

**CITY OF EL PASO, TEXAS
AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM**

DEPARTMENT: Economic & International Development Department
AGENDA DATE: CCA Regular, February 4, 2020
CONTACT PERSON/PHONE: Jessica Herrera, Director, (915) 212-1624
DISTRICT(S) AFFECTED: District 8

SUBJECT:

That the City Manager be authorized to sign a Chapter 380 Economic Development Program Agreement ("Agreement") by and between CITY OF EL PASO ("City") and VILLEGAS VENTURES, LLC. ("Applicant") in support of an infill development project located at 2227 Texas Avenue, El Paso, Texas, 79901. The project includes the rehabilitation of an existing facility to provide for office space and the construction of a warehouse. The Agreement requires the Applicant to make a minimum investment of \$300,000.00. Over the term of the Agreement, the City shall provide economic incentives not to exceed \$22,159.00 in the form of an Incremental Property Tax Rebate; a Building Construction Fee Rebate; and a Construction Materials Sales Tax Rebate. (District 8) [Economic & International Development Department, Jessica Herrera, Director, (915) 212-1624]

BACKGROUND/DISCUSSION:

Villegas Ventures, LLC applied and qualified for a 10-year Infill Redevelopment Incentive grant. The applicant is proposing a complete renovation of a blighted building to accommodate a 70 employee company with space for additional employees. In addition to the office space, a warehouse will be built to have on-site storage of large equipment and tools. The project will consist of a minimum of 5,300 total square feet. The building will serve as the headquarters for Longhorn Electrical Services, Inc. The estimated real property improvement costs are \$300,000. Upon satisfying all contract metrics, the Applicant will receive the following incentive:

- **Property Tax Rebate (City's Portion):** The City's portion of ad valorem incremental property taxes. 10-year grant period. Capped at \$10,659
- **Construction Materials Sales Tax Rebate-** A one-time rebate of the City's Portion (1%) of Sales Taxes levied on project-related construction materials. Capped at \$1,500
- **Building and Planning Permit Fee Rebate:** A one-time rebate of project-related Building & Planning permit fees. Capped at \$10,000

The total proposed incentive is not to exceed \$22,159.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

No

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

General fund

BOARD/COMMISSION ACTION:

Enter appropriate comments or N/A.

N/A

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:

for



RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign a Chapter 380 Economic Development Program Agreement (“Agreement”) by and between **CITY OF EL PASO** (“City”) and **VILLEGAS VENTURES, LLC**. (“Applicant”) in support of an infill development project located at 2227 Texas Avenue, El Paso, Texas, 79901. The project includes the rehabilitation of an existing facility to provide for office space and the construction of a warehouse. The Agreement requires the Applicant to make a minimum investment of \$300,000.00. Over the term of the Agreement, the City shall provide economic incentives not to exceed \$22,159.00 in the form of an Incremental Property Tax Rebate; a Building Construction Fee Rebate; and a Construction Materials Sales Tax Rebate.

APPROVED this ____ day of _____, 2020.

THE CITY OF EL PASO

Dee Margo
Mayor

ATTEST:

Laura D. Prine
City Clerk

Approved As To Form:


Roberta Brito
Assistant City Attorney

Approved As to Content:

Jessica Herrera, Director
Economic and International Development

STATE OF TEXAS) CHAPTER 380 ECONOMIC DEVELOPMENT
) PROGRAM AGREEMENT
COUNTY OF EL PASO) (Infill Development)

This Chapter 380 Economic Development Program Agreement (the “Agreement”) is made and entered into by and between the **CITY OF EL PASO, TEXAS**, a Texas home rule municipal corporation, (the “City”), and **VILLEGAS VENTURES, LLC** (the “Applicant”) for the purposes and considerations stated below.

WHEREAS, the City has the authority under Chapter 380 of the Texas Local Government Code (“Chapter 380”) to make loans or grants of public funds for the purpose of promoting local economic development and stimulating business and commercial activity within the City; and

WHEREAS, on May 30, 2017 the El Paso City Council adopted an Infill Development Incentive Policy (the “Infill Policy”) to promote infill development by providing economic incentives for eligible projects meeting the Infill Policy criteria; and

WHEREAS, the City desires to provide incentives to the Applicant, pursuant to Chapter 380 and the Infill Policy, for the construction or renovation of a development located on the Applicant’s real property, and the Applicant wishes to receive the incentives in exchange for compliance with the obligations set forth herein; and

WHEREAS, the City has concluded and hereby finds that this Agreement clearly promotes economic development in the City and, as such, meets the requisites under Chapter 380.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Applicant agree as follows:

SECTION 1. Definitions.

