

A G E N D A
CITY COUNCIL MEETING
February 22, 2016 @ 6:00 p.m.
Council Chambers - Government Center
200 North 12th Street - Corsicana, Texas 75110

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **INVOCATION**
4. **MINUTES**
Consider approving the minutes for the Regular Meeting of February 8, 2016.
5. **PUBLIC FORUM**
 - a. Presentation of the 2015 Library Achievement of Excellence Award.
 - b. Public Comments.
6. **PUBLIC HEARINGS**
Receive public input regarding the creation and designation of the proposed Reinvestment Zone No. 16-01 pursuant to Chapter 312 of the Texas Tax Code.
7. **ORDINANCES**
Consider the creation and designation of Reinvestment Zone 16-01 pursuant to Chapter 312 of the Texas Tax Code; designating an authorized representative to act in all matters; and designating a liaison to act on all matters pertaining to the property development and tax abatement zone. **PAGE 12**
8. **RESOLUTIONS**
 - a. Consider approving a Tax Abatement for Plasson USA. **PAGE 19**
 - b. Consider designating the authorized signatories for contractual documents and documents for requesting funds pertaining to the Texas Community Development Block Grant Program Contract Number 7215107. **PAGE 36**
 - c. Consider adopting/reaffirming Civil Rights Policies according to the Texas Community Development Block Grant awarded from the Texas Department of Agriculture. **PAGE 39**
 - d. Consider approving applications submitted for Downtown Reinvestment Tax Credits. **PAGE 50**
9. **APPOINTMENTS**
10. **REPORTS and MISCELLANEOUS ANNOUNCEMENTS**
 - a. Presentation of the 2015 Corsicana Police Department Police Contact Data Annual Report by Police Chief Randy Bratton.
 - b. Mayor/Council
11. **ADJOURN**

AGENDA INFORMATION

- * INFORMATION ON THE FOLLOWING PAGES IS SUBJECT TO CHANGE PRIOR TO COUNCIL MEETING.**

ITEM NO. 4

Date: February 22, 2016

Subject: Minutes

Comments:

A copy of the minutes for the Regular Meeting of February 8, 2016, are attached for review.

Recommendation: Approve the minutes as printed.

**CITY OF CORSICANA
COUNTY OF NAVARRO
STATE OF TEXAS**

Council Regular Session
February 8, 2016

The Corsicana City Council met in a Regular Session on February 8, 2016, in the Corsicana Government Center Council Chambers, 200 N. 12th Street, Corsicana, Texas. Mayor Chuck McClanahan called the meeting to order at 6:00 p.m. The following members were present: Tom Wilson, Council Member Precinct 1; Ruby Williams, Mayor Pro Tem and Council Member Precinct 2; John McClung, Council Member Precinct 3; and Don Denbow, Council Member Precinct 4.

Connie Standridge, City Manager; Kerri Anderson Donica, City Attorney; Virginia Richardson, City Secretary/Director of Finance; Elizabeth Borstad, City Engineer; Randy Bratton, Police Chief; Terry Franks, Public Works Director; Pam Gibson, Human Resource Director; and other interested citizens were also present.

The invocation was given by Rev. Steven Bell with First Methodist Church.

Approval of Minutes

The motion was made by Ruby Williams, and seconded by Tom Wilson, *to approve the minutes for the Regular Meeting of January 25, 2016, and the Joint Special Meeting of February 2, 2016.* Motion passed, 5-0.

Public Forum

N/A

Public Hearings

- a. Receive public input regarding proposed amendments to Chapter 4, entitled *Business and Commerce*, Article 4.500, *Solicitors, Vendors and Outdoor Sales*, Subarticle A, *Solicitors*, Section 4.503(c), *Application for Permit*, of the City Code of Ordinances.

This item was presented by Police Chief Randy Bratton.

- b. Receive public input regarding proposed amendment to Chapter 13, entitled *Municipal Fees*, of the City Code of Ordinances to provide changes and additions of certain fees.

This item was presented by City Manager Connie Standridge.

Mayor McClanahan closed the public hearing.

Ordinances

Ordinance 2870 (approved)

The motion was made by Tom Wilson, and seconded by Ruby Williams, that Ordinance 2870, amending Chapter 4, entitled *Business and Commerce*, Article 4.500, *Solicitors, Vendors and Outdoor Sales*, Subarticle A, *Solicitors*, Section 4.503 (c), *Application for Permit*, of the City Code of Ordinances. The motion passed, 5-0, with the following roll call vote: For: Tom Wilson, Ruby Williams, John McClung, Don Denbow and Mayor McClanahan. Against: none.

Ordinance 2871 (approved)

The motion was made by Don Denbow, and seconded by John McClung, that Ordinance 2871, amending Chapter 13, entitled Municipal Fees, of the City Code of Ordinances to provide changes and additions to certain fees. The motion passed, 5-0, with the following roll call vote: For: Ruby Williams, John McClung, Don Denbow, Tom Wilson and Mayor McClanahan. Against: none.

Resolutions

Resolution 3853 (approved)

This item was presented by Director of Finance/City Secretary Ginger Richardson.

The motion was made by John McClung, and seconded by Don Denbow, that Resolution 3853, *approving the City's participation in a joint contract for election services between the City of Corsicana, all Cities in Navarro County, all School Districts in Navarro County, and Navarro County and Danda Parker for the May 7, 2016, election and any subsequent run-off election*. The motion passed, 5-0. Against: none.

RESOLUTION NO. 3853

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORSICANA, TEXAS, AUTHORIZING THE CITY'S PARTICIPATION IN A JOINT CONTRACT FOR ELECTION SERVICES BETWEEN THE CITY OF CORSICANA ("CITY"), ALL CITIES IN NAVARRO COUNTY ("CITIES"), ALL INDEPENDENT SCHOOL DISTRICTS IN NAVARRO COUNTY ("ISD'S"), AND NAVARRO COUNTY/DANDA PARKER THE COUNTY ELECTIONS ADMINISTRATOR (COLLECTIVELY "THE COUNTY") FOR THE MAY 7, 2016 ELECTION AND ANY SUBSEQUENT RUN-OFF ELECTION.

WHEREAS, the City agrees to contract with Navarro County to conduct and supervise City elections, which will promote the public welfare by increasing efficiency and promoting uniformity for elections.

WHEREAS, the City, Cities, ISD's, and the County agree to jointly share equipment and expenses as stated in contract with the County.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CORSICANA, TEXAS, that the City's participation in the joint contract for election services between the City, Cities, ISD's, and the County for the May 7, 2016 election and any subsequent run-off election, is hereby approved.

PASSED and APPROVED by majority vote of the City Council of the City of Corsicana, Texas this **8th** day of **February, 2016**.

Resolution 3854 (approved)

This item was presented by Director of Finance/City Secretary Ginger Richardson.

The motion was made by Don Denbow, and seconded by John McClung, that Resolution 3854, *ordering the City's general election to be held Saturday, May 7, 2016*. The motion passed, 5-0. Against: none.

RESOLUTION NO. 3854

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORSICANA, TEXAS, ORDERING A GENERAL ELECTION TO BE HELD MAY 7, 2016.

WHEREAS, a general election is hereby ordered to be held on May 7, 2016 for the purpose of electing:

Council Member, Precinct 1
Council Member, Precinct 2

WHEREAS, early voting by personal appearance will be conducted each weekday at:

Navarro County Courthouse
601 North 13th Street
Corsicana, Texas 75110

between the hours of 8:00 a.m. and 5:00 p.m. beginning on April 25, 2016 and ending on May 3, 2016.

WHEREAS, applications for ballot by mail shall be mailed to:

Danda Parker, Early Voting Clerk
P.O. Box 1018
Corsicana, Texas 75151-1018

and received no later than the close of business on April 26, 2016.

PASSED, APPROVED, and ADOPTED this **8th** day of **February, 2016**.

Resolution 3855 (approved)

This item was presented by Elizabeth Borstad, City Engineer.

The motion was made by Ruby Williams, and seconded by Tom Wilson, that Resolution 3855, *designating certain areas of the City as Drug Free Zones*. The motion passed, 5-0. Against: none.

RESOLUTION NO. 3855

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORSICANA, TEXAS, DESIGNATING CERTAIN AREAS AS DRUG FREE ZONES WITHIN 1,000 FEET OF PREMISES WHERE CHILDREN GATHER.

WHEREAS, the City of Corsicana, Texas is a home rule Municipal Corporation organized under The Constitution and the laws of the State of Texas; and

WHEREAS, the City Council of the City of Corsicana determines and declares that controlled substances are a serious threat to public safety; and

WHEREAS, Section 481.134 of the Texas Health and Safety Code establishes certain drug free zones and provides enhanced penalties for violations of the Texas Controlled Substances Act committed in, on, or within 1,000 feet of playgrounds, schools, real property owned, rented or leased to a school, school board, or institution of higher learning, and youth centers; and

WHEREAS, Section 481.134 of the Texas Health and Safety Code establishes certain drug free zones and provides enhanced penalties for violations of the Texas Controlled Substances Act committed in, on, or within 300 feet of the premises of a public swimming pool; and

WHEREAS, the City Council determines that establishing a policy to define drug free zones will provide better protection for children gathering in the City; and

WHEREAS, Section 481.135(a) of the Texas Health and Safety Code provides that a map produced or reproduced by a City Engineer for the purpose of showing the location and boundaries of drug free zones is admissible in evidence and is prima facie evidence of the location or boundaries of those areas if the governing body of the municipality adopts a resolution or ordinance approving the map as an official finding and record of the location or boundaries of those areas; and

WHEREAS, Section 481.135(c) provides that the City Engineer shall file the original or a copy of every approved or revised map approved as provided by Section 481.135(a) of the Texas Health and Safety Code with the clerk of each county in which the area is located.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CORSICANA, TEXAS that the following will be used to define and designate "Drug Free Zones".

Definitions:

- (A) For the purposes of this Section, the following terms, words, and the derivations thereof shall have the meanings given herein.
- (1) "Day-care center" means a child-care facility that provides care at a location other than the residence of the director, owner, or operator of the child-care facility for seven or more children under 14 years of age for less than 24 hours a day, but at least two hours a day, three or more days a week.
 - (2) "Minor" means any person younger than eighteen (18) years of age.
 - (3) "Youth Center" means any recreational facility or gymnasium that:
 - (A) is intended primarily for use by persons who are 17 years of age or younger; and
 - (B) regularly provides athletic, civic, or cultural activities.
 - (4) "Playground" means any outdoor facility that is not on the premises of a school and that is intended for recreation, is open to the public, and contains three or more play stations intended for the recreation of children, such as slides, swing sets, and

teeterboards.

