

**FINDINGS**  
of the  
***ADRIAN INDEPENDENT  
SCHOOL DISTRICT  
BOARD OF TRUSTEES***

**Under Chapter 313 of the  
Texas Tax Code**

**ON THE APPLICATION FOR A  
LIMITED APPRAISED VALUE ON  
QUALIFIED PROPERTY**

**SUBMITTED BY**

***SPINNING SPUR WIND THREE, LLC***

***Comptroller Application Number 313***

**RESOLUTION AND FINDINGS OF FACT**  
**of the**  
**ADRIAN INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES**  
**UNDER CHAPTER 313 OF THE TEXAS TAX CODE**  
**ON THE APPLICATION FOR A**  
**LIMITED APPRAISED VALUE ON QUALIFIED PROPERTY SUBMITTED**  
**BY SPINNING SPUR WIND THREE, LLC**

STATE OF TEXAS                   §  
   §  
COUNTY OF OLDHAM           §

**PREAMBLE**

On the 19<sup>th</sup> day of November, 2013, a public meeting of the Board of Trustees of the Adrian Independent School District (the “Board”) was held to solicit input from interested parties on the application by SPINNING SPUR WIND THREE, LLC (“Spur Three” or “Applicant”) for an appraised value limitation on qualified property under Chapter 313 of the Texas Tax Code. The meeting was duly posted in accordance with the provisions of the Texas Open Meetings Act, Chapter 551, Texas Government Code. At the meeting, the Board considered the application by Spur Three for a Limited Appraised Value on Qualified Property, pursuant to Chapter 313 of the Texas Tax Code. The Board of Trustees solicited input into its deliberations from interested parties within the District. After hearing presentations from the District’s administrative staff and the consultants retained by the District to advise the Board in this matter, the Board of Trustees of the Adrian Independent School District makes the following Findings regarding the Application:

On or about the 8<sup>th</sup> day of July, 2013, the Board of Trustees for the Adrian Independent School District, received an Application for an Appraised Value Limitation on Qualified Property from Spur Three, pursuant to Chapter 313 of the Texas Tax Code. The general nature of Applicant’s investment in qualified property set forth in the Application is for equipment and material related to the creation of a wind power electric generation facility. *See* Comptroller’s Recommendation Letter, dated October 10, 2013, attached hereto as Attachment C. The Board agreed to consider such Application, and the District formally acknowledged receipt of the Application for consideration on behalf of the District. The Texas Comptroller of Public Accounts received the completed Application on or about July 11, 2013. Thereafter, on behalf of the Applicant, the District submitted Amendments to the Application, including: Amendment No. 001 on August 1, 2013 (updated wage data information); Amendment No. 002 on August 30, 2013 (various items requested by the Comptroller); and, Amendment No. 003 on September 26, 2013 (reinvestment zone documents). The Application and Amendments Nos. 001, 002 and 003 are collectively referred to as the “Application.” The Comptroller issued its notice of completeness by letter dated September 16, 2013, the Application review start date. A copy of the Application and Comptroller letter of September 16, 2013 are attached as Attachment A.

The Texas Taxpayer Identification number for Spur Three is 32046003334. Spur Three is an entity subject to Chapter 171 of the Texas Tax Code and is certified to be in good standing

with the Texas Comptroller of Public Accounts as required by Texas Tax Code §313.024(a). *See* Attachments A, B and C.

The Board acknowledged receipt of the Application and necessary application fee as established by §313.025(a)(1) of the Texas Tax Code and Local District Policy.

The Application was delivered to the Texas Comptroller's Office for review pursuant to §313.025(b) of the Texas Tax Code.

A copy of the Application was delivered to the Oldham County Appraisal District for review pursuant to 34 Texas Administrative Code §9.1054.

The Application was reviewed by the Texas Comptroller's Office pursuant to Texas Tax Code §§313.025 and 313.026. After receipt of the Application, the Texas Comptroller's Office caused an economic impact evaluation to be conducted pursuant to §313.026 of the Texas Tax Code. The Comptroller, pursuant to Texas Tax Code §313.025(h), determined the project subject to the Application meets the requirements for eligibility under Texas Tax Code §313.024 for a limitation on appraised value, and after reviewing the Application based on the criteria set out in Texas Tax Code § 313.026, issued a recommendation on October 10, 2013 that the Application be approved. *See* Attachment C. The Board of Trustees has carefully considered such evaluation and recommendation. Copies of the Recommendation and Economic Impact Evaluation are attached to these Findings as Attachments C and D.

The Board also directed that a specific school financial analysis be conducted of the impact of the proposed value limitation on the finances of Adrian Independent School District. A copy of a report prepared by Randy McDowell and Neal Brown is attached to these Findings as Attachment E.

The Board has confirmed that the taxable value of industrial property in the Adrian Independent School District for the preceding tax year, as determined under Subchapter M, Chapter 403 of the Texas Government Code, falls within a rural school district, Category IV of §313.054 of the Texas Tax Code. *See* Comptroller's "2012 ISD Summary Worksheet," attached hereto as Attachment F, and Attachment C.

After receipt of the completed Application, the District entered into negotiations with Spur Three regarding the specific language to be included in the Limitation on Appraised Value Agreement ("LAVA") pursuant to Chapter 313 of the Texas Tax Code, including appropriate revenue protection provisions for the District. The proposed LAVA is attached to these Findings as Attachment G, and the LAVA was submitted to and approved by the Comptroller as set out under 34 Texas Administrative Code §9.1015, *et seq.* *See* copy of November 8, 2013 Agreement approval letter from the Comptroller, attached to these Findings as Attachment H.

After review of the Comptroller's recommendation, and in consideration of its own analysis of Spur Three's Application and all other substantive documentation related thereto, the Board, in addition to the above Findings, further finds as follows:

## **Board Finding Number 1.**

*There is a strong relationship between the Applicant's industry and the types of qualifying jobs to be created by the Applicant and the long-term economic growth plan of this State as described in the strategic plan for economic development (the ED Plan) submitted by the Texas Strategic Economic Development Commission under § 481.033 of the Texas Government Code.*

In support of Finding Number 1, the Economic Impact Evaluation states:

The Texas Economic Development Plan focuses on attracting and developing industries using technology. It also identifies opportunities for existing Texas industries. The plan centers on promoting economic prosperity throughout Texas and the skilled workers that the Spinning Spur Wind Three, LLC project requires appear to be in line with the focus and themes of the plan. Texas identified energy as one of six target clusters in the Texas Cluster Initiative. The plan stresses the importance of technology in all sectors of the energy industry.

## **Board Finding Number 2.**

*Applicant's renewable energy generation facility will improve the economic condition of Oldham County and the region.*

In support of this Finding, the information provided by the Comptroller's Office analyzes several economic factors and conditions, including population, employment and taxes. The Comptroller's Economic Impact Evaluation indicates the population growth of Oldham County lagged behind that of the state in recent years. The state population grew by 1.8 percent between 2009 and 2010, while the population of Oldham County only increased 0.4 percent over the same period. Oldham County was the 235<sup>th</sup> largest county in population in 2010, and the 161<sup>st</sup> fastest growing county from 2009 to 2010.

September 2011 employment for Oldham County, however, was up 1.3 percent from September 2010, while the state total employment increased .9 percent in this same period. The total employment in September 2011 was 890. The unemployment rate in Oldham County was 6.0 percent in September 2011, which is unchanged from 6.0 percent in September 2010. This was, however, lower than the state average of 8.5 percent for September 2011.

Oldham County has lower per-capita personal income than the state as a whole. The average per-capita income for Oldham County residents for 2009 was \$29,139, which ranked 195<sup>th</sup> among the 254 counties in Texas, and was down 9.0 percent from 2008. The Texas average was \$38,609 for the same period.

Taxable sales in Oldham County through the fourth quarter of 2010 were \$6.17 million, up 26.9 percent from the same period in 2009. Taxable sales in the City of Adrian through the fourth quarter of 2010 were \$468,723.00, which was down 7.7 percent from the same period in 2009.

Given recent income levels and sales tax activity, Oldham County will likely continue to benefit from economic activity like that associated with the Spur Three project. Major capital investments like this project are beneficial to the community on a number of fronts, including employment, expanded opportunities for existing businesses, and an increased local tax base. See Attachment 3 and Tables 1 and 2 of Attachment D.

### **Board Finding Number 3.**

*Based on the Application, the level of the Applicant's average investment per qualifying job over the term of the Agreement is estimated to be approximately \$38 million, based on five (5) qualifying positions to be allocated for the Spur Three project in Adrian ISD.*

In support of Finding Number 3, the Economic Impact Evaluation states:

The project's total investment is \$190 million, resulting in a relative level of investment per qualifying job of \$38 million.

The investment amount per job may vary, depending on the total number of turbines actually installed by Applicant. See Attachment I.

### **Board Finding Number 4.**

*The average salary level of qualifying jobs is expected to be at least \$57,000 per year, which meets the requirements under Chapter 313 for an appropriate wage-level, and each qualifying job will receive benefits such as medical, dental, and vision insurance coverage, vacation time, sick time, and skills training. Spur Three indicates that it will allocate five (5) new jobs within the District, all five (5) of which will be permanent jobs that will meet the criteria of a qualifying job.*

In support of Finding Number 4, the Economic Impact Evaluation states:

After construction, the project will create five new jobs when fully operational. All five jobs will meet the criteria for qualifying jobs as specified in Tax Code Section 313.021(3). According to the Texas Workforce Commission (TWC), the regional manufacturing wage for the Panhandle Regional Planning Commission Region, where Oldham County is located was \$41,850 in 2012. The annual average manufacturing wage for 2012-2013 for Oldham County is \$51,701. That same year, the county annual average wage for all industries was \$45,812. In addition to an annual average salary of \$57,000 each qualifying position will receive benefits such as medical, dental and vision insurance, vacation time, sick leave and skills training.

### **Board Finding Number 5.**

*The new jobs creation requirement under § 313.051(b) exceeds the industry standard for the number of employees reasonably necessary for the operation of the Applicant's facility described in the Application, and Applicant qualifies for a waiver of the new jobs requirement pursuant to § 313.025(f-1).*

In support of this Finding, Applicant, as Attachment 13 to its Application, submitted information regarding the industry standard for the number of jobs for a project with qualified property of this size and type. Attachment 13 provides that for a project of the size and type described in the Application, the project will require less than ten (10) permanent jobs. The industry standard requires approximately one (1) full time position for every 15 to 20 turbines, depending on the size and type of turbines selected, which is less than the requirements of §313.051(b). A copy of Attachment and check list item 13 submitted with the Application is attached hereto as Attachment I. Applicant reported in its Application that it would create at least five (5) new jobs, all five (5) of which are qualifying jobs, to service and support approximately 70 turbines, which is in line with the requirement under Texas Tax Code § 313.051 and industry standards. See Attachments A and I.

### **Board Finding Number 6.**

*The ability of the Applicant to locate the proposed wind energy facility in another state or another region of this state is significant because of the highly competitive marketplace for economic development.*

In support of Finding Number 6, the Economic Impact Evaluation states:

According to Spinning Spur Wind Three, LLC's application, 'The applicant can locate the Project anywhere in the U.S. with sufficient prevailing wind conditions conducive to power generation.'

### **Board Finding Number 7.**

*Subsequent positive economic effects on the local and regional tax bases will be significant. The District will receive revenue gains due to the increase in its tax base. Likewise, the Board finds that the local and regional tax base will increase, and that the Applicant's renewable energy project will improve the economic condition of the region and the state.*

In support of Finding Number 7, the Economic Impact Evaluation states:

Table 1 depicts Spinning Spur Wind Three, LLC's estimated economic impact to Texas. It depicts the direct, indirect and induced effects to employment and

personal income within the state. The Comptroller's office calculated the economic impact based on 16 years of annual investment and employment levels using software from Regional Economic Models, Inc., (REMI). The impact includes the construction period and the operating period of the project.

Table 1: Estimated Statewide Economic Impact of Investment and Employment in Spinning Spur Wind Three, LLC.

Year	Employment			Personal Income		
	Direct	Indirect + Induced	Total	Direct	Indirect + Induced	Total
2013	25	28	53	\$1,425,000	\$1,575,000	\$3,000,000
2014	55	60	115	\$3,135,000	\$3,865,000	\$7,000,000
2015	5	6	11	\$285,000	\$715,000	\$1,000,000
2016	5	9	14	\$285,000	\$715,000	\$1,000,000
2017	5	9	14	\$285,000	\$1,715,000	\$2,000,000
2018	5	11	16	\$285,000	\$715,000	\$1,000,000
2019	5	13	18	\$285,000	\$715,000	\$1,000,000
2020	5	11	16	\$285,000	\$1,715,000	\$2,000,000
2021	5	13	18	\$285,000	\$1,715,000	\$2,000,000
2022	5	13	18	\$285,000	\$1,715,000	\$2,000,000
2023	5	13	18	\$285,000	\$1,715,000	\$2,000,000
2024	5	9	14	\$285,000	\$1,715,000	\$2,000,000
2025	5	16	21	\$285,000	\$1,715,000	\$2,000,000
2026	5	11	16	\$285,000	\$715,000	\$1,000,000
2027	5	11	16	\$285,000	\$1,715,000	\$2,000,000
2028	5	7	12	\$285,000	\$715,000	\$1,000,000

Source: CPA, REMI, Spinning Spur Wind Three, LLC

The statewide average ad valorem tax base for school districts in Texas was \$1.65 billion in 2021-13 [sic]. Adrian ISD's ad valorem tax base in 2012-13 was \$43 million. The statewide average wealth per WADA was estimated at \$343,155 for fiscal 2012-2013. During that same year, Adrian ISD's estimated wealth per WADA was \$163,601. The impact on the facilities and finances of the district are presented in Attachment 2 [of the Comptroller's Economic Impact Evaluation].

Table 2 examines the estimated direct impact on ad valorem taxes to the school district, Oldham County, and Llano Estacado Water District with all property tax incentives sought being granted using estimated market value from Spinning Spur Wind Three, LLC's application. Spinning Spur Wind Three, LLC has applied for both a value limitation under Chapter 313, Tax Code and a tax abatement with the county. Table 3 illustrates the estimated tax impact of the Spinning Spur Wind Three, LLC project on the region if all taxes are assessed.

Year	Estimated Taxable Value for I&S	Estimated Taxable Value for M&O	Tax Rate <sup>1</sup>	Adrian ISD I&S Levy	Adrian ISD M&O Levy	Adrian ISD M&O and I&S Tax Levies (Before Credit Credited)	Adrian ISD M&O and I&S Tax Levies (After Credit Credited)	Oldham County Tax Levy	Llano Estacado Water District Tax Levy (50.29%)	Estimated Total Property Taxes
			0.0000		1.0400			0.6688	0.0100	
2014	\$190,000,000	\$190,000,000		\$0	\$1,976,000	\$1,976,000	\$1,976,000	\$1,270,682	\$9,555	\$3,256,237
2015	\$180,500,000	\$180,500,000		\$0	\$1,877,200	\$1,877,200	\$1,877,200	\$1,207,148	\$9,077	\$3,093,425
2016	\$171,475,000	\$5,000,000		\$0	\$52,000	\$52,000	\$52,000	\$0	\$8,623	\$60,623
2017	\$162,901,250	\$5,000,000		\$0	\$52,000	\$52,000	\$26,000	\$0	\$8,192	\$34,192
2018	\$154,756,108	\$5,000,000		\$0	\$52,000	\$52,000	\$26,000	\$0	\$7,783	\$33,783
2019	\$147,018,378	\$5,000,000		\$0	\$52,000	\$52,000	\$26,000	\$0	\$7,394	\$33,394
2020	\$139,667,459	\$5,000,000		\$0	\$52,000	\$52,000	\$26,000	\$0	\$7,024	\$33,024
2021	\$132,684,086	\$5,000,000		\$0	\$52,000	\$52,000	\$26,000	\$0	\$6,673	\$32,673
2022	\$126,049,882	\$5,000,000		\$0	\$52,000	\$52,000	\$26,000	\$0	\$6,339	\$32,339
2023	\$119,747,388	\$5,000,000		\$0	\$52,000	\$52,000	\$26,000	\$0	\$6,022	\$32,022
2024	\$113,760,011	\$113,760,011		\$0	\$1,183,104	\$1,183,104	\$34,128	\$0	\$5,721	\$39,849
2025	\$108,072,018	\$108,072,018		\$0	\$1,123,949	\$1,123,949	\$0	\$0	\$5,435	\$5,435
2026	\$102,668,417	\$102,668,417		\$0	\$1,067,752	\$1,067,752	\$0	\$686,626	\$5,163	\$691,789
2027	\$97,534,996	\$97,534,996		\$0	\$1,014,364	\$1,014,364	\$1,014,364	\$652,295	\$4,905	\$1,671,564
2028	\$92,658,246	\$92,658,246		\$0	\$963,646	\$963,646	\$963,646	\$619,680	\$4,660	\$1,587,985
						<b>Total</b>	<b>\$6,099,338</b>	<b>\$4,436,430</b>	<b>\$102,566</b>	<b>\$10,638,334</b>

Assumes School Value Limitation and Tax Abatement with the County.

Source: CPA, Spinning Spur Wind Three, LLC

<sup>1</sup>Tax Rate per \$100 Valuation

Year	Estimated Taxable Value for I&S	Estimated Taxable Value for M&O	Tax Rate <sup>1</sup>	Adrian ISD I&S Levy	Adrian ISD M&O Levy	Adrian ISD M&O and I&S Tax Levies	Oldham County Tax Levy	Llano Estacado Water District Tax Levy (50.29%)	Estimated Total Property Taxes	
				0.0000	1.0400		0.6688	0.0100		
2014	\$190,000,000	\$190,000,000		\$0	\$1,976,000	\$1,976,000	\$1,270,682	\$9,555	\$3,256,237	
2015	\$180,500,000	\$180,500,000		\$0	\$1,877,200	\$1,877,200	\$1,207,148	\$9,077	\$3,093,425	
2016	\$171,475,000	\$171,475,000		\$0	\$1,783,340	\$1,783,340	\$1,146,791	\$8,623	\$2,938,754	
2017	\$162,901,250	\$162,901,250		\$0	\$1,694,173	\$1,694,173	\$1,089,451	\$8,192	\$2,791,816	
2018	\$154,756,108	\$154,756,108		\$0	\$1,609,464	\$1,609,464	\$1,034,978	\$7,783	\$2,652,224	
2019	\$147,018,378	\$147,018,378		\$0	\$1,528,991	\$1,528,991	\$983,230	\$7,394	\$2,519,614	
2020	\$139,667,459	\$139,667,459		\$0	\$1,452,542	\$1,452,542	\$934,068	\$7,024	\$2,393,633	
2021	\$132,684,086	\$132,684,086		\$0	\$1,379,914	\$1,379,914	\$887,365	\$6,673	\$2,273,952	
2022	\$126,049,882	\$126,049,882		\$0	\$1,310,919	\$1,310,919	\$842,996	\$6,339	\$2,160,254	
2023	\$119,747,388	\$119,747,388		\$0	\$1,245,373	\$1,245,373	\$800,847	\$6,022	\$2,052,242	
2024	\$113,760,011	\$113,760,011		\$0	\$1,183,104	\$1,183,104	\$760,804	\$5,721	\$1,949,629	
2025	\$108,072,018	\$108,072,018		\$0	\$1,123,949	\$1,123,949	\$722,764	\$5,435	\$1,852,148	
2026	\$102,668,417	\$102,668,417		\$0	\$1,067,752	\$1,067,752	\$686,626	\$5,163	\$1,759,541	
2027	\$97,534,996	\$97,534,996		\$0	\$1,014,364	\$1,014,364	\$652,295	\$4,905	\$1,671,564	
2028	\$92,658,246	\$92,658,246		\$0	\$963,646	\$963,646	\$619,680	\$4,660	\$1,587,985	
						<b>Total</b>	<b>\$21,210,730</b>	<b>\$13,639,723</b>	<b>\$102,566</b>	<b>\$34,953,019</b>

Source: CPA, Spinning Spur Wind Three, LLC

<sup>1</sup>Tax Rate per \$100 Valuation

See also the District's Financial Impact Report, Tables III, IV and V, attached hereto as Attachment E.

### Board Finding Number 8.

*The revenue gains that will be realized by the school district if the Application is approved will be significant in the long term, with special reference to revenues used for supporting school district debt.*

In support of this Finding, Randy McDowell and Neal Brown estimate in the District's Financial Impact Report, based on Spur Three's Application, that the project would add \$190,000,000 to the tax base at the peak investment level for the 2014 tax year. This additional value is fully taxable for debt service taxes and can be used to meet any current or future debt needs. See Table I of Attachment E and Table 2 of Attachment D. In addition, the projected revenue gains from the proposed Agreement would be approximately \$159,684, based on \$100 per student per year in average daily attendance. See Table VI of Attachment E.

### Board Finding Number 9.

*The effect of the applicant's proposal, if approved, is not expected to increase the District's instructional facility needs. Adrian ISD can easily accommodate the projected student growth with its existing facilities. However, possible increase in and/or changes to class size and personnel could cause the District to incur extraordinary educational expenses.*

The Application indicates that Spur Three expects five (5) new full-time jobs in the District, all five (5) of which meet the criteria of qualifying jobs. It is not known whether these would be new employees to the District, or if current residents would fill these positions. But, it is assumed in the Financial Impact Report that these employees would be new residents to the District, and provide three (3) new students to the District. It is believed that Adrian ISD will easily be able to accommodate new students, if any, which may result from these new jobs. See Table VII of Attachment E. The District must plan to educate all students who reside within its boundaries, and the number of new students could vary widely depending on the number of construction jobs and workers present during the construction phase of Spur Three's renewable energy project. Therefore, the District may need to hire additional temporary teachers and staff to educate the additional students that could enroll in the District. The proposed Limitation on Appraised Value Agreement pursuant to Chapter 313 of the Texas Tax Code, attached hereto as Attachment G, provides that Applicant shall reimburse the District for extraordinary educational related expenses paid by the District that are directly attributable to Applicant's project.

**Board Finding Number 10.**

*During the past two (2) years, sixteen (16) projects in the Panhandle Regional Planning Commission Region applied for value limitation agreements under Tax Code Chapter 313.*

**Board Finding Number 11.**

*The Board finds that the qualified investment and the projected market value of the qualified property of the Applicant is \$190,000,000, as determined by the Comptroller.*

*See also* Table II of Attachment E.

**Board Finding Number 12.**

*The proposed limitation on appraised value for the qualified property is \$5,000,000.*

**Board Finding Number 13.**

*The projected dollar amount of the taxes that would be imposed on the qualified property, for each year of the Agreement, if the property does not receive a limitation on appraised value with the projected depreciations of investment, is shown in Table II of Attachment E, and is based on the assumption that the projected total maintenance and operations tax rate per \$100 in valuation in each year of the Agreement will be as follows:*

**TABLE II- Computation of Net Tax Savings:**

Fiscal Year	Projected M&O Tax Rate	Projected I&S Tax Rate	Taxes w/o Agreement	Tax Savings with Agreement	Tax Credits	Payment of District's Revenue Losses	Net Tax Savings
2014-2015	1.01	0.00	1,919,000	0	n/a	0	0
2015-2016	1.04	0.00	1,877,200	0	n/a	0	0
2016-2017	1.04	0.00	1,783,340	1,731,340	n/a	(204,181)	1,527,159
2017-2018	1.04	0.00	1,694,173	1,642,173	26,000	0	1,668,173
2018-2019	1.04	0.00	1,609,464	1,557,464	26,000	0	1,583,464
2019-2020	1.04	0.00	1,528,991	1,476,991	26,000	0	1,502,991
2020-2021	1.04	0.00	1,452,542	1,400,542	26,000	0	1,426,542
2021-2022	1.04	0.00	1,379,914	1,327,914	26,000	0	1,353,914
2022-2023	1.04	0.00	1,310,919	1,258,919	26,000	0	1,284,919
2023-2024	1.04	0.00	1,245,373	1,193,373	26,000	0	1,219,373
2024-2025	1.01	0.00	1,148,976	0	1,148,976	0	1,148,976
2025-2026	1.04	0.00	1,123,949	0	1,123,949	0	1,123,949
2026-2027	1.04	0.00	1,067,752	0	1,067,752	0	1,067,752
<b>Totals</b>			<b>19,141,593</b>	<b>11,588,716</b>	<b>3,522,677</b>	<b>(204,181)</b>	<b>14,907,211</b>

*The Comptroller's estimated dollar amount of the taxes that would be imposed on the qualified property, for each year of the Agreement, if the property does not receive a limitation on appraised value with the projected depreciations of investment, is depicted in Table 3 of the Economic Impact Evaluation. See Finding No. 7, page 8, infra.*

**Board Finding Number 14.**

*The projected dollar amount of the taxes that would be imposed on the qualified property, for each year of the Agreement, if the property does receive a limitation on appraised value with the projected depreciations of investment, is discernible from Table II of Attachment E, and is based on the assumption that the projected total maintenance and operations tax rate per \$100 in valuation in each year of the Agreement will be as follows:*

**TABLE II- Computation of Net Tax Savings:**

Fiscal Year	Projected M&O Tax Rate	Projected I&S Tax Rate	Taxes w/o Agreement	Tax Savings with Agreement	Tax Credits	Payment of District's Revenue Losses	Net Tax Savings
2014-2015	1.01	0.00	1,919,000	0	n/a	0	0
2015-2016	1.04	0.00	1,877,200	0	n/a	0	0
2016-2017	1.04	0.00	1,783,340	1,731,340	n/a	(204,181)	1,527,159
2017-2018	1.04	0.00	1,694,173	1,642,173	26,000	0	1,668,173
2018-2019	1.04	0.00	1,609,464	1,557,464	26,000	0	1,583,464
2019-2020	1.04	0.00	1,528,991	1,476,991	26,000	0	1,502,991
2020-2021	1.04	0.00	1,452,542	1,400,542	26,000	0	1,426,542
2021-2022	1.04	0.00	1,379,914	1,327,914	26,000	0	1,353,914
2022-2023	1.04	0.00	1,310,919	1,258,919	26,000	0	1,284,919
2023-2024	1.04	0.00	1,245,373	1,193,373	26,000	0	1,219,373
2024-2025	1.01	0.00	1,148,976	0	1,148,976	0	1,148,976
2025-2026	1.04	0.00	1,123,949	0	1,123,949	0	1,123,949
2026-2027	1.04	0.00	1,067,752	0	1,067,752	0	1,067,752
<b>Totals</b>			19,141,593	11,588,716	3,522,677	(204,181)	14,907,211

*The Comptroller's estimated dollar amount of the taxes that would be imposed on the qualified property, for each year of the Agreement, if the property does receive a limitation on appraised value with the projected depreciations of investment, is depicted in Table 2 of the Economic Impact Evaluation. See Finding No. 7, page 7, infra.*

**Board Finding Number 15.**

*The projected effect on the Foundation School Program and impact on the District's finances resulting from payments to the District for each year of the Agreement is shown on Tables III, IV and V of Attachment E. The economic impact from Spur Three's project on the State of Texas, local employment levels and personal income is shown, and in Tables 1, 2 and 3 of the Economic Impact Evaluation. See Finding No. 7, pages 6, 7 and 8, infra.*

**Board Finding Number 16.**

*The projected future tax credits for each year of the Agreement are shown in Table II of Attachment E; See also Finding No. 7, Table 2, at p. 7.*

**Board Finding Number 17.**

*Assuming that Applicant would still construct is renewal energy project in the District, without a limitation on appraised value for the qualified property, the total amount of taxes to be lost over the life of the Agreement by subtracting the projected taxes stated in Finding Number 13 from the projected taxes stated in Finding Number 14 is shown in Table II of Attachment E (column labeled*

*“Tax Savings with Agreement,” which is highlighted in Finding No. 14, page 11). See also difference between Table 3 and Table 2, Finding No. 7, pages 7 and 8.*

**Board Finding Number 18.**

*The Board of Trustees hired consultants to review and verify the information in the Application from Spur Three. Based upon the consultants’ review, the Comptroller’s Economic Impact Evaluation, and the Comptroller’s Recommendation letter, the Board has determined that the information provided by the Applicant in its Application was true and correct when it was submitted (see Attachments B, C and D).*

**Board Finding Number 19.**

*The Applicant (Taxpayer Id. 32046003334) is eligible for the limitation on appraised value of qualified property as specified in the Agreement based on its “good standing” certification as a franchise-tax paying entity (See Attachments B and C).*

**Board Finding Number 20.**

*The Limited Appraised Valuation Agreement on Qualified Property (LAVA), pursuant to Chapter 313 of the Texas Tax Code, attached hereto as Attachment G, includes adequate and appropriate revenue protection provisions for the District.*

In support of this Finding, the Financial Impact Report demonstrates that the District will incur a revenue loss during year 3 of the proposed LAVA. However, the negative consequences of granting the value limitation are offset through the “hold harmless” provision of the LAVA and other revenue protection provisions agreed to by the Applicant and the District. See Table II in Attachment E.

**Board Finding Number 21.**

*The general nature of Applicant’s qualified investment is renewable energy electricity generation (wind), which is eligible for the limitation on the appraised value of Applicant’s Property.*

**Board Finding Number 22.**

***Considering the purpose and effect of the law and the terms of the Agreement, it is in the best interest of the District and the State to approve Spur Three's Application and enter into the attached Limited Appraised Valuation Agreement of Property for School District Maintenance and Operations Taxes.***

IT IS THEREFORE ORDERED, that all of the Findings herein, including the recitals and statements set out in the Preamble herein, are adopted and approved as the Findings of the Adrian Independent School District Board of Trustees, and the Board of Trustees has made the above factual Findings in accordance with the Texas Tax Code § 313.025(e) and Texas Administrative Code 34, Chapter 9, subchapter F; and,

IT IS FURTHER ORDERED that the Application attached hereto as Attachment A is hereby APPROVED; and,

IT IS FURTHER ORDERED that the new jobs requirement pursuant to § 313.051(b) is hereby WAIVED; and,

IT IS FURTHER ORDERED that the Agreement attached hereto as Attachment G is APPROVED and is hereby authorized to be executed and delivered by the Trustee whose signature appears below on behalf of the Adrian Independent School District, along with a copy of the these Findings, which shall be binding upon the parties upon receipt of an executed original of the Agreement from Applicant; and,

IT IS FURTHER ORDERED that these Findings and the Attachments referenced herein be made a part of the official minutes of this meeting, and maintained in the permanent records of the Adrian Independent School District Board of Trustees.

*[the remainder of this page is intentionally left blank]*

Dated this 19<sup>th</sup> day of November, 2013.

Adrian Independent School District

By Richard Harwood  
*Signature*

Richard Harwood  
*Printed Name and Title*

Attest:

By Daniel Gouhkey  
*Signature*

Daniel Gouhkey  
*Printed Name and Title*

## LIST OF ATTACHMENTS

<i>Attachment</i>	<i>Description</i>
A	Spur Three Application and Comptroller's Completeness Letter
B	Franchise Tax Certification of Account Status for Spur Three
C	Comptroller's Recommendation Letter
D	Comptroller Economic Impact Evaluation
E	District's Financial Impact Report
F	Comptroller's 2012 ISD Summary Worksheet
G	Proposed Limited Assessed Valuation Agreement
H	November 8, 2013 Agreement approval letter from Comptroller
I	Spur Three job waiver request

S U S A N

C O M B S

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS

P.O. Box 13528 • AUSTIN, TX 78711-3528



September 16, 2013

Mike Norrell  
Superintendent  
Adrian Independent School District  
P.O. Box 189  
Adrian, Texas 79001

Dear Superintendent Norrell:

On July 11, 2013, the Comptroller's office received from Adrian Independent School District (Adrian ISD) an application from Spinning Spur Wind Three, LLC for a limitation on appraised value. The purpose of this letter is to inform you that the Comptroller's office has received all required documents for the application review and economic impact evaluation.

The Comptroller's office will move forward with our economic impact evaluation and recommendation to the school district. Tax Code §313.025(d) allows the Comptroller's office to complete the economic impact evaluation and recommendation on or before 91 days from the date of this letter. The Comptroller's office will send a letter of recommendation to the ISD and the applicant.

Please be advised we may request additional or clarifying information to complete our review of the application.

Should you have any questions, please contact Michelle Luera with our office. She can be reached by email at [michelle.luera@cpa.state.tx.us](mailto:michelle.luera@cpa.state.tx.us) or by phone at 1-800-531-5441, ext. 3-6053, or direct in Austin at 512-463-6053.

Sincerely,

A handwritten signature in blue ink, appearing to read "R. Wood".

Robert Wood  
Director  
Economic Development & Analysis

cc: Audie Sciumbato, Underwood Law Firm, P.C.  
Steve Brewster, Cielo Wind Services, Inc.

# Spinning Spur Wind Three, LLC

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Application for Appraised Value  
Limitation on Qualified Property

Presented To

Adrian Independent School District

July 8, 2013



# Application for Appraised Value Limitation on Qualified Property

(Tax Code, Chapter 313, Subchapter B or C)

**Form 50-296**  
(Revised May 2010)

**INSTRUCTIONS:** This application must be completed and filed with the school district. In order for an application to be processed, the governing body (school board) must elect to consider an application, but — by Comptroller rule — the school board may elect to consider the application only after the school district has received a completed application. Texas Tax Code, Section 313.025 requires that any completed application and any supplemental materials received by the school district must be forwarded within seven days to the Comptroller of Public Accounts.

If the school board elects to consider the application, the school district must:

- notify the Comptroller that the school board has elected to consider the application.  
This notice must include:
  - the date on which the school district received the application;
  - the date the school district determined that the application was complete;
  - the date the school board decided to consider the application; and
  - a request that the comptroller prepare an economic impact analysis of the application;
- provide a copy of the notice to the appraisal district;
- must complete the sections of the application reserved for the school district and provide information required in the Comptroller rules located at 34 Texas Administrative Code (TAC) Section 9.1054; and
- forward the original completed application to the Comptroller in a three-ring binder with tabs separating each section of the documents, in addition to an electronic copy on CD. See 34 TAC Chapter 9, Subchapter F.

The governing body may, at its discretion, allow the applicant to supplement or amend the application after the filing date, subject to the restrictions in 34 TAC Chapter 9, Subchapter F.

When the Comptroller receives the notice and required information from the school district, the Comptroller will publish all submitted application materials on its Web site. The Comptroller is authorized to treat some application information as confidential and withhold it from publication on the Internet. To do so, however, the information must be segregated and comply with the other requirements set out in the Comptroller rules as explained in the Confidentiality Notice below.

The Comptroller will independently determine whether the application has been completed according to the Comptroller's rules (34 TAC Chapter 9, Subchapter F). If the Comptroller finds the application is not complete, the Comptroller will request additional materials from the school district. When the Comptroller determines that the application is complete, it will send the school district a notice indicating so. The Comptroller will determine the eligibility of the project, make a recommendation to the school board regarding the application and prepare an economic impact evaluation by the 90th day after the Comptroller receives a complete application—as determined by the Comptroller.

The school board must approve or disapprove the application before the 151st day after the application review start date (the date the application is finally determined to be complete), unless an extension is granted. The Comptroller and school district are authorized to request additional information from the applicant that is reasonably necessary to complete the recommendation, economic impact evaluation or consider the application at any time during the application review period.

Please visit the Comptroller's Web site to find out more about the program at <http://www.window.state.tx.us/taxinfo/proptax/hb1200/index.html>. There are links on this Web page to the Chapter 313 statute, rules and forms. Information about minimum limitation values for particular districts and wage standards may also be found at that site.

## SCHOOL DISTRICT INFORMATION - CERTIFICATION OF APPLICATION

Date application received by district

### Authorized School District Representative

First Name

Mike

Last Name

Norrell

Title

Superintendent

School District Name

Adrian Independent School District

Street Address

P.O. Box 189

Mailing Address

City

Adrian

State

Texas

ZIP

79001

Phone Number

806-538-6203

Fax Number

806-538-6291

Mobile Number (optional)

E-mail Address

mike.norrell@region16.net

I authorize the consultant to provide and obtain information related to this application.....  Yes  No

Will consultant be primary contact? .....  Yes  No



**SCHOOL DISTRICT INFORMATION - CERTIFICATION OF APPLICATION (CONTINUED)**

**Authorized School District Consultant (If Applicable)**

First Name **Audie** Last Name **Sciumbato**

Title **Attorney**

Firm Name **Underwood Law Firm**

Street Address

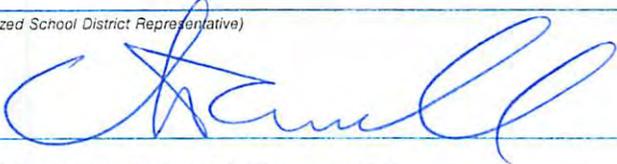
Mailing Address **P.O. Box 9158**

City **Amarillo** State **Texas** ZIP **79105**

Phone Number **806-364-2626** Fax Number **806-379-0316**

Mobile Number (Optional) E-mail Address **Audie.Sciumbato@uwlaw.com**

I am the authorized representative for the school district to which this application is being submitted. I understand that this application is a government record as defined in Chapter 37 of the Texas Penal Code.

