



# CITY OF MCKINNEY, TEXAS

## Agenda

### Reinvestment Zone Number One

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Tuesday, December 5, 2017

5:00 PM

Council Chambers  
222 N. Tennessee Street  
McKinney, Texas

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#### 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.

**17-1176**      [Minutes of the Tax Increment Reinvestment Zone Number 1 Meeting of July 18, 2017](#)

**Attachments:**    [Minutes](#)

#### REGULAR ITEMS

**17-1166**      [Consider/Discuss/Act on a Resolution Approving a Chapter 380 Economic Development Agreement with Gather Restaurant, LLC. for the Façade Improvement Project at 207 E. Virginia Street](#)

**Attachments:**    [Resolution](#)  
                          [207 E. Virginia St. 380 Agreement](#)  
                          [Supporting Documentation](#)

**17-1167**      [Consider/Discuss/Act on a Resolution Approving a Chapter 380 Economic Development Agreement with DFA 205, LP for the project at 205 W. Louisiana Street](#)

**Attachments:**    [Resolution](#)  
                          [205 W Louisiana 380 Agreement](#)  
                          [Proposed Building Elevations](#)

#### ADJOURN

Posted in accordance with the Texas Government Code, Chapter 551, on the 1st day of December, 2017 at or before 5:00 p.m.

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Sandy Hart, TRMC, MMC  
City Secretary

In accordance with the Americans with Disabilities Act, it is the policy of the City of McKinney to offer its public programs, services, and meetings in a manner that is readily accessible to everyone, including individuals with disabilities. If you are a person with a disability and require information or materials in an appropriate alternative format; or if you require any other accommodation, please contact the ADA Coordinator at least 48 hours in advance of the event. Phone 972-547-2694 or email [contact-adacompliance@mckinneytexas.org](mailto:contact-adacompliance@mckinneytexas.org). Advance notification within this guideline will enable the City to make reasonable arrangements to ensure accessibility. ADA grievances may also be directed to the ADA Coordinator or filed online at <http://www.mckinneytexas.org/ada>.

17-1176



**TITLE:** Minutes of the Tax Increment Reinvestment Zone Number 1 Meeting of July 18, 2017

**SUPPORTING MATERIALS:**

[Minutes](#)

## **REINVESTMENT ZONE NUMBER ONE**

**JULY 18, 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 July 18, 2017 at 5:15 p.m.

Board members Present: Chair Tracy Rath, Vice Chair Rainey Rogers, Board members Bill Cox, La'Shadion Shemwell, Chuck Branch, George Fuller, Scott Elliott, Charlie Philips. Absent: Board member Chris Hill.

Staff Present: City Manager Paul Grimes; Assistant City Manager Steve Tilton; Assistant to the City Manager Trevor Minyard; City Attorney Mark Houser; City Secretary Sandy Hart; Planning Manager Matt Robinson; and IT Helpdesk Technician Asif Ali.

There were two guests present.

Chair Rath called the meeting to order at 5:15 p.m. after determining a quorum present.

**17-677** Oaths of Office. City Secretary Sandy Hart administered the oaths of office to newly appointed members: George Fuller, La'Shadion Shemwell, Charlie Philips, and Scott Elliott.

**17-678** Election of Vice Chair. Chair Rath stated that Rainey Rogers was elected to Vice Chair in January 2017 and will continue to serve as Vice Chairman until December 31, 2017. No action taken.

**17-679** Minutes of the Reinvestment Zone Number One Meeting of April 3, 2017. Board members unanimously approved the motion by Vice Chair Rogers, seconded by Board member Elliott, to approve the Minutes of the Reinvestment Zone Number One Meeting of April 3, 2017.

**17-680** Chair Rath called for Consideration/Discussion/Action on a Resolution Approving a Chapter 380 Economic Development Agreement with VPKK, LLC, for the Façade Improvement Project at 100 E. Louisiana Street (Spoons). Planning Manager Matt Robinson stated the proposed agreement is primarily to assist with

façade improvement costs, most notably the restoration and refurbishment of the existing wooden windows, replacement of vinyl windows and sashes with wooden windows, and replacement of upstairs awnings to maintain the historic nature of the building. Mr. Robinson stated this is the first grant this year. Board members unanimously approved the motion by Board member Fuller, seconded by Board member Elliott, to approve a Resolution approving a Chapter 380 Economic Development Agreement with VPKK, LLC, for the Façade Improvement Project at 100 E. Louisiana Street (Spoons). Caption reads as follows:

RESOLUTION NO. 2017-07-002 (TR1R)

A RESOLUTION OF THE BOARD OF DIRECTORS OF REINVESTMENT ZONE NUMBER ONE, CITY OF MCKINNEY, TEXAS APPROVING A CHAPTER 380 ECONOMIC DEVELOPMENT AND PROJECT PLAN IMPLEMENTATION AGREEMENT WITH VPKK, LLC. FOR THE 100 E. LOUISIANA STREET – SPOONS CAFÉ HISTORICAL FAÇADE IMPROVEMENT WITH RESTORATION OF EXTERIOR WINDOWS AND AWNINGS PROJECT

Board members unanimously approved the motion by Vice Chair Rogers, seconded by Board member Cox, to adjourn. Chair Rath adjourned the meeting at 5:23 p.m.

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TRACY RATH  
Chair

ATTEST:

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Sandy Hart, TRMC, MMC  
City Secretary





17-1166

**TITLE:** Consider/Discuss/Act on a Resolution Approving a Chapter 380 Economic Development Agreement with Gather Restaurant, LLC. for the Façade Improvement Project at 207 E. Virginia Street

**MEETING DATE:** December 5, 2017

**DEPARTMENT:** Planning

**CONTACT:** Matt Robinson, AICP, Planning Manager  
Brian Lockley, AICP, Director of Planning  
Michael Quint, Executive Director of Development Services

**RECOMMENDED ACTION:**

- Staff recommends approval of the proposed resolution.

**ITEM SUMMARY:**

- The proposed agreement with Gather Restaurant, LLC. and the City of McKinney is intended for the primary purpose of assisting with façade improvement costs.
- The redevelopment project, located at 207 E. Virginia Street, is a TIRZ-eligible project in the approved Project Plan of TIRZ No. 1. The project falls under the category of Vacant/Underutilized Sites/Buildings as defined in the TIRZ Project Plan.
- Under the policy governing allocation and/or awarding of TIRZ No. 1 funds for Vacant/Underutilized Site/Buildings as defined by the approved Project Plan, reimbursement and or grant requests are limited to a maximum of \$25,000 per qualifying project, with a maximum of \$100,000 awarded for qualifying vacant/underutilized site/buildings during each fiscal year.
- The applicant is requesting an economic development grant from Reinvestment Zone Number One to assist with the expense associated with making the following improvements to the existing building:
  - Façade improvements consisting of replacement of existing fabric

awnings with a 51' long metal canopy that projects 4' away from and along the front of the structure.