- (5) "School" means a private or public elementary or secondary school or a day-care center, as defined herein.
 - (6) "Swimming Pool" means any structure intended or used by the public for swimming or recreational bathing, regardless of size, and including in-ground, aboveground and on-ground swimming pools. The term shall not include swimming or bathing facilities located on private residential property which is not open for use by the public or swimming or bathing facilities located within an apartment or other multi-family housing complex.
 - (7) "Video Arcade" means any facility that is open to the public, including persons who are 17 years of age or younger, is intended primarily for the use of pinball or video machines, and contains at least three pinball or video machines.
 - (8) "Premises" means real property and all buildings and appurtenances pertaining to the real property.
 - (9) "Institution of higher education" means any public or private technical institute, junior college, senior college or university, medical or dental unit, or other agency of higher education as defined by Section 61.003 of the Texas Education Code.
- (B) A map, Exhibit "A", depicting the prohibited areas shall be maintained by the City of Corsicana. The City shall review the map at least annually for changes. The map will be available to the public at the City of Corsicana Police Department. Attached Exhibit "B" is a list of prohibited locations as of February 8, 2016.

PASSED and APPROVED by majority vote of the City Council of the City of Corsicana, Texas, this **8th** day of **February, 2016**.

Appointments:

N/A

Executive Session

Mayor McClanahan recessed into closed or executive session at 6:14 p.m., to discuss real estate pursuant to Section 551.072 of the Texas Government Code.

Return to Open Session:

Mayor McClanahan called the meeting to Open Session at 6:39 p.m.

The motion was made by Tom Wilson, and seconded by Ruby Williams, *to accept a gift of Real Estate (two lots) from Willgo Baptist Church.* The motion passed, 5-0. Against: none.

Reports/Miscellaneous Announcements:

- | | |
|-------------------|---|
| February 9, 2016 | Candidates Forum
Council Chambers at 6:00 p.m. |
| February 12, 2016 | Police Awards Ceremony |

Council Chambers at 3:30 p.m.

February 13, 2016

Car Show at Tiger Tote on 45th Street at Hwy. 31
Benefiting Mary Peterson's Day Care

Adjournment

There being no further business, the Mayor declared the meeting adjourned at 6:41 p.m.

**Attested This, the 22nd day
of February 2016**

**Attested This, the 22nd day
of February 2016**

Finance Director/City Secretary

Mayor

ITEM NO. 5

Date: February 22, 2016

Subject: Public Forum

Comments:

- a. Presentation of the 2015 Library Achievement of Excellence Award
- b. Receive comments from public, if any.

Recommendation: No action required.

ITEM NO. 6

Date: February 22, 2016

Subject: Public Hearings

Comments:

Receive public input regarding the creation and designation of the proposed Reinvestment Zone No. 16-01 pursuant to Chapter 312 of the Texas Tax Code.

Recommendation: N/A

ITEM NO. 7

Date: February 22, 2016

Subject: Ordinance Designating Reinvestment Zone 16-01

Comments: In order for certain financial incentives to be extended to a company in consideration for development or redevelopment, the real property must first be designated by the local leading taxing jurisdiction as a Reinvestment Zone.

The proposed Reinvestment Zone 16-01 would be specifically created for Plasson USA. The area of the proposed Reinvestment Zone 16-01 consists of approximately 8.8 total acres, more or less, and is located in the Jehu Peoples Survey, Abstract No. 9, in the City of Corsicana, Navarro County, Texas.

Reinvestment Zone No. 16-01 would be designated for the purpose of creating the proper economic and social environment to induce the investment of private resources in the productive business enterprises located in areas of the City and to provide employment to residents of the City. It would be reasonably likely, as a result of the designation, to contribute to the retention or expansion of primary employment or to attract major investment in the Reinvestment Zone that would contribute to the economic development of the municipality.

More specifically, tax abatement incentives may be granted to Plasson USA in consideration for proposed improvements to the real property and tangible personal property additions as authorized by the Property Redevelopment and Tax Abatement Act, Chapter 312, Texas Tax Code, and the Tax Abatement Guidelines, Criteria and Policies of the City of Corsicana.

Recommendation: Approve Ordinance designating Reinvestment Zone No. 16-01 for Plasson USA.

MOTION:

I MOVE TO APPROVE THE ORDINANCE DESIGNATING REINVESTMENT ZONE NUMBER 16-01 FOR PLASSON USA.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORSICANA, TEXAS, TO CREATE AND DESIGNATE REINVESTMENT ZONE 16-01 PURSUANT TO CHAPTER 312, TEXAS TAX CODE; DESIGNATING AN AUTHORIZED REPRESENTATIVE TO ACT IN ALL MATTERS; DESIGNATING A LIAISON TO ACT ON ALL MATTERS PERTAINING TO THE PROPERTY DEVELOPMENT AND TAX ABATEMENT ZONE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Corsicana, Texas (the "City") desires to promote the development of a certain area within its jurisdiction by designating it a reinvestment zone; and

WHEREAS, the City Council desires to create the proper economic and social environment to induce the investment of private resources in productive business enterprises located in areas of the City and to provide employment to residents of the City; and

WHEREAS, the City Council desires to promote the development or redevelopment of a certain geographic area within its jurisdiction by the creation of a reinvestment zone for commercial/industrial reinvestment, as authorized by the Property Redevelopment and Tax Abatement Act, Chapter 312, Texas Tax Code (the "Act"); and

WHEREAS, the City held a public hearing on February 22, 2016, after publishing notice of such hearing, and giving written notice to all taxing units overlapping the territory inside the proposed reinvestment zone; and

WHEREAS, the City at such hearing invited any interested person, or his attorney, to appear and contend for or against the creation of the reinvestment zone, whether all or part of the territory described in the ordinance calling such hearing should be included in such proposed reinvestment zone, and considered the concept of tax abatement; and

WHEREAS, by the approval of a Resolution on October 27, 2014, the City has approved Tax Abatement Guidelines, Criteria and Policies; and

WHEREAS, the City has approved a Resolution on October 27, 2014, stating intent to participate in tax abatement; and

WHEREAS, it is the belief of the City Council that the premises do not include any property that is owned or leased by a member of the City Council or by a member of the City of Corsicana Planning and Zoning Commission or any other board or commission of the City having responsibility for the approval of the agreement. The parties recognize, and understand, that any property so owned is excluded by law from the property tax abatement.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CORSICANA, TEXAS, THAT:

**SECTION 1.
FINDINGS OF CITY COUNCIL**

The City Council, after conducting such hearings and having heard such evidence and testimony, has made the following findings and determinations based upon the testimony presented to it:

- A. That a public hearing on the adoption of the reinvestment zone has been properly called, held and conducted and that notices of such hearings have been published as required by law and delivered to all taxing units overlapping the territory inside the proposed reinvestment zone; and
- B. That the boundaries of the reinvestment zone should be approximately 8.8 acres as described and depicted in the attached Exhibit "A and B"; and
- C. That creation of the reinvestment zone for commercial/industrial tax abatement with the boundaries as described in Exhibit "A and B" will result in benefits to the City and to the land included in the zone, the improvements sought are feasible and practical, and would be a benefit to the land included in the reinvestment zone after the expiration of an agreement entered into under Section 312.204 of the Act; and
- D. That the reinvestment zone defined in Exhibit "A and B" meets the criteria for the creation of a reinvestment zone as set forth in Section 312.201 of the Act; and
- E. That it would reasonably be likely, as a result of the designation, to contribute to the retention or expansion of primary employment or to attract major investment in the reinvestment zone that would contribute to the economic development of the municipality.

SECTION 2.

Pursuant to the Act, the City hereby creates a reinvestment zone for commercial/industrial tax abatement encompassing the approximately 8.8 acres as described and depicted in Exhibit "A, A-1, and B" attached hereto and the reinvestment zone is hereby designated and shall hereafter be designated as Reinvestment Zone Number 16-01, City of Corsicana, Texas.

SECTION 3.

The City Council hereby declares that, upon designation of the reinvestment zone, the City may provide, on a case-by-case basis, tax abatement incentives in accordance with the Act and the Guidelines, Criteria and Policies for the City of Corsicana, Texas.

SECTION 4.

The City Council directs and designates its City Manager as the City's authorized representative to set all matters pertaining to the nomination and designation of the area describes herein as a reinvestment zone.

SECTION 5.

The City Council further directs and designates the Economic Development Director of the City of Corsicana, Texas, as liaison for communication with the Texas Department of Economic

Development to oversee reinvestment zone activities and communications with applicable businesses.

SECTION 6.

This Ordinance shall become effective from and after its passage.

SECTION 7.

This Ordinance shall be cumulative of all provisions of ordinances of the City of Corsicana, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 8.

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 9.

The zone shall take effect on the effective date of this Ordinance and shall be in effect for five (5) years from that date, unless a longer period is authorized by law.

