



CITY OF MCKINNEY, TEXAS

Agenda

Reinvestment Zone Number One

Monday, April 3, 2017

4:45 PM

Council Chambers
222 N. Tennessee Street
McKinney, Texas

CALL TO ORDER

CONSENT ITEMS

This portion of the agenda consists of non-controversial or "housekeeping" items required by law. Items may be considered individually by any Commission member making such request prior to a motion and vote on the Consent items.

17-331 [Minutes of the Reinvestment Zone Number One Meeting of February 6, 2017](#)

Attachments: [Minutes](#)

REGULAR ITEMS

17-332 [Consider/Discuss/Act on an Amendment to the Chapter 380 Economic Development and Project Plan Implementation Agreement with Alison Croft for the Façade Improvement Project at 106-110 Tennessee Street](#)

Attachments: [Extension Request Letter](#)
 [Second Amend. to TIRZ Agreement](#)
 [Executed TIRZ Agreement](#)

ADJOURN

Posted in accordance with the Texas Government Code, Chapter 551, on the 30th day of March, 2017 at or before 5:00 p.m.

Sandy Hart, TRMC, MMC
City Secretary

Accommodations and modifications for people with disabilities are available upon request. Requests should be made as far in advance as possible, but no less than 48 hours prior to the meeting. Call 972-547-2694 or email contact-adacompliance@mckinneytexas.org with questions or for accommodations.



17-331

TITLE: Minutes of the Reinvestment Zone Number One Meeting of February 6, 2017

SUPPORTING MATERIALS:

[Minutes](#)

REINVESTMENT ZONE NUMBER ONE

FEBRUARY 6, 2017

The Reinvestment Zone Number One of the City of McKinney, Texas met in regular session in the Council Chambers, 222 N. Tennessee Street, McKinney, Texas on February 6, 2017 at 4:45 p.m.

TIRZ Number One Members Present: Chairman Don Day, Vice Chairman Rainey Rogers, Brian Loughmiller, Randy P. Pogue, Chuck Branch, Tracy Rath, Travis Ussery, and Bill Cox. Absent: Board member Chris Hill.

Staff Present: City Manager Paul Grimes; City Attorney Mark Houser; City Secretary Sandy Hart; Planning Manager Samantha Pickett; and Assistant Director of Public Works Paul Sparkman.

There were two guests present.

Chairman Day called the meeting to order at 4:45 p.m. after determining a quorum was present.

Board members unanimously approved the motion by Board member Ussery, seconded by Board member Pogue, to approve the following consent item:

17-128 Minutes of the Reinvestment Zone Number One Meeting of January 17, 2017

17-129 Chairman Day called for Consideration/Discussion/Action on an Amendment to the Chapter 380 Economic Development and Project Plan Implementation Agreement with Alison Croft for the Façade Improvement Project at 106-110 Tennessee Street. Planning Manager Samantha Pickett stated that the applicant is requesting a 30 day extension to complete the work on the historic façade at 106-110 Tennessee Street. They have encountered a few setbacks in terms of permitting that have delayed the project. Board members unanimously approved the motion by Board member Branch, seconded by Board member Pogue, to approve an Amendment to the Chapter 380 Economic Development and Project Plan Implementation Agreement with Alison Croft for the Façade Improvement Project at 106-110 Tennessee Street to allow a 30 day

extension.

Board members unanimously approved the motion by Board member Pogue, seconded by Board member Branch, to adjourn. Chairman Day adjourned the meeting at 4:47 p.m.

DON DAY
Chairman

ATTEST:

Sandy Hart, TRMC, MMC
City Secretary



17-332

TITLE: Consider/Discuss/Act on an Amendment to the Chapter 380 Economic Development and Project Plan Implementation Agreement with Alison Croft for the Façade Improvement Project at 106-110 Tennessee Street

MEETING DATE: April 3, 2017

DEPARTMENT: Planning

CONTACT: Matt Robinson, AICP, Planning Manager
Brian Lockley, AICP, Director of Planning

RECOMMENDED ACTION:

- Staff recommends approval of the amendment extending the deadline for the completion of the façade improvements to September 30, 2017 as outlined in the proposed amendment.