- The applicant has received approval of a Certificate of Appropriateness from the Historic Preservation Officer for the proposed façade improvements.
- The applicant shall submit a grant submittal package to staff including all cost and payment documentation. Staff shall verify that the expenditures were made in such amounts prior to any Grant disbursement.

#### **BACKGROUND:**

- TIRZ has the authority under Section 311 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 businesses and commercial activity within the TIRZ.
- This project has been established as an eligible project in the TIRZ Project Plan under the category of Vacant/Underutilized Sites/Buildings, which is defined as “Relatively smaller projects (under \$5.0 million) for the incremental redevelopment of vacant/underutilized Town Center sites or buildings.” Such sites are limited to the area shown as Vacant/Underutilized Building Improvement Area shown on Figure 3 of the TIRZ Project Plan.
- For qualifying Vacant/Underutilized Site/Buildings, reimbursement or grant requests are limited to a maximum of \$25,000 per project, with an overall maximum of \$100,000 being awarded each fiscal year for Vacant/Underutilized Site/Buildings project types. Reimbursement and/or grant requests are funded on a first-come, first-serve basis until the maximum fiscal year allotment has been reached. To date for FY2017-2018, there have been no reimbursement or grant requests for Vacant/Underutilized Site/Buildings.
- Projects that have received funding from TIRZ No.1 are listed below:

##### Vacant/Underutilized Sites/Buildings

- 100 E. Louisiana Street - \$25,000 (FY2016-2017)
- 101 Louisiana Street - \$25,000 (FY2015-2016)
- 101 Louisiana Street - \$25,000 (FY2015-2016)
- 214 E. Louisiana (Hope Hardware) - \$25,000 (FY2015-2016)
- 214 E. Louisiana (Hope Hardware) - \$25,000 (FY2014-2015)
- Cotton Mill - \$500,000 (FY2014)

#### **FINANCIAL IMPACT:**

- The FY2017-2018 annual budget for TIRZ No. 1 includes funding for Vacant/Underutilized Sites/Building incentives up to \$100,000 per fiscal year, with a \$25,000 maximum per project.



**SUPPORTING MATERIALS:**

[Resolution](#)

[207 E. Virginia St. 380 Agreement](#)

[Supporting Documentation](#)

**RESOLUTION NO. 2017-12-\_\_\_ (TR1R)**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF  
REINVESTMENT ZONE NUMBER ONE, CITY OF MCKINNEY, TEXAS  
APPROVING A CHAPTER 380 ECONOMIC DEVELOPMENT AND  
PROJECT PLAN IMPLEMENTATION AGREEMENT WITH GATHER  
RESTAURANT, LLC FOR THE 207 E. VIRGINIA STREET – GATHER IN  
DOWNTOWN MCKINNEY AWNINGS PROJECT**

**WHEREAS,** on the 21st day of September, 2010, the City Council of the City of McKinney, Texas approved tax increment financing Reinvestment Zone Number One, City of McKinney (the “Zone”), pursuant to the Tax Increment Financing Act, Chapter 311 of the Texas Tax Code, as amended; and

**WHEREAS,** Ordinance Number 2010-09-034, as amended which created the Zone, also created and established a board of directors for the Zone; and

**WHEREAS,** the Zone is a duly constituted reinvestment zone under Chapter 311 of the Texas Tax Code, as amended, acting by and through its duly appointed Board of Directors; and

**WHEREAS,** pursuant to Section 311.011(a) of the Tax Increment Financing Act, as amended, the board of directors of a reinvestment zone shall prepare, or cause to be prepared, and adopt a project plan and financing plan for the zone and submit the plans to the governing body of the municipality that created the zone for its approval; and

**WHEREAS,** on October 19, 2010 the Board of Directors of Reinvestment Zone Number One (“Board”) adopted the Project Plan and Financing Plan for the Zone by Resolution Number 2010-10-010 (TR1R); and

**WHEREAS,** on November 16, 2010 the City Council of the City of McKinney, Texas approved the adopted Project Plan and Financing Plan for the Zone by Resolution Number 2010-11-141(R); and

**WHEREAS,** on September 2, 2014 the Board approved Resolution Number 2014-09-002 (TR1R) providing for the allocation and awarding of TIRZ No. 1 funds for “Catalyst Projects” as defined by the approved Project Plan and Finance Plan for vacant/underutilized sites/buildings; and

**WHEREAS,** Gather Restaurant, LLC (hereinafter “Gather”) is making streetscape improvements to the front portion of the building situated at 207 E. Virginia Street, McKinney, Texas, wholly within Reinvestment Zone Number One in the City of McKinney, Texas, by removing the existing fabric awnings and replacing such awnings with a fifty-one foot (51’) long metal canopy that projects four feet (4’) away from and along the front of the subject building (the “Project”); and

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

**WHEREAS,** the Board has concluded and hereby finds that entering into a Chapter 380 Economic Development and Project Plan Implementation Agreement for the Project with Gather promotes economic development in the Zone and, as such, meets the requisites under Section 311.011(h) of the Tax Increment Financing Act and Chapter 380 of the Texas Local Government Code and further, is in the best interests of the Zone and Gather.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF REINVESTMENT ZONE NUMBER ONE, MCKINNEY, TEXAS, THAT:**

- Section 1. The Board of Directors of Reinvestment Zone Number One, City of McKinney, Texas hereby approves the Chapter 380 Economic Development and Project Plan Implementation Agreement with Gather Restaurant, LLC for the 207 E. Virginia Street – Gather in Downtown McKinney Awnings Project.
- Section 2. The Board also hereby authorizes the Board’s Chairman to execute the Chapter 380 Economic Development and Project Plan Implementation Agreement with Gather Restaurant, LLC for the 207 E. Virginia Street – Gather in Downtown McKinney Awnings Project on behalf of the Board.
- Section 3. This Resolution shall take effect immediately from and after the date of passage and is so resolved.