PASSED and APPROVED on this 22nd day of **February, 2016.**

Chuck McClanahan, Mayor

ATTEST:

Virginia Richardson, City Secretary

APPROVED AS TO FORM:

Kerri Anderson Donica, City Attorney

EXHIBITS ATTACHED:

- A Location Map and Description
- B Aerial Map of Property (with NCAD property ID numbers)

PROP ID	OWNER NAME	OWNER ADDRESS	CITY	ST	ZIP	LEGAL DESCRIPTION	LEGAL ACRES	BLOCK	LOT
45878	ERWIN PROPERTIES	1250 MILLS PLACE	CORSICANA	TX	75110	BLK PT 61 .574 ACRES (50 X 500)	0.574	PT 61	
26740	ERWIN ED	1250 MILLS PL	CORSICANA	TX	75110	PT 61 & S 121' OF 62 & CLOSED 4TH A	1.538	PT 61 & S	
35322	WARD TRAVIS	400 N ST PAUL ST SUITE 300	DALLAS	TX	75201	BLK 64 LOT A .107 ACRES (62 X 75)	0.107	64	A EXCEPT
35321	INDUSTRIAL PIPE FITTINGS LLC	6020 OSBORN	HOUSTON	TX	77033	BLK N 179' OF 62, ALL 63, ALL 64 LOT	4.843	N 179' O	TR A,

EXHIBIT "A"
REINVESTMENT ZONE BOUNDARIES

For an 8.8 acre tract of land located in the J. Peoples Survey A-9 in the City of Corsicana, Texas and particularly described as follows:

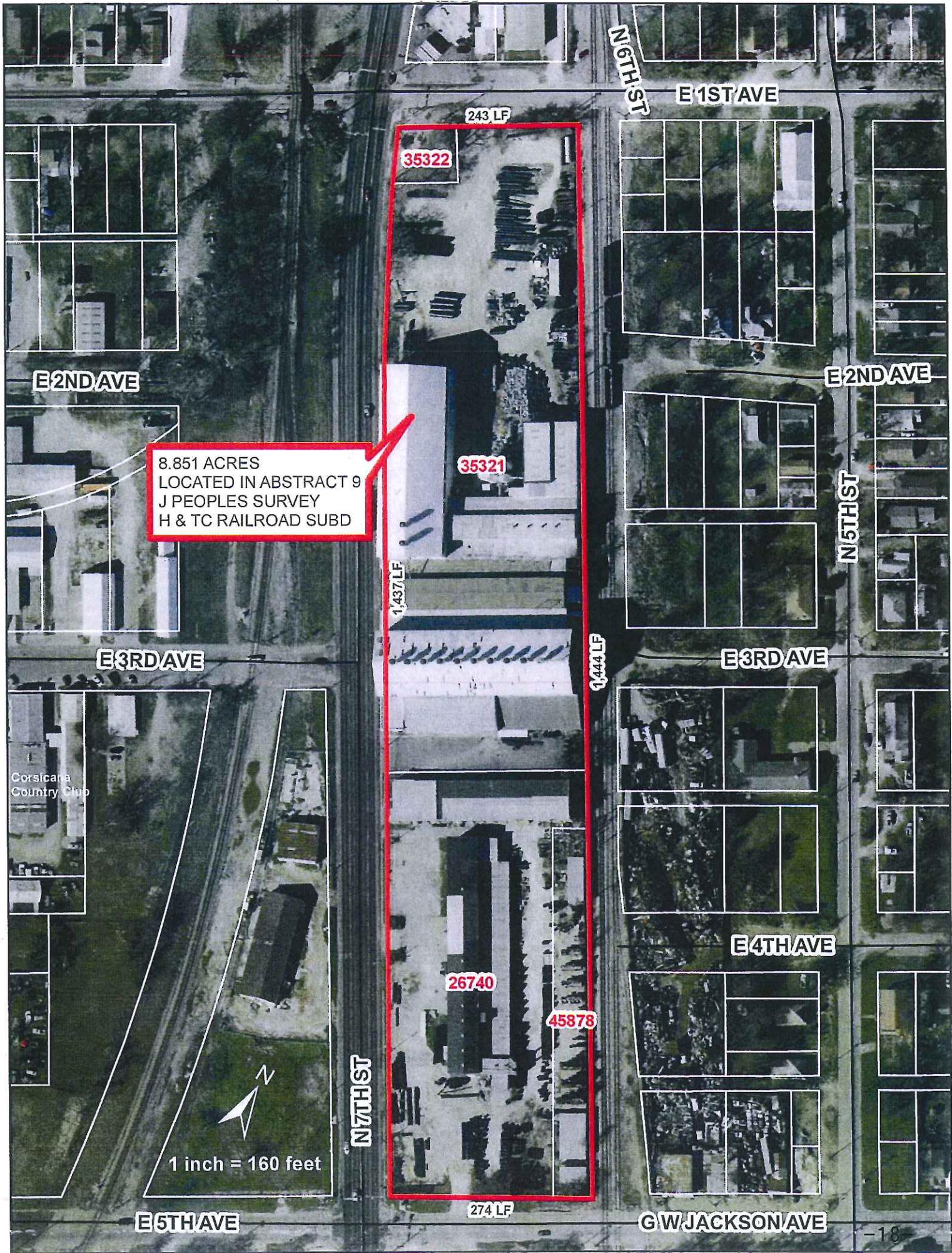
BEGINNING at a point in the north right of way of East 5th Avenue and the west property line of the Burlington Northern Railroad;

THENCE north along the Burlington Northern Railroad west property line for a distance of 1444' to a point located in the south right of way of East 1st Avenue;

THENCE west along the south right of way line of East 1st Avenue for a distance of 244' to a point located in the east right of way of Business IH45;

THENCE south for a distance of 1437' along the east right of way of Business IH45 to a point located in the north right of way of East 5th Avenue;

THENCE east for 274' to the point of beginning and containing approximately 8.8 acres of land.



8.851 ACRES
 LOCATED IN ABSTRACT 9
 J PEOPLES SURVEY
 H & TC RAILROAD SUBD

Corsicana
 Country Club

1 inch = 160 feet

ITEM NO. 8A

Date: February 22, 2016

Subject: Resolution Approving Tax Abatement Agreement with Plasson USA

Comments: The attached Resolution approves a tax abatement agreement between the City of Corsicana and Plasson USA.

Plasson USA is considering a \$1,250,000 expansion of the Corsicana facility. The expansion will create an additional 20 jobs.

The City Council, on February 22, 2016, created Reinvestment Zone 16-01 at the Plasson USA property, a statutory requirement prior to entering into a tax abatement agreement.

Abatement agreements, by City policy, are limited to no more than 500 percent over 10 years and the Plasson agreement adheres to that policy.

Navarro County, Navarro College, and Corsicana Independent School District will consider entering into similar agreements with Plasson USA.

Recommendation: Approve Resolution approving a Tax Abatement Agreement with Plasson USA.

MOTION:

I MOVE TO APPROVE THE RESOLUTION APPROVING A TAX ABATEMENT AGREEMENT WITH PLASSON USA.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF CORSICANA, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY OF CORSICANA, TEXAS PLASSON USA, FOR A COMMERCIAL/INDUSTRIAL TAX ABATEMENT, AND AUTHORIZING EXECUTION BY THE MAYOR; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed tax abatement agreement between the City of Corsicana, Texas and Plasson USA, providing for a property tax abatement for certain improvements, a copy of which is attached hereto and incorporated herein by reference (hereinafter called "AGREEMENT"); and

WHEREAS, upon full review and consideration of the AGREEMENT, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the Mayor shall be authorized to execute it on behalf of the City of Corsicana;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CORSICANA, TEXAS:

Section 1. The terms and conditions of the proposed AGREEMENT, having been reviewed by the City Council of the City of Corsicana and found to be acceptable and in the best interests of the City of Corsicana and its citizens, are hereby in all things approved.

Section 2. The Mayor is hereby authorized to execute the AGREEMENT and all other documents in connection therewith on behalf of the City of Corsicana, substantially according to the terms and conditions set forth in the AGREEMENT.

Section 3. That this approval and execution of the AGREEMENT on behalf of the City of Corsicana is not conditional upon approval and execution of any other tax abatement agreement by any other taxing entity.

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

PASSED and APPROVED on this the 22nd day of February, 2016.

Chuck McClanahan, Mayor

ATTEST:

Virginia Richardson, City Secretary

APPROVED AS TO FORM:

Kerri Anderson Donica, City Attorney

STATE OF TEXAS §

COUNTY OF NAVARRO §

TAX ABATEMENT AGREEMENT

This Tax Abatement Agreement (the "Agreement") is entered into by and between THE CITY OF CORSICANA, TEXAS, a home rule city and municipal corporation of Navarro County, Texas, acting herein by and through its Mayor and hereinafter referred to as CITY, and Plasson USA, hereinafter referred to as OWNER.

WITNESSETH:

WHEREAS, on the 22nd day of February 2016, the City Council of CITY passed an Ordinance (the "ORDINANCE") establishing Reinvestment Zone 16-01 (the "REINVESTMENT ZONE") in the CITY for commercial/industrial tax abatement as authorized by Chapter 312, Texas Tax Code; and

WHEREAS, the CITY has previously adopted a Tax Abatement Policy (the "Tax Abatement POLICY") on October 27, 2014; and

WHEREAS, the Tax Abatement Policy constitutes appropriate guidelines and criteria governing tax abatement agreements to be entered into by CITY as required by Chapter 312, Texas Tax Code; and

WHEREAS, CITY has adopted a Resolution on October 27, 2014 stating that it elects to be eligible to participate in tax abatement; and

WHEREAS, CITY has sent written notice that CITY intends to enter into this AGREEMENT, including a copy of this AGREEMENT, to the presiding officer of the governing body of each other taxing unit in which property to be subject to this AGREEMENT is located, as required by Section 312.2041 of the Texas Tax Code; and

WHEREAS, in order to maintain and/or enhance the commercial economic and employment base of the Corsicana area to the long term interest and benefit of the CITY, it is in the best interests of the taxpayers for the CITY to enter into this Agreement in accordance with the Ordinance, the Tax Abatement Policy, and the Texas Tax Code; and

WHEREAS, OWNER owns the real property described by metes and bounds and by map on Exhibit "A" and Exhibit "B" attached hereto and incorporated herein by reference (the "Property" and intends to make certain Improvements (as defined below) to the Property;

WHEREAS, the contemplated use of the Property, the contemplated Improvements to the Property in the amount as set forth in this Agreement, and the other terms hereof are consistent with encouraging development of the Reinvestment Zone in accordance with the purposes for its creation and are in compliance with the Tax Abatement Policy;

NOW THEREFORE, in consideration of the mutual benefits and promises contained herein and for good and other valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties hereto do mutually agree as follows:

**I.
DEFINITIONS**

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

- 1.1 "Estimated Tax Value" means the estimated depreciated Tax Net Book Values applicable to the real property improvements and the Tangible Personal Property improvements comprising the Investment described in Paragraph 2.2a below, as scheduled on Exhibit "D" attached hereto and incorporated herein by reference. For reference purposes, the Estimated Tax Values scheduled on Exhibit "D" are determined using the Navarro Central Appraisal District's appraisal guidelines in effect as of the date of this Agreement.
- 1.2 "Event of Bankruptcy or Insolvency" means the dissolution or termination of a party's existence as a going business, insolvency, appointment of receiver for any part of a party's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such party and such proceeding is not dismissed within ninety (90) days after the filing thereof.
- 1.3 "Force Majeure" means any contingency or cause beyond the reasonable control of OWNER including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, governmental or de facto governmental action (unless caused by acts or omissions of OWNER), fires, explosions or floods, and strikes.
- 1.4 "In Service Project Cost" means the initial project cost of the Improvements identified and defined below, as of the date such Improvements are first placed into service by OWNER
- 1.5 "Tangible Personal Property" means tangible personal property classified as such under state law and hereafter located on the Property, but expressly excludes inventory and supplies, and any tangible personal property that was located in the Reinvestment Zone at any time before the date of this Agreement.
- 1.6 "Taxable Value" means the appraised value as certified by the Navarro County Appraisal District as of January 1 of a given year.