Signature (Authorized School District Representative)  Date **7-8-13**

Has the district determined this application complete? .....  Yes  No

If yes, date determined complete. \_\_\_\_\_

Have you completed the school finance documents required by TAC 9.1054(c)(3)? .....  Yes  No

**SCHOOL DISTRICT CHECKLIST AND REQUESTED ATTACHMENTS**

	Checklist	Page X of 16	Check Completed
1	Date application received by the ISD	1 of 16	✓
2	Certification page signed and dated by authorized school district representative	2 of 16	✓
3	Date application deemed complete by ISD	2 of 16	✓
4	Certification pages signed and dated by applicant or authorized business representative of applicant	4 of 16	✓
5	Completed company checklist	12 of 16	✓
6	School finance documents described in TAC 9.1054(c)(3) (Due within 20 days of district providing notice of completed application)	2 of 16	Will Supplement

**APPLICANT INFORMATION - CERTIFICATION OF APPLICATION**

**Authorized Business Representative (Applicant)**

First Name <b>Steve</b>		Last Name <b>Brewster</b>	
Title <b>Project Manager</b>			
Organization <b>Cielo Wind Services, Inc.</b>			
Street Address <b>823 Congress Ave. , Suite 500</b>			
Mailing Address			
City <b>Austin</b>		State <b>Texas</b>	ZIP <b>78701</b>
Phone Number <b>512-440-0305</b>		Fax Number <b>512-440-0277</b>	
Mobile Number (optional) <b>512-924-5656</b>		Business e-mail Address <b>sbrewster@cielowind.com</b>	

Will a company official other than the authorized business representative be responsible for responding to future information requests? .....  Yes  No

If yes, please fill out contact information for that person.

First Name		Last Name	
Title			
Organization			
Street Address			
Mailing Address			
City		State	ZIP
Phone Number		Fax Number	
Mobile Number (optional)		E-mail Address	

I authorize the consultant to provide and obtain information related to this application.. .....  Yes  No

Will consultant be primary contact? .....  Yes  No



APPLICANT INFORMATION - CERTIFICATION OF APPLICATION (CONTINUED)

Authorized Company Consultant (If Applicable)

First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Title \_\_\_\_\_

Firm Name \_\_\_\_\_

Street Address \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Business email Address \_\_\_\_\_

I am the authorized representative for the business entity for the purpose of filing this application. I understand that this application is a government record as defined in Chapter 37 of the Texas Penal Code. The information contained in this application is true and correct to the best of my knowledge and belief.

I hereby certify and affirm that the business entity I represent is in good standing under the laws of the state in which the business entity was organized and that no delinquent taxes are owed to the State of Texas.

Signature (Authorized Business Representative (Applicant)) \_\_\_\_\_ Date 07/08/2013

GIVEN under my hand and seal of office this 8th day of July, 2013



(Notary Seal)

Tyler Brooks  
Notary Public, State of Texas

My commission expires Oct. 17, 2015

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code § 37.10.



FEES AND PAYMENTS

Enclosed is proof of application fee paid to the school district.

For the purpose of this question, "payments to the school district" include any and all payments or transfers of things of value made to the school district or to any person or persons in any form if such payment or transfer of thing of value being provided is in recognition of, anticipation of, or consideration for the agreement for limitation on appraised value.

Please answer only either A OR B:

A. Will any "payments to the school district" that you may make in order to receive a property tax value limitation agreement result in payments that are not in compliance with Tax Code, 313.027(i)?

B. If "payments to the school district" will only be determined by a formula or methodology without a specific amount being specified, could such method result in "payments to the school district" that are not in compliance with Tax Code §313.027(i)?

BUSINESS APPLICANT INFORMATION

Legal Name under which application is made

Spinning Spur Wind Three LLC

Texas Taxpayer I.D. Number of entity subject to Tax Code, Chapter 171 (11 digits)

32046003334

NAICS code

221119

Is the applicant a party to any other Chapter 313 agreements?

If yes, please list name of school district and year of agreement.

APPLICANT BUSINESS STRUCTURE

Registered to do business in Texas with the Texas Secretary of State?

Identify business organization of applicant (corporation, limited liability corporation, etc.)

limited liability corporation

1. Is the applicant a combined group, or comprised of members of a combined group, as defined by Texas Tax Code Chapter 171.0001(7)?

2. Is the applicant current on all tax payments due to the State of Texas?

3. Are all applicant members of the combined group current on all tax payments due to the State of Texas?

If the answer to either question is no, please explain and/or disclose any history of default, delinquencies and/or any material litigation, including litigation involving the State of Texas. (Use attachment if necessary.)

**ELIGIBILITY UNDER TAX CODE CHAPTER 313.024**

- Are you an entity to which Tax Code, Chapter 171 applies?  Yes  No
- The property will be used as an integral part, or as a necessary auxiliary part, in one of the following activities:
  - (1) manufacturing  Yes  No
  - (2) research and development  Yes  No
  - (3) a clean coal project, as defined by Section 5.001, Water Code  Yes  No
  - (4) an advanced clean energy project, as defined by Section 382.003, Health and Safety Code  Yes  No
  - (5) renewable energy electric generation  Yes  No
  - (6) electric power generation using integrated gasification combined cycle technology  Yes  No
  - (7) nuclear electric power generation  Yes  No
  - (8) a computer center that is used as an integral part or as a necessary auxiliary part for the activity conducted by applicant in one or more activities described by Subdivisions (1) through (7)  Yes  No
- Are you requesting that any of the land be classified as qualified investment?  Yes  No
- Will any of the proposed qualified investment be leased under a capitalized lease?  Yes  No
- Will any of the proposed qualified investment be leased under an operating lease?  Yes  No
- Are you including property that is owned by a person other than the applicant?  Yes  No
- Will any property be pooled or proposed to be pooled with property owned by the applicant in determining the amount of your qualified investment?  Yes  No

**PROJECT DESCRIPTION**

Provide a detailed description of the scope of the proposed project, including, at a minimum, the type and planned use of real and tangible personal property, the nature of the business, a timeline for property construction or installation, and any other relevant information. (Use attachments as necessary)

The proposed project will consist of a facility designed to use wind power for electricity generation. (See Attachments for further detailed description.)

Describe the ability of your company to locate or relocate in another state or another region of the state.

The Applicant can locate the Project anywhere in the U.S. with sufficient prevailing wind conditions conducive to power generation. (See Attachments for further detailed description.)

**PROJECT CHARACTERISTICS (CHECK ALL THAT APPLY)**

- New Jobs
- Construct New Facility
- New Business / Start-up
- Expand Existing Facility
- Relocation from Out-of-State
- Expansion
- Purchase Machinery & Equipment
- Consolidation
- Relocation within Texas

**PROJECTED TIMELINE**

Begin Construction December 2013      Begin Hiring New Employees December 2013  
 Construction Complete December 2014      Fully Operational December 2014  
 Purchase Machinery & Equipment Nov 2013 - Aug 2014

Do you propose to construct a new building or to erect or affix a new improvement after your application review start date (date your application is finally determined to be complete)?  Yes  No  
**Note:** Improvements made before that time may not be considered qualified property.

When do you anticipate the new buildings or improvements will be placed in service? December 2014

**ECONOMIC INCENTIVES**

Identify state programs the project will apply for:

State Source	Amount
N/A	N/A
_____	_____
_____	_____
Total	_____

Will other incentives be offered by local units of government?  Yes  No

Please use the following box for additional details regarding incentives. (Use attachments if necessary.)

The project company plans to enter into a 312 Tax Abatement Agreement with Oldham County. No additional incentives will be sought by other ISDs located within the project boundary.

**THE PROPERTY**

Identify county or counties in which the proposed project will be located Oldham County, Texas

Central Appraisal District (CAD) that will be responsible for appraising the property Oldham County Central Appraisal District

Will this CAD be acting on behalf of another CAD to appraise this property?  Yes  No

List all taxing entities that have jurisdiction for the property and the portion of project within each entity

County: Oldham County - 100% City: \_\_\_\_\_  
(Name and percent of project) (Name and percent of project)

Hospital District: \_\_\_\_\_ Water District: Llano Estacado Water District - 50.29%  
(Name and percent of project) (Name and percent of project)

Other (describe): \_\_\_\_\_ Other (describe): Vega ISD- 0%  
(Name and percent of project) (Name and percent of project)

Is the project located entirely within this ISD?  Yes  No

If not, please provide additional information on the project scope and size to assist in the economic analysis.

The Project footprint is within the boundaries of both the Adrian ISD and the Vega ISD. None of property investment will be within the boundary of the Vega ISD and a 313 Agreement will not be sought with Vega ISD. The anticipated name plate capacity for the Project is 120MW to 161 MW. The proposed improvements will include wind turbine generators, electric transmission line, operations and maintenance building and electric substation. The anticipated schedule will have construction commencing in the fourth quarter of 2013 with the commercial operations date in the fourth quarter of 2014.



INVESTMENT

NOTE: The minimum amount of qualified investment required to qualify for an appraised value limitation and the minimum amount of appraised value limitation vary depending on whether the school district is classified as rural, and the taxable value of the property within the school district. For assistance in determining estimates of these minimums, access the Comptroller's Web site at www.window.state.tx.us/taxinfo/proptax/hb1200/values.html.

At the time of application, what is the estimated minimum qualified investment required for this school district? \$5 million

What is the amount of appraised value limitation for which you are applying? \$5 million

What is your total estimated qualified investment? \$190,000,000

NOTE: See 313.021(1) for full definition. Generally, Qualified Investment is the sum of the investment in tangible personal property and buildings and new improvements made between beginning of the qualifying time period (date of application final approval by the school district) and the end of the second complete tax year.

What is the anticipated date of application approval? October 1, 2013

What is the anticipated date of the beginning of the qualifying time period? October 1, 2013

What is the total estimated investment for this project for the period from the time of application submission to the end of the limitation period? \$190,000,000

Describe the qualified investment.[See 313.021(1).]

Attach the following items to this application:

- (1) a specific and detailed description of the qualified investment you propose to make on the property for which you are requesting an appraised value limitation as defined by Tax Code §313.021,
(2) a description of any new buildings, proposed improvements or personal property which you intend to include as part of your minimum qualified investment and
(3) a map of the qualified investment showing location of new buildings or new improvements with vicinity map.

Do you intend to make at least the minimum qualified investment required by Tax Code §313.023 (or 313.053 for rural school districts) for the relevant school district category during the qualifying time period? [X] Yes [ ] No

Except for new equipment described in Tax Code §151.318(q) or (q-1), is the proposed tangible personal property to be placed in service for the first time:

- (1) in or on the new building or other new improvement for which you are applying? [X] Yes [ ] No
(2) if not in or on the new building or other new improvement for which you are applying for an appraised value limitation, is the personal property necessary and ancillary to the business conducted in the new building or other new improvement? [X] Yes [ ] No
(3) on the same parcel of land as the building for which you are applying for an appraised value limitation? [X] Yes [ ] No

("First placed in service" means the first use of the property by the taxpayer.)

Will the investment in real or personal property you propose be counted toward the minimum qualified investment required by Tax Code §313.023, (or 313.053 for rural school districts) be first placed in service in this state during the applicable qualifying time period? [X] Yes [ ] No

Does the investment in tangible personal property meet the requirements of Tax Code §313.021(1)? [X] Yes [ ] No

If the proposed investment includes a building or a permanent, non-removable component of a building, does it house tangible personal property? [X] Yes [ ] No

QUALIFIED PROPERTY

Describe the qualified property. [See 313.021(2)] (If qualified investment describes qualified property exactly you may skip items (1), (2) and (3) below.)

Attach the following items to this application:

- (1) a specific and detailed description of the qualified property for which you are requesting an appraised value limitation as defined by Tax Code §313.021,
(2) a description of any new buildings, proposed improvements or personal property which you intend to include as part of your qualified property and
(3) a map of the qualified property showing location of new buildings or new improvements – with vicinity map.

Land

Is the land on which you propose new construction or improvements currently located in an area designated as a reinvestment zone under Tax Code Chapter 311 or 312 or as an enterprise zone under Government Code Chapter 2303? [ ] Yes [X] No

If you answered "no" to the question above, what is the anticipated date on which you will submit proof of a reinvestment zone with boundaries encompassing the land on which you propose new construction or improvements?

Will the applicant own the land by the date of agreement execution? [ ] Yes [X] No

Will the project be on leased land? [X] Yes [ ] No

**QUALIFIED PROPERTY (CONTINUED)**

If the land upon which the new building or new improvement is to be built is part of the qualified property described by §313.021(2)(A), please attach complete documentation, including:

1. Legal description of the land
2. Each existing appraisal parcel number of the land on which the improvements will be constructed, regardless of whether or not all of the land described in the current parcel will become qualified property
3. Owner
4. The current taxable value of the land. Attach estimate if land is part of larger parcel.
5. A detailed map (with a vicinity map) showing the location of the land

Attach a map of the reinvestment zone boundaries, certified to be accurate by either the governmental entity creating the zone, the local appraisal district, or a licensed surveyor. (With vicinity map)

Attach the order, resolution or ordinance establishing the zone, and the guidelines and criteria for creating the zone, if applicable.

**Miscellaneous**

Is the proposed project a building or new improvement to an existing facility?  Yes  No

Attach a description of any existing improvements and include existing appraisal district account numbers.

List current market value of existing property at site as of most recent tax year. N/A (Market Value) N/A (Tax Year)

Is any of the existing property subject to a value limitation agreement under Tax Code 313?  Yes  No

Will all of the property for which you are requesting an appraised value limitation be free of a tax abatement agreement entered into by a school district for the duration of the limitation?  Yes  No

**WAGE AND EMPLOYMENT INFORMATION**

What is the estimated number of permanent jobs (more than 1,600 hours a year), with the applicant or a contractor of the applicant, on the proposed qualified property during the last complete quarter before the application review start date (date your application is finally determined to be complete)? None.

The last complete calendar quarter before application review start date is the:

- First Quarter  Second Quarter  Third Quarter  Fourth Quarter of 2013 (year)

What were the number of permanent jobs (more than 1,600 hours a year) this applicant had in Texas during the most recent quarter reported to the TWC? None.

**Note:** For job definitions see TAC §9.1051(14) and Tax Code 313.021(3). If the applicant intends to apply a definition for "new job" other than TAC §9.1051(14)(C), then please provide the definition of "new job" as used in this application. N/A.

Total number of new jobs that will have been created when fully operational 5

Do you plan to create at least 25 new jobs (at least 10 new jobs for rural school districts) on the land and in connection with the new building or other improvement?  Yes  No

Do you intend to request that the governing body waive the minimum new job creation requirement, as provided under Tax Code §313.025(f-1)?  Yes  No

If you answered "yes" to the question above, attach evidence documenting that the new job creation requirement above exceeds the number of employees necessary for the operation, according to industry standards. **Note: Even if a minimum new job waiver is provided, 80% of all new jobs must be qualifying jobs pursuant to Texas Tax Code, §313.024(d).**

What is the maximum number of qualifying jobs meeting all criteria of §313.021(3) you are committing to create? 5

If this project creates more than 1,000 new jobs, the minimum required wage for this project is 110% of the average county weekly wage for all jobs as described by 313.021(3)(E)(ii).

If this project creates less than 1,000 new jobs, does this district have territory in a county that meets the demographic characteristics of 313.051(2)? (see table of information showing this district characteristic at <http://www.window.state.tx.us/taxinfo/proptax/hb1200/values.html>)

If yes, the applicant must meet wage standard described in 313.051(b) (110% of the regional average weekly wage for manufacturing)

If no, the applicant shall designate one of the wage standards set out in §§313.021(5)(A) or 313.021(5)(B).



**WAGE AND EMPLOYMENT INFORMATION** (CONTINUED)

For the following three wage calculations please include on an attachment the four most recent quarters of data for each wage calculation. Show the average and the 110% calculation. Include documentation from TWC website. The final actual statutory minimum annual wage requirement for the applicant for each qualifying job — which may differ slightly from this estimate — will be based on information from the four quarterly periods for which data were available at the time of the application review start date (date of a completed application). See TAC §9.1051(7).

110% of the county average weekly wage for all jobs (all industries) in the county is ..... \$969.10  
 110% of the county average weekly wage for manufacturing jobs in the county is ..... Not available  
 110% of the county average weekly wage for manufacturing jobs in the region is ..... \$1093.68

Please identify which Tax Code section you are using to estimate the wage standard required for this project:

§313.021(5)(A) or  §313.021(5)(B) or  §313.021(3)(E)(ii), or  §313.051(b)?

What is the estimated minimum required annual wage for each qualifying job based on the qualified property? ..... \$56,871

What is the estimated minimum required annual wage you are committing to pay for each of the qualifying jobs you create on the qualified property? ..... \$57,000

Will 80% of all new jobs created by the owner be qualifying jobs as defined by 313.021(3)? .....  Yes  No

Will each qualifying job require at least 1,600 of work a year? .....  Yes  No

Will any of the qualifying jobs be jobs transferred from one area of the state to another? .....  Yes  No

Will any of the qualifying jobs be retained jobs? .....  Yes  No

Will any of the qualifying jobs be created to replace a previous employee? .....  Yes  No

Will any required qualifying jobs be filled by employees of contractors? .....  Yes  No

If yes, what percent? 80%

Does the applicant or contractor of the applicant offer to pay at least 80% of the employee's health insurance premium for each qualifying job? .....  Yes  No

Describe each type of benefits to be offered to qualifying jobholders. (Use attachments as necessary.)

Qualified employees of Spinning Spur Wind Three will be offered a full package of benefits.  
 Please see attachment Checklist Item 15 for details.

**ECONOMIC IMPACT**

Is an Economic Impact Analysis attached (if supplied by other than the Comptroller's office)? .....  Yes  No

Is Schedule A completed and signed for all years and attached? .....  Yes  No

Is Schedule B completed and signed for all years and attached? .....  Yes  No

Is Schedule C (Application) completed and signed for all years and attached? .....  Yes  No

Is Schedule D completed and signed for all years and attached? .....  Yes  No

Note: Excel spreadsheet versions of schedules are available for download and printing at URL listed below.

If there are any other payments made in the state or economic information that you believe should be included in the economic analysis, please attach a separate schedule showing the amount for each year affected, including an explanation.

**CONFIDENTIALITY NOTICE**

**Property Tax Limitation Agreement Applications**  
**Texas Government Code Chapter 313**  
**Confidential Information Submitted to the Comptroller**

Generally, an application for property tax value limitation, the information provided therein, and documents submitted in support thereof, are considered public information subject to release under the Texas Public Information Act.

There is an exception, outlined below, by which information will be withheld from disclosure.

The Comptroller's office will withhold information from public release if:

- 1) it describes the specific processes or business activities to be conducted or the specific tangible personal property to be located on real property covered by the application;
- 2) the information has been segregated in the application from other information in the application; and
- 3) the party requesting confidentiality provides the Comptroller's office a list of the documents for which confidentiality is sought and for each document lists the specific reasons, including any relevant legal authority, stating why the material is believed to be confidential.

All applications and parts of applications which are not segregated and marked as confidential as outlined above will be considered public information and will be posted on the internet.

Such information properly identified as confidential will be withheld from public release unless and until the governing body of the school district acts on the application, or we are directed to do so by a ruling from the Attorney General.

Other information in the custody of a school district or the comptroller submitted in connection with the application, including information related to the economic impact of a project or the essential elements of eligibility under Texas Tax Code, Chapter 313, such as

the nature and amount of the projected investment, employment, wages, and benefits, will not be considered confidential business information and will be posted on the internet.

All documents submitted to the Comptroller, as well as all information in the application once the school district acts thereon, are subject to public release unless specific parts of the application or documents submitted with the application are identified as confidential. Any person seeking to limit disclosure of such submitted records is advised to consult with their legal counsel regarding disclosure issues and also to take the appropriate precautions to safeguard copyrighted material, trade secrets, or any other proprietary information. The Comptroller assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by respondents. A person seeking to limit disclosure of information must submit in writing specific detailed reasons, including any relevant legal authority, stating why that person believes the material to be confidential.

The following outlines how the Comptroller's office will handle requests for information submitted under the Texas Public Information Act for application portions and submitted records appropriately identified as confidential.

- This office shall forward the request for records and a copy of the documents at issue to the Texas Attorney General's office for an opinion on whether such information may be withheld from disclosure under the Texas Public Information Act.
- The Comptroller will notify the person who submitted the application/documents when the information is forwarded to the Attorney General's office.
- Please be aware that this Office is obligated to comply with an Attorney General's decision, including release of information ruled public even if it was marked confidential.

COMPANY CHECKLIST AND REQUESTED ATTACHMENTS			
	Checklist	Page X of 16	Check Completed
1	Certification pages signed and dated by Authorized Business Representative (applicant)	4 of 16	✓
2	Proof of Payment of Application Fee (Attachment)	5 of 16	✓
3	For applicant members, documentation of Combined Group membership under Texas Tax Code 171.0001(7) (if Applicable) (Attachment)	5 of 16	✓
4	Detailed description of the project	6 of 16	✓
5	If project is located in more than one district, name other districts and list percentage in each district (Attachment)	7 of 16	✓
6	Description of Qualified Investment (Attachment)	8 of 16	✓
7	Map of qualified investment showing location of new buildings or new improvements with vicinity map.	8 of 16	✓
8	Description of Qualified Property (Attachment)	8 of 16	✓
9	Map of qualified property showing location of new buildings or new improvements with vicinity map	8 of 16	✓
10	Description of Land (Attachment)	9 of 16	✓
11	A detailed map showing location of the land with vicinity map.	9 of 16	✓
12	A description of all existing (if any) improvements (Attachment)	9 of 16	✓
13	Request for Waiver of Job Creation Requirement (if applicable) (Attachment)	9 of 16	✓
14	Calculation of three possible wage requirements with TWC documentation. (Attachment)	10 of 16	✓
15	Description of Benefits	10 of 16	✓
16	Economic Impact (if applicable)	10 of 16	✓
17	Schedule A completed and signed	13 of 16	✓
18	Schedule B completed and signed	14 of 16	✓
19	Schedule C (Application) completed and signed	15 of 16	✓
20	Schedule D completed and signed	16 of 16	✓
21	Map of Reinvestment Zone (Attachment) (Showing the actual or proposed boundaries and size, Certified to be accurate by either the government entity creating the zone, the local appraisal district, or a licensed surveyor, with vicinity map)*	9 of 16	Will Supplement
22	Order, Resolution, or Ordinance Establishing the Zone (Attachment)*	9 of 16	Will Supplement
23	Legal Description of Reinvestment Zone (Attachment)*	9 of 16	Will Supplement
24	Guidelines and Criteria for Reinvestment Zone(Attachment)*	9 of 16	Will Supplement

\*To be submitted with application or before date of final application approval by school board.



APPLICANT INFORMATION - CERTIFICATION OF APPLICATION (CONTINUED)

Authorized Company Consultant (If Applicable)

First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Title \_\_\_\_\_

Firm Name \_\_\_\_\_

Street Address \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Business email Address \_\_\_\_\_

I am the authorized representative for the business entity for the purpose of filing this application. I understand that this application is a government record as defined in Chapter 37 of the Texas Penal Code. The information contained in this application is true and correct to the best of my knowledge and belief.

I hereby certify and affirm that the business entity I represent is in good standing under the laws of the state in which the business entity was organized and that no delinquent taxes are owed to the State of Texas.

Signature (Authorized Business Representative (Applicant)) \_\_\_\_\_ Date 07/08/2013

GIVEN under my hand and seal of office this 8th day of July, 2013



(Notary Seal)

Tyler Brooks  
Notary Public, State of Texas

My commission expires Oct. 17, 2015

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code § 37.10.

Proof of payment of filing fee received by the  
Comptroller of Public Accounts per TAC Rule  
§9.1054 (b)(5)

*(Page Inserted by Office of Texas Comptroller of Public  
Accounts)*

**CHECKLIST ITEM 3**

**Page 5 - APPLICANT BUSINESS STRUCTURE – DOCUMENTATION OF THE COMBINED GROUP MEMBERSHIP & CONTACT INFORMATION:**

- 1) Spinning Spur Wind Three LLC, a Texas limited liability company was formed December 13, 2011.
- 2) Spinning Spur Wind Three LLC will be a part of the Combined Group State of Texas tax return for the calendar year 2013 and that report will be submitted to the State of Texas on May 15, 2014.
  - a. Spinning Spur Wind Three LLC  
Texas Tax Payer #
  - b. Spinning Spur Wind Three LLC has Two single member LLCs as Members:
    - i. Cielo Spinning Spur Three Limited LLC 99%  
Texas Tax Payer #
    - ii. Cielo Spinning Spur Three GP LLC 1%  
Texas Tax Payer #
    - iii. Cielo Spinning Spur Three Limited LLC is a single member LLC and is owned 100% by Cielo Capital, LP  
Texas Tax Payer #32035239873
    - iv. Cielo Capital, LP is owned 100% by Cielo Wind Power, LP  
Texas Tax Payer #
    - v. Cielo Spinning Spur Three GP LLC is a single member LLC owned 100% by Cielo Wind Power LP  
Texas Tax Payer #

.....Contact information for Cielo Wind Power, LP State of Texas Tax Payer # 32017941785 is as follows:

Cielo Wind Power, LP  
823 Congress Avenue #500, Austin, Texas 78701  
Phone 512-440-0305, Fax 512-440-0277  
Contact: Walter Hornaday, President  
Accounting Contact: Karen L. Burks, CPA, Vice President                      kburks@cielowind.com

## Franchise Tax

### 2013 Annual Extension Request

Confirmation

You Have Filed Successfully

#### Please do NOT send a paper form

Our records indicate that you are required to remit payments using the TEXNET payment system but that you are not enrolled.  
Click the following link to enroll: [Enroll in TEXNET](#)  
Call 1-800-442-3453 for questions about TEXNET Payments.

[Print this page for your records](#)

**Submission ID: 16962868**

**Date and Time of Filing:** 05/14/2013 01:16:36 PM

**Taxpayer ID:** 32017941785

**Taxpayer Name:** CIELO WIND POWER, LP

**Taxpayer Address:** 823 CONGRESS AVE STE 500 AUSTIN, TX 78701 - 2459

**Entered By:** Wanda L McCarthy

**Email Address:** wlmcpa@gvvc.com

**Telephone Number:** (830) 336-4111

**IP Address:** 96.8.145.212

#### Extension Request

Is this entity the reporting entity of a combined group report?	Yes
Will this Extension Request include a payment?	Yes

#### Mailing Address

Street Address: 823 CONGRESS AVE STE 500  
City: AUSTIN  
State: TX  
Zip Code: 78701 - 2459  
Country: USA

Legal Name of Affiliate	Affiliate Taxpayer Number	Does this Affiliate have Nexus?
Cielo Wind Services, Inc	12023465912	Yes
Cielo Capital, LP	32035239873	Yes
Desert Queen Wind, LP	14505028069	Yes
Cielo Desert Queen GP, LLC	32009015101	Yes
Panhandle Wind, LP	32035855470	Yes
Cielo Panhandle GP, LLC	32008187463	Yes
Red River Wind, LP	32035855462	Yes
Cielo Red River GP, LLC	32008187364	Yes
Cielo Salt Fork Wind, LP	32035855454	Yes
Cielo Salt Fork GP, LLC	32008187422	Yes
Cielo Wildorado GP, LLC	32008187380	Yes
Sweet Grass Wind, LP	32035803660	Yes
Cielo Sweet Grass GP, LLC	32010747809	Yes
Palmas Altas Wind, LP	17429406451	Yes
Cielo Palmas GP, LLC	12008815859	Yes
Texico Wind, LP	32035953648	Yes
Cielo Texico GP, LLC	32013708485	Yes
Cielo Palmas Limited, LLC	32040659933	Yes
Cielo Bushorado Limited, LLC	32037843177	Yes

Bushorado Wind, LLC	32035095671	Yes
Cielo Bushorado GP, LLC	32021962264	Yes
Cielo Goat GP, LLC	32022925096	Yes
Cielo Goat Limited, LLC	32022925112	Yes
Cielo Wildorado Two GP, LLC	32037649152	Yes
Cielo Wildorado Two Limited, LLC	32037649160	Yes
Cielo Lubbock Holdings, LLC	32039961928	Yes
Cielo Lubbock Management, LLC	32039961852	Yes
Cielo Spinning Spur Limited LLC	32040632872	Yes
Cielo Spinning Spur GP, LLC	32040632849	Yes
Texas Wind Holdings LLC	32040797535	Yes
Texas Wind Management, LLC	32040572573	Yes
Cielo Spinning Spur Three GP, LLC	32046003169	Yes
Cielo Spinning Spur Three Limited, LLC	32046003227	Yes
Spinning Spur Wind Three, LLC	32046003334	Yes
Cielo Dawn GP, LLC	32045087643	Yes
Cielo Dawn Limited, LLC	32045087783	Yes
Dawn Wind, LLC	32045087601	Yes
Cielo Randall GP, LLC	32045087536	Yes
Cielo Randall Limited, LLC	32045087486	Yes
Cielo Spinning Spur Two GP, LLC	32043736217	Yes
Cielo Spinning Spur Two Limited, LLC	32043736191	Yes
Cielo PM GP, LLC	32048884152	Yes
Cielo PM Limited, LLC	32048913787	Yes
Cielo Power Market, LP	32036247297	Yes
Cielo Land and Cattle, LP	32036276114	Yes
Cielo Wind Power, LLC	17428806024	Yes
King Wind, LP	32036193319	Yes
Big Wind, LP	32036186511	Yes

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#### CHECKLIST ITEM 4

##### Page 6 - PROJECT DESCRIPTION:

**Provide a detailed description of the scope of the proposed project, including, at a minimum, the type and planned use of real and tangible personal property, the nature of the business, a timeline for property construction or installation, and any other relevant information. (Use attachments as necessary)**

The proposed project will consist of a facility designed to use wind power for electricity generation. The project, located in Oldham County, Texas, will be constructed within boundary of Adrian ISD.

Applicant plans to build the project during 2014 with approximately \$190 million invested in Adrian ISD. The investment will include wind turbine generators with generating nameplate capacity of 161 MW. Additionally, there will be approximately 6 miles of transmission line, an operation and maintenance building, and electric substation in the Adrian ISD.

All of the property for which the Applicant is seeking a limitation of appraised value will be owned by the Applicant, Spinning Spur Wind Three LLC.

**Describe the ability of your company to locate or relocate in another state or another region of the state.**

The Applicant can locate the Project anywhere in the U.S. with sufficient prevailing wind conditions conducive to power generation.

**CHECKLIST ITEM 5**

**Name of Additional School Districts:**

The project footprint includes the additional school district Vega ISD. No incentives will be sought by this school district as the improvements and investments will be solely located within the Adrian ISD School District.

**CHECKLIST ITEM 6**

**Page 8 - INVESTMENT:**

**Describe the qualified investment. [See 313.021(1).]**

**Attach a specific and detailed description of the qualified investment you propose to make on the property for which you are requesting an appraised value limitation as defined by Tax Code §313.021 and a description of any new buildings, proposed improvements or personal property which you intend to include as part of your minimum qualified investment.**

The Applicant is requesting an appraised value limitation on all of the property constructed or placed upon the real property described and shown on Exhibit A within Adrian ISD, which is located in Oldham County. A portion of the project boundary is within the Vega ISD but Applicant will not be seeking a Limitation of Appraised Value Agreement for any improvements located in the Vega ISD. The property for which the Applicant is requesting an appraised value limitation shall include, but is not limited to, the following: 70 Siemens 2.3 MW wind turbine towers to generate 161 megawatts of power; 70 reinforced concrete foundations supporting the weight of each turbine tower; 70 electric power transformers; electric poles and conductor cables used to transport electricity from each turbine tower to an electrical substation. The transmission lines for the Spinning Spur 3 project outside the project area will not be qualified investment or qualified property.

Note: The Qualified Investment description is the same as the Qualified Property.

**Attach a map of the qualified investment showing location of new buildings or new improvements with vicinity map.**

Please see attached map. The locations of the turbines are not finalized due to micro-siting, but the representation of the number of turbines within the District will remain the same.

**CHECKLIST ITEM 7**

**Map of Qualified Investment -CONFIDENTIAL**

**CHECKLIST ITEM 8**

**Page 8 – QUALIFIED PROPERTY**

See Attachment 6. The Qualified Property description is the same as the Qualified Investment.

**CHECKLIST ITEM 9**

**Map of Qualified Property**

Please refer to Attachment 7 for a Map of the Qualified Property

Amendment No. 002

**CHECKLIST ITEM 10**

**Description of Land – Refer to Attachment 23 which will contain the legal description of the Reinvestment Zone once the Reinvestment Zone has been created and the documents are submitted**

**CHECKLIST ITEM 11**

**Location of Land with Vicinity Map-CONFIDENTIAL**

**CHECKLIST ITEM 12**

**Description of Improvements – Not Applicable**

CHECKLIST ITEM 13

July 8, 2013

Mr. Mike Norrell, Superintendent  
Adrian Independent School District  
PO Box 189  
Adrian, TX 79001  
**Re: Chapter 313 Job Waiver Request**

Dear Mr. Norrell,

This letter is to advise you that Spinning Spur Three Wind LLC is amending its Chapter 313 Application for Appraised Value Limitation on Qualified Property by requesting a waiver of the requirement to create ten full time jobs. House Bill 1470 altered the jobs requirement by adding Section 313.025 (f-l) to permit a school district's board of trustees to make a finding that the job requirement could be waived if the job requirement exceeds the industry standard for the number of employees reasonably necessary for the operation of the facility of the property owner that is described in the application.

Spinning Spur Wind Three LLC requests that the Adrian ISD's Board of Trustees make such a finding and waive the job creation requirement for ten (10) permanent jobs. Based on the industry standard, the size and scope of this project will require five (5) permanent jobs.

As background information on the creation of full-time jobs by a wind projects, wind projects create a large number of full-time, temporary jobs during the construction phase (1<sup>st</sup> year), but require a small number of highly skilled technicians to operate a wind project once construction operations cease and commercial operations start.

The permanent employees of a wind project maintain and service wind turbines, underground electrical connections, substations and other infrastructure associated with the safe and reliable operation of the Project. The industry standard for permanent employment is one full-time employee for every fifteen-twenty (15 - 20) turbines, although this number varies depending on the turbines selected as well as the support and technical assistance offered by the turbine manufacturer. In addition to the onsite employees described above, there may be asset managers or technicians who supervise, monitor, and support wind project operations from offsite locations.

Sincerely,



Steve Brewster  
Project Manager  
Cielo Wind Services, Inc.  
(512) 440-0305

**CHECKLIST ITEM 14**

**WAGE & EMPLOYMENT INFORMATION:**

**Job Waiver**

In accordance with HB 1470, the Applicant is requesting a waiver of the statutory jobs requirement in lieu of providing 10 qualified jobs for the facility's operation. The qualified jobs established exceeds the standard we believe necessary to operate the facility, which is one (1) employee for every fifteen-twenty (15-20) operating turbines (totally 5 total jobs).

A letter to Adrian ISD Superintendent Mike Norrell has been included requesting a job waiver, see attached.

**Calculation of Wage Requirements – Oldham County**

**110% of County Average Weekly Wage for ALL Jobs:**

2012	Q2	\$853
2012	Q3	\$955
2012	Q4	\$971
2013	Q1	\$745

Total:  $\$3524/4 = \$881.00$  average weekly salary x 1.1% = **\$969.10**

**(\*note – no data for Oldham County 2012-2013 Manufacturing)**

**110% of County Average Weekly Wage for MANUFACTURING Jobs in Panhandle Region:**

2012	Q2	\$972
2012	Q3	\$948
2012	Q4	\$1014
2013	Q1	\$1043

Total:  $\$3977/4 = \$994.25$  average weekly salary x 1.1% = **\$1093.68**

**Panhandle Regional Planning Commission 2012 Manufacturing by Council of Government Region  
Wages for All Occupations:  $\$41,850 \times 1.1\% = \$46,035/52$  weeks = **\$885.28.****

**2012 Manufacturing Wages by Council of Government Region  
Wages for All Occupations**

COG	Wages	
	Hourly	Annual
<b>Texas</b>	<b>\$23.56</b>	<b>\$48,996</b>
<u>1. Panhandle Regional Planning Commission</u>	\$20.12	\$41,850
<u>2. South Plains Association of Governments</u>	\$16.18	\$33,662
<u>3. NORTEX Regional Planning Commission</u>	\$17.83	\$37,076
<u>4. North Central Texas Council of Governments</u>	\$24.68	\$51,333
<u>5. Ark-Tex Council of Governments</u>	\$16.84	\$35,032
<u>6. East Texas Council of Governments</u>	\$19.61	\$40,797
<u>7. West Central Texas Council of Governments</u>	\$18.24	\$37,941
<u>8. Rio Grande Council of Governments</u>	\$16.17	\$33,631
<u>9. Permian Basin Regional Planning Commission</u>	\$21.93	\$45,624
<u>10. Concho Valley Council of Governments</u>	\$16.33	\$33,956
<u>11. Heart of Texas Council of Governments</u>	\$19.07	\$39,670
<u>12. Capital Area Council of Governments</u>	\$26.03	\$54,146
<u>13. Brazos Valley Council of Governments</u>	\$16.55	\$34,424
<u>14. Deep East Texas Council of Governments</u>	\$16.20	\$33,698
<u>15. South East Texas Regional Planning Commission</u>	\$29.38	\$61,118
<u>16. Houston-Galveston Area Council</u>	\$26.59	\$55,317
<u>17. Golden Crescent Regional Planning Commission</u>	\$21.03	\$43,742
<u>18. Alamo Area Council of Governments</u>	\$18.40	\$38,280
<u>19. South Texas Development Council</u>	\$13.54	\$28,170
<u>20. Coastal Bend Council of Governments</u>	\$22.97	\$47,786
<u>21. Lower Rio Grande Valley Development Council</u>	\$16.33	\$33,961
<u>22. Texoma Council of Governments</u>	\$22.57	\$46,949
<u>23. Central Texas Council of Governments</u>	\$17.16	\$35,689
<u>24. Middle Rio Grande Development Council</u>	\$18.93	\$39,380

Source: Texas Occupational Employment and Wages

Data published: July 2013

Data published annually, next update will be July 31, 2014

Note: Data is not supported by the Bureau of Labor Statistics (BLS).