ITEM SUMMARY:

- The proposed amendment to the Chapter 380 Economic Development Agreement with Alison Croft is to extend the deadline of the obligation to complete the façade improvements until September 30, 2017 (from March 31, 2017).
- Under the agreement approved by the TIRZ #1 Board on May 17, 2016 and extended on February 6, 2017, C.P.P., Ltd. were to:
 - Make façade improvements consisting of reconstructing the lintel, replacing the windows and doors, and restoring the brick façade to maintain the historic nature of the building; and
 - Receive a “green tag” inspection of the improvements by March 31, 2017.
- Under the proposed amendment, the specific obligations of Alison Croft to construct façade improvements are amended as follows:
 - Alison Croft shall fund and complete the project on or before September 30, 2017, and shall receive a final “green tag” inspection for the Project at the historic building at 106-110 Tennessee Street on or before that date.

- Except as specifically amended above, all terms and provisions of the original agreement will remain in full force and effect.

BACKGROUND INFORMATION:

- The TIRZ #1 Board approved a Chapter 380 Development and Project Plan Implementation Agreement with Alison Croft for façade improvements, consisting of reconstructing the lintel, replacing the windows and doors, and restoring the brick façade on May 17, 2016.

FINANCIAL SUMMARY:

- N/A

BOARD OR COMMISSION RECOMMENDATION:

- N/A

SUPPORTING MATERIALS:

[Extension Request Letter](#)
[Second Amend. to TIRZ Agreement](#)
[Executed TIRZ Agreement](#)

March 6, 2017

Matt Robinson, Planning Manager
Planning Department City of McKinney
221 N. Tennessee St
McKinney TX 75069

Letter of Request for a 6-Month Extension for Project Completion Date in TIRZ
Agreement under Obligations of Croft on p.3 Section 4a.

Dear Matt and TIRZ Board,

I would like to make an additional request to the Board to extend the existing completion date of March 31st 2017 to September 30th 2017.

Unfortunately, the project will not be completed on or before March 31st as expected. The façade reconstruction is currently facing some repair / rebuild challenges. I am working diligently with my architect, David Chase of Architexas, to help resolve these construction issues to complete the project according to plan in a timely manner. For example, we are waiting on brick finish mock-ups, brick course layouts, metal column mock-ups, and a structural engineer inspection for roof joist work. Once received, a new course of action will be formulated under the direction of Mr. Chase, and the construction project will need to incorporate the execution of the required modifications – all prior to installing the custom doors and windows.

Therefore, a 6-month extension is necessary for project completion with green tag inspections, as well as for the required Grant Submittal Packet to be turned in no later than September 30th. Again, the extra time will allow me to properly do so.

Thank you for your consideration in approving this extension request.

Alison C. Croft

March 27, 2017

Matt Robinson Planning Manager
Planning Department City of McKinney
221 N. Tennessee St
McKinney TX 75069

Re: Addendum to Croft 3/6 Letter of Request for Extension

Agenda item for April 3rd TIRZ Board Meeting

106/110 S. TENNESSEE ST. Facade Reconstruction Project

Dear TIRZ Board,

I apologize, taking up your valuable time again, having to request another extension for this project. There was no way to predict the sequence of errors that brought the unfinished project to an unexpected standstill within days of our last meeting.

Construction-wise, everything can be corrected one way or another. The biggest concern, for me, is not to jeopardize the TIRZ grant allocated for this project in the process.

Here's everything I do know.

Thank you for time and consideration,

Alison Croft

TIMELINE:

Feb 6th TIRZ Board Meeting
Feb 6th Project on Track for Completion by March 31st
Feb 10th Architect Site Inspection Revealed Construction Issues
Feb 13th Architect Official Report for Corrections
Feb 13th Immediately Notified City Council via Email, more Project Delays
Feb 24th GC to Correct Issues
March 6th Letter of Extension Request to TIRZ
March 10th GC 2 weeks No Corrective Action
March 17th Attorney Demand Letter to GC
March 24th GC formulating a corrective plan of action
March 27th Restoration attempt before final correction plan
March 31st Deadline Expires, project incomplete
April 3rd TIRZ Board Date Deadline Extension

ISSUES:

As-built dimensions deviate from architectural plan

Roof Leaks

No weep holes

Capstone coursing not to plan

Window ledge coursing not to plan

Brick course pattern not to plan

No windows installed

No doors installed

Metal columns not Installed

Gutter not Installed

Complete Lighting Package Not Installed

Damaged Brick material during Install

Brick and Mortar not to plan

STATUS:

The latest status of the Facade Reconstruction Project for 106 /110 S. TENN. ST. is not good. The project turned south within a few days of the last extension request. On Monday Feb 6th, when we were at the Board meeting, the information, from the GC, was that everything was on track. The extra 30 days was intended for wrapping up the project with time allowed to get green tag inspections submitted by March 31st.

