

RESOLUTION NO. 2013-01-\_\_\_ (R)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, APPROVING A COMMERCIAL-INDUSTRIAL TAX ABATEMENT AGREEMENT WITH MANNER PLASTICS, L.P.; AUTHORIZING THE CITY MANAGER TO EXECUTE THE TAX ABATEMENT AGREEMENT**

**WHEREAS**, Chapter 312 of the Texas Tax Code authorizes the City of McKinney, Texas, to participate in tax abatement agreements; and

**WHEREAS**, the City Council of the City of McKinney, Texas, finds and determines that entering into tax abatement agreements will be to the benefit of the citizens of the City of McKinney; and

**WHEREAS**, the City Council also desires to approve a Tax Abatement Agreement, a copy of which is attached hereto as **Exhibit A**, entered into by and between the City of McKinney, Texas, and Manner Plastics, L.P., a Texas limited partnership.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, AS FOLLOWS:**

Section 1. That the foregoing recitals are hereby found to be true and correct legislative findings of the City of McKinney, Texas, and are fully incorporated into the body of this resolution.

Section 2. The City Council of the City of McKinney, Texas does hereby adopt the commercial-industrial tax abatement agreement, a copy of which is attached hereto as **Exhibit A**, by and between the City of McKinney, Texas, and Manner Plastics, L.P., a Texas limited partnership.

Section 3. The City Manager is hereby authorized to execute a Tax Abatement Agreement between the City of McKinney, Texas and Manner Plastics, L.P., a copy of which attached hereto as **Exhibit A**.

Section 4. This resolution shall become effective from and after its passage.

\_\_\_\_\_  
BRIAN LOUGHMILLER  
Mayor

ATTEST:

\_\_\_\_\_  
SANDY HART, TRMC, MMC  
City Secretary  
BLANCA I. GARCIA  
Assistant City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
MARK S. HOUSER  
City Attorney

**EXHIBIT A**

**THE STATE OF TEXAS**

**COUNTY OF COLLIN**

**TAX ABATEMENT AGREEMENT**

This Tax Abatement Agreement is entered into by and between the City of McKinney, Texas, a home-rule municipality, duly acting herein by and through its City Manager (hereinafter referred to as the "City") and Manner Plastics, L.P., a Texas limited partnership (hereinafter referred to as "Manner Plastics"), duly acting herein by and through its President.

**WITNESSETH:**

**WHEREAS**, Section 312.002(a) of the Texas Tax Code requires the City to pass a resolution indicating the City's desire to become eligible to participate in tax abatement agreements; and

**WHEREAS**, the City Council of the City of McKinney, Texas, has previously adopted a resolution stating that the City elected to be eligible to participate in tax abatements; and

**WHEREAS**, on the 21st day of August, 2012, City Council of the City, adopted Tax Abatement Guidelines and Criteria, pursuant to Section 312.002 of the Texas Tax Code, which are attached hereto as *Exhibit A*, and referred to as the Policy Statement; and

**WHEREAS**, the Policy Statement attached hereto as *Exhibit A*, constitutes appropriate guidelines and criteria governing tax abatement agreements to be entered into by the City as contemplated by the Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code; and

**WHEREAS**, on the 15th day of January, 2013, the City Council of the City passed Ordinance No. 2013-01-\_\_\_\_\_ establishing Reinvestment Zone 27, for the City of McKinney, Texas, for commercial-industrial tax abatement, hereinafter referred to as the "Ordinance"), as authorized by chapter 312 of the Texas Tax Code, as amended; and

**WHEREAS**, Manner Plastics presently owns the real property located within the City of McKinney, Texas; and

**WHEREAS**, Manner Plastics acknowledges and agrees that the tax abatements granted by this Agreement are contingent upon its compliance with this Agreement in accordance with the terms and conditions set forth herein; and

**WHEREAS**, the tax abatement will maintain and enhance the commercial-industrial economic and employment base of the City of McKinney thereby benefiting the City in accordance with the Policy Statement and the Property Redevelopment and Tax Abatement Act; and

**WHEREAS**, the contemplated use and improvement of the Real Property, and the locating of the taxable situs of the Personalty, as hereinafter defined, in the amounts and for the purposes set forth in this Agreement and the other terms hereof are consistent with encouraging development of said Reinvestment Zone No. 27, City of McKinney, Texas, in accordance with the purposes for its creation and are in compliance with the Policy Statement and the Ordinance, and similar guidelines and criteria adopted by the City and all applicable law; and

**WHEREAS**, Manner Plastics acknowledges and agrees that as a condition to receiving a tax abatement Manner Plastics will maintain an aggregate, increased minimum taxable value (whether actual or rendered; and including any equivalent method such as through the execution of a Payment in Lieu of Tax Agreement) of FIVE MILLION AND NO/100 DOLLARS (\$5,000,000.00) on new real estate improvements constructed and on newly-sited business personal property in an expanded facility; and

**WHEREAS**, this Tax Abatement Agreement was approved by the City at a regularly scheduled meeting consistent with Section 312.207(a) of the Texas Tax Code.

**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 parties agree as follows:

**SECTION 1. Findings Incorporated.**

All the above premises are hereby found to be true and correct and are hereby approved and incorporated into the body of this Agreement as if copied in their entirety.

