

**CITY OF SAN ANTONIO
ECONOMIC DEVELOPMENT DEPARTMENT
CITY COUNCIL AGENDA MEMORANDUM**

TO: Mayor and City Council

FROM: Ramiro A. Cavazos, Director

SUBJECT: Economic Development Incentive Fund Grant Agreements with Fifteen Toyota Supplier Companies

DATE: June 16, 2005

SUMMARY AND RECOMMENDATIONS

This ordinance authorizes the expenditure of up to \$1 million from the Economic Development Incentive Fund (EDIF) to support workforce training for fifteen (15) Toyota supplier companies who are locating business operations at the Toyota Supplier Park. This ordinance also authorizes the Interim City Manager to enter into separate workforce training grant Agreements with the 15 Toyota supplier companies. Through these grant Agreements, each of the 15 supplier companies will be reimbursed an amount equal to \$520.00 per employee for workforce training.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

Toyota is currently constructing an automotive manufacturing plant in south Bexar County where it intends to invest approximately \$573 million and create approximately 2,000 jobs. The plant is scheduled to open for production in September 2006. Following their decision to locate in the San Antonio area, Toyota began developing plans for an on-site Supplier Park, which is unique to San Antonio. Toyota's goal was to attract Tier One suppliers to locate at the site of their new automotive manufacturing plant.

Tier One suppliers manufacture, assemble and distribute components directly to the automotive assembly line for installation into the vehicles. Tier One suppliers will generally locate their operations near the manufacturing site for just-in-time deliveries to the automotive assembly line. Having suppliers located on-site will improve collaboration between Toyota and its suppliers, thereby assuring quality, while reducing costs associated with logistics services.

In 2003, Toyota began discussions with the City of San Antonio and Bexar County on local business incentives that could be offered to attract Tier One suppliers to the Supplier Park. Toyota initially estimated the Supplier Park could attract an additional 1,000 jobs and \$100 million in capital investment. San Antonio had been competing heavily with other cities in the region for supplier jobs and investment. In addition, some suppliers were only considering the

establishment of warehouse and assembly operations in San Antonio in lieu of manufacturing operations.

Both the City and County concluded that significant incentives were needed to help Toyota establish the Supplier Park and to maximize the amount of supplier jobs and investment. As a result, City and County staff developed a standard Toyota supplier incentive package to assist Toyota in recruiting Tier One suppliers to the Supplier Park. As part of this incentive package, the City offered customized workforce training assistance to Toyota supplier companies. The City Council subsequently identified up to \$1 million from the EDIF to help fund initial workforce training requirements for those Toyota supplier companies who agreed to locate at the Supplier Park.

On December 16, 2004, Toyota representatives and the Governor announced the establishment of the Supplier Park. At that time, Toyota was projecting to attract 18 Tier One companies, 1,500 jobs, and \$150 million in capital investment. Presently, 17 Toyota Tier One supplier companies have agreed to locate at the Supplier Park, invest approximately \$304 million and create 2,107 jobs. Of these 17 companies, 15 qualify for a workforce-training grant from the available \$1 million in EDIF funds (Exhibit B). Two (2) of the supplier companies will receive assistance under the existing Toyota Starbright Agreement approved by City Council on May 22, 2003. City staff is proposing to offer each supplier company a fair share allocation of the \$1 million in an amount equal to \$520.00 per employee hired on or before January 1, 2008.

POLICY ANALYSIS

The project supports the City's *Strategic Plan for Enhanced Economic Development* by encouraging the attraction of new businesses and good paying jobs to the targeted southern sector. Additionally, this project promotes growth in the targeted industry of manufacturing and enhances the potential for Toyota to further expand its operations and commitments to San Antonio.

Furthermore, the attraction and concentration of additional investment and good-paying jobs at the Toyota Supplier Park will allow the City to maximize the full economic benefit of Toyota's presence in the community. Combined, the Toyota automotive manufacturing plant and supporting Supplier Park will create approximately 4,107 direct jobs and result in a total capital investment of approximately \$877 million.

FISCAL IMPACT

This action will authorize the expenditure of up to \$1 million from the City's Economic Development Incentive Fund to support workforce training in the amount of \$520.00 per employee for Toyota suppliers locating at the Toyota Supplier Park. Funds will be expended on a reimbursement basis following supplier company certification of employment.

COORDINATION


The Economic Development Department coordinated with the City Attorney's Office to finalize the Economic Development Incentive Fund Grant Agreement (Exhibit A).


This incentive request was also presented to the Economic and Human Development Committee on March 30, 2005. The Committee directed staff to bring these requests to the full City Council for further discussion and consideration.

SUPPLEMENTARY COMMENTS

The Discretionary Contracts Disclosure Forms for the 15 Toyota supplier companies are attached (Exhibit C).



