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| **STATE OF TEXAS** | § | **AGREEMENT FOR DISTRIBUTION OF AN** |
| | § | **ECONOMIC DEVELOPMENT INCENTIVE** |
| **COUNTY OF BEXAR** | § | **FUND GRANT** |

This Agreement (hereafter "Agreement") is entered into by and between the CITY OF SAN ANTONIO, a Texas Municipal Corporation (hereafter "CITY"), acting by and through its Interim City Manager, pursuant to Ordinance No. 101024 passed and approved on June 16, 2005 and Metalsa Light Truck, Inc. (hereafter "SUPPLIER").

**WHEREAS,** pursuant to Chapter 380 of the Texas Local Government Code, the CITY is authorized to grant and loan municipal funds in furtherance of public purposes for economic development projects; and

**WHEREAS,** as set forth in Ordinance No. 99308, passed and approved on June 3, 2004, the CITY's Economic Development Program was modified to permit grants in accordance with the CITY's Economic Development Incentive Fund ("EDIF") Guidelines; and

**WHEREAS,** SUPPLIER has elected to establish business operations in the Toyota Supplier Park on the real property of Toyota Motor Manufacturing Texas in Bexar County in order to receive workforce training assistance from the City's EDIF and other business incentives offered by the CITY; and

**WHEREAS,** CITY has a grant amount of Seven Thousand Eight Hundred and No/100 Dollars ($7,800.00) available in the EDIF for workforce training assistance for an economic development project to be carried out by the SUPPLIER; and

**WHEREAS,** the City Council of CITY has authorized the Interim City Manager or designee to negotiate and execute a workforce training assistance agreement with SUPPLIER for the project as reflected in Ordinance No. 101024, passed and approved on June 16, 2005 and City wishes to engage SUPPLIER to carry out such project; **NOW THEREFORE:**

The parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereafter described:

## SECTION 1. AGREEMENT PURPOSE

SUPPLIER shall establish business operations in the Toyota Supplier Park on the real property of Toyota Motor Manufacturing Texas in the San Antonio Empowerment/San Antonio Enterprise Zone, Bexar County, Texas to be used for the production and/or assembly of automotive products in support of Toyota Motor Manufacturing Texas (hereafter referred to as the "Project"). The CITY will support the Project through a grant from the EDIF, to provide funding for the purpose of workforce training as part of a larger incentive package intended, in part, to attract companies to the Toyota Supplier Park to serve as Tier One automotive suppliers supporting the operations of Toyota Motor Manufacturing Texas.

## SECTION 2. PROJECT REQUIREMENTS

A. Both SUPPLIER and CITY understand and agree that this Agreement is to be executed pursuant to the approval of the City Council of the CITY by Ordinance Number 101024 given on June 16, 2005.

B. The total number of new, direct, permanent, full-time jobs [equivalent to two thousand eighty (2,080) straight-time paid hours in a fiscal year] to be created by SUPPLIER, as a result of the Project, shall be no less than Fifteen (15) to be hired on or before January 1, 2008.

C. The total amount of funding granted toward the Project is Seven Thousand Eight Hundred and No/100 Dollars ($7,800.00), which is to be funded from the CITY'S EDIF on a reimbursement basis according to Section 16 of this Agreement.

## SECTION 3. AGREEMENT PERIOD

This Agreement shall commence upon full execution of this Agreement and shall terminate upon final acceptance of the last scheduled payment due under the payment schedule, as defined by Section 16 of this Agreement.

## SECTION 4. SUPPLIER PERFORMANCE

A. SUPPLIER shall conduct and complete the Project in a satisfactory manner as determined by CITY, subject to all provisions and dates listed in this Agreement.

B. SUPPLIER shall comply with all applicable laws and regulations, and shall perform all activities in accordance with the Special Conditions and Terms as specified in Section 16 of this Agreement, and with all other terms, provisions, and requirements set forth herein.

## SECTION 5. DEPARTMENT OBLIGATIONS

A. In consideration of full and satisfactory performance of activities required by Section 16 of this Agreement, CITY will disburse EDIF grant funds to SUPPLIER in the amounts and at the times specified by the Special Conditions and Terms detailed in Section 16 of this Agreement, and subject to the limitations set forth in this Section 5 and in Sections 14 and 15 below. Notwithstanding any other provision of this Agreement, the total of all grant payments and other obligations incurred by CITY under this Agreement will not exceed the sum of Seven Thousand Eight Hundred and No/100 Dollars ($7,800.00).

B. CITY will not be liable to SUPPLIER or other entity for any costs incurred by SUPPLIER.

C. SUPPLIER shall refund to CITY any sum of money paid to SUPPLIER by CITY, which CITY or its Economic Development Department determines is an overpayment to SUPPLIER, or in the event CITY or its Economic Development Department determines funds spent by SUPPLIER were not an allowable cost of this Project. Allowable costs will be determined in accordance with this Agreement and are defined as direct costs incurred in the training of SUPPLIER'S workforce, to include planning and design, labor, materials and equipment. No refund payment(s) may be made from local, state, or federal grant funds

unless statute or regulation specifically permits repayment with grant funds. Such refund shall be made by SUPPLIER to CITY within ninety (90) calendar days after such refund is requested in writing by CITY, or within thirty (30) calendar days of a notice from CITY indicating the request is the result of a final determination that the refund is owed.

## SECTION 6. RETENTION AND ACCESSIBILITY OF RECORDS

A. SUPPLIER shall maintain fiscal records and supporting documentation for all expenditures of funds made under this Agreement in a manner that conforms to this Agreement. Such records shall include data on the racial, ethnic and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. SUPPLIER shall retain such records, and any supporting documentation, for the greater of:

1. Four (4) years from the end of the Agreement period; or

2. The period required by other applicable laws and regulations.

B. SUPPLIER shall give the CITY, its designee, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, audit reports, reports, files, documents, written or photographic material, videotape and other papers, things, or property belonging to or in use by SUPPLIER pertaining to this Agreement, including records concerning the past use of EDIF funds. Such rights to access shall continue as long as SUPPLIER retains the records. Failure to provide reasonable access to authorized CITY representatives shall give the CITY the right to suspend or terminate the Agreement as provided for in Section 15 and 16, or any portion thereof, for reason of default. All records and other information shall be retained by SUPPLIER for a period of four (4) 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. SUPPLIER agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act.

## SECTION 7. MONITORING

A. CITY reserves the right to perform periodic on-site monitoring of SUPPLIER's compliance with the terms and conditions of this Agreement and of the adequacy and timeliness of SUPPLIER's performance. After each monitoring visit, CITY will provide SUPPLIER with a written report of the monitor's findings. If the monitoring report notes deficiencies in SUPPLIER's performances under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by SUPPLIER. Failure by SUPPLIER to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, in accordance with Sections 14 and 15 herein.