**SECTION 2. Definitions.**

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

- (a) **Agreement.** The word "Agreement" means this Tax Abatement Agreement together with all exhibits and schedules attached to this Agreement from time to time, if any.
- (b) **City.** The word "City" means the City of McKinney, Texas. For purposes of this Agreement, City's address is City of McKinney, 222 N. Tennessee Street, McKinney, Texas 75069.
- (c) **Improvements.** The word "Improvements" means a building or buildings and consisting of the newly-constructed expansion thereof on the Real Property, (excluding existing improvements), having a combined value with the Personalty (referenced-below) of at least FIVE MILLION AND NO/100 DOLLARS (\$5,000,000.00) and as generally depicted in *Exhibit C* of this Agreement.
- (d) **Loan Agreement.** The words "Loan Agreement" means the loan agreement made and executed between Manner Plastics, L.P., a Texas limited Partnership and the McKinney Economic Development Corporation ("MEDC"), a Texas non-profit corporation, which was effective as of July 23, 2012.
- (e) **Manner Plastics.** The words "Manner Plastics" means Manner Plastics, L.P., a Texas limited partnership. For purposes of this Agreement, Manner Plastics' address is 500 Interchange, McKinney, Texas, 75071.
- (f) **Personalty.** The word "Personalty" means the taxable, newly-sited business personal property equipment located on the Real Property (excluding existing business personal property sited on the Real Property as of the date hereof) having a combined value with the Improvements (referenced-above) of at least FIVE MILLION AND NO/100 DOLLARS (\$5,000,000.00).
- (g) **Real Property.** The words "Real Property" mean the land located at 500 Interchange Street, McKinney, Texas, 75071, and as further described and or depicted in *Exhibit B* of this Agreement, on which the Improvements will be constructed and on which the Personalty will be situated.

### **SECTION 3. Property Subject to Tax Abatement.**

The real property subject to this Agreement shall be a fee simple interest owned by Manner Plastics in certain real property located at 500 Interchange, McKinney, Texas, 75071, and as further described and or depicted in *Exhibit B* of this Agreement, which is attached hereto and incorporated herein for all purposes. The property is hereinafter referred to as the Real Property and is located within said Reinvestment Zone No. 27, City of McKinney, Texas. The Real Property is the situs of the Improvements. The Real Property shall be subject to a tax abatement to the extent the increased market value thereof, as reflected on the tax rolls of the Collin Central Appraisal District and attributable to the expansion, beginning in Tax Year 2014, exceeds the value thereof, as reflected on the tax rolls for Tax Year 2012.

This Tax Abatement Agreement is conditioned upon Manner Plastics receiving a Certificate of Occupancy for the Improvements on or before December 31, 2013.

Manner Plastics agrees to locate on the Real Property new business personal property which was not on the tax rolls of the City prior to the Effective Date; such new business personal property shall be referred to hereinafter as Personalty and shall be subject to the terms of the tax abatement described in this Agreement. Manner Plastics agrees that to be eligible for the abatement described herein, the City shall be in receipt of a final, non-appealable determination of the Collin County Central Appraisal District of the increased taxable value of the Improvements and the Personalty (excluding the value of the land and existing improvements and existing business personal property) which equals at least **FIVE MILLION AND NO/100 DOLLARS (\$5,000,000.00)**. If the Improvements and

Personalty (excluding the value of the land and existing improvements and business personal property) do not have a taxable value of **FIVE MILLION AND NO/100 DOLLARS (\$5,000,000.00)** as determined by the Collin County Central Appraisal District, eligibility may alternatively be met by the receipt of written confirmation that for any affected Tax Year Manner Plastics has rendered the value of the Improvements and Personalty, as such terms are defined herein, with the Central Appraisal District of Collin County ("CCAD") in an amount not less than **FIVE MILLION AND NO/100 DOLLARS (\$5,000,000.00)**; or in the alternative, and in conjunction with any affected Tax Year, Manner Plastics has elected and has executed a Payment in Lieu of Taxes Agreement with City covering any gap in City ad valorem taxes which would have been payable had the Improvements and Personalty been taxable, in the aggregate, at not less than \$5,000,000.00.

**SECTION 4. Tax Abatement.**

Subject to the terms and conditions of this Agreement, and subject to the rights and holders of any outstanding bonds of the City, a portion of ad valorem taxes assessed by the City upon the Real Property attributable to the Improvements, and the portion of the ad valorem taxes assessed upon the owned Personalty added to the Real Property of Manner Plastics and otherwise owed to the City shall be abated as follows:

- (a) **Term and Conditions of Eligibility.** The maximum number of years during which taxes shall be eligible to be abated on the Real Property and the Personalty shall be five (5) years; however, notwithstanding anything herein to the contrary, such five (5) years of abatement shall be determined on a year-to-year basis, commencing in Tax Year 2014.
- (b) **Abatement Amount.** The tax abatement rate for each such eligible year during the tax abatement period shall be the following percentage of the portion of the incremental value attributable to the Improvements constructed upon the Real Property and the Personalty sited upon the Real Property that is subject to abatement, as set forth in Section 3, and such qualifications as noted elsewhere in this Agreement:

Tax Abatement Period (after its commencement)	Abatement Percentage for City of McKinney Ad Valorem Taxes
Five (5) Years, beginning with Tax Year 2014; however, to be determined on a year-to-year basis	Fifty percent (50%)

Said abatement of the taxes assessed on the Improvements constructed upon the Real Property and the Personalty sited upon the Real Property shall be based upon the increased value of the Real Property and Personalty attributable to the foregoing. The abatement of the taxes assessed on the Personalty excludes other tangible personal property that was located on the Real Property at any time before the period covered by this Agreement with the City in accordance with the terms of this Agreement and all applicable federal, state, and local laws and regulations. Further, said Personalty subject to the this tax abatement agreement shall be new business personal property located upon the Real Property which as of the effective date of this Agreement was not on the tax rolls of the City prior to the Effective Date.

