

**EXHIBIT A:**  
Resolution T11 2018-08-14-05R

T11 2018-08 -14-05R

**RESOLUTION BY THE BOARD OF DIRECTORS ("BOARD") OF TAX INCREMENT REINVESTMENT ZONE NUMBER 11, CITY OF SAN ANTONIO, TEXAS, KNOWN AS THE INNER CITY TAX INCREMENT ZONE ("TIRZ"), AUTHORIZING THE TAX INCREMENT FINANCE UNIT ("TIF UNIT) STAFF TO NEGOTIATE AGREEMENTS TO PROVIDE FUNDING IN AVAILABLE TAX INCREMENT FROM THE TIRZ FUND WITHIN THE BOUNDARIES OF THE TIRZ.**

\* \* \* \* \*

**WHEREAS**, staff evaluated the tax increment funding process and concluded that streamlining adjustments are necessary to improve efficiency without compromising quality; and

**WHEREAS**, one mode of inefficiency involved requiring the TIF Unit staff to seek initial TIRZ Board permission to negotiate a funding agreement in one meeting and then requiring the TIF Unit to return to the TIRZ Board with the negotiated agreement in a subsequent meeting; and

**WHEREAS**, streamlining measures could be implemented to reduce the number of meetings consuming staff and TIRZ Board time and effort as well as increase the speed of the process without sacrificing any quality; and

**WHEREAS**, one such measure is to authorize the TIF Unit staff to negotiate agreements upfront as opposed to separating the requirement for prior TIRZ Board permission from the negotiation phase of the process, thereby consolidating necessary TIRZ Board actions into one required meeting. This streamlining measure will not impact TIRZ Board project final approval authority. In addition, staff will provide quarterly reporting on applications received to be incorporated into the process; and

**WHEREAS**, the City and the Board desire to provide financial incentives for development and revitalization projects that benefit the City and the TIRZ, and both recognize that a streamlined process is in the overall best interest of the program, now grant the TIF Unit staff the general authority to negotiate agreements without requiring prior specific TIRZ Board permission to negotiate each project agreement; **NOW THEREFORE,**

**BE IT RESOLVED BY THE BOARD:**

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

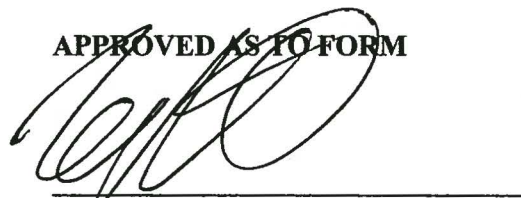
**SECTION 2:** The Board hereby grants the TIF Unit staff general authority to negotiate agreements to provide funding in available tax increment within the boundaries of the TIRZ.

**PASSED AND APPROVED** this August 14, 2018.



City Councilman William Shaw  
Presiding Officer

**APPROVED AS TO FORM**



Ted Murphree  
Assistant City Attorney

**EXHIBIT B:**  
Resolution T11 2019-\_\_\_\_,

This resolution will be presented to the TIRZ board of directors February 27, 2019

**EXHIBIT C:**  
**Contract Progress Payment Request Form**



## **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

<b>Project Name:</b> NAD Residential TIRZ		<b>Period covered by this invoice:</b> 12/02---8/03			
<b>Invoice#:</b> One (1)		<b>Phase(s) covered by this invoice:</b> 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
<b>TOTAL</b>		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.

<b>CERTIFICATION:</b>  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.	<b>Signature of Certifying Financial Official</b>  _____ <b>Typed or printed Name and Title</b>  <u>John Doe, CPA</u>  <b>DATE:</b> _____	<b>Signature of Certifying Engineer</b>  _____ <b>Typed or printed Name &amp; Title</b>  <u>John Smith, Engineer</u>  <b>DATE:</b> _____
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## Reimbursement for TIRZ Expenses

<b>Project Name:</b>		<b>Period covered by this invoice:</b>			
<b>Invoice#:</b>		<b>Phase(s) covered by this invoice:</b>			
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					
<b>TOTAL</b>					

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.

<b>CERTIFICATION:</b>  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.	<b>Signature of Certifying Financial Official</b>  _____ <b>Typed or printed Name and Title:</b>  _____  <b>Signature:</b> _____  <b>DATE:</b> _____	<b>Signature of Certifying Engineer</b>  _____ <b>Typed or printed Name &amp; Title:</b>  _____  <b>Signature:</b> _____  <b>DATE:</b> _____
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**(SAMPLE) Reimbursement for TIRZ Expenses**

<b>Project Name:</b>			<b>Period covered by this invoice:</b>			
<b>NAD Residential TIRZ</b>			<b>12/02---8/03</b>			
<b>Invoice #:</b> <b>One (1)</b>			<b>Phase covered by this invoice:</b> <b>Phases 1,2, &amp; 3</b>			
<b>Section 1</b>	<b>Plat and/or MDP #</b>	<b>Maximum Allowable from Final Finance Plan</b>	<b>Invoice #(s)</b>	<b>Invoice Amount(s)</b>	<b>Balance</b>	<b>Method of Payment</b>
<b>Site Work</b>						
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
<b>Total</b>		<b>44,200</b>		<b>40,624</b>	<b>3,576</b>	

**Reimbursement for TIRZ Expenses**

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



**(SAMPLE) Reimbursement for TIRZ Expenses**

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

**Reimbursement for TIRZ Expenses**

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

**(SAMPLE) Reimbursement for TIRZ Expenses**

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

**Reimbursement for TIRZ Expenses**

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

**EXHIBIT D:**  
Project Site

# Bexar CAD

## Property Search Results > 105758 MERCHANTS ICE LLC for Year 2018

Tax Year: 2018

### Property

#### Account

Property ID:	105758	Legal Description:	NCB 567 BLK 4 LOT 1 THRU 14
Geographic ID:	00567-004-0020	Zoning:	D
Type:	Real	Agent Code:	60585
Property Use Code:	098		
Property Use Description:	TRANSITIONAL USE		

#### Protest

Protest Status:  
 Informal Date:  
 Formal Date:

#### Location

Address:	1305 E HOUSTON ST SAN ANTONIO, TX 78205	Mapsco:	617A5
Neighborhood:	NBHD code11810	Map ID:	
Neighborhood CD:	11810		

#### Owner

Name:	MERCHANTS ICE LLC	Owner ID:	3082744
Mailing Address:	14785 OMICRON DR STE 100 SAN ANTONIO, TX 78245-3223	% Ownership:	100.000000000000%
		Exemptions:	

### Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$212,140	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$1,265,220	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0
-----			
(=) Market Value:	=	\$1,477,360	
(-) Ag or Timber Use Value Reduction:	-	\$0	
-----			
(=) Appraised Value:	=	\$1,477,360	
(-) HS Cap:	-	\$0	
-----			
(=) Assessed Value:	=	\$1,477,360	