Wage data is produced from Texas OES data, and is not to be compared to BLS estimates.

Data intended for TAC 313 purposes only.

Amendment No. 001

### Quarterly Employment and Wages (QCEW)

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Page 1 of 1 (40 results/page)

Year	Period	Area	Ownership	Division	Level	Ind Code	Industry	Avg Weekly Wages
2012	2nd Qtr	Panhandle WDA	Private	31	2	31-33	Manufacturing	\$972
2012	3rd Qtr	Panhandle WDA	Private	31	2	31-33	Manufacturing	\$948
2012	4th Qtr	Panhandle WDA	Private	31	2	31-33	Manufacturing	\$1,014

Amendment No. 001

### Quarterly Employment and Wages (QCEW)

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<input type="text" value="2013"/>	<input type="text" value="1st Qtr"/>	<input type="text" value="Panhandle WDA"/>	<input type="text" value="Private"/>	<input type="text" value="31"/>	<input type="text" value="2"/>	<input type="text" value="31-33"/>	<input type="text" value="Manufacturing"/>	<input type="text" value="\$1,043"/>
<input type="text" value="Year"/>	<input type="text" value="Period"/>	<input type="text" value="Area"/>	<input type="text" value="Ownership"/>	<input type="text" value="Division"/>	<input type="text" value="Level"/>	<input type="text" value="Ind Code"/>	<input type="text" value="Industry"/>	<input type="text" value="Avg Weekly Wages"/>

Amendment No. 001

## Quarterly Employment and Wages (QCEW)

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### D.PERIODYEAR

Page 1 of 1 (40 results/page)

Year	Period	Area	Ownership	Division	Level	Ind Code	Industry	Avg Weekly Wages
2012	2nd Qtr	Oldham County	Private	00	0	10	Total, All Industries	\$853
2012	3rd Qtr	Oldham County	Private	00	0	10	Total, All Industries	\$955
2012	4th Qtr	Oldham County	Private	00	0	10	Total, All Industries	\$971

Amendment No. 001

### Quarterly Employment and Wages (QCEW)

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#### D.PERIODYEAR

Page 1 of 1 (40 results/page)

<input type="text" value="Year"/>	<input type="text" value="Period"/>	<input type="text" value="Area"/>	<input type="text" value="Ownership"/>	<input type="text" value="Division"/>	<input type="text" value="Level"/>	<input type="text" value="Ind Code"/>	<input type="text" value="Industry"/>	<input type="text" value="Avg Weekly Wages"/>
2013	1st Qtr	Oldham County	Private	00	0	10	Total, All Industries	\$745

### CHECKLIST ITEM 15

#### **Description of Benefits**

Qualified employees of Spinning Spur Wind Three will be offered a full package of benefits including medical, dental and vision insurance, of which at least 80% of the premiums for the employee will be paid by the LLC. In addition, each qualifying employee will receive area wide competitive vacation time, sick leave, and skills training.

**CHECKLIST ITEM 16**

**Economic Impact – Not applicable**

Schedule A (Rev. May 2010): Investment

Applicant Name Spinning Spur Wind Three, LLC  
 ISD Name Adrian

Form 50-296

PROPERTY INVESTMENT AMOUNTS									
(Estimated investment in each year. Do not put cumulative totals.)									
		Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year below) YYYY	Column A: Tangible Personal Property The amount of new investment (original cost) placed in service during this year	Column B: Building or permanent nonremovable component of building (annual amount only)	Column C: Sum of A and B Qualifying Investment (during the qualifying time period)	Column D: Other investment that is not qualified investment but investment affecting economic impact and total value	Column E: Total Investment (A+B+D)
The year preceding the first complete tax year of the qualifying time period (assuming no deferrals)	Investment made before filing complete application with district (neither qualified property nor eligible to become qualified investment)				0	0		0	0
	Investment made after filing complete application with district, but before final board approval of application (eligible to become qualified property)		2013-2014	2013	0	0		0	0
	Investment made after final board approval of application and before Jan. 1 of first complete tax year of qualifying time period (qualified investment and eligible to become qualified property)				\$950,000.0	\$0.0	\$950,000.0	0	\$950,000.0
Complete tax years of qualifying time period		1	2014-2015	2014	\$189,050,000.0	\$0.0	\$189,050,000.0	0	\$189,050,000.0
		2	2015-2016	2015	0	0	0	0	0
Tax Credit Period (with 50% cap on credit)	Value Limitation Period	3	2016-2017	2016	0	0		0	0
		4	2017-2018	2017	0	0		0	0
		5	2018-2019	2018	0	0		0	0
		6	2019-2020	2019	0	0		0	0
		7	2020-2021	2020	0	0		0	0
		8	2021-2022	2021	0	0		0	0
		9	2022-2023	2022	0	0		0	0
		10	2023-2024	2023	0	0		0	0
Credit Settle-Up Period	Continue to Maintain Viable Presence	11	2024-2025	2024	0	0		0	0
		12	2025-2026	2025	0	0		0	0
		13	2026-2027	2026	0	0		0	0
Post-Settle-Up Period		14	2027-2028	2027	0	0		0	0
Post-Settle-Up Period		15	2028-2029	2028	0	0		0	0

Qualifying Time Period usually begins with the final board approval of the application and extends generally for the following two complete tax years.

Column A: This represents the total dollar amount of planned investment in tangible personal property the applicant considers qualified investment - as defined in Tax Code §313.021(1)(A)-(D). For the purposes of investment, please list amount invested each year, not cumulative totals.

(For the years outside the qualifying time period, this number should simply represent the planned investment in tangible personal property).

Column B: Include estimates of investment for "replacement" property-property that is part of original agreement but scheduled for probable replacement during limitation period.

The total dollar amount of planned investment each year in buildings or nonremovable component of buildings that the applicant considers qualified investment under Tax Code §313.021(1)(E).

For the years outside the qualifying time period, this number should simply represent the planned investment in new buildings or nonremovable components of buildings.

Column D: Dollar value of other investment that may not be qualified investment but that may affect economic impact and total value-for planning, construction and operation of the facility.

The most significant example for many projects would be land. Other examples may be items such as professional services, etc.

Note: Land can be listed as part of investment during the "pre-year 1" time period. It cannot be part of qualifying investment.

Notes: For advanced clean energy projects, nuclear projects, projects with deferred qualifying time periods, and projects with lengthy application review periods, insert additional rows as needed.

This schedule must be submitted with the original application and any application for tax credit. When using this schedule for any purpose other than the original application, replace original estimates with actual appraisal district data for past years and update estimates for current and future years. If original estimates have not changed, enter those amounts for future years.

  
 SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE

07/08/2013  
 DATE

**Schedule B (Rev. May 2010): Estimated Market And Taxable Value**

Applicant Name **Spinning Spur Wind Three, LLC**  
 ISD Name **Adrian**

Form 50-296

		Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year) YYYY	Qualified Property			Reductions from Market Value	Estimated Taxable Value		
					Estimated Market Value of Land	Estimated Total Market Value of new buildings or other new improvements	Estimated Total Market Value of tangible personal property in the new building or "in or on the new improvement"	Exempted Value	Final taxable value for I&S - after all reductions	Final taxable value for M&O--after all reductions	
		pre- year 1	2013-2014	2013	N/A	\$0.0	\$9,500,000.0	\$0.0	\$9,500,000.0	\$9,500,000.0	
	Complete tax years of qualifying time period	1	2014-2015	2014	N/A	\$0.0	\$190,000,000.0	\$0.0	\$190,000,000.0	\$190,000,000.0	
		2	2015-2016	2015	N/A	\$0.0	\$180,500,000.0	\$0.0	\$180,500,000.0	\$180,500,000.0	
	Tax Credit Period (with 50% cap on credit)	Value Limitation Period	3	2016-2017	2016	N/A	\$0.0	\$171,475,000.0	\$166,475,000.0	\$171,475,000.0	\$5,000,000.0
			4	2017-2018	2017	N/A	\$0.0	\$162,901,250.0	\$157,901,250.0	\$162,901,250.0	\$5,000,000.0
			5	2018-2019	2018	N/A	\$0.0	\$154,756,187.5	\$149,756,187.5	\$154,756,187.5	\$5,000,000.0
			6	2019-2020	2019	N/A	\$0.0	\$147,018,378.1	\$142,018,378.1	\$147,018,378.1	\$5,000,000.0
			7	2020-2021	2020	N/A	\$0.0	\$139,667,459.2	\$134,667,459.2	\$139,667,459.2	\$5,000,000.0
			8	2021-2022	2021	N/A	\$0.0	\$132,684,086.3	\$127,684,086.3	\$132,684,086.3	\$5,000,000.0
			9	2022-2023	2022	N/A	\$0.0	\$126,049,881.9	\$121,049,881.9	\$126,049,881.9	\$5,000,000.0
			10	2023-2024	2023	N/A	\$0.0	\$119,747,387.8	\$114,747,387.8	\$119,747,387.8	\$5,000,000.0
Credit Settle-Up Period	Continue to Maintain Viable Presence	11	2024-2025	2024	N/A	\$0.0	\$113,760,018.5	\$0.0	\$113,760,018.5	\$113,760,018.5	
		12	2025-2026	2025	N/A	\$0.0	\$108,072,017.5	\$0.0	\$108,072,017.5	\$108,072,017.5	
		13	2026-2027	2026	N/A	\$0.0	\$102,668,416.7	\$0.0	\$102,668,416.7	\$102,668,416.7	
Post- Settle-Up Period		14	2027-2028	2027	N/A	\$0.0	\$97,534,995.8	\$0.0	\$97,534,995.8	\$97,534,995.8	
Post- Settle-Up Period		15	2028-2029	2028	N/A	\$0.0	\$92,658,246.0	\$0.0	\$92,658,246.0	\$92,658,246.0	

Notes: Market value in future years is good faith estimate of future taxable value for the purposes of property taxation.

This schedule must be submitted with the original application and any application for tax credit. When using this schedule for any purpose other than the original application, replace original estimates with actual appraisal district data for past years and update estimates for current and future years. If original estimates have not changed, enter those amounts for future years.



SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE

07/08/2013

DATE

Amendment No. 001 -  
Attachment 18  
Schedule C- Application: Employment Information

Applicant Name **Spinning Spur Wind Three**  
ISD Name **Adrian**

Form 50-296

		Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year) YYYY	Construction		New Jobs		Qualifying Jobs	
					Column A: Number of Construction FTE's or man-hours (specify)	Column B: Average annual wage rates for construction workers	Column C: Number of new jobs applicant commits to create (cumulative)	Column D: Average annual wage rate for all new jobs.	Column E: Number of qualifying jobs applicant commits to create meeting all criteria of Sec. 313.021(3) (cumulative)	Column F: Average annual wage of qualifying jobs
		pre- year 1	2013-2014	2013	25 FTEs	\$57,000.0	0	0	0	0
	Complete tax years of qualifying time period	1	2014-2015	2014	50 FTEs	\$57,000.0	5	\$57,000	5	\$57,000
		2	2015-2016	2015	0	\$0.0	5	\$57,000	5	\$57,000
	Value Limitation Period	3	2016-2017	2016	0	\$0.0	5	\$57,000	5	\$57,000
		4	2017-2018	2017	0	\$0.0	5	\$57,000	5	\$57,000
		5	2018-2019	2018	0	\$0.0	5	\$57,000	5	\$57,000
		6	2019-2020	2019	0	\$0.0	5	\$57,000	5	\$57,000
		7	2020-2021	2020	0	\$0.0	5	\$57,000	5	\$57,000
		8	2021-2022	2021	0	\$0.0	5	\$57,000	5	\$57,000
		9	2022-2023	2022	0	\$0.0	5	\$57,000	5	\$57,000
		10	2023-2024	2023	0	\$0.0	5	\$57,000	5	\$57,000
	Credit Settle-Up Period	11	2024-2025	2024	0	\$0.0	5	\$57,000	5	\$57,000
		12	2025-2026	2025	0	\$0.0	5	\$57,000	5	\$57,000
		13	2026-2027	2026	0	\$0.0	5	\$57,000	5	\$57,000
	Post- Settle-Up Period	14	2027-2028	2027	0	\$0.0	5	\$57,000	5	\$57,000
	Post- Settle-Up Period	15	2028-2029	2028	0	\$0.0	5	\$57,000	5	\$57,000

Notes: For job definitions see TAC §9.1051(14) and Tax Code §313.021(3).

This schedule must be submitted with the original application and any application for tax credit. When using this schedule for any purpose other than the original application, replace original estimates with actual appraisal district data for past years and update estimates for current and future years. If original estimates have not changed, enter those amounts for future years.

  
SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE

Aug 1, 2013  
DATE

**Schedule D: (Rev. May 2010): Other Tax Information**

**Applicant Name** Spinning Spur Wind Three, LLC

**ISD Name** Adrian

**Form 50-296**

					Sales Tax Information		Franchise Tax	Other Property Tax Abatements Sought					
					Sales Taxable Expenditures		Franchise Tax	County	City	Hospital	Other		
		Year	School Year (YYYY-YYYY)	Tax/Calendar Year YYYY	Column F: Estimate of total annual expenditures* subject to state sales tax	Column G: Estimate of total annual expenditures* made in Texas NOT subject to sales tax	Column H: Estimate of Franchise tax due from (or attributable to) the applicant	Fill in percentage exemption requested or granted in each year of the Agreement	Fill in percentage exemption requested or granted in each year of the Agreement	Fill in percentage exemption requested or granted in each year of the Agreement	Fill in percentage exemption requested or granted in each year of the Agreement		
The year preceding the first complete tax year of the qualifying time period (assuming no deferrals)			2013-2014	2013	\$619,380.0	\$8,880,620.0	0	0	0	0	0		
Tax Credit Period (with 50% cap on credit)	Complete tax years of qualifying time period	1	2014-2015	2014	\$11,768,220.0	\$168,731,780.0	\$0.0	0.0%	0	0	0		
		2	2015-2016	2015	0	0	\$0.0	0.0%	0	0	0		
	Value Limitation Period	3	2016-2017	2016	0	0	\$0.0	100.0%	0	0	0		
		4	2017-2018	2017	0	0	\$0.0	100.0%	0	0	0		
		5	2018-2019	2018	0	0	\$0.0	100.0%	0	0	0		
		6	2019-2020	2019	0	0	\$0.0	100.0%	0	0	0		
		7	2020-2021	2020	0	0	\$140,445.6	100.0%	0	0	0		
		8	2021-2022	2021	0	0	\$139,047.2	100.0%	0	0	0		
		9	2022-2023	2022	0	0	\$140,141.7	100.0%	0	0	0		
		10	2023-2024	2023	0	0	\$126,382.0	100.0%	0	0	0		
		Credit Settle-Up Period	Continue to Maintain Viable Presence	11	2024-2025	2024	0	0	\$137,293.3	100.0%	0	0	0
				12	2025-2026	2025	0	0	\$133,136.0	100.0%	0	0	0
	13			2026-2027	2026	0	0	\$156,909.4	0	0	0	0	
	Post- Settle-Up Period		14	2027-2028	2027	0	0	\$187,760.1	0	0	0		
	Post- Settle-Up Period		15	2028-2029	2028	0	0	\$191,733.4	0	0	0		

\*For planning, construction and operation of the facility.

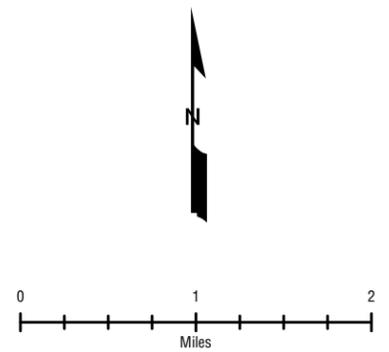
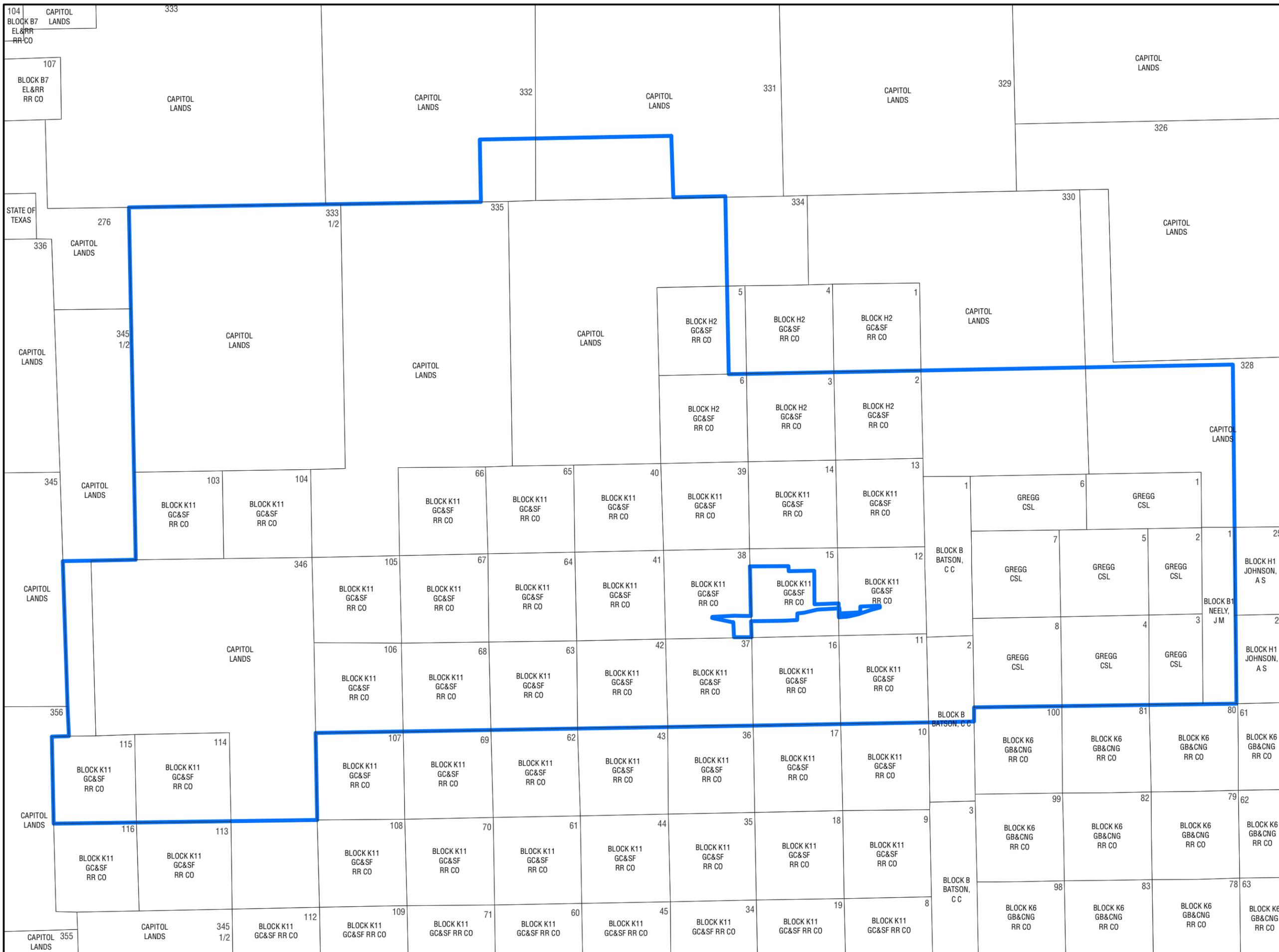
  
SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE

07/08/2013  
DATE

Amendment No. 003

**CHECKLIST ITEM 21**

**Map of Reinvestment Zone**



  REINVESTMENT ZONE

ISSUE	1.0	DRAWN	KC	DATE	6/26/2013	APPO		TURBINES	
DRAWING NUMBER	SPUR III REINVESTMENT ZONE 11X17.MXD				LAYOUT				
PURPOSE	REFERENCE								
SCALE	1:66,000				ORIGINAL PLOT SIZE 11X17				
PROJECT TITLE	SPINNING SPUR WIND THREE								
DRAWING TITLE	REINVESTMENT ZONE								
<small>THIS DRAWING IS THE PROPERTY OF CIELO WIND SERVICES, INC. NO REPRODUCTION MAY BE MADE IN WHOLE OR IN PART WITHOUT PERMISSION.</small>									
823 CONGRESS AVE. SUITE 500 AUSTIN, TEXAS 78701 TEL: 512-440-0305 FAX: 512-440-0277									

CONFIDENTIAL

Amendment No. 003

**CHECKLIST ITEM 22**

**Resolution establishing Reinvestment Zone**

**RESOLUTION 09-09-13-01**

**THE COMMISSIONERS COURT OF OLDHAM COUNTY, TEXAS  
RATIFYING DESIGNATION OF OLDHAM REINVESTMENT ZONE #4  
AND RATIFYING TAX ABATEMENT AGREEMENT**

*WHEREAS*, the Commissioners Court of Oldham County, Texas desires to assure that any and all procedural steps were properly accomplished in the designation of Oldham Reinvestment Zone #4 and approval of the Tax Abatement Agreement between Oldham County and Cielo Land and Cattle, LP and hereby repeats such procedural steps to ratify the designation of Reinvestment Zone #4 and ratify the approval of the Tax Abatement Agreement;

*WHEREAS*, on July 8, 2013, the Commissioners Court of Oldham County, Texas passed a Resolution designating Reinvestment Zone #4. The July 8, 2013 meeting was at least seven (7) days after the date of publication of the notice of such public hearing in the local newspaper of general circulation in Oldham County. At such public hearing, Oldham County invited any interested person to appear and speak for or against the creation of the reinvestment zone and whether all or part of the territory described should be included in the proposed reinvestment zone. Further, the proponents of the reinvestment zone offered evidence, both oral and documentary, in favor of the creation of the reinvestment zone and there were no opponents contesting the creation of the reinvestment zone;

*WHEREAS*, on July 8, 2013, the Commissioners Court of Oldham County, Texas also considered and approved a Tax Abatement Agreement between Oldham County and Cielo Land and Cattle, LP. At least seven (7) days prior to the meeting, Oldham County delivered a copy of the proposed Tax Abatement Agreement to the respective presiding officers of each taxing entity in which the property to be subject the Tax Abatement Agreement was located, along with notice that Oldham County intended to enter into such Tax Abatement Agreement. At the meeting, Oldham County invited any interested person to appear and speak for or against the Tax Abatement Agreement. Proponents of the Tax Abatement Agreement offered evidence, both oral and documentary, in favor of the Tax Abatement Agreement and there were no opponents;

*WHEREAS*, on September 9, 2013, a public hearing before the Commissioners Court of Oldham County, Texas was held at its regularly scheduled meeting, such date being at least seven (7) days after the date of publication of the notice of such public hearing in the local newspaper of general circulation in Oldham County. Further and prior to such meeting and at least seven (7) days before, Oldham County delivered written notice to the respective presiding officers of each taxing entity in which the property to be subject the Tax Abatement Agreement was located of Oldham County's intention to enter into the Tax Abatement Agreement, along with a copy of the proposed Tax Abatement Agreement;

*WHEREAS*, on September 9, 2013, at such public hearing the Commissioners Court of Oldham County, Texas invited any interested person to appear and speak for or against the ratification of the reinvestment zone. The proponents of the reinvestment zone offered evidence in favor of the ratification of the reinvestment zone and there were no opponents;

*WHEREAS*, on September 9, 2013 and following ratification of Oldham Reinvestment Zone #4, the Commissioners Court of Oldham County, Texas invited any interested person to appear and speak for or against the ratification of the Tax Abatement Agreement between Oldham County and Cielo Land and Cattle, LP. The proponents of the Tax Abatement Agreement offered evidence in favor of the ratification of the Tax Abatement Agreement and there were no opponents.

*BE IT RESOLVED BY THE COMMISSIONERS COURT OF OLDHAM COUNTY, TEXAS:*

SECTION 1. That the facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct.

SECTION 2. That the Commissioners Court of Oldham County, Texas, after conducting such hearing and having heard such evidence and testimony, has made the following findings and determinations based on the evidence and testimony presented to it:

- (a) That the Resolution of the Commissioners Court of Oldham County, Texas Designating Oldham Reinvestment Zone #4 dated July 8, 2013 is hereby readopted and ratified with an effective date as of September 9, 2013 that the County shall adopt the Addendum to the Resolution of the Commissioners Court of Oldham County, Texas Designating Oldham Reinvestment Zone #4 attached hereto; and
- (b) Tax Abatement Agreement between Oldham County and Cielo Land and Cattle, LP dated July 8, 2013 is hereby readopted and ratified with an effective date as of September 9, 2013 and that the County shall enter into the Addendum to the Tax Abatement Agreement attached hereto.

SECTION 4. That Oldham Reinvestment Zone #4 shall take effect on September 9, 2013, and shall remain designated as a commercial-industrial reinvestment zone for a period of five (5) years from such date of designation, and may be renewed for an additional five (5) year period thereafter.

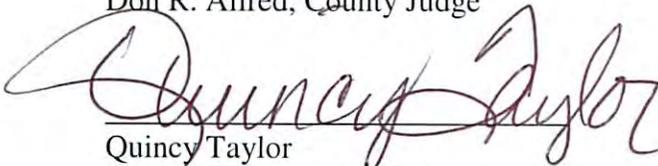
SECTION 5. That if any section, paragraph, clause or provision of this Resolution shall for any reason beheld to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution.

SECTION 6. That it is hereby found, determined and declared that a sufficient notice of the date, hour, place and subject, of the meeting of the Oldham County Commissioners Court at which this Resolution was adopted was posted at a place convenient and readily accessible at all times as required by the Texas Open Government Act, Texas Government Code, Chapter 551, as amended, and that a public hearing was held prior to the designation of such reinvestment zone and that proper notice of the hearing was published in the official newspaper of general circulation within the County, and furthermore, a copy of the proposed Tax Abatement Agreement was in fact delivered to the presiding officer of any affected taxing entity as

prescribed by law.

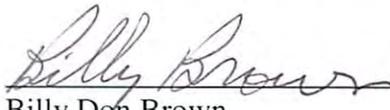
PASSED, APPROVED AND ADOPTED on this the 9<sup>th</sup> day of September, 2013.

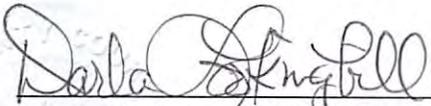
By:   
Don R. Allred, County Judge

  
Quincy Taylor  
Commissioner, Precinct 1

  
Clay Crist  
Commissioner, Precinct 2

  
Roger Morris  
Commissioner, Precinct 3

  
Billy Don Brown  
Commissioner, Precinct 4

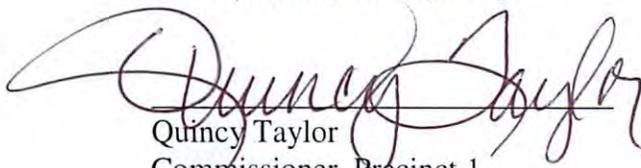
  
Attest: Darla Lookingbill, County Clerk

**ADDENDUM TO RESOLUTION OF THE COMMISSIONERS COURT  
OF OLDHAM COUNTY, TEXAS  
DESIGNATING OLDHAM REINVESTMENT ZONE #4**

The Oldham Reinvestment Zone #4 did not become of effective on July 8, 2013, and such Oldham Reinvestment Zone #4 is hereby readopted and shall take effect on September 9, 2013 and shall remain designated as a commercial-industrial reinvestment zone for a period of five (5) years from such date of designation, and may be renewed for an additional five (5) year period thereafter.

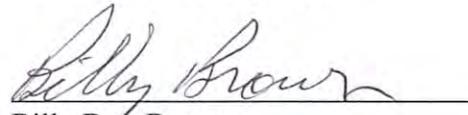
PASSED, APPROVED AND ADOPTED on this the 9th day of September, 2013.

By:   
\_\_\_\_\_  
Don R. Allred, County Judge

  
\_\_\_\_\_  
Quincy Taylor  
Commissioner, Precinct 1

  
\_\_\_\_\_  
Clay Crist  
Commissioner, Precinct 2

  
\_\_\_\_\_  
Roger Morris  
Commissioner, Precinct 3

  
\_\_\_\_\_  
Billy Don Brown  
Commissioner, Precinct 4

  
\_\_\_\_\_  
Attest: Darla Lookingbill, County Clerk

**RESOLUTION OF THE COMMISSIONERS COURT  
OF OLDHAM COUNTY, TEXAS  
DESIGNATING OLDHAM REINVESTMENT ZONE #4**

**A RESOLUTION DESIGNATING A CERTAIN AREA AS A REINVESTMENT ZONE FOR A COMMERCIAL/INDUSTRIAL TAX ABATEMENT IN OLDHAM COUNTY, TEXAS, ESTABLISHING THE BOUNDARIES THEREOF, AND PROVIDING FOR AN EFFECTIVE DATE.**

*WHEREAS*, the Commissioners Court of Oldham County, Texas desires to promote the development or redevelopment of a certain contiguous geographic area within its jurisdiction by the creation of a reinvestment zone as authorized by the Property Redevelopment and Tax Abatement Act, as amended (Texas Property Tax Code § 312.001, *et seq.*), and the Guidelines and Criteria of the Commissioners Court of Oldham County for Granting a Tax Abatement in Reinvestment Zone Created in Oldham County, Texas (the "Guidelines"); and

*WHEREAS*, on July 8, 2013, a hearing before the Commissioners Court of Oldham County, Texas was held, such date being at least seven (7) days after the date of publication of the notice of such public hearing in the local newspaper of general circulation in Oldham County and the delivery of written notice to the respective presiding officers of each taxing entity that includes within its boundaries real property that is to be included in the proposed reinvestment zone; and

*WHEREAS*, the Commissioners Court of Oldham County, Texas at such public hearing invited any interested person to appear and speak for or against the creation of the reinvestment zone and whether all or part of the territory described should be included in the proposed reinvestment zone; and

*WHEREAS*, the proponents of the reinvestment zone offered evidence, both oral and documentary, in favor of all of the foregoing matters relating to the creation of the reinvestment zone and opponents, if any, of the reinvestment zone appeared to contest the creation of the reinvestment zone.

*BE IT RESOLVED BY THE COMMISSIONERS COURT OF OLDHAM COUNTY, TEXAS:*

SECTION 1. That the facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct.

SECTION 2. That the Commissioners Court of Oldham County, Texas, after conducting such hearing and having heard such evidence and testimony, has made the following findings and determinations based on the evidence and testimony presented to it:

- (a) That the public hearing on adoption of the reinvestment zone has been properly called, held and conducted and that notice of such hearing has been published as required by law and mailed to the respective presiding officers of the governing

bodies of all taxing units overlapping the territory inside the proposed reinvestment zone; and

- (b) That the boundaries of the reinvestment zone should be the area described in the attached Exhibit "A" and depicted in the map attached hereto as Exhibit "B", which are incorporated herein by reference for all purposes. In the event of discrepancy between the descriptions of Exhibit "A" and map on Exhibit "B", the map shall control; and,
- (c) That creation of the reinvestment zone will result in benefits to Oldham County, Texas and to land included in the zone and that the improvements sought are feasible and practical; and
- (d) The reinvestment zone meets the criteria set forth in Texas Property Tax Code Chapter 312 for the creation of a reinvestment zone as set forth in the Property Redevelopment and Tax Abatement Act, as amended, and the Guidelines, in that it is reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract investment in the zone that would be a benefit to the property and that would contribute to the economic development of Oldham County, Texas, and that the entire tract of land is located entirely within an unincorporated area of Oldham County, Texas.

SECTION 3. That pursuant to the Property Redevelopment and Tax Abatement Act, as amended, and the Guidelines, Oldham County Commissioner's Court hereby creates Oldham Reinvestment Zone #4, a reinvestment zone for commercial-industrial tax abatement encompassing only the area described in Exhibit "A" and depicted in Exhibit "B", and such reinvestment zone is hereby designated and shall hereafter be referred to as Oldham Reinvestment Zone #4.

SECTION 4. That Oldham Reinvestment Zone #4 shall take effect on July 8, 2013, and shall remain designated as a commercial-industrial reinvestment zone for a period of five (5) years from such date of designation, and may be renewed for an additional five (5) year period thereafter.

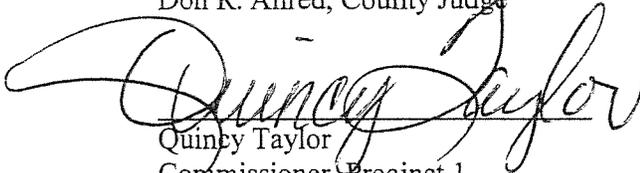
SECTION 5. That if any section, paragraph, clause or provision of this Resolution shall for any reason beheld to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution.

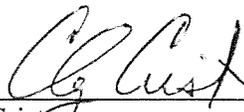
SECTION 6. That it is hereby found, determined and declared that a sufficient notice of the date, hour, place and subject, of the meeting of the Oldham County Commissioners Court at which this Resolution was adopted was posted at a place convenient and readily accessible at all times as required by the Texas Open Government Act, Texas Government Code, Chapter 551, as amended, and that a public hearing was held prior to the designation of such reinvestment zone and that proper notice of the hearing was published in the official newspaper of general circulation within the County, and furthermore, such notice was in fact delivered to the presiding

officer of any affected taxing entity as prescribed by the Property Redevelopment and Tax Abatement Act.

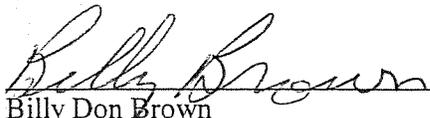
PASSED, APPROVED AND ADOPTED on this the 8th day of July, 2013.

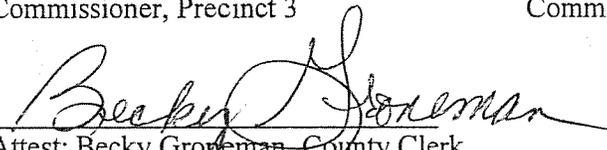
By:   
Don R. Allred, County Judge

  
Quincy Taylor  
Commissioner, Precinct 1

  
Clay Crist  
Commissioner, Precinct 2

\_\_\_\_\_  
Roger Morris  
Commissioner, Precinct 3

  
Billy Don Brown  
Commissioner, Precinct 4

  
Attest: Becky Groffeman, County Clerk

**EXHIBIT A**  
**LEGAL DESCRIPTION OF**  
**OLDHAM REINVESTMENT ZONE #4**

Oldham Reinvestment Zone #4 is comprised of the following parcels. In the event of discrepancy between this Exhibit "A" and the attached map on Exhibit "B", Exhibit "B" shall control; provided however, the Oldham Reinvestment Zone #4 shall in no way be deemed to include the City of Adrian, Texas.