**SECTION 5. Use of Property.**

As consideration for the agreements of the City contained herein, Manner Plastics agrees that it will pursue the commencement and completion of the Improvements on the Real Property consistent with the requirements set forth herein. Manner Plastics agrees that construction of the Improvements will be in accordance with all applicable federal, state, and local laws and regulations. The Real Property shall be limited in its use to office and commercial-industrial real property consistent with the City's development

goals which is to encourage development or redevelopment of the zone.

## **SECTION 6. Default and Recapture Provision.**

- (a) Event of Default. In the event that (1) Manner Plastics fails to complete construction of the Improvements to the Real Property in accordance with this Agreement; (2) Manner Plastics allows its real or personal property taxes owed the City to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of any such taxes; (3) Manner Plastics fails to render the Personalty added to the Real Property after the Effective Date of this Agreement during any year of this Agreement or fails to maintain the taxable situs thereof in the City of McKinney, Collin County, Texas; or (4) Manner Plastics breaches any of the terms or conditions of this Agreement or the Loan Agreement, then this Agreement shall be in default. In the event that Manner Plastics defaults in its performance of (1), (2), (3), or (4) above, then the City shall give Manner Plastics written notice of such default and if Manner Plastics has not cured such default within sixty (60) days of said written notice, then the tax abatement applicable to the year in which such default occurred and during any subsequent year in which the default continues, shall be suspended, and the full amount of taxes for such year(s) shall be due. If any ongoing default is subsequently cured, in the sole judgment of the City, then the tax abatement shall be reinstated for any remaining years of eligibility within the term described in Section 4 (a) hereof; however no previously abated taxes shall be owing for years in which this Agreement was not in default.
- (b) Notice, Effect of Default.  
Notice shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested, or overnight delivery to the addresses below.

### **Notice to Manner Plastics:**

Raj Bhargava  
President  
Manner Plastics, L.P.  
500 Interchange  
McKinney, Texas 75071

### **Notice to City:**

Jason Gray  
City Manager  
City of McKinney  
P.O. Box 517  
McKinney, Texas 75069

## **SECTION 7. Right of Access for Inspection.**

Manner Plastics further agrees that the City, its agents and employees, shall have reasonable right to access to the Real Property, the Improvements, and Personalty added to the Real Property for the purpose of inspecting the Improvements and other items subject to this Agreement in order to ensure that the construction of the Improvements are in accordance with this Agreement and all applicable federal, state, and local laws and regulations. After completion of the Improvements, the City shall have the continuing right of inspection to ensure that such are thereafter maintained and operated in accordance with this Agreement.

## **SECTION 8. Annual Certification.**

On or before April 1 of each year, Manner Plastics shall provide to City written certification that Manner Plastics is in compliance with each applicable term of this Agreement. Such certification shall be in a form mutually agreed upon between Manner Plastics and the City, and shall include, at a minimum, information supporting Manner

Plastics' conclusions that it met (or expects to meet) each condition and requirement to abatement set forth in this Agreement during the years in which Manner Plastics is eligible for abatement as described herein. Any failure of the City to request or demand such certification shall not constitute a waiver of such certification or any future certification.

#### **SECTION 9. Cancellation or Modification of Agreement.**

The City and Manner Plastics agree that this Agreement may only be cancelled, amended or modified by mutual agreement of the parties hereto.

#### **SECTION 10. Authorization to Sign this Agreement.**

This Agreement was authorized by Resolution of the City Council at its council meeting on the 15th day of January, 2013, authorizing the City Manager to execute the Agreement on behalf of the City.

This Agreement was entered into by Manner Plastics effective on the 15th day of January, 2013, pursuant to authority granted to Raj Bhargava, President of Manner Plastics.

#### **SECTION 11. 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 Collin County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Collin County, Texas.
- (c) **Assignment.** This Agreement may not be assigned without the express written consent of the other party.
- (d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. City warrants and represents that the individual executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. Manner Plastics warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.
- (e) **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.
- (f) **Effective Date.** The effective date (the "Effective Date") of this Agreement shall be January 15, 2013.
- (g) **Filing.** In order to receive the tax abatement pursuant to this Agreement, Manner Plastics understands it must file, between January 1 and April 30 of each year, with the appraisal district an application for property tax abatement exemption, in a form similar to the form attached hereto as *Exhibit D*, during the term of this Agreement.
- (h) **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.

- (i) **Sovereign Immunity.** No party hereto waives any statutory or common law right to sovereign immunity by virtue of its execution hereof.