### Taxing Jurisdiction

Owner: MERCHANTS ICE LLC

% Ownership: 100.000000000000%

Total Value: \$1,477,360

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax		
06	BEXAR CO RD & FLOOD	0.023668	\$1,477,360	\$1,477,360	\$349.66		
08	SA RIVER AUTH	0.018580	\$1,477,360	\$1,477,360	\$274.49		
09	ALAMO COM COLLEGE	0.149150	\$1,477,360	\$1,477,360	\$2,203.48		
10	UNIV HEALTH SYSTEM	0.276235	\$1,477,360	\$1,477,360	\$4,080.99		
11	BEXAR COUNTY	0.277429	\$1,477,360	\$1,477,360	\$4,098.62		
21	CITY OF SAN ANTONIO	0.558270	\$1,477,360	\$1,477,360	\$8,247.66		
57	SAN ANTONIO ISD	1.562600	\$1,477,360	\$1,477,360	\$23,085.23		
CAD	BEXAR APPRAISAL DISTRICT	0.000000	\$1,477,360	\$1,477,360	\$0.00		
SA011	San Antonio TIF #11 Inner City	0.000000	\$1,477,360	\$1,477,360	\$0.00		
Total Tax Rate:		2.865932					
					Taxes w/Current Exemptions:	\$42,340.13	
					Taxes w/o Exemptions:	\$42,340.13	

## Improvement / Building

<b>Improvement #1:</b>	Commercial	State Code:	F1	Living Area:	62260.0 sqft	Value: \$41,240
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Type	Description	Class CD	Exterior Wall	Year Built	SQFT
315	COLD STORAGE WHSE	B - F	BR	1942	46776.0
315	COLD STORAGE WHSE	B - F	BR	1942	3198.0
315	COLD STORAGE WHSE	B - F	CB	1942	4838.0
400	OFFICE	C - F	BR	1942	1976.0
315	COLD STORAGE WHSE	C - F	CB	1942	1824.0
320	STORAGE WAREHOUSE	C - F	CB	1942	3648.0

<b>Improvement #2:</b>	Commercial	State Code:	F1	Living Area:	20293.0 sqft	Value: \$32,870
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Type	Description	Class CD	Exterior Wall	Year Built	SQFT
208	BAR	C - F	BR	1909	20293.0

<b>Improvement #3:</b>	Commercial	State Code:	F1	Living Area:	34270.0 sqft	Value: \$27,770
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Type	Description	Class CD	Exterior Wall	Year Built	SQFT
320	STORAGE WAREHOUSE	C - F	BR	1909	34270.0

<b>Improvement #4:</b>	Commercial	State Code:	F1	Living Area:	13011.0 sqft	Value: \$7,050
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Type	Description	Class CD	Exterior Wall	Year Built	SQFT
320	STORAGE WAREHOUSE	C - F	BR	1909	4536.0
400	OFFICE	C - F	BR	1909	756.0
320	STORAGE WAREHOUSE	C - F	BR	1909	7719.0

<b>Improvement #5:</b>	Commercial	State Code:	F1	Living Area:	sqft	Value: \$690
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Type	Description	Class CD	Exterior Wall	Year Built	SQFT
LDK	Loading Dock	* - F		0	3388.0

<b>Improvement #6:</b>	Commercial	State Code:	F1	Living Area:	sqft	Value: \$170
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Type	Description	Class CD	Exterior Wall	Year Built	SQFT
FEN	Fence	S - A		0	510.0

<b>Improvement #7:</b>	Commercial	State Code:	F1	Living Area:	sqft	Value: \$160
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Type	Description	Class CD	Exterior Wall	Year Built	SQFT
CON	Concrete	* - A		0	1735.0

<b>Improvement #8:</b>	Commercial	State Code:	F1	Living Area:	sqft	Value: \$2,000
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Type	Description	Class CD	Exterior Wall	Year Built	SQFT
CNP	Canopy	* - A		0	3388.0

<b>Improvement #9:</b>	Commercial	State Code:	F1	Living Area:	sqft	Value: \$100
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Type	Description	Class CD	Exterior Wall	Year Built	SQFT
LDK	Loading Dock	* - A		0	396.0

<b>Improvement #10:</b>	Commercial	State Code:	F1	Living Area:	sqft	Value: \$100
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Type	Description	Class CD	Exterior Wall	Year Built	SQFT
LDK	Loading Dock	* - A		0	396.0

<b>Improvement #11:</b>	Commercial	State Code:	F1	Living Area:	sqft	Value: \$140
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Type	Description	Class CD	Exterior Wall	Year Built	SQFT
LDK	Loading Dock	* - A		0	524.0

<b>Improvement #12:</b>	Commercial	State Code:	F1	Living Area:	sqft	Value: \$310
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Type	Description	Class CD	Exterior Wall	Year Built	SQFT
CNP	Canopy	* - A		0	524.0

<b>Improvement #13:</b>	Commercial	State Code:	F1	Living Area:	sqft	Value: \$290
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Type	Description	Class CD	Exterior Wall	Year Built	SQFT
CNP	Canopy	* - A		0	484.0

<b>Improvement #14:</b>	Commercial	State Code:	F1	Living Area:	sqft	Value: \$370
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Type	Description	Class CD	Exterior Wall	Year Built	SQFT
CNP	Canopy	* - A		0	619.0

<b>Improvement #15:</b>	Commercial	State Code:	F1	Living Area:	sqft	Value: \$40
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Type	Description	Class CD	Exterior Wall	Year Built	SQFT
EQS	Equipment Shed	C - A		0	117.0

<b>Improvement #16:</b>	Commercial	State Code:	F1	Living Area:	sqft	Value: \$70
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Type	Description	Class CD	Exterior Wall	Year Built	SQFT
LDK	Loading Dock	* - A		0	273.0

<b>Improvement #17:</b>	Commercial	State Code:	F1	Living Area:	sqft	Value: \$160
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Type	Description	Class CD	Exterior Wall	Year Built	SQFT
CNP	Canopy	* - A		0	273.0

<b>Improvement #18:</b>	Commercial	State Code:	F1	Living Area:	sqft	Value: \$1,560
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Type	Description	Class CD	Exterior Wall	Year Built	SQFT
ASP	Asphalt	* - A		0	28000.0

<b>Improvement #19:</b>	Commercial	State Code:	F1	Living Area:	sqft	Value: \$8,910
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Type	Description	Class CD	Exterior Wall	Year Built	SQFT
LDK	Loading Dock	* - A		0	2880.0

<b>Improvement #20:</b>	Commercial	State Code:	F1	Living Area:	sqft	Value: \$34,040
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Type	Description	Class CD	Exterior Wall	Year Built	SQFT
CNP	Canopy	* - A		0	2880.0

<b>Improvement #21:</b>	Commercial	State Code:	F1	Living Area:	sqft	Value: \$710
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Type	Description	Class CD	Exterior Wall	Year Built	SQFT
LDK	Loading Dock	* - F		0	175.0

<b>Improvement #22:</b>	Commercial	State Code:	F1	Living Area:	sqft	Value: \$16,030
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Type	Description	Class CD	Exterior Wall	Year Built	SQFT
LDK	Loading Dock	* - A		0	3108.0