Other terms defined elsewhere in this Agreement shall have the meanings therein ascribed to those terms.

**II.
OWNER'S OBLIGATIONS**

- 2.1 The property to be the subject of this Agreement shall be the Property described herein above.

2.2a For the purposes of fulfilling this Agreement, the OWNER shall make improvements to the Property and personal property acquisitions as described in Exhibit "C" attached hereto and incorporated herein by reference (collectively the "Improvements"), having a total In Service Project Cost of at least One Million Two Hundred Fifty Thousand and no/100 dollars (\$1,250,000.00), more specifically defined as a minimum In Service Project Cost of at least One Million Two Hundred Fifty Thousand and no/100 dollars (\$1,250,000.00) in real property improvements and in Tangible Personal Property improvements to be added (hereinafter collectively referred to as the "Investment"). On or before January 1, 2017, OWNER shall substantially complete all Improvements and cause an increase in Taxable Value of at least One Million Two Hundred Fifty Thousand and no/100 dollars (\$1,250,000.00). On or before January 1, 2017, OWNER shall create and fill a minimum of twenty (20) new, full-time jobs at the Property and OWNER shall maintain such jobs at the Property throughout the Term of this Agreement. Notwithstanding the foregoing deadlines, OWNER shall have such additional time to satisfy the obligations contained in this Paragraph 2.2a as may reasonably be required in the event of Force Majeure if OWNER is diligently and faithfully pursuing satisfaction of the applicable obligation. The date of substantial completion of the Improvements shall be defined as the date a Certificate of Occupancy is issued by the CITY.

2.2b For the purpose of the Texas Capital Fund or similar state grant for infrastructure improvements, according to the terms and conditions and within the time frame set forth in the contractual agreement (the "TCF Contract") between the State of Texas and the CITY, the OWNER will be required to create and fill a minimum of fifty-one (51) new, full time jobs at Property pursuant to the TCF Contract in order to qualify for tax abatement under this agreement. Furthermore, OWNER shall maintain such jobs for a period of time as required by the terms and conditions of the TCF Contract and until such time as the CITY is fully released from any and all job commitment requirements pursuant to the TCF Contract.

2.3 As good and valuable consideration for this Agreement, OWNER agrees and covenants that it will diligently and faithfully pursue the completion of the Improvements in a good and workmanlike manner. OWNER further covenants and agrees that all construction of the Improvements and use of the Property will be in accordance with all applicable State and local laws, codes, and regulations (or valid waiver thereof). In further consideration, OWNER agrees and covenants that it will continuously operate, maintain and occupy the Property as a manufacturing facility from the date of Certificate of Occupancy is issued until expiration of the Term of this Agreement.

2.4 OWNER further agrees that the CITY, its agents and employees shall have reasonable right of access to the Property, upon not less than ten (10) days prior written notice, to inspect the Improvements in order to ensure that the construction of the Improvements is in accordance with this Agreement and all applicable State and local laws and regulations (or valid waiver thereof). After completion of the Improvements, the CITY shall have the continuing right to inspect the Property, upon not less than ten (10) days prior written notice, to ensure that it is thereafter maintained, operated and occupied in accordance with this Agreement throughout the Term of this Agreement. In addition, the OWNER agrees that appraisal district representatives shall have reasonable right of access to the Property, upon not less than ten (10) days prior written notice, for the purpose of ad valorem property tax appraisal for all real property and improvements to real property, tangible personal property, inventory and equipment.

2.5 OWNER agrees that it will register all permanent jobs with the Texas Workforce Commission and that all contractors shall be encouraged to seek qualified workers through the Texas Workforce

Commission. [Note: this provision is required by Section 8.02(j) of the CITY's Tax Abatement Policy].

III.
ABATEMENT OF TAXES

3.1 Subject to the terms and conditions of this Agreement, and subject to the rights of holders of any outstanding bonds of the CITY, a portion of ad valorem real property taxes from the Property, and a portion of taxes for Tangible Personal Property in place at the Property on January 1st of each year, that are otherwise owed to the CITY, shall be abated. Said ad valorem real property tax abatement/freeze shall be for a ten (10) year term and shall apply to the taxes assessed upon the increased value of the eligible Property, after installation of the real property improvements contemplated by Paragraph 2.2a, over the value of the Property in the year in which this Agreement is executed; and said Tangible Personal Property tax abatement shall be for a ten (10) year term and shall apply to the taxes assessed upon the increased value of the eligible Tangible Personal Property Improvements contemplated in Paragraph 2.2a, over the value of in place Tangible Personal Property in the year in which this Agreement is executed; all subject to, and in accordance with, the terms of this Agreement, the Tax Abatement Policy, Chapter 312, Texas Tax Code, and all applicable state and local regulations (or valid waiver thereof). The percentage (%) level of tax abatement for both Real Property Improvements and Tangible Personal Property during the (10) year term shall be as described below in "Table 3.1, Tax Abatement Schedule."

Year of Abatement	Level (%) of Tax Abatement
1	50%
2	50%
3	50%
4	50%
5	50%
6	50%
7	50%
8	50%
9	50%
10	50%

The tax abatement for Tangible Personal Property will apply only to the Tangible Personal Property added to the Property after this Agreement is executed. Notwithstanding the forgoing, the OWNER shall have the right to protest and/or contest any assessment of the Property over and above the minimum Investment as required by this Agreement.

3.2 Said abatement(s) shall extend for a period of ten (10) years, as applicable, to the real property and the Tangible Personal Property tax abatement, with each such tax abatement beginning with the tax year on January 1, 2017, and shall remain in effect during the Term of this Agreement as long as the OWNER (a)

incurs the minimum In Service Project Cost of at least One Million Two Hundred Fifty Thousand and no/100 dollars (\$1,250,000.00) for the Investment as contemplated under Paragraph 2.2a; (b) maintains minimum Taxable Values for the real property improvements and the Tangible Personal Property improvements comprising the Investment each year during the Term of this Agreement at least equal to the Estimated Tax Values for each item as scheduled on Exhibit "D"; (c) creates and maintains a minimum of twenty (20) new, full-time jobs at the Property; and (d) otherwise satisfies all of the terms, conditions, and obligations of this Agreement.

3.3 It is understood and agreed among the parties that the Property shall be appraised at market value for the purposes of the applicable real and personal property tax assessments effective as of January 1, 2017, and continued at market value until the expiration of the Term of this Agreement.

IV. TERM OF THE AGREEMENT

4.1 The term of this Agreement (the "Term") shall begin on the date of this Agreement and end upon completion of the final abatement year.

4.2 Prior to October 1st of each year during the Term of this Agreement, OWNER shall certify to the governing body of the CITY and each taxing unit that OWNER is in compliance with all of the terms and conditions of this Agreement.

V. DEFAULT AND RECAPTURE OF ABATED TAX

5.1 In the event that (a) OWNER fails to incur the minimum In Service Project Cost of at least One Million Two Hundred Fifty Thousand and no/100 dollars (\$1,250,000.00) for Investment, as contemplated under Paragraph 2.2a and for which an abatement has been granted, or the Improvements otherwise are not completed in accordance with this Agreement; (b) OWNER fails to maintain throughout the Term of this Agreement minimum Taxable Values for the real property Improvements comprising the Investment at least equal to the Estimated Tax Values for each item as scheduled on Exhibit "D"; (c) OWNER fails to create and maintain throughout the Term of this Agreement a minimum of twenty (20) new, full-time jobs at the property; (d) OWNER allows its ad valorem taxes owed the CITY to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of any such ad valorem taxes; (e) OWNER has an Event of Bankruptcy or Insolvency (as defined in Paragraph 1.2); or (f) OWNER otherwise fails to comply with any of the terms, conditions, or obligations of this Agreement, the OWNER shall be in default of this Agreement.

5.2 In the event of default, CITY shall give the OWNER written notice of such default and, if the OWNER has not cured such default within sixty (60) days after said written notice, this Agreement may be terminated by the CITY. If the CITY terminates this Agreement in the event of default, OWNER shall repay to the CITY all taxes which otherwise would have been paid to the CITY without the benefit of abatement during the Term of this Agreement, together with interest at the statutory rate for delinquent taxes as determined by Section 33.01 of the Texas Tax Code (but without the addition of penalty),

reasonable attorney's fees, and costs. Such amounts shall be due, owing, and payable to the CITY within sixty (60) days after the expiration of the above mentioned 60-day cure period. The parties acknowledge that CITY will suffer damages in the event of OWNER's default under this Agreement. The parties acknowledge that actual damages in the event of default and termination would be speculative and difficult to determine. OWNER's obligation to pay any amounts hereunder shall survive termination of this Agreement.

5.3 It is expressly acknowledged and agreed between the parties that the CITY shall have the right to place a tax lien against the Property pursuant to Section 32.01 of the Texas Tax Code. Such lien shall secure the payment of all taxes abated and subject to recapture under this Agreement, together with all other amounts payable hereunder. Any such lien may be fully enforced pursuant to the provisions of the Texas Tax Code. Also, to collect any amounts payable hereunder, the CITY shall have all other remedies provided generally in the Tax Code for the collection of delinquent property tax.

5.4 In addition to the remedies set forth above, for the purpose of the Texas Capital Fund or similar state grant for infrastructure improvements, according to the terms and conditions and within the time frame set forth in the contractual agreement (the "TCF Contract") between the State of Texas and the CITY related to the Texas Capital Fund or similar state grant, should the OWNER fail to meet a minimum of at least twenty (20) new, full-time jobs at the Property in fulfillment of the job commitment requirements pursuant to the TCF Contract, causing the CITY to incur a liability to the State of Texas for such failure, the OWNER shall repay to the CITY any and all monetary penalties due to the State of Texas.