**[The Remainder of this Page Intentionally Left Blank]**

ATTEST:

CITY OF MCKINNEY, TEXAS,

\_\_\_\_\_  
SANDY HART, TRMC, MMC  
City Secretary  
BLANCA I. GARCIA  
Assistant City Secretary

\_\_\_\_\_  
JASON GRAY  
CITY MANAGER  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
MARK S. HOUSER  
City Attorney

ATTEST:

MANNER PLASTICS, L.P.,  
a Texas limited partnership

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Name: Raj Bhargava  
Title: PRESIDENT  
Date: \_\_\_\_\_

***Exhibit A***

**CITY OF MCKINNEY  
COMPREHENSIVE POLICY STATEMENT ON ECONOMIC DEVELOPMENT AND  
COMMUNITY REDEVELOPMENT INCENTIVES  
(Adopted 8/21/12)**

**I. General Purpose and Objectives**

The City of McKinney is committed to the promotion of high quality development in all parts of the City, and to an ongoing improvement in the quality of life for its citizens. Insofar as these objectives are generally served by the enhancement and expansion of the local economy, the City of McKinney will, on a case by case basis, give consideration to providing tax abatement as a stimulus for economic development in McKinney. It is the policy of the City of McKinney that said consideration will be provided in accordance with the procedures and criteria outlined in this document.

According to Texas law, Property Redevelopment and Tax Abatement Act, V.T.C.A., Tax Code, Chapter 312, the City of McKinney may grant a tax abatement on the increment in value added to a particular property by a specific development proposal which meets the economic goals and objectives of the City. The tax abatement shall not apply to any portion of the inventory or land value of the project. Tax abatement may be offered on



improvements to real property owned by the applicant and/or on new personal property brought to the site by the applicant. Projects which are developed involving leased real or personal property shall be governed under special terms and conditions which may be set forth in the agreement governing each specific tax abatement.

Tax abatement will not be ordinarily considered for projects which would be developed without such incentives unless it can be demonstrated that higher development standards or other development and community goals will be achieved through the use of the abatement.

Nothing herein shall imply or suggest that the City of McKinney is under any obligation to provide tax abatement to any applicant. All applicants shall be considered on a case-by-case basis.

## **II. Criteria for Tax Abatement**

Any request for tax abatement shall be reviewed by the Joint Committee on Tax Abatement. In the event that a meeting of the Joint Committee on Tax Abatement cannot be convened in the timeframe needed to submit an economic development proposal, the City Manager or his designee is authorized to draft a tax abatement proposal to the company requesting an incentive package, subject to later review and approval by the Joint Committee on Tax Abatement and the City Council. The Joint Committee on Tax Abatement shall be comprised of:

- Two elected officials from the City of McKinney, as appointed by the Mayor,
- Two elected officials from the McKinney Independent School District, as appointed by the President of the Board of Trustees, if the McKinney Independent School District currently participates in tax abatements,
- One elected official from Collin County, as appointed by the County Judge, if Collin County currently participates in tax abatements, and
- One elected official from the Collin County Community College Board of Trustees, as appointed by the President of the Board of Trustees, if the Collin County Community College currently participates in tax abatements.

The Joint Committee on Tax Abatement serves as a recommending body to the taxing entities regarding whether economic development incentives should be offered in each individual case.

Their recommendation shall be based upon a subjective evaluation of job creation, additional taxable value created, other incentives provided by the City of McKinney and the McKinney Economic Development Corporation, length of time to recover value of all incentives provided through property taxes, and community impact. The applicant may be requested to address the following criteria in narrative format.

1. A breakdown of types and number of jobs along with total annual payroll in sufficient detail that wages per employee can be analyzed relative to existing average wage trends in the community.
2. A summary of real and personal property value added to the tax roll; direct sales tax generation from either purchases or sales by the applicant; community and applicant investment in infrastructure; projected annual facility generating budget; whether or not the applicant proposes new construction, rehab or reuse of existing buildings, or some combination. This information must be provided in sufficient detail to accommodate an analysis of the fiscal impact on the community.
3. Summarize relocated employees and where from along with projected employment from the local or regional labor market including any plans for enhancing local hired job skills and resultant wage earning capacity.
4. Describe project environmental impacts upon beginning operations to include air, noise, and water.

### III. Value of Incentives

The subjective criteria outlined in Section II will be used by the Joint Committee on Tax Abatement in determining whether or not it is in the best interests of the affected taxing entities to recommend that tax abatement be offered to a particular applicant. Specific

considerations will include the degree to which the individual project furthers the goals and objectives of the community, as well as the relative impact of the project.

Once a determination has been made that a tax abatement should be offered, the value and term of the abatement will be determined by referencing the following table:

<b>Value of Structure, Payroll &amp; Personal Property</b>	<b>Years of Abatement</b>	<b>Percent of Abatement</b>
\$80,000,000	10	25%
70,000,000	9	25%
60,000,000	8	25%
50,000,000	7	25%
40,000,000	6	25%
30,000,000	5	25%
20,000,000	4	25%
10,000,000	3	25%
5,000,000	2	25%

An additional number of years of abatement or an increased percentage of abatement may be granted to a project, subject to negotiation with the City, if the applicant meets one (1) or more of the following criteria:

1. The applicant's average wages for full-time employees exceeds the norm of McKinney wages within similar industry classifications by twenty (20) percent;
2. The applicant's value of improvements to real property exceeds the norm of McKinney building values by twenty-five (25) percent;
3. The estimated value of personal property (furniture, fixtures, inventory and equipment, etc.) to be added to the tax roll exceeds by thirty-five (35) percent the per square foot value of the building;
4. The value of the land owned by the applicant is abnormally higher as compared to the value of the real property improvements with a threshold for such a land value being fifty (50) percent of the value of the real property improvements thereon;
5. The applicant is an existing business in the City of McKinney which is expanding its operations; for these expansions, the Joint Committee on Tax Abatement may also choose to consider an abatement based on threshold values of structure, payroll & personal property that are fifty (50) percent of the values listed in the chart above;
6. The applicant presents a plan consistent with that established by the Equal Employment Opportunity Commission for the hiring of local disadvantaged and underemployed persons in McKinney; and/or
7. The applicant meets certain unique circumstances as specified in the abatement agreement.
8. The applicant is located in or will locate in a state-designated enterprise zone within the City of McKinney and is designated by the State of Texas as an official enterprise zone project. Such applicants will be eligible for an additional five (5) percentage points of abatement over and above the abatement offered in the City's basic policy outlined above.

