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RESOLUTION NO. 7-89

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY OF MESQUITE, TEXAS, THE MESQUITE INDEPENDENT SCHOOL DISTRICT, THE COUNTY OF DALLAS, THE DALLAS COUNTY COMMUNITY COLLEGE DISTRICT, PARKLAND HOSPITAL, AND GULF STATES TOYOTA, INC., PROVIDING FOR A COMMERCIAL-INDUSTRIAL TAX ABATEMENT FOR GULF STATES TOYOTA, INC., AND AUTHORIZING ITS EXECUTION BY THE MAYOR; AND PROVIDING AN EFFECTIVE DATE THEREOF.

WHEREAS, the City Council has been presented a proposed Agreement by and between the City of Mesquite, Texas, the Mesquite Independent School District, the County of Dallas, the Dallas County Community College District, Parkland Hospital and Gulf States Toyota, Inc., establishing a Reinvestment Zone in the City of Mesquite, Texas, and entering into a commercial/industrial tax abatement agreement with Gulf States Toyota, Inc., a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

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


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

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


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

SECTION 3. That this resolution shall take effect from and after its passage, as in the Charter in such cases is made and provided.


DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 20th day of February, 1989.


George A. Venner, Sr.
Mayor

ATTEST:


Lynn Prugel
City Secretary

APPROVED:


B.J. Smith
City Attorney

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THE STATE OF TEXAS
COUNTY OF DALLAS

AGREEMENT

This Agreement is entered into by and between the City of Mesquite, Texas, a home rule city and municipal corporation of Dallas County, Texas, duly acting herein by and through its Mayor, (hereinafter referred to as CITY); the Mesquite Independent School District duly acting herein by and through its Board President, Dallas County Community College duly acting herein by and through its Chairman of the Board, Dallas County Hospital District duly acting herein by and through its Chairman of the Board of Managers (hereinafter referred to collectively as TAXING UNITS); and Gulf States Toyota, Inc., duly acting by and through its Chief Executive Officer (hereinafter referred to as OWNER).

WITNESSETH:

WHEREAS, on the 6th day of February, 1989, the City Council of the City of Mesquite, Texas, passed Ordinance No. 2585 establishing Reinvestment Zone No. Two, City of Mesquite, Texas for commercial/industrial tax abatement, hereinafter referred to as the ORDINANCE, as authorized by Chapter 312, Texas Property Tax Code, as amended, hereinafter referred to as STATUTE; and

WHEREAS, the CITY has adopted by Resolution (No.7-88), Criteria and Guidelines governing tax abatement reinvestment zones and agreements (the "CRITERIA"); and

WHEREAS, the CRITERIA constitutes appropriate guidelines and criteria governing tax abatement agreements to be entered into by the CITY as contemplated by the STATUTE; and

WHEREAS, the CITY has adopted a resolution (Resolution No. 9-88) stating that it elects to be eligible to participate in tax abatement; and

WHEREAS, the CITY desires to participate in tax abatement to maintain and/or enhance the commercial/industrial economic and employment base of the Mesquite area to the long term interest and benefit of the CITY and TAXING UNITS, in accordance with said ORDINANCE and STATUTE; and

WHEREAS, the contemplated use of the PREMISES, as hereinafter defined, the contemplated improvements to the PREMISES in the amount as set forth in this Agreement and the other terms hereof are consistent with encouraging development of said Reinvestment Zone No. Two in accordance with the purposes

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for its creation and are in compliance with the CRITERIA and the ORDINANCE and similar guidelines and criteria adopted by the CITY and all applicable law;

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. The property to be the subject of this Agreement shall be that property described by metes and bounds and map attached hereto as EXHIBITS "A" and "B" and made a part hereof and shall be hereinafter referred to as PREMISES.