VI. GENERAL PROVISIONS

6.1 The CITY represents and warrants that the Property does not include any property that is owned by a member of the City Council approving, or having responsibility for the approval of this Agreement.

6.2 The terms and conditions of the Agreement are binding upon the successors and permitted assigns of all parties hereto. This Agreement may not be assigned by OWNER without the prior written consent of the CITY, such consent to be at the sole discretion of the CITY; provided, however, that upon written notice to the CITY, OWNER may assign its rights under this Agreement to a wholly owned subsidiary of OWNER, subject to OWNER remaining liable for all of its obligations hereunder.

6.3 It is understood and agreed between the parties that the OWNER, in performing its obligations hereunder, is acting independently, and the CITY assumes no responsibility or liability in connection therewith to third parties and OWNER agrees to indemnify and hold harmless the CITY therefrom. It is further understood and agreed among the parties that the CITY, in performing its obligations hereunder, is acting independently, and the OWNER assumes no responsibility or liability in connection therewith to third parties and the CITY agrees to indemnify and hold harmless the OWNER therefrom.

6.4 Notices required to be given to any party to this Agreement shall be given personally or by certified mail, return receipt requested, postage prepaid, addressed to the party at its address set forth below, and given by mail, shall be deemed delivered as of the date personally delivered or three days after deposit in

the United States mail:

For CITY by notice to:

City of Corsicana, Texas
Attention: City Manager
Corsicana Government Center
200 North 12th Street
Corsicana, Texas 75110

For OWNER by notice to:

Plasson USA
307 North 7th Street
Corsicana, TX 75110

Any party may change the address to which notices are to be sent by giving the other party written notice in the manner provided in this Section.

6.5 This Agreement constitutes the entire and final expression of the agreement of the parties hereto with respect to the subject matter hereof. This Agreement can be modified or amended only by a written agreement executed by both parties.

6.6 If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and costs of suit.

6.7 This Agreement shall be governed by the laws of the State of Texas, without regard to its choice of law rules. This Agreement is performable in Navarro County, Texas. Exclusive venue for any litigation related to, or arising out of, this Agreement shall lie in Navarro County, Texas.

6.8 In this Agreement, time is of the essence.

6.9 This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

6.10 This Agreement was authorized by resolution of the City Council at its regularly scheduled meeting on the 22nd day of February, 2016, authorizing the Mayor to execute the Agreement on behalf of the CITY.

6.11 This AGREEMENT was entered into by Plasson USA, pursuant to authority granted by its Directors/Members/Owners on the ____th day of _____, 2016.

6.12 This AGREEMENT shall constitute a valid and binding agreement between the CITY and OWNER when executed in accordance herewith, regardless of whether any other taxing unit executes a similar agreement for tax abatement.

Witness our hands this 22nd day of February, 2016.

APPROVED:

CITY OF CORSICANA

By: _____
Chuck McClanahan, Mayor

ATTEST:

Virginia Richardson, City Secretary

APPROVED AS TO FORM:

Kerri Anderson Donica, City Attorney

PLASSON USA

By: _____

Name: _____

Title: _____

EXHIBITS ATTACHED:

- A Description of Property
- B Aerial Map of Property
- C Application for Tax Abatement
- D Estimated Tax Value Schedule
- E Environmental Impact Letter to City

EXHIBIT "A"
REINVESTMENT ZONE BOUNDARIES

For an 8.8 acre tract of land located in the J. Peoples Survey A-9 in the City of Corsicana, Texas and particularly described as follows:

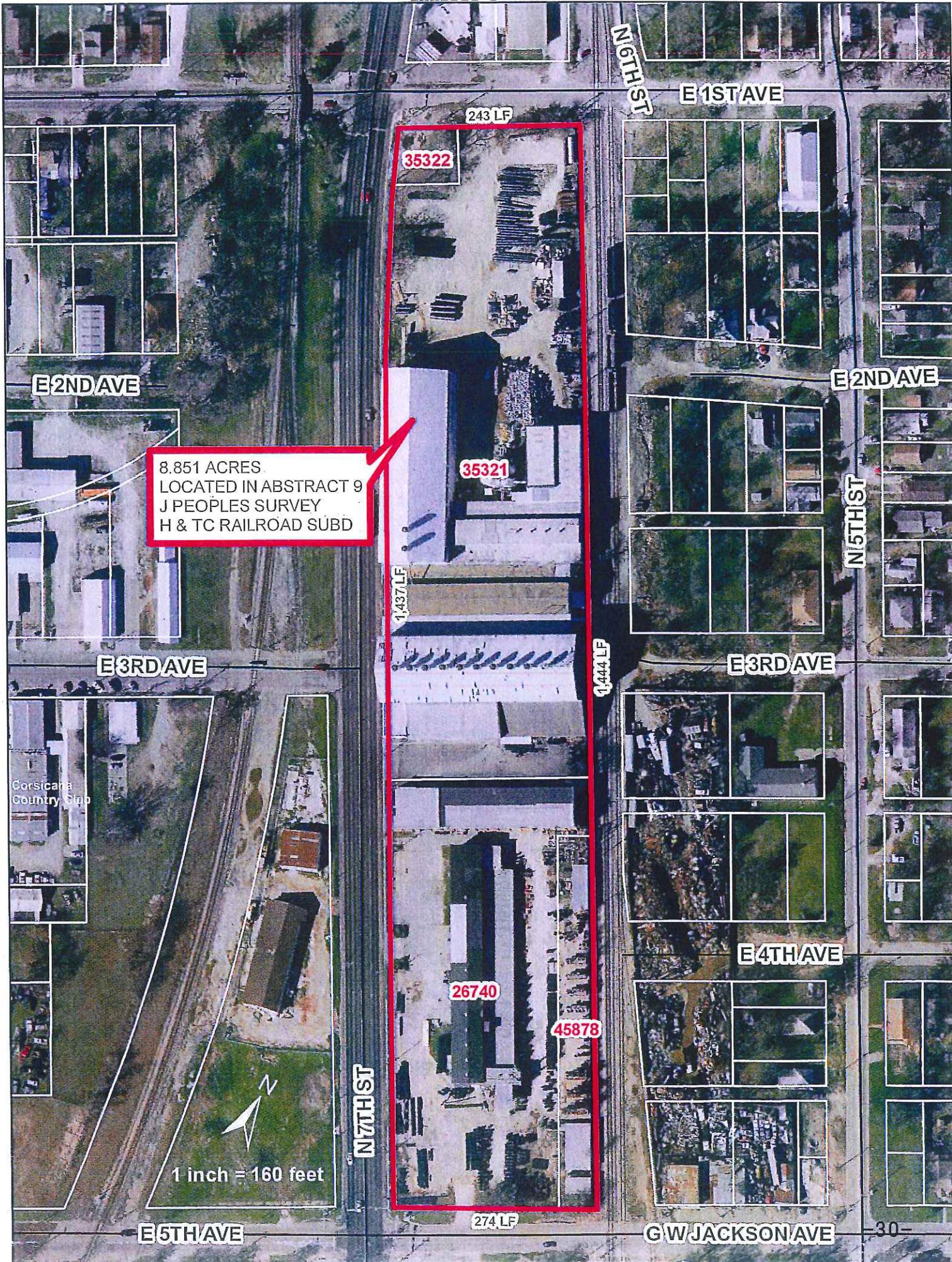
BEGINNING at a point in the north right of way of East 5th Avenue and the west property line of the Burlington Northern Railroad;

THENCE north along the Burlington Northern Railroad west property line for a distance of 1444' to a point located in the south right of way of East 1st Avenue;

THENCE west along the south right of way line of East 1st Avenue for a distance of 244' to a point located in the east right of way of Business IH45;

THENCE south for a distance of 1437' along the east right of way of Business IH45 to a point located in the north right of way of East 5th Avenue;

THENCE east for 274' to the point of beginning and containing approximately 8.8 acres of land.



8.851 ACRES
LOCATED IN ABSTRACT 9
J PEOPLES SURVEY
H & TC RAILROAD SUBD

243 LF

35322

35321

1437 LF

1444 LF

26740

45878

274 LF

N19TH ST

E 1ST AVE

E 2ND AVE

E 2ND AVE

N 15TH ST

E 3RD AVE

E 3RD AVE

Corsicana Country Club

E 4TH AVE

N 7TH ST

1 inch = 160 feet

E 5TH AVE

GW JACKSON AVE

EXHIBIT C

2015 APPLICATION FOR TAX ABATEMENT	
Instructions: Please print or type. Submit the completed and signed original copy of the 2015 Application for Tax Abatement with attachments to: City of Corsicana & Navarro County Economic Development Department, 200 North 12th Street, Corsicana, Texas 75110	
1. Date	<u>1/11/16</u>
2. Name of Firm, Partnership or Corporation and mailing address	2a. Have you received a previous tax abatement from the City of Corsicana or Navarro County?
Please print or type: <u>Plasson USA</u>	<u>No</u> (YES/ NO)
	2b. If yes, when? _____
3. Number of new full time employees to be added ----- <i>(*A minimum of 20 new, full-time [e.g. 40 hours/week] jobs are required.)</i>	<u>20</u>
4. Number of acres of property to be developed -----	_____
4a. Plat of property and Development or Site Plan attached? ----- <i>(Official Property Survey with metes and bounds required)</i>	_____ (YES/ NO)
5. Estimated value of existing real property to be developed -----	<u>\$1,186,560</u>
6. Estimated value of real property improvements ----- <i>(A minimum \$1,000,000.00 investment required, unless otherwise approved by City Council)</i>	\$ _____
7. Estimated value of existing inventory -----	<u>\$3,519,499</u>
8. Estimated value of inventory to be added -----	<u>\$1,000,000</u>
9. Estimated value of existing personal property -----	<u>\$1,825,455</u>
10. Estimated value of taxable personal property improvements -----	\$ <u>250,000</u>
11. Total estimated value of new taxable investment to be made (Total of Items # 6, 8 & 10)	<u>\$1,250,000</u>
12. Description of real property improvements to be made:	_____
12. Description of Public Services available for project development and new facilities and / or services required.	_____
Water:	_____
Wastewater:	_____
Railways:	_____
Natural Gas:	_____
Electricity:	_____
13. One Year Development Schedule for all improvements.	_____
1st Quarter:	_____
2nd Quarter:	_____
3rd Quarter:	_____
4th Quarter:	_____
<small>* Qualification for pro-rating new employees is determined on a case-by-case basis.</small>	
<small>City of Corsicana & Navarro County Economic Development Department 200 North 12th Street, Corsicana, Texas 75110</small>	

2015 APPLICATION FOR TAX ABATEMENT (Page 2)

14. Expected impact on the Corsicana Independent School District.

--

15. Expected benefit to the local economy.

--

16. Estimated annual payroll of new employees.

\$15.00 per hour

17. Description of product to be manufactured or distributed.

HDPE Fittings and Pipe

18. Expected productive life of all real property improvements.

--

19. Identification and quantity of all Pollutants and Emissions:

TYPE	QUANTITY
AIR:	
NOISE:	
SOLID WASTE:	
WASTEWATER:	

20. Certification of no materially adverse environmental impact as a result of the improvements and operations

--

21. Project in compliance with relevant zoning requirements.

--

22. Reasonable proof of financial ability.

--

23. References from past communities, if applicable.

--

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief.

sign here >

Phone: <u>713 645 2858</u>	Date: <u>1/11/16</u>
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Submitted By (Please Print)	
Name:	<u>Justin R. Traurig</u>
Title:	<u>CEO</u>
Date:	<u>1/11/16</u>

Received by the City of Corsicana	
Name:	
Title:	
Date:	

For assistance in completing this form call the Economic Development Director - 903.654.4806. An Equal Opportunity Employer.