**DULY PASSED AND APPROVED BY THE BOARD OF DIRECTORS OF REINVESTMENT ZONE NUMBER ONE, MCKINNEY, TEXAS ON THE 5<sup>TH</sup> DAY OF DECEMBER, 2017.**

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DON DAY  
Chairman

ATTEST:

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SANDY HART, TRMC, MMC  
City Secretary  
DENISE VICE, TRMC  
Assistant City Secretary

APPROVED AS TO FORM:

---

MARK S. HOUSER  
City Attorney

**REINVESTMENT ZONE NUMBER ONE, CITY OF MCKINNEY  
AND  
GATHER RESTAURANT, LLC  
CHAPTER 380 ECONOMIC DEVELOPMENT AND  
PROJECT PLAN IMPLEMENTATION AGREEMENT FOR  
207 E. VIRGINIA STREET – GATHER IN DOWNTOWN MCKINNEY  
AWNINGS PROJECT**

**WHEREAS, *GATHER RESTAURANT, LLC*** (hereinafter “Gather”) is entering into this Chapter 380 Economic Development and Project Plan Implementation Agreement for an Awnings Project (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 making streetscape improvements to the front portion of the building situated at 207 E. Virginia Street, McKinney, Texas (“Structure”) by removing the existing fabric awnings and replacing such awnings with a fifty-one foot (51’) long metal canopy that projects four feet (4’) away from and along the front of the Structure, and which project is known as the ***GATHER IN DOWNTOWN MCKINNEY AWNINGS 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 Gather based on the timely satisfaction of the conditions and upon the timely completion of the Project, including but not limited to making streetscape improvements to the front portion of the Structure by removing the existing fabric awnings and replacing such awnings with a fifty-one foot (51’) long metal canopy that projects four feet (4’) away from and along the front of the Structure 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) of the Tax Increment Financing Act, as amended, 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 Gather 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 311.011(h) of the Tax Increment Financing Act, as amended, and Chapter 380 of the Texas Local Government Code and further, is in the best interests of the TIRZ, Gather, 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 Gather agree as follows:

## **SECTION 1. TERM**

This Agreement shall be effective from the Effective Date until July 31, 2018, 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 Gather under the terms of this Agreement of an amount not to exceed Sixteen Thousand Eight Hundred Twenty-Five and Sixty-Nine/100 Dollars (\$16,825.69) 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 207 E. Virginia Street – Gather in Downtown McKinney Awnings Project and involves the replacement of the existing fabric awnings with a metal canopy that runs along the front of the Structure. The specific renovations eligible for reimbursement shall include, and are limited to, removing the existing fabric awnings and replacing such awnings with a fifty-one foot (51’) long metal canopy that projects four feet (4’) away from and along the front of the Structure in strict conformity to the City’s Ordinances, and approval of a Certificate of Appropriateness for the

Project. Approved expenditures for the Project shall be referred to as the “Eligible Costs”.

- e. Gather. The word “Gather” means Gather Restaurant, LLC a Texas limited liability company, including its assigns and successors-in-interest. For purposes of this Agreement, Gather’s address is 207 E. Virginia Street, McKinney, Texas 75069.
- 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 **Sixteen Thousand Eight Hundred Twenty-Five and Sixty-Nine /100 Dollars (\$16,825.69)** for Eligible Costs, which shall be payable upon the satisfaction of the express terms and conditions described in Section 4 below. Subject to Gather’s complete and continuous satisfaction of the Section 4 conditions, the TIRZ agrees to process the Grant within thirty (30) days after receipt of Gather’s complete and correct Grant Submittal Package. Notwithstanding the foregoing, the Grant shall not be funded until: (1) Gather 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 GATHER**

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

- a. Gather shall fund and complete the Project on or before July 31, 2018, and shall receive a final “green tag” inspection for the Project at the building at 207 E. Virginia Street on or before that date;
- b. Gather 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 **Exhibit “A,”** and “as built” plans for any and all Project work shown on **Exhibit “B,”** both of which exhibits are attached hereto, and (3) all cost and payment documentation of Gather and its 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. Gather 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 Gather in accordance with Section 3 of this Agreement.
- b. Gather'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 Gather shall not be in default, Gather 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. Gather shall be entitled to receive from TIRZ any Grant payments due Gather through the date of termination.

If the TIRZ exercises its rights to terminate this Agreement, Gather 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. Gather warrants and represents that it 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.
- g. **Effective Date.** The effective date (the "Effective Date") of this Agreement shall be the date of the later to execute this Agreement by Gather and the TIRZ.
- h. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

**GATHER RESTAURANT, LLC**

By: \_\_\_\_\_

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

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

Date Signed: \_\_\_\_\_



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

By: \_\_\_\_\_  
Don Day, Chairman

Date Signed: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Name: Sandy Hart, TRMC, MMC  
Title: TIRZ SECRETARY  
Date: \_\_\_\_\_

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 \_\_\_\_\_, 2017, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

Exhibit "B"

DESIGN PLANS

History: Original

8/4/2017

Qty: 1 Metal Canopy  
Width: 50'-0"  
Projection: 4'-0"  
Height: 8"



Approved By:

These plans are the exclusive property of Suntec Industries and are the result of the creative work for the sole purpose of construction of whatever is purchased, plans or to purchase a product manufactured according to these plans. Distribution or exhibition of these plans to anyone other than an employee of your company or use of these plans to construct a product similar to the one embodied herein is expressly forbidden. In the event that this occurs, Suntec Industries expect to be paid a design fee and reimbursed for the time and effort involved in creating these designs or plans for your company.

**Suntec**<sup>®</sup>  
SIGNS & AWNINGS

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DALLAS, TEXAS 75247  
214-630-1116  
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email: Sales@suntecindustries.com  
www.suntecindustries.com