2. The OWNER shall commence construction of its Vehicle Processing and Distribution Facilities on the PREMISES (hereinafter referred to as IMPROVEMENTS) with total estimated construction cost of three million, two hundred thousand dollars (\$3,200,000) and substantially complete same on or about April 1, 1989; provided, that OWNER shall have such additional time to complete the IMPROVEMENTS as may be required in the event of "force majeure" if OWNER is diligently and faithfully pursuing completion of the IMPROVEMENTS. For this purpose, "force majeure" shall mean any contingency or cause beyond the reasonable control of OWNER including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, governmental or de facto governmental action (unless caused by acts or omission of OWNER), fire, explosions or floods, and strikes. The date of completion of the IMPROVEMENTS shall be defined as the date a Certificate of Occupancy is issued by the City of Mesquite.

3. The OWNER agrees and covenants that it will diligently and faithfully in a good and workmanlike manner pursue the completion of the IMPROVEMENTS as a good and valuable consideration of this AGREEMENT. OWNER further covenants and agrees that all construction of the IMPROVEMENTS will be in accordance with all applicable state and local laws and regulations or valid waiver thereof. In further consideration, OWNER shall thereafter, from the date a Certificate of Occupancy is issued until the expiration of the Agreement, continuously operate and maintain the PREMISES as the Vehicle Processing Center for Gulf States Toyota, Inc.

4. In the event that: (1) the IMPROVEMENTS for which an abatement has been granted are not completed in accordance with this Agreement; or (2) OWNER allows its ad valorem taxes owed the CITY and TAXING UNITS to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of any such ad valorem taxes; or (3) OWNER breaches any of the terms or conditions of this

Tax Abatement Agreement
Gulf States Toyota, Inc.
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Agreement, then this Agreement shall be in default. In the event that the OWNER defaults in its performance of (1), (2) or (3) above, then the CITY or TAXING UNITS shall give the OWNER written notice of such default and if the OWNER has not cured such default within thirty (30) days of said written notice, or, if such default cannot be cured by the payment of money and cannot with due diligence be cured within a 90-day period owing to causes beyond the control of the OWNER, this Agreement may be terminated by the CITY or TAXING UNITS. Notice shall be in writing and shall be delivered by personal delivery or certified mail to the Executive Officer of Gulf States Toyota, Inc., at its Corporate headquarters address of record. As liquidated damages in the event of default, all taxes which otherwise would have been paid to the CITY and TAXING UNITS without the benefit of abatement (but without the addition of penalty; interest will be charged at the statutory rate for delinquent taxes as determined by Section 33.01 of the Property Tax Code of the State of Texas) will become a debt to the CITY and TAXING UNITS and shall be due, owing and paid to the CITY and TAXING UNITS within sixty (60) days of the expiration of the above-mentioned applicable cure period.

5. The CITY and the TAXING UNITS each represent and warrant that the PREMISES do not include any property that is owned by a member of their respective councils or boards, agencies, commissions, or other governmental bodies approving, or having responsibility for the approval of, this Agreement.

6. The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. This Agreement cannot be assigned by OWNER other than to wholly-owned subsidiary of OWNER unless written permission is first granted by the CITY and TAXING UNITS, which permission shall be at the sole discretion of the CITY and TAXING UNITS.

7. It is understood and agreed between the parties that the OWNER, in performing its obligations hereunder, is acting independently, and the CITY and TAXING UNITS assume no responsibilities or liabilities in connection therewith to third parties and OWNER agrees to indemnify and hold harmless therefrom.

8. The OWNER further agrees that the CITY and TAXING UNITS, their agents and employees, shall have reasonable right of access to the PREMISES to inspect the IMPROVEMENTS in order to insure that the construction of the IMPROVEMENTS are in accordance with this Agreement and all applicable state and local laws and regulations or valid waiver thereof. After completion of the IMPROVEMENTS, the CITY and TAXING UNITS shall have the continuing right to inspect the PREMISES to insure that the PREMISES are thereafter

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maintained and operated in accordance with this Agreement.