B. During the course of the Project, SUPPLIER shall provide information evidencing the number of jobs generated during the Term of this Agreement, as outlined in Section 16 herein.

## SECTION 8. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by the parties hereto that CITY is contracting with SUPPLIER as an Independent Contractor, and that SUPPLIER, its employees and subcontractor are not employees of the CITY.

## SECTION 9. CONFLICT OF INTEREST

A. SUPPLIER shall ensure that no employee, officer, or agent of SUPPLIER shall participate in the selection, award or administration of a sub-agreement 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 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 sub-agreement.

B. SUPPLIER shall comply with Chapter 171, Texas Local Government Code as well as the CITY's Code of Ethics.

C. Except for eligible administrative or personnel costs, no employee, agent, consultant, officer, or elected or appointed official, of either SUPPLIER or of a subcontractor, who exercises or has exercised any functions or responsibilities or is in a position to participate in decision-making or gain inside information in regard to the activities involved in the Project, shall be permitted to have or obtain a financial interest in or benefit from the Project or any agreement or sub-agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties. This prohibition shall remain in effect for the duration of the prohibited relationship plus one calendar year thereafter.

## SECTION 10. NONDISCRIMINATION AND SECTARIAN ACTIVITY

A. SUPPLIER shall ensure that no person shall, on the ground of race, color, national origin, religion, sex, age or handicap, be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied access to any program or activity funded in whole or in part with funds made available under this Agreement.

B. None of the performances rendered by SUPPLIER under this Agreement shall involve, and no portion of the funds received by SUPPLIER 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. SUPPLIER shall include the substance of this Section 10 in all subgrant agreements.

## SECTION 11. LEGAL AUTHORITY

A. SUPPLIER assures and guarantees that SUPPLIER possesses the legal authority to enter into this Agreement, to receive funds authorized by this Agreement, and to perform the services SUPPLIER has obligated itself to perform hereunder.

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

C. CITY will have the right to suspend or terminate this Agreement in accordance with Section 14 and 15 herein if there is a dispute as to the legal authority, of either SUPPLIER or the person signing this Agreement, to enter into this Agreement, any amendments hereto or failure to render performances hereunder. SUPPLIER is liable to CITY for any money it has received from CITY for performance of the provisions of this Agreement if CITY suspends or terminates this Agreement for reasons enumerated in this Section 11.

## SECTION 12. LITIGATION AND CLAIMS

A. SUPPLIER shall give CITY immediate notice in writing of any action, including any proceeding before an administrative agency, filed against SUPPLIER arising out the performance of any sub-agreement hereunder. Except as otherwise directed by CITY, SUPPLIER shall furnish immediately to CITY copies of all pertinent papers received by SUPPLIER with respect to such action or claim. SUPPLIER shall notify the CITY immediately of any legal action filed against the SUPPLIER or any subcontractor, or of any proceeding filed under the federal bankruptcy code. SUPPLIER shall submit a copy of such notice to CITY within thirty (30) calendar days after receipt. No funds 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.

B. CITY and SUPPLIER acknowledge 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.

## SECTION 13. CHANGES AND AMENDMENTS

A. Except as specifically provided in Section 13(C) of this Agreement, any alterations, additions, or deletions to the terms of this Agreement shall be by amendment hereto in writing and executed by both parties to this Agreement upon CITY approval and authorization of SUPPLIER.

B. It is understood and agreed by the parties hereto that performances under this Agreement shall be rendered in accordance with the laws and rules governing the CITY'S Economic Development Program, and the terms and conditions of this Agreement. CITY may, during the Agreement period, issue policy directives that serve to establish, interpret, or clarify performance requirements under this Agreement. Such policy directives will be promulgated by CITY, shall have the effect of qualifying the terms of this Agreement and shall be binding upon SUPPLIER, as if written herein, provided however that said policy directives and any amendments shall not alter the terms of this Agreement so as to release CITY from any obligation specified in Section 5 of this Agreement to reimburse costs incurred by SUPPLIER prior to the effective date of said amendments or policy directives.

C. Any alterations, additions, or deletions to the terms of this Agreement 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.

**SECTION 14. SUSPENSION**

A. Notwithstanding the provisions of Chapter 2251 of the Texas Government Code, in the event SUPPLIER fails to comply with the terms of any agreement with the CITY, CITY shall provide SUPPLIER with written notification as to the nature of the non-compliance. CITY shall grant SUPPLIER a sixty (60) day period from the date of the CITY's written notification to cure any issue of non-compliance under such agreement. Should SUPPLIER fail to cure any default within this period of time, the CITY may, upon written Notice of Suspension to SUPPLIER, suspend this Agreement in whole or in part and withhold further payments to SUPPLIER, and prohibit SUPPLIER from incurring additional obligations of funds under this Agreement. 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 SUPPLIER's reasonable control, which cannot with due diligence be cured within such sixty (60) day period, the CITY may, in its sole discretion, extend the cure period provided that SUPPLIER shall:

1. Immediately upon receipt of Notice of Suspension advise CITY of SUPPLIER'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 Section 14 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. With the exception of payment for work in progress or materials ordered prior to receiving a Notice of Suspension, CITY shall not be liable to SUPPLIER or to SUPPLIER's creditors for costs incurred during any term of suspension of this Agreement.

**SECTION 15. TERMINATION**

A. CITY shall have the right to terminate this Agreement for non-compliance, in whole or in part, at any time before the date of completion specified in Section 2 of this Agreement whenever CITY determines that SUPPLIER has failed to comply with any term of any agreement with the CITY. CITY will provide SUPPLIER with written notification as to the nature of the non-compliance, and grant SUPPLIER a sixty (60) day period from the date of the CITY's written notification to cure any issue of non-compliance under such agreement. Should SUPPLIER fail to cure any default within this period of time, the CITY may, upon issuance to SUPPLIER of a written Notice of Termination, terminate this Agreement in whole or in part and withhold further payments to SUPPLIER, and prohibit SUPPLIER from incurring additional obligations of funds under this Agreement. Such notification shall include:

1. The reasons for such termination;

2. The effective date of such termination; and,

3. In the case of partial termination, the portion of the Agreement to be terminated.

B. In the case of default for causes beyond SUPPLIER's reasonable control, which cannot with due diligence be cured within such sixty (60) day period, the CITY may, in its sole discretion, extend the cure period provided that SUPPLIER shall:

1. Immediately upon receipt of Notice of Termination advise CITY of SUPPLIER'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. Except as provided in Section 15(A), awards may be terminated in whole or in part only as follows:

1. By the CITY (with the consent of the SUPPLIER) in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated; or

2. By the SUPPLIER upon written notification to the CITY, setting forth the reasons of such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of partial termination, the CITY determines in its sole discretion that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety under Section 15(A).