The following words shall have the following meanings when used in this Agreement:

- A. “Agreement” means this Chapter 380 Economic Development Program Agreement, together with all exhibits and schedules attached hereto.
- B. “Applicant” means **VILLEGAS VENTURES, LLC.**, the owner of the real property located at **2227 TEXAS AVENUE, EL PASO, TEXAS 79901.**
- C. “Base Year Value” means the valuation of the Property by the El Paso Central Appraisal District as of January 1 of the calendar year of the Effective Date of this Agreement. The Base Year Value shall not be interpreted to be equivalent or determinative for appraisal purposes or used in any way to determine market value. For the purposes of this Agreement, the Base Year Value amount is **\$258,800.00.**

- D. "Building Construction Fee Rebate" means the one-time rebate of certain building construction fees and planning fees as identified in Ordinance No. 018581. The Building Construction Fee Rebate shall not exceed **\$10,000.00** and will be rebated upon the Applicant's provision of the Grant Submittal Package to the City demonstrating that the total construction cost for the Project is greater than the Base Year Value.
- E. "City" means the City of El Paso, Texas.
- F. "Construction Materials Sales Tax Rebate" means a one-time 100% rebate of the City's 1% Sales and Use Tax from receipts generated by and attributable solely to materials and labor of taxable items used in the construction or redevelopment of the Project. The Construction Materials Sales Tax Rebate shall not exceed **\$1,500.00** for qualifying expenses.
- G. "Effective Date" means the date on which the El Paso City Council approves this Agreement.
- H. "Grant" means each payment to Applicant under the terms of this Agreement computed as the sum of the Construction Materials Sales Tax Rebate, the Building Construction Fee Rebate, and the Property Tax Rebate. For the purposes of this Agreement, the aggregate Grant payments over the Term of this Agreement shall not exceed **\$22,159.00**.
- I. "Grant Submittal Package" means the documentation required to be supplied to City on a yearly basis as a condition of receipt of any Grant, with such documentation more fully described in EXHIBIT B, which is attached hereto and incorporated herein for all purposes.
- J. "Minimum Appraisal Value" means the valuation of the Property appraised by El Paso Central Appraisal District during and after the construction or renovation of the Project below which Applicant may not protest nor contest during the Term of this Agreement. For the purposes of this Agreement, the Minimum Appraisal Value is **\$408,800.00**.
- K. "Minimum Investment" means those costs incurred, self-performed or contracted to third parties by the Applicant over the course of the renovation or construction project or furnishing of the improvements for the Project. For the purposes of this Agreement, the Minimum Investment to qualify for the Grant is **\$300,000.00**.
- L. "Project" means the construction of the Project more particularly described in EXHIBIT A attached hereto and incorporated herein by reference.
- M. "Property" means the real property owned by the Applicant and located at **2227 TEXAS AVENUE, EL PASO, TEXAS 79901**.
- N. "Property Tax Rebate" means a rebate, according to the property tax rebate schedule found in Exhibit C, of the City's portion of the incremental ad valorem property tax revenue generated by the Property above the Base Year Value. The Property Tax Rebate shall not exceed **\$10,659.00**.

SECTION 2. Term and Grant Period.

Except as otherwise provided herein, the term of this Agreement shall commence on the Effective Date and shall terminate on the first to occur of: (i) the date when the Grant is fully paid; (ii) 13 years from the Effective Date; (iii) the proper termination of this Agreement in accordance with the applicable provisions contained herein; or (iv) termination by mutual consent of the parties in writing (“Term”).

The Applicant’s eligibility for Grant payments shall be limited to 10 consecutive years (the “Grant Period”) within the Term of this Agreement. The first year of the Grant Period shall be the first tax year that begins after the issuance of the certificate of occupancy for the Project. A temporary certificate of occupancy does not qualify as a certificate of occupancy for purposes of this Agreement. The City shall review the Applicant’s eligibility for Grant payments on an annual basis during the Grant Period.

SECTION 3. Obligations of the Applicant.