City of Corsicana & Navarro County Economic Development Department
200 North 12th Street, Corsicana, Texas 75110

EXHIBIT D
Estimated Tax Value Schedule

Plasson USA
307 North 7th Street
Corsicana, TX 75110
Estimated Tax Value

The depreciation schedule below is based upon straight line depreciation methods recommended by Corsicana jurisdiction.

MACHINERY & EQUIPMENT

Initial Cost: \$ 250,000

Year	Value Created	Depreciation Rate	Current Year Depreciation Expense	Accumulated Depreciation	Tax Net Book Value
2017	\$ 250,000				\$ 250,000
2018	\$ 250,000	4.00%	\$ 10,000	\$ 10,000	\$ 240,000
2019	\$ 250,000	4.00%	\$ 10,000	\$ 20,000	\$ 230,000
2020	\$ 250,000	4.00%	\$ 10,000	\$ 30,000	\$ 220,000
2021	\$ 250,000	4.00%	\$ 10,000	\$ 40,000	\$ 210,000
2022	\$ 250,000	4.00%	\$ 10,000	\$ 50,000	\$ 200,000
2023	\$ 250,000	4.00%	\$ 10,000	\$ 60,000	\$ 190,000
2024	\$ 250,000	4.00%	\$ 10,000	\$ 70,000	\$ 180,000
2025	\$ 250,000	4.00%	\$ 10,000	\$ 80,000	\$ 170,000
2026	\$ 250,000	4.00%	\$ 10,000	\$ 90,000	\$ 160,000
2027	\$ 250,000	4.00%	\$ 10,000	\$ 100,000	\$ 150,000

Additional \$1,000,000 in inventory will be added to the tax base.

EXHIBIT E



January 11, 2016

Ms. Connie Standbridge
City Manager
City of Corsicana, Texas
200 N. 12th Street
Corsicana, Tx 75110

Dear Ms Standbridge:

The purpose of this correspondence is to provide assurances that the planned expansion of Plasson USA at its Corsicana, Texas location will have no unacceptable environmental impact according to the Environmental Protection Agency (EPA), Texas Commission on Environmental Quality (TCEQ), and the City of Corsicana, Texas codes, guidelines and environmental regulations. Plasson USA is not aware of any unacceptable environmental impacts related to the planned expansion.

Sincerely,

A handwritten signature in black ink, appearing to read 'Phillip Ford', written over a large, stylized flourish.

Phillip Ford, President
Plasson USA

PROP ID	OWNER NAME	OWNER ADDRESS	O CITY	ST	ZIP	LEGAL DESCRIPTION	LEGAL ACRES	BLOCK	LOT
45878	ERWIN PROPERTIES	1250 MILLS PLACE	CORSICANA	TX	75110	BLK PT 61 .574 ACRES (50 X 500)	0.574	PT 61	
26740	ERWIN ED	1250 MILLS PL	CORSICANA	TX	75110	PT 61 & S 121' OF 62 & CLOSED 4TH A	1.538	PT 61 & S	
35322	WARD TRAVIS	400 N ST PAUL ST SUITE 300	DALLAS	TX	75201	BLK 64 LOT A .107 ACRES (62 X 75)	0.107	64	A EXCEPT
35321	INDUSTRIAL PIPE FITTINGS LLC	6020 OSBORN	HOUSTON	TX	77033	BLK N 179' OF 62, ALL 63, ALL 64 LOT	4.843	N 179'	O I TR A,

ITEM NO. 8B

Date: February 22, 2016

Subject: Resolution Designating Signatories for Contractual Documents and Documents Requesting Funds Pertaining to Texas Department of Agriculture (TDA) Contract No. 7215107

Comments: The City of Corsicana received a 2015 Texas Community Development Block Grant award to provide water improvements for the spillway at the Lake Halbert Dam. The City is required to designate individuals as authorized signatories to execute contractual documents and documents requesting funds from the Texas Department of Agriculture.

Recommendation: Designate the Mayor and City Manager as authorized signatories for contractual documents and designate the City Manager and Finance Director as authorized signatories for the State of Texas Purchase Voucher and Request for Payment Form.

MOTION:

I MOVE TO APPROVE DESIGNATING THE MAYOR AND CITY MANAGER AS AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DESIGNATING THE CITY MANAGER AND FINANCE DIRECTOR AS AUTHORIZED SIGNATORIES FOR DOCUMENTS REQUESTING FUNDS PERTAINING TO TDA CONTRACT NO. 7215107.

RESOLUTION _____

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF CORSICANA, TEXAS, DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE TEXAS DEPARTMENT OF AGRICULTURE (TDA) CONTRACT NUMBER 7215107 UNDER THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (TxCDBG).

WHEREAS, the City of Corsicana, Texas has received a 2015 Texas Community Development Block Grant award to provide water improvements; and

WHEREAS, it is necessary to appoint persons to execute contractual documents and documents for requesting funds from the Texas Department of Agriculture; and

WHEREAS, an original signed copy of the TxCDBG *Depository/Authorized Signatories Designation Form* is to be submitted with a copy of this Resolution; and

WHEREAS, the City of Corsicana, Texas acknowledges that in the event that an authorized signatory of the City changes, the City must provide TxCDBG with the following:

- a revised TxCDBG *Depository/ Authorized Signatories Designation Form (Form A202)*.

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

That the Mayor and City Manager be authorized to execute contractual documents between the Texas Department of Agriculture and the City for the 2015 Texas Community Development Block Grant Contract.

The City Manager and Finance Director, be authorized to execute the *State of Texas Purchase Voucher* and *Request for Payment Form* documents required for requesting funds approved in the 2015 Texas Community Development Block Grant Program.

PASSED and APPROVED by majority vote of the City Council of the City of Corsicana, Texas, this 22nd day of February, 2016.

Chuck McClanahan, Mayor

ATTEST:

Virginia Richardson, City Secretary

APPROVED AS TO FORM:

Kerri Anderson Donica, City Attorney

Depository/Authorized Signatories Designation Form

Grant Recipient: City of Corsicana

TxCDBG Contract No. 7215107

The individuals listed below are designated by resolution as authorized signatories for contractual documents.

Chuck McClanahan	Connie Standridge
(Name)	(Name)
Mayor	City Manager
(Title)	(Title)
(Signature)	(Signature)

In addition to the individuals listed above, the individuals listed below are designated by resolution as authorized signatories for the *Request for Payment Form* (Form A203)—(At least two (2) signatories required).

Connie Standridge	Virginia Richardson
(Name)	(Name)
City Manager	Finance Director
(Title)	(Title)
(Signature)	(Signature)
(Name)	(Name)
(Title)	(Title)
(Signature)	(Signature)

NOTE: A copy of a Resolution passed by the city council or county commissioner's court authorizing the signatories must be submitted along with this form. Grant Recipients are strongly encouraged to use the sample resolution provided.

ITEM NO. 8C

Date: February 22, 2016

Subject: **Adopt/Reaffirm Civil Rights Policies
Texas Community Development Block Grant
Reconstruct Spillway at Lake Halbert Dam**

Comments: The City of Corsicana has been awarded funding through a Texas Community Development Block Grant from the Texas Department of Agriculture for the reconstruction of the spillway at Lake Halbert Dam.

In accordance with contracts funded by CDBG, the City must agree to comply with federal rules and regulations governing citizen participation and civil rights protections.

The following documents are attached to the proposed Resolution for adopting/reaffirming by the City concerning civil rights policies:

- Exhibit A Citizen Participation Plan and Grievance Procedures (Form A1013)
- Exhibit B Section 3 Policy (Form A1002)
- Exhibit C Excessive Force Policy (Form A1003)
- Exhibit D Section 504 Policy and Grievance Procedures (Form A1004)
- Exhibit E Fair Housing Policy (Form 1015)

Recommendation: Recommend adopting/reaffirming attached civil rights policies.

MOTION:

I MOVE TO APPROVE ADOPTING/REAFFIRMING ATTACHED CIVIL RIGHTS POLICIES.