D. Upon receipt of Notice of Termination for non-compliance under Section 15(A), SUPPLIER shall, to the extent possible under its other contractual obligations, cancel, withdraw or otherwise terminate any outstanding orders or sub-agreements related to the performance of this Agreement or the part of this Agreement to be terminated and shall cease to incur costs thereunder. Any other work or materials under or part of this Agreement shall be terminated and CITY will not be liable to SUPPLIER or to SUPPLIER's creditors for any costs incurred subsequent to receipt of a Notice to Terminate.

E. Notwithstanding any exercise by CITY of its right of suspension under Section 14 of this Agreement, or of early termination pursuant to this Section 16, SUPPLIER shall not be relieved of any liability to CITY for damages due to CITY by virtue of any breach by SUPPLIER of any agreement with CITY. CITY may withhold payments to SUPPLIER until such time as the exact amount of damages due to CITY from SUPPLIER is agreed upon or is otherwise determined.

**SECTION 16. SPECIAL CONDITIONS AND TERMS**

A. Following the effective date of this Agreement, CITY will release the disbursement of grant funds on a performance basis at the rate of Five Hundred Twenty and No/100 Dollars ($520.00) per each full-time employment position created and filled on or before January 1, 2008, which shall not exceed the total amount of Seven Thousand Eight Hundred and No/100 Dollars ($7,800.00) under this Agreement, upon submission by SUPPLIER of the required Employee Certification Report (EXHIBIT A) on the following dates:

1. The first report (due January, 15, 2007);

2. The second report, if applicable, (due June 15, 2007); and

3. The third report, if applicable, (due January 15, 2008);

B. In addition to the limitations on liability otherwise specified in this Agreement, it is expressly understood and agreed by the parties hereto that if SUPPLIER fails to submit to CITY in a timely and satisfactory manner any information or report required under any agreement between SUPPLIER and the CITY, CITY may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by SUPPLIER hereunder. If CITY withholds such payments, it will notify SUPPLIER in writing of its decision and the reasons therefore. CITY may hold payments pursuant to this paragraph until such time as SUPPLIER fulfills the delinquent obligations for which funds are withheld.

C. In the event that SUPPLIER fails to hire the minimum number of full-time employees per SECTION 2B on or before January 1, 2008, SUPPLIER shall forfeit the remaining balance of the available grant award, subject to CITY's reservation of rights articulated in Section 19 of this Agreement.

## SECTION 17. SUB-AGREEMENTS

A. SUPPLIER shall ensure that the performance rendered under all sub-agreements complies with all terms and provisions of this Agreement as if SUPPLIER rendered such performance. SUPPLIER shall bear full responsibility for performance by all subcontractors.

B. SUPPLIER, in subcontracting any of the performances hereunder, expressly understands that in entering into such sub-agreements, CITY is in no way liable to SUPPLIER's subcontractor(s).

C. SUPPLIER assures and shall obtain assurances from all of its subcontractors where applicable, that no person shall, on the grounds of race, creed, color, disability, national origin, sex or religion, be excluded from, be denied the benefit of, or be subjected to discrimination under any program or activity funded in whole or in part under this Agreement.

D. As sub-agreements and SUPPLIER agreements become necessary to carry out the requirements of this Agreement, SUPPLIER covenants to comply with the CITY's Small Business Economic Development Advocacy (SBEDA) Program, currently identified under Ordinance No. 96754, and as amended.

## SECTION. 18. DEBARMENT

By signing this Agreement, SUPPLIER certifies that it will not award any funds provided under this Agreement to any party which is debarred, suspended or otherwise excluded from or ineligible for participation in assistance programs.

## SECTION 19. RIGHTS UPON DEFAULT

It is expressly understood and agreed by the parties hereto that any right or remedy provided for in this Agreement shall not preclude the exercise of any other right or remedy under any agreement between SUPPLIER and the CITY 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.

## SECTION 20. NON-ASSIGNMENT

This Agreement is not assignable. Notwithstanding any attempt to assign the Agreement, SUPPLIER shall remain fully liable on this Agreement and shall not be released from performing any of the terms, covenants and conditions herein. SUPPLIER shall be held responsible for all funds received under this Agreement.

## SECTION 21. ORAL AND WRITTEN AGREEMENTS

All oral and written agreements between 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.

## SECTION 22. AUTHORIZED RELIEF FROM PERFORMANCE (Force Majeure)

CITY may grant relief from performance of the Agreement if the SUPPLIER 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 SUPPLIER. The burden of proof for the need for such relief shall rest upon the SUPPLIER. To obtain release based upon *force majeure*, the SUPPLIER must file a written request with the CITY.

## SECTION 23. SURVIVAL OF CERTAIN AGREEMENT PROVISIONS

The following provisions of the Agreement, concerning SUPPLIER's obligations, shall survive the termination of the Agreement after completion of the Project:

A. Section 2B (Job Creation)

B. Section 6 (Retention and Accessibility of Records)

**WITNESS OUR HANDS, EFFECTIVE as of June 16, 2005:**

Accepted and executed in three duplicate originals on behalf of the City of San Antonio pursuant to Ordinance Number 101024, dated June 16, 2005, and Metalsa Light Truck, Inc..

**Metalsa Light Truck, Inc.,**
a Corporation

By: _____
Name: Otto Sampson
Title: General Counsel

ATTEST:

Name: _____
Title: _____

**CITY OF SAN ANTONIO,**
a Texas Municipal Corporation

for J. Rolando Bono
INTERIM CITY MANAGER

ATTEST:

Leticia Vacek
CITY CLERK

APPROVED AS TO FORM:

for Martha G. Sepeda
ACTING CITY ATTORNEY

# EXHIBIT A

# EMPLOYEE CERTIFICATION REPORT

# EMPLOYEE CERTIFICATION REPORT

In accordance with the City of San Antonio Economic Development Incentive Fund Grant Agreement, Ordinance No. 101024 passed and approved June 16, 2005, please provide employee certification information for the activity period of _____ _____, 20___ through _____ _____, 20___.

_____
Company Name

_____
Address

Total number of current employees: _____

Total number of new, permanent,
full-time employees added this activity period: _____

Please include support documentation such as payroll registers to document total number of employees and weekly number of hours worked. Personal identifying information is not required.

*I certify the information provided on this form and support documents are correct.*

_____
Signature Printed Name

_____
Title Date Phone Number

**Return this form with support documentation no later than**

_____

to: City of San Antonio
Economic Development Dept.
Heavy Industry Division
PO Box 839966
San Antonio, TX 78283-3966
(210) 207-8080
FAX: (210) 207-8151

| | |
|---|---|
| Total Approved Training Grant | $_____ |
| Total Prior Reimbursement(s) | $_____ |
| Current Reimbursement Request | $_____ |
| Approved Training Grant Balance | $_____ |

**COSA INTERNAL USE**

_____
Approved Date

Cost Center: 160401001
G/L #: 5202025

**CITY OF SAN ANTONIO**
**TAX PHASE-IN AGREEMENT**

1. **PARTIES**

THIS AGREEMENT (the "Agreement") is entered into on this 16th day of June 2005, by and between METALSA LIGHT TRUCK, INC. (hereinafter referred to as "SUPPLIER"), holding a leasehold interest in real property and as personal property owner, and the CITY OF SAN ANTONIO, a municipal corporation, (hereinafter referred to as the "CITY"), acting by and through its Interim City Manager.

2. **AUTHORIZATION AND FINDINGS**

A. This Agreement is entered into pursuant to the following authorities:

1. The Texas Property Redevelopment and Tax Abatement Act of 1987, V.A.T.S. Tax Code, Chapter 312, as amended;

2. CITY COUNCIL RESOLUTION No. 89-07-12, dated the 15th day of February 1989, and most recently revised by Ordinance No. 98692 on January 8, 2004, together which established the City of San Antonio Guidelines and Criteria for Tax Phase-In and Reinvestment Zones, (hereinafter referred to as the "Guidelines and Criteria");

3. The State of Texas designation of the SAN ANTONIO EMPOWERMENT ZONE/REINVESTMENT ZONE (the "ZONE"); and

4. CITY COUNCIL ORDINANCE NO. 101023, dated June 16, 2005 which specifically approved this Agreement and authorized execution hereof.

B. The City Council, by its approval of this Agreement, hereby finds that while the terms of this Agreement provide exceptions to the Guidelines and Criteria, the approval of this Agreement will not have any substantial long-term adverse effect on the provision of CITY services or the CITY'S tax base and the planned use of the Property (defined below) inside the Zone by SUPPLIER for the uses contemplated herein will not constitute a hazard to public safety, health or morals.

C. The City Council, by its approval of this Agreement, hereby finds that the terms of this Agreement are substantially similar to the County of Bexar's Tax Abatement Agreement with the Supplier and that the Supplier is in compliance with said agreement.

D. Toyota Motor Manufacturing Texas ("TMMTX") has certified in its agreement with Starbright Industrial Development Corporation that jobs referenced in this Agreement are separate and apart from any job creation requirements identified in any other agreements.

3. **PROPERTY**

A. SUPPLIER has a taxable leasehold interest in the real property which is the subject of this Agreement and which is indicated and legally described in Exhibit A, attached hereto and incorporated herein (the "Property"). With a real property investment of approximately THREE MILLION NINE HUNDRED AND FOUR THOUSAND DOLLARS ($3,904,000.00), a personal property investment of approximately SIX HUNDRED SIXTY-TWO THOUSAND FOUR HUNDRED DOLLARS ($662,600.00), and approximately FOUR HUNDRED THOUSAND DOLLARS ($400,000.00) in inventory and supplies, SUPPLIER will construct buildings on land leased from TMMTX, purchase manufacturing machinery and equipment, and expend additional funds on engineering, training and supplies on said Property. The Property will be used for pre-production services in the manufacturing of motor vehicles. SUPPLIER will conduct, on the Property, normal business activities including, but not limited to, the manufacturing, assembly, or distribution of automotive components (hereinafter collectively referred to as the "Business Activities") or the normal Business Activities of a Related Organization (defined in Article 5, Paragraph I) so long as such Business Activities include the normal Business Activities of a manufacturer, assembler or distributor of automotive components or similar activity. SUPPLIER shall invest, or cause to be invested, approximately FOUR MILLION NINE HUNDRED AND SIXTY-SIX THOUSAND FOUR HUNDRED DOLLARS ($4,966,400.00) in real property improvements, personal property improvements as described above by January 1, 2007. SUPPLIER shall be entitled to tax abatements authorized herein for the real property improvements, personal property improvements, and inventory and supplies, above the Base Year Value (as defined in Article 6, Paragraph A) if SUPPLIER or a Related Organization undertakes Business Activities in accordance with the terms of this Agreement in the ZONE.

B. SUPPLIER will establish a tax account for real and personal property with the Bexar Appraisal District regarding the Property and provide these tax account numbers to the CITY.

## 4. SUPPLIER'S REPRESENTATIONS

A. SUPPLIER represents that they have no knowledge that any interest in the Property is presently owned, held or leased by a member of the San Antonio City Council, Zoning Commission, Planning Commission, the City's Economic Development Department, or any other City officer or employee. SUPPLIER further represents that they shall not knowingly sell, lease or otherwise convey such an interest to a member of the San Antonio City Council, the Zoning Commission, the Planning Commission, the City's Economic Development Department or any other City officer or employee, as long as this Agreement remains in effect.

B. SUPPLIER represents that there is no litigation pending against SUPPLIER for any violations under the Occupational Safety and Health Act.

## 5. TERMS OF THE AGREEMENT

A. Obligations of SUPPLIER. For SUPPLIER to receive the tax abatement authorized herein: (1) SUPPLIER shall own, hold an interest in or otherwise control the Property and shall invest, or cause to be invested, a minimum of approximately THREE MILLION NINE HUNDRED AND FOUR THOUSAND DOLLARS ($3,904,000.00) in the real property

improvements for the Property described in Article 3, Paragraph A; (2) invest in personal property improvements approximately SIX HUNDRED SIXTY-TWO THOUSAND FOUR HUNDRED DOLLARS ($662,600.00) by January 1, 2007; (3) invest approximately FOUR HUNDRED THOUSAND DOLLARS ($400,000.00) in inventory and supplies by January 1, 2007; (4) SUPPLIER shall hire a minimum of fifteen (15) non-temporary, full-time employees by January 1, 2010; and (5) SUPPLIER shall occupy and use the Property for its Business Activities and otherwise comply with the applicable terms of this Agreement.

B. Wage Requirement. SUPPLIER covenants and agrees that it shall pay at least one hundred percent (100%) of its employees nine dollars and six cents ($9.06) per hour as of the time City Council of CITY authorized execution of this Agreement.

C. Full-Time Employee. For the purposes of this Agreement, a full-time job shall be equivalent to two thousand eighty (2,080) straight-time paid hours in a fiscal year.

D. Employee Benefits. SUPPLIER covenants and agrees that it shall offer all of its non-temporary full-time employees employed on the Property substantially similar employee benefits as those employee benefits offered to similarly situated employees of SUPPLIER.

E. Compliance with Employment Regulation. SUPPLIER covenants and agrees that it shall comply with all applicable federal and state laws governing the employment relationship between employers and employees.

F. Compliance with Business Activities Regulation. SUPPLIER also covenants and agrees that it shall conduct its Business Activities (as defined in Article 3, Paragraph A) on the Property in accordance with all applicable federal, state and local laws.

G. Compliance with Construction Regulation. SUPPLIER shall construct, or cause to be constructed, any improvements made to the Property in accordance with all applicable federal, state and local laws including, but not limited to, Texas Commission on Environmental Quality regulations, Bexar County and City of San Antonio laws, Building Codes and ordinances, Historic Preservation and Urban Design ordinances, flood, subdivision, building, electrical, plumbing, fire and life safety codes and regulations, current and as amended.

H. Improvements Completion. SUPPLIER shall substantially complete, or cause to be completed, all real and personal property improvements as described in this Agreement by January 1, 2007 and will house SUPPLIER'S Business Activities (as defined in Article 3, Paragraph A) on the Property in the ZONE. SUPPLIER shall be entitled to such additional time to complete said improvements as may be required due to any "Force Majeure" event, so long as SUPPLIER diligently pursues said completion of improvements. For purposes of this Agreement, "Force Majeure" shall be as defined in Article 8 below. The CITY shall have the final determination, to be exercised reasonably and in good faith, whether to extend such period of time for said completion for reasons of Force Majeure. SUPPLIER shall notify the CITY of the completion of the personal property improvements by sending notice to the address listed in Article 9 (Notice) within one month of completion.

I. Authorized Business Activities. Except as provided herein, SUPPLIER covenants and agrees that it shall use the Property only to conduct its Business Activities. Without additional consent or approval by the City Council, a parent, subsidiary or affiliate organization of SUPPLIER or new entity created as a result of a merger, acquisition, or other corporate restructure or reorganization of SUPPLIER, or any component thereof (hereinafter "Related Organization") may occupy and use the Property for such Related Organization's normal business activities, so long as such business activities are those of a manufacturer of auto parts, or similar or comparable to the Business Activities of SUPPLIER on the Property. To be eligible for tax abatements as provided in this Agreement, such Related Organization shall comply with all applicable terms of this Agreement. Except as authorized above, SUPPLIER covenants and agrees not to change the principal use of the Property without prior approval by the City Council, as evidenced in a duly approved ordinance.

J. Maintenance Obligations. SUPPLIER covenants and agrees that they shall maintain the Property and any constructed improvements in good repair and condition during the Tax Phase-In Period, normal wear and tear and damage by fire or other casualty not caused as a result of the negligence, intentional act or misconduct of SUPPLIER excepted. Compliance with the maintenance obligations imposed herein shall be presumed if SUPPLIER follows its normal and customary maintenance procedures and schedules.

K. Inspections by the City. Upon five business days prior notice to SUPPLIER by CITY, SUPPLIER covenants and agrees that they shall allow designated representatives of the CITY access to the Property during normal business hours for inspection to determine if the terms and conditions of this Agreement are being met. (This inspection is independent of CITY'S police powers to inspect for purposes of assuring compliance with applicable City Codes and Ordinances). The CITY's access to SUPPLIER's books and records will be limited to information needed to verify that SUPPLIER is and has been conducting Business Activities, and to verify the number of non-temporary full-time employees at the Facility. Any information that is not required by law to be made public shall be kept confidential by CITY. Should any good faith dispute or question arise as to the validity of the data provided, the CITY reserves the right to require SUPPLIER to obtain an independent firm to verify the information. This certified statement by an independent firm shall be provided at the sole cost of SUPPLIER. CITY representatives may be accompanied by SUPPLIER representatives and such inspections shall be conducted in such a manner as to (a) not unreasonably interfere with the operation of the Property or the Facility; and (b) comply with SUPPLIER's reasonable security requirements.

L. Disclosure to Bexar Appraisal District. During the term of this Agreement, SUPPLIER covenants and agrees to furnish each year, as applicable the Chief Appraiser of Bexar Appraisal District with information outlined in Chapter 22, V.A.T.S. Tax Code, as amended, as may be necessary for the tax phase-in and for appraisal purposes.

M. Disclosure to CITY. SUPPLIER covenants and agrees that it shall provide the CITY's Director of Economic Development with a semi-annual certification from an officer of SUPPLIER attesting to the number of jobs created and maintained, as well as wages paid, by SUPPLIER on the Property. SUPPLIER shall also submit this information to the CITY upon request, as deemed necessary at the sole discretion of the CITY, during the term of this

Agreement. The information provided shall be on the forms set forth in, or substantially similar to the forms set forth in, Exhibit "C" (attached hereto and incorporated herein), as amended.

N. Local Employment Goal. SUPPLIER covenants and agrees to make a good faith effort to hire local employees to fulfill its requirements under Article 5, Paragraph A. "Local" is defined, for the purposes of this Paragraph, as an employee whose principal residence is located within the city limits of the City of San Antonio or within the county limits of Bexar County.

O. Notification Requirement Regarding Sale, Transfer or Sub-lease of Property. SUPPLIER covenants and agrees to notify CITY in writing at least 30 days prior to any sale, transfer or sub-lease of the Property during the Term. CITY shall not unreasonably withhold approval of any requests for Assignment of this Agreement by SUPPLIER under Article 11 and any new purchaser or transferee requesting Assignment shall be bound by same. Failure to provide the required notification under this Article 5, Paragraph O may render SUPPLIER subject to the termination and recapture provisions under Article 7 without benefit of the Cure Period (as defined in Article 7, Paragraph E).

P. Notification Requirement Regarding Relocation or Cessation of Business. SUPPLIER covenants and agrees to notify CITY in writing at least 30 days prior to Relocating or Ceasing its Business Activities (as defined in Article 7, Paragraphs B and C). Failure to provide the required notification under this Article 5, Paragraph P may render SUPPLIER subject to the termination and recapture provisions under Article 7 without benefit of the Cure Period (as defined in Article 7, Paragraph E).

Q. Penalty for Default/Termination. If, during this Agreement SUPPLIER fails to create and retain at least the minimum number of non-temporary, full-time jobs required under Article 5, Paragraph A of this Agreement, or SUPPLIER fails to pay at least the minimum wages required under Article 5, Paragraph B of this Agreement for a period of three (3) or more consecutive months, then the termination and recapture provisions of Article 7 of this Agreement shall apply against SUPPLIER.

R. Other Actions Resulting in Default/Termination. If, during this Agreement, SUPPLIER allows its ad valorem taxes due on the land, real and personal property or inventory and supplies to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest, or is in default with any loan which has been made by the San Antonio Development Agency, South Texas Business Fund, City of San Antonio Industrial Development Authority or any other CITY-sponsored loan/grant/bond program, then the termination and recapture provisions of Article 7 of this Agreement shall apply.

## 6. TAX PHASE-IN

A. Term. The Tax Phase-In Period (the "Term") for the Property improvements shall be for 10 years beginning on January 1 of the year following the City's full purpose annexation of the "Property," but not later than January 1, 2007. The base year for calculating the value of the Property shall be January 1, 2005. The "Base Year Value" of the Property shall be the assessed

value (determined by the Bexar Appraisal District), as of the Base Year, of the personal property located thereon.

B. Conditions Precedent. At the commencement of the Term, SUPPLIER shall own, have an interest in or otherwise control the Property. SUPPLIER shall also conduct its Business Activities on the Property. A Tax Phase-In shall be granted in each year of the Term as described in Article 6, Paragraph C below.

C. Additional Conditions and Tax Phase-In Percentage. Provided that SUPPLIER has invested in the Property real and personal property improvements by January 1, 2007, SUPPLIER has hired the number of employees specified in Article 5, Paragraph A of this Agreement, SUPPLIER pays at least the minimum wages required under Article 5, Paragraph B of this Agreement, SUPPLIER uses the Property for its Business Activities, and SUPPLIER is otherwise in compliance with the conditions of this Agreement, then eighty percent (80%) of the ad valorem taxes for the real and personal property improvements including inventory and supplies, above the Base Year Value, shall be abated during the Term. There shall be no abatement of taxes for the underlying land value.

D. Base Year Taxation. SUPPLIER understands and agrees that the Base Year Value of the Property and the tax levy based on said Base Year Value of the Property in the ZONE shall not decrease, but taxes may increase and that the amount of property taxes paid by SUPPLIER to the CITY attributable to the Property during the Term shall not be less than the amount of taxes attributable to the Property paid to the CITY for the base year tax year, if any, except in the event of casualty or condemnation of the Property in the ZONE.

E. Protest Rights. SUPPLIER shall have the right to protest appraisals of the Property, or any portion thereof, or the value of any improvements over and above the Base Year Value as applicable.

## 7. DEFAULT/TERMINATION/RECAPTURE

A. Relocation Defined. For purposes of this section, "Relocation" or "Relocate" shall mean SUPPLIER or a Related Organization which has taken the place of SUPPLIER, relocating Business Activities to a location outside the TMMTX supplier park.

B. Termination and Recapture of Taxes in Event of Relocation of Business Activities. If SUPPLIER occupies and uses the Property for its Business Activities and subsequently Relocates (as defined in this Article 7, Paragraph A) during the Term, except if such Relocation of Business Activities is caused by a Force Majeure, as defined in Article 8, then City Council shall have the right to terminate this Agreement and the Term. Said terminations shall be effective for the calendar year during which the Property was no longer used for the required purposes stated herein. Upon said terminations, personal property taxes otherwise abated for that calendar year and all previously abated taxes under this Agreement shall be recaptured and shall be paid to CITY within sixty (60) calendar days from the date of said termination notices to SUPPLIER by CITY.

C. Termination and Recapture of Taxes in Event of Cessation of Business Activities. If SUPPLIER occupies and uses the Property for its Business Activities and subsequently ceases conducting Business Activities (or a substantial portion thereof) at the site for a continuous period of three months during the Tax Phase-In Period for any reason, except if such cessation is caused by a Force Majeure as defined in Article 8, then the City Council shall have the right to terminate this Agreement and the Term. Said terminations shall be effective for the calendar year during which the Property was no longer used for the required purposes stated herein. Upon said terminations, all property taxes otherwise abated for that calendar year and all previously abated taxes under this Agreement shall be recaptured and shall be paid to CITY within sixty (60) calendar days from the date of said termination notices to SUPPLIER by CITY.

D. Termination and Recapture of Taxes for Failure to Maintain Minimum Number of Employees. If SUPPLIER, a Related Organization or City-approved assignee fails to hire and retain the minimum number of permanent full-time employees as required in Article 5, Paragraph A above, calculated by the averaging of the two most current semi-annual Employee Wage Information for Tax Phase-In Request Forms, or substantially similar form, (Exhibit "C") for such calendar year of noncompliance, then for each such calendar year of noncompliance, the tax abatement shall be reduced in the following tax year by the same percentage as the deficiency in the number of employees. For example, if SUPPLIER hires and retains ninety percent (90%) of the minimum number of non-temporary full-time employees in a given year, SUPPLIER shall be entitled to ninety percent (90%) of the ad valorem personal property tax abatement for the Property for that following year, but subject to a floor of fifty percent (50%). If SUPPLIER fails to hire and retain at least fifty percent (50%) of the minimum number of non-temporary full-time employees in a given year then, at the option of City Council, this failure may be grounds for termination of this Agreement and the Term. Said termination shall be effective for the calendar year during which the number of permanent full-time employees stated herein have not been hired or retained as required. Upon said terminations, all property taxes otherwise abated for that calendar year and all previously abated taxes under this Agreement shall be recaptured and shall be paid to CITY within sixty (60) calendar days from the date of said termination notices to SUPPLIER.

E. Cure Period and Declaration of Default. During the Term, CITY may declare a default if SUPPLIER fails to comply with any of the terms of this Agreement. Should CITY determine SUPPLIER is in default under any of the terms of this Agreement, CITY will notify SUPPLIER in writing at the address below in Article 9. If said default is not cured within sixty (60) calendar days from the date of such notice (hereinafter the "Cure Period"), then City Council shall have the right to terminate this Agreement. CITY may extend the Cure Period if SUPPLIER commences the cure within the Cure Period and SUPPLIER is diligently pursuing such cure. If the Agreement is terminated as a result of default, all property taxes will be due for the tax year during which the termination occurred and shall accrue without further abatements for all tax years thereafter; in addition, CITY shall have the right to recapture from SUPPLIER all previously abated property taxes under this Agreement and said taxes shall be paid by SUPPLIER within sixty (60) calendar days of receiving CITY'S written notification of recapture.

F. Other Remedies Available. CITY shall have the right to seek any remedy at law to which it may be entitled, in addition to termination and/or recapture, if SUPPLIER defaults under the terms of this Agreement. However, such termination and/or recapture shall be subject to any and all lawful offsets, settlements, deductions or credits to which SUPPLIER may be entitled. The termination and/or recapture of taxes provided in this Article 7 are not applicable to situations involving minor changes to the description of the Property, or changes in ownership or in management thereof, so long as SUPPLIER, its parent, subsidiary, affiliate or its CITY-approved successor or assignee continues conducting Business Activities or other authorized activities thereon as provided hereinabove.

G. Calculation of Taxes Subject to Recapture. If SUPPLIER fails to comply with any of the terms of this Agreement including, but not limited to, those pertaining to this Article 7 then the City Council shall have the right to recapture from SUPPLIER a percentage of the abated personal property taxes based on the following table:

| TERM YEAR | TOTAL TAX PREVIOUSLY ABATED SHALL BE MULTIPLIED BY: |
|---|---|
| 1-10 | 100% |
| 11-12 | 80% |
| 13 | 60% |
| 14 | 40% |
| 15 | 20% |
| 16 | 10% |

FORMULA: The recapture formula shall be:

| | | | | |
|---|---|---|---|---|
| Total Taxes Abated | X | Applicable Percentage from above Schedule | = | Amount to be Recaptured |

CITY shall recalculate the amount of recapture pertaining to each tax year utilizing the above formula. A bill for each year will then be sent to SUPPLIER.

## 8. AUTHORIZED RELIEF FROM PERFORMANCE (Force Majeure)

For purposes of this section, "Force Majeure" is defined as an act of God or natural disaster. It also includes explosion or other casualty or accident which is not the result of negligence, intentional act or misconduct on the part of SUPPLIER. In addition to relief expressly granted in this Agreement, CITY may grant relief from performance of this Agreement if SUPPLIER is prevented from compliance and performance by an event of Force Majeure. The burden of proof for the need for such relief shall rest upon SUPPLIER. To obtain release based upon this Article 8, SUPPLIER must file a written request with the CITY'S Economic Development Department for processing to City Council for a decision, authorized by a duly approved Ordinance.

9. **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 upon its deposit into the custody of the United States Postal Service or 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.

TO SUPPLIER:

- (Whether personally delivered or mailed):

Metalsa Light Truck, Inc.
Attn: Otto Sampogna
Carreta Miguel Aleman Km. 16.5 Km. 100
Apodaca, Nuevo Leon, Mexico 66600

TO CITY:

- If mailed:

Economic Development Department
Attn: Director
P.O. Box 839966
San Antonio, Texas 78283-3966

- If by personal or overnight delivery:

Economic Development Department
Attn: Director
City Hall, 4th Floor
Military Plaza
San Antonio, Texas 78205

10. **CONDITION**

This Agreement is conditioned entirely upon the approval of the San Antonio City Council, as evidenced by duly approved Ordinance Number 101023, dated June 16, 2005.

## 11. ASSIGNMENT

Except as otherwise expressly provided herein, this Agreement may be assigned or otherwise transferred only with City Council's prior approval (which approval shall not be unreasonably withheld), as reflected in a duly adopted ordinance. SUPPLIER must submit a written request to CITY for approval of the proposed assignment or other transfer at least thirty (30) days prior to the effective date of the assignment or transfer of any part of the Property; however, no City Council consent is required for an assignment or transfer to a parent of SUPPLIER, a subsidiary of SUPPLIER, an affiliate entity of SUPPLIER, or to any new entity created as a result of a merger, acquisition or other corporate restructure or reorganization of SUPPLIER. However, SUPPLIER shall give CITY prior written notice of all assignments or other transfers that do not require City Council consent, as required under Article 5, Paragraph P. All future assignees shall be bound by all terms and/or provisions and representations of this Agreement.

## 12. GENERAL PROVISIONS

A. None of the property improvements described in this Agreement are financed by tax increment bonds.

B. This Agreement is entered into subject to the rights of the holders of outstanding bonds of the CITY related to this project. No bonds for which the CITY is liable have been used to finance this project.

C. No amendment, modification, or alteration of the terms hereof shall be binding unless in writing dated subsequent to the date of this Agreement and duly authorized by the parties. SUPPLIER acknowledges that City Council approval is required for any and all of these actions.

## 13. SEVERABILITY

In the event any section, subsection, paragraph, subparagraph, sentence, phrase or work herein is held invalid, illegal or unenforceable, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase or word. In such event there shall be substituted for such deleted provisions a provision as similar as possible in terms and in effect to such deleted provision that is valid, legal and enforceable. This Agreement constitutes the entire Agreement between the parties hereto relating to the subject matter contained herein and supersedes all prior, oral or written agreements, commitments or understandings with respect to the matters provided for herein.

## 14. ESTOPPEL CERTIFICATE

Any party hereto may request an estoppel certificate related to this project (hereafter referred to as "Certificate") from another party hereto so long as the Certificate is requested in connection with a bona fide business purpose. The Certificate, which if requested, will be

addressed to a subsequent purchaser or assignee of SUPPLIER or other party designated by SUPPLIER which shall include, but not necessarily be limited to, statements that this Agreement is in full force and effect without default, if such is the case, the remaining Term of this Agreement, the levels of tax abatement in effect, and such other matters reasonably requested by the party(ies) to receive the Certificate.

15. **OWNER STANDING**

SUPPLIER, as a party to this Agreement, shall be deemed a proper and necessary party in any litigation questioning or challenging the validity of this Agreement or any of the underlying ordinances, resolutions, or City Council actions authorizing same, and SUPPLIER shall be entitled to intervene in said litigation.

16. **APPLICABLE LAW**

This Agreement shall be construed under the laws of the State of Texas and is performable in Bexar County, Texas, the location of the ZONE.

17. **DUPLICATE ORIGINALS**

This Agreement shall be executed in two duplicate originals, with a duplicate original going to each party.

**CITY OF SAN ANTONIO,**
a Texas Municipal Corporation

for J. Rolando Bono
INTERIM CITY MANAGER

By: Otto Sampogna
Title: General Counsel

ATTEST:

Leticia Vacek
CITY CLERK

ATTEST:

APPROVED AS TO FORM:

Martha G. Sepeda
ACTING CITY ATTORNEY

EXHIBIT A: PROPERTY DESCRIPTION

EXHIBIT B: EMPLOYEE BENEFITS

METALSA LIGHT TRUCK, INC.

Employee Benefits Summary
San Antonio Sequencing Facility

Metalsa will offer the following benefits to its employees at its San Antonio sequencing facility:

- Health insurance
- Dental insurance

EXHIBIT C: NUMBER OF JOBS AND WAGE INFORMATION FORM

# INVESTMENT FOR TAX PHASE-IN REQUEST FORM

Provide support documents, or appropriate summaries of same, only for activity occurring during the reporting period of _____ to _____. Please fax this form by January __, 200__. **Return this form with attached documentation no later than _____ to:**

City of San Antonio
Economic Development Department
Contract Officer
100 Military Plaza
City Hall, 4th Floor
San Antonio, TX 78205
(210) 207-8080
FAX (210) 207-8151

**Real Property Improvements**
Expenditures associated with the real property improvements to your facility for the above reporting period. **Verification may include AIA forms, receipts, invoices, requests for payment from the contractor, etc.**

Improvements occurring since _____: $_____ (attach supporting documents)

Improvements existing prior to_____: $_____

***Total Real Property Improvements***: $_____

**Personal Property Improvements:**
Expenditures associated with the personal property improvements to your facility for this reporting period. **Verification may include receipts, invoices, requests for payment, etc.**

Improvements occurring since _____: $_____ (attach supporting documents)

Improvements existing prior to_____: $_____

***Total Personal Property Improvements***: $_____

*I certify, under penalty of perjury, that the information provided on this form and attached support documents are true and correct.*

_____
Signature Date

_____
Printed Name Company Name

# EMPLOYEE WAGE INFORMATION FOR TAX PHASE-IN REQUEST FORM

Provide support documents, or appropriate summaries of same, only for activity occurring during the reporting period of _____, 200__. **Please fax this sheet to:**

**City of San Antonio**
**Economic Development Department**
**Contract Officer**
**100 Military Plaza**
City Hall, 4th Floor
**San Antonio, TX 78205**
(210) 207-8080
(210) 207-8151 FAX

_____
Company Name

_____
Contact Person Phone Number

***Total** Number of Employees (full-time only) _____

As of: _____

****Total** Number of New jobs created _____

From _____, 200__ to _____, 200__ _____

***Number of Employees **Earning At or Above Wage Standard:**_____

- Minimum Hourly Wage for all employees _____

***Wage standard will remain constant throughout a company's Tax Phase-In Term. Standard will be the minimum hourly earnings (for San Antonio MSA) in force at the time Agreement was signed.

Please **attach support documents, or appropriate summaries of same,** such as payroll registers to document total number of employees, dates of hire, hourly wages of employees and weekly number of hours worked. **Personal identifying information is not required.**

*I certify, under penalty of perjury, that the information provided on this form and attached support documents is true and correct.*

_____
Signature Date

_____
Printed Name Company Name

RR
08/18/05
Item #4C

AN ORDINANCE 101219

AMENDING CITY ORDINANCE NO. 101024 BY AUTHORIZING THE ALLOCATION OF AN ADDITIONAL $96,160.00 FROM THE ECONOMIC DEVELOPMENT INCENTIVE FUND ("EDIF") FOR A TOTAL ALLOCATION $1,096,160.00 TO SUPPORT WORKFORCE TRAINING FOR TOYOTA SUPPLIERS AND A TOYOTA SUBSIDIARY LOCATING IN THE TOYOTA SUPPLIER PARK; AND INCREASING THE NUMBER OF COMPANIES RECEIVING WORKFORCE TRAINING GRANT AGREEMENTS FROM FIFTEEN (15) TO SEVENTEEN (17).

* * * * *

**WHEREAS,** Toyota Motor Manufacturing North America ("Toyota") selected the City of San Antonio as the site for its newest automotive manufacturing plant, has begun construction on the facility in south Bexar County, intends to invest approximately $850 million in the property, and will create 2,000 jobs for the City and surrounding area; and

**WHEREAS,** in addition to the manufacturing plant, a tier-one Supplier Park consisting of Toyota suppliers located on the Toyota property to support manufacturing and assure quality, while reducing costs associated with logistic services was proposed; and

**WHEREAS,** it is estimated that the addition of a Supplier Park will result in approximately $307,000,000.00 in additional capital investment in the property and create an additional 2,108 jobs in the City and surrounding area; and

**WHEREAS,** as an incentive to establish the Supplier Park in San Antonio, the City offered economic incentives to tier-one suppliers who locate on the Toyota Supplier Park property, including training grants to support workforce training; and

**WHEREAS,** City Ordinance No. 101024 authorized the allocation of $1,000,000.00 from the Economic Development Incentive Fund ("EDIF") for customized workforce training to be distributed among fifteen (15) tier-one suppliers who indicated that they will locate on the Toyota Supplier Park property and authorized the execution of fifteen (15) training grant agreements; and

**WHEREAS,** one additional supplier, Toyoda Gosei Texas, LLC and a Toyota subsidiary company, Toyota Logistics Services, have indicated that they would locate on the Toyota property and have requested EDIF funds through training grant agreements; and

**WHEREAS,** City staff has evaluated the request and has calculated that an additional $96,160.00 would be required to provide for the two additional suppliers; and

**WHEREAS,** granting the additional funds to support workforce training promotes economic development in compliance with the City's Economic Development Program established pursuant to the provisions of Chapter 380 of the Texas Local Government Code; **NOW THEREFORE:**

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

RR
08/18/05
Item #4C

**SECTION 1.** The City Council hereby amends City Ordinance No. 101024 by allocating an additional $96,160.00 from the Economic Development Incentive Fund ("EDIF"), for a total allocation of $1,096,160.00, to support customized workforce training grants and approving two additional training grant agreements, for a total of seventeen (17) training grant agreements, with the named companies in EXHIBIT A.

**SECTION 2.** The City Manager or a designated representative is authorized for a period of sixty (60) days from the passage of this ordinance to execute seventeen (17) agreements as approved in Section 1. The final agreements shall be filed with this ordinance upon execution.

**SECTION 3.** Additional funds in the amount of $96,160.00 are authorized to be appropriated and encumbered in Fund 29059000, entitled "Economic Development Initiatives", Cost Center 1604010001, and General Ledger 5201040, entitled "Fees to Professional Contractors" for a total of $1,096,160.00, and made payable to the Toyota supplier companies and in the amounts listed in EXHIBIT B upon certification of employment.

**SECTION 4.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager, the Interim City Manager, or the City Manager's designee, correct allocation to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

**SECTION 5.** This ordinance shall be effective on and after the tenth (10th) day after passage hereof.

PASSED AND APPROVED this 18th day of AUGUST 2005.

M A Y O R
PHIL HARDBERGER

ATTEST: Yolanda L. Ledesma
ASSISTANT City Clerk

APPROVED AS TO FORM: _____
for Acting City Attorney

# Agenda Voting Results

**ıme:** 4C.

**Date:** 08/18/05

**Time:** 09:56:42 AM

**Vote Type:** Multiple selection

**Description:** An Ordinance amending City Ordinance No. 101024 by authorizing the allocation of an additional $96,160.00 from the Economic Development Incentive Fund ("EDIF") for a total allocation of $1,096,160.00 to support workforce training for Toyota suppliers locating in the Toyota Supplier Park; and increasing the number of Toyota suppliers receiving Workforce Training Grant Agreements from fifteen (15) to seventeen (17).

| Voter | Group | Status | Yes | No | Abstain |
|---|---|---|---|---|---|
| ROGER O. FLORES | DISTRICT 1 | | x | | |
| SHEILA D. McNEIL | DISTRICT 2 | | x | | |
| ROLAND GUTIERREZ | DISTRICT 3 | | x | | |
| RICHARD PEREZ | DISTRICT 4 | | x | | |
| PATTI RADLE | DISTRICT 5 | | x | | |
| DELICIA HERRERA | DISTRICT 6 | | x | | |
| ˙LENA GUAJARDO | DISTRICT 7 | | x | | |
| ˙RT A. HALL | DISTRICT 8 | | x | | |
| ˙EVIN WOLFF | DISTRICT 9 | | x | | |
| CHIP HAASS | DISTRICT_10 | | x | | |
| MAYOR PHIL HARDBERGER | MAYOR | | x | | |