- A. Applicant agrees to renovate or construct the Project, at its sole cost.
- B. Applicant agrees that the Project complies with and adheres to the requirements and provisions of the Infill Policy.
- C. Applicant shall obtain the building permits for the Project within 12 months from the Effective Date.
- D. Applicant shall make or cause to be made, at its sole cost and expense or the expense of third parties, the Minimum Investment of \$300,000.00 towards the completion of the Project.
- E. Applicant agrees that the Project shall not include the demolition of buildings with a historic overlay that are deemed historic or contributing at the time of the execution of this agreement, unless specifically approved by El Paso City Council.
- F. Within 24 months of the Effective Date, the Applicant shall submit documentation to the City to verify the expenditure of the Minimum Investment associated with the completion of the Project and a certificate of occupancy for the Project.

SECTION 4. Disbursement of the Grant.

- A. During the Term of this Agreement, the Applicant shall be eligible to receive on a yearly basis the Grant payment.
- B. Applicant’s eligibility for any payment is expressly contingent upon Applicant’s satisfaction of the requirements and obligations of this Agreement. Under no circumstance shall the City disburse more than \$22,159.00 over the Grant Period as the total amount of the Grant nor shall the Applicant be entitled to receive the Grant unless it satisfies all the requirements of this Agreement. The Applicant agrees to provide the City with any documentation specifically

mentioned or stated in this Agreement the City may reasonably require or request to substantiate the Applicant's compliance with this Agreement.

C. **Grant Submittal Package.** In order to receive the disbursement of the Grant, the Applicant must submit a Grant Submittal Package, as specified below.

(1) The Applicant shall annually submit one Grant Submittal Package which shall be in the form provided in Exhibit B, together with the requisite documentation. The Applicant shall submit to the City the initial Grant Submittal Package to commence the Grant Period on February 4, 2023, or within 30 business days after February 4, 2023. Thereafter, the Applicant's annual Grant Submittal Package must be submitted on or within 30 business days after February 4 of each year. A failure by the Applicant to timely submit a Grant Submittal Package in accordance with this paragraph is a waiver by the Applicant to receive a Grant payment for that Grant year.

(2) Concurrent with the submittal of a Grant Submittal Package, the Applicant will submit to the City documentation as may be reasonably necessary to verify the expenditure to date of the Minimum Investment, which has not otherwise been verified as part of a prior submittal. The City will provide to the Applicant a written explanation for any Minimum Investment that the City determines cannot be verified. The Applicant may submit additional documentation to the City in order to obtain verification.

(3) The City's determination of the amount of the Grant payment due to the Applicant is final.

D. **Delinquent Taxes.** The Applicant must demonstrate before the receipts of any Grant payments that the Applicant has incurred no delinquency taxes by providing certified city tax certificates for each parcel of property owned in the City of El Paso.

E. **Property Value.** The Applicant covenants and agrees that during the Term of this Agreement it shall not contest or protest or permit anyone else to take actions on its behalf to contest or protest any assessments by the El Paso Central Appraisal District equal to the Minimum Appraisal Value or lower. Any affirmative act by the Applicant to reduce the assessed value to an amount lower than the Minimum Appraisal Value will be an event of default that will result in termination of this Agreement. This property value should in no way be interpreted to affect the values set by the Central Appraisal District for tax purposes. Upon the termination of this Agreement, the Applicant agrees that neither this Agreement, nor the values contained within, will be used to contest appraisal values or in the determination of the market value of the Project.

F. **Right of Access and Inspection.** The Applicant, during normal business hours at its principal place of business in the City, shall allow the City or its agents reasonable access to operating records, accounting books, and any other records related to the economic development considerations and incentives described herein, which are in the Applicant's possession, custody, or control, for purposes of verifying the Minimum Investment. The confidentiality of such records will be maintained in accordance with and subject to all applicable laws.

SECTION 5. Obligations of the City.

During the Term of this Agreement and so long as an event of default has not occurred, the City shall comply with the following:

- A. The City will provide a Construction Materials Sales Tax Rebate in an amount not to exceed **\$1,500.00**, in accordance with the terms and conditions of this Agreement.
- B. The City will provide a Building Construction Fee Rebate not to exceed **\$10,000.00** in accordance with the terms and conditions of this Agreement.
- C. The City will provide a Property Tax Rebate not to exceed **\$10,659.00** in accordance with the terms and conditions of this Agreement. The Property Tax Rebate is only available on properties from which the City receives ad valorem taxes.
- D. The City will process any eligible Grant payment within 90 days after receipt of the Applicant's annual Grant Submittal Package.