RESOLUTION _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CORNICANA, TEXAS, ADOPTING/REAFFIRMING CIVIL RIGHTS
POLICIES ACCORDING TO THE TEXAS COMMUNITY
DEVELOPMENT BLOCK GRANT (TXCDBG) AWARDED FROM
THE TEXAS DEPARTMENT OF AGRICULTURE.**

WHEREAS, the City of Corsicana, Texas, (hereinafter referred to as "City of Corsicana") has been awarded TxCDBG funding through a TxCDBG grant from the Texas Department of Agriculture (hereinafter referred to as "TDA"); and

WHEREAS, the City of Corsicana, in accordance with Section 109 of the Title I of the Housing and Community Development Act. (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and for construction contracts greater than \$10,000, must take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the CDBG activity, on the basis of race, color, religion, sex, national origin, age, or disability; and

WHEREAS, the City of Corsicana, in consideration for the receipt and acceptance of federal funding, agrees to comply with all federal rules and regulations including those rules and regulations governing citizen participation and civil rights protections; and

WHEREAS, the City of Corsicana, in accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 135, is required, to the greatest extent feasible, to provide training and employment opportunities to lower income residents and contract opportunities to businesses in the TxCDBG project area; and

WHEREAS, the City of Corsicana, in accordance with Section 104(1) of the Housing and Community Development Act, as amended, and State's certification requirements at 24 CFR 91.325(b)(6), must adopt an excessive force policy that prohibits the use of excessive force against non-violent civil rights demonstrations; and

WHEREAS, the City of Corsicana, in accordance with Section 504 of the Rehabilitation Act of 1973, does not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds; and

WHEREAS, the City of Corsicana, in accordance with Section 808(e)(5) of the Fair Housing Act (42 USC 3608(e)(5)) that requires HUD programs and activities be administered in a manner affirmatively to further the policies of the Fair Housing Act, agrees to conduct at least one activity during the contract period of the TxCDBG contract, to affirmatively further fair housing; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CORSICANA, TEXAS, THAT THE CITY OF CORSICANA ADOPTS/REAFFIRMS THE FOLLOWING AS ATTACHED:

- Exhibit "A". Citizen Participation Plan and Grievance Procedures (Form A1013);
- Exhibit "B". Section 3 Policy (Form A1002);
- Exhibit "C". Excessive Force Policy (Form A1003);
- Exhibit "D". Section 504 Policy and Grievance Procedures (Form A1004); and
- Exhibit "E". Fair Housing Policy (Form 1015).

PASSED and APPROVED by majority vote of the City Council of the City of Corsicana, Texas, this 22nd day of February, 2016.

Chuck McClanahan, Mayor

ATTEST:

Virginia Richardson, City Secretary

APPROVED AS TO FORM:

Kerri Anderson Donica, City Attorney

Date _____

EXHIBIT "A"
THE CITY OF CORSICANA
CITIZEN PARTICIPATION PLAN
TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

COMPLAINT PROCEDURES

These complaint procedures comply with the requirements of the Texas Department of Agriculture's Texas Community Development Block Grant (TxCDBG) Program and Local Government Requirements found in 24 CFR §570.486 (Code of Federal Regulations). Citizens can obtain a copy of these procedures at the City of Corsicana, Government Center, 200 North 12th, Corsicana, TX 75110, (903) 654-4803, during regular business hours.

Below are the formal complaint and grievance procedures regarding the services provided under the TxCDBG project.

1. A person who has a complaint or grievance about any services or activities with respect to the TxCDBG project, whether it is a proposed, ongoing, or completed TxCDBG project, may during regular business hours submit such complaint or grievance, in writing to the City Manager, at 200 North 12th, Corsicana, TX 75110, or may call (903) 654-4803.
2. A copy of the complaint or grievance shall be transmitted by the City Manager to the entity that is the subject of the complaint or grievance and to the City Attorney within five (5) working days after the date of the complaint or grievance was received.
3. The City Manager shall complete an investigation of the complaint or grievance, if practicable, and provide a timely written answer to person who made the complaint or grievance within ten (10) working days.
4. If the investigation cannot be completed within ten (10) working days per 3 above, the person who made the grievance or complaint shall be notified, in writing, within fifteen (15) days where practicable after receipt of the original complaint or grievance and shall detail when the investigation should be completed.
5. If necessary, the grievance and a written copy of the subsequent investigation shall be forwarded to the TxCDBG for their further review and comment.
6. If appropriate, provide copies of grievance procedures and responses to grievances in both English and Spanish, or other appropriate language.

TECHNICAL ASSISTANCE

When requested, the City shall provide technical assistance to groups that are representative of persons of low- and moderate-income in developing proposals for the use of TxCDBG funds. The City, based upon the specific needs of the community's residents at the time of the request, shall determine the level and type of assistance.

PUBLIC HEARING PROVISIONS

For each public hearing scheduled and conducted by the City, the following public hearing provisions shall be observed:

1. Public notice of all hearings must be published at least seventy-two (72) hours prior to the scheduled hearing. The public notice must be published in a local newspaper. Each public notice must include the date, time, location, and topics to be considered at the public hearing. A published newspaper article can also be used to meet this requirement so long as it meets all content and timing requirements. Notices should also be prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups.
2. When a significant number of non-English speaking residents are a part of the potential service area of the TxCDBG project, vital documents such as notices should be published in the predominant language of these non-English speaking citizens.
3. Each public hearing shall be held at a time and location convenient to potential or actual beneficiaries and will include accommodation for persons with disabilities. Persons with disabilities must be able to attend the hearings and the City must make arrangements for individuals who require auxiliary aids or services if contacted at least two days prior to the hearing.
4. A public hearing held prior to the submission of a TxCDBG application must be held after 5:00 PM on a weekday or at a convenient time on a Saturday or Sunday.
5. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter should be present to accommodate the needs of the non-English speaking residents.

The City shall comply with the following citizen participation requirements for the preparation and submission of an application for a TxCDBG project:

1. At a minimum, the City shall hold at least one (1) public hearing prior to submitting the application to the Texas Department of Agriculture.
2. The City shall retain documentation of the hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the proposed use of funds for three (3) years from closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.
3. The public hearing shall include a discussion with citizens as outlined in the applicable TxCDBG application manual to include, but is not limited to, the development of housing and community development needs, the amount of funding available, all eligible activities under the TxCDBG program, and the use of past TxCDBG contract funds, if applicable. Citizens, with particular emphasis on persons of low- and moderate-income who are residents of slum and blight areas, shall be encouraged to submit their views and proposals regarding community development and housing needs. Citizens shall be made

aware of the location where they may submit their views and proposals should they be unable to attend the public hearing.

4. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter should be present to accommodate the needs of the non-English speaking residents.

The City must comply with the following citizen participation requirements in the event that the City receives funds from the TxCDBG program:

1. The City shall also hold a public hearing concerning any substantial change, as determined by TxCDBG, proposed to be made in the use of TxCDBG funds from one eligible activity to another again using the preceding notice requirements.
2. Upon completion of the TxCDBG project, the City shall hold a public hearing and review its program performance including the actual use of the TxCDBG funds.
3. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, for either a public hearing concerning substantial change to the TxCDBG project or for the closeout of the TxCDBG project, publish notice in both English and Spanish, or other appropriate language and provide an interpreter at the hearing to accommodate the needs of the non-English speaking residents.
4. The City shall retain documentation of the TxCDBG project, including hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the actual use of funds for a period of three (3) years from closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.

Chuck McClanahan, Mayor

Date

Exhibit "B"
Section 3 Policy

In accordance with 12 U.S.C. 1701u the City of Corsicana, agrees to implement the following steps, which, to *the greatest extent feasible*, will provide job training, employment and contracting opportunities for Section 3 residents and Section 3 businesses of the areas in which the program/project is being carried out.

- A. Introduce and pass a resolution adopting this plan as a policy to strive to attain goals for compliance to Section 3 regulations by increasing opportunities for employment and contracting for Section 3 residents and businesses.
- B. Assign duties related to implementation of this plan to the designated Civil Rights Officer.
- C. Notify Section 3 residents and business concerns of potential new employment and contracting opportunities as they are triggered by TxCDBG grant awards through the use of: Public Hearings and related advertisements; public notices; bidding advertisements and bid documents; notification to local business organizations such as the Chamber(s) of Commerce or the Urban League; local advertising media including public signage; project area committees and citizen advisory boards; local HUD offices; regional planning agencies; and all other appropriate referral sources. Include Section 3 clauses in all covered solicitations and contracts.
- D. Maintain a list of those businesses that have identified themselves as Section 3 businesses for utilization in TxCDBG funded procurements, notify those businesses of pending contractual opportunities, and make this list available for general Grant Recipient procurement needs.
- E. Maintain a list of those persons who have identified themselves as Section 3 residents and contact those persons when hiring/training opportunities are available through either the Grant Recipient or contractors.
- F. Require that all Prime contractors and subcontractors with contracts over \$100,000 commit to this plan as part of their contract work. Monitor the contractors' performance with respect to meeting Section 3 requirements and require that they submit reports as may be required by HUD or TDA to the Grant Recipient.
- G. Submit reports as required by HUD or TDA regarding contracting with Section 3 businesses and/or employment as they occur; and submit reports within 20 days of calendar year end which identify and quantify Section 3 businesses and employees.
- H. Maintain records, including copies of correspondence, memoranda, etc., which document all actions taken to comply with Section 3 regulations.

As officers and representatives of City of Corsicana, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

Signature

Mayor
Title

Date

A1003

Exhibit "C"
Excessive Force Policy

In accordance with 24 CFR 91.325(b)(6), the City of Corsicana hereby adopts and will enforce the following policy with respect to the use of excessive force:

1. It is the policy of the City of Corsicana to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations;
2. It is also the policy of the City of Corsicana to enforce applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.
3. City of Corsicana will introduce and pass a resolution adopting this policy.

As officers and representatives of City of Corsicana, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

Signature

Mayor

Title

Date

Exhibit "D"
**Section 504 Policy Against Discrimination based on Handicap
and Grievance Procedures**

In accordance with 24 CFR Section 8, Nondiscrimination based on Handicap in federally assisted programs and activities of the Department of Housing and Urban Development, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Section 109 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309), City of Corsicana hereby adopts the following policy and grievance procedures:

Discrimination prohibited. No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development (HUD).

1. City of Corsicana does not discriminate on the basis of handicap in admission or access to, or treatment or employment in, its federally assisted programs and activities.
2. City of Corsicana recruitment materials or publications shall include a statement of this policy in 1. above.
3. City of Corsicana shall take continuing steps to notify participants, beneficiaries, applicants and employees, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the recipients that it does not discriminate on the basis of handicap in violation of 24 CFR Part 8.
4. For hearing and visually impaired individuals eligible to be served or likely to be affected by the TxCDBG program, City of Corsicana shall ensure that they are provided with the information necessary to understand and participate in the TxCDBG program.
5. Grievances and Complaints
 - a. Any person who believes she or he has been subjected to discrimination on the basis of disability may file a grievance under this procedure. It is against the law for City of Corsicana to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.
 - b. Complaints should be addressed to: **City Manager, 200 North 12th Street, Corsicana, TX 75110, (903-654-4803)**, who has been designated to coordinate Section 504 compliance efforts.
 - c. A complaint should be filed in writing or verbally, contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.
 - d. A complaint should be filed within thirty (30) working days after the complainant becomes aware of the alleged violation.
 - e. An investigation, as may be appropriate, shall follow a filing of a complaint. The investigation will be conducted by the City Manager. Informal but thorough investigations will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint.