Ramiro A. Cavazos, Director
Economic Development Department

Jelynn LeBlanc Burley
Assistant City Manager

J. Rolando Bono
Interim City Manager

Attachments

Exhibit A

Agreement for Distribution of an Economic Development Incentive Fund Grant

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. _____ passed and approved on June 16, 2005 and «Supplier_Name» (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 «Training_Dollars» and No/100 Dollars (\$«Training_Dollars_2») 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. _____, 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 _____ 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 «Total_Employees» («Total_Employees_2») to be hired on or before January 1, 2008.
- C. The total amount of funding granted toward the Project is «Training_Dollars» and No/100 Dollars (\$«Training_Dollars_2»), 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 «Training_Dollars» and No/100 Dollars (\$«Training_Dollars_2»).
- 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 «Training_Dollars» and No/100 Dollars (\$«Training_Dollars_2») 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 _____, 2005:

Accepted and executed in three duplicate originals on behalf of the City of San Antonio pursuant to Ordinance Number _____, dated June 16, 2005, and «Supplier_Name».

«Supplier_Name»,
a Corporation

CITY OF SAN ANTONIO,
a Texas Municipal Corporation

By: _____
Name: _____
Title: _____

J. Rolando Bono
INTERIM CITY MANAGER

ATTEST:

ATTEST:

Name: _____
Title: _____

Leticia Vacek
CITY CLERK

APPROVED AS TO FORM:

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. _____ 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**

Total Approved
Training Grant

\$ _____

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 Prior Reimbursement(s)

\$ _____

Current Reimbursement
Request

\$ _____

Approved Training
Grant Balance

\$ _____

COSA INTERNAL USE

Approved _____

Date _____

Cost Center: 160401001
G/L #: 5202025

EXHIBIT A

EMPLOYEE CERTIFICATION REPORT

EMPLOYEE CERTIFICATION REPORT

In accordance with the City of San Antonio Economic Development Incentive Fund Grant Agreement, Ordinance No. _____ 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**

Total Approved
Training Grant

\$ _____

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 Prior Reimbursement(s)

\$ _____

Current Reimbursement
Request

\$ _____

Approved Training
Grant Balance

\$ _____

COSA INTERNAL USE

Approved

Date

Cost Center: 160401001
G/L #: 5202025

Exhibit B

Toyota Tier One Suppliers EDIF Grant Allocation

Toyota Tier I Suppliers EDIF Grant Allocation

Total Allocation per Employee: \$520.00

Company	Service Description	Total Employees	Total Training Dollars
ARK, Inc.	Industrial Waste Management, Recycling.	13	\$6,760
Avanzar Interior Technologies, Ltd.	Motor Vehicle Seating and Interior Trim Manufacturing	522	\$271,440
Curtis-Maruyasu America, Inc.	Brake and Fuel Line System Assembly.	14	\$7,280
Futaba Industrial Texas Corp.	Metal stamping and welding of automotive structural components.	170	\$88,400
Green Metals, Inc.	Scrap metal recycling.	8	\$4,160
HERO Assemblers, LP	Tire and Wheel Assembly.	46	\$23,920
HERO Logistics, LP	Receive, sort and store vehicle components.	110	\$57,200
Metalsa Light Truck, Inc.	Logistics and Distribution of Chassis Frames	16	\$8,320
Millennium Steel of Texas, LP	Manufacture steel blanks from steel coils.	46	\$23,920
Reyes Automotive Group, LLC	Manufacture Interior and Exterior Trim Products	69	\$35,880
Reyes-Amtex Automotive, LLC	Manufacture Automotive Carpets.	30	\$15,600
Takumi Stamping Texas, Inc.	Metal stamping.	140	\$72,800
Tenneco Automotive Services Texas, Inc.	Manufacture exhaust systems.	30	\$15,600
Toyotetsu Texas, Inc.	Metal stamping, welding for automotive structural components.	160	\$83,200
Vutex, Inc.	Pre-production service provider for instrument panel subassembly, windshield and door glass.	525	\$273,000
		1,899	\$987,480

Exhibit C

Discretionary Contract Disclosure Forms

City of San Antonio

Discretionary Contracts Disclosure*

For use of this form, see City of San Antonio Ethics Code, Part D, Sections 1&2
Attach additional sheets if space provided is not sufficient.
State "Not Applicable" for questions that do not apply.

* This form is required to be supplemented in the event there is any change in the information under (1), (2), or (3) below, before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed.

Disclosure of Parties, Owners, and Closely Related Persons

For the purpose of assisting the City in the enforcement of provisions contained in the City Charter and the Code of Ethics, an individual or business entity seeking a discretionary contract from the City is required to disclose in connection with a proposal for a discretionary contract:

(1) the identity of any **individual** who would be a party to the discretionary contract:

NONE

(2) the identity of any **business entity**¹ that would be a party to the discretionary contract:

ARK, INC.

and the name of:

(A) any individual or business entity that would be a **subcontractor** on the discretionary contract;

NONE

and the name of:

(B) any individual or business entity that is known to be a **partner**, or a **parent** or **subsidiary** business entity, of any individual or business entity who would be a party to the discretionary contract;

PARENT OF ARK, INC – TOYOTA TSUSHO AMERICA, INC.

¹ A *business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law.

- (3) the identity of any *lobbyist* or *public relations firm* employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract.

NONE

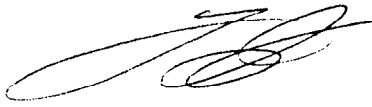
Political Contributions

Any individual or business entity seeking a discretionary contract from the city must disclose in connection with a proposal for a discretionary contract all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly to any *current* or *former member* of City Council, any *candidate* for City Council, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under (1), (2) or (3) above. Indirect contributions by an individual include, but are not limited to, contributions made by the individual's spouse, whether statutory or common-law. Indirect contributions by an entity include, but are not limited to, contributions made through the officers, owners, attorneys, or registered lobbyists of the entity.

