

STATE OF TEXAS

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**Inter-Local Cooperation Agreement for Participation in
Richardson TIF Zone Number Two**

COUNTY OF COLLIN

This Inter-Local Cooperation Agreement for Participation in City of Richardson TIF Zone Number Two (“Agreement”) is made by and between the City of Richardson, Texas (the “City”) and Collin County, Texas (the “County”), acting by and through their respective authorized officers.

WITNESSETH:

WHEREAS, on the 14th day of November, 2011, the Richardson City Council approved Ordinance No. 3844 establishing City of Richardson Tax Increment Financing Reinvestment Zone Number Two (the “TIF Zone Number Two”) in accordance with the Tax Increment Financing Act, as V.T.C.A., Tax Code, Chapter 311, (the “Act”), to promote development and redevelopment through the use of tax increment financing and designating the TIF Zone Number Two pursuant to the Act; and

WHEREAS, the City Council and Board of Directors of TIF Zone Number Two approved the final Project and Financing Plan on December 10, 2012; and

WHEREAS, the City, by Ordinance No. 3844, contributes sixty-six and 67/100 percent (66.67%) of the Tax Increment for a period of twenty-five (25) years to the Tax Increment Fund (hereinafter defined) for design, installation, and construction of Infrastructure (hereinafter defined) and other authorized projects for or within TIF Zone Number Two; and

WHEREAS, the County intends to contribute fifty percent (50%) of the Tax Increment for a period of twenty-four (24) years to the Tax Increment Fund for Project Specific Categories (hereinafter defined); and

WHEREAS, the County has conducted a public hearing at which interested persons were entitled to speak and present written materials for or against the approval of the County’s participation as required in the Texas Tax Code Section 311.003; and

WHEREAS, the Collin County Commissioners Court finds that the terms of the proposed participation as set forth in this Agreement will meet the Collin County Policy for participation in Tax Increment Financing Zones and that: (i) there will be no substantial adverse effect on the provision of the jurisdiction’s service or tax base; and (ii) participation will not substantially adversely affect the County’s ability to carry out its long range development plans; and

WHEREAS, the Act authorizes the expenditure of funds derived within a tax increment financing reinvestment zone for the payment of expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the municipality establishing a

reinvestment zone that are listed in the project plan of the reinvestment zone, which expenditures and monetary obligations constitute project costs as defined by the Act.

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, the parties agree as follows:

Article I Definitions

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

“Act” shall mean the Tax Increment Financing Act, Chapter 311, Tax Code, as amended.

“Board” shall mean the Board of Directors of TIF Zone Number Two.

“Captured Appraised Value” shall mean the total taxable value of all real property taxable by a Taxing Unit and located in TIF Zone Number Two for the year less the Tax Increment Base of the Taxing Unit.

“City” shall mean the City of Richardson, Collin County, Texas.

“County” shall mean Collin County, Texas.

“Effective Date” shall mean the last date of execution hereof.

“Expiration Date” shall mean the date of termination of TIF Zone Number Two.

“Infrastructure” shall mean public infrastructure consisting of public streets and roads, water, sewer and electric utilities, gas utilities, drainage, trails, open space and related improvements, within TIF Zone Number Two, including: (1) the design, engineering and construction of public streets, roads, streetscape, traffic signals, bridges, parking facilities and other transportation projects; (2) the design, engineering, construction and installation of water, electric and gas and other utilities; (3) the design, engineering, construction and installation of drainage and related improvements, storm sewers, detention ponds, retention ponds, drainage pipes, culverts, over-sizing of facilities, trails, open space, and urban design elements within TIF Zone Number Two as identified in the Project Plan.

“Maximum Reimbursement Amount” shall mean an amount of no more than Thirty-Six Million Dollars (\$36,000,000) of the County’s Tax Increment which shall be deposited in the Tax Increment Fund during the term of TIF Zone Number Two and used for Project Specific Categories and financing costs eligible for County participation as shown in the Project Plan and as more specifically described in **Exhibit “A”**.

“Project Plan” shall mean the project plan and financing plan for TIF Zone Number Two approved by the Board and the City Council for the City on December 10, 2012, as amended.

“Project Specific Categories” shall mean Infrastructure elements identified in the Project Plan and as further described in Exhibit “A”, towards which the County agrees to contribute its Tax Increment.

“Tax Increment” shall mean the total amount of property taxes by a Taxing Unit for the year on the Captured Appraised Value of real property taxable by a Taxing Unit and located in TIF Zone Number Two.

“Tax Increment Base” shall mean the total taxable value of all real property taxable by a Taxing Unit and located in the TIF Zone Number Two for the year in which TIF Zone Number Two was designated (2011).

“Tax Increment Fund” shall mean the funds deposited by the City and any Taxing Unit in the tax increment fund for TIF Zone Number Two.

“Taxing Unit” shall mean the City of Richardson, Collin County, Texas and any Taxing Unit that taxes real property within TIF Zone Number Two that enters into an agreement with the City to contribute to the Tax Increment Fund.

“TIF Zone Number Two” shall mean City of Richardson Tax Increment Financing Zone Number Two.

Article II Term

The term of this Agreement shall begin on the Effective Date and shall continue until the Expiration Date, unless sooner terminated as provided herein.

Article III TIF Projects

3.1 In consideration of the mutual benefits to be derived from the funding of the TIF Zone Number Two Improvements and in consideration of the increased future tax base generated from this development, County shall contribute an amount equal to fifty percent (50%) of its Tax Increment to the Tax Increment Fund pursuant to the Act and as authorized by the Collin County Commissioners’ Court Order No. _____ dated _____, 2013 not to exceed the Maximum Reimbursement Amount. The County shall annually pay its Tax Increment to the Tax Increment Fund beginning with tax year 2013 and continue during the term of TIF Zone Number Two until the Expiration Date, unless sooner terminated as provided herein.

3.2 The County is not obligated to pay the County Tax Increment from any source other than taxes collected on the Captured Appraised Value. Furthermore, the County has no

duty or obligation to pay the County Tax Increment from any other County taxes or revenues or until the County Tax Increment in the TIF Zone Number two is actually collected. The obligation to pay the County Tax Increment accrues as taxes representing the County Tax Increment are collected by the County, and payment shall be due on May 1 of each year the County participates in the TIF Zone Number Two. No interest or penalty will be charged to the County for any late payment received from the County; provided, however, the penalty and interest received by the County on any delinquent taxes from the County Tax Increment shall be paid to the Tax Increment Fund. Any portion of the taxes representing the County Tax Increment that are paid to the County and subsequently refunded pursuant to a provision of the Texas Tax Code, as amended, shall be offset against future payments to the Tax Increment Fund. Further, the County is not required to pay a Tax Increment into the Tax Increment Fund of the TIF Zone Number Two after three (3) years from the date the TIF Zone Number Two is created unless the following conditions exist or have been met within the three (3) year period: (i) the City has acquired property in the TIF Zone Number Two pursuant to the Project Plan; or (ii) construction of improvements pursuant to the Project Plan has begun in the TIF Zone Number Two; or (iii) a development agreement (or agreements) has been approved for Project costs in the TIF Zone Number Two.

3.3 The obligation of the County to participate in the TIF Zone Number Two is limited to the area described in the Project Plan. The County's participation does not extend to the tax increment on any additional property added to the TIF Zone Number Two unless the County specifically agrees to participate in the additional area.

3.4 Notwithstanding anything to the contrary in City's Ordinance creating the TIF Zone Number Two, pursuant to the provisions of Section 311.009(a) of the Texas Tax Code, as amended, the County shall have the right to appoint and thereafter at all times maintain one (1) member on the Board of Directors of the TIF Zone Number Two. Failure of the County to appoint a person to the Board of Directors of the TIF Zone Number Two shall not be deemed a waiver of the County's right to make an appointment at a later date. The County will make good faith efforts to appoint and maintain a person to serve on the Board.

3.5 The City agrees to provide the County with any proposed amendments to the Project Plan at least fourteen (14) days prior to their submission to the City Council for approval.

3.6 Upon termination of the TIF Zone Number Two, and after all obligations of the TIF Zone Number Two have been paid, the City and the Board shall pay to the County, within sixty (60) days of said termination, all monies remaining in the Tax Increment Fund that are attributable to the County Tax Increment paid by the County into the Tax Increment Fund.

3.7 The County's Tax Increment contributed to the Tax Increment Fund shall be applied in the following order of priority: (i) maintenance of a minimum balance of \$50,000 in the Tax Increment Fund; and (ii) for Infrastructure and financing costs as approved by the Board and the City Council for the City. The Tax Increment Fund may not be used for projects not included in the Project Plan. The County's tax increment may only be used for Infrastructure costs shown in the Project Specific Categories listed under the heading titled Collin County

Participation as shown in "Exhibit A", and for related financing costs also shown in Exhibit "A".

3.8 No portion of the Tax Increment contributed to the TIF Zone Number Two by the County may be paid to the City for administrative fees.

Article IV Termination

- 4.1 This Agreement shall terminate upon any one of the following:
- (a) by written agreement of the parties;
 - (b) upon the Expiration Date;
 - (c) by either party, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable;
 - (d) upon County contribution of the Maximum Reimbursement Amount to the Tax Increment Fund; and
 - (e) by the County in the event at least of one of the following has not occurred within three (3) years from the date the TIF Zone Number Two is created: (1) the City has acquired property in the TIF Zone Number Two pursuant to the Project Plan; or (2) construction of improvements pursuant to the Project Plan has begun in the TIF Zone Number Two; or (3) a development agreement (or agreements) has been approved for Project costs in the TIF Zone Number Two.

Article V Miscellaneous

5.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. This Agreement may not be assigned without the consent of either party.

5.2 Authorization. Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

5.3 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below or on the day actually received when sent by courier or otherwise hand delivered.

If intended for City, to:

Attn: Dan Johnson
City Manager
City of Richardson
Room 201
411 W. Arapaho Road
Richardson, Texas 75080

With copy to:

Peter G. Smith
Nichols, Jackson, Dillard
Hager & Smith, L.L.P.
1800 Lincoln Plaza
500 North Akard
Dallas, Texas 75201

If intended for County, to:

Judge Keith Self
Collin County Administration Building
Suite 4192
2300 Bloomdale Road
McKinney, Texas 75071

5.4 Entire Agreement. This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the parties that in any manner relates to the subject matter of this Agreement, except as provided in any exhibits attached hereto.

5.5 Governing Law. The Agreement shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Collin County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said Court.

5.6 Amendment. This Agreement may be amended by the mutual written agreement of the parties.

5.7 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

5.8 Recitals. The recitals to this Agreement are incorporated herein.

5.9 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

5.10 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

5.11 Approval of Parties. Whenever this Agreement requires or permits the approval or consent to be given by a party, the parties agree that such approval or consent shall not be unreasonably withheld, conditioned or delayed.

5.12 Further Assurances. Each party hereby agrees that it will take all actions and execute all documents necessary to fully carry out the purposes and intent of this Agreement.

5.13 Audits. The County may, at its costs, upon ten (10) days prior written notice to the City, examine and audit the City records pertaining to the collection and expenditure of County Tax Increment contributed to the Tax Increment Fund.

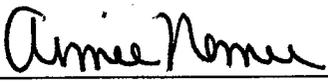
[Signature page to follow]

EXECUTED on this 14 day of May, 2013.

CITY OF RICHARDSON, TEXAS

By: 
Dan Johnson, City Manager

ATTEST:

By: 
Aimee Nemer, City Secretary

APPROVED AS TO FORM:

By: 
Peter G. Smith, City Attorney

EXECUTED on this 20 day of May, 2013.

COLLIN COUNTY, TEXAS

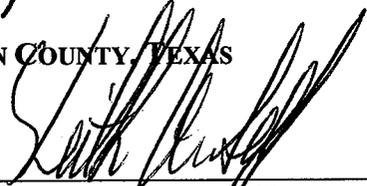
By: 
Honorable Keith Self, County Judge

Exhibit "A"

**City of Richardson and Collin County
Project Specific Categories for TIF Zone #2
(In thousands)**

Project Specific Categories	Estimates West of Plano Rd	Estimates East of Plano Rd	Proj Spec. Category Totals
City Participation			
Open Space - Land Acquisition Cost	\$ 6,067	\$ 1,963	\$ 8,030
Sidewalks/Trails	624	1,146	\$1,770
Street Landscaping	518	937	\$1,455
Electrical	2,276	2,276	\$4,552
Water	245	650	\$895
Sewer	217	575	\$792
Public Art	226	106	\$332
Parking Garages	9,000	13,500	\$22,500
Total City Participation Estimate	\$ 19,173	\$ 21,154	\$ 40,327
Collin County Participation			
Road Network - Land Acquisition Cost	\$ 8,677	\$ 1,609	\$ 10,286
Road Infrastructure (pvmnt, street lights/signals)	4,272	5,977	10,249
Stormwater Drainage	3,607	4,591	8,198
Sub-Total Land/Infrastructure	16,556	12,177	28,733
Open Space - Parks/Plaza	2,272	5,005	7,276
Total Collin County Participation Estimate	\$ 18,827	\$ 17,181	\$ 36,009
Total Land & Infrastructure Cost Estimates	\$ 38,000	\$ 38,336	\$ 76,336
City Administration Costs			1,152
Financing Costs			40,545
Total Estimated Project Costs			\$ 118,033

Maximum Reimbursement Amount for Collin County

Collin County will contribute no more than \$36,000,000