

**RESOLUTION NO. 14-10-16-10**

**A RESOLUTION APPROVING AN AMENDMENT TO THE PERFORMANCE AGREEMENT BETWEEN THE CORINTH ECONOMIC DEVELOPMENT CORPORATION AND DENTON AREA TEACHERS CREDIT UNION.**

**WHEREAS**, the City of Corinth Economic Development Corporation (hereinafter referred to as the "CED Corporation"), a Type B economic development corporation, created pursuant to Chapter 505 of the Texas Local Government Code, as amended, approved a Project and a Performance Agreement with Denton Area Teachers Credit Union ("DATCU"), effective April 19, 2014, (the "Performance Agreement") and, with the adoption of Resolution No. 14-04-03-03, the Corinth City Council approved the Project and the Performance Agreement with DATCU; and

**WHEREAS**, the CED Corporation Board of Directors has approved an amendment to the Agreement and the City Council determines that it is in the best interest of the City to adopt this Resolution approving the Amendment to the Performance Agreement;

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

**SECTION 1.**

That the recitals, findings, and determinations contained in the preamble to this Resolution are adopted and are hereby found and declared to be true and correct.

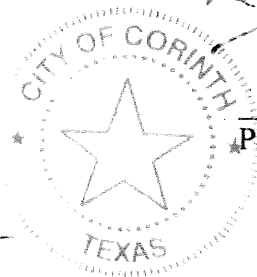
**SECTION 2.**

The City Council approves the Amendment to the Agreement.

**SECTION 3.**

This Resolution shall become effective upon its passage and approval.

**PASSED AND APPROVED ON THIS** 16 **DAY OF** October, 2014.



*Paul Ruggiere*  
Paul Ruggiere, Mayor

ATTEST:

*Kim Pence*  
Kim Pence, City Secretary

APPROVED AS TO LEGAL FORM:

*Debra A. Drayovitch*  
Debra A. Drayovitch, City Attorney

**FIRST AMENDMENT TO PERFORMANCE AGREEMENT BETWEEN THE  
CORINTH ECONOMIC DEVELOPMENT CORPORATION AND DATCU**

This FIRST AMENDMENT TO THE PERFORMANCE AGREEMENT ("Amendment") is effective the 16 day of October, 2014, and is intended to modify that certain Agreement effective April 19, 2014, (the "Agreement") between the Corinth Economic Development Corporation (the "CED Corporation") and DATCU, a credit union incorporated under the laws of the State of Texas (the "Developer").

**WHEREAS**, due to circumstances beyond the reasonable control of Developer, the construction schedule for the improvements to be constructed has been delayed and the Developer has requested an adjustment to the performance dates in the Agreement, and the Agreement allows the CED Corporation to approve extensions in the construction schedule; **NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CED Corporation and Developer agree as follows:

**I.**

That Section 6 (Obligations of Developer) of the Agreement is hereby amended to read as follows:

**"SECTION 6. OBLIGATIONS OF DEVELOPER.**

- (a) Developer shall commence vertical construction of the Facility not later than March 1, 2015, and obtain a certificate of occupancy on or before August 1, 2016, subject to any delays approved by the CED Corporation.
- (b) During the term of this Agreement following the issuance of a certificate of occupancy for the Facility and Improvements and continuing thereafter for a period of five years, the Developer shall continuously operate the Improvements as the corporate headquarters of DATCU.
- (c) Developer shall expend at least \$12,000,000 to construct Improvements on the Property and open the Facility on or before August 1, 2016.
- (d) The Developer agrees to hire 75 full time employees to work at the Facility not later than 24 months after the issuance of the certificate of occupancy and maintain the payroll for at least 75 employees for the remainder of the term of this Agreement.
- (e) The Developer agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements between the Developer and the CED Corporation, and any related agreements between the Developer and the CED Corporation.
- (e) Commencing January 1, 2017, the Developer shall maintain a Minimum Taxable Value of \$12,000,000.00 for Improvements to the Property. In the event that Denton County Appraisal District fails to assess the Minimum Taxable Value, Developer shall be in default of this Agreement.

- (f) The Developer shall, on or before January 1 of each year, submit a report to Director which summarizes and certifies Developer's compliance with the terms of this Agreement."

**II.**

That Subsection (b)(5) of Section 7 (DEFAULT; REMEDIES) of the Agreement is hereby amended so that said subsection shall read as follows:

**"SECTION 7. DEFAULT; REMEDIES.**

...  
(b)  
...

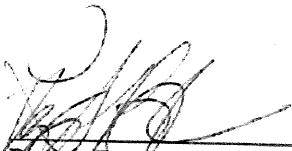
(5) if Denton County Appraisal District fails to assess the Minimum Assessed Value for 2017 or any subsequent year of the term of this Agreement."

**III.**

- (a) Unless otherwise provided herein, all defined terms shall have the same meaning as ascribed to such terms in the Agreement.
- (b) In the event of any conflict or inconsistency between the terms of this Amendment and the Agreement, the terms of this Amendment shall govern and control.
- (c) Except as otherwise provided for in this Amendment, the Agreement shall remain in full force and effect in accordance with the original terms of the Agreement.
- (d) The persons who have executed this Amendment represent and warrant that they are duly authorized to execute this Agreement in the representative capacity as indicated.
- (e) This Amendment is conditioned upon approval by the Corinth City Council.

IN WITNESS WHEREOF, this Amendment is executed the 16 day of October, 2014.

**CORINTH ECONOMIC DEVELOPMENT CORPORATION**

  
\_\_\_\_\_  
Peggy Bush, President, Board of Directors

**DEVELOPER, DATCU**

  
\_\_\_\_\_  
Glen McKenzie, President