SECTION 6. Events of Default.

Each of the following Paragraphs A through D shall constitute an Event of Default:

- A. **Failure to Comply.** Applicant's failure to comply with, or to perform any obligation or condition of this Agreement or in any related documents, or Applicant's failure to comply with or to perform any obligation or condition of any other agreement between the City and Applicant.
- B. **False Statements.** Any representation or statement made or furnished to the City by Applicant pursuant to this Agreement or any document(s) related hereto, that is/are false or misleading in any material respect; or if Applicant obtains actual knowledge that any such representation or statement has become false or misleading after the time that it was made, and Applicant fails to provide written notice to the City of the false or misleading nature of such representation or statement within 10 days after Applicant learns of its false or misleading nature.
- C. **Insolvency.** The dissolution or termination of the Applicant's existence as a going business or concern, the Applicant's insolvency, appointment of receiver for any part of the Applicant's portion of the Property, any assignment of all or substantially all of the assets of the Applicant for the benefit of creditors of the Applicant, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Applicant shall all be deemed events of default. However, in the case of involuntary proceedings, if such proceedings are discharged within 60 calendar days after filing, no event of default shall be deemed to have occurred.
- D. **Property Taxes.** If Applicant allows its personal or real property taxes owed to the City to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure or post a satisfactory bond within 30 days after written notice thereof from the City and/or El Paso Central Appraisal District.

E. **Notice and Opportunity to Cure.** If an Event of Default occurs, the City will provide Applicant with written notice of the default and Applicant shall have 30 days from the receipt of said notice to cure the default (the "Cure Period"). If the default cannot be remedied within the Cure Period but the Applicant has made a diligent effort to effect a cure, the Cure Period may be extended at the City's sole discretion for a reasonable time. The City, in its sole discretion, shall determine what constitutes "a reasonable time" and what constitutes "a diligent effort" for purposes of this provision. If the City agrees to extend the Cure Period past the 30 days, the City shall notify the Applicant, in writing, of the expiration date of the extended cure period.

F. **Failure to Cure.** If an Event of Default occurs and, after receipt of written notice and opportunity to cure as herein provided, the Applicant fails to cure the default in accordance with the provisions herein, then this Agreement may be terminated by the City by written notice to the Applicant at which time the City's obligations hereunder will end and the City may exercise any other right or remedy available at law or in equity.

SECTION 7. Termination of Agreement by City without Event of Default.

The City may terminate this Agreement for its convenience and without an Event of Default by the Applicant, which shall become effective immediately if any state or federal statute, regulation, case law, or other law renders this Agreement ineffectual, impractical or illegal.

SECTION 8. Recapture.

Should the Applicant default under the terms of this Agreement and provided that the cure period for such default has expired, all Grants/Rebates previously provided by the City pursuant to this Agreement shall be recaptured and repaid by Applicant within 60 days from the date of such termination.

SECTION 9. Miscellaneous Provisions.

A. **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

B. **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in El Paso County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of El Paso County, Texas.

C. **Applicant's Sale or Transfer of the Development.** Prior to any sale or other transfer of ownership rights in the Property, the Applicant shall notify the City in writing of such sale or transfer within 30 business days of the effectiveness of such sale or transfer.

- D. **Assignment.** The Applicant understands and agrees that the City expressly prohibits the Applicant from selling, transferring, assigning or conveying in any way any rights to receive the Grant proceeds or this Agreement without the City's prior written consent. Any such attempt to sell, transfer, assign or convey without the City's prior written consent is void and may result in the immediate termination of this Agreement and recapture of the Grant payments made prior to the attempted transfer.
- E. **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The City warrants and represents that the individual executing this Agreement on behalf of the City has full authority to execute this Agreement and bind the City to the same. The Applicant warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind the Applicant to the same.
- F. **Completion of Development.** As consideration for the agreements of the City as contained herein, the Applicant agrees that it will diligently and faithfully in a good and workmanlike manner pursue the completion of the Project and that the construction of same will be in accordance with all applicable federal, state and local laws and regulations. The Property shall be limited in its use to those uses consistent with the Project consistent with the City's development goals, which include the encouraging of development or redevelopment of the infill incentive areas.
- G. **Confidentiality Obligations.** The confidentiality of records related to the City's economic development considerations and incentives provided herein will be maintained in accordance with and subject to all applicable laws, including the Public Information Act, Chapter 552, Texas Government Code. To the extent permitted by state or federal law, the City shall maintain the confidentiality of any proprietary information and shall not copy any such information except as necessary for dissemination to the City's agents or employees and agrees that, as required by the Public Information Act, it will notify the Applicant if a request relating to such proprietary information is received. The Applicant represents that it understands that the Public Information Act excepts disclosure of trade secret and confidential commercial information and that it will need to assert the proprietary interest of the Applicant as a basis for nondisclosure.
- H. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- I. **Employment of Undocumented Workers.** During the term of this Agreement, the Applicant agrees not to knowingly employ any undocumented workers as defined in Texas Government Code Section 2264.001. If convicted of a violation under 8 U.S.C. Section 1324a(f), the Applicant shall repay the amount of the Grant payments received by the Applicant from the City not later than one hundred twenty (120) calendar days after the date the Applicant is notified by the City of a violation of this section, plus interest from the date the Grant payment(s) was paid to the Applicant, at the rate of seven percent (7%) per annum. The interest will accrue from the date the Grant payment(s) were paid to the Applicant until the date the reimbursement payments are repaid to the City. The City may also recover court costs and