Gather

Scale:  
NTS

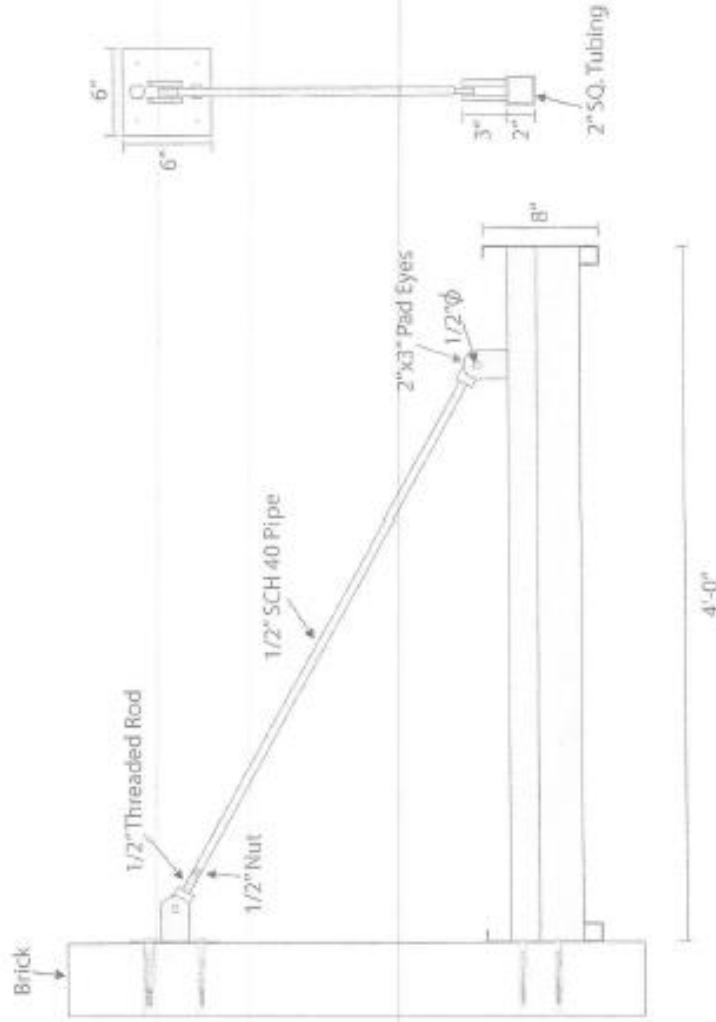
Proof Page 1

Qty: 1 Metal Canopy  
Width: 50'-0"  
Projection: 4'-0"  
Height: 8"

8/4/2017

History: Original

Approved By:



## CANOPY SIDE VIEW

These plans are the exclusive property of Suntec Industries and are the result of the original work for the sole purpose of consideration of whether to purchase these plans or to purchase a product manufactured according to these plans. Distribution or reproduction of these plans to anyone other than an employee of your company or use of these plans to construct a product similar to the one embodied herein is expressly forbidden. In the event that this should occur, Suntec Industries agrees to be paid a design fee and reimbursement for the time and effort involved in creating these designs or plans for your company.

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214-630-1116

Gather

**SIGNS & AWNINGS**  
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email: Sales@suntecindustries.com  
www.suntecindustries.com

Scale:  
NTS

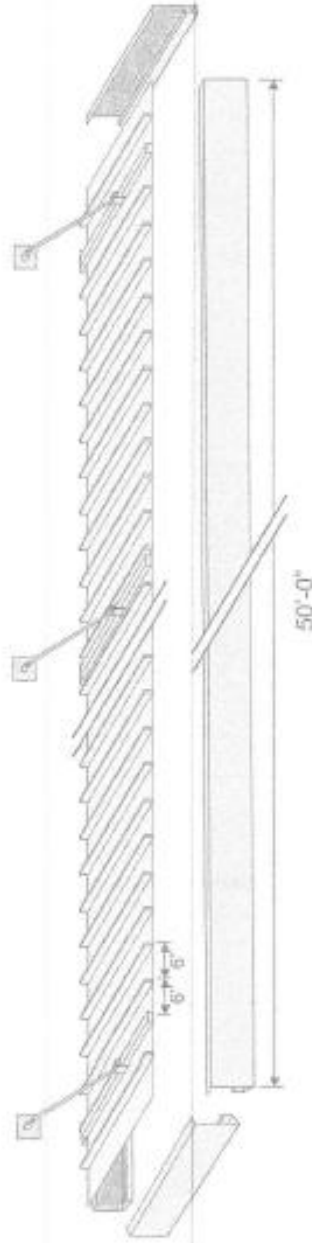
Proof Page 2



Qty: 1 Metal Canopy  
Width: 50'-0"  
Projection: 4'-0"  
Height: 8"

8/4/2017

History: Original



## CANOPY ANGLE VIEW

Approved By:

These plans are the exclusive property of Suntec Industries and are the result of the original work for the sole purpose of consideration of whether to purchase these plans or to purchase a product manufactured according to these plans. Distribution or exhibition of these plans to anyone other than an employee of your company or use of these plans to construct a product similar to the one embodied herein is expressly forbidden. In the event that this should occur, Suntec Industries expect to be paid a design fee and reimbursement for the time and effort expended in creating these designs or plans for your company.

**suntec**<sup>®</sup> 3220 QUEBEC STREET DALLAS, TEXAS 75247  
214-630-1116

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www.suntecindustries.com

Gather

Scale:  
N.T.S.

Proof Page 3

8/4/2017

History: Original

Qty: 1 Metal Canopy  
Width: 50'-0"  
Projection: 4'-0"  
Height: 8"



Approved By:

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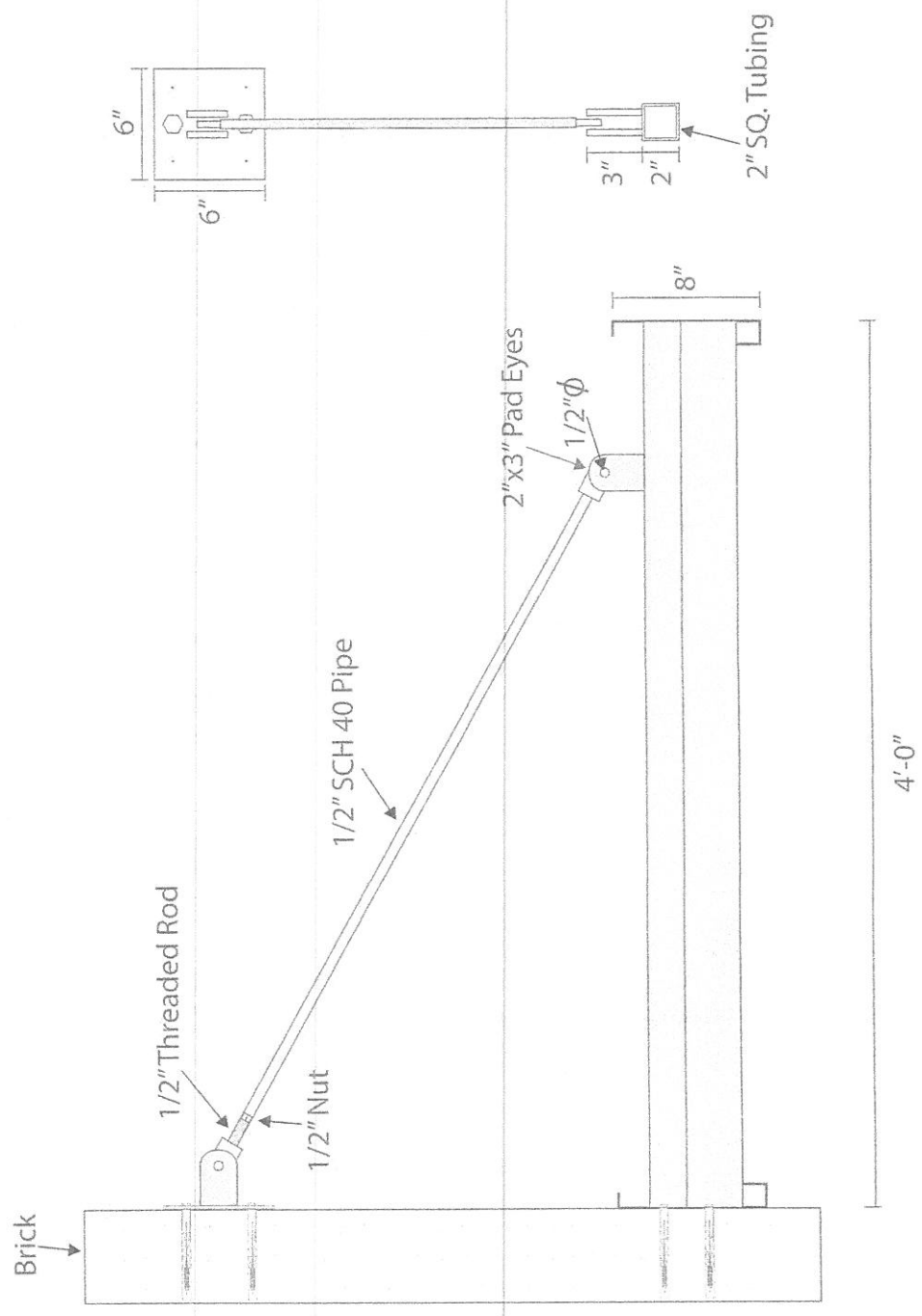
Gather

