIRZ Expenses						
Project Name:				Period covered by this invoice:		
NAD Residential TIRZ				12/02---8/03		
Invoice #:				Phase covered by this invoice:		
One (1)				Phases 1,2, & 3		
Section 2	Plat and/or MDP #	Maximum Allowable from Final Finance Plan	Invoice #(s)	Invoice Amount(s)	Balance	Method of Payment
Streets & Approaches						
NAD Contractors	00451364		2020	\$165,000		Ck# 2523
Total		\$192,500		\$165,000	\$27,500	

Reimbursement for TIRZ Expenses						
Project Name:				Period covered by this invoice:		
Invoice #:				Phase covered by this invoice:		
Section 2	Plat and/or MDP #	Maximum Allowable from Final Finance Plan	Invoice #(s)	Invoice Amount(s)	Balance	Method of Payment
Streets & Approaches						
Total						

(SAMPLE) Reimbursement for TIRZ Expenses

Project Name: NAD Residential TIRZ			Period covered by this invoice: 12/02---8/03			
Invoice #: One (1)			Phase covered by this invoice: Phases 1,2, & 3			
Section 3 Parkway	Plat and/or MDP #	Maximum Allowable from Final Finance Plan	Invoice #(s)	Invoice Amount(s)	Balance	Method of Payment
Fast City Contractors	3574216		123	\$10,000		Ck# 8989
			456	\$4,500		Ck# 8989
			789	\$5,500		Ck# 8989
Total		\$20,000		\$20,000	\$0.00	

Reimbursement for TIRZ Expenses

Project Name: NAD Residential TIRZ			Period covered by this invoice: 12/02---8/03			
Invoice #: One (1)			Phase covered by this invoice: Phases 1,2, & 3			
Section 3 Parkway	Plat and/or MDP #	Maximum Allowable from Final Finance Plan	Invoice #(s)	Invoice Amount(s)	Balance	Method of Payment
Total						

Exhibit F - Discretionary Contracts Disclosure Statement

City of San Antonio
Discretionary Contracts Disclosure

*For use of this form, see Section 2-59 through 2-61 of the City Code (Ethics Code)
Attach additional sheets if space provided is not sufficient.*

(1) Identify any individual or business entity¹ that is a **party** to the discretionary contract:

(2) Identify any individual or business entity which is a **partner, parent** or **subsidiary** business entity, of any individual or business entity identified above in Box (1):

☐ No partner, parent or subsidiary; or

List partner, parent or subsidiary of each party to the contract and identify the corresponding party:

(3) Identify any individual or business entity that would be a **subcontractor** on the discretionary contract.

☐ No subcontractor(s); or

List subcontractors:

(4) Identify any **lobbyist** or **public relations firm** employed by any party to the discretionary contract for purposes related to seeking the discretionary contract.

☐ No lobbyist or public relations firm employed; or

List lobbyists or public relations firms:

¹ A *business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law. A sole proprietor should list the name of the individual and the d/b/a, if any.

(5) Political Contributions

List all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made to any *current* or *former member* of City Council, any *candidate* for City Council, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under Box (1), (2), (3) or (4) above, or by the officers, owners of any business entity listed in Box (1), (2) or (3):

☐ No contributions made; If contributions made, list below:

By Whom Made:	To Whom Made:	Amount:	Date of Contribution:

(6) Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city must disclose any known facts which, reasonably understood, raise a question² as to whether any city official or employee would violate , ("conflicts of interest") by participating in official action relating to the discretionary contract.

☐ Party not aware of facts which would raise a "conflicts-of-interest" issue under Section 2-43 of the City Code; or

Party aware of the following facts:

This form is required to be supplemented in the event there is any change in the information before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed, whichever occurs first.

Signature:	Title: Company or D/B/A:	Date:
------------	---------------------------------	-------

² For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.

Exhibit G Project Status Report

Status Report TIRZ Funded Project

Project Name:	Chelsea's Catering and Bar Service	TIRZ Name & #:	Inner City TIRZ #11	Report Date:	
Progress Report #:		Scheduled Start Date:		Actual Start Date:	
Reporting Period:		Scheduled Completion Date:		Actual Completion Date:	

Task Name	Task Detail	Estimated Install Date	Actual Install Date	Provide a brief explanation of any significant installation delays		
Equipment Installation	14" Hood and Installation					
	Vegetable Prep/Sink Table					
	Reach in Coolers (2)					
	Reach in Freezer(2)					
	Convection Ovens					
	Fryers					
	8 Burner Stove					
	Prep Tables (5)					
	Shelving Carts and Racks					
	Meat Slicers					
	Dish Washer					
	3 Compartment Commercial Sink					
	Food Carriers					
	Heating Cabinets					
	Coffee Brewers					
	Char Broiler					
	Ice Maker Machine					

Task Name	Task Detail	Estimated Completion Date	Actual Completion Date	% Completed this Reporting Period	% Completed to Date	Provide a brief description of any significant delays
Construction	Floors and Walls					
	Painting					
	Electrical					
	Lighting					
	Plumbing and Fixtures					
	Grease Trap					
	Fire Safety and Sanitation					
	HVAC					
	Design					

Comments: (Please describe any project milestones, accomplishments or setbacks that have occurred during this reporting period)

Certification: I certify that to the best of my knowledge and belief, the data above is correct and accurately reflects the status of the project to date.		Signature of Certifying Individual: _____ Date: _____ Type or _____ Telephone _____
--	--	---