Friday Feb 10th, the Architect and Structural Engineer both verified several constructions issues which needed to be corrected by the GC.

Since then, the project has been at a standstill with no resolution from GC.

Over a month, with no resolve from the GC, my only option was to engage an attorney to draft a demand letter to the GC to make the corrections.

The issues represent a classic construction case of sub contractor providing substandard work. The GC and I are left holding the bag.

It's the overall evaluation and formulation of a new plan that is taking up so much of the time.

Technically, more than enough deficiencies exist to dictate a teardown and rebuild. However, all repair/restoration options are being explored first. A teardown is a such a monumental decision to be avoided if at all possible.

As far as I know today, the GC has eliminated the sub contractor, responsible for the construction errors and omissions, from the equation. The GC and I, with the attorney's guidance, are trying to reach a resolution together.

We are in a holding pattern until we can methodically address each and every item on the punch list formulating solutions until a corrective plan is reached.

Once we get through some of the finer details, the doors are ready, and the windows are ready to be installed which is a good thing.

Unfortunately, the project will not be completed on or before March 31st and a new date is yet to be determined.

OVERVIEW:

Upon completion of the facade wall, the real work can begin. The building is a wreck and non functional. Truss and Roof are next which will get the building to a structurally sound and dry state. Then all the mechanicals can be installed, bathrooms, then finally a salon use finish out.

The intent for 106 /110 S. Tennessee St. is Salon / Salon Suite Use.

RECAP:

\$87,769.70 is the projected outlay of the facade wall reconstruction.

The owner has already personally funded **\$31,300** in architect, structural engineer, insurance, permits, and inspections **prior to the roll out of \$56,469.70 in estimated eligible construction costs** to build the facade wall.

To date, owner has paid **\$45,830** in eligible construction costs towards the facade reconstruction.

**SECOND AMENDMENT TO
REINVESTMENT ZONE NUMBER ONE, CITY OF MCKINNEY
AND
ALISON CROFT
CHAPTER 380 ECONOMIC DEVELOPMENT AND
PROJECT PLAN IMPLEMENTATION AGREEMENT FOR
106, 108 AND 110 S. TENNESSEE STREET
HISTORICAL FULL FACADE RECONSTRUCTION PROJECT**

This Second Amendment to the Chapter 380 Economic Development Agreement and Project Plan Implementation Agreement for Historical Full Facade Reconstruction (the "Second Amendment") by and between Reinvestment Zone Number One, City of McKinney ("TIRZ") and Allison Croft ("Croft") is entered into by and between TIRZ and Croft.

WHEREAS, Croft entered into that certain Chapter 380 Economic Development and Project Plan Implementation Agreement for Historical Full Facade Reconstruction ("Original Agreement") dated on or about May 23, 2016, for the primary purpose of renovating and improving a vacant/underutilized historic building situated at 106, 108, and 110 S. Tennessee Street, McKinney, Texas ("Structure"), and which project is known as the **106, 108, AND 110 S. TENNESSEE STREET HISTORICAL FULL FACADE RECONSTRUCTION PROJECT** (the "Project"), located wholly within Reinvestment Zone Number One in the "Town Center" area of the TIRZ of the City of McKinney, Texas; and

WHEREAS, Croft entered into that First Amended Chapter 380 Economic Development Agreement and Project Plan Implementation Agreement for Historical Facade Reconstruction with the City of McKinney, dated _____, 201__ to extend the deadline for funding and completion of the Project by one month from February 28, 2017 to March 31, 2017 ("First Amendment"); and

WHEREAS, Croft and TIRZ now desire to again extend the term of the Project.

NOW, THEREFORE, for and in consideration of the agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the TIRZ and Croft agree as follows:

SECTION 1. TERM OF ORIGINAL AGREEMENT

Section 1, entitled "TERM OF ORIGINAL AGREEMENT" of the First Amendment is hereby amended by the replacement of the amendment to Section 1, contained therein, with a new Section 1 to read as follows:

"SECTION 1. TERM

This Agreement shall be effective from the Effective Date until September 30, 2017, unless terminated sooner under the provisions herein."

SECTION 2. OBLIGATIONS OF CROFT

Section 4, entitled "OBLIGATIONS OF CROFT" of the First Amendment is hereby amended by the replacement of the amendment to Paragraph a of Section 4, contained therein, with a new Paragraph a to read as follows:

"a. Croft shall fund and complete the Project on or before September 30, 2017 and shall receive a final "green tag" inspection for the Project at the historic building at 106, 108, and 110 S. Tennessee Street on or before that date."