<b>Improvement #23:</b>	Commercial	State Code:	F1	Living Area:	sqft	Value: \$36,730
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Type	Description	Class CD	Exterior Wall	Year Built	SQFT
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CNP Canopy \* - A 0 3108.0

<b>Improvement #24:</b>	Commercial	State Code:	F1	Living Area:	sqft	Value:	\$630
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Type	Description	Class CD	Exterior Wall	Year Built	SQFT
LDK	Loading Dock	* - F		0	155.0

## Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	IND	Industrial	4.0341	175725.40	0.00	0.00	\$1,265,220	\$0

## Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2019	N/A	N/A	N/A	N/A	N/A	N/A
2018	\$212,140	\$1,265,220	0	1,477,360	\$0	\$1,477,360
2017	\$205,780	\$1,054,350	0	1,260,130	\$0	\$1,260,130
2016	\$205,720	\$834,700	0	1,040,420	\$0	\$1,040,420
2015	\$205,720	\$794,280	0	1,000,000	\$0	\$1,000,000

## Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	8/31/2017	SWD	Special Warranty Deed	URBAN ICE LTD	MERCHANTS ICE LLC	18718	345	20170174131
2	11/4/1999	Deed	Deed		URBAN ICE LTD	8201	1357	0

**2019 data current as of Jan 2 2019 12:39AM.**

**2018 and prior year data current as of Dec 7 2018 8:39AM**

**For property information, contact (210) 242-2432 or (210) 224-8511 or email.**

**For website information, contact (210) 242-2500.**





105458

105485

105488

105489

105491

105492

383

352

NOLAN ST

105805

## Property Information (105758)

**Owner Name:** MERCHANTS ICE LLC**Doing Business As:** MERCHANTS COLD STORAGE**Property Identification Number:** 105758**Geo Identification Number:** 00567-004-0020**Legal Description:** NCB 567 BLK 4 LOT 1 THRU 14**State Code:** F1**Address:** 1305 E HOUSTON ST SAN ANTONIO, TX 78205**Taxing Jurisdictions:** 10, SA011, 57, 08, 09, CAD, 06, 21, 11**Appraised Value:** N/A**Neighborhood:** NBHD code 11810**Abstract Code:** S00567[Property Detail](#)[Zoom In](#)

105847

105848

105849

105850

105851

105845

BOOKER AVE

105858

105867

105862

105856

105871

105872

105864

105866

105753

105754

105746

105751

105782

105783

105784

105760

105781

BROWN AVE

105779

105777

105771

105785

105786

105778

105788

105787

HOUSTON ST

San Antonio

105876

105871

105881

105880

105878

105879

105883

1148505

60m

200ft

# Bexar CAD

## Property Search Results > 105871 MERCHANTS ICE LLC Tax Year: 2018 for Year 2018

### Property

#### Account

Property ID:	105871	Legal Description:	NCB 574 BLK B-13 LOT 31 MERCHANTS SUBD
Geographic ID:	00574-131-0310	Zoning:	D
Type:	Real	Agent Code:	60585
Property Use Code:	099		
Property Use Description:	VACANT LAND		

#### Protest

Protest Status:

Informal Date:

Formal Date:

#### Location

Address:	1304 E HOUSTON ST SAN ANTONIO, TX 78202	Mapsc0:	617A5
Neighborhood:	NBHD code11810	Map ID:	
Neighborhood CD:	11810		

#### Owner

Name:	MERCHANTS ICE LLC	Owner ID:	3082744
Mailing Address:	14785 OMICRON DR STE 100 SAN ANTONIO, TX 78245-3223	% Ownership:	100.000000000000%
		Exemptions:	

### Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$0	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$252,710	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0
-----			
(=) Market Value:	=	\$252,710	
(-) Ag or Timber Use Value Reduction:	-	\$0	
-----			
(=) Appraised Value:	=	\$252,710	
(-) HS Cap:	-	\$0	
-----			
(=) Assessed Value:	=	\$252,710	

### Taxing Jurisdiction

Owner: MERCHANTS ICE LLC

% Ownership: 100.000000000000%

Total Value: \$252,710

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax		
06	BEXAR CO RD & FLOOD	0.023668	\$252,710	\$252,710	\$59.81		
08	SA RIVER AUTH	0.018580	\$252,710	\$252,710	\$46.95		
09	ALAMO COM COLLEGE	0.149150	\$252,710	\$252,710	\$376.92		
10	UNIV HEALTH SYSTEM	0.276235	\$252,710	\$252,710	\$698.08		
11	BEXAR COUNTY	0.277429	\$252,710	\$252,710	\$701.09		
21	CITY OF SAN ANTONIO	0.558270	\$252,710	\$252,710	\$1,410.80		
57	SAN ANTONIO ISD	1.562600	\$252,710	\$252,710	\$3,948.85		
CAD	BEXAR APPRAISAL DISTRICT	0.000000	\$252,710	\$252,710	\$0.00		
SA011	San Antonio TIF #11 Inner City	0.000000	\$252,710	\$252,710	\$0.00		
Total Tax Rate:		2.865932					
					Taxes w/Current Exemptions:	\$7,242.50	
					Taxes w/o Exemptions:	\$7,242.50	

### Improvement / Building

No improvements exist for this property.

### Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	CSS	Commercial Store Site	0.8057	35098.00	0.00	0.00	\$252,710	\$0

### Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2019	N/A	N/A	N/A	N/A	N/A	N/A
2018	\$0	\$252,710	0	252,710	\$0	\$252,710
2017	\$0	\$210,590	0	210,590	\$0	\$210,590
2016	\$0	\$147,410	0	147,410	\$0	\$147,410
2015	\$0	\$140,390	0	140,390	\$0	\$140,390