Scale:  
NTS

Proof Page 1



Qty: 1 Metal Canopy  
Width: 50'-0"  
Projection: 4'-0"  
Height: 8"



# CANOPY SIDE VIEW

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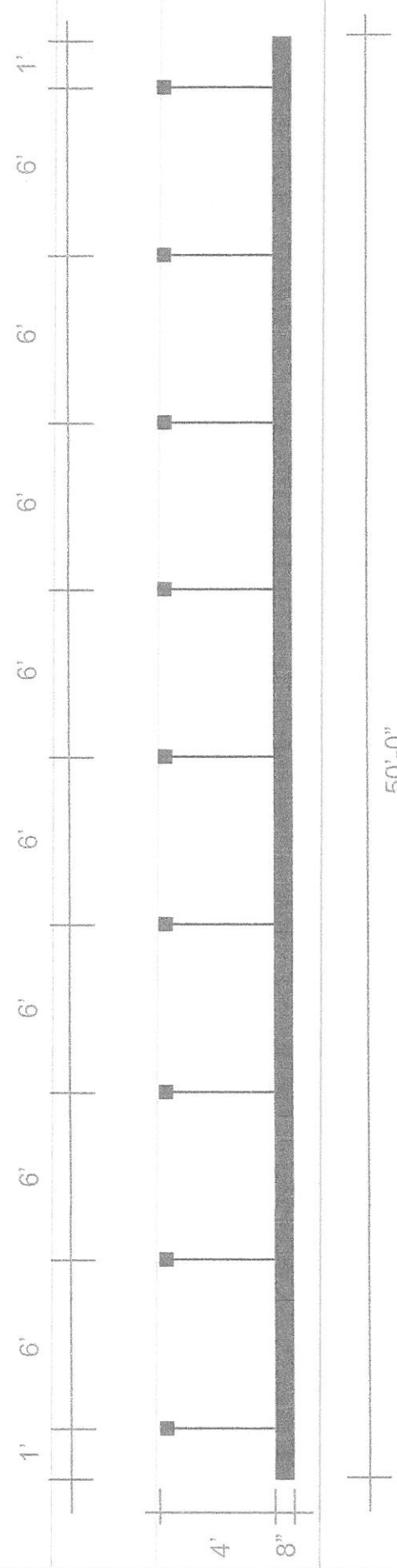
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8/4/2017

Qty: 1 Metal Canopy  
Width: 50'-0"  
Projection: 4'-0"  
Height: 8"

History: Original



# Canopy Front View

Approved By:

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17-1167

**TITLE:** Consider/Discuss/Act on a Resolution Approving a Chapter 380 Economic Development Agreement with DFA 205, LP for the project at 205 W. Louisiana Street

**MEETING DATE:** December 5, 2017

**DEPARTMENT:** Planning

**CONTACT:** Matt Robinson, AICP, Planning Manager  
Brian Lockley, AICP, Director of Planning  
Michael Quint, Executive Director of Development Services

**RECOMMENDED ACTION:**

- Staff recommends approval of the proposed resolution.

**ITEM SUMMARY:**

- The proposed agreement with DFA 205, LP and the City of McKinney is intended for the primary purpose of assisting with fire safety improvements.
- The redevelopment project, located at 205 W. Louisiana Street, is a TIRZ-eligible project in the approved Project Plan of TIRZ No. 1. The project falls under the category of Vacant/Underutilized Sites/Buildings as defined in the TIRZ Project Plan.
- Under the policy governing allocation and/or awarding of TIRZ No. 1 funds for Vacant/Underutilized Site/Buildings as defined by the approved Project Plan, reimbursement and or grant requests are limited to a maximum of \$25,000 per qualifying project, with a maximum of \$100,000 awarded for qualifying vacant/underutilized site/buildings during each fiscal year.
- The applicant is requesting an economic development grant from Reinvestment Zone Number One to assist with the expense associated with making the following improvements:
  - Fire safety improvements consisting of a fire suppression system and fire alarm system.

- The applicant has received approval of a Certificate of Appropriateness from the Historic Preservation Officer for the proposed façade improvements.
- The applicant shall submit a grant submittal package to staff including all cost and payment documentation. Staff shall verify that the expenditures were made in such amounts prior to any Grant disbursement.

#### **BACKGROUND:**

- TIRZ has the authority under Section 311 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 businesses and commercial activity within the TIRZ.
- This project has been established as an eligible project in the TIRZ Project Plan under the category of Vacant/Underutilized Sites/Buildings, which is defined as “Relatively smaller projects (under \$5.0 million) for the incremental redevelopment of vacant/underutilized Town Center sites or buildings.” Such sites are limited to the area shown as Vacant/Underutilized Building Improvement Area shown on Figure 3 of the TIRZ Project Plan.
- For qualifying Vacant/Underutilized Site/Buildings, reimbursement or grant requests are limited to a maximum of \$25,000 per project, with an overall maximum of \$100,000 being awarded each fiscal year for Vacant/Underutilized Site/Buildings project types. Reimbursement and/or grant requests are funded on a first-come, first-serve basis until the maximum fiscal year allotment has been reached. To date for FY2017-2018, there have been no reimbursement or grant requests for Vacant/Underutilized Site/Buildings.
- Projects that have received funding from TIRZ No.1 are listed below:

##### Vacant/Underutilized Sites/Buildings

- 100 E. Louisiana Street - \$25,000 (FY2016-2017)
- 101 Louisiana Street - \$25,000 (FY2015-2016)
- 101 Louisiana Street - \$25,000 (FY2015-2016)
- 214 E. Louisiana (Hope Hardware) - \$25,000 (FY2015-2016)
- 214 E. Louisiana (Hope Hardware) - \$25,000 (FY2014-2015)
- Cotton Mill - \$500,000 (FY2014)

#### **FINANCIAL IMPACT:**

- The FY2017-2018 annual budget for TIRZ No. 1 includes funding for Vacant/Underutilized Sites/Building incentives up to \$100,000 per fiscal year, with a \$25,000 maximum per project.