reasonable attorney's fees incurred in an action to recover the Grant payment(s) subject to repayment under this section. The Applicant is not liable for a violation by its subsidiary, affiliate, or franchisee, or by a person which whom the Applicant contracts.

- J. **Filing.** This Agreement shall be filed in the deed records of El Paso County, Texas. The provisions of this Agreement shall be deemed to run with the land and shall be binding on heirs, successors and assigns of the Applicant.
- K. **Force Majeure.** It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
- L. **Notices.** All notices required to be given under this Agreement shall be given in writing and shall be effective when actually delivered or when deposited in the United States mail, first class, postage prepaid, delivered personally, sent by a nationally recognized overnight courier, or sent by facsimile with an original sent by United States first class mail, postage prepared on the same date addressed to the party to whom the notice is to be given at the addresses shown below. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, each party agrees to keep the other informed at all times of its current address.

Applicant: VILLEGAS VENTURES, LLC.
2227 Texas Avenue
El Paso, Texas, 79901

City: City of El Paso
Attn: City Manager
P.O. Box 1890
El Paso, Texas 79950-1890

Copy to: City of El Paso
Director, Economic & International Development
123 W. Mills Ave., Suite 111
El Paso, Texas 79901

- M. **Ordinance Applicability.** The signatories hereto shall be subject to all ordinances of the City, whether now existing or in the future arising.
- N. **Severability.** In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

- O. **Headings.** The Section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- P. **No Joint Venture.** It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The City, its past, present and future officers, elected officials, employees and agents of the City, do not assume any responsibilities or liabilities to any third party in connection with the Project or the design, construction, or operation of the Project, or any portion thereof.

(Signatures Contained on Following Pages)

IN WITNESS WHEREOF, the parties execute this Agreement.

CITY OF EL PASO, TEXAS:

Tomás González
City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Roberta Brito

Roberta Brito
Assistant City Attorney

Jessica Herrera, Director
Economic & International Development

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on the ____ day of _____, 2020,
by Tomás González as City Manager of the City of El Paso, Texas, on behalf of the City of El
Paso, Texas.

Notary Public, State of Texas

My Commission Expires:

Applicant:

VILLEGAS VENTURES, LLC.
a domestic limited liability company

By: Eric Villegas

Its: President

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on the 24 day of January, 2020, by
Eric Villegas its President for VILLEGAS VENTURES, LLC.





Notary Public, State of Texas

My Commission Expires:

9/21/23

EXHIBIT A

Project Description

The applicant is proposing to renovate a blighted building to activate a 5,300 square foot office space. The building will undergo a complete renovation to create a space to accommodate a 70 employee company and to allow additional space for new employees. The facility will incorporate a large workspace, conference room, lounge area, and 6 restrooms. A warehouse will also be built to have on-site storage of large equipment and tools. The estimated real property improvement costs are \$300,000.

Legal Description: Lots 27.28.29.30.31 and 32, Block 51, Bassett's Addition, an addition to the City of El Paso, El Paso County, Texas.

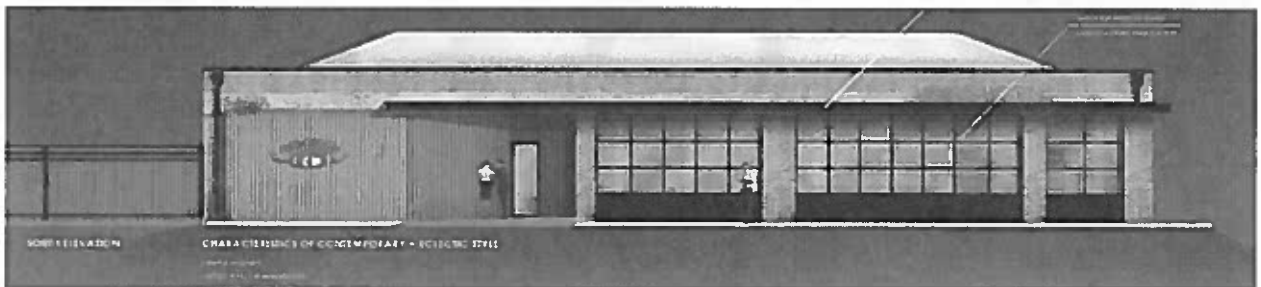
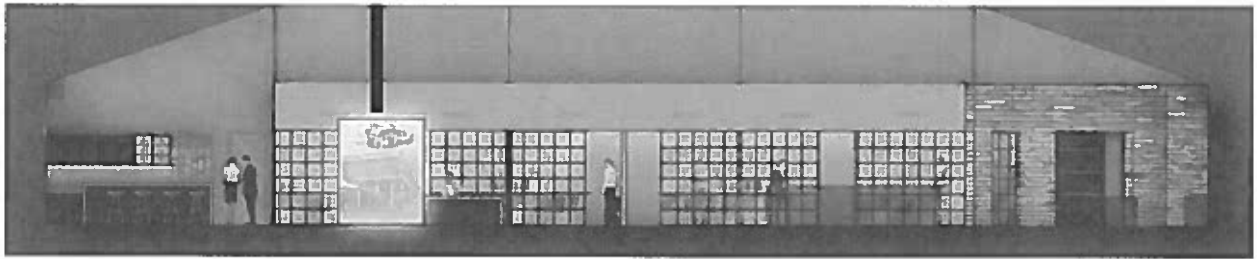


EXHIBIT B

Grant Submittal Package Form

VILLEGAS VENTURES, LLC. believes that it has substantially met its obligations under the Chapter 380 Agreement dated the ___ day of _____, 20____ and signed by _____ of **VILLEGAS VENTURES, LLC.** Pursuant to the Agreement, **VILLEGAS VENTURES, LLC.** submits this Grant Submittal Package Form in compliance with the Agreement and in anticipation of receiving the Grant payments referenced in the Agreement in consideration for its obligations met therein.

As required by the Agreement, the following information is submitted:

1. **[INITIAL GRANT SUBMITTAL ONLY]** Site Development Plan Approvals;
2. **[INITIAL GRANT SUBMITTAL ONLY]** Proof of ownership for the Development, with Duty to Update with respect to any subsequent changes in Ownership);
3. **[INITIAL GRANT SUBMITTAL ONLY]** Documentation to evidence the amount of development fees paid as a result of the Development;
4. **[INITIAL GRANT SUBMITTAL ONLY]** Certificate of Occupancy
5. **[INITIAL GRANT SUBMITTAL ONLY]** Documentation to evidence minimum expenditures to date and not previously verified
6. **[INITIAL GRANT SUBMITTAL ONLY]** Documentation evidencing the materials and labor of Taxable Items used in the construction of the Development eligible for rebate to Applicant under the Construction Materials Sales Tax Rebate;
7. Property tax payment receipts showing proof of payment for tax year _____ :

It is understood by **VILLEGAS VENTURES, LLC.** that the City of El Paso has up to ninety (90) days to process this request and reserves the right to deny the Grant request if the Applicant has not complied with the terms of the Agreement.

VILLEGAS VENTURES, LLC

Name: Eric Villegas
Title: President

ACKNOWLEDGMENT

STATE OF Texas §
COUNTY OF El Paso §

This instrument was acknowledged before me on the 24 day of January, 2020, by Eric Villegas, as President of VILLEGAS VENTURES, LLC



[Signature]
Notary Public, State of Texas
My Commission Expires: 9/21/23

EXHIBIT C

Property Tax Rebate Schedule

Incremental Property Tax Rebate Schedule - Greyfield									
Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
100%	100%	100%	75%	75%	50%	50%	50%	50%	50%