9. The proposed project uniquely and significantly contributes to economic development goals of the City of McKinney, and is expected to attract other significant economic development projects to the City.

On a case-by-case basis, the City Council and the Joint Committee may consider offering an alternate tax abatement percentage where a project significantly improves the tax base or supports or attracts other commercial/industrial projects.

Any tax abatement granted a project shall become effective on January 1 of the year following the issuance of a Certificate of Occupancy (CO) unless otherwise specified in the tax abatement agreement.

Any person, organization or corporation desiring that McKinney consider providing tax abatement to encourage location or expansion of operations within the city limits of McKinney shall be required to comply with the following procedural guidelines. Nothing within these guidelines shall imply or suggest that McKinney is under any obligation to provide tax abatement in any amount or value to any applicant.

### **Preliminary Application Steps**

- A. Applicant shall complete "Application for Tax Abatement" form.
- B. Applicant shall submit a cover letter describing the project, its expected benefits to the community, other impacts on the community, any incentives requested or approved by the McKinney Economic Development Corporation, and any additional information pertinent to the project.
- C. Applicant shall prepare a plat showing the precise location of the property, and all roadways within 500 feet of the site.
- D. If the property is described by metes and bounds, a complete legal description shall be provided.
- E. Applicant shall complete all forms and information detailed in items A through D above and submit them to the Assistant City Manager, City of McKinney, Post Office Box 517, McKinney, Texas 75069-0517.

### **Application Review Steps**

- F. All information in the application package detailed above will be reviewed for completeness and accuracy. Additional information may be requested as needed.
- G. The application will be distributed to the appropriate City departments for internal review and comments. Additional information may be requested as needed.
- H. Copies of the complete application package and staff comments will be provided to the Joint Committee on Tax Abatement.

### **Consideration of the Application**

- I. The Joint Committee on Tax Abatement will consider the application at a regular or called meeting(s). Additional information may be requested as needed.
- J. The recommendation of the Joint Committee on Tax Abatement will be forwarded, with all relevant materials, to the chief administrative officer of each taxing entity.
- K. The City Council of McKinney may consider a resolution calling for a public hearing to consider establishment of a reinvestment zone.

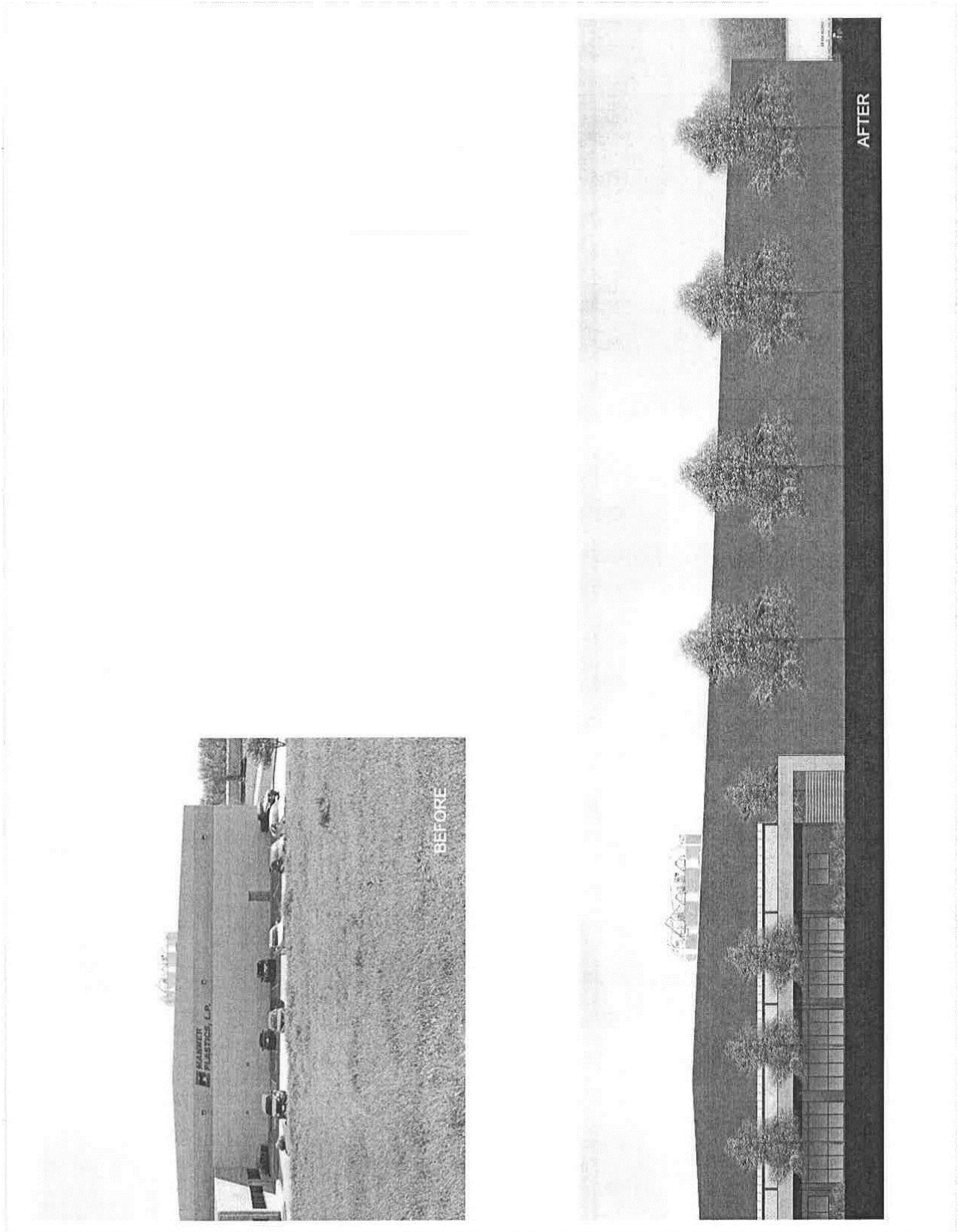
- L. The City Council of McKinney may hold the public hearing and determine whether the project is “feasible and practical and would be of benefit to the land to be included in the zone and to the municipality.”
- M. The City Council of McKinney may consider adoption of an ordinance designating the area described in the legal description of the proposed project as a commercial/industrial reinvestment zone.
- N. The City Council of McKinney may consider adoption of a resolution approving the terms and conditions of a contract between the City and the applicant governing the provisions of the tax abatement.
- O. The governing bodies of the McKinney Independent School District, Collin County and Collin County Community College may consider ratification of and participation in the tax abatement agreement between the City of McKinney and the applicant.