9. Subject to the terms and conditions of this Agreement, and subject to the rights and holders of any outstanding bonds of the CITY and TAXING UNITS, a portion of ad valorem real property taxes from the PREMISES otherwise owed to the CITY and TAXING UNITS shall be abated. Said abatement shall be an amount equal to 20% of the taxes assessed upon the increased value of the IMPROVEMENTS over the value in the year in which this Agreement is executed and in accordance with the terms of this Agreement and all applicable state and local regulations or valid waiver thereof; provided that the OWNER shall have the right to protest and/or contest any assessment of the PREMISES and said abatement shall be applied to the amount of taxes finally determined to be due as a result of any such protest and/or contest. Said abatement shall extend for a period of three (3) years beginning January 1, 1990.

10. This Agreement was authorized by Resolution No. 7-89 of the City Council at its council meeting on the 20th day of February, 1989, authorizing the Mayor to execute the Agreement on behalf of the City.

11. This Agreement was authorized by the Board Minutes of the Mesquite Independent School District at its Board of Trustees meeting on the 13 day of February, 1989, whereupon it was duly determined that the Board President would execute the Agreement on behalf of the Mesquite Independent School District, a copy of said authorization is attached as Exhibit "C".

12. This Agreement was entered into by the Chairman of the Board of Dallas County Community College District pursuant to authority granted by its Board of Trustees on the 11th day of April, 1989, on behalf of Dallas County Community College District, a copy of which authorization is attached hereto as EXHIBIT "D".

13. This Agreement was entered into by the Chairman of the Board of Managers, Dallas County Hospital District to authority granted by its Board of Managers on the 28th day of March, 1989, on behalf of Dallas County Hospital District, a copy of said authorization is attached hereto as Exhibit "E".

14. This shall constitute a valid and binding Agreement between the CITY and GULF STATES TOYOTA, INC., when executed in accordance herewith, regardless of whether any other TAXING UNIT executes this Agreement. If a TAXING UNIT executes this Agreement, this shall constitute a valid and binding Agreement between such TAXING UNIT and GULF STATES TOYOTA, INC., when executed on behalf of said parties, for

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the abatement of such TAXING UNITS'S taxes in accordance therewith.

The Agreement is performable in Dallas County, Texas, witness our hands this ____ day of _____, 1989.

ATTEST:

Lynn Prugel
CITY SECRETARY

CITY OF MESQUITE, TEXAS

George L. Turner, Sr.
MAYOR

APPROVED AS TO FORM:

B. Smith
CITY ATTORNEY

ATTEST:

[Signature]
APPROVED AS TO FORM:

[Signature]
ATTORNEY FOR MESQUITE
INDEPENDENT SCHOOL DISTRICT

MESQUITE INDEPENDENT SCHOOL
DISTRICT

Sue Ann Mackey
BOARD PRESIDENT

ATTEST:

Robert J. Geary
APPROVED AS TO FORM:

Robert J. Geary
ATTORNEY FOR DALLAS COUNTY
COMMUNITY COLLEGE DISTRICT

DALLAS COUNTY COMMUNITY
COLLEGE DISTRICT

[Signature]
CHAIRMAN OF BOARD

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ATTEST:

Linda S. Rindan

DALLAS COUNTY HOSPITAL
DISTRICT

Robert L. ...
CHAIRMAN OF THE BOARD OF
MANAGERS

APPROVED AS TO FORM:

[Signature]
ATTORNEY FOR DALLAS COUNTY
HOSPITAL DISTRICT

ATTEST:

Howard H. McCarl, Jr.
Howard H. McCarl, Jr.
Vice President and
General Counsel

GULF STATES TOYOTA, INC.,
OWNER

[Signature]
PRESIDENT

GULF STATES TOYOTA, INC.
PROPERTY DESCRIPTION

Being a 20.000 acre tract of land situated in the D. Tanner Survey, Abstract No. 1462 and the G. Pemberton Survey, Abstract No. 1154 Dallas County, Texas, said 20.000 acre tract of land being a portion of that certain 150.0002 acre tract of land as described in deed to Missouri Pacific Railroad Company and recorded in Volume 78213, Page 0907, Dallas County Deed Records, said 20.000 acre tract of land being more particularly described by metes and bounds as follows:

Beginning at a 5/8 inch iron rod with cap stamped "Carter & Burgess", set, the westerly northwest corner of Lot 1, Block A, Austin Addition, an addition to the City of Mesquite, Texas, according to the plat of same recorded in Volume 80139, Page 2026, Dallas County Map Records, and being in the easterly right-of-way line of Big Town Blvd., a 100 foot wide public right-of-way, 1298.81 feet northerly from the intersection of said easterly right-of-way line with the northerly right-of-way line of Forney Road, a 60 foot wide public right-of-way, said iron rod being the beginning of a non-tangent curve concave to the southwest whose radius is 1,482.39 feet and whose longchord bears N38°48'01"W, 305.15 feet;

Thence along said non-tangent curve and along said easterly right-of-way line, in a northwesterly direction, through a central angle of 11°48'55", an arc distance of 305.69 feet to a 5/8 inch iron rod with cap stamped "Carter and Burgess", set, the end of said curve;

Thence N44°42'29"W, 236.09 feet, continuing along said easterly right-of-way line, to a 5/8 inch iron rod with cap stamped "Carter & Burgess", set, the beginning of a curve concave to the northeast whose radius is 1,382.39 feet and whose longchord bears N37°08'14"W, 364.27 feet;

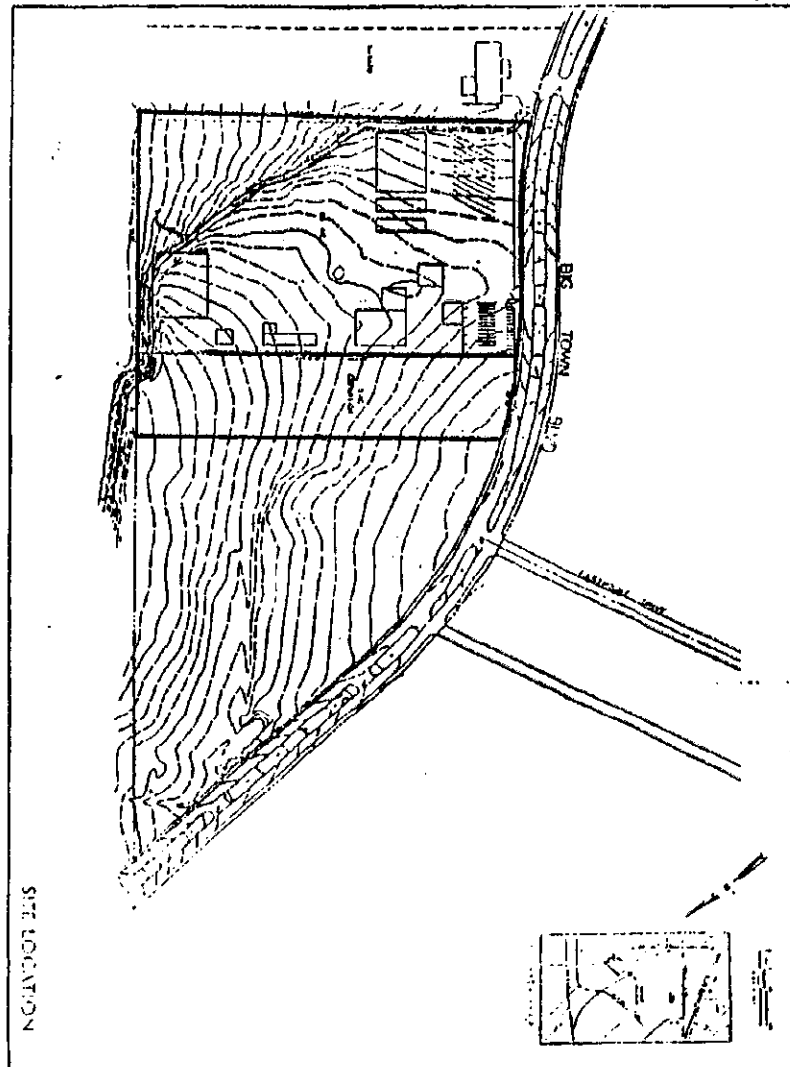
Thence along said curve and continuing along said easterly right-of-way line, in a northerly direction through a central angle of 15°08'31" an arc distance of 365.33 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess", set the end of said curve;