**SUPPORTING MATERIALS:**

[Resolution](#)

[205 W Louisiana 380 Agreement](#)

[Proposed Building Elevations](#)

**RESOLUTION NO. 2017-12-\_\_\_ (TR1R)**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF  
REINVESTMENT ZONE NUMBER ONE, CITY OF MCKINNEY, TEXAS  
APPROVING A CHAPTER 380 ECONOMIC DEVELOPMENT AND  
PROJECT PLAN IMPLEMENTATION AGREEMENT WITH DFA 205, LP  
FOR THE 205 W. LOUISIANA STREET OFFICE BUILDING PROJECT**

**WHEREAS**, on the 21st day of September, 2010, the City Council of the City of McKinney, Texas approved tax increment financing Reinvestment Zone Number One, City of McKinney (the “Zone”), pursuant to the Tax Increment Financing Act, Chapter 311 of the Texas Tax Code, as amended; and

**WHEREAS**, Ordinance Number 2010-09-034, as amended which created the Zone, also created and established a board of directors for the Zone; and

**WHEREAS**, the Zone is a duly constituted reinvestment zone under Chapter 311 of the Texas Tax Code, as amended, acting by and through its duly appointed Board of Directors; and

**WHEREAS**, pursuant to Section 311.011(a) of the Tax Increment Financing Act, as amended, the board of directors of a reinvestment zone shall prepare, or cause to be prepared, and adopt a project plan and financing plan for the zone and submit the plans to the governing body of the municipality that created the zone for its approval; and

**WHEREAS**, on October 19, 2010 the Board of Directors of Reinvestment Zone Number One (“Board”) adopted the Project Plan and Financing Plan for the Zone by Resolution Number 2010-10-010 (TR1R); and

**WHEREAS**, on November 16, 2010 the City Council of the City of McKinney, Texas approved the adopted Project Plan and Financing Plan for the Zone by Resolution Number 2010-11-141(R); and

**WHEREAS**, on September 2, 2014 the Board approved Resolution Number 2014-09-002 (TR1R) providing for the allocation and awarding of TIRZ No. 1 funds for “Catalyst Projects” as defined by the approved Project Plan and Finance Plan for vacant/underutilized sites/buildings; and

**WHEREAS**, DFA 205, LP (hereinafter “DFA”) is installing underground utilities and fire suppression systems for a new two-story office/retail/restaurant building with one floor of underground parking being constructed at 205 W. Louisiana Street, McKinney, Texas, wholly within Reinvestment Zone Number One in the City of McKinney, Texas, (the “Project”); and

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

**WHEREAS**, the Board has concluded and hereby finds that entering into a Chapter 380 Economic Development and Project Plan Implementation Agreement for the Project with DFA promotes economic development in the Zone and, as such, meets the requisites under Section 311.011(h) of the Tax Increment Financing Act and Chapter 380 of the Texas Local Government Code and further, is in the best interests of the Zone and DFA.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF REINVESTMENT ZONE NUMBER ONE, MCKINNEY, TEXAS, THAT:**

- Section 1. The Board of Directors of Reinvestment Zone Number One, City of McKinney, Texas hereby approves the Chapter 380 Economic Development and Project Plan Implementation Agreement with DFA 205, LP for the Project.
- Section 2. The Board also hereby authorizes the Board's Chairman to execute the Chapter 380 Economic Development and Project Plan Implementation Agreement with DFA 205, LP for the Project on behalf of the Board.
- Section 3. This Resolution shall take effect immediately from and after the date of passage and is so resolved.

**DULY PASSED AND APPROVED BY THE BOARD OF DIRECTORS OF REINVESTMENT ZONE NUMBER ONE, MCKINNEY, TEXAS ON THE 5<sup>th</sup> DAY OF DECEMBER, 2017.**

By: \_\_\_\_\_  
TRACY RATH  
Chairperson

ATTEST:

\_\_\_\_\_  
SANDY HART, TRMC, MMC  
City Secretary  
DENISE VICE, TRMC  
Assistant City Secretary

APPROVED AS TO FORM:

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

**REINVESTMENT ZONE NUMBER ONE, CITY OF MCKINNEY  
AND DFA 205, LP  
CHAPTER 380 ECONOMIC DEVELOPMENT AND  
PROJECT PLAN IMPLEMENTATION AGREEMENT FOR  
205 W. LOUISIANA STREET OFFICE BUILDING PROJECT**

**WHEREAS, *DFA 205, LP*** (hereinafter “DFA”) is entering into this Chapter 380 Economic Development and Project Plan Implementation Agreement for a new building construction project (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 installing underground utilities and fire safety systems for a new two-story office/retail/restaurant building with one floor of underground parking being constructed at 205 W. Louisiana Street, McKinney, Texas (“Structure”), and which project is known as the ***205 W. LOUISIANA STREET OFFICE BUILDING 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 DFA based on the timely satisfaction of the conditions and upon the timely completion of the Project, including but not limited to designing, constructing and installing underground utilities and fire safety systems 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) of the Tax Increment Financing Act, as amended, 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 DFA 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 311.011(h) of the Tax Increment Financing Act, as amended, and Chapter 380 of the Texas Local Government Code and further, is in the best interests of the TIRZ, DFA, 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 DFA agree as follows:

## **SECTION 1. TERM**

This Agreement shall be effective from the Effective Date until October 1, 2018, 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 DFA under the terms of this Agreement of an amount not to exceed Twenty-Five Thousand and Zero/100 Dollars (\$25,000.00) 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 205 W. Louisiana Street Office Building Project and involves the installation of underground utilities and a fire safety system including, but not necessarily limited to, a fire sprinkler system and a fire alarm system within the new two-story office/retail/restaurant building and underground parking garage under construction at 205 W. Louisiana Street, McKinney, Texas 75069, in strict conformity to the City's Ordinances, and approval of a Certificate of Appropriateness for the Project. Approved expenditures for the Project shall be referred to as the "Eligible Costs".
- e. DFA. The word "DFA" means DFA 205, LP, a Texas limited partnership, including its assigns and successors-in-interest. For purposes of this Agreement, DFA's address is 110 E. Louisiana Street, Suite 200, McKinney, Texas 75069.