SECTION 3. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Second Amendment:

- (a) Except as specifically amended herein, all provisions of the Original Agreement shall remain unchanged and in full force and effect and exist as if set forth herein in their entirety.
- (b) In the event of any conflict or inconsistency between the Original Agreement, First Amendment, and this Second Amendment the terms of this Second Amendment shall control.
- (c) This Second Amendment is and shall be effective on the date of execution by the last party to sign this Second Amendment.

ALISON CROFT

Date: _____

**REINVESTMENT ZONE NUMBER ONE, CITY OF
MCKINNEY**

By:

Don Day, Chairman

Date:

ATTEST:

SANDY HART, TRMC, MMC
TIRZ SECRETARY

APPROVED AS TO FORM:

MARK S. HOUSER
Attorney for Reinvestment Zone Number One,
City of McKinney

PREPARED IN THE OFFICES OF:
BROWN & HOFMEISTER, L.L.P.
740 E. Campbell Road, Suite 800
Richardson, Texas 75081
214/747-6100
214/747-6111 Fax

**REINVESTMENT ZONE NUMBER ONE, CITY OF MCKINNEY
AND
ALISON CROFT
CHAPTER 380 ECONOMIC DEVELOPMENT AND
PROJECT PLAN IMPLEMENTATION AGREEMENT FOR
106, 108 AND 110 S. TENNESSEE STREET
HISTORICAL FULL FACADE RECONSTRUCTION PROJECT**

WHEREAS, *ALISON CROFT* (hereinafter "Croft"), is entering into this Chapter 380 Economic Development and Project Plan Implementation Agreement for Historical Full Facade Reconstruction (this "Agreement") pursuant to a program initiated by **REINVESTMENT ZONE NUMBER ONE, CITY OF MCKINNEY** (hereinafter the "TIRZ") pursuant to Section 311.010(h) of the Texas Tax Code and Chapter 380 of the Texas Local Government Code, for the primary purpose of renovating and improving a vacant/underutilized historic building situated at 106, 108 and 110 S. Tennessee Street, McKinney, Texas ("Structure"), and which project is known as the **106, 108 AND 110 S. TENNESSEE STREET HISTORICAL FULL FACADE RECONSTRUCTION PROJECT** (the "Project") located wholly within Reinvestment Zone Number One in the "Town Center" area of the TIRZ of McKinney, Texas; and

WHEREAS, the TIRZ has agreed to an economic development grant to Croft based on the timely satisfaction of the conditions and upon the timely completion of the Project, including but not limited to reconstructing the entire building facade while maintaining an appropriate historical look for the building's time period and in strict conformity to the ordinances of the City of McKinney, Texas ("City"), and approval of a Certificate of Appropriateness for the Project; and

WHEREAS, the TIRZ has the authority under Section 311.010(h) and Chapter 380 of the Texas Local Government Code to make loans or grants of TIRZ funds for the purposes of promoting local economic development and stimulating business and commercial activity within the TIRZ; and

WHEREAS, the TIRZ has established the Project as an eligible project under the TIRZ Project Plan as required by law and determines that a conditional grant to Croft of its funds will serve the public purpose of promoting local economic development and enhancing business and commercial activity in the TIRZ and the City; and

WHEREAS, the TIRZ has concluded and hereby finds that this Agreement clearly promotes economic development in the TIRZ and, as such, meets the requisites under Section 311.101(h) and Chapter 380 of the Texas Local

Government Code and further, is in the best interests of the TIRZ, Croft, and the City; and

WHEREAS, the City Council of the City of McKinney, Texas has considered and approved this Agreement pursuant to applicable law.

NOW, THEREFORE, for and in consideration of the agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the TIRZ and Croft agree as follows:

SECTION 1. TERM

This Agreement shall be effective from the Effective Date until February 28, 2017, unless terminated sooner under the provisions herein.