Thence N46°30'00"E, 920.76 feet to a 5/8 inch iron rod with cap stamped "Carter & Burgess", set, in the westerly line of the aforesaid Block A;

Thence S44°40'32"E, 902.38 feet along the westerly line of said Block A, to a 5/8 inch iron rod with cap stamped "Carter & Burgess", set;

Thence S46°30'00"W, 999.67 feet along the northerly line of said Block A, to the POINT OF BEGINNING and containing 20.000 acres of land, more or less.

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CARTER & BURGESS, INC.
ENGINEERS • PLANNERS

TOYOTA REGIONAL FACILITY
MCKINNEY, TEXAS

FIGURE 1

REGULAR MEETING BOARD OF EDUCATION
Mesquite Independent School District

The Board of Education of the Mesquite Independent School District, State of Texas, met in regular session at 7:30 p.m. on February 13, 1989, in the board room of the School Administration Building, 405 East Davis Street, Mesquite, Texas.

Present: Mrs. Sue Ann Mackey, Mrs. Beverly Vandiver, Messrs. H. E. Finley, B. J. Smith, Jerry Stroud, E. J. Larsen, and Cary Tanamachi, M.D.

Absent: None

The invocation was given by Dr. Tanamachi.

APPROVAL OF MINUTES

It was moved by Mr. Larsen and seconded by Mr. Smith that the minutes of the January 9, 1989 (Regular) meeting be approved. Motion approved: Yeas: Mrs. Mackey, Mrs. Vandiver, Messrs. Finley, Smith, Stroud, Larsen, and Dr. Tanamachi. Nays: None.

STUDENT AND STAFF GUESTS

Proclamations were presented to the following students and keychains and paperweights were presented to their respective sponsors: Spelling Bee - District Winners - Tony Cisneros, 7th grade, McDonald; Shana Colclasure, 5th grade, Shaw; Edna Chung, 6th grade, Florence; Music - All-Region Band - TMEA - MHS: Jeff Baker, Jason Jordan, Rick Wyrembelski, Erin Owens; NMHS: Christy Carlisle, Misty Edwards, Terri Henderson, Christie Hobbs, Mindee Howell, John Holland, Cyril Joseph, Nick Lawrence, Tim Lovas, Suzanne Webb, Aaron, Stephanie Hart; PHS: Christy Bess, Michael Jolly, Steve Kath, Karla Martin, Eric Philippe, Dwayne Thomas, Jason Thompson, Robert Cogger, Chris Toole; WMHS: Steve Suddreth, Andrea Peraz, Lori Walter, Angie Hazelwood, Teresa Hogue, Rebekah Ward, Jeremy Lacy; Agnew: Andrew Folk; McDonald: Ebony Leach; New: Anita Cabral, John Christiansen, Bobby Riggs, Brannon Self, Virgil Blasingame, Amy Wallace, Kevin Windham; Vanston: Jackie Cook, Eryn Eggett; All-Area Band - TMEA, NMHS - Cyril Joseph; Academic Decathlon - NMHS: Todd Shipley, Varsity Division - First Place, Speech; Chris Hoffman, Scholastic Division, 2nd Place, Overall; 3rd Place, Language/Literature; 1st Place, Social Studies, 2nd Place, Interview

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REPORTS OF THE SUPERINTENDENT

It was moved by Dr. Tanamachi and seconded by Mrs. Vandiver to approve the monthly financial report and the monthly tax report. Motion approved: Yeas: Mrs. Mackey, Mrs. Vandiver, Messrs. Finley, Smith, Stroud, Larsen, and Dr. Tanamachi. Nays: None.

It was moved by Mr. Smith and seconded by Mr. Larsen to amend the revised 1987 and 1988 tax rolls. Motion approved: Yeas: Mrs. Mackey, Mrs. Vandiver, Messrs. Finley, Smith, Stroud, Larsen, and Dr. Tanamachi. Nays: None.

It was moved by Mr. Larsen and seconded by Mrs. Vandiver to set the date of Saturday, May 6, 1989, for the school trustee election, approve the order and notice, approve the absentee voting procedure, judges and clerks, and set the date for canvassing the returns for Monday, May 8, 1989. Motion approved: Yeas: Mrs. Mackey, Mrs. Vandiver, Messrs. Finley, Smith, Stroud, Larsen, and Dr. Tanamachi. Nays: None. Mr. Larsen, Place 1, announced that he will not seek re-election, and Dr. Tanamachi, Place 2, announced that he will seek re-election. All board members have completed the hours of training required by law.

It was moved by Mr. Finley and seconded by Mr. Stroud to approve the tax abatement application of Gulf States Toyota, Inc., contingent upon approval by the City of Mesquite. Motion approved: Yeas: Mrs. Mackey, Mrs. Vandiver, Messrs. Finley, Smith, Stroud, Larsen, and Dr. Tanamachi. Nays: None.

It was moved by Mrs. Vandiver and seconded by Mr. Larsen to approve the Summer School program for 1989. Motion approved: Yeas: Mrs. Mackey, Mrs. Vandiver, Messrs. Finley, Smith, Stroud, Larsen, and Dr. Tanamachi. Nays: None.

It was moved by Mr. Finley and seconded by Mr. Smith to authorize the request to the Texas Education Agency for a waiver of class size requirement for gradea three and four for the 1989 spring semester. Motion approved: Yeas: Mrs. Mackey, Mrs. Vandiver, Messrs. Finley, Smith, Stroud, Larsen, and Dr. Tanamachi. Nays: None.

It was moved by Dr. Tanamachi and seconded by Mr. Stroud to approve the 1988-89 school calendar adjustments, with makeup days on Saturday, April 1st and Monday May 29 (Memorial Day Holiday), and authorize a request to the Commissioner of Education to waiver one day of emergency closing of school due to gas curtailment, and if request is denied to authorize the administration to choose the make-up day most feasible. Motion approved: Yeas: Mrs. Mackey, Mrs. Vandiver, Messrs. Finley, Smith, Stroud, Larsen, and Dr. Tanamachi. Nays: None.

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It was moved by Mr. Smith and seconded by Mrs. Vandiver to approve the Sunnyvale Independent School District contract for students grades 9 through 12 to attend North Mesquite High School and Potest High School in 1989-90, with the agreement that Sunnyvale pay its prorated share of debt service, capital outlay, and tuition as in previous years. Motion approved: Yeas: Mrs. Mackey, Mrs. Vandiver, Messrs. Finley, Smith, Stroud, Larsen, and Dr. Tanamachi. Nays: None.

It was moved by Mr. Larsen and seconded by Mrs. Vandiver to approve a resolution designating March as "Wellness Month." Motion approved: Yeas: Mrs. Mackey, Mrs. Vandiver, Messrs. Finley, Smith, Stroud, Larsen, and Dr. Tanamachi. Nays: None.