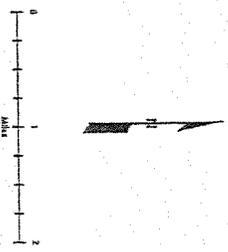
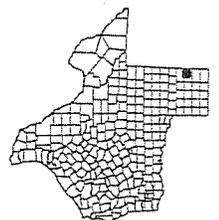
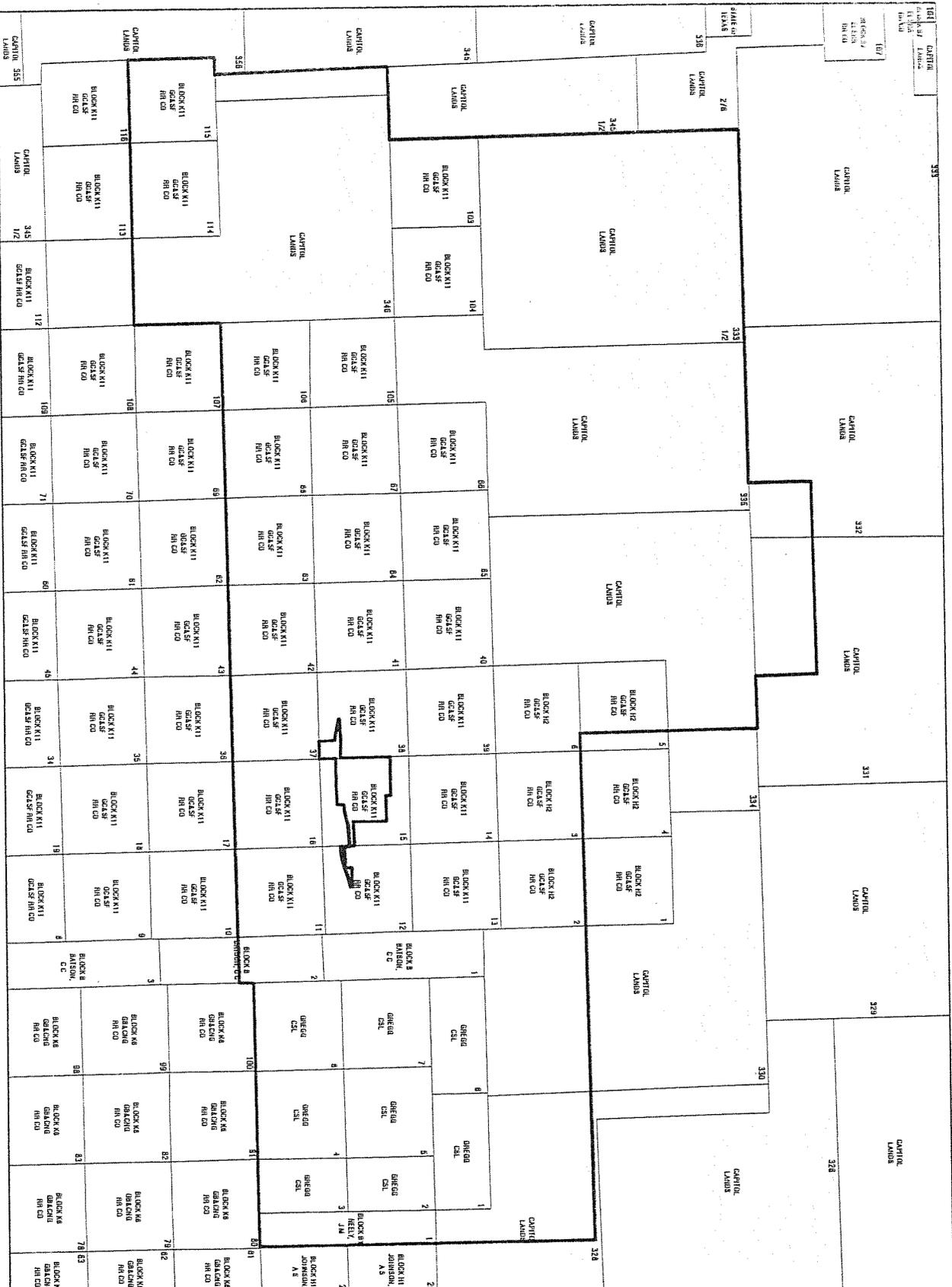
**Oldham County Reinvestment Zone**

Survey	Block	Section	Description
Capitol Lands	CL	328	That portion on the west part of Section 328, Blk CL, Capitol Lands, Oldham County, Texas
Capitol Lands	CL	330	That portion in the south part of Section 330, Blk CL, Capitol Lands, Oldham County, Texas
Capitol Lands	CL	331	That portion in the south half of the south half of Section 331, Blk CL, Capitol Lands, Oldham County, Texas
Capitol Lands	CL	332	That portion in the southeast quarter of Section 332, Blk CL, Capitol Lands, Oldham County, Texas
Capitol Lands	CL	333 1/2	All of Section 333 1/2, Blk CL, Capitol Lands, Oldham County, Texas
Capitol Lands	CL	334	All except that portion in the northeast corner of Section 334, Blk CL, Capitol Lands, Oldham County, Texas
Capitol Lands	CL	335	All of Section 335, Blk CL, Capitol Lands, Oldham County, Texas
Capitol Lands	CL	345 1/2	That portion in the south part of Section 345 1/2, Blk CL, Capitol Lands, Oldham County, Texas
Capitol Lands	CL	346	All of Section 346, Blk CL, Capitol Lands, Oldham County, Texas
CD Batson	B	1	All of Section 1, Blk B, CC Batson Survey, Oldham County, Texas
CD Batson	B	2	That portion in the north half of Section 1, Blk B, CC Batson Survey, Oldham County, Texas
JM Neely	B1	1	All of Section 1, Blk B1, JM Neely Survey, Oldham County, Texas
GC & SF	H2	2	All of Section 2, Blk H1, GC & SF Survey, Oldham County, Texas
GC & SF	H2	3	All of Section 3, Blk H1, GC & SF Survey, Oldham County, Texas
GC & SF	H2	5	All except the east half of the east half Section 5, Blk H1, GC & SF Survey, Oldham County, Texas
GC & SF	H2	6	All of Section 6, Blk H1, GC & SF Survey, Oldham County, Texas
GC & SF	K11	11	All of Section 11, Blk K11, GC & SF Survey, Oldham County, Texas

GC & SF	K11	12	That portion of Section 12 , Blk K11, GC & SF Survey, Oldham County, Texas excluding the City of Adrian
GC & SF	K11	13	All of Section 13, Blk K11, GC & SF Survey, Oldham County, Texas
GC & SF	K11	14	All of Section 14, Blk K11, GC & SF Survey, Oldham County, Texas
GC & SF	K11	15	That portion of Section 15, Blk K11, GC & SF Survey, Oldham County, Texas excluding the City of Adrian
GC & SF	K11	16	All of Section 16, Blk K11, GC & SF Survey, Oldham County, Texas
GC & SF	K11	37	All of Section 37, Blk K11, GC & SF Survey, Oldham County, Texas
GC & SF	K11	38	That portion of Section 38, Blk K11, GC & SF Survey, Oldham County, Texas excluding the City of Adrian
GC & SF	K11	39	All of Section 39, Blk K11, GC & SF Survey, Oldham County, Texas
GC & SF	K11	40	All of Section 40, Blk K11, GC & SF Survey, Oldham County, Texas
GC & SF	K11	41	All of Section 41, Blk K11, GC & SF Survey, Oldham County, Texas
GC & SF	K11	42	All of Section 42, Blk K11, GC & SF Survey, Oldham County, Texas
GC & SF	K11	63	All of Section 63, Blk K11, GC & SF Survey, Oldham County, Texas
GC & SF	K11	64	All of Section 64, Blk K11, GC & SF Survey, Oldham County, Texas
GC & SF	K11	65	All of Section 65, Blk K11, GC & SF Survey, Oldham County, Texas
GC & SF	K11	66	All of Section 66, Blk K11, GC & SF Survey, Oldham County, Texas
GC & SF	K11	67	All of Section 67, Blk K11, GC & SF Survey, Oldham County, Texas
GC & SF	K11	68	All of Section 68, Blk K11, GC & SF Survey, Oldham County, Texas
GC & SF	K11	103	All of Section 103, Blk K11, GC & SF Survey, Oldham County, Texas
GC & SF	K11	104	All of Section 104, Blk K11, GC & SF Survey, Oldham County, Texas
GC & SF	K11	105	All of Section 105, Blk K11, GC & SF Survey, Oldham County, Texas
GC & SF	K11	106	All of Section 106, Blk K11, GC & SF Survey, Oldham County, Texas
GC & SF	K11	114	All of Section 114, Blk K11, GC & SF Survey, Oldham County, Texas

GC & SF	K11	115	All of Section 115, Blk K11, GC & SF Survey, Oldham County, Texas
	Gregg County School Land	1	All of Section 1, Gregg County School Land, Oldham County, Texas
	Gregg County School Land	2	All of Section 2, Gregg County School Land, Oldham County, Texas
	Gregg County School Land	3	All of Section 3, Gregg County School Land, Oldham County, Texas
	Gregg County School Land	4	All of Section 4, Gregg County School Land, Oldham County, Texas
	Gregg County School Land	5	All of Section 5, Gregg County School Land, Oldham County, Texas
	Gregg County School Land	6	All of Section 6, Gregg County School Land, Oldham County, Texas
	Gregg County School Land	7	All of Section 7, Gregg County School Land, Oldham County, Texas
	Gregg County School Land	8	All of Section 8, Gregg County School Land, Oldham County, Texas

**EXHIBIT "B"**  
**MAP OF**  
**OLDHAM REINVESTMENT ZONE #4**



INVESTMENT ZONE

PROJECT NAME	DATE	TYPE	STATUS
1-88	12/20/11	TRUST	
1-89	11/17		

**SPINNING SPUR WIND THREE**

HEINVESTMENT ZONE

222 CONGRESS AVE.  
MILWAUKEE, WI 53202  
TEL: 312-348-2000  
FAX: 312-348-2011

Amendment No. 003

**CHECKLIST ITEM 23**

**Legal Description of Reinvestment Zone**

Oldham County Reinvestment Zone			
Survey	Block	Section	Description
Capitol Lands	CL	328	That portion on the west part of Section 328, Blk CL, Capitol Lands, Oldham County, Texas
Capitol Lands	CL	330	That portion in the south part of Section 330, Blk CL, Capitol Lands, Oldham County, Texas
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GC & SF	H2	3	All of Section 3, Blk H1, GC & SF Survey, Oldham County, Texas
GC & SF	H2	5	All except the east half of the east half Section 5, Blk H1, GC & SF Survey, Oldham County, Texas
GC & SF	H2	6	All of Section 6, Blk H1, GC & SF Survey, Oldham County, Texas
GC & SF	K11	11	All of Section 11, Blk K11, GC & SF Survey, Oldham County, Texas
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GC & SF	K11	42	All of Section 42, Blk K11, GC & SF Survey, Oldham County, Texas
GC & SF	K11	63	All of Section 63, Blk K11, GC & SF Survey, Oldham County, Texas
GC & SF	K11	64	All of Section 64, Blk K11, GC & SF Survey, Oldham County, Texas

Oldham County Reinvestment Zone			
Survey	Block	Section	Description
GC & SF	K11	65	All of Section 65, Blk K11, GC & SF Survey, Oldham County, Texas
GC & SF	K11	66	All of Section 66, Blk K11, GC & SF Survey, Oldham County, Texas
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GC & SF	K11	104	All of Section 104, Blk K11, GC & SF Survey, Oldham County, Texas
GC & SF	K11	105	All of Section 105, Blk K11, GC & SF Survey, Oldham County, Texas
GC & SF	K11	106	All of Section 106, Blk K11, GC & SF Survey, Oldham County, Texas
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	Gregg County School Land	6	All of Section 6, Gregg County School Land, Oldham County, Texas
	Gregg County School Land	7	All of Section 7, Gregg County School Land, Oldham County, Texas
	Gregg County School Land	8	All of Section 8, Gregg County School Land, Oldham County, Texas

Will Supplement.

Amendment No. 003

**CHECKLIST ITEM 24**

**Guidelines and Criteria for Reinvestment Zone**

**Resolution 02-13-12-01**

**GUIDELINES AND CRITERIA FOR GRANTING TAX ABATEMENT IN REINVESTMENT ZONES CREATED IN THE JURISDICTION OF OLDHAM COUNTY, TEXAS.**

**WHEREAS**, the creation and retention of job opportunities that bring new wealth is one of the highest civic priorities; and,

**WHEREAS**, new jobs and investments will benefit the area economy, provide needed opportunities, strengthen the real estate market, and generate tax revenue to support local services; and,

**WHEREAS**, Oldham County must compete with other localities across the nation currently offering tax inducements to attract new and modernization projects; and,

**WHEREAS**, any tax incentives offered in Oldham County would reduce needed tax revenue unless these tax incentives are strictly limited in application to those new and existing industries that bring new wealth to the community; and,

**WHEREAS**, the abatement of property taxes, when offered to attract primary jobs in industries that bring in money from outside a community instead of merely recirculation dollars within a community, has been shown to be an effective method of enhancing and diversifying an area's economy; and,

**WHEREAS**, Texas law requires any eligible taxing jurisdiction to establish guidelines and criteria as to eligibility for tax abatement agreements prior to the granting of any future tax abatement, which guidelines and criteria are to remain unchanged for a two-year period unless amended by a three fourths ( $\frac{3}{4}$ ) majority vote of the governing body, as provided by said state law; and,

**WHEREAS**, these guidelines and criteria shall not be constructed as implying or suggesting that the County of Oldham, or any other taxing jurisdiction, is under any obligation to provide tax abatement or other incentives to any applicant, and all applicants shall be considered on a case-by-case basis; and,

**WHEREAS**, these guidelines and criteria are approved for circulation to all affected taxing jurisdiction for consideration as a common policy for all jurisdictions that choose to participate in tax abatement agreements;

**NOW THEREFORE BE IT RESOLVED THAT**, said guidelines and criteria are as follows:

**Sec. 1. Definitions**

(a) "Abatement" means the full or partial exemption from ad valorem taxes of certain real property, and certain personal property, in a reinvestment zone designated by the County of Oldham for economic development purposes.

(b) "Affected jurisdiction" means the County of Oldham, and any other taxing jurisdiction with any substantial parts of its area located in Oldham County; and that levies ad valorem taxes and provides services to property located in said County; and that chooses to participate in tax abatement agreements by, or pursuant to, these guidelines.

- (c) "Agreement" means a contractual agreement between a property owner or lessee, or both, and an affected jurisdiction for the purposes of tax abatement.
- (d) "Base year value" means the assessed value of eligible property January 1 preceding the execution of the agreement, plus the agreed-upon value of eligible property improvements made after January 1 but before the execution of the agreement.
- (e) "Deferred maintenance" means improvements necessary for continued operations that do not improve productivity or alter the process technology.
- (f) "Distribution Center Facility" means permanent buildings and structures, including fixed machinery and equipment, used or to be used, primarily to receive, store, service, or distribute goods or materials owned by the facility operator.
- (g) "Expansion" means the addition of permanent building and structures, fixed machinery and equipment for purposes of increasing production capacity.
- (h) "Facility" means property improvements completed or in the process of construction that together comprise and integral whole.
- (i) "Manufacturing Facility" means permanent buildings and structures, including fixed machinery and equipment, the primary purpose of which is or will be the manufacture of tangible goods or materials or the processing of such goods or materials by physical or chemical change.
- (j) "Modernization" means a complete or partial demolition of facilities and the complete or partial reconstruction or installation of a facility of similar or expanded production capacity. Modernization may result from the construction, alteration, or installation of permanent buildings and structures, alteration, or installation of permanent buildings and structures, fixed machinery and equipment. Modernization shall include improvements for the purposes of increasing productivity or updating the technology of machinery or equipment or both.
- (k) "New Facility" means a property previously undeveloped that is placed into service by means other than by, or in conjunction with, expansion or modernization.
- (l) "Other basic industry" means permanent buildings and structures, including fixed machinery and equipment not elsewhere described, used or to be used, for the production of products or services that primarily serve a market that result in the creation of new permanent jobs, and that bring in new wealth.
- (m) "Productive life" means the number of years a property improvement is expected to be in service in a facility.
- (n) "Regional entertainment facility" means permanent buildings and structures, including fixed machinery and equipment, used or to be used to provide entertainment through the admission of the general public.

(o) "Research facility" means permanent buildings and structures, including fixed machinery and equipment, used or to be used primarily for the research or experimentation to improve or develop new tangible goods or materials or to improve or develop the production processes thereto.

(p) "Regional service facility" means permanent buildings and structures, including fixed machinery and equipment, used or to be used, to service goods.

(q) "Renewable Energy Resource" means a resource which produces energy derived from renewable energy technologies, as defined in PUC Substantive Rule 25.5.

## **Sec. 2. Criteria for Abatement and Designating a Reinvestment Zone.**

(a) Authorized facility. A facility may be eligible for abatement if it is a manufacturing facility, research facility, distribution center or regional service facility, regional entertainment facility, renewable energy resource, or other basic industry.

(b) Creation of new value. Abatement may be granted only for the additional value of eligible property improvements made subsequent to, and specified in, an abatement agreement between Oldham County and the property owner or lessee, subject to such limitation as Oldham County may require.

(c) New and existing facilities. Abatement may be for new facilities and improvements to existing facilities purposes of modernization or expansion.

(d) Eligible property. Abatement may be extended to the value of permanent buildings and structures, fixed machinery and equipment, and certain other personal property, site improvements, and office space and related fixed improvements necessary to the operation and administration of the facility.

(e) Ineligible property. The following types of property shall be fully taxable and ineligible for abatement: land; inventories; supplies; housing; hotel accommodations; deferred maintenance investments; property to be rented or leased, except as provided in Section 2 (f); any improvements, including those to produce, store or distribute natural gas, fluids or gases, that are not integral to the operation of the facility; property owned or used by the State of Texas or its political subdivision or by any organization owned, operated, or directed by a political subdivision of the State of Texas.

(f) Owned and Leased Facilities. If a leased facility is granted abatement, the agreement shall be executed with the lessor and the lessee.

(g) Value and term of abatement. A tax abatement agreement granted by Oldham County shall be up to but not exceeding ten (10) years in duration and up to but not exceeding 100% of the ad valorem property taxes assessed.

(h) Economic qualification. In order to be eligible to receive tax abatement the planned improvement:

(1) must be reasonably expected to increase the value of the property in the amount of at least \$1,000,000 for new businesses and \$500,000 for existing businesses;

(2) must be expected to prevent the loss of employment, retain employment, or create employment on a permanent basis.

(3) must not be expected to solely or primarily have the effect of transferring employment from one part of the County of Oldham to another; and,

(i) Existing business. Recognizing the importance of cosmetic improvements to the community of those existing businesses that modernize or expand over and above normal repair and upkeep, they may be granted a two-year tax abatement of the amount of value the facility is increased. (If a business has a building appraised at \$500,000.00 and modernization or expansion changes the appraised value to \$1,000,000.00, \$500,000.00 of the new value could be abated for two years beginning January 1 after the year completed.)

(j) Taxability. From the execution of the abatement agreement to the end of the agreement period taxes shall be assessed as follows:

(1) the value of ineligible property as provided in Section 2 (e) shall be fully taxable; and,

(2) the base year value of existing eligible property as determined each year shall be fully taxable; and,

(3) The additional value of new eligible property shall be taxable in the manner described in Section 2(g, h, & i).

### **Sec. 3. Application and Hearing**

(a) Any present or potential owner of taxable property in the jurisdiction of the Taxing Entities of the County of Oldham, Texas may request tax abatement by filing a written request with the Oldham County Commissioners Court.

(b) The application shall consist of a completed application form accompanied by: a nonrefundable application fee of \$1,000, a general description of the proposed use and the general nature and extent of the modernization, expansion, or new improvements to be undertaken; a descriptive list of the improvements that will be a part of the facility; a map and property description; and a time schedule for undertaking and completing the planned improvements.

In the case of modernization, a statement of the assessed value of the facility, separately stated for real and personal property, shall be give for the tax year immediately preceding the application. The application form may require any financial and other information that may be appropriate for evaluating the financial capacity of the applicant and any other factors.

(c) After receipt of an application, the Commissioners Court shall determine within forty-five (45) days how to proceed with the application. Within this time frame, the Commissioners Court shall choose either to deny the application, consider the application, or consider the application on an expedited basis.

(d) Consideration of Application. If the County determines that the application should be further considered, then the County Judge shall schedule a hearing to obtain public input on the application. At least seven (7) days prior to the hearing, the County must send written notice to the presiding officers of all taxing units with jurisdiction over the property for which an abatement is sought and must publish notice of the hearing time, place and subject in the local newspaper. At the hearing the commissioners Court

evaluates the application against the criteria in Section 2 and decides whether to designate the property for which an abatement is sought as a reinvestment zone. If the reinvestment zone is not designated, the application fails, although it may be amended and resubmitted. If the reinvestment zone is designated, the Commissioners Court shall pass an order to that effect and may then arrange to consider for approval the tax abatement agreement between the applicant and the County at its next regularly scheduled meeting. At least seven (7) days prior to entering into a tax abatement agreement, the County must give written notice of its intent to do so to the presiding officers of all taxing units with jurisdiction over the property for which an abatement is sought, along with a copy of the proposed tax abatement agreement. At the regularly scheduled meeting, the Commissioners Court may finally vote by simple majority to enter into the tax abatement agreement or to decline. An approved tax abatement agreement may be executed in the same manner as other contracts made by the County.

(e) Expedited Consideration of Application. If the County determines that the application should receive expedited consideration, then the County Judge shall schedule an opportunity to obtain public input on the application at the Commissioners Court's next meeting. At least seven (7) days prior to the meeting, the County must send written notice to the presiding officers of all taxing units with jurisdiction over the property for which an abatement is sought and must publish notice of the hearing time, place and subject in the local newspaper. Also at this time, the County must give written notice of its intent to enter into a tax abatement agreement to the presiding officers of all taxing units with jurisdiction over the property for which the abatement is sought, along with a copy of the proposed tax abatement agreement. During the Commissioners Court meeting, the Commissioners Court shall evaluate the application against the criteria in Sections 2 and shall decide whether to designate the property for which the abatement is sought as a reinvestment zone. If the reinvestment zone is designated, the Commissioners Court shall pass an order to that effect and may then immediately consider for approval the tax abatement agreement between the applicant and the County. After consideration, the Commissioners Court may finally vote by simple majority to enter into the tax abatement agreement, or the decline. An approved tax abatement agreement may be executed in the same manner as other contracts made by the County.

(f) Confidentiality. As required by Section 312.003 of the Texas Tax Code, information that is provided to the County in connection with an application or a request for a tax abatement under this chapter that describes the specific processes or business activities to be conducted or the equipment or other property to be located on the property for which the abatement is sought is confidential and not subject to public disclosure until the tax abatement is executed.

(g) When the abatement is disapproved, an applicant may be granted a review, or rehearing, in which a new application and hearing may be required.

(h) Tax abatement may not be approved if the County finds that the application therefore was filed after the commencement of the construction, alteration, or installation of improvements related to a proposed modernization, expansion, or new facility.

(i) Request for variance from the provisions of Section 2 may be made in written form to the Commissioners Court of Oldham County. Such request shall include all the items listed in Section 3 (b) above, together with a complete description of the circumstances that prompt the applicant to request variance. The approval process for a variance shall be identical to that for a standard application and may be supplemented by such additional requirements as may be deemed necessary by the County.

#### **Sec. 4. Standards for denying Approval of Abatement.**

(a) If any affected jurisdiction is able to conclusively show cause in the public hearing why the granting of the abatement will have a substantial adverse effect on its bonds, tax revenue, service capacity, or the providing of services, Oldham County shall deny the approval of abatement.

(b) An abatement agreement shall not be granted if it is determined that:

(1) there would be substantial adverse effect on the providing of government services or tax bases;

(2) the applicant has insufficient financial capacity;

(3) planned or potential use of the property would constitute a hazard to public safety, health, or morals; or,

(4) codes or laws would be violated.

### **Sec. 5. Effect of Approval of Application**

Oldham County Commissioners Court acts only for the taxing entity of Oldham County and for no other taxing entity within Oldham County. The County's approval or disapproval of an application has no effect on any other taxing entity within the jurisdiction or their right to approve or disapprove an application. Only the governing bodies of the effected jurisdictions may grant tax abatements, and enter into tax abatement agreements with applicants.

### **Sec. 6. Tax Abatement Agreements**

The Oldham County Commissioners Court after approval of an application shall enter into an agreement with the applicant. Such agreements shall be executed with the owner of the facility, and with the lessee when required. Such agreements shall include:

(1) the estimated value to be abated and the base year value;

(2) the percentage of value to be abated each year as provided in Sec. 2 (g, h, & i);

(3) the commencement date and the termination date of abatement;

(4) the proposed use of the facility, nature of construction, time schedule, map, property description, and improvements list as provided in application, Section 3 (b);

(5) contractual obligations in the event of default, violation of terms or conditions, delinquent taxes recapture, administration, and assignment as provided in Sections 2 (a), 2 (f), 2 (g, h, & i), 7, 8, and 9.

(6) size of investment and average number of jobs involved. Such agreement shall normally be executed within 30 days after the applicant has forwarded all necessary information and documentation to the County; and

(7) the agreement shall stipulate that employees, or designated representatives, or both, of Oldham County will have access to the reinvestment zone during the terms of the abatement to

inspect the facility to determine if the terms and conditions of the agreement are being met. All inspections will be made only after the giving of 24 hours prior notice and will be conducted in such a manner that they will not unreasonably interfere with the construction or operation or both of the facility. All inspections will be made in the presence of one or more representatives of the company or individual and in accordance with the safety standards of the company or individual.

## **Sec. 7 Recapture**

(a) If the facility is completed and begins producing products or services, but subsequently discontinues producing products or services for any reason excepting fire, explosion, or other casualty or accident or natural disaster, for a period of one year during the abatement period, then the agreement shall terminate and so shall the abatement of the taxes for the calendar year during which the facility no longer produces. The taxes otherwise abated for that calendar year shall be paid to the affected jurisdiction within 60 days from the date of termination.

(b) If the Oldham County Commissioners Court determines that the company or individual is in default according to the terms and conditions of its agreement, the Commissioners Court shall notify the company or individual in writing at the address stated in the agreement, and if such default is not cured within 60 days from the date of such notice ("cure period") , then the agreement may be terminated.

(c) If the company or individual (1) allows its ad valorem taxes owed to the County of Oldham, or any other taxing entity in Oldham County, to become delinquent and fails to timely and properly follow the legal procedures for their protest or contest or both; or (2) violates any of the terms and conditions of the abatement agreement and fails to cure during the cure-period, the agreement may then be terminated, and all taxes previously abated by virtue of the agreement will be recaptured and paid within 60 days of the termination.

## **Sec. 8. Administration**

(a) The Chief Appraiser of the Oldham County Appraisal District shall annually determine an assessment of the real and personal property comprising the reinvestment zone. Each year, any company or individual receiving abatement shall furnish the assessor with such information as may be necessary for the abatement. Once value has been established, the chief appraiser shall notify the affected jurisdictions that levy taxes of the amount of the assessment.

(b) Upon completion of construction, a designated representative of Oldham County shall annually value each facility receiving abatement to insure compliance with the agreement and shall make a report to the Commissioners Court regarding the findings of each evaluation.

## **Sec. 9. Assignment**

Abatement may be transferred and assigned by the holder to a new owner or lessee of the same facility upon the approval by resolution of the affected jurisdiction, subject to the financial capacity of the assignee and provided that all conditions and obligations in the abatement agreement are guaranteed by the execution of a new contractual agreement with the affected jurisdiction. No assignment or transfer shall be approved if the parties to the existing agreement, the new owner, or the new lessee are liable to any taxing entity in Oldham County for outstanding delinquent taxes or other obligations. Approval shall not be unreasonably withheld.

**Sec. 10. Sunset Provision**

The guidelines and criteria are effective upon the date of their adoption and will remain in force for two years unless amended by a three-quarters vote of the Oldham County Commissioners Court, at which time the tax abatement contracts created according to these provisions will be reviewed to determine whether or not the goals have been achieved. Based on that review, the guidelines and criteria may be further modified, renewed or eliminated.

**Moved, Seconded, and Passed Unanimously, This the \_\_\_\_\_ day of \_\_\_\_\_ 2012.**

Don R. Allred, Oldham County Judge

Quincy Taylor, Commissioner Precinct 1

Clay Crist, Commissioner Precinct 2

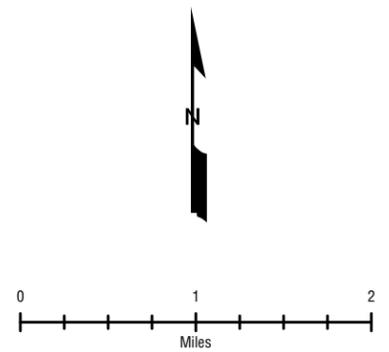
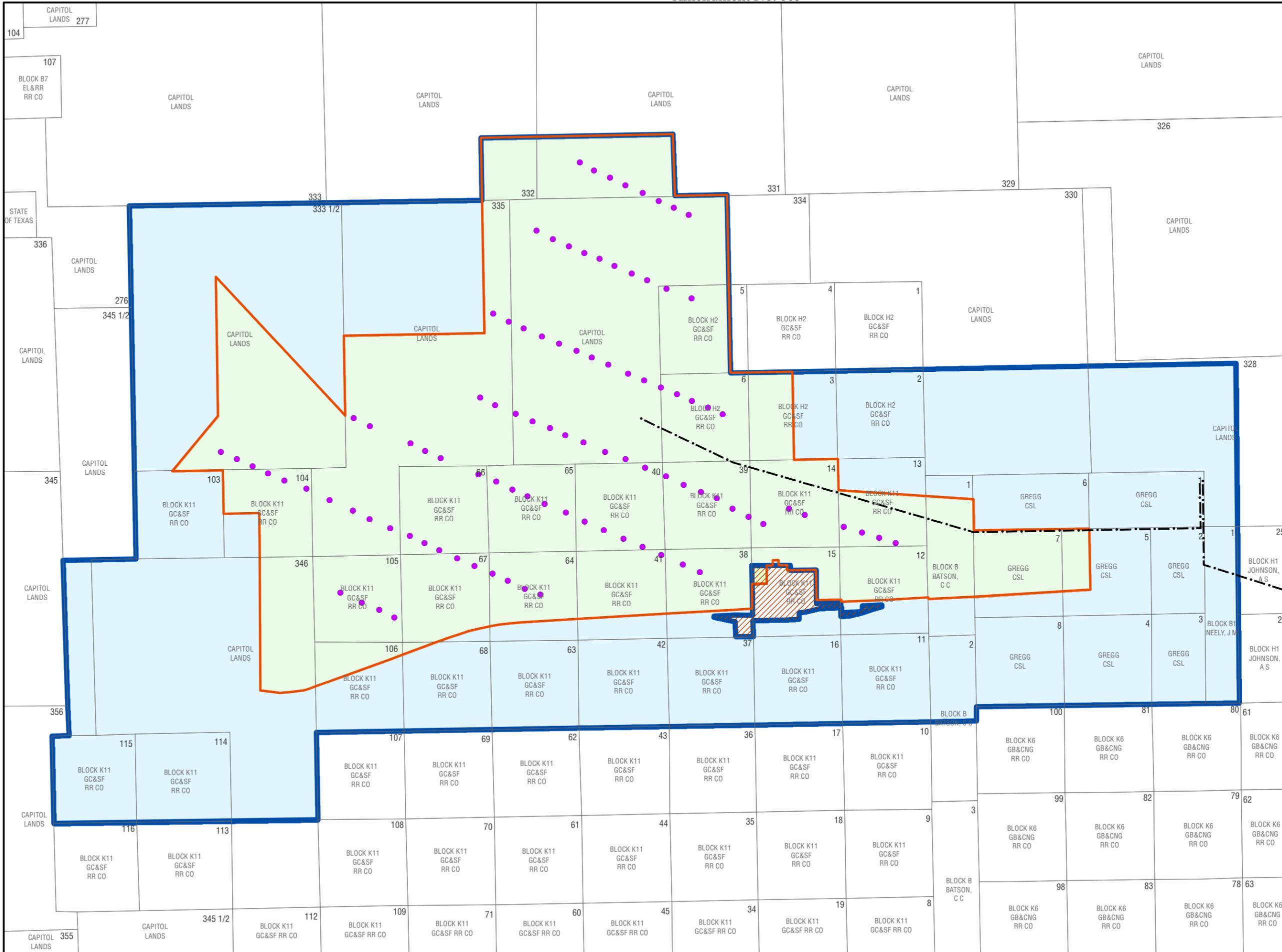
Roger Morris, Commissioner Precinct 3

Billy Brown, Commissioner Precinct 4

**ATTEST:**

Becky Groneman  
Oldham County/District Clerk

Amendment No. 003



- TURBINE
- - - TRANSMISSION LINE
- EXCLUDED FROM THE REINVESTMENT ZONE
- REINVESTMENT ZONE
- PROJECT LIMITS

ISSUE	1.0	DRAWN	KC	DATE	8/28/2013	APPD		TURBINES	97 TURBINES
DRAWING NUMBER	SPUR III CONFIDENTIAL MAP 11X17.MXD							LAYOUT	v06c
PURPOSE	REFERENCE								
SCALE	1:66,000							ORIGINAL PLOT SIZE	11X17
PROJECT TITLE	SPINNING SPUR WIND THREE								
DRAWING TITLE	CONFIDENTIAL MAP								
<small>THIS DRAWING IS THE PROPERTY OF CIELO WIND SERVICES, INC. NO REPRODUCTION MAY BE MADE IN WHOLE OR IN PART WITHOUT PERMISSION.</small>									
823 CONGRESS AVE. SUITE 500 AUSTIN, TEXAS 78701 TEL: 512-440-0305 FAX: 512-440-0277									



## Franchise Tax Account Status

As of: 11/15/2013 04:48:49 PM

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**This Page is Not Sufficient for Filings with the Secretary of State**

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<b>SPINNING SPUR WIND THREE LLC</b>	
Texas Taxpayer Number	32046003334
Mailing Address	823 CONGRESS AVE STE 500 AUSTIN, TX 78701-2459
Right to Transact Business in Texas	ACTIVE
State of Formation	TX
Effective SOS Registration Date	12/13/2011
Texas SOS File Number	0801519530
Registered Agent Name	CIELO WIND SERVICES, INC.
Registered Office Street Address	823 CONGRESS AVENUE, SUITE 500 AUSTIN, TX 78701

S U S A N

C O M B S

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS

P.O. Box 13528 • AUSTIN, TX 78711-3528



October 10, 2013

Mike Norrell  
Superintendent  
Adrian Independent School District  
P.O. Box 189  
Adrian, Texas 79001

Dear Superintendent Norrell:

On September 16, 2013, the Comptroller received the completed application (Application # 313) for a limitation on appraised value under the provisions of Tax Code Chapter 313<sup>1</sup>. This application was originally submitted in September 2013 to the Adrian Independent School District (the school district) by Spinning Spur Wind Three, LLC (the applicant). This letter presents the results of the Comptroller's review of the application:

- 1) under Section 313.025(h) to determine if the property meets the requirements of Section 313.024 for eligibility for a limitation on appraised value under Chapter 313, Subchapter C; and
- 2) under Section 313.025(d), to make a recommendation to the governing body of the school district as to whether the application should be approved or disapproved using the criteria set out by Section 313.026.

The school district is currently classified as a rural school district in Category 4 according to the provisions of Chapter 313. Therefore, the applicant properly applied under the provisions of Subchapter C, applicable to rural school districts. The amount of proposed qualified investment (\$190 million) is consistent with the proposed appraised value limitation sought (\$5 million). The property value limitation amount noted in this recommendation is based on property values available at the time of application and may change prior to the execution of any final agreement.

The applicant is an active franchise taxpayer in good standing, as required by Section 313.024(a), and is proposing the construction of a wind power electric generation facility in Oldham County, an eligible property use under Section 313.024(b). The Comptroller has determined that the property, as described by the application, meets the requirements of Section 313.024 for eligibility for a limitation on appraised value under Chapter 313, Subchapter C.

After reviewing the application using the criteria listed in Section 313.026, and the information provided by the applicant, the Comptroller's recommendation is that this application under Tax Code Chapter 313 be approved.

Our review of the application assumes the truth and accuracy of the statements in the application and that, if the application is approved, the applicant would perform according to the provisions of the agreement reached with the school district. Our recommendation does not address whether the applicant has complied with all Chapter 313 requirements; the school district is responsible for verifying that all requirements of the statute have been fulfilled. Additionally, Section 313.025 requires the school district to only approve an application if the school district finds that the information in the application is true and

<sup>1</sup> All statutory references are to the Texas Tax Code, unless otherwise noted.

correct, finds that the applicant is eligible for a limitation and determines that granting the application is in the best interest of the school district and this state. When approving a job waiver requested under Section 313.025(f-1), the school district must also find that the statutory jobs creation requirement exceeds the industry standard for the number of employees reasonably necessary for the operation of the facility. As stated above, the Comptroller's recommendation is prepared by generally reviewing the application and supporting documentation in light of the Section 313.026 criteria and a cursory review of the industry standard evidence necessary to support the waiver of the required number of jobs.

Note that any new building or other improvement existing as of the application review start date of September 16, 2013, or any tangible personal property placed in service prior to that date may not become "Qualified Property" as defined by 313.021(2).

The Comptroller's recommendation is based on the application submitted by the school district and reviewed by the Comptroller. The recommendation may not be used by the school district to support its approval of the property value limitation agreement if the application is modified, the information presented in the application changes, or the limitation agreement does not conform to the application. Additionally, this recommendation is contingent on future compliance with the Chapter 313 and the Texas Administrative Code, with particular reference to the following requirements related to the execution of the agreement:

- 1) The applicant must provide the Comptroller a copy of the proposed limitation on appraised value agreement no later than ten (10) days prior to the meeting scheduled by the school district to consider approving the agreement, so that the Comptroller may review it for compliance with the statutes and the Comptroller's rules as well as consistency with the application;
- 2) The Comptroller must confirm that it received and reviewed the draft agreement and affirm the recommendation made in this letter;
- 3) The school district must approve and execute a limitation agreement that has been reviewed by the Comptroller within a year from the date of this letter; and
- 4) The school district must provide a copy of the signed limitation agreement to the Comptroller within seven (7) days after execution, as required by Section 313.025..

Should you have any questions, please contact Robert Wood, director of Economic Development & Analysis Division, by email at [robert.wood@cpa.state.tx.us](mailto:robert.wood@cpa.state.tx.us) or by phone at 1-800-531-5441, ext. 3-3973, or direct in Austin at 512-463-3973.

Sincerely,



Martin A. Hubert  
Deputy Comptroller

Enclosure

cc: Robert Wood

**Economic Impact for Chapter 313 Project**

Applicant	Spinning Spur Wind Three LLC
Tax Code, 313.024 Eligibility Category	Renewable Energy Electric Generation
School District	Adrian ISD
2011-2012 Enrollment in School District	130
County	Oldham
Total Investment in District	\$190,000,000
Qualified Investment	\$190,000,000
Limitation Amount	\$5,000,000
Number of total jobs committed to by applicant	5*
Number of qualifying jobs committed to by applicant	5
Average Weekly Wage of Qualifying Jobs committed to by applicant	\$1,096
Minimum Weekly Wage Required Tax Code, 313.051(b)	\$1,094
Minimum Annual Wage committed to by applicant for qualified jobs	\$57,000
Investment per Qualifying Job	\$38,000,000
Estimated 15 year M&O levy without any limit or credit:	\$21,210,730
Estimated gross 15 year M&O tax benefit	\$15,111,392
Estimated 15 year M&O tax benefit (after deductions for estimated school district revenue protection--but not including any deduction for supplemental payments or extraordinary educational expenses):	\$14,907,211
Tax Credits (estimated - part of total tax benefit in the two lines above - appropriated through Foundation School Program)	\$3,522,677
Net M&O Tax (15 years) After Limitation, Credits and Revenue Protection:	\$6,303,519
Tax benefit as a percentage of what applicant would have paid without value limitation agreement (percentage exempted)	70.3%
Percentage of tax benefit due to the limitation	76.7%
Percentage of tax benefit due to the credit	23.3%
* Applicant is requesting district to waive requirement to create minimum number of qualifying jobs pursuant to Tax Code, 313.025 (f-1).	