### Deed History - (Last 3 Deed Transactions)

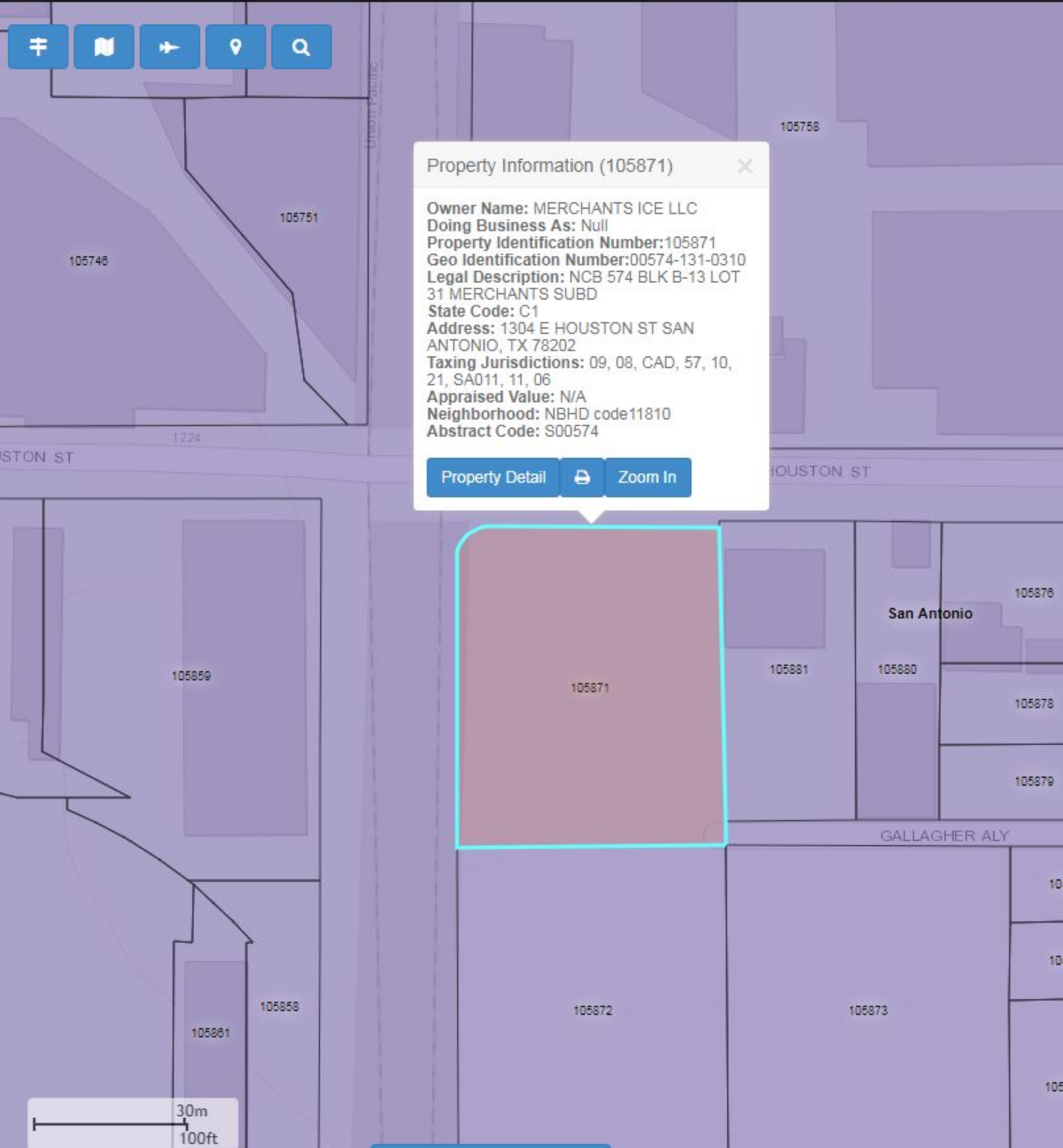
#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	8/31/2017	SWD	Special Warranty Deed	URBAN ICE LTD	MERCHANTS ICE LLC	18718	352	20170174132
2	11/4/1999	Deed	Deed		URBAN ICE LTD	8201	1357	0

**2019 data current as of Jan 11 2019 12:43AM.**

**2018 and prior year data current as of Jan 4 2019 9:30AM**

**For property information, contact (210) 242-2432 or (210) 224-8511 or email.**

**For website information, contact (210) 242-2500.**



Property Information (105871)

**Owner Name:** MERCHANTS ICE LLC  
**Doing Business As:** Null  
**Property Identification Number:** 105871  
**Geo Identification Number:** 00574-131-0310  
**Legal Description:** NCB 574 BLK B-13 LOT 31 MERCHANTS SUBD  
**State Code:** C1  
**Address:** 1304 E HOUSTON ST SAN ANTONIO, TX 78202  
**Taxing Jurisdictions:** 09, 08, CAD, 57, 10, 21, SA011, 11, 06  
**Appraised Value:** N/A  
**Neighborhood:** NBHD code11810  
**Abstract Code:** S00574

Property Detail



Zoom In

San Antonio

GALLAGHER ALY

30m  
100ft

**EXHIBIT E:**  
**Project Status Report Form**



## **CITY OF SAN ANTONIO**

### **TAX INCREMENT REINVESTMENT ZONE**

### **Project Status Report**

Pursuant to the Development Agreement, the DEVELOPER has agreed to provide periodic reports of construction to the CITY upon reasonable request. The City requests that the Developer submit a TIRZ project status report every quarter every year until the project is complete, due by:

January 15<sup>th</sup>, for the first quarter,  
April 15<sup>th</sup>, for the second quarter,  
July 15<sup>th</sup>, for the third quarter and  
October 15<sup>th</sup>, for the fourth quarter

At the completion of the project, the DEVELOPER shall submit a comprehensive final report.

Each quarterly report must include the following information:

- The number of Private Improvements completed (single-family and/or multi-family and commercial when applicable) and year in which they were completed
- The Public Improvements completed and costs incurred to date by year in which improvements were completed
- Indicate whether the construction is on track with the approved Final Project and Finance Plan
- If the project timeline has slipped, the Developer is to submit an updated project timeline
- The sale prices of the single-family homes completed (Please obtain and provide sales data for original sales price of every home sold.)
- Photos of: housing and commercial developments; before, during and after construction

In addition, for the City to monitor compliance with insurance requirements of the Development Agreement, the Developer must submit annually the Certificate of Insurance reflecting proof that:

- the City and its officers, employees and elected representatives are additional insureds as respects the operations and activities of, or on behalf of, the named insured contracting with the City, with the exception of the workers' compensation policy;
- the endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City of San Antonio is an additional insured shown on the policy;
- the Workers' Compensation and employers' liability policy provides a waiver of subrogation in favor of the City of San Antonio; and
- Notification to the City of any cancellation, non-renewal or material change in coverage was given not less than thirty (30) days prior to the change or ten (10) days prior to the cancellation due to non-payment of premiums, accompanied by a replacement Certificate of Insurance.

Attached is a form you may use to fulfill this reporting requirement.

<b>TIRZ Project Progress Report (Construction)</b>	
<b>Name of Project:</b>	<b>TIRZ #:</b>
<b>Progress Report #:</b>	<b>TIRZ Term:</b> <b>From:</b> <b>To:</b>
<b>Period Covered by this Report:</b> <b>From:</b> <b>To:</b>	

The number of Private Improvements (single-family and/or multi-family and commercial if applicable) completed and year in which they were done

			Private Improvements							
Phases (year)			Single-Family Units		Multi-family Units		Commercial Acres and Square Feet		Other Improvements (example: day care centers)	
	<i>start date</i>	<i>end date</i>	<i>Proposed</i>	<i>Completed</i>	<i>Proposed</i>	<i>Completed</i>	<i>Proposed</i>	<i>Completed</i>	<i>Proposed</i>	<i>Completed</i>
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										

The Public Improvements completed and costs incurred to date by year (phase) in which improvements occurred

			Public Improvements										
Phases (year)			Sidewalks and Approaches	Streets	Drainage	Water	Sewer	Electrical (Line Extension)	Gas	Street Lights	Traffic Signal Light	Landscaping	Other
	<i>start date</i>	<i>end date</i>	<i>Linear Feet</i>	<i>Li.Ft.</i>	<i>Li.Ft.</i>	<i>Li.Ft.</i>	<i>Li.Ft.</i>	<i>Li.Ft.</i>	<i>Li.Ft.</i>	<i>Number</i>	<i>Number/Locati on</i>	<i>Li.Ft.</i>	
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
TOTALS													

➤ Is Construction on track with the approved Final Project and Finance Plan? If not, please submit an updated timeline with the actual construction and the projected buildout.