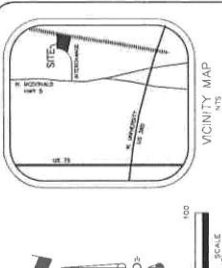
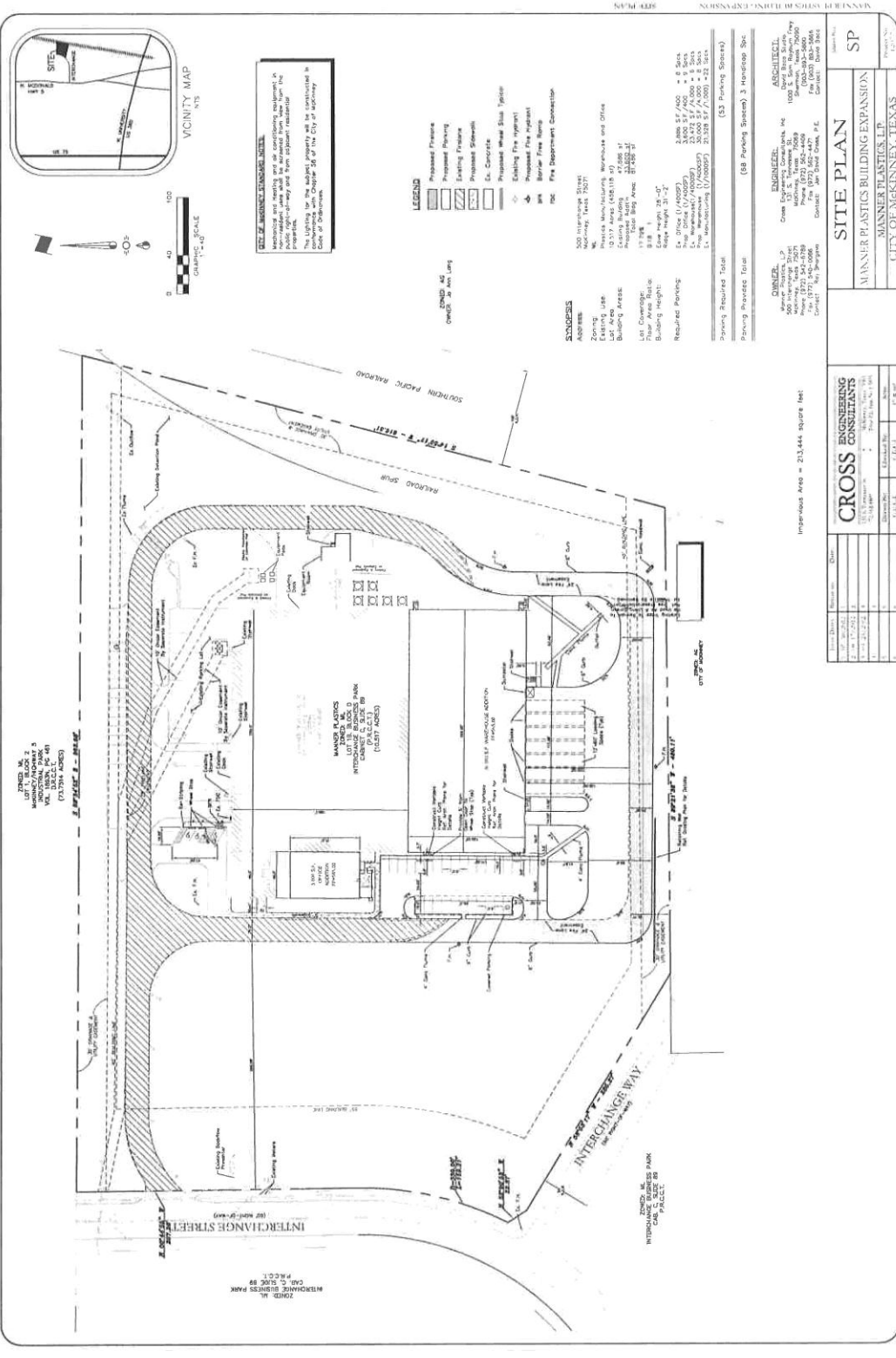
***Exhibit B***

**Legal Description and or Depiction  
of Real Property**



**Exhibit C**  
**Depiction of Improvements to the Real Property**





**NOTE ON ARCHITECTURAL DETAILS:**  
 The lighting plan is indicated by the symbols shown in the legend. The lighting plan is the responsibility of the architect and is not a part of this contract. The lighting plan shall be approved by the City of McKinney, Texas.

- LEGEND**
- Proposed Frame
  - Proposed Paving
  - Existing Frame
  - Proposed Structure
  - Ex. Concrete
  - Proposed wear steel Yields
  - Existing fire system
  - Proposed fire system
  - Proposed fire alarm
  - Fire Department Connection

**ADDRESSES**  
 500 Interchange Street, McKinney, Texas 75071  
 1000 Interchanging Way, McKinney, Texas 75071  
 1000 Interchanging Way, McKinney, Texas 75071  
 1000 Interchanging Way, McKinney, Texas 75071  
 1000 Interchanging Way, McKinney, Texas 75071  
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 1000 Interchanging Way, McKinney, Texas 75071

**REQUIRED PARKING**  
 368 SF/1000 = 8 SLOTS  
 368 SF/1000 = 8 SLOTS  
 368 SF/1000 = 8 SLOTS  
 368 SF/1000 = 8 SLOTS  
 368 SF/1000 = 8 SLOTS  
 368 SF/1000 = 8 SLOTS  
 368 SF/1000 = 8 SLOTS  
 368 SF/1000 = 8 SLOTS  
 368 SF/1000 = 8 SLOTS  
 368 SF/1000 = 8 SLOTS

Parking Required Total		(36 Parking Spaces) 3 Handicap Sps.
Parking Proposed Total		(88 Parking Spaces) 3 Handicap Sps.

**OWNER:**  
 MANNER PLASTICS, L.P.  
 1000 INTERCHANGING WAY  
 MC KINNEY, TEXAS 75071  
 TEL: (972) 540-0066  
 CONTACT: BOB BRYANT

**ARCHITECT:**  
 CROSS ENGINEERING CONSULTANTS  
 1000 INTERCHANGING WAY  
 MC KINNEY, TEXAS 75071  
 TEL: (972) 540-0066  
 CONTACT: BOB BRYANT

**CROSS ENGINEERING CONSULTANTS**

NO.	DATE	DESCRIPTION
1	12-2-74	PRELIMINARY
2	12-2-74	FINAL
3	12-2-74	AS BUILT

**SITE PLAN**  
**MANNER PLASTICS BUILDING EXPANSION**  
 CITY OF MCKINNEY, TEXAS

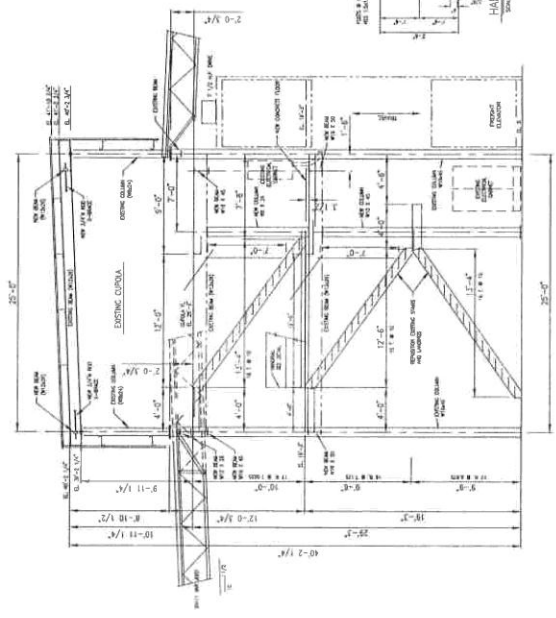
Project No. 1000

Scale: 1/4" = 1'-0"

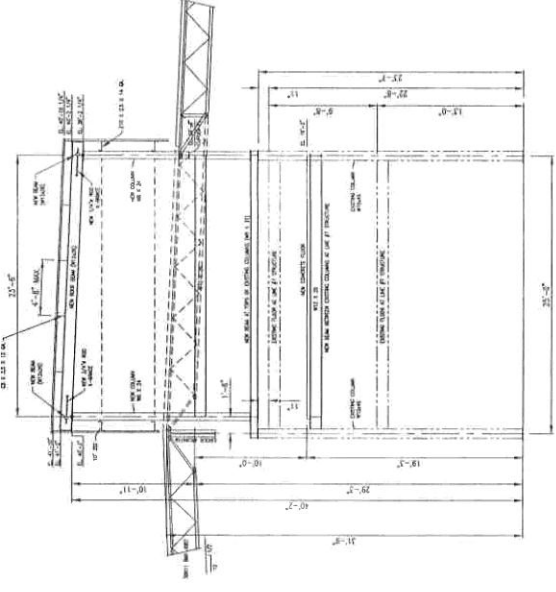




A B C D E F G H I J K  
1 2 3 4 5 6 7



ELEVATION VIEW AT "B-B" LOOKING NORTH



ELEVATION VIEW AT "A-A" LOOKING SOUTH

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DATE: 08/13/13  
 SHEET NO.: 108.2  
 PROJECT NO.: 12-028  
 PROJECT NAME: MANNER PLASTICOS MCKINNEY, TEXAS EQUIPMENT TOWER ADDITION ELEV. VIEWS AT "A-A" & "B-B"

**DesignPlast, Inc.**  
 451 N. 17th St., Suite 200, McKinney, TX 75069

REVISION DESCRIPTION

NO.	BY	APP.	DATE	DESCRIPTION

SCALE: 1/4" = 1'-0"  
 DATE: 08/13/13  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]

**Exhibit D**

**Application for Property Tax Exemption  
Texas State Comptroller's Office  
Form 50-116**



Application for Property Tax Abatement Exemption

Property Tax  
**Form 50-116**

Appraisal District's Name

Phone (area code and number)

Address, City, State, ZIP Code

**GENERAL INSTRUCTIONS:** This application is for use in claiming property tax exemptions pursuant to Tax Code §11.28. You must furnish all information and documentation required by the application.

**APPLICATION DEADLINES:** You must file the completed application with all required documentation between January 1 and no later than April 30 of the year for which you are requesting an exemption.

**ANNUAL APPLICATION REQUIRED:** You must apply for this exemption each year you claim entitlement to the exemption.

**OTHER IMPORTANT INFORMATION**

Pursuant to Tax Code §11.45, after considering this application and all relevant information, the chief appraiser may request additional information from you. You must provide the additional information within 30 days of the request or the application is denied. For good cause shown, the chief appraiser may extend the deadline for furnishing the additional information by written order for a single period not to exceed 15 days.

**STEP 1: State the Year for Which You are Seeking an Exemption**

State the year for which you are seeking an exemption

**STEP 2: Provide Name and Mailing Address of Property Owner and Identity of Person Preparing Application**

Name of Property Owner

Mailing Address

City, State, ZIP Code

Phone (area code and number)

Property Owner is a(n) (check one):

Individual  Partnership  Corporation  Other (specify): \_\_\_\_\_

Name of Person Preparing this Application

Title

Driver's License, Personal I.D. Certificate,  
or Social Security Number\*

If this application is for an exemption from ad valorem taxation of property owned by a charitable organization with a federal tax identification number, that number may be provided here in lieu of a driver's license number, personal identification certificate number, or social security number: .....

\* Unless the applicant is a charitable organization with a federal tax identification number, the applicant's driver's license number, personal identification certificate number, or social security account number is required. Pursuant to Tax Code Section 11.48(a), a driver's license number, personal identification certificate number, or social security account number provided in an application for an exemption filed with a chief appraiser is confidential and not open to public inspection. The information may not be disclosed to anyone other than an employee of the appraisal office who appraises property, except as authorized by Tax Code Section 11.48(b). If the applicant is a charitable organization with a federal tax identification number, the applicant may provide the organization's federal tax identification number in lieu of a driver's license number, personal identification certificate number, or social security account number.

**STEP 3: Describe the Property for Which You are Seeking an Exemption**

*If you applied last year and nothing has changed, and/or you're agreement(s) were not modified, skip to the renewal section.*

Street Address, City, State, and ZIP code

Legal Description (if known)

Appraisal District Account Number (if known)

The Property Tax Assistance Division at the Texas Comptroller of Public Accounts provides property tax information and resources for taxpayers, local taxing entities, appraisal districts and appraisal review boards.

For more information, visit our website:  
[www.window.state.tx.us/taxinfo/proptax](http://www.window.state.tx.us/taxinfo/proptax)  
50-116 • 02-12/11



Application for Property Tax Abatement Exemption

STEP 4: List the Taxing Units that have Agreed to Abate your Taxes and Attach Copies of the Abatement Agreement for Each Unit

FOR EACH TAXING UNIT IDENTIFIED, ATTACH COPIES OF ABATEMENT AGREEMENTS.

STEP 5: Answer these Questions About the Abatement(s)

Are the terms and duration of each taxing unit's agreement different or identical?

Input boxes for Different and Identical

If different, please copy this form for each taxing unit and complete Step 5 for each unit. In the area where you listed the taxing units, please circle the taxing unit that you are summarizing.

If identical, please describe the nature of the abatement agreements for this year by completing the following:

- Input boxes for Lump sum exemption, Percentage exemption, and Other

Does the agreement abate taxes on personal property? Yes No

Are you in compliance with the agreement? Yes No

If "No," attach a statement explaining the reason for non-compliance.

STEP 6: Read, Sign, and Date

By signing this application, you certify that the information provided in this application is true and correct to the best of your knowledge and belief.

sign here

Authorized Signature

Title

Printed Name

RENEWAL of Existing Exemption

I certify that the information given in the application filed for is still true and correct to the best of my knowledge and belief.

sign here

Authorized Signature

Title

Printed Name

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Section 37.10., Penal Code.

For more information, visit our website: www.window.state.tx.us/taxinfo/proptax