To Whom Made:	NONE	Amount:	Date of Contribution:

Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question² as to whether any city official or employee would violate Section 1 of Part B, Improper Economic Benefit, by participating in official action relating to the discretionary contract.

NONE		
Signature: 	Title: Vice President Toyota Tsusho America Company: ARK, INC.	Date: 12/04/2004

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

City of San Antonio
Discretionary Contracts Disclosure*

*For use of this form, see City of San Antonio Ethics Code, Part D, Sections 1&2
Attach additional sheets if space provided is not sufficient.
State "Not Applicable" for questions that do not apply.*

RECEIVED
APR 28 2005

** This form is required to be supplemented in the event there is any change in the information under (1), (2), or (3) below, before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed.*

Disclosure of Parties, Owners, and Closely Related Persons

For the purpose of assisting the city in the enforcement of provisions contained in the City Charter and the code of ethics, an individual or business entity seeking a discretionary contract from the city is required to disclose in connection with a proposal for a discretionary contract:

- (1) the identity of any individual who would be a party to the discretionary contract;

NA

- (2) the identity of any business entity¹ that would be a party to the discretionary contract:
AVANZAR INTERIOR TECHNOLOGIES
and the name of:

- (A) any individual or business entity that would be a *subcontractor* on the discretionary contract;

NA

- (B) any individual or business entity that is known to be a *partner*, or a *parent* or *subsidiary* business entity, of any individual or business entity who would be a party to the discretionary contract;

SAT AUTO TECHNOLOGIES
JOHNSON CONTROLS INC.

- (3) the identity of any *lobbyist* or *public relations firm* employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract.

NONE

¹ A *business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law.


Political Contributions

Any individual or business entity seeking a discretionary contract from the city must disclose in connection with a proposal for a discretionary contract all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly to any *current* or *former member* of City Council, any *candidate* for City Council, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under (1), (2) or (3) above. Indirect contributions by an individual include, but are not limited to, contributions made by the individual's spouse, whether statutory or common-law. Indirect contributions by an entity include, but are not limited to, contributions made through the officers, owners, attorneys, or registered lobbyists of the entity.

To Whom Made:	Amount:	Date of Contribution:
JULIAN CASTRO (BERTO GUERRA)	\$1000	10-04
JULIAN CASTRO (CARLOS MARTENS)	125	1-05

Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question² as to whether any city official or employee would violate Section 1 of Part B, Improper Economic Benefit, by participating in official action relating to the discretionary contract.

NONE KNOWN		
Signature: 	Title: CHAIRMAN / CEO Company: AVANZAR INTERIOR	Date: 4-14-05

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

City of San Antonio
Discretionary Contracts Disclosure

For use of this form, see Section 2-59 through 2-61 of the City Code (Ethics Code)

Attach additional sheets if space provided is not sufficient.

State "Not Applicable" for questions that do not apply.

Disclosure of Parties, Owners, and Closely Related Persons

For the purpose of assisting the City in the enforcement of provisions contained in the City Charter and the Code of Ethics, an individual or business entity seeking a discretionary contract from the City is required to disclose in connection with a proposal for a discretionary contract:

(1) the identity of any **individual** who would be a party to the discretionary contract:

--

and /or

(2) the identity of any **business entity**¹ that would be a party to the discretionary contract:

Curtis-Maruyasu America, Inc.

and the name of:

(A) any individual or business entity that would be a **subcontractor** on the discretionary contract;

NONE

and the name of:

(B) any individual or business entity that is known to be a **partner**, or a **parent** or **subsidiary** business entity, of any individual or business entity who would be a party to the discretionary contract;

NONE

¹ A *business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law.

(3) the identity of any *lobbyist* or *public relations firm* employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract.

NONE

Political Contributions

Any individual or business entity seeking a discretionary contract from the city must disclose in connection with a proposal for a discretionary contract all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly to any *current* or *former member* of City Council, any *candidate* for City Council, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under (1), (2) or (3) above. Indirect contributions by an individual include, but are not limited to, contributions made by the individual's spouse, whether statutory or common-law. Indirect contributions by an individual or an entity include, but are not limited to, contributions made by the officers, owners, attorneys, or registered lobbyists of the individual or the entity.

By Whom Made:	To Whom Made:	Amount:	Date of Contribution:
NONE			

Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question² as to whether any city official or employee would violate Section 2-43 of the City Code (Ethics Code), by participating in official action relating to the discretionary contract.

NONE

This form is required to be supplemented in the event there is any change in the information under (1), (2), or (3) below, before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed, whichever occurs first.

Signature: Deanna [Signature] Title: Asst. General Mgr Date: 4-12-05

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

City of San Antonio

Discretionary Contracts Disclosure

For use of this form, see Section 2-59 through 2-61 of the City Code (Ethics Code)

Attach additional sheets if space provided is not sufficient.

State "Not Applicable" for questions that do not apply.