SECTION 2. DEFINITIONS

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

- a. Agreement. The word "Agreement" means this Chapter 380 Economic Development and Project Plan Implementation Agreement, together with all exhibits, schedules, and amendments attached to this Agreement from time to time, if any.
- b. Grant. The word "Grant" means a disbursement to Croft under the terms of this Agreement of an amount not to exceed Twenty-Five Thousand and No/100 Dollars (\$25,000) in Eligible Costs (as hereinafter defined).
- c. Grant Submittal Package. The words "Grant Submittal Package" mean the documentation required to be supplied to the TIRZ as a condition of receipt of any Grant.
- d. Project. The word "Project" means the 106, 108 and 110 S. Tennessee Street Historical Full Facade Reconstruction Project and involves the full reconstruction of the facade of the historic building located generally at 106, 108 and 110 S. Tennessee Street, McKinney, Texas, 75069. The specific renovations eligible for reimbursement shall include, and are limited to, reconstruction of the entire building facade while maintaining an appropriate historical look for the building's time period and in strict conformity to the ordinances of the City, and approval of a Certificate of Appropriateness for the Project. Approved expenditures for the Project shall be referred to as the "Eligible Costs".

- e. Croft. The word "Croft" means Alison Croft, including her assigns and successors-in-interest. For purposes of this Agreement, Croft's address is 8101 Burleigh Street, Frisco, TX, 75035.
- f. TIRZ. The letters "TIRZ" means Reinvestment Zone Number One, City of McKinney. For purposes of this Agreement, TIRZ's address is 222 N. Tennessee, McKinney, Texas 75069.

SECTION 3. GRANT FUNDING OBLIGATION OF TIRZ

During the term of this Agreement, the TIRZ shall make a one-time Grant payment in an amount not to exceed **Twenty-Five Thousand and No/100 Dollars (\$25,000.00)** for Eligible Costs, which shall be payable upon the satisfaction of the express terms and conditions described in Section 4 below. Subject to Croft's complete and continuous satisfaction of the Section 4 conditions, the TIRZ agrees to process the Grant within thirty (30) days after receipt of Croft's complete and correct Grant Submittal Package. Notwithstanding the foregoing, the Grant shall not be funded until: (1) Croft satisfies all applicable obligations in Section 4 and (2) the TIRZ has sufficient funds in the TIRZ Fund to satisfy the entire Grant.

SECTION 4. OBLIGATIONS OF CROFT

While this Agreement is in effect, Croft shall comply with the following terms and conditions to be eligible for any Grant; as such conditions are described or may apply:

- a. Croft shall fund and complete the Project on or before February 28, 2017 and shall receive a final "green tag" inspection for the Project at the historic building at 106, 108 and 110 S. Tennessee Street on or before that date;
- b. Croft shall submit a Grant Submittal Package to the TIRZ staff consisting of: (1) the approved Certificate of Appropriateness, (2) the issued building permit(s), final certificate of occupancy, a Bills Paid Affidavit in the form of attached **Exhibit "A,"** and "as built" plans for any and all Project work shown on **Exhibit "B,"** both of which are attached hereto, and (3) all cost and payment documentation of Croft and her general contractor for the Eligible Costs. The TIRZ staff, or its designee, shall verify that the expenditures were made in such amounts prior to disbursement of the Grant.
- c. Croft shall obtain a Certificate of Appropriateness from the City for the Project and the Project shall conform to all City codes, state and federal laws, and local ordinances applicable to the Project.

SECTION 5. EVENTS OF DEFAULT.

Each of the following shall constitute an event of default under this Agreement:

- a. The TIRZ's failure to process any Grant payment to Croft in accordance with Section 3 of this Agreement.
- b. Croft's violation or failure to perform any of the covenants contained in Section 4 hereinabove.

SECTION 6. EFFECT OF AN EVENT OF DEFAULT

In the event of default under Section 5, the non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to cure said default. Should said default remain uncured and the non-defaulting party is not otherwise in default, the non-defaulting party shall have the right to immediately terminate this Agreement.

As long as Croft shall not be in default, Croft shall further have the power to enforce specific performance to collect amounts owing upon the TIRZ's default without terminating this Agreement. No action shall lie for punitive damages, and no special or consequential damages shall be recovered by either party. Croft shall be entitled to receive from the TIRZ any Grant payments due Croft through the date of termination.

If the TIRZ exercises its rights to terminate this Agreement, Croft shall not be entitled to any Grant payments hereunder.

SECTION 7. MISCELLANEOUS PROVISIONS

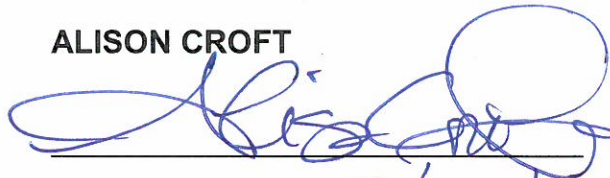
The following miscellaneous provisions are a part of this Agreement:

- 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 all of the parties hereto.
- 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. **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The TIRZ warrants and represents that the individual executing this Agreement on

behalf of the TIRZ has full authority to execute this Agreement and bind TIRZ to the same. Croft warrants and represents that she has full authority to execute this Agreement.

- d. **No Waiver of Sovereign Immunity.** No party hereto waives any statutory or common law right to sovereign immunity by virtue of its execution hereof.
- e. **Execution of Agreement.** The TIRZ has authorized its Chairman to execute this Agreement on behalf of the TIRZ.
- f. **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.
- g. **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, addressed to the party to whom the notice is to be given at the addresses shown above in Section 2. 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.
- h. **Effective Date.** The effective date (the "Effective Date") of this Agreement shall be the date of the later to execute this Agreement by Croft and the TIRZ.
- i. **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.

ALISON CROFT

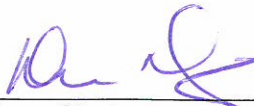


Date:

5/12/16

**REINVESTMENT ZONE NUMBER ONE, CITY OF
MCKINNEY**

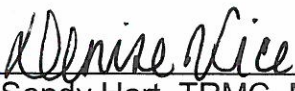
By:


Don Day, Chairman

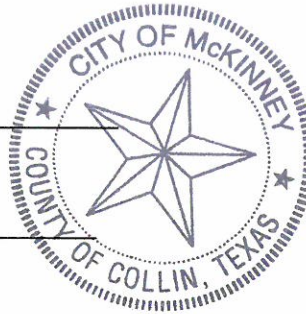
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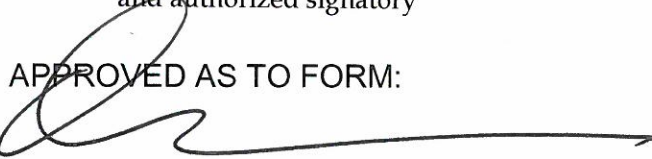
ATTEST:

By:  5/24/2016
Name: Sandy Hart, TRMC, MMC
Title: TIRZ SECRETARY
Date:

By Denise Vice, Assistant City Secretary
and authorized signatory



APPROVED AS TO FORM:



MARK S. HOUSER
Attorney for Reinvestment Zone Number One,
City of McKinney

PREPARED IN THE OFFICES OF:
BROWN & HOFMEISTER, L.L.P.
740 E. Campbell Road, Suite 800
Richardson, Texas 75081
214/747-6100
214/747-6111 Fax

Exhibit "A"

BILLS PAID AFFIDAVIT

Date: _____

Project Name: _____

Owner's Name: _____

Owner's Mailing Address:

Contractor's Name(s): _____

Contractor's Mailing Address(es):

Affiant's Name: _____

Affiant's Mailing Address:

Phase/Lots and Blocks: _____

Improvements: _____

THE STATE OF TEXAS §

COUNTY OF COLLIN §

Before me, the undersigned, on this day personally appeared _____, known to me to be a credible person (hereinafter called "Affiant"), and who, being duly sworn, upon his oath declares and acknowledged that the following statements are true and within the personal knowledge of Affiant:

1. Affiant owns the property and the Project ("Owner") that is the subject of this Bills Paid Affidavit, and has personal knowledge of the facts stated in this affidavit. .

2. Affiant understands that the Reinvestment Zone Number One, City of McKinney, Texas and/or the City of McKinney, Texas ("TIRZ" and "City," respectively) have required this affidavit as a condition of a grant of incentives under an economic development agreement involving the Property identified above located within the City of McKinney, Collin County, Texas (the "Project").

3. Owner has constructed and installed, or caused to be constructed and installed, certain private building improvements, public improvements or infrastructure required by the TIRZ or the City and necessary to serve the Project.

4. Affiant has actual knowledge that all bills owed by Owner to others for materials supplied or labor performed in connection with the Project have been fully paid and satisfied.

5. **OWNER AGREES TO INDEMNIFY AND HOLD THE TIRZ AND THE CITY HARMLESS FROM AND AGAINST ANY LOSS OR EXPENSE RESULTING FROM FALSE OR INCORRECT INFORMATION IN THIS AFFIDAVIT."**

OWNER:

Name: _____

SUBSCRIBED AND SWORN TO before me on this ____ day of _____, 2016, by _____.

Notary Public, State of Texas

Exhibit "B"

AS-BUILT PLANS