This presents the Comptroller's economic impact evaluation of Spinning Spur Wind Three, LLC (the project) applying to Adrian Independent School District (the district), as required by Tax Code, 313.026. This evaluation is based on information provided by the applicant and examines the following criteria:

- (1) the recommendations of the comptroller;
- (2) the name of the school district;
- (3) the name of the applicant;
- (4) the general nature of the applicant's investment;
- (5) the relationship between the applicant's industry and the types of qualifying jobs to be created by the applicant to the long-term economic growth plans of this state as described in the strategic plan for economic development submitted by the Texas Strategic Economic Development Planning Commission under Section 481.033, Government Code, as that section existed before February 1, 1999;
- (6) the relative level of the applicant's investment per qualifying job to be created by the applicant;
- (7) the number of qualifying jobs to be created by the applicant;
- (8) the wages, salaries, and benefits to be offered by the applicant to qualifying job holders;
- (9) the ability of the applicant to locate or relocate in another state or another region of this state;
- (10) the impact the project will have on this state and individual local units of government, including:
  - (A) tax and other revenue gains, direct or indirect, that would be realized during the qualifying time period, the limitation period, and a period of time after the limitation period considered appropriate by the comptroller; and
  - (B) economic effects of the project, including the impact on jobs and income, during the qualifying time period, the limitation period, and a period of time after the limitation period considered appropriate by the comptroller;
- (11) the economic condition of the region of the state at the time the person's application is being considered;
- (12) the number of new facilities built or expanded in the region during the two years preceding the date of the application that were eligible to apply for a limitation on appraised value under this subchapter;
- (13) the effect of the applicant's proposal, if approved, on the number or size of the school district's instructional facilities, as defined by Section 46.001, Education Code;
- (14) the projected market value of the qualified property of the applicant as determined by the comptroller;
- (15) the proposed limitation on appraised value for the qualified property of the applicant;
- (16) the projected dollar amount of the taxes that would be imposed on the qualified property, for each year of the agreement, if the property does not receive a limitation on appraised value with assumptions of the projected appreciation or depreciation of the investment and projected tax rates clearly stated;
- (17) the projected dollar amount of the taxes that would be imposed on the qualified property, for each tax year of the agreement, if the property receives a limitation on appraised value with assumptions of the projected appreciation or depreciation of the investment clearly stated;
- (18) the projected effect on the Foundation School Program of payments to the district for each year of the agreement;
- (19) the projected future tax credits if the applicant also applies for school tax credits under Section 313.103; and
- (20) the total amount of taxes projected to be lost or gained by the district over the life of the agreement computed by subtracting the projected taxes stated in Subdivision (17) from the projected taxes stated in Subdivision (16).

**Wages, salaries and benefits [313.026(6-8)]**

After construction, the project will create five new jobs when fully operational. All five jobs will meet the criteria for qualifying jobs as specified in Tax Code Section 313.021(3). According to the Texas Workforce Commission (TWC), the regional manufacturing wage for the Panhandle Regional Planning Commission Region, where Oldham County is located was \$41,850 in 2012. The annual average manufacturing wage for 2012-2013 for Oldham County is \$51,701. That same year, the county annual average wage for all industries was \$45,812. In addition to an annual average salary of \$57,000 each qualifying position will receive benefits such as medical, dental and vision insurance, vacation time, sick leave and skills training. The project's total investment is \$190 million, resulting in a relative level of investment per qualifying job of \$38 million.

**Ability of applicant to locate to another state and [313.026(9)]**

According to Spinning Spur Wind Three, LLC's application, "The applicant can locate the Project anywhere in the U.S. with sufficient prevailing wind conditions conducive to power generation."

**Number of new facilities in region [313.026(12)]**

During the past two years, 16 projects in the Panhandle Regional Planning Commission Region applied for value limitation agreements under Tax Code, Chapter 313.

**Relationship of applicant's industry and jobs and Texas's economic growth plans [313.026(5)]**

The Texas Economic Development Plan focuses on attracting and developing industries using technology. It also identifies opportunities for existing Texas industries. The plan centers on promoting economic prosperity throughout Texas and the skilled workers that the Spinning Spur Wind Three, LLC project requires appear to be in line with the focus and themes of the plan. Texas identified energy as one of six target clusters in the Texas Cluster Initiative. The plan stresses the importance of technology in all sectors of the energy industry.

**Economic Impact [313.026(10)(A), (10)(B), (11), (13-20)]**

Table 1 depicts Spinning Spur Wind Three, LLC's estimated economic impact to Texas. It depicts the direct, indirect and induced effects to employment and personal income within the state. The Comptroller's office calculated the economic impact based on 16 years of annual investment and employment levels using software from Regional Economic Models, Inc. (REMI). The impact includes the construction period and the operating period of the project.

**Table 1: Estimated Statewide Economic Impact of Investment and Employment in Spinning Spur Wind Three, LLC**

Year	Employment			Personal Income		
	Direct	Indirect + Induced	Total	Direct	Indirect + Induced	Total
2013	25	28	53	\$1,425,000	\$1,575,000	\$3,000,000
2014	55	60	115	\$3,135,000	\$3,865,000	\$7,000,000
2015	5	6	11	\$285,000	\$715,000	\$1,000,000
2016	5	9	14	\$285,000	\$715,000	\$1,000,000
2017	5	9	14	\$285,000	\$1,715,000	\$2,000,000
2018	5	11	16	\$285,000	\$715,000	\$1,000,000
2019	5	13	18	\$285,000	\$715,000	\$1,000,000
2020	5	11	16	\$285,000	\$1,715,000	\$2,000,000
2021	5	13	18	\$285,000	\$1,715,000	\$2,000,000
2022	5	13	18	\$285,000	\$1,715,000	\$2,000,000
2023	5	13	18	\$285,000	\$1,715,000	\$2,000,000
2024	5	9	14	\$285,000	\$1,715,000	\$2,000,000
2025	5	16	21	\$285,000	\$1,715,000	\$2,000,000
2026	5	11	16	\$285,000	\$715,000	\$1,000,000
2027	5	11	16	\$285,000	\$1,715,000	\$2,000,000
2028	5	7	12	\$285,000	\$715,000	\$1,000,000

Source: CPA, REMI, Spinning Spur Wind Three, LLC

The statewide average ad valorem tax base for school districts in Texas was \$1.65 billion in 2021-2013. Adrian ISD's ad valorem tax base in 2012-2013 was \$43 million. The statewide average wealth per WADA was estimated at \$343,155 for fiscal 2012-2013. During that same year, Adrian ISD's estimated wealth per WADA was \$163,601. The impact on the facilities and finances of the district are presented in Attachment 2.

Table 2 examines the estimated direct impact on ad valorem taxes to the school district, Oldham County, and Llano Estacado Water District with all property tax incentives sought being granted using estimated market value from Spinning Spur Wind Three, LLC's application. Spinning Spur Wind Three, LLC has applied for both a value limitation under Chapter 313, Tax Code and a tax abatement with the county. Table 3 illustrates the estimated tax impact of the Spinning Spur Wind Three, LLC project on the region if all taxes are assessed.

Year	Estimated Taxable Value for I&S	Estimated Taxable Value for M&O	Tax Rate <sup>1</sup>	Adrian ISD I&S Levy	Adrian ISD M&O Levy	Adrian ISD M&O and I&S Tax Levies (Before Credit Credited)	Adrian ISD M&O and I&S Tax Levies (After Credit Credited)	Oldham County Tax Levy	Llano Estacado Water District Tax Levy (50.29%)	Estimated Total Property Taxes
			0.0000		1.0400			0.6688	0.0100	
2014	\$190,000.000	\$190,000.000		\$0	\$1,976.000	\$1,976.000	\$1,976.000	\$1,270.682	\$9,555	\$3,256.237
2015	\$180,500.000	\$180,500.000		\$0	\$1,877.200	\$1,877.200	\$1,877.200	\$1,207,148	\$9,077	\$3,093,425
2016	\$171,475.000	\$5,000.000		\$0	\$52,000	\$52,000	\$52,000	\$0	\$8,623	\$60,623
2017	\$162,901.250	\$5,000.000		\$0	\$52,000	\$52,000	\$26,000	\$0	\$8,192	\$34,192
2018	\$154,756.108	\$5,000.000		\$0	\$52,000	\$52,000	\$26,000	\$0	\$7,783	\$33,783
2019	\$147,018.378	\$5,000.000		\$0	\$52,000	\$52,000	\$26,000	\$0	\$7,394	\$33,394
2020	\$139,667.459	\$5,000.000		\$0	\$52,000	\$52,000	\$26,000	\$0	\$7,024	\$33,024
2021	\$132,684.086	\$5,000.000		\$0	\$52,000	\$52,000	\$26,000	\$0	\$6,673	\$32,673
2022	\$126,049.882	\$5,000.000		\$0	\$52,000	\$52,000	\$26,000	\$0	\$6,339	\$32,339
2023	\$119,747.388	\$5,000.000		\$0	\$52,000	\$52,000	\$26,000	\$0	\$6,022	\$32,022
2024	\$113,760.011	\$113,760.011		\$0	\$1,183.104	\$1,183.104	\$34,128	\$0	\$5,721	\$39,849
2025	\$108,072.018	\$108,072.018		\$0	\$1,123.949	\$1,123.949	\$0	\$0	\$5,435	\$5,435
2026	\$102,668.417	\$102,668.417		\$0	\$1,067.752	\$1,067.752	\$0	\$686,626	\$5,163	\$691,789
2027	\$97,534.996	\$97,534.996		\$0	\$1,014.364	\$1,014.364	\$1,014.364	\$652,295	\$4,905	\$1,671,564
2028	\$92,658.246	\$92,658.246		\$0	\$963.646	\$963.646	\$963.646	\$619,680	\$4,660	\$1,587,985
						<b>Total</b>	<b>\$6,099,338</b>	<b>\$4,436,430</b>	<b>\$102,566</b>	<b>\$10,638,334</b>

Assumes School Value Limitation and Tax Abatement with the County.

Source: CPA, Spinning Spur Wind Three, LLC

<sup>1</sup>Tax Rate per \$100 Valuation

Year	Estimated Taxable Value for I&S	Estimated Taxable Value for M&O	Tax Rate <sup>1</sup>	Adrian ISD I&S Levy	Adrian ISD M&O Levy	Adrian ISD M&O and I&S Tax Levies	Oldham County Tax Levy	Llano Estacado Water District Tax Levy (50.29%)	Estimated Total Property Taxes	
			0.0000		1.0400			0.6688	0.0100	
2014	\$190,000.000	\$190,000.000		\$0	\$1,976.000	\$1,976.000	\$1,270.682	\$9,555	\$3,256.237	
2015	\$180,500.000	\$180,500.000		\$0	\$1,877.200	\$1,877.200	\$1,207,148	\$9,077	\$3,093,425	
2016	\$171,475.000	\$171,475.000		\$0	\$1,783.340	\$1,783.340	\$1,146,791	\$8,623	\$2,938,754	
2017	\$162,901.250	\$162,901.250		\$0	\$1,694.173	\$1,694.173	\$1,089,451	\$8,192	\$2,791,816	
2018	\$154,756.108	\$154,756.108		\$0	\$1,609.464	\$1,609.464	\$1,034,978	\$7,783	\$2,652,224	
2019	\$147,018.378	\$147,018.378		\$0	\$1,528.991	\$1,528.991	\$983,230	\$7,394	\$2,519,614	
2020	\$139,667.459	\$139,667.459		\$0	\$1,452.542	\$1,452.542	\$934,068	\$7,024	\$2,393,633	
2021	\$132,684.086	\$132,684.086		\$0	\$1,379.914	\$1,379.914	\$887,365	\$6,673	\$2,273,952	
2022	\$126,049.882	\$126,049.882		\$0	\$1,310.919	\$1,310.919	\$842,996	\$6,339	\$2,160,254	
2023	\$119,747.388	\$119,747.388		\$0	\$1,245.373	\$1,245.373	\$800,847	\$6,022	\$2,052,242	
2024	\$113,760.011	\$113,760.011		\$0	\$1,183.104	\$1,183.104	\$760,804	\$5,721	\$1,949,629	
2025	\$108,072.018	\$108,072.018		\$0	\$1,123.949	\$1,123.949	\$722,764	\$5,435	\$1,852,148	
2026	\$102,668.417	\$102,668.417		\$0	\$1,067.752	\$1,067.752	\$686,626	\$5,163	\$1,759,541	
2027	\$97,534.996	\$97,534.996		\$0	\$1,014.364	\$1,014.364	\$652,295	\$4,905	\$1,671,564	
2028	\$92,658.246	\$92,658.246		\$0	\$963.646	\$963.646	\$619,680	\$4,660	\$1,587,985	
						<b>Total</b>	<b>\$21,210,730</b>	<b>\$13,639,723</b>	<b>\$102,566</b>	<b>\$34,953,019</b>

Source: CPA, Spinning Spur Wind Three, LLC

<sup>1</sup>Tax Rate per \$100 Valuation

Attachment 1 includes schedules A, B, C, and D provided by the applicant in the application. Schedule A shows proposed investment. Schedule B is the projected market value of the qualified property. Schedule C contains employment information, and Schedule D contains tax expenditures and other tax abatement information.

Attachment 2, provided by the district and reviewed by the Texas Education Agency, contains information relating to the financial impact of the proposed project on the finances of the district as well as the tax benefit of the value limitation. "TABLE II" in this attachment shows the estimated 13 year M&O tax levy without the value limitation agreement would be \$19,141,593. The estimated gross 13 year M&O tax benefit, or levy loss, is \$14,907,211.

Attachment 3 is an economic overview of Oldham County.

**Disclaimer:** This examination is based on information from the application submitted to the school district and forwarded to the comptroller. It is intended to meet the statutory requirement of Chapter 313 of the Tax Code and is not intended for any other purpose.

# Attachments

1. Schedules A, B, C, and D provided by applicant in application
2. School finance and tax benefit provided by district
3. County Economic Overview

# Attachment 1

Schedule A (Rev. May 2010): Investment

Applicant Name: Eplaning Bow Wind Three, LLC  
 18D Name: Aulten

Form 90-206

PROPERTY INVESTMENT AMOUNTS									
(Calculate investment in each year. Do not put cumulative totals.)									
Year	School Year (YYYY-YYYY)	Tax Year (FY in actual tax year book) YYYY	Column A: Tangible Personal Property (original cost) placed in service during this year	Column B: Building or permanent nonresidential component of building (original amount)	Column C: Sum of A and B (during the qualifying time period)	Column D: Other investment that is not qualified investment but investment affecting economic impact and job table	Column E: Total Investment (A)+(B)+(D)	Year	Year
The year preceding the first complete application of the qualifying time period (assuming no children)  Investment made before final board approval of application and before Jan. 1 of first complete tax year of qualifying time period (qualified investment and eligible to become qualified property)  Investment made after final complete application with district, but before final board approval of application (eligible to become qualified property)  Investment made after final board approval of application and before Jan. 1 of first complete tax year of qualifying time period (qualified investment and eligible to become qualified property)  Complete tax years of qualifying time period  Value Limitation Period  Continues to Maintain Viable Presence  Post-Settle-Up Period  Post-Settle-Up Period	2013-2014	2013							
	2014-2015	2014	\$950,000.00	\$0.00	\$950,000.00		\$950,000.00		
	2015-2016	2015	\$189,050,000.00	\$0.00	\$189,050,000.00		\$189,050,000.00		
	2016-2017	2016							
	2017-2018	2017							
	2018-2019	2018							
	2019-2020	2019							
	2020-2021	2020							
	2021-2022	2021							
	2022-2023	2022							
	2023-2024	2023							
	2024-2025	2024							
	2025-2026	2025							
	2026-2027	2026							
	2027-2028	2027							
2028-2029	2028								
2029-2030	2029								

Qualifying Time Period usually begins with the final board approval of the application and extends generally for the following two complete tax years.  
 Column A: This represents the total dollar amount of planned investment in tangible personal property the applicant considers qualified investment - as defined in Tax Code §313.021(1)(A)-(D).  
 For the purposes of investment, please list amount invested each year, not cumulative totals.  
 For the years outside the qualifying time period, this number should simply represent the planned investment in tangible personal property.  
 Column B: Include estimates of investment for "replacement" property property that is part of original agreement but scheduled for probable replacement during operation period.  
 The total dollar amount of planned investment each year in buildings or nonremovable component of buildings that the applicant considers qualified investment under Tax Code §313.021(1)(E).  
 For the years outside the qualifying time period, this number should simply represent the planned investment in new buildings or nonremovable components of buildings.  
 Column C: Dollar value of other investment that may not be qualified investment but that may affect economic impact and total value-for planning, construction and operation of the facility.  
 This most significant example for many projects would be land. Other examples may be items such as professional services, etc.  
 Note: Land can be used as part of investment during the "pre-year 1" time period. It cannot be part of qualifying investment.  
 Notes: For advanced clean energy projects, nuclear projects, projects with defined qualifying time periods, and projects with lengthy application review periods, insert additional rows as needed.  
 This schedule must be submitted with the original application and any application for tax credit. When using this schedule for any purpose other than the original application, replace original estimates with actual approved district data for past years and update estimates for current and future years. If original estimates have not changed, enter those amounts for future years.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE:  DATE: 07/08/2013

**Schedule B (Rev. May 2010): Estimated Market And Taxable Value**

Form 50-296

Applicant Name: **Spinning Spur Wind Three, LLC**  
 ISD Name: **Aurien**

Year	School Year (YYYY-YYYY)	Tax Year (File in actual tax year) YYYY	Qualified Property			Reductions from Market Value	Estimated Taxable Value	
			Estimated Market Value of Land	Estimated Total Market Value of new buildings or other new improvements	Estimated Total Market Value of tangible personal property in the new building or "in or on the new improvement"		Final taxable value for IRS - after all reductions	Final taxable value for MSO--after all reductions
pre-year 1	2013-2014	2013	N/A	\$0.0	\$9,500,000.0	\$0.0	\$9,500,000.0	\$9,500,000.0
1	2014-2015	2014	N/A	\$0.0	\$190,000,000.0	\$0.0	\$190,000,000.0	\$190,000,000.0
2	2015-2016	2015	N/A	\$0.0	\$180,500,000.0	\$0.0	\$180,500,000.0	\$180,500,000.0
3	2016-2017	2016	N/A	\$0.0	\$171,475,000.0	\$168,475,000.0	\$171,475,000.0	\$5,000,000.0
4	2017-2018	2017	N/A	\$0.0	\$162,901,250.0	\$157,901,250.0	\$162,901,250.0	\$5,000,000.0
5	2018-2019	2018	N/A	\$0.0	\$154,756,187.5	\$149,756,187.5	\$154,756,187.5	\$5,000,000.0
6	2019-2020	2019	N/A	\$0.0	\$147,010,378.1	\$142,010,378.1	\$147,010,378.1	\$5,000,000.0
7	2020-2021	2020	N/A	\$0.0	\$139,667,459.2	\$134,667,459.2	\$139,667,459.2	\$5,000,000.0
8	2021-2022	2021	N/A	\$0.0	\$132,684,086.3	\$127,684,086.3	\$132,684,086.3	\$5,000,000.0
9	2022-2023	2022	N/A	\$0.0	\$126,049,881.9	\$121,049,881.9	\$126,049,881.9	\$5,000,000.0
10	2023-2024	2023	N/A	\$0.0	\$119,747,387.8	\$114,747,387.8	\$119,747,387.8	\$5,000,000.0
11	2024-2025	2024	N/A	\$0.0	\$113,760,018.5	\$0.0	\$113,760,018.5	\$113,760,018.5
12	2025-2026	2025	N/A	\$0.0	\$108,072,017.5	\$0.0	\$108,072,017.5	\$108,072,017.5
13	2026-2027	2026	N/A	\$0.0	\$102,668,416.7	\$0.0	\$102,668,416.7	\$102,668,416.7
14	2027-2028	2027	N/A	\$0.0	\$97,534,995.8	\$0.0	\$97,534,995.8	\$97,534,995.8
15	2028-2029	2028	N/A	\$0.0	\$92,658,246.0	\$0.0	\$92,658,246.0	\$92,658,246.0

Notes: Market value in future years is good faith estimate of future taxable value for the purposes of property taxation. This schedule must be submitted with the original application and any application for tax credit. When using this schedule for any purpose other than the original application, replace original estimates with actual appraisal district data for past years and update estimates for current and future years. If original estimates have not changed, enter those amounts for future years.

*[Signature]*

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE

*07/08/2013*

DATE

Amendment No. 001 -  
Attachment 18  
Schedule C- Application: Employment Information

Applicant Name: Spinning Spur Wind Three  
ISD Name: Adrian

Form 50-298

	Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year) YYYY	Construction		New Jobs		Qualifying Jobs	
				Column A: Number of Construction FTE's or man-hours (specify)	Column B: Average annual wage rates for construction workers	Column C: Number of new jobs applicant commits to create (cumulative)	Column D: Average annual wage rate for all new jobs.	Column E: Number of qualifying jobs applicant commits to create meeting all criteria of Sec. 313.021(3) (cumulative)	Column F: Average annual wage of qualifying jobs
	pre-year 1	2013-2014	2013	25 FTEs	\$57,000.0	0	0	0	0
Complete tax years of qualifying time period	1	2014-2015	2014	50 FTEs	\$57,000.0	5	\$57,000	5	\$57,000
	2	2015-2016	2015	0	\$0.0	5	\$57,000	5	\$57,000
	3	2016-2017	2016	0	\$0.0	5	\$57,000	5	\$57,000
	4	2017-2018	2017	0	\$0.0	5	\$57,000	5	\$57,000
	5	2018-2019	2018	0	\$0.0	5	\$57,000	5	\$57,000
Value Limitation Period	6	2019-2020	2019	0	\$0.0	5	\$57,000	5	\$57,000
	7	2020-2021	2020	0	\$0.0	5	\$57,000	5	\$57,000
	8	2021-2022	2021	0	\$0.0	5	\$57,000	5	\$57,000
	9	2022-2023	2022	0	\$0.0	5	\$57,000	5	\$57,000
	10	2023-2024	2023	0	\$0.0	5	\$57,000	5	\$57,000
Credit Settle-Up Period (with 50% cap on credit)	11	2024-2025	2024	0	\$0.0	5	\$57,000	5	\$57,000
	12	2025-2026	2025	0	\$0.0	5	\$57,000	5	\$57,000
	13	2026-2027	2026	0	\$0.0	5	\$57,000	5	\$57,000
Post-Settle-Up Period	14	2027-2028	2027	0	\$0.0	5	\$57,000	5	\$57,000
	15	2028-2029	2028	0	\$0.0	5	\$57,000	5	\$57,000

Notes: For job definitions see TAC §9.1051(14) and Tax Code §313.021(3).

This schedule must be submitted with the original application and any application for tax credit. When using this schedule for any purpose other than the original application, replace original estimates with actual appraisal district data for past years and update estimates for current and future years. If original estimates have not changed, enter those amounts for future years.


  
 SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE

DATE Aug 1, 2013

Schedule D: (Rev. May 2010): Other Tax Information

Applicant Name		Spinning Spur Wind Three, LLC		ISD Name		Auditor		Form 50-386				
				Sales Tax Information		Franchise Tax		Other Property Tax Abatement Sought				
				Sales Taxable Expenditures		Franchise Tax		County	City	Hospital	Other	
	Year	School Year (YYYY-YYYY)	Tax/Calendar Year YYYY	Column F: Estimate of total annual expenditures* subject to state sales tax	Column G: Estimate of total annual expenditures* made in Texas NOT subject to sales tax	Column H: Estimate of Franchise tax due from (or attributable to) the applicant	Fill in percentage exemption requested or granted in each year of the Agreement	Fill in percentage exemption requested or granted in each year of the Agreement	Fill in percentage exemption requested or granted in each year of the Agreement	Fill in percentage exemption requested or granted in each year of the Agreement		
The year preceding the first complete tax year of the qualifying time period (assuming no deferrals)		2013-2014	2013	\$619,380.0	\$8,880,620.0	0	0	0	0	0	0	
	Complete tax years of qualifying time period	1	2014-2015	2014	\$11,768,220.0	\$168,731,780.0	\$0.0	0.0%	0	0	0	0
		2	2015-2016	2015	0	0	\$0.0	0.0%	0	0	0	0
		3	2016-2017	2016	0	0	\$0.0	100.0%	0	0	0	0
		4	2017-2018	2017	0	0	\$0.0	100.0%	0	0	0	0
		5	2018-2019	2018	0	0	\$0.0	100.0%	0	0	0	0
		6	2019-2020	2019	0	0	\$0.0	100.0%	0	0	0	0
	Tax Credit Period (with 50% cap on credit)	7	2020-2021	2020	0	0	\$140,445.6	100.0%	0	0	0	0
		8	2021-2022	2021	0	0	\$139,047.2	100.0%	0	0	0	0
		9	2022-2023	2022	0	0	\$140,141.7	100.0%	0	0	0	0
		10	2023-2024	2023	0	0	\$126,382.0	100.0%	0	0	0	0
	Credit Settle-Up Period	11	2024-2025	2024	0	0	\$137,293.3	100.0%	0	0	0	0
		12	2025-2026	2025	0	0	\$133,136.0	100.0%	0	0	0	0
		13	2026-2027	2026	0	0	\$150,000.4	0	0	0	0	0
	Post-Settle Up Period	14	2027-2028	2027	0	0	\$187,760.1	0	0	0	0	0
15		2028-2029	2028	0	0	\$101,733.4	0	0	0	0	0	

\*For planning, construction and operation of the facility.

 DATE

07/08/2013

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE

# **Attachment 2**

October 7, 2013

Mr. Robert Wood  
Director, Economic Development and Analysis  
Texas Comptroller of Public Accounts  
Lyndon B. Johnson State Office Building  
111 East 17th Street  
Austin, Texas 78774

Dear Mr. Wood:

As required by the Tax Code, §313.025 (b-1), the Texas Education Agency (TEA) has evaluated the impact of the proposed Spinning Spur Wind Three LLC project on the number and size of school facilities in Adrian Independent School District (AISD). Based on the analysis prepared by Randy McDowell and Neal Brown for the school district and a conversation with the AISD superintendent, Michael Norrell, the TEA has found that the Spinning Spur Wind Three LLC project would not have a significant impact on the number or size of school facilities in AISD.

Please feel free to contact me by phone at (512) 463-9186 or by email at [al.mckenzie@tea.state.tx.us](mailto:al.mckenzie@tea.state.tx.us) if you need further information about this issue.

Sincerely,



Al McKenzie, Manager  
Foundation School Program Support

AM/rk

October 7, 2013

Mr. Robert Wood  
Director, Economic Development and Analysis  
Texas Comptroller of Public Accounts  
Lyndon B. Johnson State Office Building  
111 East 17th Street  
Austin, Texas 78774

Dear Mr. Wood:

The Texas Education Agency (TEA) has analyzed the revenue gains that would be realized by the proposed Spinning Spur Wind Three LLC project for the Adrian Independent School District (AISD). Projections prepared by the TEA State Funding Division confirm the analysis that was prepared by Randy McDowell and Neal Brown and provided to us by your division. We believe their assumptions regarding the potential revenue gain are valid, and their estimates of the impact of the Spinning Spur Wind Three LLC project on AISD are correct.

Please feel free to contact me by phone at (512) 463-9186 or by email at [al.mckenzie@tea.state.tx.us](mailto:al.mckenzie@tea.state.tx.us) if you need further information about this issue.

Sincerely,



Al McKenzie, Manager  
Foundation School Program Support

AM/rk

**Summary of the District's Financial Impact  
of Chapter 313 Agreement  
with Spinning Spur Wind Three, LLC**

**Prepared by**

**Randy McDowell, RTSBA**

**&**

**Neal Brown**

**School Finance Consultants**

# **Adrian ISD Financial Impact of Chapter 313 Agreement**

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## **Summary of Adrian ISD Financial Impact of the Limited Appraised Value Application from Spinning Spur Wind Three, LLC**

### **Introduction**

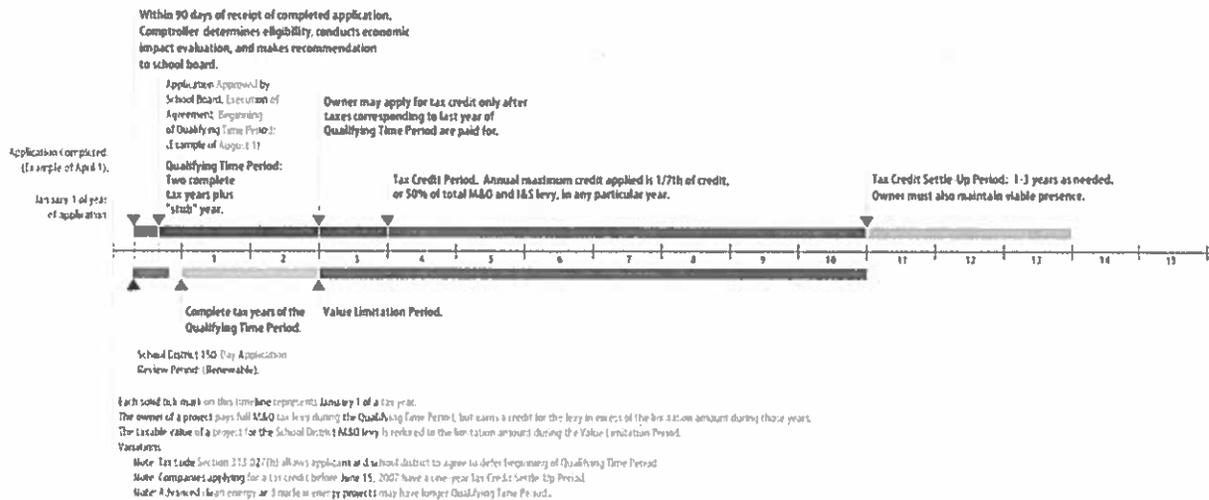
Spinning Spur Wind Three, LLC applied for a property value limitation from Adrian Independent School District under Chapter 313 of the Tax Code. The application was submitted on July 8, 2013 and subsequently approved for consideration by the Adrian ISD Board of Trustees. Spinning Spur Wind Three, LLC ("Spinning Spur Three"), is requesting the property value limitation as a "renewable energy electric generation" project as listed in Sec. 313.024.(b) of the Tax Code.

"The Economic Development Act", Tax Code Chapter 313, was created by House Bill 1200 of the 77<sup>th</sup> Texas Legislature in 2001. Further amendments were made to Chapter 313 as a result of House Bill 1470 from the 80<sup>th</sup> Texas Legislative Session in 2007.

The Economic Development Act was created to attract qualifying businesses to Texas by allowing school districts the option of approving a property value limitation to these qualifying entities. The purpose of the property value limitation is to reduce the maintenance and operations taxes paid by the company, to a school district during the applicable years as displayed below.

# Adrian ISD Financial Impact of Chapter 313 Agreement

## Appraised Value Limitation and Credit under Tax Code Chapter 313 for School District Maintenance & Operations (M&O) Tax



The company must file an application with the school district to qualify for consideration of a Limited Appraised Value Agreement ("LAVA" or "Agreement") to begin the following tax year or a later year if agreed upon by the District and the Company. The first two years of the agreement are considered the qualifying time period and the company's school district taxes will be levied at one-hundred percent of the appraised value. The applicant may then file a separate application with the school district to request tax credits (for taxes paid during the qualifying time period) to be applied during years four through ten of the LAVA, but not to exceed 50% of their tax levy for those years. Any tax credit balance remaining after this period can then be applied during years eleven through thirteen of the agreement, but cannot exceed the actual amount of taxes paid to the school district during the Settle-Up Period. After year thirteen, any leftover credits will not be applied and will expire.

During years three through ten of the LAVA, the qualifying entity's taxable value will be reduced to the minimum qualified investment for the applicable school district as determined by the State Comptroller's Office. Adrian ISD is considered a Rural category 4 District as categorized with total taxable value of industrial property of at least \$100,000 but less than \$1 million, thus Adrian ISD has a minimum qualified investment amount of \$5 million. A qualifying entity's taxable value would be

## Adrian ISD Financial Impact of Chapter 313 Agreement

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reduced to \$5 million during years three through ten of the agreement for the purposes of computing the tax levy for the maintenance and operations (M&O) tax of Adrian ISD. The entire appraised value will be used for computing the interest and sinking (I&S) tax levy.

### Taxable Value Impact from LAVA

The “Additional Value from Spinning Spur Three” represents the values that the company estimated as their taxable values in the application that was filed with the district. During years three through ten, the company’s taxable value will be limited to the \$5,000,000 minimum qualified investment of Adrian ISD.

**TABLE I- Calculation of Taxable Value:**

Tax Year	Additional Value From Spinning Spur Three	Minimum Qualified Investment	Abated Value	Taxable Value
Jan. 1, 2014	190,000,000	n/a	0	190,000,000
Jan. 1, 2015	180,500,000	n/a	0	180,500,000
Jan. 1, 2016	171,475,000	(5,000,000)	166,475,000	5,000,000
Jan. 1, 2017	162,901,250	(5,000,000)	157,901,250	5,000,000
Jan. 1, 2018	154,756,187	(5,000,000)	149,756,187	5,000,000
Jan. 1, 2019	147,018,378	(5,000,000)	142,018,378	5,000,000
Jan. 1, 2020	139,667,459	(5,000,000)	134,667,459	5,000,000
Jan. 1, 2021	132,684,086	(5,000,000)	127,684,086	5,000,000
Jan. 1, 2022	126,049,881	(5,000,000)	121,049,881	5,000,000
Jan. 1, 2023	119,747,387	(5,000,000)	114,747,387	5,000,000
Jan. 1, 2024	113,760,018	n/a	0	113,760,018
Jan. 1, 2025	108,072,017	n/a	0	108,072,017
Jan. 1, 2026	102,668,416	n/a	0	102,668,416

# Adrian ISD Financial Impact of Chapter 313 Agreement

## Spinning Spur Three's Tax Benefit from Agreement

The projected amount of the net tax savings for Spinning Spur Three is \$14.9 million over the life of the Agreement. This net savings is after all tax credits have been applied and after estimated payments have been made to the district to offset their revenue losses that were a direct result of entering into this Agreement. Tax credits during years four through ten are limited to the lesser of 1/7 of the total tax credit or 50% of the total taxes paid for that tax year. Any tax credits not refunded to the company during those years will be refunded up to 100% of the taxes paid in years eleven through thirteen.

Adrian ISD's projected tax rates for maintenance & operations (M&O) and interest & sinking (I&S) are based on the following assumptions:

- The District has not held a tax ratification election and the study projects that it will maintain an M&O tax rate of \$1.04 for the life of this agreement. The M&O rates for 2014-2015 & 2024-2025 are projected to drop to \$1.01 due to the rollback tax rate calculations.
- The district currently has no outstanding bonds and no I&S tax rate is projected in the study. The district could however pursue a bond election and issue bonded debt during the life of this agreement.

**TABLE II- Computation of Net Tax Savings:**

Fiscal Year	Projected M&O Tax Rate	Projected I&S Tax Rate	Taxes w/o Agreement	Tax Savings with Agreement	Tax Credits	Payment of District's Revenue Losses	Net Tax Savings
2014-2015	1.01	0.00	1,919,000	0	n/a	0	0
2015-2016	1.04	0.00	1,877,200	0	n/a	0	0
2016-2017	1.04	0.00	1,783,340	1,731,340	n/a	(204,181)	1,527,159
2017-2018	1.04	0.00	1,694,173	1,642,173	26,000	0	1,668,173
2018-2019	1.04	0.00	1,609,464	1,557,464	26,000	0	1,583,464
2019-2020	1.04	0.00	1,528,991	1,476,991	26,000	0	1,502,991
2020-2021	1.04	0.00	1,452,542	1,400,542	26,000	0	1,426,542
2021-2022	1.04	0.00	1,379,914	1,327,914	26,000	0	1,353,914
2022-2023	1.04	0.00	1,310,919	1,258,919	26,000	0	1,284,919
2023-2024	1.04	0.00	1,245,373	1,193,373	26,000	0	1,219,373
2024-2025	1.01	0.00	1,148,976	0	1,148,976	0	1,148,976
2025-2026	1.04	0.00	1,123,949	0	1,123,949	0	1,123,949
2026-2027	1.04	0.00	1,067,752	0	1,067,752	0	1,067,752
<b>Totals</b>			<b>19,141,593</b>	<b>11,588,716</b>	<b>3,522,677</b>	<b>(204,181)</b>	<b>14,907,211</b>

# Adrian ISD Financial Impact of Chapter 313 Agreement

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## Financial Impact Study

This Financial Impact Study was performed to determine the financial impact of the Limited Appraised Value Agreement on Adrian ISD. First, a thirteen year financial forecast was prepared to establish a baseline without the added values of the renewable energy electric generation company. Second, a thirteen year financial forecast was prepared that incorporated the additional taxable value of the company without a LAVA in effect. Third, a thirteen year financial forecast was prepared that incorporates the additional taxable value of the company with an approved LAVA. These three forecasts are detailed in the "Calculation of LAVA Impact on District's Finances" section. The following assumptions were used to compare the financial impact of the LAVA:

- The current state funding formulas (in effect for 2013-2014 fiscal year) were used for state aid and recapture calculation purposes
  - Level 2 of Tier II yield - \$61.86 per weighted student in average daily attendance (WADA) per penny of tax effort
- The district's tax rate for maintenance & operations (M&O) will remain at the same rate as for tax year 2012.
- A tax collection rate of 100% on current year tax levy with no projected delinquent taxes
- An annual taxable value increase of 2% was used to project the district's taxable value, except as it related to the requested LAVA. The district's 2012 taxable value was used as a baseline for all projections
- The district's enrollment is projected to decrease slightly; therefore, the projected ADA and WADA for school year 2012-2013 was decreased by .25% per year for the life of the agreement.

Although these assumptions were used to develop a baseline scenario for comparison purposes, many of these factors will not remain constant for the thirteen years of this proposed agreement. Also, Legislative changes to the school finance formulas are likely during the near future and almost certain during the life of this agreement.

# Adrian ISD Financial Impact of Chapter 313 Agreement

## Calculation of LAVA Impact on District's Finances

The tables displayed below (Table III, IV, V) show the different impacts on the school district's finances. These scenarios were computed to compare the District's revenue without the additional taxable value of Spinning Spur Three (Table III), the addition of Spinning Spur Three's taxable values without a Chapter 313 Agreement (Table IV), and the addition of Spinning Spur Three's taxable values with a Chapter 313 Agreement (Table V).

**TABLE III – District Revenues *without* Spinning Spur Wind Three, LLC:**

Fiscal Year	Total Taxable Value	M&O Taxes		Recapture Amount	Hold	M&O	Total District Revenue
		Compressed Rate	State Revenue		Harmless Revenue	Taxes > Comp Rate	
2014-2015	47,870,223	462,761	944,651	0	1,407,412	108,807	1,516,220
2015-2016	48,827,627	472,017	935,917	0	1,407,934	111,896	1,519,830
2016-2017	49,804,180	481,457	921,501	0	1,402,958	111,581	1,514,540
2017-2018	50,800,263	491,086	906,896	0	1,397,982	111,268	1,509,251
2018-2019	51,816,269	500,908	897,071	0	1,397,978	110,957	1,508,936
2019-2020	52,852,594	510,926	882,304	0	1,393,230	110,647	1,503,878
2020-2021	53,909,646	521,145	866,353	0	1,387,497	110,339	1,497,836
2021-2022	54,987,839	531,567	856,451	0	1,388,018	110,032	1,498,050
2022-2023	56,087,596	542,199	840,842	0	1,383,041	109,727	1,492,768
2023-2024	57,209,348	553,043	825,023	0	1,378,066	109,423	1,487,489
2024-2025	58,353,535	564,104	813,958	0	1,378,061	108,015	1,484,076
2025-2026	59,520,605	575,386	797,715	0	1,373,101	108,819	1,481,920
2026-2027	60,711,017	586,893	781,409	0	1,368,302	108,520	1,476,822

## Adrian ISD Financial Impact of Chapter 313 Agreement

**TABLE IV- District Revenues *with* Spinning Spur Three *without* Chapter 313 Agreement:**

Fiscal Year	Total Taxable Value	M&O Taxes		Recapture Amount	Hold Harmless Revenue	M&O Taxes > Comp Rate	Total District Revenue
		Compressed Rate	State Revenue				
2014-2015	237,870,223	2,299,491	908,137	0	3,207,628	356,437	3,564,066
2015-2016	229,327,627	2,216,910	53,532	988,286	1,282,156	165,299	1,447,456
2016-2017	221,279,180	2,139,106	50,516	911,514	1,278,108	159,518	1,437,626
2017-2018	213,701,513	2,065,853	47,943	839,307	1,274,489	154,074	1,428,563
2018-2019	206,572,456	1,996,936	49,987	771,450	1,275,474	148,953	1,424,427
2019-2020	199,870,972	1,932,153	46,270	707,736	1,270,687	144,139	1,414,826
2020-2021	193,577,105	1,871,310	42,741	647,971	1,266,080	139,618	1,405,698
2021-2022	187,671,925	1,814,224	47,011	591,970	1,269,265	135,376	1,404,641
2022-2023	182,137,477	1,760,723	44,729	539,560	1,265,892	131,400	1,397,292
2023-2024	176,956,735	1,710,641	42,116	490,576	1,262,182	127,679	1,389,860
2024-2025	172,113,553	1,663,822	44,508	444,517	1,263,812	120,633	1,384,445
2025-2026	167,592,622	1,620,118	41,915	402,266	1,259,766	120,952	1,380,719
2026-2027	163,379,433	1,579,389	28,715	362,654	1,245,450	117,926	1,363,376

**TABLE V – District Revenues *with* Spinning Spur Three *with* Chapter 313 Agreement:**

Fiscal Year	Total Taxable Value	M&O Taxes Comp Rate	State Revenue	Recapture Amount	Hold Harmless Revenue	M&O		Total District Revenue
						Taxes > Comp Rate	Payment for District Losses	
2014-2015	237,870,223	2,299,491	908,137	0	3,207,628	356,437	0	3,564,066
2015-2016	229,327,627	2,216,910	53,532	988,286	1,282,156	165,299	0	1,447,456
2016-2017	54,804,180	529,792	1,187,729	524,009	1,193,513	39,932	204,181	1,437,626
2017-2018	55,800,263	539,421	857,594	0	1,397,015	110,918	0	1,507,933
2018-2019	56,816,269	549,243	847,769	0	1,397,011	110,617	0	1,507,626
2019-2020	57,852,594	559,261	832,489	0	1,391,750	110,317	0	1,502,067
2020-2021	58,909,646	569,480	817,051	0	1,386,530	110,018	0	1,496,548
2021-2022	59,987,839	579,902	807,149	0	1,387,051	109,720	0	1,496,771
2022-2023	61,087,596	590,534	791,540	0	1,382,074	109,424	0	1,491,498
2023-2024	62,209,348	601,378	775,721	0	1,377,099	109,129	0	1,486,227
2024-2025	172,113,553	1,663,822	743,850	0	2,407,671	190,002	0	2,597,673
2025-2026	167,592,622	1,620,118	41,915	402,266	1,259,766	120,952	0	1,380,719
2026-2027	163,379,433	1,579,389	28,715	362,654	1,245,450	117,926	0	1,363,376

# Adrian ISD Financial Impact of Chapter 313 Agreement

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## Current School Finance Law

A major overhaul of the school finance formulas was implemented as a result of House Bill 1 of the 79<sup>th</sup> Legislative Session and became effective for the 2006-2007 school year. These formula changes have had an effect on the district's financial impact from granting a property value limitation. Due to the district's "Hold Harmless" provision that was enacted in the new funding formulas, it is presumed that the majority of the district's revenue losses in year three of the LAVA will be offset with additional state funding or a reduction of recapture payments made to the State. Prior to these recent formula changes, school districts felt a significant loss in revenues in year three because the state funding formulas considered the district more property wealthy based on their prior year taxable value. However, districts were only able to tax on the lower value that was a result of the LAVA. Districts are currently "held harmless" for the majority amount of loss in year three; however, it is possible that a future legislative session could eliminate this provision. If the "hold harmless" provision is eliminated, then the company would be required to offset the district's losses as computed in Article III of the Agreement.

## Adrian ISD Financial Impact of Chapter 313 Agreement

### Payments in Lieu of Taxes

Assuming that the District and Spinning Spur Wind Three, LLC mutually agree in the LAVA that \$100 per student in average daily attendance (ADA) will be paid to Adrian ISD by Spinning Spur Three, the projected amount of these payments over the life of the agreement is \$159,684 of the \$14.9 million net tax savings amount. This amount will be computed annually according to Section IV of the Agreement.

**TABLE VI - Calculation of the Payment in Lieu of Taxes:**

Fiscal Year	Net Tax Savings	Adrian ISD \$100/ADA	Spinning Spur Three's Share
2014-2015	0	12,469	(12,469)
2015-2016	0	12,438	(12,438)
2016-2017	1,527,159	12,406	1,514,752
2017-2018	1,668,173	12,375	1,655,798
2018-2019	1,583,464	12,345	1,571,120
2019-2020	1,502,991	12,314	1,490,677
2020-2021	1,426,542	12,283	1,414,259
2021-2022	1,353,914	12,252	1,341,662
2022-2023	1,284,919	12,222	1,272,697
2023-2024	1,219,373	12,191	1,207,182
2024-2025	1,148,976	12,161	1,136,816
2025-2026	1,123,949	12,130	1,111,819
2026-2027	1,067,752	12,100	1,055,652
<b>Totals</b>	<b>14,907,211</b>	<b>159,684</b>	<b>14,747,527</b>

# Adrian ISD Financial Impact of Chapter 313 Agreement

## Impact of Projected Student Growth On District Facilities

**TABLE VII – Campus Capacity and Available Growth**

Campus Name	Grade Level	# of Regular Classrooms	Building Capacity	Current Enrollment	Enrollment Growth Available
Elementary	Pre-k - 5	7	154	51	103
Secondary	6-12	9	180	83	97
	Total	16	334	134	200

The building capacities are based on 22 students per classroom for the elementary campuses, 20 students for the Jr. High and high school. Adrian ISD is a pre-kindergarten through 12<sup>th</sup> grade district.

Spinning Spur Wind Three, LLC provided supplemental information with their application that projected the number of full-time employees that are expected for permanent employment after construction of the project is completed. They projected that five full-time employees are expected. It is not known whether these would be new employees to the Adrian ISD, or if current residents would occupy these positions; however, it is assumed that these employees would be new residents to the district.

Based on average statewide figures provided by a demographer, it is projected that each new household would produce .5 students. Thus, the new five positions equates to 3 new students.

This minimal projected student growth can easily be accommodated with the current facilities of Adrian ISD as displayed in Table VII above.

# Adrian ISD Financial Impact of Chapter 313 Agreement

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## Conclusion

This Financial Impact Study displays that entering into a Limited Appraised Value Agreement with Spinning Spur Wind Three, LLC, would be beneficial to both Spinning Spur Three and Adrian ISD under the current school finance system.

Spinning Spur Wind Three, LLC would benefit from reduced property taxes during years three through ten of the LAVA. Although some of the tax savings would be used to offset district's revenue losses and payments in lieu of taxes to the District, Spinning Spur Three is projected to benefit from a 79% tax savings over the thirteen year period of this agreement. Spinning Spur Three also has the option of terminating the Agreement if the amount paid to the District during a tax year is greater than the amount of taxes that would have been paid without the agreement; therefore, there is no inherent risk for the company from entering into the Agreement.

Adrian ISD would also have no inherent risk under the current school finance system and with the provisions in the LAVA that require Spinning Spur Three to offset any district losses caused by the LAVA. An annual calculation will be performed each year to determine if a loss to the District has been incurred. The revenue impact to the District will be computed by comparing the District's revenues with and without the LAVA in effect.

# **Attachment 3**

# Oldham County

## Population

- Total county population in 2010 for Oldham County: 2,119 , up 0.4 percent from 2009. State population increased 1.8 percent in the same time period.
- Oldham County was the state's 235st largest county in population in 2010 and the 161st fastest growing county from 2009 to 2010.
- Oldham County's population in 2009 was 79.4 percent Anglo (above the state average of 46.7 percent), 3.6 percent African-American (below the state average of 11.3 percent) and 14.4 percent Hispanic (below the state average of 36.9 percent).
- 2009 population of the largest cities and places in Oldham County:

Vega:	896	Adrian:	154
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## Economy and Income

### *Employment*

- September 2011 total employment in Oldham County: 890 , up 1.3 percent from September 2010. State total employment increased 0.9 percent during the same period.  
*(October 2011 employment data will be available November 18, 2011).*
- September 2011 Oldham County unemployment rate: 6.0 percent, unchanged from 6.0 percent in September 2010. The statewide unemployment rate for September 2011 was 8.5 percent, up from 8.2 percent in September 2010.
- September 2011 unemployment rate in the city of:

*(Note: County and state unemployment rates are adjusted for seasonal fluctuations, but the Texas Workforce Commission city unemployment rates are not. Seasonally-adjusted unemployment rates are not comparable with unadjusted rates).*

### *Income*

- Oldham County's ranking in per capita personal income in 2009: 195th with an average per capita income of \$29,139, down 9.0 percent from 2008. Statewide average per capita personal income was \$38,609 in 2009, down 3.1 percent from 2008.

### *Industry*

- Agricultural cash values in Oldham County averaged \$70.46 million annually from 2007 to 2010. County total agricultural values in 2010 were up 14.5 percent from 2009. Major agriculture related commodities in Oldham County during 2010 included:
 

▪ Hay	▪ Sorghum	▪ Wheat	▪ Other Beef	▪ Fed Beef
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- 2011 oil and gas production in Oldham County: 107,560.0 barrels of oil and 97,087.0 Mcf of gas. In September 2011, there were 22 producing oil wells and 7 producing gas wells.

## Taxes

### *Sales Tax - Taxable Sales*

*(County and city taxable sales data for 1st quarter 2011 is currently targeted for release in mid-September 2011).*

#### *Quarterly (September 2010 through December 2010)*

- Taxable sales in Oldham County during the fourth quarter 2010: \$2.19 million, up 90.5 percent from the same quarter in 2009.
- Taxable sales during the fourth quarter 2010 in the city of:

Vega:	\$721,611.00, up 13.6 percent from the same quarter in 2009.
Adrian:	\$91,828.00, down 18.5 percent from the same quarter in 2009.

#### *Taxable Sales through the end of 4th quarter 2010 (January 2010 through December 30, 2010)*

- Taxable sales in Oldham County through the fourth quarter of 2010: \$6.17 million, up 26.9 percent from the same period in 2009.
- Taxable sales through the fourth quarter of 2010 in the city of:

Vega:	\$2.73 million, up 10.6 percent from the same period in 2009.
Adrian:	\$468,723.00, down 7.7 percent from the same period in 2009.

#### *Annual (2010)*

- Taxable sales in Oldham County during 2010: \$6.17 million, up 26.9 percent from 2009.
- Oldham County sent an estimated \$385,336.88 (or 0.00 percent of Texas' taxable sales) in state sales taxes to the state treasury in 2010.
- Taxable sales during 2010 in the city of:

Vega:	\$2.73 million, up 10.6 percent from 2009.
Adrian:	\$468,723.00, down 7.7 percent from 2009.

**Sales Tax – Local Sales Tax Allocations**

(The release date for sales tax allocations to cities for the sales activity month of September 2011 is currently scheduled for November 9, 2011.)

**Monthly**

- Statewide payments based on the sales activity month of August 2011: \$505.22 million, up 13.9 percent from August 2010.
- Payments to all cities in Oldham County based on the sales activity month of August 2011: \$4,791.50, down 12.7 percent from August 2010.
- Payment based on the sales activity month of August 2011 to the city of:
 

Vega:	\$4,258.76, up 5.5 percent from August 2010.
Adrian:	\$532.74, down 63.4 percent from August 2010.

**Fiscal Year**

- Statewide payments based on sales activity months from September 2010 through August 2011: \$6.08 billion, up 8.0 percent from the same period in 2010.
- Payments to all cities in Oldham County based on sales activity months from September 2010 through August 2011: \$61,896.45, up 12.4 percent from fiscal 2010.
- Payments based on sales activity months from September 2010 through August 2011 to the city of:
 

Vega:	\$54,346.25, up 17.5 percent from fiscal 2010.
Adrian:	\$7,550.20, down 14.0 percent from fiscal 2010.

**January 2011 through August 2011 (Sales Activity Year-To-Date)**

- Statewide payments based on sales activity months through August 2011: \$3.99 billion, up 8.3 percent from the same period in 2010.
- Payments to all cities in Oldham County based on sales activity months through August 2011: \$40,414.75, up 5.7 percent from the same period in 2010.
- Payments based on sales activity months through August 2011 to the city of:
 

Vega:	\$36,541.16, up 14.8 percent from the same period in 2010.
Adrian:	\$3,873.59, down 39.3 percent from the same period in 2010.

**12 months ending in August 2011**

- Statewide payments based on sales activity in the 12 months ending in August 2011: \$6.08 billion, up 8.0 percent from the previous 12-month period.
- Payments to all cities in Oldham County based on sales activity in the 12 months ending in August 2011: \$61,896.45, up 12.4 percent from the previous 12-month period.
- Payments based on sales activity in the 12 months ending in August 2011 to the city of:
 

Vega:	\$54,346.25, up 17.5 percent from the previous 12-month period.
Adrian:	\$7,550.20, down 14.0 percent from the previous 12-month period.

- **City Calendar Year-To-Date (RJ 2011)**

- Payment to the cities from January 2011 through October 2011:
 

Vega:	\$45,098.01, up 16.7 percent from the same period in 2010.
Adrian:	\$5,106.45, down 30.7 percent from the same period in 2010.

**Annual (2010)**

- Statewide payments based on sales activity months in 2010: \$5.77 billion, up 3.3 percent from 2009.
- Payments to all cities in Oldham County based on sales activity months in 2010: \$59,703.71, up 13.0 percent from 2009.
- Payment based on sales activity months in 2010 to the city of:
 

Vega:	\$49,647.33, up 12.6 percent from 2009.
Adrian:	\$10,056.38, up 15.0 percent from 2009.

**Property Tax**

- As of January 2009, property values in Oldham County: \$531.59 million, up 10.8 percent from January 2008 values. The property tax base per person in Oldham County is \$250,988, above the statewide average of \$85,809. About 9.7 percent of the property tax base is derived from oil, gas and minerals.

**State Expenditures**

- Oldham County's ranking in state expenditures by county in fiscal year 2010: 224th. State expenditures in the county for FY2010: \$10.59 million, down 0.5 percent from FY2009.
- In Oldham County, 5 state agencies provide a total of 23 jobs and \$196,945.00 in annualized wages (as of 1st quarter 2011).

■ Major state agencies in the county (as of first quarter 2011):

- Department of Transportation
- Department of Public Safety
- AgriLife Extension Service
- Department of Family and Protective Services

**Higher Education**

■ Community colleges in Oldham County fall 2010 enrollment:

- None.

■ Oldham County is in the service area of the following:

- Amarillo College with a fall 2010 enrollment of 11,540 . Counties in the service area include:

- Carson County
- Castro County
- Deaf Smith County
- Moore County
- Oldham County
- Parmer County
- Potter County
- Randall County
- Swisher County

■ Institutions of higher education in Oldham County fall 2010 enrollment:

- None.

**School Districts**

■ Oldham County had 4 school districts with 8 schools and 808 students in the 2009-10 school year.

(Statewide, the average teacher salary in school year 2009-10 was \$48,263. The percentage of students, statewide, meeting the 2010 TAKS passing standard for all 2009-10 TAKS tests was 77 percent.)

- Adrian ISD had 131 students in the 2009-10 school year. The average teacher salary was \$42,610. The percentage of students meeting the 2010 TAKS passing standard for all tests was 80 percent.
- Boys Ranch ISD had 289 students in the 2009-10 school year. The average teacher salary was \$47,687. The percentage of students meeting the 2010 TAKS passing standard for all tests was 54 percent.
- Vega ISD had 289 students in the 2009-10 school year. The average teacher salary was \$44,317. The percentage of students meeting the 2010 TAKS passing standard for all tests was 84 percent.
- Wildorado ISD had 99 students in the 2009-10 school year. The average teacher salary was \$39,737. The percentage of students meeting the 2010 TAKS passing standard for all tests was 87 percent.

**Summary of the District's Financial Impact  
of Chapter 313 Agreement  
with Spinning Spur Wind Three, LLC**

Prepared by

**Randy McDowell, RTSBA**

**&**

**Neal Brown**

**School Finance Consultants**

# Adrian ISD Financial Impact of Chapter 313 Agreement

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## **Summary of Adrian ISD Financial Impact of the Limited Appraised Value Application from Spinning Spur Wind Three, LLC**

### **Introduction**

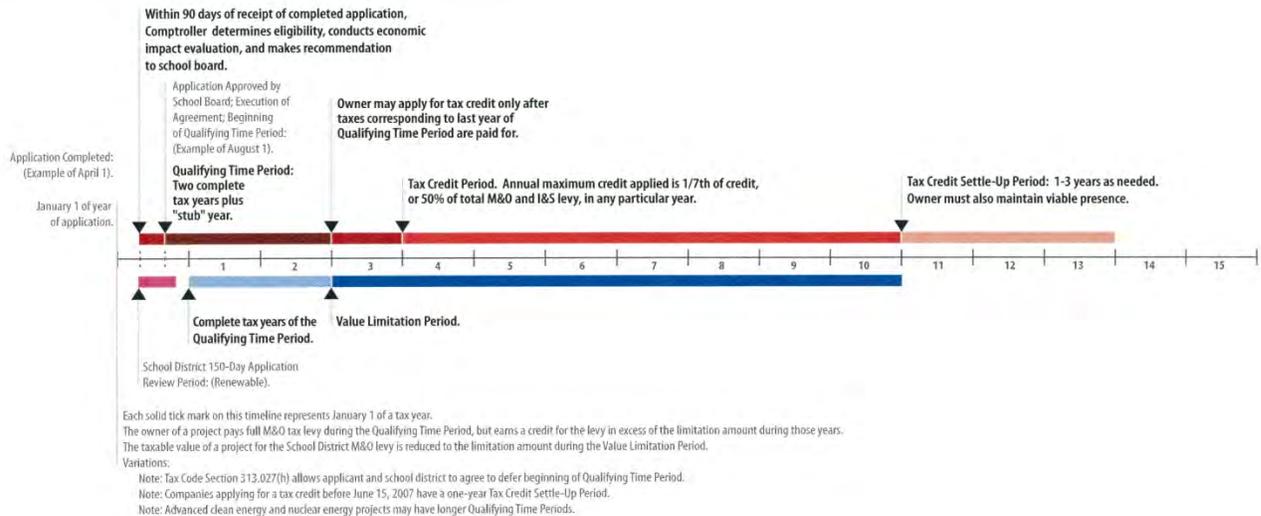
Spinning Spur Wind Three, LLC applied for a property value limitation from Adrian Independent School District under Chapter 313 of the Tax Code. The application was submitted on July 8, 2013 and subsequently approved for consideration by the Adrian ISD Board of Trustees. Spinning Spur Wind Three, LLC (“Spinning Spur Three”), is requesting the property value limitation as a “renewable energy electric generation” project as listed in Sec. 313.024.(b) of the Tax Code.

“The Economic Development Act”, Tax Code Chapter 313, was created by House Bill 1200 of the 77<sup>th</sup> Texas Legislature in 2001. Further amendments were made to Chapter 313 as a result of House Bill 1470 from the 80<sup>th</sup> Texas Legislative Session in 2007.

The Economic Development Act was created to attract qualifying businesses to Texas by allowing school districts the option of approving a property value limitation to these qualifying entities. The purpose of the property value limitation is to reduce the maintenance and operations taxes paid by the company, to a school district during the applicable years as displayed below.

# Adrian ISD Financial Impact of Chapter 313 Agreement

## Appraised Value Limitation and Credit under Tax Code Chapter 313 for School District Maintenance & Operations (M&O) Tax



The company must file an application with the school district to qualify for consideration of a Limited Appraised Value Agreement (“LAVA” or “Agreement”) to begin the following tax year or a later year if agreed upon by the District and the Company. The first two years of the agreement are considered the qualifying time period and the company’s school district taxes will be levied at one-hundred percent of the appraised value. The applicant may then file a separate application with the school district to request tax credits (for taxes paid during the qualifying time period) to be applied during years four through ten of the LAVA, but not to exceed 50% of their tax levy for those years. Any tax credit balance remaining after this period can then be applied during years eleven through thirteen of the agreement, but cannot exceed the actual amount of taxes paid to the school district during the Settle-Up Period. After year thirteen, any leftover credits will not be applied and will expire.

During years three through ten of the LAVA, the qualifying entity’s taxable value will be reduced to the minimum qualified investment for the applicable school district as determined by the State Comptroller’s Office. Adrian ISD is considered a Rural category 4 District as categorized with total taxable value of industrial property of at least \$100,000 but less than \$1 million, thus Adrian ISD has a minimum qualified investment amount of \$5 million. A qualifying entity’s taxable value would be

## Adrian ISD Financial Impact of Chapter 313 Agreement

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reduced to \$5 million during years three through ten of the agreement for the purposes of computing the tax levy for the maintenance and operations (M&O) tax of Adrian ISD. The entire appraised value will be used for computing the interest and sinking (I&S) tax levy.

### Taxable Value Impact from LAVA

The “Additional Value from Spinning Spur Three” represents the values that the company estimated as their taxable values in the application that was filed with the district. During years three through ten, the company’s taxable value will be limited to the \$5,000,000 minimum qualified investment of Adrian ISD.

**TABLE I- Calculation of Taxable Value:**

Tax Year	Additional Value From Spinning Spur Three	Minimum Qualified Investment	Abated Value	Taxable Value
Jan. 1, 2014	190,000,000	n/a	0	190,000,000
Jan. 1, 2015	180,500,000	n/a	0	180,500,000
Jan. 1, 2016	171,475,000	(5,000,000)	166,475,000	5,000,000
Jan. 1, 2017	162,901,250	(5,000,000)	157,901,250	5,000,000
Jan. 1, 2018	154,756,187	(5,000,000)	149,756,187	5,000,000
Jan. 1, 2019	147,018,378	(5,000,000)	142,018,378	5,000,000
Jan. 1, 2020	139,667,459	(5,000,000)	134,667,459	5,000,000
Jan. 1, 2021	132,684,086	(5,000,000)	127,684,086	5,000,000
Jan. 1, 2022	126,049,881	(5,000,000)	121,049,881	5,000,000
Jan. 1, 2023	119,747,387	(5,000,000)	114,747,387	5,000,000
Jan. 1, 2024	113,760,018	n/a	0	113,760,018
Jan. 1, 2025	108,072,017	n/a	0	108,072,017
Jan. 1, 2026	102,668,416	n/a	0	102,668,416

# Adrian ISD Financial Impact of Chapter 313 Agreement

## Spinning Spur Three's Tax Benefit from Agreement

The projected amount of the net tax savings for Spinning Spur Three is \$14.9 million over the life of the Agreement. This net savings is after all tax credits have been applied and after estimated payments have been made to the district to offset their revenue losses that were a direct result of entering into this Agreement. Tax credits during years four through ten are limited to the lesser of 1/7 of the total tax credit or 50% of the total taxes paid for that tax year. Any tax credits not refunded to the company during those years will be refunded up to 100% of the taxes paid in years eleven through thirteen.

Adrian ISD's projected tax rates for maintenance & operations (M&O) and interest & sinking (I&S) are based on the following assumptions:

- The District has not held a tax ratification election and the study projects that it will maintain an M&O tax rate of \$1.04 for the life of this agreement. The M&O rates for 2014-2015 & 2024-2025 are projected to drop to \$1.01 due to the rollback tax rate calculations.
- The district currently has no outstanding bonds and no I&S tax rate is projected in the study. The district could however pursue a bond election and issue bonded debt during the life of this agreement.

**TABLE II- Computation of Net Tax Savings:**

Fiscal Year	Projected M&O Tax Rate	Projected I&S Tax Rate	Taxes w/o Agreement	Tax Savings with Agreement	Tax Credits	Payment of District's Revenue Losses	Net Tax Savings
2014-2015	1.01	0.00	1,919,000	0	n/a	0	0
2015-2016	1.04	0.00	1,877,200	0	n/a	0	0
2016-2017	1.04	0.00	1,783,340	1,731,340	n/a	(204,181)	1,527,159
2017-2018	1.04	0.00	1,694,173	1,642,173	26,000	0	1,668,173
2018-2019	1.04	0.00	1,609,464	1,557,464	26,000	0	1,583,464
2019-2020	1.04	0.00	1,528,991	1,476,991	26,000	0	1,502,991
2020-2021	1.04	0.00	1,452,542	1,400,542	26,000	0	1,426,542
2021-2022	1.04	0.00	1,379,914	1,327,914	26,000	0	1,353,914
2022-2023	1.04	0.00	1,310,919	1,258,919	26,000	0	1,284,919
2023-2024	1.04	0.00	1,245,373	1,193,373	26,000	0	1,219,373
2024-2025	1.01	0.00	1,148,976	0	1,148,976	0	1,148,976
2025-2026	1.04	0.00	1,123,949	0	1,123,949	0	1,123,949
2026-2027	1.04	0.00	1,067,752	0	1,067,752	0	1,067,752
<b>Totals</b>			<b>19,141,593</b>	<b>11,588,716</b>	<b>3,522,677</b>	<b>(204,181)</b>	<b>14,907,211</b>

# Adrian ISD Financial Impact of Chapter 313 Agreement

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## Financial Impact Study

This Financial Impact Study was performed to determine the financial impact of the Limited Appraised Value Agreement on Adrian ISD. First, a thirteen year financial forecast was prepared to establish a baseline without the added values of the renewable energy electric generation company. Second, a thirteen year financial forecast was prepared that incorporated the additional taxable value of the company without a LAVA in effect. Third, a thirteen year financial forecast was prepared that incorporates the additional taxable value of the company with an approved LAVA. These three forecasts are detailed in the “Calculation of LAVA Impact on District’s Finances” section. The following assumptions were used to compare the financial impact of the LAVA:

- The current state funding formulas (in effect for 2013-2014 fiscal year) were used for state aid and recapture calculation purposes
  - Level 2 of Tier II yield - \$61.86 per weighted student in average daily attendance (WADA) per penny of tax effort
- The district’s tax rate for maintenance & operations (M&O) will remain at the same rate as for tax year 2012.
- A tax collection rate of 100% on current year tax levy with no projected delinquent taxes
- An annual taxable value increase of 2% was used to project the district’s taxable value, except as it related to the requested LAVA. The district’s 2012 taxable value was used as a baseline for all projections
- The district’s enrollment is projected to decrease slightly; therefore, the projected ADA and WADA for school year 2012-2013 was decreased by .25% per year for the life of the agreement.

Although these assumptions were used to develop a baseline scenario for comparison purposes, many of these factors will not remain constant for the thirteen years of this proposed agreement. Also, Legislative changes to the school finance formulas are likely during the near future and almost certain during the life of this agreement.

# Adrian ISD Financial Impact of Chapter 313 Agreement

## Calculation of LAVA Impact on District's Finances

The tables displayed below (Table III, IV, V) show the different impacts on the school district's finances. These scenarios were computed to compare the District's revenue without the additional taxable value of Spinning Spur Three (Table III), the addition of Spinning Spur Three's taxable values without a Chapter 313 Agreement (Table IV), and the addition of Spinning Spur Three's taxable values with a Chapter 313 Agreement (Table V).

**TABLE III – District Revenues *without* Spinning Spur Wind Three, LLC:**

Fiscal Year	Total Taxable Value	M&O Taxes		Recapture Amount	Hold	M&O	Total District Revenue
		Compressed Rate	State Revenue		Harmless Revenue	Taxes > Comp Rate	
2014-2015	47,870,223	462,761	944,651	0	1,407,412	108,807	1,516,220
2015-2016	48,827,627	472,017	935,917	0	1,407,934	111,896	1,519,830
2016-2017	49,804,180	481,457	921,501	0	1,402,958	111,581	1,514,540
2017-2018	50,800,263	491,086	906,896	0	1,397,982	111,268	1,509,251
2018-2019	51,816,269	500,908	897,071	0	1,397,978	110,957	1,508,936
2019-2020	52,852,594	510,926	882,304	0	1,393,230	110,647	1,503,878
2020-2021	53,909,646	521,145	866,353	0	1,387,497	110,339	1,497,836
2021-2022	54,987,839	531,567	856,451	0	1,388,018	110,032	1,498,050
2022-2023	56,087,596	542,199	840,842	0	1,383,041	109,727	1,492,768
2023-2024	57,209,348	553,043	825,023	0	1,378,066	109,423	1,487,489
2024-2025	58,353,535	564,104	813,958	0	1,378,061	106,015	1,484,076
2025-2026	59,520,605	575,386	797,715	0	1,373,101	108,819	1,481,920
2026-2027	60,711,017	586,893	781,409	0	1,368,302	108,520	1,476,822

## Adrian ISD Financial Impact of Chapter 313 Agreement

**TABLE IV- District Revenues *with* Spinning Spur Three *without* Chapter 313 Agreement:**

Fiscal Year	Total Taxable Value	M&O Taxes		Recapture Amount	Hold Harmless Revenue	M&O Taxes > Comp Rate	Total District Revenue
		Compressed Rate	State Revenue				
2014-2015	237,870,223	2,299,491	908,137	0	3,207,628	356,437	3,564,066
2015-2016	229,327,627	2,216,910	53,532	988,286	1,282,156	165,299	1,447,456
2016-2017	221,279,180	2,139,106	50,516	911,514	1,278,108	159,518	1,437,626
2017-2018	213,701,513	2,065,853	47,943	839,307	1,274,489	154,074	1,428,563
2018-2019	206,572,456	1,996,936	49,987	771,450	1,275,474	148,953	1,424,427
2019-2020	199,870,972	1,932,153	46,270	707,736	1,270,687	144,139	1,414,826
2020-2021	193,577,105	1,871,310	42,741	647,971	1,266,080	139,618	1,405,698
2021-2022	187,671,925	1,814,224	47,011	591,970	1,269,265	135,376	1,404,641
2022-2023	182,137,477	1,760,723	44,729	539,560	1,265,892	131,400	1,397,292
2023-2024	176,956,735	1,710,641	42,116	490,576	1,262,182	127,679	1,389,860
2024-2025	172,113,553	1,663,822	44,508	444,517	1,263,812	120,633	1,384,445
2025-2026	167,592,622	1,620,118	41,915	402,266	1,259,766	120,952	1,380,719
2026-2027	163,379,433	1,579,389	28,715	362,654	1,245,450	117,926	1,363,376

**TABLE V – District Revenues *with* Spinning Spur Three *with* Chapter 313 Agreement:**

Fiscal Year	Total Taxable Value	M&O Taxes Comp Rate	State Revenue	Recapture Amount	Hold Harmless Revenue	M&O Taxes > Comp Rate	Payment for District Losses	Total District Revenue
2015-2016	229,327,627	2,216,910	53,532	988,286	1,282,156	165,299	0	1,447,456
2016-2017	54,804,180	529,792	1,187,729	524,009	1,193,513	39,932	204,181	1,437,626
2017-2018	55,800,263	539,421	857,594	0	1,397,015	110,918	0	1,507,933
2018-2019	56,816,269	549,243	847,769	0	1,397,011	110,617	0	1,507,628
2019-2020	57,852,594	559,261	832,489	0	1,391,750	110,317	0	1,502,067
2020-2021	58,909,646	569,480	817,051	0	1,386,530	110,018	0	1,496,548
2021-2022	59,987,839	579,902	807,149	0	1,387,051	109,720	0	1,496,771
2022-2023	61,087,596	590,534	791,540	0	1,382,074	109,424	0	1,491,498
2023-2024	62,209,348	601,378	775,721	0	1,377,099	109,129	0	1,486,227
2024-2025	172,113,553	1,663,822	743,850	0	2,407,671	190,002	0	2,597,673
2025-2026	167,592,622	1,620,118	41,915	402,266	1,259,766	120,952	0	1,380,719
2026-2027	163,379,433	1,579,389	28,715	362,654	1,245,450	117,926	0	1,363,376

# Adrian ISD Financial Impact of Chapter 313 Agreement

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## Current School Finance Law

A major overhaul of the school finance formulas was implemented as a result of House Bill 1 of the 79<sup>th</sup> Legislative Session and became effective for the 2006-2007 school year. These formula changes have had an effect on the district's financial impact from granting a property value limitation. Due to the district's "Hold Harmless" provision that was enacted in the new funding formulas, it is presumed that the majority of the district's revenue losses in year three of the LAVA will be offset with additional state funding or a reduction of recapture payments made to the State. Prior to these recent formula changes, school districts felt a significant loss in revenues in year three because the state funding formulas considered the district more property wealthy based on their prior year taxable value. However, districts were only able to tax on the lower value that was a result of the LAVA. Districts are currently "held harmless" for the majority amount of loss in year three; however, it is possible that a future legislative session could eliminate this provision. If the "hold harmless" provision is eliminated, then the company would be required to offset the district's losses as computed in Article III of the Agreement.

# Adrian ISD Financial Impact of Chapter 313 Agreement

## Payments in Lieu of Taxes

Assuming that the District and Spinning Spur Wind Three, LLC mutually agree in the LAVA that \$100 per student in average daily attendance (ADA) will be paid to Adrian ISD by Spinning Spur Three, the projected amount of these payments over the life of the agreement is \$159,684 of the \$14.9 million net tax savings amount. This amount will be computed annually according to Section IV of the Agreement.

**TABLE VI - Calculation of the Payment in Lieu of Taxes:**

Fiscal Year	Net Tax Savings	Adrian ISD \$100/ADA	Spinning Spur Three's Share
<b>2014-2015</b>	0	12,469	(12,469)
<b>2015-2016</b>	0	12,438	(12,438)
<b>2016-2017</b>	1,527,159	12,406	1,514,752
<b>2017-2018</b>	1,668,173	12,375	1,655,798
<b>2018-2019</b>	1,583,464	12,345	1,571,120
<b>2019-2020</b>	1,502,991	12,314	1,490,677
<b>2020-2021</b>	1,426,542	12,283	1,414,259
<b>2021-2022</b>	1,353,914	12,252	1,341,662
<b>2022-2023</b>	1,284,919	12,222	1,272,697
<b>2023-2024</b>	1,219,373	12,191	1,207,182
<b>2024-2025</b>	1,148,976	12,161	1,136,816
<b>2025-2026</b>	1,123,949	12,130	1,111,819
<b>2026-2027</b>	1,067,752	12,100	1,055,652
<b>Totals</b>	<b>14,907,211</b>	<b>159,684</b>	<b>14,747,527</b>

# Adrian ISD Financial Impact of Chapter 313 Agreement

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## Impact of Projected Student Growth On District Facilities

**TABLE VII – Campus Capacity and Available Growth**

Campus Name	Grade Level	# of Regular Classrooms	Building Capacity	Current Enrollment	Enrollment Growth Available
Elementary	Pre-k - 5	7	154	51	103
Secondary	6-12	9	180	83	97
Total		16	334	134	200

The building capacities are based on 22 students per classroom for the elementary campuses, 20 students for the Jr. High and high school. Adrian ISD is a pre-kindergarten through 12<sup>th</sup> grade district.

Spinning Spur Wind Three, LLC provided supplemental information with their application that projected the number of full-time employees that are expected for permanent employment after construction of the project is completed. They projected that five full-time employees are expected. It is not known whether these would be new employees to the Adrian ISD, or if current residents would occupy these positions; however, it is assumed that these employees would be new residents to the district.

Based on average statewide figures provided by a demographer, it is projected that each new household would produce .5 students. Thus, the new five positions equates to 3 new students.

This minimal projected student growth can easily be accommodated with the current facilities of Adrian ISD as displayed in Table VII above.

# Adrian ISD Financial Impact of Chapter 313 Agreement

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## Conclusion

This Financial Impact Study displays that entering into a Limited Appraised Value Agreement with Spinning Spur Wind Three, LLC, would be beneficial to both Spinning Spur Three and Adrian ISD under the current school finance system.

Spinning Spur Wind Three, LLC would benefit from reduced property taxes during years three through ten of the LAVA. Although some of the tax savings would be used to offset district's revenue losses and payments in lieu of taxes to the District, Spinning Spur Three is projected to benefit from a 79% tax savings over the thirteen year period of this agreement. Spinning Spur Three also has the option of terminating the Agreement if the amount paid to the District during a tax year is greater than the amount of taxes that would have been paid without the agreement; therefore, there is no inherent risk for the company from entering into the Agreement.

Adrian ISD would also have no inherent risk under the current school finance system and with the provisions in the LAVA that require Spinning Spur Three to offset any district losses caused by the LAVA. An annual calculation will be performed each year to determine if a loss to the District has been incurred. The revenue impact to the District will be computed by comparing the District's revenues with and without the LAVA in effect.



# Window on State Government

Susan Combs Texas Comptroller of Public Accounts

## 2012 ISD Summary Worksheet

**059/Deaf Smith**

**180-903/Adrian ISD**

Category	Local Tax Roll Value	2012 WTD Mean Ratio	2012 PTAD Value Estimate	2012 Value Assigned
A. Single-Family Residences	1,322,300	N/A	1,322,300	1,322,300
B. Multi-Family Residences	0	N/A	0	0
C. Vacant Lots	4,300	N/A	4,300	4,300
D. Rural Real(Taxable)	20,697,705	N/A	20,697,705	20,697,705
F1. Commercial Real	1,500	N/A	1,500	1,500
F2. Industrial Real	50,600	N/A	50,600	50,600
G. Oil, Gas, Minerals	0	N/A	0	0
J. Utilities	812,200	N/A	812,200	812,200
L1. Commercial Personal	0	N/A	0	0
L2. Industrial Personal	0	N/A	0	0
M. Other Personal	0	N/A	0	0
N. Intangible Pers/Uncert	0	N/A	0	0
O. Residential Inventory	0	N/A	0	0
S. Special Inventory	0	N/A	0	0
Subtotal	22,888,605		22,888,605	22,888,605

Category	Local Tax Roll Value	2012 WTD Mean Ratio	2012 PTAD Value Estimate	2012 Value Assigned
Less Total Deductions	879,210		879,210	879,210
Total Taxable Value	22,009,395		22,009,395	22,009,395 T2

Category D Detail	Local Tax Roll	Ratio	PTAD Value
Market Value Non-Qualified Acres And Farm/Ranch Imp	3,098,703	N/A	3,098,703
Prod Value Qualified Acres	17,599,002	N/A	17,599,002
Taxable Value	20,697,705		20,697,705

The taxable values shown here will not match the values reported by your appraisal district

See the ISD DEDUCTION Report for a breakdown of deduction values

Government code subsections 403.302 (J) AND (K) require the Comptroller to certify alternative measures of school district wealth. These measures are reported for taxable values for maintenance and operation (M&O) tax purposes and for interest and sinking fund (I&S) tax purposes. For districts that have not entered into value limitation agreements, T1 through T6 will be the same as T7 through T12.

### Value Taxable For M&O Purposes

T1	T2	T3	T4	T5	T6
22,179,395	22,009,395	22,179,395	22,009,395	22,119,010	22,119,010

Loss To the Additional \$10,000 Homestead Exemption	50% of the loss to the Local Optional Percentage Homestead Exemption
170,000	0

T1 = School district taxable value for M&O purposes before the loss to the additional \$10,000 homestead exemption

T2 = School district taxable value for M&O purposes after the loss to the additional \$10,000 homestead exemption and the tax ceiling reduction

T3 = T1 minus 50% of the loss to the local optional percentage homestead exemption

T4 = T2 minus 50% of the loss to the local optional percentage homestead exemption

T5 = T2 before the loss to the tax ceiling reduction

T6 = T5 minus 50% of the loss to the local optional percentage homestead exemption

### Value Taxable For I&S Purposes

T7	T8	T9	T10	T11	T12
22,179,395	22,009,395	22,179,395	22,009,395	22,119,010	22,119,010

T7 = School district taxable value for I&S purposes before the loss to the additional \$10,000 homestead exemption

T8 = School district taxable value for I&S purposes after the loss to the additional \$10,000 homestead exemption and the tax ceiling reduction

T9 = T7 minus 50% of the loss to the local optional percentage homestead exemption

T10 = T8 minus 50% of the loss to the local optional percentage homestead exemption

T11 = T8 before the loss to the tax ceiling reduction

T12 = T11 minus 50% of the loss to the local optional percentage homestead exemption

The PVS found your local value to be valid, and local value was certified

## 180/Oldham

### 180-903/Adrian ISD

Category	Local Tax Roll Value	2012 WTD Mean Ratio	2012 PTAD Value Estimate	2012 Value Assigned
A. Single-Family Residences	3,708,800	.9816	3,778,321	3,778,321
B. Multi-Family Residences	0	N/A	0	0
C. Vacant Lots	95,840	N/A	95,840	95,840
D. Rural Real(Taxable)	15,859,970	.8941	17,739,009	17,739,009
F1. Commercial Real	480,660	N/A	480,660	480,660

Category	Local Tax Roll Value	2012 WTD Mean Ratio	2012 PTAD Value Estimate	2012 Value Assigned
F2. Industrial Real	309,490	N/A	309,490	309,490
G. Oil, Gas, Minerals	0	N/A	0	0
J. Utilities	2,866,300	N/A	2,866,300	2,866,300
L1. Commercial Personal	626,393	N/A	626,393	626,393
L2. Industrial Personal	19,190	N/A	19,190	19,190
M. Other Personal	70,110	N/A	70,110	70,110
N. Intangible Pers/Uncert	0	N/A	0	0
O. Residential Inventory	0	N/A	0	0
S. Special Inventory	0	N/A	0	0
Subtotal	24,036,753		25,985,313	25,985,313
Less Total Deductions	2,199,842		2,247,397	2,247,397
Total Taxable Value	21,836,911		23,737,916	23,737,916 T2

Category D Detail	Local Tax Roll	Ratio	PTAD Value
Market Value Non-Qualified Acres And Farm/Ranch Imp	3,331,680	1.0069	3,308,849
Prod Value Qualified Acres	12,528,290	.8682	14,430,160
Taxable Value	15,859,970		17,739,009

The taxable values shown here will not match the values reported by your appraisal district

See the ISD DEDUCTION Report for a breakdown of deduction values

Government code subsections 403.302 (J) AND (K) require the Comptroller to certify alternative measures of school district wealth. These measures are reported for taxable values for maintenance and operation (M&O) tax purposes and for interest and sinking fund (I&S) tax purposes. For districts that have not entered into value limitation agreements, T1 through T6 will be the same as T7 through T12.

### Value Taxable For M&O Purposes

<b>T1</b>	<b>T2</b>	<b>T3</b>	<b>T4</b>	<b>T5</b>	<b>T6</b>
24,302,702	23,737,916	24,302,702	23,737,916	23,950,608	23,950,608

<b>Loss To the Additional \$10,000 Homestead Exemption</b>	<b>50% of the loss to the Local Optional Percentage Homestead Exemption</b>
564,786	0

T1 = School district taxable value for M&O purposes before the loss to the additional \$10,000 homestead exemption

T2 = School district taxable value for M&O purposes after the loss to the additional \$10,000 homestead exemption and the tax ceiling reduction

T3 = T1 minus 50% of the loss to the local optional percentage homestead exemption

T4 = T2 minus 50% of the loss to the local optional percentage homestead exemption

T5 = T2 before the loss to the tax ceiling reduction

T6 = T5 minus 50% of the loss to the local optional percentage homestead exemption

### **Value Taxable For I&S Purposes**

<b>T7</b>	<b>T8</b>	<b>T9</b>	<b>T10</b>	<b>T11</b>	<b>T12</b>
24,302,702	23,737,916	24,302,702	23,737,916	23,950,608	23,950,608

T7 = School district taxable value for I&S purposes before the loss to the additional \$10,000 homestead exemption

T8 = School district taxable value for I&S purposes after the loss to the additional \$10,000 homestead exemption and the tax ceiling reduction

T9 = T7 minus 50% of the loss to the local optional percentage homestead exemption

T10 = T8 minus 50% of the loss to the local optional percentage homestead exemption

T11 = T8 before the loss to the tax ceiling reduction

T12 = T11 minus 50% of the loss to the local optional percentage homestead exemption

The PVS found your taxable value to be invalid, and state value was certified because your local value:

- 1) was invalid in one or more of the previous two years or
- 2) is less than 90% of the lower end of the margin of error range or
- 3) The appraisal district that appraises property for the school district was not in compliance with the scoring requirement of the Comptroller's most recent review of the appraisal district conducted under section 5.102, Tax Code (MAP Review)

## 180-903/Adrian ISD

Category	Local Tax Roll Value	2012 WTD Mean Ratio	2012 PTAD Value Estimate	2012 Value Assigned
A. Single-Family Residences	5,031,100	.9864	5,100,621	5,100,621
B. Multi-Family Residences	0	N/A	0	0
C. Vacant Lots	100,140	N/A	100,140	100,140
D. Rural Real(Taxable)	36,557,675	.9511	38,436,714	38,436,714
F1. Commercial Real	482,160	N/A	482,160	482,160
F2. Industrial Real	360,090	N/A	360,090	360,090
G. Oil, Gas, Minerals	0	N/A	0	0
J. Utilities	3,678,500	N/A	3,678,500	3,678,500
L1. Commercial Personal	626,393	N/A	626,393	626,393
L2. Industrial Personal	19,190	N/A	19,190	19,190
M. Other Personal	70,110	N/A	70,110	70,110
N. Intangible Pers/Uncert	0	N/A	0	0
O. Residential Inventory	0	N/A	0	0
S. Special Inventory	0	N/A	0	0
Subtotal	46,925,358		48,873,918	48,873,918

<b>Category</b>	<b>Local Tax Roll Value</b>	<b>2012 WTD Mean Ratio</b>	<b>2012 PTAD Value Estimate</b>	<b>2012 Value Assigned</b>
Less Total Deductions	3,079,052		3,126,607	3,126,607
Total Taxable Value	43,846,306		45,747,311	45,747,311 T2

<b>Category D Detail</b>	<b>Local Tax Roll</b>	<b>Ratio</b>	<b>PTAD Value</b>
Market Value Non-Qualified Acres And Farm/Ranch Imp	6,430,383	1.0036	6,407,552
Prod Value Qualified Acres	30,127,292	.9406	32,029,162
Taxable Value	36,557,675		38,436,714

The taxable values shown here will not match the values reported by your appraisal district

See the ISD DEDUCTION Report for a breakdown of deduction values

**LIMITATION ON APPRAISED  
VALUE AGREEMENT**

**ADRIAN INDEPENDENT SCHOOL DISTRICT**

and

**SPINNING SPUR WIND THREE, LLC**

**Comptroller Application Number 313**

November 19, 2013

THIS LIMITATION ON APPRAISED VALUE AGREEMENT, (“Agreement”) is executed and delivered by and between Adrian Independent School District (the ”District”), with its central administrative office located in Oldham County, Texas (“County”), a lawfully created independent school district of the State of Texas operating under and subject to the Texas Education Code (“TEC”), and Spinning Spur Wind Three LLC, a Texas limited liability company, (“Applicant”) and relates to a limitation of the Appraised Value of property for the District’s maintenance and operation taxes pursuant to Chapter 313 of the Texas Tax Code (the “Code”). The District and Applicant are collectively referred to herein as the “Parties” and each individually as a “Party.”

## RECITALS

WHEREAS, the Superintendent of Schools of the District, acting as agent for the District’s Board of Trustees (“Board of Trustees”), timely received from Applicant an Application for an Appraised Value Limitation on Qualified Property pursuant to 34 Texas Administrative Code §9.1053 (“Application”), which was accepted for consideration by the Board on July 8, 2013, and deemed complete on or about July 11, 2013 (the “Completed Application Date”); and,

WHEREAS, the District received the application fee as required by §313.025(a)(1) of the Code and the District Policy CCG (LOCAL) on or about the Completed Application Date thus establishing the effective filing date of such Application as of July 11, 2013; and,

WHEREAS, the District timely delivered the requisite number of copies of the Application to the Texas Comptroller of Public Accounts (“Comptroller”) on or about July 11, 2013, for its review pursuant to §313.025(a-1) and (b) of the Code and the Comptroller deemed the Application complete, and thereafter began its analysis of the Application on September 16, 2013 (the “Application Review Start Date”); and,

WHEREAS, the Comptroller conducted an economic impact evaluation of the Application pursuant to §313.025(b) of the Code; and,

WHEREAS, pursuant to §313.025(b-1) of the Code, the Comptroller delivered to the Texas Education Agency (“TEA”) a copy of the Application and the TEA then timely submitted a written report addressing the effects of the Application on the number or size of the District’s instructional facilities to the Comptroller; and,

WHEREAS, pursuant to §313.025(d) of the Code, the Board of Trustees timely received the October 10, 2013 recommendation of the Comptroller and a report indicating that the Application was in compliance with the provisions of the Texas Economic Development Act, Code §§313.001, *et seq.*, and that the Application be approved (the “Recommendation”); and,

WHEREAS, on November 8, 2013, the District received written notice of the Comptroller’s review and approval of the form of this Agreement, pursuant to 34 TAC § 9.1055 (e)(2)(A); and,

WHEREAS, the Board of Trustees at its Board meeting on November 19, 2013, conducted a public hearing on the Application, at which time it solicited input from all interested parties, carefully considered the school finance information, the Recommendation, and information provided by the Comptroller, including the economic impact evaluation; and,

WHEREAS, pursuant to §313.025(f-1) of the Code, the Board of Trustees at its Board meeting held on November 19, 2013 waived the Qualifying Job creation requirements set forth in Section 313.051(b) of the Code based on a factual finding that if the number of jobs required by law was applied in this project, given its size and scope as described in the Application and Schedule 2.3, the number of jobs will exceed the industry standard of the number of employees reasonably necessary for the operation of the project; and,

WHEREAS, pursuant to §313.025(e) of the Code, the Board of Trustees at its Board meeting held on November 19, 2013 made written factual findings as required by §313.025(f) and based on the criteria set out in §313.026 of the Code and has delivered a copy of such findings to the Applicant; and,

WHEREAS, pursuant to §313.025(f) of the Code, the Board of Trustees at its Board meeting held on November 19, 2013 further found that: (a) the information in the Application is true and correct; (b) the Board agrees with the Comptroller's Recommendation; (c) this Agreement is in the best interest of the State of Texas and the District; (d) the Applicant is eligible for the limitation on Appraised Value of the Qualified Property; and (e) the relevant job creation requirement set forth in Chapter 313 of the Code should be waived; and,

WHEREAS, the Board of Trustees, at its Board meeting on November 19, 2013, approved the form of this Agreement for a Limitation on Appraised Value of Property and authorizes the execution and delivery of such Agreement by the President of the District's Board of Trustees to the Applicant.

NOW, THEREFORE, for and in consideration of the promises, including the foregoing recitals, and the mutual covenants and agreements herein contained, the Parties hereby agree as follows:

## **ARTICLE 1 - AUTHORITY, TERM AND DEFINITIONS**

### **Section 1.1 DISTRICT AUTHORITY**

This Agreement is executed by the District as its written agreement with the Applicant pursuant to the provisions and authority granted to the District under §313.051 of the Code.

### **Section 1.2 TERM**

1.2.1 This Agreement shall commence and first become effective on November 19, 2013, the date this Agreement was approved by the District's Board of Trustees and executed by the District's Board President, for the ad valorem property valuations assessed against the Qualified Property and investments made pursuant to this Agreement (the "Commencement

Date”). The limitation on the local ad valorem property values shall terminate on December 31 of the tenth (10<sup>th</sup>) full calendar year of this Agreement, as set out in Schedule 1.2 attached hereto<sup>1</sup>, unless sooner terminated as herein provided. The early termination of this Agreement shall not release any obligation, right, or remedy arising from any failure to comply with any term of this Agreement prior to such termination. Each Party shall have the right to enforce the payment of any amount owed before the termination of this Agreement.

1.2.2 The Parties acknowledge that the limitation on the local ad valorem property values shall not commence until January 1 following the end of the second full year that begins after the Commencement Date or such later date as reflected herein. The period that begins on the Commencement Date and ends on December 31 of the second full year that begins after the Commencement Date shall be referred to herein as the “Qualifying Time Period” as that term is defined in §313.021(4) of the Code.

1.2.3 For three (3) years after December 31 of the tenth (10<sup>th</sup>) year of this Agreement, Applicant shall (a) Maintain a Viable Presence in the District, as that term is defined herein; and (b) make any payments in lieu of taxation as provided in Article 4. Unless sooner terminated, this Agreement shall end on December 31 of the thirteenth (13<sup>th</sup>) year of this Agreement. Nothing contained in this Agreement shall extend the tax limitation beyond ten (10) full calendar years from the Commencement Date.

1.2.4 The years for which this Agreement is effective, unless sooner terminated, are set forth in Schedule 1.2 of this Agreement, which is incorporated herein by reference.

### **Section 1.3 DEFINITIONS**

Capitalized terms used herein and not specifically defined shall have the definitions as set forth in Schedule 1.3 of this Agreement, which is incorporated herein by reference.

## **ARTICLE 2 - PROPERTY AND USE DESCRIPTIONS**

### **Section 2.1 REINVESTMENT ZONE OR ENTERPRISE ZONE**

The property upon which the Qualified Investment will be located will be entirely within a Reinvestment Zone, so designated under Chapter 311 or 312 of the Code, or an Enterprise Zone under Chapter 2303 of the Texas Government Code. The description of the Reinvestment Zone or Enterprise Zone and maps showing the location thereof are attached to this Agreement as Schedule 2.1, which is incorporated herein by reference.

### **Section 2.2 QUALIFIED PROPERTY**

Applicant’s Qualified Property is described in Schedule 2.3, which is incorporated herein by reference. The Parties expressly agree that the location of the Qualified Property shall be within the Reinvestment Zone as set out in Schedule 2.1, and such location may not be materially

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<sup>1</sup> All references to Agreement years shall be as shown on Schedule 1.2.

changed from its current configuration without the express written authorization of the Parties; provided that, the Parties acknowledge Applicant may determine it is necessary to re-configure and change certain aspects as construction progresses and District agrees not to unreasonably withhold consent to such changes that do not change in a substantial way the overall concept of the Qualified Investment taken as a whole, as set out in the Application.

### **Section 2.3 QUALIFIED INVESTMENT**

2.3.1 Applicant's Qualified Investment is described in Schedule 2.3, which is incorporated herein by reference. Property not specifically referenced in Schedule 2.3 and not otherwise meeting the requirements of Chapter 313 and this Agreement shall not be considered to be a Qualified Investment for purposes of this Agreement and will not be subject to this Agreement.

2.3.2 Schedule 2.3 may be amended by adding or removing Qualified Property as allowed by law, which at the time of execution of this Agreement includes: (a) the provisions of Comptroller's Rule 9.1055; and (b) approval by the District's Board of Trustees pursuant to §313.027(e) of the Code, which approval shall not be unreasonably withheld by the District.

2.3.3 Property owned by Applicant which is not described in Schedule 2.3 may not be considered to be Qualified Property unless the Applicant (a) submits to the District and the Comptroller a written request to add property to the limitation agreement, which request shall include a specific description of the additional property to which the Applicant requests that the limitation apply; (b) notifies the District and the Comptroller of any other changes to the information that was provided in the Application approved by the District; and (c) provides any additional information reasonably requested by the District or the Comptroller for the purpose of re-evaluating the new or changed conditions.

2.3.4 In the event that Applicant fails to make a Qualified Investment of at least Five Million Dollars (\$5,000,000.00) during the Qualifying Time Period, this Agreement shall become null and void on January 1, 2016.

### **Section 2.4 EXISTING IMPROVEMENTS AND PERSONAL PROPERTY**

Certain improvements and personal property may have existed in the Reinvestment Zone or Enterprise Zone prior to the Application Date. The Parties understand and agree that the Taxable Value of real estate improvements and/or business personal property which existed prior to the Completed Application Date may not be considered Qualified Property under Chapter 313 of the Code or this Agreement. Further, the Parties understand and agree that the Taxable Value of real estate improvements and/or business personal property which existed prior to the approval of this Agreement by the Parties may not be considered part of the required Qualified Investment under Chapter 313 of the Code or this Agreement.

## **Section 2.5 INVENTORY OF QUALIFIED PROPERTY**

2.5.1 Upon any material change to the Qualified Property, or upon the reasonable request of the District, the Comptroller, or the Appraisal District, Applicant shall provide to the District, the Comptroller, and the Appraisal District all information and data necessary to assess the value and identity of all Qualified Property including, but not limited to, a specific and detailed description of the tangible personal property, buildings, or permanent, nonremovable building components on the Qualified Property to which the value limitation applies. Such description shall include maps or surveys detailed enough to locate all such property within the boundaries of the real property subject to this Agreement.

2.5.2 At the end of the Qualifying Time Period, Applicant shall provide to the District, the Comptroller, and the Appraisal District all information and data necessary to assess the value and identity of all Qualified Property including, but not limited to, a specific and detailed description of the tangible personal property, buildings, or permanent, nonremovable building components (including any affixed to or incorporated into real property) on the Qualified Property to which the value limitation applies, including maps or surveys of sufficient detail and description to locate all such described property within the boundaries of the real property subject to this Agreement.

## **Section 2.6 QUALIFYING USE**

Applicant's property which is the subject of a limitation on the local ad valorem property values under this Agreement is eligible for a tax limitation as a renewable energy electric generation facility under §313.024(b)(5) of the Code.

## **Section 2.7 APPRAISAL LIMITATION**

Upon Applicant's Qualified Investment in the amount of \$5,000,000.00 or more during the Qualifying Time Period, and unless this Agreement is terminated as herein provided, the Appraised Value of the Applicant's Qualified Property for the District's maintenance and operations ad valorem tax purposes shall not exceed the lesser of the Market Value of the Qualified Property or \$5,000,000.00 for the third (3<sup>rd</sup>) through the tenth (10<sup>th</sup>) full calendar years of the tax limitation under this Agreement, as provided in Chapter 313 of the Code.

## **ARTICLE 3 – PROTECTION OF DISTRICT REVENUES**

### **Section 3.1 INTENT OF THE PARTIES**

The Parties understand and agree that in accordance with Section 313.027(f)(1) of the Code, the Applicant shall compensate the District for any loss in District Funding Revenue incurred because of District's participation in this Agreement. Such reimbursement shall be in addition to the receipt of payments in lieu of taxation or payment of Extraordinary Education-Related Expenses reasonably incurred by the District, subject to any limitation as may be set forth in Article 4 and Article 5 of this Agreement. EXCEPT AS SPECIFICALLY LIMITED IN

THIS AGREEMENT, APPLICANT UNDERSTANDS AND AGREES THAT IT SHALL BEAR ANY NEGATIVE FINANCIAL CONSEQUENCE SUFFERED BY THE DISTRICT AS A RESULT OF THE DISTRICT ENTERING INTO THIS AGREEMENT. THE PURPOSE OF THIS SECTION 3.1 IS TO ENSURE THAT, EXCEPT AS SPECIFICALLY LIMITED IN THIS AGREEMENT, THE RISK OF ANY NEGATIVE FINANCIAL CONSEQUENCE TO THE DISTRICT ARISING UNDER THIS AGREEMENT IS BORNE BY THE APPLICANT AND NOT BY THE DISTRICT.

### **Section 3.2 CALCULATING LOSS OF DISTRICT REVENUES**

Any compensation paid by the Applicant to the District for loss of District Funding Revenues shall be determined in accordance with then-current School Finance Law. Any calculation to make the District whole after a loss under this Article 3 shall be made in accordance with Schedule 3.2 of this Agreement, which is incorporated herein by reference, and subject to the provisions of Article 5 herein.

### **Section 3.3 COMPENSATION FOR LOSS OF OTHER REVENUES**

To the extent not included in the amounts calculated pursuant to Schedule 3.2, Applicant, on an annual basis, shall also pay to the District all non-reimbursed costs incurred in paying or otherwise crediting amounts for the benefit of Applicant, including, but not limited to (a) any Maintenance and Operations Revenue or Tax Credit to which the Applicant may be entitled pursuant to Chapter 313 of the Code for which the District does not receive reimbursement from the State, whether pursuant to TEC §42.2515 or otherwise; (b) all non-reimbursed costs incurred by the District for Extraordinary Education-Related Expenses related to the project, and not directly funded in state aid formulas, including expenses for the purchase of portable classrooms and the hiring of additional personnel to accommodate a temporary increase in student enrollment attributable to the project; (c) any loss incurred by the District resulting from successful judicial challenge to this Agreement; (d) any reasonable attorneys' fees or other costs incurred by the District due to any legal defense, enforcement or interpretation of this Agreement, irrespective of whether or not this Agreement is ultimately determined to be valid; and (e) any non-reimbursed costs incurred by the District and related to this Agreement, either directly or indirectly.

### **Section 3.4 THIRD PARTY CALCULATIONS**

All calculations made pursuant to this Agreement shall be verified annually by one or more independent third parties ("Consultant") selected by the District, with Applicant's consent, which consent shall not be unreasonably withheld, delayed or conditioned. Applicant will be solely responsible for the payment of Consultant fees up to Six Thousand Five Hundred Dollars, (\$6,500.00) for the first year of this Agreement. This amount may be increased each year of this Agreement by not more than five percent (5%) from the prior year. All calculations shall initially be based upon good-faith estimates using all available information and shall be adjusted to reflect "near final" or "actual" data for the applicable year as the data becomes available.

### **Section 3.5 DATA FOR CALCULATIONS**

The initial calculations for any payments owing under this Agreement shall be based upon the valuations placed upon the Qualified Property by the Appraisal District in its annual certified tax roll submitted to the District pursuant to §26.01 of the Code in or about July of each year of this Agreement. The certified tax roll data shall form the basis from which any and all amounts due under this Agreement are calculated, and the data utilized by the Consultant will be adjusted as necessary to reflect any subsequent adjustments by the Appraisal District to the District's tax roll. Any estimates used by the Consultant to make calculations as required by this Agreement shall be based on the best and most current information available. The Consultant shall from time to time adjust the data utilized to reflect actual amounts, subsequent adjustments by the Oldham County Appraisal District to the District's certified tax roll, or any other relevant changes to material items such as student counts or tax collections.

### **Section 3.6 DELIVERY OF CALCULATIONS**

3.6.1 All calculations required under Article 3 or Article 4 shall be made by the Consultant on or before December 1 of each year for which this Agreement is effective. The Consultant shall forward such calculations to the Parties in sufficient detail to allow the Parties to understand the manner in which the calculations were made. The Consultant shall maintain supporting data consistent with generally accepted accounting practices. The Consultant shall preserve all documents and data related to all calculations required under this Agreement for a period of three (3) years. Employees and agents of the Parties shall have reasonable access to the Consultant's offices, personnel, books, and records pertaining to all calculations and fees.

3.6.2 In the event the District receives the Consultant's invoice for services rendered, the District shall forward to Applicant such invoice, which Applicant shall pay within thirty (30) days of receipt.

### **Section 3.7 PAYMENT BY APPLICANT**

On or before the January 31 next following the tax levy for each year for which this Agreement is effective, and subject to the limitations contained in Section 5.1, the Applicant shall pay any amount determined to be due and owing to the District (subject to final settle up), all amounts billed by the Consultant, subject to 3.4, and all reasonable and necessary expenses paid by the District to its attorneys, auditors or financial consultants for work resulting from the District's participation in this Agreement; provided that the District, upon request of Applicant, provides supporting documentation to substantiate such reasonable and necessary expenses to the extent such supporting documentation is not excepted from disclosure as attorney-client privilege or otherwise under the Texas Public Information Act (Government Code § 552.001 *et seq.*).

### **Section 3.8 CHALLENGING CALCULATION RESULTS**

The Applicant may appeal the Consultant's results, in writing, within fifteen (15) days of receipt of such results. The Consultant will issue a final determination of the calculations (the "Final Determination") within 15 days of receiving Applicant's appeal. The Applicant may

appeal the Final Determination to the District within 15 days of its receipt, pursuant to District Policy GK (LOCAL).

### **Section 3.9 EFFECT OF PROPERTY VALUE APPEAL OR ADJUSTMENT**

In the event that the Taxable Value of the Qualified Property is changed after an appeal of its valuation, or the Taxable Value is otherwise altered for any reason, the calculations required under Article 3 of this Agreement shall be recalculated by the Consultant at Applicant's sole expense using the revised property values. The Consultant shall transmit the revised calculations to the Parties and any Party owing funds to the other Party shall pay such funds within thirty (30) days after receipt of the new calculations.

### **Section 3.10 EFFECT OF STATUTORY OR OTHER LEGAL CHANGES**

If the District will receive less District Funding Revenue, or, if applicable, will be required to increase its payment of funds to the State due to the District's participation in this Agreement because of changes to School Finance Law or administrative or legal interpretations by the office of the Comptroller, the Commissioner of Education, the Texas Education Agency, the Courts of the State of Texas or any other authority having proper jurisdiction over the District or Texas school finance, then the Applicant shall make payments to the District within thirty (30) days of receipt of written notice, up to the limit on the revenue protection amount set forth in Section 5.1 below. The Parties understand and agree that the foregoing payments to the District are necessary to (a) offset any negative impact on the District as a result of its participation in this Agreement; and (b) secure for the District an amount of District Funding Revenue not less than that which the District would have received from State and local funds had the District not entered into this Agreement.

## **ARTICLE 4 - PAYMENTS IN LIEU OF TAXATION**

### **Section 4.1 SEPARATE AND INDEPENDENT INDEMNITY AMOUNTS**

In addition to payment of the amounts set forth under Article 3 of this Agreement, and as consideration for the execution of this Agreement by the District, Applicant shall be responsible to the District for payments in lieu of taxation ("PILOT") and payments for Extraordinary Education-Related Expenses ("PEERE"), as set forth in this Article 4. Any and all obligations for any PILOT or PEERE payments shall be separate and independent of Applicant's obligations under Article 3 of this Agreement.

### **Section 4.2 CALCULATION OF PAYMENTS IN LIEU OF TAXATION**

4.2.1 Subject to Section 5.1, for each of years one (1) through thirteen (13) of this Agreement, the District shall be entitled to receive the maximum amount of payments in lieu of taxation as allowed by law, which is currently One Hundred Dollars (\$100.00) per Student in Average Daily Attendance (ADA), as determined for that particular school year in accordance with Texas Tax Code § 313.027(i).

4.2.2 In the event Chapter 313 is modified or amended to allow the District to receive payments in lieu of taxation in excess of the foregoing ADA limitation, Applicant agrees to cooperate with District in amending this Agreement to allow District to receive the maximum amount of payments in lieu of taxation as allowed by law; provided however, the total payments in lieu of taxation for any given year of this Agreement shall not exceed the greater of forty percent (40%) of Applicant's Net Tax Savings under this Agreement in such year or \$100 per student in ADA, as determined for that school year. This Section shall only apply if Texas Tax Code § 313.027(i) is amended so that the District is permitted to receive payments in lieu of taxation greater than as described in Section 4.2.1 above; otherwise, Section 4.2.1 shall apply.

4.2.3 Payment of amounts due under this Section shall be made as set forth in Section 3.7 of this Agreement and is subject to the limitations contained in Section 5.1. Payments made under this Article 4 shall not exceed the Aggregate Limit.

#### **Section 4.3 PAYMENT OF EXTRAORDINARY EDUCATION-RELATED EXPENSES**

4.3.1 Applicant agrees and acknowledges that construction and installation of its Qualified Property may bring an extraordinary influx of workers into the District. Applicant further agrees and acknowledges that these workers may cause an undetermined increase in enrollment for the District, and that such increase in students may subject the District to Extraordinary Education-Related Expenses that are not directly funded in school financing funding formulas. Accordingly, Applicant agrees to reimburse to the District for any documented Extraordinary Education-Related Expenses paid by the District arising from Applicant's Qualified Investment.

4.3.2 In the event that the District incurs reimbursable Extraordinary Education-Related Expenses, the District will notify Applicant and provide a detailed explanation for such expenses prior to reimbursement by Applicant.

4.3.3 Payments of amounts due under this Section shall be made as set forth in Section 3.7 of this Agreement.

### **ARTICLE 5 - LIMITATION OF PAYMENTS BY APPLICANT**

#### **Section 5.1 LIMITATION AFTER FIRST THREE YEARS**

5.1.1 For each of the years, other than years one (1) through three (3), and notwithstanding anything to the contrary in this Agreement, in no event shall the sum of the maintenance and operations ad valorem taxes paid by the Applicant to the District plus the sum of all payments otherwise due from the Applicant under Articles 3 and 4 with respect to such year exceed the amount of the maintenance and operations ad valorem taxes that the Applicant would have paid to the District for such year if the Parties had not entered into this Agreement.

5.1.2 A comparison of (a) the sum of the maintenance and operations ad valorem taxes paid by the Applicant to the District plus the sum of all payments otherwise due from the Applicant under Articles 3 and 4 with respect to such year; and (b) the taxes Applicant would

have paid to the District if this Agreement had not been entered into shall be included in the Consultant's calculations made pursuant to Section 3.4 of this Agreement. The Consultant shall include a credit for the amount of taxes actually paid by the Applicant on the Qualified Property when making this comparison.

5.1.3 During years four (4) through ten (10), should the sum of the Applicant's maintenance and operations ad valorem taxes plus the sum of all payments otherwise due from the Applicant under Article 3 and Article 4 exceed the maintenance and operations ad valorem taxes that the Applicant would have paid if the Parties had not entered into this Agreement, then the payments due from the Applicant to the District under Articles 3 and 4 shall be reduced until such excess is eliminated. In no event shall the payments to the District exceed the greater of: (a) the maximum amount allowed by law, not to exceed forty percent (40%) Net Tax Savings, or (b) One Hundred Dollars (\$100.00) per Student in Average Daily Attendance (ADA), as determined for that particular school year.

## **Section 5.2 OPTION TO CANCEL AGREEMENT**

5.2.1 For years four (4) through ten (10) of this Agreement, in the event that payments by Applicant to the District become limited as described in Section 5.1 above, the Applicant shall have the option to terminate this Agreement. Applicant may exercise such option by notifying the District of its election in writing not later than July 31 of any year next following the year in which the payments were limited. Upon receipt of such written notice, this Agreement shall terminate effective December 31 of the year in which the notice is received by the District.

5.2.2 For years three (3) through ten (10) of this Agreement, the Applicant shall have the option to terminate this Agreement in the event that the Appraised Value of the Qualified Property falls below the Tax Limitation Amount. The Applicant may exercise such option by notifying the District and the Appraisal District of its election in writing not later than October 31 of any year. The cancellation of this Agreement under this Subsection shall be effective immediately.

5.2.3 The Applicant shall have the right to terminate this Agreement in the event of a change in the School Finance Law, administrative interpretations by the Comptroller, Commissioner of Education, or the Texas Education Agency, or for any other statutory or regulatory change which materially reduces the Net Tax Savings to Applicant under this Agreement. Applicant may exercise such option by notifying the District and the Appraisal District of its election in writing. Upon receipt of such written notice, this Agreement shall terminate effective December 31 of the year in which the notice is received by the District.

5.2.4 The rights and obligations of the Parties under this Agreement through and including the year during which notice of termination of this Agreement is delivered shall survive such termination and remain until satisfied.

## **Article 6 – TAX CREDITS**

### **Section 6.1 TAX CREDIT DESCRIPTION AND ELIGIBILITY**

6.1.1 Upon the Applicant's compliance with all requirements of Chapter 313 of the Code and the Comptroller, and in addition to the limitation on the Appraised Value of the Qualified Property as described in Article 2 above, the Applicant shall be entitled to a Tax Credit from the District in an amount equal to the amount of ad valorem taxes paid to the District on that portion of the Appraised Value of the Qualified Property that exceeds the amount of the limitation agreed to by the Parties in each year of the Qualifying Time Period, subject to any limitation or reduction required by law.

6.1.2 The application for a Tax Credit as described in this Article 6 shall be made in accordance with §313.103 of the Code and is solely the Applicant's responsibility.

### **Section 6.2 DISTRICT OBLIGATIONS REGARDING TAX CREDITS**

6.2.1 The District shall timely comply with and, to the extent possible, cause the timely compliance by the Appraisal District of all District obligations regarding Tax Credits under the Code and Comptroller Rules.

6.2.2 The Board of Trustees shall grant Applicant's application for the tax credit as provided in §313.104 of the Code as well as Comptroller and/or TEA rules.

### **Section 6.3 TAX CREDIT PROTECTION REVENUE LOSS**

If the District does not receive aid pursuant to §42.2515 of the Texas Education Code (or similar or successor statute) after Applicant receives a Tax Credit as described under this Article 6, and such failure is not the result of District's failure to comply with the requirements of obtaining such aid, then the District shall so notify the Applicant in writing. The Applicant shall, within thirty (30) days after notice, pay to the District the amount of such aid the District did not receive. Conversely, the District shall refund to the Applicant the amount of state aid the District received that was solely attributable to any portion of such state aid paid by Applicant to the District.

## **ARTICLE 7 - ADDITIONAL OBLIGATIONS OF APPLICANT**

### **Section 7.1 INFORMATION REQUESTS**

7.1.1 Upon written request, Applicant shall be obligated to provide the District and the Appraisal District with all information and data necessary to determine whether all obligations under this Agreement are being met. In the event that the District requests information which the Applicant regards as being technical or business information which is proprietary, a trade secret or confidential in nature or is subject to a confidentiality agreement with any third party, and subject to §313.028 of the Code, Applicant shall inform the District of its concerns and suitable arrangements shall be made for the District to have access to the information in a manner which

does not compromise the confidentiality of the information to other third parties.

7.1.2 Applicant shall be obligated to provide the Comptroller, Appraisal District or other governmental agency with all information required for such agency to complete any reports, appraisal or analysis pursuant to of the Texas Tax Code, Comptroller or TEA rule, or other law or administrative regulation.

7.1.3 Applicant shall allow authorized employees of the District and Appraisal District access to all property that is subject to a limitation on the local ad valorem property values called for under this Agreement during the term of this Agreement for the purposes of appraisal or determination of compliance with this Agreement. All inspections or appraisals will be made at a mutually agreeable time after no less than forty-eight (48) hours prior written notice.

7.1.4 Applicant shall timely make any reports that may be required under law or administrative regulation, including but not limited to the annual report or certifications that may be required by the Comptroller under the provisions of the Comptroller's Rules or the Texas Tax Code, including § 313.032 of the Code. Applicant shall forward a copy of all such required reports or certifications to the District at the time of such filing. Timely performance of all required filings shall be a material obligation under this Agreement.

## **Section 7.2 MAINTAINING VIABLE PRESENCE**

By entering into this Agreement, Applicant represents, covenants and warrants that it will abide by all of the terms of this Agreement and that it will Maintain a Viable Presence in the District as defined in this Agreement for a period of at least three (3) years after the termination of the limitation on the local ad valorem property values called for under this Agreement. Applicant shall not be in breach of this covenant to Maintain a Viable Presence to the extent such failure is caused by an event of Force Majeure, provided Applicant makes commercially reasonable efforts to Maintain a Viable Presence at the conclusion of any period of Force Majeure.

## **ARTICLE 8 - BREACH**

As stated in Section 2.3.4 above, the failure by Applicant to make a Qualified Investment of at least Five Million Dollars (\$5,000,000.00) during the Qualifying Time Period shall result in this Agreement being null and void as of January 1, 2016. This Article 8 shall control in all other instances of Applicant's failure to perform according to the terms of this Agreement.

## **Section 8.1 DISTRICT'S DETERMINATION OF BREACH**

8.1.1 In the event Applicant terminates this Agreement without the consent of the District, except as provided in Section 5.2, or should Applicant or Applicant's successor in interest fail to comply with any material term or meet any material obligation of this Agreement, after the notice and cure period provided herein, District shall be entitled to: (a) the recapture of all ad valorem tax revenue that would have been due from Applicant without the benefit of this Agreement; and (b) all penalty and interest as calculated under Section 8.4. For purposes of the

recapture calculation under subsection (a) in this Section 8.1.1, the Applicant shall be entitled to a credit for all payments made under Article 3 and Article 4.

8.1.2 Notwithstanding Section 8.1.1, in the event the District determines that the Applicant has failed to Maintain a Viable Presence and provides written notice of termination, Applicant shall pay to District liquidated damages equal to the total of the District ad valorem taxes that would have been due from Applicant without the benefit of this Agreement for all of the years for which a Tax Limitation was granted pursuant to this Agreement, plus penalty and interest. Applicant shall be entitled to a credit for all payments made to the District pursuant to Article 3 and Article 4.

8.1.3 Prior to making a determination that Applicant has committed a material breach of this Agreement, the District shall provide the Applicant with a written notice of the facts which the District believes constitute the material breach and, if a cure is feasible, the cure proposed by the District. After receipt of the notice, Applicant shall have ninety (90) days to present any facts or argument to the Board of Trustees showing that it is not in material breach of its obligations under this Agreement or that it has cured any such material breach.

8.1.4 Upon the expiration of Applicant's opportunity to respond, the Board of Trustees shall conduct a hearing as provided in District Policy GF (LOCAL) to determine whether or not a material breach of this Agreement has occurred and, if so, the date such material breach occurred. Applicant shall have the opportunity to be heard before the Board of Trustees at such hearing. In the event that the Board of Trustees determines that a material breach has occurred, it shall also determine the amounts of recaptured taxes to be paid by Applicant to District under Section 8.2 below.

8.1.5 After a determination under Section 8.1.2, the Board of Trustees shall notify Applicant, in writing, of its determination and the amount of recaptured taxes owed by Applicant, if any.

## **Section 8.2 REMEDIES AFTER BREACH**

8.2.1 In the event of default or breach by Applicant, the District's damages shall not exceed the greater of (a) any amounts of recaptured taxes plus penalty and interest; or (b) the sum of the difference between the payments and credits due and owing to the Applicant at the time of default and the District taxes that would have been payable to the District had this Agreement not been executed.

8.2.2 The District's sole right of equitable relief under this Agreement shall be its right to terminate this Agreement.

8.2.3 The Parties understand and agree that the damages and remedies set forth in this Section 8.2 shall be the sole and exclusive remedies, both legal and equitable, available to the District.

8.2.4 In accordance with §313.0275 of the Code, for any full year beginning after the

project has become operational, Applicant shall cure those material breaches defined in 8.3(d), 8.3(e), or 8.3(f), below, without the termination of this Agreement. In order to cure its noncompliance with 8.3(d), 8.3(e), or 8.3(f) for the particular year of noncompliance only, Applicant may pay liquidated damages as required by §313.0275(b) of the Code, in accordance with §313.0275(c).

### **Section 8.3 MATERIAL BREACH BY APPLICANT**

Any one of the following acts or omissions shall constitute a material breach of this Agreement by Applicant:

- (a) Applicant is determined to have failed to meet its obligations to have made accurate representations of fact in submission of its Application.
- (b) Applicant fails to Maintain a Viable Presence in the District, as required by this Agreement, through the final termination date of this Agreement.
- (c) Applicant fails to timely make any payment required under Articles 3 or 4 of this Agreement.
- (d) Applicant fails to create and maintain, at a minimum, the number of New Jobs it committed to create in its Application.
- (e) Applicant fails to create and maintain, at a minimum, the number of Qualifying Jobs it committed to create and maintain on Schedule C, Column E of its Application.
- (f) Applicant fails to create and maintain at least Eighty Percent (80%) of all New Jobs created on the project as Qualifying Jobs.
- (g) Applicant makes any payments to the District or to any other person or entity in any form for the payment or transfer of money or any other thing of value in recognition of, anticipation of or consideration for this Agreement for limitation on appraised value made pursuant to Chapter 313 of the Code, in excess of the amounts set forth in Articles 3 and 4, above. Voluntary donations made by Applicant to the District after the date of execution of this Agreement, and not mandated by this Agreement or not made in recognition of or consideration for this Agreement are not barred by this provision.
- (h) Applicant fails to comply with any other term of this Agreement, or Applicant fails to meet its obligations under the applicable Comptroller's Rules or Chapter 313 of the Code.

### **Section 8.4 CALCULATION OF PENALTY AND INTEREST**

In determining the amount of penalty and interest due in the event of a breach of this

Agreement, the District shall determine the base amount of taxes owed less any Tax Credit under Article 6 of this Agreement for each year during the term of this Agreement since the Commencement Date. The District shall calculate penalty or interest for each year during the term of this Agreement since the Commencement Date in accordance with the methodology set forth in Chapter 33 of the Texas Tax Code, as if the base amount calculated for such years less all credits under Article 6 had become due and payable on February 1 of the calendar year following such year. Penalties on said amounts shall be calculated in accordance with the methodology set forth in the Code § 33.01(a) or its successor statute. Interest on said amounts shall be calculated in accordance with the methodology set forth in the Code § 33.01(c), or its successor statute.

## **Section 8.5 DISPUTE RESOLUTION**

8.5.1 After the Applicant receives notice of breach from District, the Applicant shall have ninety (90) days to either (a) tender payment, (b) submit evidence of its efforts to cure, or (c) submit to the District written notice of dispute mediation. The mediation shall be conducted by a mutually agreeable mediator at a mutually convenient time and place. If no mediator is agreed upon by the Parties, a mediator shall be appointed by the judge of the state district court in the judicial district containing the administrative offices of the District. The Parties agree to sign a document that provides the mediator and the mediation will be governed by the provisions of Chapter 154 of the Texas Civil Practice and Remedies Code and such other rules as the mediator shall prescribe. The Parties shall each bear one-half of the mediator's fees and expenses.

8.5.2 In the event that any mediation is not successful in resolving the dispute or that payment is not received before the expiration of such ninety (90) days, the District shall have the remedies for the collection of the amounts determined under Section 8.2 and as set forth in Chapter 33, Subchapters B and C of the Code. In the event that the District successfully prosecutes legal proceedings under this section, the Applicant shall also be responsible for the payment of reasonable attorney's fees and a tax lien on the Applicant's Qualified Property and the Applicant's Qualified Investment pursuant to §§6.30 and 33.07 of the Code, or other applicable law.

8.5.3 In any event where a dispute between the Parties cannot be resolved, and after completing the mediation procedures required above, either the District or the Applicant may seek a judicial declaration of their respective rights and duties under this Agreement or otherwise, in any judicial proceeding, assert any rights or defenses, or seek any remedy in law or in equity, except as may be limited by this Agreement, against the other Party with respect to any claim relating to any breach, default, or nonperformance of any covenant, agreement or undertaking made by a Party pursuant to this Agreement.

## **ARTICLE 9 - MISCELLANEOUS PROVISIONS**

### **Section 9.1 NOTICES**

All notices required to be sent under this Agreement shall be given in writing via certified

mail, return receipt requested to the Parties hereto as follows:

To the District:

Name: Adrian Independent School District  
Attn: Superintendent Mike Norrell,  
or his successor  
Address: P.O. Box 189  
City/Zip: Adrian, Texas 79001  
Phone #: (806) 538-6203  
Fax #: (806) 538-6291  
Email: [mike.norrell@region16.net](mailto:mike.norrell@region16.net)

With a copy to:

Underwood Law Firm  
Attn: Fred Stormer  
P.O. Box 9158  
Amarillo TX 79105-9158  
Phone #: 806-379-1306  
Fax #: 806-379-0316  
[fred.stormer@uwlaw.com](mailto:fred.stormer@uwlaw.com)

To the Applicant:

Name: Spinning Spur Wind Three, LLC c/o Cielo Wind Services, Inc.  
Attn: Walter Hornaday  
Address: 823 Congress Ave., Suite 500  
City/Zip: Austin, TX 78701  
Phone: (512)440-0305  
Fax #: (512)440-0277  
Email: [whornaday@cielowind.com](mailto:whornaday@cielowind.com)

With a copy to the Mortgagee in connection with any notice of default from the District to the Applicant, provided that the Applicant has provided the District such Mortgagee's name, address, telephone number and facsimile number.

### **Section 9.2 AMENDMENT**

This Agreement may not be modified, amended, or terminated except by written mutual agreement of the District and the Applicant. No amendment to this Agreement shall be effective until the same is approved, accepted, and signed by the Parties.

### **Section 9.3 ASSIGNMENT**

Applicant may assign this Agreement, or a portion of this Agreement, without District's approval to an Affiliate; provided that the Applicant, together with such Affiliate, shall be jointly and severally liable to the District for outstanding taxes or other obligations arising under this Agreement. Applicant may assign this Agreement, or a portion of this Agreement, to an Affiliate or a new Applicant or lessee of the Qualified Property upon the written approval of the District, which approval shall not be unreasonably withheld. It shall not be unreasonable for the District to withhold approval if the Applicant is liable to the District for outstanding taxes, damages or other obligations arising under this Agreement or if such assignee is not deemed creditworthy. Upon approval of such assignment by District, the Applicant's assignee will be liable to the District for outstanding taxes or other obligations arising under this Agreement. An assignee of limited value under Texas Tax Code, Chapter 313 shall notify immediately the District, the

Comptroller, and the Appraisal District in writing of any change in address or other contact information for the owner of the property subject to the limitation agreement for the purposes of Texas Tax Code §313.032. The assignee's or its reporting entity's Texas Taxpayer Identification Number shall be included in the notification.

#### **Section 9.4 ENTIRE AGREEMENT**

This Agreement contains all of the terms and conditions of the understanding of the Parties relating to the subject matter hereof and all prior negotiations, discussions, correspondence, and preliminary understandings between the Parties and others relating hereto are superseded by this Agreement.

#### **Section 9.5 MAINTENANCE OF APPRAISAL DISTRICT RECORDS**

When appraising an Applicant's Qualified Property subject to a limitation on Appraised Value under this Agreement, the chief appraiser of the Appraisal District shall determine the market value of the property and include both the market value and the appropriate value under this Agreement in its appraisal records.

#### **Section 9.6 GOVERNING LAW AND VENUE**

This Agreement and the transactions contemplated hereby shall be governed by and interpreted in accordance with the laws of the State of Texas without giving effect to principles thereof relating to conflicts of law rules that would direct the application of the laws of another jurisdiction. The exclusive venue for any action between the Parties shall be in a state district court in the judicial district where the District's central administrative office is located.

#### **Section 9.7 AUTHORITY TO EXECUTE AGREEMENT**

Each of the Parties signing below expressly warrants that he or she has been authorized to execute this Agreement for and on behalf of the respective Party.

#### **Section 9.8 SEVERABILITY**

Every provision of this Agreement is intended to be severable. If any term or provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement unless the invalidity of any provision(s) would have a material adverse effect on the purpose and intent of this Agreement. If the invalidity has a material adverse effect, the Parties shall make a good faith effort to renegotiate the terms of this Agreement consistent with the purpose and intent of the Parties prior to bringing any action.

#### **Section 9.9 EXECUTION OF COUNTERPARTS**

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same

instrument.

### **Section 9.10 ACCURACY OF REPRESENTATIONS IN APPLICATION**

The Parties acknowledge that this Agreement has been negotiated, and is being executed, in reliance upon the information contained in the Application. Applicant warrants that all information, facts, and representations contained therein are true and correct, to the best of Applicant's knowledge. The Parties agree that the Application and all related attachments and schedules are included by reference in this Agreement as if fully set forth herein. It is expressly understood and agreed that this Agreement shall be void and of no further effect if any material misrepresentations were made in the Application.

### **Section 9.11. BINDING ON SUCCESSORS**

In the event the District should merge or consolidate with another school district or other governmental entity, this Agreement shall be binding on the successor school district or governmental entity, and the duties and obligations of Applicant shall inure to the benefit of such successor school district or governmental entity.

### **Section 9.12 PUBLICATION**

The Parties hereby acknowledge that certain documentation relating to the Application, including this Agreement and all economic analyses submitted to the District, are to be published for public inspection. Only information that is confidential under § 313.028 of the Code may be excepted from publication.

### **Section 9.13 MORTGAGEE PROTECTION**

District agrees that Applicant may mortgage, pledge, or otherwise encumber its interest in Applicant's Qualified Property to any financing party or lender or to any trustee or beneficiary under a deed of trust or to any master or special servicer (a "Mortgagee") for the purpose of financing operations of Qualified Property or constructing the Qualified Property or acquiring additional equipment following any initial phase of construction. Mortgagee shall be entitled to cure or commence cure of any such defaults in the same manner as Applicant. Applicant must provide the District notice of the Mortgagee in the same form and manner as required in Section 9.3.

*[remainder of page intentionally left blank]*

IN WITNESS WHEREOF, this Agreement has been executed by the District and the Applicant in duplicate originals on this 19th day of November, 2013.

SPINNING SPUR WIND THREE LLC,  
a Texas limited liability company  
Texas Taxpayer ID No. 32046003334

By: Cielo Spinning Spur Three GP LLC,  
a Texas limited liability company,  
its general partner

By: \_\_\_\_\_  
Walter Hornaday, President

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

ADRIAN INDEPENDENT SCHOOL DISTRICT

By \_\_\_\_\_  
*Signature*

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

\_\_\_\_\_  
*Printed Name and Title*

Attest:

By \_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Printed Name and Title*

**SCHEDULE 1.2**

<b><u>Year of Agreement</u></b>	<b><u>Date of Appraisal</u></b>	<b><u>School Year</u></b>	<b><u>Tax Year</u></b>	<b><u>Summary Description</u></b>
0	January 1, 2013	2013-14	2013	No appraisal limitation.
1	January 1, 2014	2014-15	2014	No appraisal limitation.
2	January 1, 2015	2015-16	2015	No appraisal limitation.
3	January 1, 2016	2016-17	2016	\$5 million appraisal limitation.
4	January 1, 2017	2017-18	2017	\$5 million appraisal limitation. Possible tax credit for Applicant.
5	January 1, 2018	2018-19	2018	\$5 million appraisal limitation. Possible tax credit for Applicant.
6	January 1, 2019	2019-20	2019	\$5 million appraisal limitation. Possible tax credit for Applicant.
7	January 1, 2020	2020-21	2020	\$5 million appraisal limitation. Possible tax credit for Applicant.
8	January 1, 2021	2021-22	2021	\$5 million appraisal limitation. Possible tax credit for Applicant.
9	January 1, 2022	2022-23	2022	\$5 million appraisal limitation. Possible tax credit for Applicant.
10	January 1, 2023	2023-24	2023	\$5 million appraisal limitation. Possible tax credit for Applicant.
11	January 1, 2024	2024-25	2024	No appraisal limitation. Possible tax credit for Applicant. Applicant must Maintain a Viable Presence.
12	January 1, 2025	2025-26	2025	No appraisal limitation. Possible tax credit for Applicant. Applicant must Maintain a Viable Presence.
13	January 1, 2026	2026-27	2026	No appraisal limitation. Possible tax credit for Applicant. Applicant must Maintain a Viable Presence.

## **SCHEDULE 1.3**

### **DEFINITIONS**

Wherever used in this Agreement, the following terms shall have the following meanings, unless the context in which the term is used clearly indicates a different meaning:

“Affiliate” of any specified person or entity means any other person or entity which, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under direct or indirect common control with such specified person or entity. For purposes of this definition “control” when used with respect to any person or entity means (i) the ownership, directly or indirectly, of fifty percent (50%) of the voting securities of such person or entity, or (ii) the right to direct the management or operations of such person or entity, directly or indirectly, whether through the ownership (directly or indirectly) of securities, by contract or otherwise.

"Aggregate Limit" means, for any year of this Agreement, the total of the Annual Limit amount for the current year and all previous years of the Agreement, less amounts paid by the Applicant to or on behalf of the District under Article 4.

“Agreement” means this Agreement.

“Annual Limit” means the maximum annual benefit that can be paid directly to the District under the provisions of Texas Tax Code § 313.027(i). For purposes of this Agreement, the amount of the Annual Limit shall be calculated for each year by multiplying the District’s Average Daily Attendance for the applicable school year, as calculated pursuant to Texas Education Code § 42.005, times the greater of \$100, or any larger amount allowed by Texas Tax Code § 313.027(i), if such limit amount is increased for any future year of this Agreement. The Annual Limit shall first be computed for the first year of the Qualifying Time Period under this Agreement.

“Applicant” means the company listed in the Preamble of this Agreement, who filed its Application with the District for a Limitation on Qualified Property on the Application Date, pursuant to Chapter 313 of the Code. The term shall also include the Applicant’s permitted assigns or successors in interest or both.

“Application” means the Application for Appraised Value Limitation on Qualified Property (Chapter 313, Subchapter B or C, Property Tax Code) which filing with the District by Applicant was completed on the Application Date (unless otherwise specified in the Recitals) by the tender of its Application fee. The term includes all Amendments and Supplements thereto submitted by Applicant and provided to the Comptroller.

“Appraisal District” means the Oldham County Appraisal District.

“Appraised Value” has the same meaning as in Section 1.04(8) of the Texas Tax Code

“Completed Application Date” means the date as set forth in the Recitals.

“Comptroller” means the Texas Comptroller of Public Accounts.

“Comptroller’s Rules” means the applicable rules and regulations of the Comptroller set forth in title 34 of the Texas Administrative Code or Chapter 313 of the Texas Tax Code, together with any court or administrative decisions interpreting same.

”County” means the County identified in the Preamble of this Agreement, which shall be the county in which the School District’s administrative offices are located.

“District” or ”School District” means the Adrian Independent School District listed in the Preamble of this Agreement, being a duly incorporated and operating independent school district in the State of Texas, having the power to levy, assess, and collect ad valorem taxes within its boundaries.

“District Funding Revenue” means those revenues which the District receives from the levy of its annual ad valorem maintenance and operations tax pursuant to TEC §45.002 and Article VII §3 of the Texas Constitution. The term also includes all State revenues to which the District is or may be entitled under Chapters 41 and 42 of the TEC or any other statutory provision as well as any amendment or successor statute to these provisions. The term shall exclude any amounts necessary to reimburse the State of Texas or another school district for the education of additional students pursuant to Chapter 41 of the TEC.

“Enterprise Zone” means the District’s enterprise zone, if any, created pursuant to Chapter 2303 of the Texas Government Code and as further described by the legal description attached hereto as Schedule 2.1.

“Extraordinary Education-Related Expenses” means those additional expenses that the District incurs related to the project that are not directly funded in state aid formulas including, but not limited to, expenses for portable classrooms and hiring additional personnel attributable to increased enrollment due to project personnel.

“Force Majeure” means a failure caused by a provision of law, rules, regulations, or orders of any governmental authority having jurisdiction over the Applicant or the Qualified Investment, or any arrest, restraint, or decree of any court, natural disaster, riot, war, labor dispute, act of God, act of terrorism, or any other cause which inhibits performance and over which Applicant has no reasonable control.

“Maintain a Viable Presence” means the operation over the life of this Agreement of the facility, facilities, or property for which the tax limitation agreement is granted and the retention over the entire term of this Agreement, as defined in Section 1.2 above, of not fewer than the number of Qualifying Jobs and New Jobs required by the Code, or as found by the District’s Board of Trustees to exceed the industry standard for number of jobs. Applicant shall be deemed to have maintained a viable presence following an event of Force Majeure that halts facility operations so long as Applicant commences repairs and/or reconstruction of the damaged within

one hundred eighty (180) days after the event of Force Majeure. In the event of a closure due to environmental reasons, Applicant will be deemed to have maintained a viable presence so long as it commences remediation or otherwise acts in accordance with the order of the court or environmental agency.

“Maintenance and Operations Revenue” means those revenues which the District receives from the levy of its annual ad valorem maintenance and operations tax pursuant to § 45.002 of the Texas Education Code and Article VII § 3 of the Texas Constitution, plus all State revenues to which the District is or may be entitled under Chapter 42 of the Texas Education Code or any other statutory provision as well as any amendment or successor statute to these provisions.

“Net Tax Savings” means an amount equal to (but not less than zero): (i) the sum of (A) the amount of maintenance and operations ad valorem taxes which the Applicant would have paid to the District for all years during the term of this Agreement if this Agreement had not been entered into by the Parties; plus (B) any Tax Credits received by Applicant under this Agreement; minus, (ii) an amount equal to the sum of (A) all maintenance and operations ad valorem school taxes actually due to the District or any other governmental entity, including the State of Texas for all years during the term of this Agreement, plus (B) any and all payments due to the District under Article 3 of this Agreement.

“New Jobs” means the jobs defined by 34 Tex. Admin. Code § 9.1051 and which Applicant will create by and through the project which is the subject of its Application. Under Texas Tax Code § 313.024(d), Eighty Percent (80%), of all New Jobs created by Applicant on the project shall also be Qualifying Jobs, as defined below.

“Qualified Investment” has the meaning as that term is defined in §313.021(1) of the Code.

“Qualified Property” has the meaning as that term is defined in §313.021(2) of the Code.

“Qualifying Job” means the number of New Jobs Applicant will create by and through the project that is the subject of this Application and which meet the requirements of Texas Tax Code § 313.021(3).

“Qualifying Time Period” has the meaning as that term is defined in §313.021(4) of the Code.

“Reinvestment Zone” means the District’s Reinvestment Zone created pursuant to Code §312.0025 by action of the Board of Trustees or by the County and as further described by the description and/or depiction of said Reinvestment Zone attached hereto as Schedule 2.1, which is incorporated herein by reference for all purposes.

“School Finance Law” means Chapters 41 and 42 of the TEC, the Texas Economic Development Act (Chapter 313, Code), Chapter 403, Subchapter M, Texas Government Code applicable to the District, and the Constitution and general laws of the State applicable to the

independent school districts of the State, including specifically, the applicable rules and regulations of the agencies of the State having jurisdiction over any matters relating the public school systems and school districts of the State, and judicial decisions construing or interpreting any of the above. The term also includes any amendments or successor statutes that may be adopted in the future that could impact or alter the calculation of Applicant's ad valorem tax obligation to the District either with or without the limitation of property values made pursuant to this Agreement.

"State" means the State of Texas.

"Tax Credit" means the credit to be received by the Applicant as computed under the provisions of Subchapter D of the Texas Economic Development Act and 34 Tex. Admin. Code §9.1056, provided that the Applicant timely complies with the requirements under such provisions, including the filing of a completed application under §313.103 of the Code and 34 Tex. Admin. Code §9.1054.

"Tax Limitation Amount" means the amount of Five Million Dollars (\$5,000,000.00), for the purposes of this Agreement and §313.027 of the Code.

"Taxable Value" has the same meaning as in Section 1.04(10) of the Texas Tax Code

## SCHEDULE 2.1

### DESCRIPTION AND MAP OF REINVESTMENT ZONE and/or ENTERPRISE ZONE

Oldham County Reinvestment Zone			
Survey	Block	Section	Description
Capitol Lands	CL	328	That portion on the west part of Section 328, Blk CL, Capitol Lands, Oldham County, Texas
Capitol Lands	CL	330	That portion in the south part of Section 330, Blk CL, Capitol Lands, Oldham County, Texas
Capitol Lands	CL	331	That portion in the south half of the south half of Section 331, Blk CL, Capitol Lands, Oldham County, Texas
Capitol Lands	CL	332	That portion in the southeast quarter of Section 332, Blk CL, Capitol Lands, Oldham County, Texas
Capitol Lands	CL	333 1/2	All of Section 333 1/2, Blk CL, Capitol Lands, Oldham County, Texas
Capitol Lands	CL	334	All except that portion in the northeast corner of Section 334, Blk CL, Capitol Lands, Oldham County, Texas
Capitol Lands	CL	335	All of Section 335, Blk CL, Capitol Lands, Oldham County, Texas
Capitol Lands	CL	345 1/2	That portion in the south part of Section 345 1/2, Blk CL, Capitol Lands, Oldham County, Texas
Capitol Lands	CL	346	All of Section 346, Blk CL, Capitol Lands, Oldham County, Texas
CD Batson	B	1	All of Section 1, Blk B, CC Batson Survey, Oldham County, Texas
CD Batson	B	2	That portion in the north half of Section 1, Blk B, CC Batson Survey, Oldham County, Texas
JM Neely	B1	1	All of Section 1, Blk B1, JM Neely Survey, Oldham County, Texas
GC & SF	H2	2	All of Section 2, Blk H1, GC & SF Survey, Oldham County, Texas
GC & SF	H2	3	All of Section 3, Blk H1, GC & SF Survey, Oldham County, Texas
GC & SF	H2	5	All except the east half of the east half Section 5, Blk H1, GC & SF Survey, Oldham County, Texas
GC & SF	H2	6	All of Section 6, Blk H1, GC & SF Survey, Oldham County, Texas

GC & SF	K11	11	All of Section 11, Blk K11, GC & SF Survey, Oldham County, Texas
GC & SF	K11	12	That portion of Section 12 , Blk K11, GC & SF Survey, Oldham County, Texas excluding the City of Adrian
GC & SF	K11	13	All of Section 13, Blk K11, GC & SF Survey, Oldham County, Texas
GC & SF	K11	14	All of Section 14, Blk K11, GC & SF Survey, Oldham County, Texas
GC & SF	K11	15	That portion of Section 15, Blk K11, GC & SF Survey, Oldham County, Texas excluding the City of Adrian
GC & SF	K11	16	All of Section 16, Blk K11, GC & SF Survey, Oldham County, Texas
GC & SF	K11	37	All of Section 37, Blk K11, GC & SF Survey, Oldham County, Texas
GC & SF	K11	38	That portion of Section 38, Blk K11, GC & SF Survey, Oldham County, Texas excluding the City of Adrian
GC & SF	K11	39	All of Section 39, Blk K11, GC & SF Survey, Oldham County, Texas
GC & SF	K11	40	All of Section 40, Blk K11, GC & SF Survey, Oldham County, Texas
GC & SF	K11	41	All of Section 41, Blk K11, GC & SF Survey, Oldham County, Texas
GC & SF	K11	42	All of Section 42, Blk K11, GC & SF Survey, Oldham County, Texas
GC & SF	K11	63	All of Section 63, Blk K11, GC & SF Survey, Oldham County, Texas
GC & SF	K11	64	All of Section 64, Blk K11, GC & SF Survey, Oldham County, Texas
GC & SF	K11	65	All of Section 65, Blk K11, GC & SF Survey, Oldham County, Texas
GC & SF	K11	66	All of Section 66, Blk K11, GC & SF Survey, Oldham County, Texas
GC & SF	K11	67	All of Section 67, Blk K11, GC & SF Survey, Oldham County, Texas
GC & SF	K11	68	All of Section 68, Blk K11, GC & SF Survey, Oldham County, Texas
GC & SF	K11	103	All of Section 103, Blk K11, GC & SF Survey, Oldham County, Texas
GC & SF	K11	104	All of Section 104, Blk K11, GC & SF Survey, Oldham County, Texas

GC & SF	K11	105	All of Section 105, Blk K11, GC & SF Survey, Oldham County, Texas
GC & SF	K11	106	All of Section 106, Blk K11, GC & SF Survey, Oldham County, Texas
GC & SF	K11	114	All of Section 114, Blk K11, GC & SF Survey, Oldham County, Texas
GC & SF	K11	115	All of Section 115, Blk K11, GC & SF Survey, Oldham County, Texas
	Gregg County School Land	1	All of Section 1, Gregg County School Land, Oldham County, Texas
	Gregg County School Land	2	All of Section 2, Gregg County School Land, Oldham County, Texas
	Gregg County School Land	3	All of Section 3, Gregg County School Land, Oldham County, Texas
	Gregg County School Land	4	All of Section 4, Gregg County School Land, Oldham County, Texas
	Gregg County School Land	5	All of Section 5, Gregg County School Land, Oldham County, Texas
	Gregg County School Land	6	All of Section 6, Gregg County School Land, Oldham County, Texas
	Gregg County School Land	7	All of Section 7, Gregg County School Land, Oldham County, Texas
	Gregg County School Land	8	All of Section 8, Gregg County School Land, Oldham County, Texas



## **SCHEDULE 2.3**

### **DESCRIPTION OF QUALIFIED INVESTMENT AND/OR QUALIFIED PROPERTY**

The qualified investment and/or qualified property consist of all of the property constructed or placed upon the real property described and shown in Exhibit A to this Schedule 2.3 (“project area”). The project area is located within both Adrian Independent School District and Vega Independent School District, and wholly is located in Oldham County, Texas. A portion of the project boundary is within the Vega ISD but Applicant will not be seeking a Limitation of Appraised Value Agreement for any improvements located in the Vega ISD. The property for which the Applicant is requesting an appraised value limitation shall include, but is not limited to, the following: 70 Siemens 2.3 MW wind turbine towers to generate 161 megawatts of power; 70 reinforced concrete foundations supporting the weight of each turbine tower; 70 electric power transformers; electric poles and conductor cables used to transport electricity from each turbine tower to an electrical substation.

The marks within the project area are merely representative of the location of the improvements; however all of the improvements that make up the qualified investment and/or qualified property will be made within the project area, which is completely within the reinvestment zone as shown in Schedule 2.1.

None of the foregoing listed property is covered under an existing County Appraisal District account number.

All of the property for which the Applicant is seeking a limitation of appraised value will be owned by the Applicant, Spinning Spur Wind Three LLC, or a valid assignee pursuant to this Agreement.

Notwithstanding the foregoing, the description of the qualified investment and/or qualified property above may be subject to change based on revisions to the current project layout. In the event that said layout changes after the execution date of this Agreement, the Parties agree that this Schedule 2.3 may be amended pursuant to Sections 2.3.2 and 9.2 of the Agreement. Said amendment(s) shall not affect the validity of any of the other provisions in this Agreement.



## SCHEDULE 3.2

### CALCULATIONS FOR LOSS OF REVENUES BY DISTRICT

The District Funding Revenue amount owed by Applicant to District will equal:

- (a) Original District Funding Revenue minus New District Funding Revenue, where;
  - i. “Original District Funding Revenue” means the total State and local District Funding Revenue that the District would have received for the school year under the School Finance Law absent this Agreement, effective for said school year.
  - ii. “New District Funding Revenue” means the total State and local District Funding Revenue that the District actually received under the School Finance Law for said school year.
- (b) In making the calculations required by this Schedule 3.2:
  - i. The Taxable Value of property for each school year will be determined under the School Finance Law.
  - ii. All calculations using the Original District Funding Revenue and the New District Funding Revenue made for years three (3) through ten (10) of this Agreement shall be based upon the limitation of value on the Qualified Property using the Tax Limitation Amount so that Applicant is not responsible for protecting the District against any decrease in the amount of local ad valorem taxes collected.
  - iii. All calculations made under this Schedule shall be made by a methodology which isolates only the revenue impact caused by this Agreement. Applicant shall not be responsible to reimburse the District for other revenue losses created by other agreements or any other factors.
  - iv. The calculation made under this Schedule cannot result in a negative number. In the event that the calculation is a negative number, the loss to the District under this Schedule will be considered to be zero.

S U S A N

C O M B S

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS

P.O. Box 13528 • AUSTIN, TX 78711-3528



November 8, 2013

Mike Norrell  
Superintendent  
Adrian Independent School District  
P.O. Box 189  
Adrian, Texas 79001

Re: Agreement for Limitation on Appraised Value of Property for School District  
Maintenance and Operations Taxes by and between Adrian Independent School District  
and Spinning Spur Wind Three, LLC

Dear Superintendent Norrell:

This office has been provided with the "Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes by and between Adrian Independent School District and Spinning Spur Wind Three, LLC (the "Agreement"). As requested, the Agreement has been reviewed pursuant to 34 TAC 9.1055(e)(1).

Based on our review, this office concludes that it complies with the provisions of Tax Code, Chapter 313 and 34 TAC Chapter 9, Subchapter F.

If you need additional information or have questions, please contact me at (512) 463-3973.

Sincerely,

A handwritten signature in black ink, appearing to read "R B Wood", is written over a horizontal line.

Robert B. Wood  
Director  
Economic Development & Analysis

cc: Audie Sciumbato, Underwood Law Firm, P.C.  
Steve Brewster, Cielo Wind Services, Inc.

CHECKLIST ITEM 13

July 8, 2013

Mr. Mike Norrell, Superintendent  
Adrian Independent School District  
PO Box 189  
Adrian, TX 79001  
**Re: Chapter 313 Job Waiver Request**

Dear Mr. Norrell,

This letter is to advise you that Spinning Spur Three Wind LLC is amending its Chapter 313 Application for Appraised Value Limitation on Qualified Property by requesting a waiver of the requirement to create ten full time jobs. House Bill 1470 altered the jobs requirement by adding Section 313.025 (f-l) to permit a school district's board of trustees to make a finding that the job requirement could be waived if the job requirement exceeds the industry standard for the number of employees reasonably necessary for the operation of the facility of the property owner that is described in the application.

Spinning Spur Wind Three LLC requests that the Adrian ISD's Board of Trustees make such a finding and waive the job creation requirement for ten (10) permanent jobs. Based on the industry standard, the size and scope of this project will require five (5) permanent jobs.

As background information on the creation of full-time jobs by a wind projects, wind projects create a large number of full-time, temporary jobs during the construction phase (1<sup>st</sup> year), but require a small number of highly skilled technicians to operate a wind project once construction operations cease and commercial operations start.

The permanent employees of a wind project maintain and service wind turbines, underground electrical connections, substations and other infrastructure associated with the safe and reliable operation of the Project. The industry standard for permanent employment is one full-time employee for every fifteen-twenty (15 - 20) turbines, although this number varies depending on the turbines selected as well as the support and technical assistance offered by the turbine manufacturer. In addition to the onsite employees described above, there may be asset managers or technicians who supervise, monitor, and support wind project operations from offsite locations.

Sincerely,



Steve Brewster  
Project Manager  
Cielo Wind Services, Inc.  
(512) 440-0305