	Original Project Plan			Actual/Projected		
Year	Single-Family	Multi -Family	Other	Single -Family	Multi -Family	Other

<b>Certification:</b> I certify that to the best of my knowledge and belief, the data above is correct and that all outlays were made in accordance with the terms of the Development Agreement.	Signature of Certifying Individual:	Date:
	Type or printed Name and Title:	Telephone #:

**EXHIBIT F:**  
Prevailing Wages

AN ORDINANCE 2008-11-20-1045

AMENDING ORDINANCE 71312 CONCERNING WAGE AND HOUR  
LABOR STANDARD PROVISIONS FOR CITY OF SAN ANTONIO  
CONSTRUCTION PROJECTS.

\* \* \* \* \*

**WHEREAS**, federal and state laws require that all companies working on publicly funded construction projects must pay prevailing wage rates to its contractor and subcontractor employees, as determined by the U.S. Department of Labor; and

**WHEREAS**, governing procedures were established to ensure the City's compliance with various state laws through Ordinance No. 71312 approved on March 29, 1990 which provided for the Wage and Labor Standard Provision for locally funded City construction projects; and

**WHEREAS**, there have been changes in state law, as well as, organizational and process changes within the City that necessitate an amendment to Ordinance No. 71312; and

**WHEREAS**, this Ordinance amends Ordinance No. 71312 to a) reflect the changes in the Texas Government Code, Section 2258, Prevailing Wages, (superseding Article 5159a, Revised Civil Statutes), b) incorporate changes in the City's organizational structure renaming the Wage and Hour Office of the Public Works Department to the Labor Compliance Office, Capital Improvements Management Services Department, c) reflect changes in the City processes and the implementation of an electronic compliance program, and d) clarify language and eliminate ambiguities in the Ordinance, including the processes used by contractors for the restitution of underpayment of wages to workers whose contact information or current address is unknown; and

**WHEREAS**, approval of this Amendment will accurately reflect current laws, City organizational structure and current processes; **NOW THEREFORE**,


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

**SECTION 1.** Ordinance No. 71312 concerning Wage and Hour Labor Standard Provisions for City of San Antonio construction projects are hereby amended and the amended Wage and Labor Standard Provisions are attached hereto and incorporated by reference herein as Attachment I.

**SECTION 2.** This Ordinance shall take effect ten days after passage.

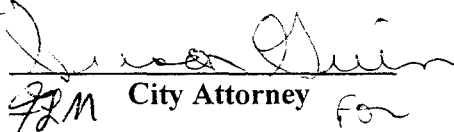
**PASSED AND APPROVED** this 20th day of November, 2008.

ATTEST:

  
City Clerk

  
MAYOR  
PHIL HARDBERGER

APPROVED AS TO FORM:

  
J.M. City Attorney for

WAGE AND LABOR STANDARD PROVISIONS  
CITY OF SAN ANTONIO FUNDED CONSTRUCTION

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2. LABOR COMPLIANCE OFFICE, CAPITAL IMPROVEMENTS MANAGEMENT SERVICES DEPARTMENT RESPONSIBILITIES
3. CLAIMS & DISPUTES PERTAINING TO WAGE RATES
4. BREACH OF WAGE & LABOR STANDARDS PROVISIONS
5. EMPLOYMENT OF LABORERS/MECHANICS NOT LISTED IN WAGE DETERMINATION DECISION
6. MINIMUM WAGE
7. OVERTIME COMPENSATION
8. PAYMENT OF CASH EQUIVALENT FRINGE BENEFITS
9. WORK CONDUCTED ON HOLIDAYS
10. UNDERPAYMENT OF PREVAILING WAGES OR SALARIES
11. POSTING WAGE DETERMINATION DECISION/STATEMENT AND "NOTICE TO EMPLOYEES"
12. PAYROLLS & BASIC PAYROLL RECORDS
13. LABOR DISPUTES
14. COMPLAINTS, PROCEEDINGS, OR TESTIMONY BY EMPLOYEES
15. EMPLOYEE INTERVIEWS TO ASSURE WAGE & LABOR STANDARD COMPLIANCE
16. "ANTI-KICKBACK" PROVISION
17. "FALSE OR DECEPTIVE INFORMATION" PROVISION
18. EMPLOYMENT OF APPRENTICES/TRAINEES
19. JOBSITE CONDITION
20. EMPLOYMENT OF CERTAIN PERSONS PROHIBITED
21. PROVISIONS TO BE INCLUDED IN SUBCONTRACTS
22. CONTRACTOR'S RESPONSIBILITY

1. GENERAL STATEMENT

For all City of San Antonio funded public works construction contracts, the City of San Antonio, in accordance with Texas Government Code Section 2258, requires that not less than the general prevailing wage rates (minimum hourly base pay and minimum hourly fringe benefit contribution) for work of similar character be paid to contractor and subcontractor employees. These wage rates are derived from the most current applicable federal prevailing wage rates as published by the United States Department of Labor, Dallas, Texas and authority of Ordinance Nos. 60110 and 71312 as amended and passed by the City Council of the City of San Antonio.

Any deviation from Wage and Labor Standard Provisions compliance shall be cause for City's withholding either periodic interim or final payment to the contractor until such deviations are properly corrected.

2. LABOR COMPLIANCE OFFICE, CAPITAL IMPROVEMENTS MANAGEMENT SERVICES DEPARTMENT RESPONSIBILITIES

Labor Compliance Office, Capital Improvements Management Services Department, City of San Antonio, is primarily responsible for all Wage and Labor Standard Provisions investigation and enforcement and will monitor contractor/subcontractor practices to assure the Director of Capital Improvements Management Services Department that:

- a. Appropriate weekly compliance statements and payroll records are submitted to the City by the contractor/subcontractors and that such are reviewed for compliance with the Wage and Labor Standard Provisions.
- b. Apprentices/trainees working on the project are properly identified by the contractor/subcontractor on payroll records and documented as being included in programs currently sanctioned by appropriate federal or state regulatory agencies.
- c. Applicable Wage Determination Decisions, including any applicable modifications and related statements must be posted at the work-site by the contractor and that proper job classification and commensurate minimum hourly base and fringe wage rates are paid.
- d. Employees are periodically interviewed (at random) to assure proper work classification and wage rates.
- e. The Labor Compliance Office will investigate all allegations that no person employed by contractor/subcontractor is induced against his will, by any means, to give up any part of the compensation to which he is otherwise entitled.
- f. That any and all periodic administrative directives to the Labor Compliance Office from the Director of Capital

Improvements are being implemented. For purpose of these Wage and Labor Standard Provisions, the Director of Capital Improvements Management Services means the Director, his successor, or his designee.

3. CLAIMS & DISPUTES PERTAINING TO WAGE RATES

Claims and disputes not promptly and routinely settled by the contractor/subcontractor and employee pertaining to wage rates, or to job classifications of labor employed regarding the work covered by this contract, shall be reported by the employee in writing, within sixty (60) calendar days of employee's receipt of any allegedly incorrect classification, wage or benefit report, to the Labor Compliance Office, City of San Antonio for further investigation. Claims and disputes not reported by the employee to the City's Wage & Hour Office in writing within the sixty (60) calendar day period shall be deemed waived by the employee for the purposes of the City administering and enforcing the City's contract rights against the contractor on behalf of the employee. Waiver by the employee of this City intervention shall not constitute waiver by the City to independently pursue contractual rights it has against the contractor/subcontractor for breach of contract and other sanctions available to enforce the Wage and Labor Standard Provisions.

4. BREACH OF WAGE & LABOR STANDARD PROVISIONS

The City of San Antonio reserves the right to terminate a contract for cause if the contractor/subcontractors shall knowingly and continuously breach, without timely restitution or cure, any of these governing Wage and Labor Standard Provisions. A knowing and unremedied proven violation of these Wage and Labor Standard Provisions may also be grounds for debarment of the contractor/subcontractor from future City of San Antonio contracts for lack of responsibility, as determined by the City of San Antonio. Recurrent violations, whether remedied or not, will be considered by the Director of Capital Improvements Management Services Department when assessing the responsibility history of a potential contractor/subcontractor prior to competitive award of future Project Management Office projects. The general remedies stated in this paragraph 4. above, are not exhaustive and not cumulative for the City reserves legal and contractual rights to other specific remedies outlined herein below and in other parts of this contract and as are allowed by applicable City of San Antonio ordinances, state and federal statutes.

5. EMPLOYMENT OF LABORERS/MECHANICS NOT LISTED IN WAGE DETERMINATION DECISION

In the event that a contractor/subcontractor discovers that construction of a particular work element requires a certain employee classification and skill that is not listed in the wage determinations decision contained in the original contract documents, contractor/subcontractors will make prompt inquiry

(before bidding, if possible) to the Labor Compliance Office identifying that class of laborer/mechanics not listed in the wage determination decision who are intended to be employed, or who are being employed, under the contract. Using his best judgment and information resources available to him at the time, and any similar prior decisions, the Director of Capital Improvements Management Services Department, City of San Antonio shall classify said laborers/mechanics by issuing a special local wage determination decision to the contractor/subcontractor, which shall be enforced by the Labor Compliance Office.

6. MINIMUM WAGE

All laborers/mechanics employed to construct the work governed by this contract shall be paid not less than weekly the full amount of wages due (minimum hourly base pay and minimum hourly fringe benefit contribution for all hours worked, including overtime) for the immediately preceding pay period computed at wage and fringe rates not less than those contained in the wage determination decision included in this contract. Only payroll deductions as are mandated by state or federal law and those legal deductions previously approved in writing by the employee, or as are otherwise permitted by state or federal law, may be withheld by the contractor/subcontractor.

Should the contractor/ subcontractor subscribe to fringe benefit programs for employees, such programs shall be fully approved by the City in adopting a previous U.S. Department of Labor (DOL) decision on such fringe benefit programs or by applying DOL criteria in rendering a local decision on the adequacy of the fringe benefit programs. The approved programs shall be in place at the time of City contract execution and provisions thereof disclosed to the Labor Compliance Office, City of San Antonio, for legal review prior to project commencement.

Regular contractor/subcontractor contributions made to, or costs incurred for, approved fringe benefit plans, funds or other benefit programs that cover periods of time greater than the one week payroll periods of time period (e.g. monthly or quarterly, etc.) shall be prorated by the contractor/subcontractor on weekly payroll records to reflect the equivalent value of the hourly and weekly summary of fringe benefits per employee.

7. OVERTIME COMPENSATION

No contractor/subcontractor contracting for any part of the City of San Antonio funded contract work (except for worksite related security guard services) which may require or involve the employment of laborers/mechanics shall require or permit any laborer/mechanic in any seven (7) calendar day work period in which he or she is employed on such work to work in excess of 40 hours in such work period unless said laborer/mechanic receives compensation at a rate not less than one and one-half times the basic hourly rate of pay for all hours worked in

excess of 40 hours in a seven (7) calendar day work period. Fringe benefits must be paid for straight time and overtime; however, fringe benefits are not included when computing the overtime rate.

8. PAYMENT OF CASH EQUIVALENT FRINGE BENEFITS

The contractor/subcontractor is allowed to pay a minimum hourly cash equivalent of minimum hourly fringe benefits listed in the wage determination decision in lieu of the contribution of benefits to a permissible fringe benefit plan for all hours worked including overtime as described in paragraph 6 above. An employee is not allowed to receive less than the minimum hourly basic rate of pay specified in the wage determination decision.

9. WORK CONDUCTED ON HOLIDAYS

If a laborer/mechanic is employed in the normal course and scope of his or her work on the jobsite on the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, and Martin Luther King, Jr. Day, or the calendar days observed as such in any given year, work performed shall be paid for at no less than one and one half (1 1/2) times the regular minimum hourly base pay regardless of the total number of the laborer/mechanic has accumulated during the pay period.

10. UNDERPAYMENT OF PREVAILING WAGES OR SALARIES

a. When a "full investigation" (as called for in and as construed under Texas Government Code Section 2258) establishes underpayment of wages by contractor/subcontractor to laborers/mechanics employed upon the work covered by a contract with the City of San Antonio, the City shall withhold an amount from the contractor, out of any payments (Interim progress and/or final) due the contractor, the City of San Antonio may also consider it necessary to secure ultimate payment by the appropriate party to such laborers/mechanics, of full wages plus possible penalty (see b. below). The amount withheld, excluding any possible penalty to be retained by City, may be disbursed at an appropriate time after "full investigation" by the City of San Antonio, for and on behalf of the contractor/subcontractor (as may be appropriate), to the respective laborers/mechanics to whom the same is due or on their behalf to fringe benefit plans, funds or programs for any type of minimum fringe benefits prescribed in the applicable wage determination decision.

b. Texas Government Code Section 2258, states that the contractor shall forfeit as a penalty to the City of San Antonio the sum of sixty dollars (\$60.00) for each calendar day, or portion thereof, for each laborer, workman, or mechanic, who is paid less than the said stipulated rate for any work done under this contract, whether by the contractor himself or by any subcontractor working under him. Pursuant to and supplemental to this statutory authority, the City of



San Antonio and the contractor/subcontractor contractually acknowledge and agree that said sixty dollar (\$60.00) statutory penalty shall be construed by and between the City of San Antonio and the contractor/subcontractor as liquidated damages and will apply to any violations of paragraphs 6, 7, or 9 herein, resulting from contractor/subcontractor underpayment violations.

- c. If unpaid or underpaid workers cannot be located by the Contractor or the City after diligent efforts to accomplish same, the contractor shall report the wages as "unclaimed property" in accordance to Texas State law.

The City of San Antonio requires that the prime contractor send to the Labor Compliance Office a copy of the supporting documentation for the unclaimed property submitted to the State.