- 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 Zero/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 DFA’s complete and continuous satisfaction of the Section 4 conditions, the TIRZ agrees to process the Grant within thirty (30) days after receipt of DFA’s complete and correct Grant Submittal Package. Notwithstanding the foregoing, the Grant shall not be funded until: (1) DFA 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 DFA**

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

- a. DFA shall fund and complete the Project on or before October 1, 2018, and shall receive a final “green tag” inspection for the Project at the office building located at 205 W. Louisiana Street on or before that date;
- b. DFA 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 **Exhibit “A,”** and “as-built” plans for any and all Project work shown on **Exhibit “B,”** both of which exhibits are attached hereto, and (3) all cost and payment documentation of DFA and its 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. DFA 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 DFA in accordance with Section 3 of this Agreement.

- b. DFA'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 DFA shall not be in default, DFA 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. DFA shall be entitled to receive from TIRZ any Grant payments due DFA through the date of termination.

If the TIRZ exercises its rights to terminate this Agreement, DFA 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. DFA warrants and represents that it 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.
- g. **Effective Date.** The effective date (the "Effective Date") of this Agreement shall be the date of the later to execute this Agreement by DFA and the TIRZ.
- h. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

**DFA 205, LP**, a Texas Limited Partnership, acting by and through its General Partner **DFA, LTD.**, a Texas limited liability company

By: \_\_\_\_\_

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

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

Date Signed: \_\_\_\_\_

*[Signatures continued on following page.]*

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

By: \_\_\_\_\_  
TRACY RATH  
Chairperson

Date Signed: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Name: Sandy Hart, TRMC, MMC  
Title: TIRZ SECRETARY  
Date: \_\_\_\_\_

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: \_\_\_\_\_

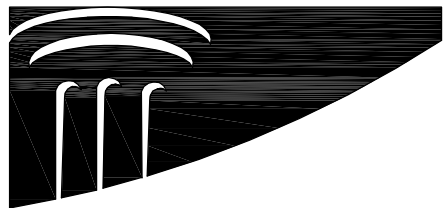
SUBSCRIBED AND SWORN TO before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

**Exhibit “B”**

DESIGN PLANS





Architecture · Design · Planning

Matthew King  
Architect

Phone: 469-742-0678  
mattking@mkingsarchitect.com

©Matthew King Architect

PRELIMINARY NOT  
FOR REGULATORY APPROVAL,  
PERMITTING OR CONSTRUCTION.  
FOR INTERIM REVIEW ONLY.  
MATTHEW P. KING  
ARCHITECT  
TX REGISTRATION  
NO. 17957

July 11, 2017



**NORTH WALL AREA: 5,239\_SF**  
100% MASONRY (LESS STOREFRONT)  
STOREFRONT & WINDOWS: 1,257 SF

**VISUAL LIGHT TRANSMITTANCE**  
TO MAINTAIN VISUAL APPEARANCE, ALL WINDOW  
GLASS SHALL HAVE A VISUAL LIGHT TRANSMITTANCE  
OF 0.60 OR 60% OR GREATER.

**1 north elevation**  
scale: 3/16" = 1'-0"

BUILDING PERMIT COPY  
APPROVED BY PLANNING DEPARTMENT

**APPROVED**  
By Planning Department at 5:02 pm, Jul 13, 2017

**RECEIVED**  
By Planning Department at 2:42 pm, Jul 11, 2017

Owner:  
**DFA, LTD**  
110 E. Louisiana Suite 200A  
McKinney, Tx, 75069

Project:  
**205 W. Louisiana St**  
McKinney, Tx 75069

Scale: as noted  
Issue For:  
Pricing Issue: May 18, 2017  
Client Review June 7, 2017  
Site Plan: June 16, 2017  
City comments 7-11-17

**A5** Exterior  
Elev's

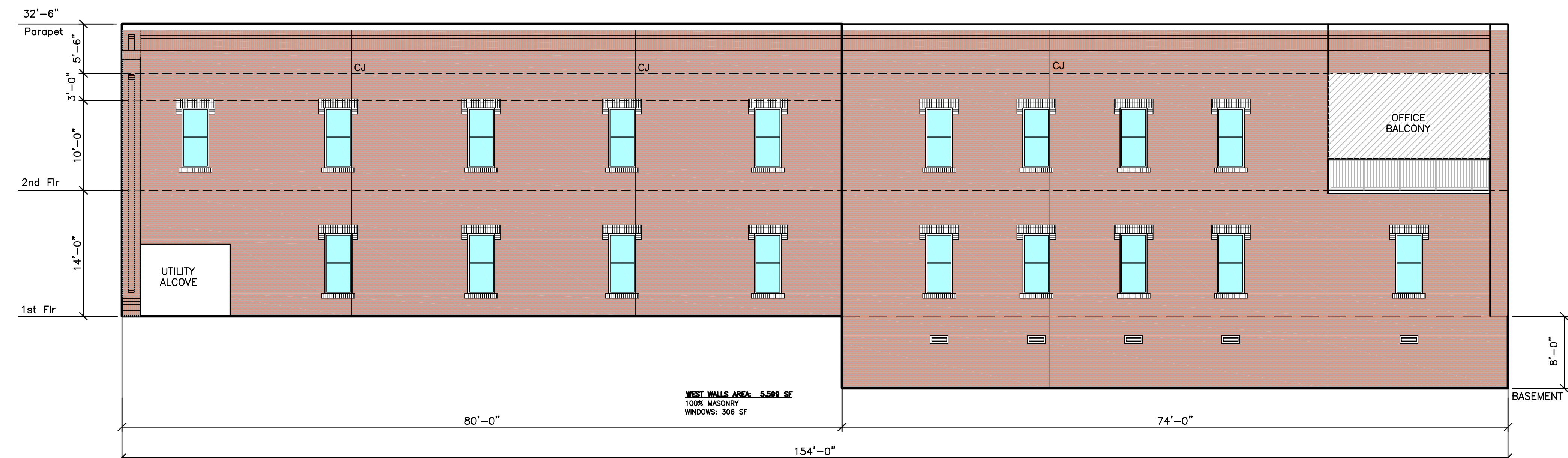
Sheet Number



GROUND FLOOR FACADE AREA: 749 SF  
GROUND FLOOR STOREFRONT AREA: 485 SF, 64.7%  
WEST WALLS AREA: 3,830  
100% MASONRY (LESS STOREFRONT)  
STOREFRONT & WINDOWS: 833 SF