- f. A written determination as to the validity of the complaint and description of resolution, if any, shall be issued by the **City Manager**, and a copy forwarded to the complainant with fifteen (15) working days after the filing of the complaint where practicable.
- g. The Section 504 coordinator shall maintain the files and records of the City of Corsicana relating to the complaints files.
- h. The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the determination/resolution as described in f. above. The request for reconsideration should be made to the City of Corsicana within ten working days after the receipt of the written determination/resolution.
- i. The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 complaint with the U.S. Department of Housing and Urban Development. Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.
- j. These procedures shall be construed to protect the substantive rights of interested persons, to meet appropriate due process standards and assure that the City of Corsicana complies with Section 504 and HUD regulations.

A1015

**Exhibit "E"
Fair Housing Policy**

In accordance with Fair Housing Act, the City of Corsicana hereby adopts the following policy with respect to the Affirmatively Furthering Fair Housing:

1. City of Corsicana agrees to affirmatively further fair housing choice for all seven protected classes (race, color, religion, sex, disability, familial status, and national origin).
2. City of Corsicana agrees to plan at least one activity during the contract term to affirmatively further fair housing.
3. City of Corsicana will introduce and pass a resolution adopting this policy.

As officers and representatives of City of Corsicana, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

Signature

Chuck McClanahan, Mayor
Title

Date

Attest:

Virginia Richardson, City Secretary

ITEM NO. 8D

Date: February 22, 2016

Subject: **Historic Downtown District Reinvestment Tax Credit**

Comments: Attached is a listing of 29 property owners requesting tax abatement of property taxes paid in 2015. Based on 2015 expenditures to maintain and improve downtown buildings, property owners may be reimbursed taxes paid the City of Corsicana and Navarro County based on investments in approved maintenance projects of a property up to the maximum taxation by each entity. Downtown property owners are eligible to apply for this incentive each year.

Below is the 2015 Summary of the Downtown Corsicana Reinvestment Tax Credits:

TOTALS FOR THIS RESOLUTION:

TOTAL CITY TAX CREDIT FOR CDRD FOR 2015:

Total City Tax Credit	\$ 20,689.35
Total Reinvestment Reported	\$ 192,569.27

COMBINED TOTALS FOR 2015:

Total Downtown Property Tax Credit Applications	29
Total Project Expenditures Reported	\$ 192,569.27
Total City of Corsicana Tax Credits	\$ \$20,689.35
Total Navarro County Tax Credits	\$ 16,908.90

Recommendation: Approve the applications for Reinvestment Tax Credits.

MOTION:

I MOVE TO APPROVE THE APPLICATIONS FOR REINVESTMENT TAX CREDITS.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CORSICANA, TEXAS, APPROVING THE APPLICATIONS
SUBMITTED FOR DOWNTOWN REINVESTMENT TAX CREDITS.**

WHEREAS, the City Council has adopted an ordinance creating the Downtown Revitalization District as a designated reinvestment zone providing for reinvestment tax credits to downtown property owners in an effort to encourage the maintenance and revitalization of the historic downtown area; and

WHEREAS, the ordinance allows for a tax credit on improvements made to downtown buildings and provides for a dollar for dollar tax credit to downtown property owners on approved expenditures; and

WHEREAS, the attached "Exhibit A" identifies the applicant, the location, the improvements to the property and the amount of the tax credit; and

WHEREAS, each eligible property owner is current with all ad valorem property taxes and has met all criteria as required.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CORSICANA, TEXAS, that the application for downtown reinvestment tax credits, identified on the attached Exhibit A, is hereby approved.

PASSED and APPROVED by majority vote of the City Council of the City of Corsicana, Texas, this **22nd** day of **February, 2016**.

Chuck McClanahan, Mayor

ATTEST:

Virginia Richardson, City Secretary

APPROVED AS TO FORM:

Kerri Anderson Donica, City Attorney

EXHIBIT A

**2015 REINVESTMENT TAX CREDIT
CORSICANA DOWNTOWN REVITALIZATION DISTRICT
CORSICANA, TEXAS**

February 22, 2016

<u>Property Address</u>	<u>Property Owners</u>	<u>Max. City Tax Credit</u>	<u>Max. County Tax Credit</u>
316 N. Beaton Street	Alexander & Kimberly Yukon Repairs: Replaced AC units Total Reported: \$2395.00 NCAD Property ID:34763	\$869.17	\$708.01
207 W. 5th Avenue	Ann Marett Repairs: bathroom build out and garage Total Reported: \$8395.21 NCAD Property ID: 56399	\$260.35	\$212.07
123 W. Collin Street	Bobbie Joyce Thedford Repairs: Electrical Total Reported: \$1202.76 NCAD Property ID: 48177	\$279.73	\$227.86
215 E. 5th Avenue	Carolyn McCombs Repairs: AC units Total Reported: \$4334.00 NCAD Property ID:35034	\$628.39	\$511.87
109 S. Beaton Street	Charles Williams Barber Shop Repairs: Foundation level, flooring, bathroom Total Reported: \$11121.47 NCAD Property ID: 40149	\$209.11	\$170.33
101 N. Beaton Street	Corsicana Tower, LLC. Repairs: Roof, fire escape, flooring Total Reported: \$14989.75 NCAD Property ID: 40120	\$4,001.75	\$3,259.72
401 N. Beaton Street	Daniel Hudson Repairs: Façade paint Total Reported: \$975.00 NCAD Property ID: 40126	\$281.49	\$229.29

124 W. 5th Avenue	Darrell Raines Repairs: Front entrance and door Total Reported: \$1580.25 NCAD Property ID: 40100	\$251.01	\$204.46
114 N. Beaton Street	Darrell Raines Repairs: Awning and window repair Total Reported: \$2000.00 NCAD Property ID: 40161	\$337.75	\$275.12
423 N. Main Street	DenJon Investments Repairs: Fence, door, underground tunnel, pipes Total Reported: \$3940.28 NCAD Property ID: 52859	\$169.28	\$137.89
100 N. Main Street	Dick Martinson Repairs: AC units, Total Reported: \$19,151.25 NCAD Property ID: 26491	\$2,195.20	\$1,788.15
210-220 E. 4th Avenue	Ed Erwin Repairs: Loft renovations Total Reported: \$21,233.00 NCAD Property ID: 35003-35004	\$551.31	\$449.08
124 W. Collin Street	Energy Control, LLC. Repairs: Windows, vandalism, downspouts Total Reported: \$2100 NCAD Property ID: 40175	\$1,201.09	\$978.37
108 S. Beaton Street	James T. Hale Repairs: Repair and repaint facade Total Reported: \$1949.00 NCAD Property ID: 40114	\$407.68	\$332.09
201 N. Beaton Street	James T. Hale Repairs: Repair and replace windows Total Reported: \$637.00 NCAD Property ID: 35033	\$501.76	\$408.72
120 W. 6th Avenue	James T. Langham Repairs: 2500 sq ft of flooring Total Reported: \$11328.58 NCAD Property ID: 40119	\$1,487.72	\$1,211.85
323 N. Beaton Street	Joe Brooks Repairs: Foundation leveling & flooring Total Reported: \$8668.04 NCAD Property ID: 35013	\$206.04	\$223.77

117 S. Beaton Street	John Pallanich Repairs: New Roof, and gutters Total Reported: \$21,072.71 NCAD Property ID: 53241	\$599.10	\$488.01
202 N. Beaton Street	John Yates Repairs: Maintenance and repairs-AC/flooring Total Reported: \$2835.47 NCAD Property ID: 40096	\$1,036.95	\$844.67
216 N. Beaton Street	John Yates Repairs: Renovation to lofts Total Reported: \$16,188.89 NCAD Property ID: 40090	\$344.96	\$281.00
104 S. Beaton Street	Joseph Thomas Guest Trust Repairs: Renovation of lofts Total Reported: \$1067.51 NCAD Property ID: 40112	\$305.20	\$248.60
112 W. Collin Street	Judy Riley Repairs: Façade paint, gutters, electrical Total Reported: \$2400 NCAD Property ID: 40169	\$831.10	\$676.99
226 N. Commerce Street	Keith Berry Repairs: Façade paint and maintenance Total Reported: \$829.23 NCAD Property ID: 35025	\$326.27	\$265.77
118 W. Collin Street	Kyle Glicksman Repairs: façade paint and flooring Total Reported:\$3207.41 NCAD Property ID: 40173	\$250.88	\$204.36
100 W. 3rd Avenue	Kyle Hobratschk Repairs: Repaint façade and windows Total Reported: \$2609.40 NCAD Property ID: 35052	\$699.45	\$569.76
309 N. Beaton Street	Lowell Olsen Dunn Repairs: Exterior doors and cabinets Total Reported: \$3436.27 NCAD Property ID: 35017	\$955.98	\$778.71
308 S. Beaton Street	Matthew Wallen Repairs: Roofing Total Reported:\$4125.00 NCAD Property ID: 40596	\$780.36	\$635.66

214 N. Beaton Street	Rebecca Tomberlin Repairs: New roof Total Reported: \$17,920.79 NCAD Property ID: 40091	\$523.71 	\$426.60
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222 N. Beaton Street	Slamn Jmmbn Opportunities, LLC. Repairs: Flooring Total Reported: \$876.00 NCAD Property ID:40087	\$196.56 	\$160.12
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Total:	\$20,689.35	\$16,908.90
Reported Investment Amount:	\$192,569.27	

TOTAL CITY TAX CREDIT FOR CDRD FOR 2015:

Total City Tax Credit	\$20,689.35
Total Reinvestment Reported	\$192,569.27

TOTAL CITY TAX CREDIT FOR CDRD FOR 2014:

Total City Tax Credit	\$14,463.90
Total Reinvestment Reported	\$104,375.41

ITEM NO. 9

Date: February 22, 2016

Subject: **Appointments/Miscellaneous Business**

Comments: N/A

Recommendation: N/A

ITEM NO. 10

Date: February 22, 2016

Subject: Reports and Miscellaneous Announcements

Comments:

- a. Presentation of the 2015 Corsicana Police Department Police Contact Data Annual Report by Police Chief Randy Bratton.
- b. Mayor/Council

Items to Mention: