

RESOLUTION NO. 2012-11-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, APPROVING A COMMERCIAL-INDUSTRIAL TAX ABATEMENT AGREEMENT WITH WISTRON GREENTECH (TEXAS) CORP.; 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 Wistron GreenTech (Texas) Corp., a Texas corporation.

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 Wistron GreenTech (Texas) Corp., a Texas corporation.

Section 3. The City Manager is hereby authorized to execute a Tax Abatement Agreement between the City of McKinney, Texas and Wistron GreenTech (Texas) Corp, a copy of which attached hereto as Exhibit A.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS ON THE 6TH DAY OF NOVEMBER, 2012.

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 Wistron GreenTech (Texas) Corp., a Texas corporation (hereinafter referred to as the "WGTX"), duly acting herein by and through its General Manager.

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 6th day of November, 2012, the City Council of the City passed Ordinance No. 12-11-__ establishing Reinvestment Zone 26, 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, WGTX presently owns the real property located within the City of McKinney, Texas; and

WHEREAS, WGTX 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. 26, 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, WGTX acknowledges and agrees that as a condition to receiving a tax abatement WGTX will employ a minimum of 80 employees with an annual aggregate payroll of THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00) on or

before July 1, 2014 which employees shall be working on the Real Property during the term of this Agreement; and

WHEREAS, WGTX acknowledges and agrees that as a condition to receiving a tax abatement a minimum taxable value (whether actual or rendered; and including an equivalent method through the execution of a Payment in Lieu of Tax Agreement) of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) on new real estate improvements and TEN MILLION AND NO/100 DOLLARS on newly-sited business personal property located on the Real Property that was not located in the City previous to the Effective Date of this Agreement; 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 consisting of the renovation expenses constructed on the Real Property, incurred prior to occupancy, of at least ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) and as generally depicted in *Exhibit C* of this Agreement.
- (d) **Personalty.** The word "Personalty" means the taxable business personal property equipment located on the Real Property in the initial amount of not less than TEN MILLION AND NO/100 DOLLARS (\$10,000,000.00).
- (e) **Real Property.** The words "Real Property" mean the land located at 2101 Couch Drive in McKinney, Texas, and as further described and or depicted in *Exhibit B* of this Agreement, on which the Improvements will be constructed and on which the personal property will be situated.
- (f) **WGTX.** The word "WGTX" means Wistron GreenTech (Texas) Corp., a Texas corporation. For purposes of this Agreement, WGTX's address is 2101 Couch Drive, McKinney, Texas.

SECTION 3. Property Subject to Tax Abatement.

The real property subject to this Agreement shall be a fee simple interest owned by WGTX in certain real property located at 2101 Couch Drive in McKinney, Texas, 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.26, 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 market value thereof, as reflected on the tax rolls of the Collin Central Appraisal District, 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 WGTX receiving a Certificate of Occupancy on or before March 31, 2013.

Further, WGTX agrees to locate on the Real Property certain business personal property which was not on the tax rolls of the City prior to the Effective Date of this Agreement; such 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. WGTX 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 taxable value of the Improvements and the Personalty (excluding the value of the land) which equals at least **ELEVEN MILLION AND NO/100 DOLLARS (\$11,000,000.00)**. If the Improvements and Personalty (excluding the value of the land) are at least a taxable value of **ELEVEN MILLION AND NO/100 DOLLARS (\$11,000,000.00)** 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 WGTX has rendered the value of the Improvements and Personalty with the Central Appraisal District of Collin County ("CAD") in an amount not less than least **ELEVEN MILLION AND NO/100 DOLLARS (\$11,000,000.00)**; or in the alternative, and in conjunction with any affected Tax Year, WGTX 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 at \$11,000,000.00.

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 related to the Improvements, and the portion of the ad valorem taxes assessed upon the owned Personalty added to the Real Property of WGTX 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 the first tax year that begins after (i) the issuance of the Certificate of Occupancy to the Real Property, (ii) WGTX satisfies all of the conditions in Section 3 above, and (iii) the employment by WGTX of a minimum of 80 employees on or before July 1, 2014 and continuing thereafter in each Tax Year. In addition to the number of employees' requirement, the aggregate annual payroll for employees shall be not less than **THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00)**.
- (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 of the Improvements to the Real Property and Personalty constructed on and 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 to the Real Property and Personalty added to and located on the Real Property shall be based upon the increased value of the Real Property and Personalty added to and located on the Real Property. 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 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 from other property owned or leased by WGTX or the prior Owner, KONE, Inc.

SECTION 5. Use of Property.

As consideration for the agreements of the City contained herein, WGTX agrees that it will pursue the commencement and completion of the Improvements on the Real Property consistent with the requirements set forth herein. WGTX 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) WGTX fails to complete construction of the Improvements to the Real Property in accordance with this Agreement; (2) WGTX allows its 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) WGTX 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; (4) WGTX fails to employ a minimum of at least 80 employees with an aggregate annual payroll of THREE MILLION DOLLARS AND NO/100 DOLLARS (\$3,000,000.00) working at the Real Property following commencement of the abatement period as described in Section 4 (a) hereof; or (5) WGTX breaches any of the terms or conditions of this Agreement or the Loan Agreement by and between WGTX and the McKinney Economic Development Corporation, then this Agreement shall be in default. In the event that WGTX defaults in its performance of (1), (2), (3), (4), or (5) above, then the City shall give WGTX written notice of such default and if WGTX 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 WGTX:

Joseph Hsu
General Manager
Wistron GreenTech (Texas) Corp.
2101 Couch Drive
McKinney, Texas 75069

Notice to City:

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

SECTION 7. Right of Access for Inspection.

WGTX further agrees that the City, its agents and employees, shall have reasonable right to access to the Real Property 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, WGTX shall provide to City written certification that WGTX is in compliance with each applicable term of this Agreement. Such certification shall be in a form mutually agreed upon between WGTX and the City, and shall include, at a minimum, information supporting WGTX's conclusions that it met (or expects to meet) each condition and requirement to abatement set forth in this Agreement during the years in which WGTX 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 WGTX agree that this Agreement may only by 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 6th day of November, 2012, authorizing the City Manager to execute the Agreement on behalf of the City.

This Agreement was entered into by WGTX effective on the 6th day of November, 2012, pursuant to authority granted to Joseph Hsu, General Manager of WGTX.

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. WGTX 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 the date of the later to execute this Agreement by WGTX and City.
- (g) **Filing.** In order to receive the tax abatement pursuant to this Agreement, WGTX 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

APPROVED AS TO FORM:

MARK S. HOUSER
City Attorney

ATTEST:

WISTRON GREENTECH (TEXAS) CORP.,
a Texas corporation

Name: Joseph Hsu
Title: General Manager
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:

Value of Structure, Payroll & Personal Property	Years of Abatement	Percent of Abatement
\$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.

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

Lot 1R, Block D of McKinney Industrial Park No. 2, an addition to the City of McKinney, Texas according to the plat recorded in Volume 2008, Page 466 of the Plat Records of Collin County, Texas and containing 21.3741 acres.

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

APPLICATION FOR PROPERTY TAX ABATEMENT EXEMPTION

YEAR

Apprasx drawl puma	phone -1... Red coof aeo awrhe1																		
Adf.ross																			
This application covers property you owned on January 1 of this year. You must file the completed application between January 1 and April 30 of this year. Be sure to attach any additional documents requested. You must apply for this exemption every year; it will not be automatically renewed.																			
Step 1; Owner's name and address	<table style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="3" style="border-bottom: 1px solid black;">Comptrole name</td> </tr> <tr> <td colspan="3" style="border-bottom: 1px solid black;">Present mating address</td> </tr> <tr> <td style="width: 70%; border-bottom: 1px solid black;">City, mate, ZIP codi.</td> <td colspan="2" style="border-bottom: 1px solid black;">Phone gad cone aed Yhmte0</td> </tr> <tr> <td style="width: 40%; border-bottom: 1px solid black;">Name of grown prepa00 tho <i>awkaton</i></td> <td style="width: 30%; border-bottom: 1px solid black;">Driver's L_censs, Pemons; 1.0. Certif:oTre. or Socb Sect6ty *watt:</td> <td style="width: 30%; border-bottom: 1px solid black;">Ttla</td> </tr> <tr> <td colspan="3" style="border-bottom: 1px solid black;">Type of owner</td> </tr> <tr> <td colspan="3" style="border-bottom: 1px solid black;"> <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Association <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit corporation Leasehold </td> </tr> </table>	Comptrole name			Present mating address			City, mate, ZIP codi.	Phone gad cone aed Yhmte0		Name of grown prepa00 tho <i>awkaton</i>	Driver's L_censs, Pemons; 1.0. Certif:oTre. or Socb Sect6ty *watt:	Ttla	Type of owner			<input checked="" type="checkbox"/> Individual <input type="checkbox"/> Association <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit corporation Leasehold		
Comptrole name																			
Present mating address																			
City, mate, ZIP codi.	Phone gad cone aed Yhmte0																		
Name of grown prepa00 tho <i>awkaton</i>	Driver's L_censs, Pemons; 1.0. Certif:oTre. or Socb Sect6ty *watt:	Ttla																	
Type of owner																			
<input checked="" type="checkbox"/> Individual <input type="checkbox"/> Association <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit corporation Leasehold																			
Step 2: Describe the property	<table style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="border-bottom: 1px solid black;">Legal dincrpction</td> </tr> <tr> <td colspan="2" style="border-bottom: 1px solid black;">Appraisal cff, Vct accourx number (000040)</td> </tr> <tr> <td colspan="2" style="border-bottom: 1px solid black;">Please list the taxing units that have agreed to abate your taxes and attach copies of the abatement aoreement for each unit.</td> </tr> <tr> <td colspan="2" style="border-bottom: 1px solid black;"> Are the terms and duration of each taxing units ageeneht different or identical? <input type="checkbox"/> Different <input checked="" type="checkbox"/> Identical If different, please copy this form for each taxing unit and complete Step 2 for each unit. Inthe 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 EI Lump sum exemption of \$ _____ area where you listed the the following: 1 <input checked="" type="checkbox"/> Percentage exemption of _____ % 1 <input type="checkbox"/> Other ?Attach a statement Ctescribing the method of cattfratng abatement. (M <i>ctb</i> <i>vltae to be exempted This year</i>) Doe the agreement abate taxes on personal property? Yes <input type="checkbox"/> No <input type="checkbox"/> Are you in compliance with the agreement? Yes <input type="checkbox"/> No <input type="checkbox"/> if 'No,' attach a statement explaining the reason for non-compliance. </td> </tr> </table>	Legal dincrpction		Appraisal cff, Vct accourx number (000040)		Please list the taxing units that have agreed to abate your taxes and attach copies of the abatement aoreement for each unit.		Are the terms and duration of each taxing units ageeneht different or identical? <input type="checkbox"/> Different <input checked="" type="checkbox"/> Identical If different, please copy this form for each taxing unit and complete Step 2 for each unit. Inthe 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 EI Lump sum exemption of \$ _____ area where you listed the the following: 1 <input checked="" type="checkbox"/> Percentage exemption of _____ % 1 <input type="checkbox"/> Other ?Attach a statement Ctescribing the method of cattfratng abatement. (M <i>ctb</i> <i>vltae to be exempted This year</i>) Doe the agreement abate taxes on personal property? Yes <input type="checkbox"/> No <input type="checkbox"/> Are you in compliance with the agreement? Yes <input type="checkbox"/> No <input type="checkbox"/> if 'No,' attach a statement explaining the reason for non-compliance.											
Legal dincrpction																			
Appraisal cff, Vct accourx number (000040)																			
Please list the taxing units that have agreed to abate your taxes and attach copies of the abatement aoreement for each unit.																			
Are the terms and duration of each taxing units ageeneht different or identical? <input type="checkbox"/> Different <input checked="" type="checkbox"/> Identical If different, please copy this form for each taxing unit and complete Step 2 for each unit. Inthe 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 EI Lump sum exemption of \$ _____ area where you listed the the following: 1 <input checked="" type="checkbox"/> Percentage exemption of _____ % 1 <input type="checkbox"/> Other ?Attach a statement Ctescribing the method of cattfratng abatement. (M <i>ctb</i> <i>vltae to be exempted This year</i>) Doe the agreement abate taxes on personal property? Yes <input type="checkbox"/> No <input type="checkbox"/> Are you in compliance with the agreement? Yes <input type="checkbox"/> No <input type="checkbox"/> if 'No,' attach a statement explaining the reason for non-compliance.																			
Step 3: Sign and date the application	<p>By signing this application, you certify that this information is titre and correct to the beet of your knowledge and belief.</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%; border-bottom: 1px solid black; text-align: center;"><i>Atanopzed nrattne</i> sign & here</td> <td style="width: 30%; border-bottom: 1px solid black;">Date</td> </tr> <tr> <td style="border-bottom: 1px solid black;">On beh.vt cif ?name i:f ofwizaric4</td> <td style="border-bottom: 1px solid black;">Titre</td> </tr> </table>	<i>Atanopzed nrattne</i> sign & here	Date	On beh.vt cif ?name i:f ofwizaric4	Titre														
<i>Atanopzed nrattne</i> sign & here	Date																		
On beh.vt cif ?name i:f ofwizaric4	Titre																		
RENEWAL of existing exemption	<p>I certify that the information given in the application fled for _____ i3 still true and corre to the best of my knolMedge and bel i e f _____</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%; border-bottom: 1px solid black; text-align: center;"><i>Authoraed s4nartlea</i> sign here</td> <td style="width: 30%; border-bottom: 1px solid black;">Date</td> </tr> <tr> <td style="border-bottom: 1px solid black;">On bona/ of (001110 of CigalittffION</td> <td style="border-bottom: 1px solid black;">Tills</td> </tr> </table> <p>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 Texas Penal Code Section 37.10.</p>	<i>Authoraed s4nartlea</i> sign here	Date	On bona/ of (001110 of CigalittffION	Tills														
<i>Authoraed s4nartlea</i> sign here	Date																		
On bona/ of (001110 of CigalittffION	Tills																		

lbtr are roa4t4r1 to 2;vo us th;re mfoancebei on Maform, in order to paronlox rolatt4 functions for DN., dam iioCUCA 1143 of the Tarr coak, and z45 this orgs, to own this infonnxion /O de reon'rra tax contp4anco. The chie(app,a"Darr argued to keep tils ."-dWttntiON CrAfrdemiN iitit not open tepubc invest'cn, except m adwatt/ office employees who appraise PROPPly and as attitrorized O' &4C.600 r 1.-D), Tax Code.