Disclosure of Parties, Owners, and Closely Related Persons

For the purpose of assisting the City in the enforcement of provisions contained in the City Charter and the Code of Ethics, an individual or business entity seeking a discretionary contract from the City is required to disclose in connection with a proposal for a discretionary contract:

(1) the identity of any **individual** who would be a party to the discretionary contract:

Akira Fukushima, signing on behalf of Futaba Industrial Texas Corp., a wholly owned subsidiary of FIC America Corp.

and /or

(2) the identity of any **business entity** that would be a party to the discretionary contract:

Futaba Industrial Texas Corp., a wholly owned subsidiary of FIC America Corp.

and the name of:

(A) any individual or business entity that would be a **subcontractor** on the discretionary contract;

N/A

and the name of:

(B) any individual or business entity that is known to be a **partner**, or a **parent** or **subsidiary** business entity of any individual or business entity who would be a party to the discretionary contract;

FIC America Corp., parent of Futaba Industrial Texas Corp.

¹ A *business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law.

(3) the identity of any lobbyist or public relations firm employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract.

None

Political Contributions

Any individual or business entity seeking a discretionary contract from the city must disclose in connection with a proposal for a discretionary contract all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly to any current or former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under (1), (2) or (3) above. Indirect contributions by an individual include, but are not limited to, contributions made by the individual's spouse, whether statutory or common-law. Indirect contributions by an individual or an entity include, but are not limited to, contributions made by the officers, owners, attorneys, or registered lobbyists of the individual or the entity.


By Whom Made:	To Whom Made:	Amount:	Date of Contribution:
None	None known	None	None

Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which reasonably understood raise a question² as to whether any city official or employee would violate Section 2-43 of the City Code (Ethics Code) by participating in official action relating to the discretionary contract.

NONE

This form is required to be supplemented in the event there is any change in the information under (1), (2), or (3) below, before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed, whichever occurs first.

Signature: 	Title: President Company: Futaba Industrial Texas Corp.	Date: 4/4/05
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² For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.

City of San Antonio
Discretionary Contracts Disclosure*

*For use of this form, see City of San Antonio Ethics Code, Part D, Sections 1&2
Attach additional sheets if space provided is not sufficient.
State "Not Applicable" for questions that do not apply.*

** This form is required to be supplemented in the event there is any change in the information under (1), (2), or (3) below, before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed.*

Disclosure of Parties, Owners, and Closely Related Persons

For the purpose of assisting the City in the enforcement of provisions contained in the City Charter and the Code of Ethics, an individual or business entity seeking a discretionary contract from the City is required to disclose in connection with a proposal for a discretionary contract:

(1) the identity of any **individual** who would be a party to the discretionary contract:

NONE

(2) the identity of any **business entity**¹ that would be a party to the discretionary contract:

GREEN METALS, INC.

and the name of:

(A) any individual or business entity that would be a **subcontractor** on the discretionary contract;

NONE

and the name of:

(B) any individual or business entity that is known to be a **partner**, or a **parent** or **subsidiary** business entity, of any individual or business entity who would be a party to the discretionary contract;

PARENT OF GREEN METALS, INC – TOYOTA TSUSHO AMERICA, INC.

¹ A *business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law.

- (3) the identity of any *lobbyist* or *public relations firm* employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract.

NONE


Political Contributions

Any individual or business entity seeking a discretionary contract from the city must disclose in connection with a proposal for a discretionary contract all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly to any *current* or *former member* of City Council, any *candidate* for City Council, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under (1), (2) or (3) above. Indirect contributions by an individual include, but are not limited to, contributions made by the individual's spouse, whether statutory or common-law. Indirect contributions by an entity include, but are not limited to, contributions made through the officers, owners, attorneys, or registered lobbyists of the entity.

To Whom Made:	NONE	Amount:	Date of Contribution:

Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question² as to whether any city official or employee would violate Section 1 of Part B, Improper Economic Benefit, by participating in official action relating to the discretionary contract.

NONE		
Signature: 	Title: TREASURER Company: GREEN METALS, INC.	Date: 4/8/05

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

City of San Antonio
Discretionary Contracts Disclosure

For use of this form, see Section 2-59 through 2-61 of the City Code (Ethics Code)

Attach additional sheets if space provided is not sufficient.

State "Not Applicable" for questions that do not apply.

Disclosure of Parties, Owners, and Closely Related Persons

For the purpose of assisting the City in the enforcement of provisions contained in the City Charter and the Code of Ethics, an individual or business entity seeking a discretionary contract from the City is required to disclose in connection with a proposal for a discretionary contract:

(1) the identity of any **individual** who would be a party to the discretionary contract:

None

and /or

(2) the identity of any **business entity**¹ that would be a party to the discretionary contract:

Hero Assemblers, LP

and the name of:

(A) any individual or business entity that would be a **subcontractor** on the discretionary contract;

None

and the name of:

(B) any individual or business entity that is known to be a **partner**, or a **parent** or **subsidiary** business entity, of any individual or business entity who would be a party to the discretionary contract;

Valiente International Ventures, a Texas Joint Venture owned by Frank Herrera, Jr. and Raymond G. Romero;
Toyota Tsusho America, Inc.;
Jesse Wingard, an individual.

¹ A *business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law.

(3) the identity of any lobbyist or public relations firm employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract.

None

Political Contributions

Any individual or business entity seeking a discretionary contract from the city must disclose in connection with a proposal for a discretionary contract all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly to any *current* or *former member* of City Council, any *candidate* for City Council, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under (1), (2) or (3) above. Indirect contributions by an individual include, but are not limited to, contributions made by the individual's spouse, whether statutory or common-law. Indirect contributions by an individual or an entity include, but are not limited to, contributions made by the officers, owners, attorneys, or registered lobbyists of the individual or the entity.

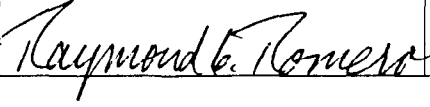
By Whom Made:	To Whom Made:	Amount:	Date of Contribution:
None			

Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question² as to whether any city official or employee would violate Section 2-43 of the City Code (Ethics Code), by participating in official action relating to the discretionary contract.

None

This form is required to be supplemented in the event there is any change in the information under (1), (2), or (3) below, before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed, whichever occurs first.

Signature: 	Title: President Company: Hero Assemblers	Date: April 13, 2005
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² For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.

City of San Antonio

Discretionary Contracts Disclosure

For use of this form, see Section 2-59 through 2-61 of the City Code (Ethics Code)
Attach additional sheets if space provided is not sufficient.
State "Not Applicable" for questions that do not apply.

Disclosure of Parties, Owners, and Closely Related Persons

For the purpose of assisting the City in the enforcement of provisions contained in the City Charter and the Code of Ethics, an individual or business entity seeking a discretionary contract from the City is required to disclose in connection with a proposal for a discretionary contract:

(1) the identity of any **individual** who would be a party to the discretionary contract:

None

and /or

(2) the identity of any **business entity**¹ that would be a party to the discretionary contract:

Hero Logistics, LP

and the name of:

(A) any individual or business entity that would be a **subcontractor** on the discretionary contract;

None

and the name of:

(B) any individual or business entity that is known to be a **partner**, or a **parent** or **subsidiary** business entity, of any individual or business entity who would be a party to the discretionary contract;

Valiente International Ventures, a Texas Joint Venture owned by Frank Herrera, Jr. and Raymond G. Romero;
Toyota Tsusho America, Inc.;

¹ A *business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law.

(3) the identity of any *lobbyist* or *public relations firm* employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract.

None

Political Contributions

Any individual or business entity seeking a discretionary contract from the city must disclose in connection with a proposal for a discretionary contract all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly to any *current* or *former member* of City Council, any *candidate* for City Council, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under (1), (2) or (3) above. Indirect contributions by an individual include, but are not limited to, contributions made by the individual's spouse, whether statutory or common-law. Indirect contributions by an individual or an entity include, but are not limited to, contributions made by the officers, owners, attorneys, or registered lobbyists of the individual or the entity.

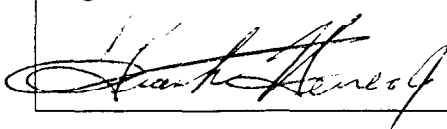
By Whom Made:	To Whom Made:	Amount:	Date of Contribution:
None			

Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question² as to whether any city official or employee would violate Section 2-43 of the City Code (Ethics Code), by participating in official action relating to the discretionary contract.

None

This form is required to be supplemented in the event there is any change in the information under (1), (2), or (3) below, before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed, whichever occurs first.

Signature: 	Title: President Company: Hero Logistics, LP	Date: April 27, 2005
---	---	----------------------

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

City of San Antonio Discretionary Contracts Disclosure

For use of this form, see Section 2-59 through 2-61 of the City Code (Ethics Code)

Attach additional sheets if space provided is not sufficient.

State "Not Applicable" for questions that do not apply.

Disclosure of Parties, Owners, and Closely Related Persons

For the purpose of assisting the City in the enforcement of provisions contained in the City Charter and the Code of Ethics, an individual or business entity seeking a discretionary contract from the City is required to disclose in connection with a proposal for a discretionary contract:

(1) the identity of any **individual** who would be a party to the discretionary contract:

NONE

and /or

(2) the identity of any **business entity**¹ that would be a party to the discretionary contract:

Metalsa Light Truck, Inc.

and the name of:

(A) any individual or business entity that would be a **subcontractor** on the discretionary contract:

NONE

and the name of:

(B) any individual or business entity that is known to be a **partner**, or a **parent** or **subsidiary** business entity, or any individual or business entity who would be a party to the discretionary contract:

Metalsa, S. de R.L.

¹ A *business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law.

(3) the identity of any *lobbyist* or *public relations firm* employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract.

NONE

Political Contributions

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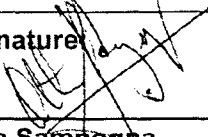
By Whom Made:	To Whom Made:	Amount:	Date of Contribution:
NONE	NONE	NONE	NONE

Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question² as to whether any city official or employee would violate Section 2-43 of the City Code (Ethics Code), by participating in official action relating to the discretionary contract.

NONE

This form is required to be supplemented in the event there is any change in the information under (1), (2), or (3) below, before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed, whichever occurs first.

Signature: 	Title: Vice President	Date: 5/31/05
Otto Sampogna	Company: Metalsa Light Truck, Inc	

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

City of San Antonio
Discretionary Contracts Disclosure

*For use of this form, see Section 2-59 through 2-61 of the City Code (Ethics Code)
Attach additional sheets if space provided is not sufficient.
State "Not Applicable" for questions that do not apply.*

Disclosure of Parties, Owners, and Closely Related Persons

For the purpose of assisting the City in the enforcement of provisions contained in the City Charter and the Code of Ethics, an individual or business entity seeking a discretionary contract from the City is required to disclose in connection with a proposal for a discretionary contract:

(1) the identity of any **individual** who would be a party to the discretionary contract:

None

and /or

(2) the identity of any **business entity**¹ that would be a party to the discretionary contract:

MSSTX, LP (*planned*)

and the name of:

(A) any individual or business entity that would be a **subcontractor** on the discretionary contract;

None

and the name of:

(B) any individual or business entity that is known to be a **partner**, or a **parent** or **subsidiary** business entity, of any individual or business entity who would be a party to the discretionary contract;

MSSTX, LLC (*planned*) (Andrea Jackson, Henry Jackson, Toyota Tsusho America, Inc)
Andrea Jackson
Henry Jackson
Toyota Tsusho America, Inc

¹ A *business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law.

(3) the identity of any *lobbyist* or *public relations firm* employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract.

None

Political Contributions

Any individual or business entity seeking a discretionary contract from the city must disclose in connection with a proposal for a discretionary contract all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly to any *current* or *former member* of City Council, any *candidate* for City Council, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under (1), (2) or (3) above. Indirect contributions by an individual include, but are not limited to, contributions made by the individual's spouse, whether statutory or common-law. Indirect contributions by an individual or an entity include, but are not limited to, contributions made by the officers, owners, attorneys, or registered lobbyists of the individual or the entity.

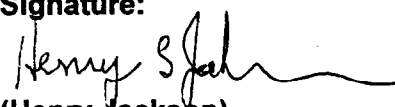
By Whom Made:	To Whom Made:	Amount:	Date of Contribution:
No	No	No	No

Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question² as to whether any city official or employee would violate Section 2-43 of the City Code (Ethics Code), by participating in official action relating to the discretionary contract.

None

This form is required to be supplemented in the event there is any change in the information under (1), (2), or (3) below, before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed, whichever occurs first.

Signature:  (Henry Jackson)	Title: President Company: Millennium Steel Service, LLC	Date:
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² For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.

City of San Antonio Discretionary Contracts Disclosure

For use of this form, see Section 2-59 through 2-61 of the City Code (Ethics Code)
Attach additional sheets if space provided is not sufficient.
State "Not Applicable" for questions that do not apply.

Disclosure of Parties, Owners, and Closely Related Persons

For the purpose of assisting the City in the enforcement of provisions contained in the City Charter and the Code of Ethics, an individual or business entity seeking a discretionary contract from the City is required to disclose in connection with a proposal for a discretionary contract

(1) the identity of any individual who would be a party to the discretionary contract

Fernando Reyes, Manager - Reyes Automotive Group, LLC

and /or

(2) the identity of any business entity¹ that would be a party to the discretionary contract

Reyes Automotive Group, LLC

and the name of:

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

N/A

and the name of:

(B) any individual or business entity that is known to be a *partner*, or a *parent* or *subsidiary* business entity, of any individual or business entity who would be a party to the discretionary contract

Fernando Reyes
Lear Operations Corporation

(3) the identity of any lobbyist or public relations firm employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract

None

¹ A business entity means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law.

Political Contributions

Any individual or business entity seeking a discretionary contract from the city must disclose in connection with a proposal for a discretionary contract all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly to any current or former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under (1), (2) or (3) above. Indirect contributions by an individual include, but are not limited to, contributions made by the individual's spouse, whether statutory or common-law. Indirect contributions by an individual or an entity include, but are not limited to, contributions made by the officers, owners, attorneys, or registered lobbyists of the individual or the entity.

By Whom Made:	To Whom Made:	Amount:	Date of Contribution:
Fernando Reyes	Julian Castro	\$1000	In past 2 Yrs.
Fernando Reyes	Ron Sagovia	\$500	SAB
Fernando Reyes	Kevin Wolf	\$500	SAB
Fernando Reyes	Carrol Subert	\$1000	SAB
Fernando Reyes	Phil Hardberger	\$1000	SAB

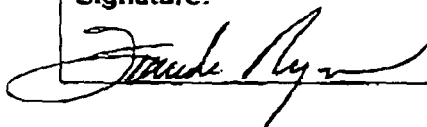
Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question² as to whether any city official or employee would violate Section 2-43 of the City Code (Ethics Code), by participating in official action relating to the discretionary contract.

None Known

This form is required to be supplemented in the event there is any change in the information under (1), (2), or (3) below, before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed, whichever occurs first.

Signature:



Title: Manager

Company: Reyes Automotive Group, LLC

Date:

June 8, 2005

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

City of San Antonio Discretionary Contracts Disclosure

For use of this form, see Section 2-59 through 2-61 of the City Code (Ethics Code)
Attach additional sheets if space provided is not sufficient.
State "Not Applicable" for questions that do not apply.

Disclosure of Parties, Owners, and Closely Related Persons

For the purpose of assisting the City in the enforcement of provisions contained in the City Charter and the Code of Ethics, an individual or business entity seeking a discretionary contract from the City is required to disclose in connection with a proposal for a discretionary contract:

(1) the identity of any individual who would be a party to the discretionary contract:

Fernando Reyes, Manager - Reyes-Amtex Automotive, LLC

and /or

(2) the identity of any business entity that would be a party to the discretionary contract:

Reyes-Amtex Automotive, LLC

and the name of:

(A) any individual or business entity that would be a subcontractor on the discretionary contract:

N/A

and the name of:

(B) any individual or business entity that is known to be a partner, or a parent or subsidiary business entity, of any individual or business entity who would be a party to the discretionary contract:

Fernando Reyes
Amtex, Inc. (Lear Corporation & Hayashi Telemu)

(3) the identity of any lobbyist or public relations firm employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract:

¹ A business entity means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law.

None

Political Contributions

Any individual or business entity seeking a discretionary contract from the city must disclose in connection with a proposal for a discretionary contract all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly to any current or former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under (1), (2) or (3) above. Indirect contributions by an individual include, but are not limited to, contributions made by the individual's spouse, whether statutory or common-law. Indirect contributions by an individual or an entity include, but are not limited to, contributions made by the officers, owners, attorneys, or registered lobbyists of the individual or the entity.

By Whom Made:	To Whom Made:	Amount:	Date of Contribution:
Fernando Reyes	Julian Castro	\$1000	In past 2 Yrs.
Fernando Reyes	Ron Segovia	\$500	SAB
Fernando Reyes	Kevin Wolf	\$500	SAB
Fernando Reyes	Carrol Subert	\$1000	SAB
Fernando Reyes	Phil Hardberger	\$1000	SAB

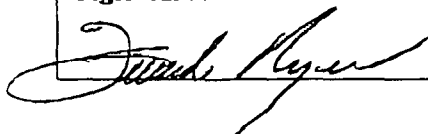
Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question² as to whether any city official or employee would violate Section 2-43 of the City Code (Ethics Code), by participating in official action relating to the discretionary contract.

None Known

This form is required to be supplemented in the event there is any change in the information under (1), (2), or (3) below, before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed, whichever occurs first.

Signature:



Title: Manager

Company: Reyes-Amtex Automotive, LLC

Date:

June 8, 2005

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

City of San Antonio

Discretionary Contracts Disclosure*

For use of this form, see City of San Antonio Ethics Code, Part D, Sections 1&2

Attach additional sheets if space provided is not sufficient.

State "Not Applicable" for questions that do not apply.

* This form is required to be supplemented in the event there is any change in the information under (1), (2), or (3) below, before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed.

Disclosure of Parties, Owners, and Closely Related Persons

For the purpose of assisting the City in the enforcement of provisions contained in the City Charter and the Code of Ethics, an individual or business entity seeking a discretionary contract from the City is required to disclose in connection with a proposal for a discretionary contract:

(1) the identity of any **individual** who would be a party to the discretionary contract:

NONE

(2) the identity of any **business entity**¹ that would be a party to the discretionary contract:

TAKUMI STAMPING TEXAS, INC.

and the name of:

(A) any individual or business entity that would be a **subcontractor** on the discretionary contract;

NONE

and the name of:

(B) any individual or business entity that is known to be a **partner**, or a **parent** or **subsidiary** business entity, of any individual or business entity who would be a party to the discretionary contract;

TAKAGI MFG. CO. LTD., PACIFIC INDUSTRIES CO. LTD.

¹ A business entity means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law.

(3) the identity of any *lobbyist* or *public relations firm* employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract.

NONE

Political Contributions


Any individual or business entity seeking a discretionary contract from the city must disclose in connection with a proposal for a discretionary contract all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly to any *current* or *former member* of City Council, any *candidate* for City Council, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under (1), (2) or (3) above. Indirect contributions by an individual include, but are not limited to, contributions made by the individual's spouse, whether statutory or common-law. Indirect contributions by an entity include, but are not limited to, contributions made through the officers, owners, attorneys, or registered lobbyists of the entity.

To Whom Made:	Amount:	Date of Contribution:
NONE		

Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question² as to whether any city official or employee would violate Section 1 of Part B, Improper Economic Benefit, by participating in official action relating to the discretionary contract.

NONE

NONE		
Signature: 	Title: PRESIDENT Company: TAKUMI STAMPING TEXAS, INC.	Date: 4/19/05

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

City of San Antonio

Discretionary Contracts Disclosure*

For use of this form, see City of San Antonio Ethics Code, Part D, Sections 1&2
Attach additional sheets if space provided is not sufficient.
State "Not Applicable" for questions that do not apply.

* This form is required to be supplemented in the event there is any change in the information under (1), (2), or (3) below, before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed.

Disclosure of Parties, Owners, and Closely Related Persons

For the purpose of assisting the City in the enforcement of provisions contained in the City Charter and the Code of Ethics, an individual or business entity seeking a discretionary contract from the City is required to disclose in connection with a proposal for a discretionary contract:

(1) the identity of any **individual** who would be a party to the discretionary contract:

None

(2) the identity of any **business entity**¹ that would be a party to the discretionary contract:

Tenneco Automotive , Inc.

and the name of:

(A) any individual or business entity that would be a **subcontractor** on the discretionary contract;

None

and the name of:

(B) any individual or business entity that is known to be a **partner**, or a **parent** or **subsidiary** business entity, of any individual or business entity who would be a party to the discretionary contract;

None

¹ A *business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law.

- (3) the identity of any *lobbyist* or *public relations firm* employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract.

None

Political Contributions

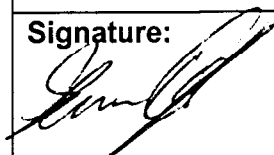
Any individual or business entity seeking a discretionary contract from the city must disclose in connection with a proposal for a discretionary contract all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly to any *current* or *former member* of City Council, any *candidate* for City Council, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under (1), (2) or (3) above. Indirect contributions by an individual include, but are not limited to, contributions made by the individual's spouse, whether statutory or common-law. Indirect contributions by an entity include, but are not limited to, contributions made through the officers, owners, attorneys, or registered lobbyists of the entity.

To Whom Made:	Amount:	Date of Contribution:
None		

Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question² as to whether any city official or employee would violate Section 1 of Part B, Improper Economic Benefit, by participating in official action relating to the discretionary contract.

None

Signature: 	Title: Program Manager- Toyota Tundra Company: Tenneco Automotive	Date: April 15, 2005
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² For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.

City of San Antonio
Discretionary Contracts Disclosure

*For use of this form, see Section 2-59 through 2-61 of the City Code (Ethics Code)
Attach additional sheets if space provided is not sufficient.
State "Not Applicable" for questions that do not apply.*

Disclosure of Parties, Owners, and Closely Related Persons

For the purpose of assisting the City in the enforcement of provisions contained in the City Charter and the Code of Ethics, an individual or business entity seeking a discretionary contract from the City is required to disclose in connection with a proposal for a discretionary contract:

(1) the identity of any **individual** who would be a party to the discretionary contract:

Yukio Ito, President, Toyotetsu, Texas, Inc.

and /or

(2) the identity of any **business entity**¹ that would be a party to the discretionary contract:

Toyotetsu Texas Inc

and the name of:

(A) any individual or business entity that would be a **subcontractor** on the discretionary contract;

N/A

and the name of:

(B) any individual or business entity that is known to be a **partner**, or a **parent** or **subsidiary** business entity, of any individual or business entity who would be a party to the discretionary contract;

Toyoda Iron Works Ltd.
Toyotetsu America Inc.

¹ A *business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law.

(3) the identity of any *lobbyist* or *public relations firm* employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract.

None

Political Contributions

Any individual or business entity seeking a discretionary contract from the city must disclose in connection with a proposal for a discretionary contract all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly to any *current* or *former member* of City Council, any *candidate* for City Council, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under (1), (2) or (3) above. Indirect contributions by an individual include, but are not limited to, contributions made by the individual's spouse, whether statutory or common-law. Indirect contributions by an individual or an entity include, but are not limited to, contributions made by the officers, owners, attorneys, or registered lobbyists of the individual or the entity.

By Whom Made:	To Whom Made:	Amount:	Date of Contribution:
None	None	None	None

Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question² as to whether any city official or employee would violate Section 2-43 of the City Code (Ethics Code), by participating in official action relating to the discretionary contract.

None Known

This form is required to be supplemented in the event there is any change in the information under (1), (2), or (3) below, before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed, whichever occurs first.

Signature:



Title: President

Company: Toyotetsu Texas Inc.

Date:

March 17, 2005

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

City of San Antonio

Discretionary Contracts Disclosure

For use of this form, see Section 2-59 through 2-61 of the City Code (Ethics Code)
Attach additional sheets if space provided is not sufficient.
State "Not Applicable" for questions that do not apply.

Disclosure of Parties, Owners, and Closely Related Persons

For the purpose of assisting the City in the enforcement of provisions contained in the City Charter and the Code of Ethics, an individual or business entity seeking a discretionary contract from the City is required to disclose in connection with a proposal for a discretionary contract:

(1) the identity of any **individual** who would be a party to the discretionary contract:

--

and /or

(2) the identity of any **business entity**¹ that would be a party to the discretionary contract:

Vutex Inc.

--

and the name of:

(A) any individual or business entity that would be a **subcontractor** on the discretionary contract;

--

and the name of:

(B) any individual or business entity that is known to be a **partner**, or a **parent** or **subsidiary** business entity, of any individual or business entity who would be a party to the discretionary contract;

--

¹ A business entity means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law.

(3) the identity of any *lobbyist* or *public relations firm* employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract.

None

Political Contributions

Any individual or business entity seeking a discretionary contract from the city must disclose in connection with a proposal for a discretionary contract all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly to any *current* or *former member* of City Council, any *candidate* for City Council, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under (1), (2) or (3) above. Indirect contributions by an individual include, but are not limited to, contributions made by the individual's spouse, whether statutory or common-law. Indirect contributions by an individual or an entity include, but are not limited to, contributions made by the officers, owners, attorneys, or registered lobbyists of the individual or the entity.


By Whom Made:	To Whom Made:	Amount:	Date of Contribution:
None			

Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question² as to whether any city official or employee would violate Section 2-43 of the City Code (Ethics Code), by participating in official action relating to the discretionary contract.

None

This form is required to be supplemented in the event there is any change in the information under (1), (2), or (3) below, before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed, whichever occurs first.

Signature: 	Title: Chairman & CEO Company: Vutex Inc.	Date: 3-29-05
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² For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.