11. POSTING WAGE DETERMINATION DECISIONS/AND NOTICE TO LABORERS/MECHANICS STATEMENT

The applicable wage determination decision as described in the "General Statement" (and as specifically included in each project contract), outlining the various worker classifications and mandatory minimum wages and minimum hourly fringe benefit deductions, if any, of laborers/mechanics employed and to be employed upon the work covered by this contract, shall be displayed by the contractor/subcontractor at the site of work in a conspicuous and prominent public place readily and routinely accessible to workmen for the duration of the project. In addition, the contractor/subcontractor agrees with the contents of the following statement, and shall display same, in English and Spanish, near the display of the wage determination decision:

NOTICE TO LABORERS/MECHANICS

Both the City of San Antonio and the contractor/subcontractor agree that you must be compensated with not less than the minimum hourly base pay and minimum hourly fringe benefit contribution in accordance with the wage rates publicly posted at this jobsite and as are applicable to the classification of work you perform.

Additionally, you must be paid not less than one and one-half times your basic hourly rate of pay for any hours worked over 40 in any seven (7) calendar day work period, and for any work conducted on the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day, and Martin Luther King Day or the calendar days observed as such in any given year.

Apprentice and trainee hourly wage rates and ratios apply only to apprentices and trainees recognized under approved Federal, or State, apprenticeship training program registered with the Bureau of Apprenticeship and Training, U.S. Dept. of Labor.

If you believe that your employer is not paying the posted minimum wage for the type of work you do, you must make direct inquiry to the employer and inquire in writing within sixty (60) calendar days of your receipt of any allegedly incorrect wage or benefit check or report, to the City of San Antonio Labor Compliance Office, Capital Improvements Management Services Department, P.O. Box 839966, San Antonio, Texas 78283-3966. It is mandatory that the worker promptly file written inquiry of any allegedly incorrect wage or benefit checks or reports with the City of San Antonio, Labor Compliance Office within the sixty (60) calendar day period so that they do not waive your potential right of recovery under the provisions of the City of San Antonio Project Management Office contract that governs this project.

Both the City of San Antonio and the contractor/subcontractor agree that no laborer/mechanic who files a complaint or inquiry concerning alleged underpayment of wages or benefits shall be discharged by the employer or in any other manner be discriminated against by the employer for filing such complaint or inquiry.

12. PAYROLLS & BASIC PAYROLL RECORDS

- a. The contractor and each subcontractor shall prepare payroll reports in accordance with the "General Guideline" instructions furnished by the Labor Compliance Office of the City of San Antonio. Such payroll submittals shall contain the name and address of each such employee, his correct labor classification, rate of pay, daily and weekly number of hours worked, any deductions made, and actual basic hourly and fringe benefits paid. The contractor shall submit payroll records each week, and no later than seven (7) working days following completion of the workweek being processed, to the Labor Compliance Office, City of San Antonio. These payroll records shall include certified copies of all payrolls of the contractor and of his subcontractors, it being understood that the contractor shall be responsible for the submission and general mathematical accuracy of payrolls from all his subcontractors. Each such payroll submittal shall be on forms deemed satisfactory to the City's Labor Compliance Office and shall contain a "Weekly Statement of Compliance", as called for by the contract documents. Such payrolls will be forwarded to Capital Improvements Management Services, Labor Compliance Office, City of San Antonio, P.O. Box 839966, San Antonio, Texas 78283-3966.
- b. All City of San Antonio construction contracts are subject to contract compliance tracking, and the prime contractor and any subcontractors are required to provide any stated and/or requested contract compliance-related data electronically in the Labor Compliance Electronic Certified Payrolls System. The prime contractor and all subcontractors are required to respond not later than the stated response date or due date to any instructions or

request for information from the Labor Compliance Office. All prime contractors and subcontractors shall periodically review the City of San Antonio labor Compliance Electronic Certified Payrolls System to manage contact information and the contract records. The prime contractor shall ensure that all subcontractors have completed all requested forms and that all contact information is accurate and up-to-date. The City of San Antonio Labor Compliance Office may require additional information related to the contract to be provided through the San Antonio Labor Compliance Electronic Certified Payrolls System at any time before, during, or after contract award.

- c. A designated point of contact for contractor access to the San Antonio Labor Compliance Electronic Certified Payrolls System shall be provided for each prime contractor upon award of the contract.
- d. Copies of payroll submittals and basic supporting payroll records of the contractor/subcontractors accounting for all laborers/mechanics employed under the work covered by this contract shall be maintained during the course of the work and preserved for a period of three (3) years after completion of the project. The contractors/subcontractors shall maintain records which demonstrate: any contractor commitment to provide fringe benefits to employees as may be mandated by the applicable wage determination decision, that the plan or program is adjudged financially responsible by the appropriate approving authority, (i.e. U. S. Department of Labor, U.S. Department of Treasury, etc.), and that the provisions, policies, certificates, and description of benefits of the plan or program as may be periodically amended, have been clearly communicated in a timely manner and in writing, to the laborers/mechanics affected prior to their performing work on the project.
- e. The contractor/subcontractor shall make the above records available for inspection, copying, or transcribing by authorized representatives of the City of San Antonio at reasonable times and locations for purposes of monitoring compliance with this contract.
- f. All certified payrolls submitted to the Labor Compliance Office are deemed true and accurate. If upon review of the certified payrolls, wage underpayment violations are identified and noted, restitution will be calculated and penalties will be issued to the prime contractor of the project. In order to refute a wage violation, the contractor/subcontractor must provide supporting documentation to the Labor Compliance Office for review and consideration.

13. LABOR DISPUTES

The contractor/subcontractor shall immediately notify the Project Management Office or designated representative of any actual or impending contractor/subcontractor labor dispute

which may affect, or is affecting, the schedule of the contractor, or any other contractor/subcontractor work. In addition, the contractor/subcontractor shall consider all appropriate measures to eliminate or minimize the effect of such labor disputes on the schedule, including but not limited to such measures as: promptly seeking injunctive relief if appropriate; seeking appropriate legal or equitable actions or remedies; taking such measures as establishing a reserved rate, as appropriate; if reasonably feasible, seeking other sources of supply or service; and any other measures that may be appropriately utilized to mitigate or eliminate the jobsite and scheduling effects of the labor dispute.

14. COMPLAINTS, PROCEEDINGS, OR TESTIMONY BY EMPLOYEES

No laborers/mechanics to whom the wage, salary, or other labor standard provisions of this contract are applicable shall be discharged in any other manner discriminated against by the contractor/subcontractors because such employee has filed any formal inquiry or complaint or instituted, or caused to be instituted, any legal or equitable proceeding or has testified, or is about to testify, in any such proceeding under or relating to the wage and labor standards applicable under this contract.

15. EMPLOYEE INTERVIEWS TO ASSURE WAGE AND LABOR STANDARD COMPLIANCE

Contractor/subcontractors shall allow expeditious jobsite entry of City of San Antonio Labor Compliance representatives displaying and presenting proper identification credentials to the jobsite superintendent or his representative. While on the jobsite, the Labor Compliance representatives shall observe all jobsite rules and regulations concerning safety, internal security and fire prevention. Contractor/subcontractors shall allow project employees to be separately and confidentially interviewed at random for a reasonable duration by the Labor Compliance representatives to facilitate compliance determinations regarding adherence by the contractor/subcontractor to these Wage and Labor Standard Provisions.

16. "ANTI-KICKBACK" PROVISION

No person employed in the construction or repair of any City of San Antonio public work shall be induced, by any means, to give up to any contractor/subcontractor or public official or employee any part of the hourly and/or fringe benefit compensation to which he is otherwise entitled.

17. "FALSE OR DECEPTIVE INFORMATION PROVISION"

Any person employed by the contractor/subcontractor in the construction or repair of any City of San Antonio public work, who is proven to have knowingly and willfully falsified, concealed or covered up by any deceptive trick, scheme, or device a material fact, or made any false, fictitious or fraudulent statement or representation, or made or used any

false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be permanently removed from the jobsite by contractor/subcontractor. The City of San Antonio reserves the right to terminate this contract for cause as a result of serious and uncured violations of this provision.

18. EMPLOYMENT OF APPRENTICES/TRAINEES

- a. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship & Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship & Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the contractor/subcontractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not a trainee as defined in (b) below or is not registered or otherwise employed as stated above, shall be paid the wage rate for the classification of work he actually performs. The contractor/subcontractor is required to furnish to the Labor Compliance Office of the City of San Antonio, a copy of the certification, along with the payroll record that the employee is first listed on. The wage rate paid apprentices shall be not less than the specified rate in the registered program for the apprentice's level of progress expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination decision.
- b. Trainees will be permitted to work at less than the predetermined rate for the work performed when they are employed pursuant to an individually registered program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen shall not be greater than that permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress. Any employee listed on the payroll at a trainee wage rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the wage rate determined by the classification of work he actually performs. The contractor/subcontractor is required to furnish a copy of the trainee program certification, registration of employee-trainees, ratios and wage rates

prescribed in the program, along with the payroll record that the employee is first listed on, to the Labor Compliance Office of the City of San Antonio. In the event the Employment and Training Administration withdraws approval of a training program, the contractor/subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved by the Employment and Training Administration.

- c. Paragraphs above shall not operate to exclude training programs approved by the OFCCP, United States Department of Labor and as adopted by the Associated General Contractors (AGC) of Texas, Highway, Heavy, Utilities and Industrial Branch. Guidelines for these training programs shall be the same as those established for federally funded projects. This sub-paragraph shall not apply to those portions of a project deemed to be building construction.
- d. The Ratio to Apprentice to Journeyman for this project shall be the same as the ratio permitted under the plan approved by the Employment and Training, Administration, Bureau of Apprenticeship and Training, U.S. Department of Labor, by Craft. A copy of the allowable Ratios is included with the applicable Wage Determination Decision in the specifications for this project.

When a "full investigation" (as called for in, and as construed under, Texas Government Code Section 2258) evidences a violation of the Apprentice or Trainee to Journeyman ratios effective for contractor/subcontractor employees working on this contract, the City of San Antonio, in addition to such other rights as may be afforded it under state and/or federal law and/or other sections of this contract, shall withhold from the contractor, out of any payments (interim progress and/or final) due the contractor, the liquidated damages sum of seventy-five dollars (\$75.00) for each calendar day, or portion thereof, for each certified Apprentice or Trainee employee assigned to a Journeyman that exceeds the maximum allowable Apprentice/Trainee to Journeyman ratio stipulated for any work done under this contract, whether by the contractor himself or by any subcontractor working under him.

19. JOBSITE CONDITIONS

Contractors/subcontractors shall not allow any person employed for the project to work in surroundings or under construction conditions which are unsanitary, unhealthy, hazardous, or dangerous as governed by industry standards and appropriate local, state and federal statutes, ordinances, and regulatory guidelines.

20. EMPLOYMENT OF CERTAIN PERSONS PROHIBITED

- a. The contractor/subcontractor shall knowingly only employ persons of appropriate ages commensurate with the degree of

required skill, strength, maturity and judgment associated with the activity to be engaged in, but not less than the age of fourteen (14) years, as governed by the Texas Child Labor Law, Chapter 51 of the Texas Labor Code "Child Labor" and Texas Department of Labor and Standards rulings and interpretations associated with that statute. It is hereby noted that in some circumstances generally governed by this section, a federal statute (see: Fair Labor Standards Act, 29 USCS Section 212; Volume 6A of the Bureau of National Affairs Wage Hour Manual at Paragraph 96:1; "Child Labor Requirements in Nonagricultural Occupations" WH Publication 1330, July 1978 as may be amended), could pre-empt the Texas Statute and therefore be the controlling law on this subject. The contractor/subcontractor should seek clarification from state and federal agencies and legal counsel when hiring adolescent employees for particular job classifications.

- b. Prohibited persons not to be employed are also those persons who, at the time of employment for this contract, are serving sentence in a penal or correctional institution except that prior approval by the Director of Capital Improvements Management Services is required to employ any person participating in a supervised work release or furlough program that is sanctioned by appropriate state or federal correctional agencies.
- c. The Contractor/subcontractors shall be responsible for compliance with the provisions of the "Immigration Reform and Control Act of 1986" Public Law 99-603, and any related State enabling or implementing statutes, especially as they in combination apply to the unlawful employment of aliens and unfair immigration-related employment practices affecting this contract.

21. PROVISIONS TO BE INCLUDED IN SUBCONTRACTS

The contractor shall cause these Wage and Labor Standard Provisions, or reasonably similar contextual adaptations hereof, and any other appropriate state and federal labor provisions, to be inserted in all subcontracts relative to the work to bind subcontractors to the same Wage and Labor Standards as contained in these terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors or sub-subcontractors and to give the contractor similar, if not greater, general contractual authority over the subcontractor or subcontractors as the City of San Antonio may exercise over the contractor.

22. CONTRACTOR'S RESPONSIBILITY

The prime contractor shall be responsible for ensuring that its subcontractors comply with the Wage and Labor Standards Provisions.

**EXHIBIT G:**  
Defined Reimbursement Terms



### **Exhibit G – Defined Reimbursement Terms**

In accordance with the terms and conditions of this Agreement, reimbursements to Developer for eligible Project Costs will be available in the following amounts during the fiscal years set forth below.

**FY 2019:** \$2,000,000.00

**FY 2021:** \$600,000.00

**FY 2022:** \$600,000.00

**FY 2023:** \$600,000.00

**FY 2024:** \$600,000.00

**FY 2025:** \$600,000.00

In any event, the total reimbursement amount may not exceed \$5,000,000.00, and not more than \$2,000,000.00 may be reimbursed during any one fiscal year.

Subject to Section 8.6 of this Agreement, any amounts available in any given fiscal year that are not reimbursed to Developer for any reason are not forfeited and shall remain reimbursable, up to \$5,000,000.00, until the expiration or termination of this Agreement.

Any amounts awarded under this Agreement and not reimbursed to Developer by the termination of the TIRZ will be forfeited.