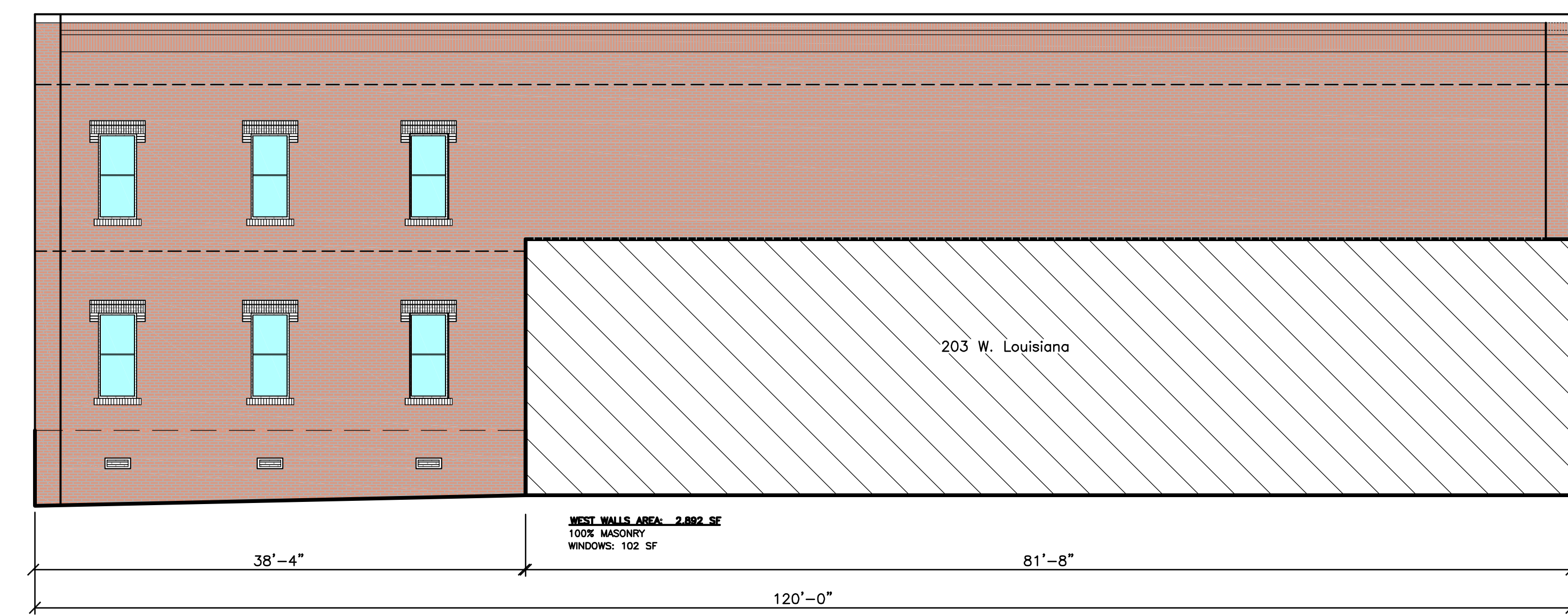
**VISUAL LIGHT TRANSMITTANCE**  
TO MAINTAIN VISUAL APPEARANCE, ALL WINDOW  
GLASS SHALL HAVE A VISUAL LIGHT TRANSMITTANCE  
OF 0.60 OR 60% OR GREATER.

**1 west elevation**  
scale: 1/8" = 1'-0"



WEST WALLS AREA: 5,599 SF  
100% MASONRY  
WINDOWS: 306 SF

**2 south elevation**  
scale: 1/8" = 1'-0"



WEST WALLS AREA: 2,892 SF  
100% MASONRY  
WINDOWS: 102 SF

**3 east elevation**  
scale: 1/8" = 1'-0"

BRICK NOTES:

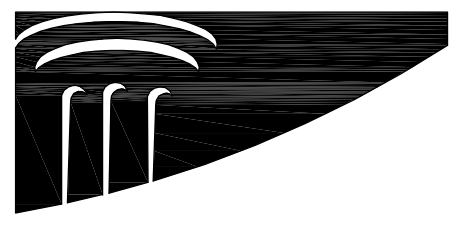
1. MTL FLASHING SHALL BE INSTALLED AT SILL, ABOVE ALL BEARING LINTELS AND SHELF ANGLES AND A FOLDED MTL FLASH DAM PROVIDED AT HEAD JOINTS LOCATED AT THE END OF ALL BEARING LINTELS AND SHELF ANGLES. FLASH IS TO EXTEND TO FORM DRIP ABOVE THE SEALANT JOINT.
2. HEAD JOINTS SHALL RECEIVE A FULL MORTAR BED, EXCEPT AT WEEP HOLE LOCATIONS.
3. WEEP HOLE SHALL BE PROVIDED IN HEAD JOINTS IMMEDIATELY ABOVE ALL FLASHING BY LEAVING THE HEAD JOINT FREE AND CLEAN OF MORTAR. WEEP HOLES SHALL BE SPACED AT MAX OF 24" OC
4. SEALANT AND COMPRESSIBLE JOINT SHALL BE PROVIDE IN BRICKWORK BELOW ALL BEARING LINTELS AND SHELF ANGLES.
5. VERTICAL CONTROL/EXPANSION JOINTS SHALL BE INSTALLED AT A HORIZONTAL SPACING NOT TO EXCEED 30' OC AND EXPANSION JOINTS SHALL RECEIVE BACKER ROD AND SEALANT.
6. MASON TO USE GRACE DRYBRICK MORTAR ADMIXTURE & GRACE INFINSEAL MASONRY SEALER.



**3 brick column detail**  
scale: nts

BUILDING PERMIT COPY  
APPROVED BY PLANNING DEPARTMENT

**APPROVED**  
By Planning Department at 5:02 pm, Jul 13, 2017



Architecture · Design · Planning

**Matthew King**  
Architect

Phone: 469-742-0678  
mattking@mkingsarchitect.com

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PRELIMINARY NOT  
FOR REGULATORY APPROVAL,  
PERMITTING OR CONSTRUCTION.  
FOR INTERIM REVIEW ONLY.

MATTHEW P. KING  
ARCHITECT  
TX REGISTRATION  
NO. 17957

July 11, 2017

Owner:

**DFA, LTD**

110 E. Louisiana Suite 200A  
McKinney, Tx, 75069

Project:

**205 W. Louisiana St**  
McKinney, Tx 75069

Scale: as noted

Issue For:

Pricing Issue: May 18, 2017

Client Review June 7, 2017

Site Plan: June 16, 2017

City comments 7-11-17

**A5.1** Exterior  
Elev's

Sheet Number