It was moved by Mr. Stroud and seconded by Mr. Finley to award the construction of 30 single classroom units to Sentry Construction Company, for their bid of \$817,275 to be constructed in 135 calendar days. Motion approved: Yeas: Mrs. Mackey, Mrs. Vandiver, Messrs. Finley, Smith, Stroud, Larsen, and Dr. Tanamachi. Nays: None.

The board went into executive session (Section 2(g) of Article 6252-17).

The board reconvened in open session.

It was moved by Mr. Larsen and seconded by Mr. Finley to accept the resignations of Pam Taylor, Marcella Hicks, Lisa Mehlenbacker, Kathleen Kirchoff, and Cheryl Thanos, and elect the following as replacements on probationary contracts for the remainder of the 1988-89 school year: Elissa Marie Beckham, Carece Anne Carter, Cheri Lynn Grooms, Jana Lynn Hazelip, and Carolyn Ann Hinkle, and to also elect the following new personnel on probationary contracts for the remainder of the 1988-89 school year: Rebecca Lynn Murdock, Gary Wayne Johnson, and Ronald Edward Mays. Motion approved: Yeas: Mrs. Mackey, Mrs. Vandiver, Messrs. Finley, Smith, Stroud, Larsen, and Dr. Tanamachi. Nays: None.

It was moved by Dr. Tanamachi and seconded by Mr. Smith to elect the following personnel on three-year contracts, beginning July 1, 1989 through June 30, 1992, or September 1, 1989 through August 31, 1992, respectfully: Assistant Superintendents: Dr. Don Woolley, Personnel, Jack Hicks, Business and Dr. James Terry, Instruction; Instructional Officers: Dr. Robert Murdock, Elementary Education, Dr. Wayne Shamblin, Secondary Education, Don Achziger, Curriculum Development, and Dr. Jan Ramsey, Special Programs; Administrative Officers: Charles Qualls, Athletics, Virgil Dean, Planning & Development, Harold Harvey, Business Management, Marlene Saunders, Food Service,

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Denny Day, Transportation, Joe Walker, Maintenance, Larry Brown, Purchasing-Operations, and Thomas Hinton, Technical Services; Principals: Dr. Gayle Owen, Waldon Hogan, Denise Kutch, Nancy Frehner, Aubrey Perry, Cathy Rideout, Robert Wilson, R. T. Luce, Dr. William Safzik, Howard Payne, Dr. Richard Haverkamp, James Mitchell, Alane Malone, Juanita Cross, Tim Strobel, Wilburn Nichols, Jean Stuart, Orville Pinson, Mary Lee McCoy, Larry Benningfield, Frank Brooks, Cathy Tanton, Bill Porter, James Maines, Michael Coffey, Dr. David Allred, Harold Thompson, Sid Hudson, and Michael Eddy, and to re-elect Mickey Delamar as head coach at Mesquite High School on a two-year contract, beginning July 1, 1989 through June 30, 1991. Motion approved: Yea: Mrs. Mackey, Mrs. Vandiver, Messrs. Finley, Smith, Stroud, Larsen, and Dr. Tanamachi. Nays: None.

It was moved by Mr. Finley and seconded by Mrs. Vandiver to elect Ronnie Pardun as principal at North Mesquite High School on a three-year contract, beginning July 1, 1989 through June 30, 1992. Motion approved: Yea: Mrs. Mackey, Mrs. Vandiver, Messrs. Finley, Smith, Stroud, Larsen, and Dr. Tanamachi. Nays: None.

It was moved by Mr. Larsen and seconded by Mrs. Vandiver to elect Troy Miller as head coach at West Mesquite High School with a contract for the remainder of the 1988-89 school year, and a two-year contract beginning July 1, 1989 through June 30, 1991. Motion approved: Yea: Mrs. Mackey, Mrs. Vandiver, Messrs. Finley, Smith, Stroud, Larsen, and Dr. Tanamachi. Nays: None.

It was moved by Mr. Stroud and seconded by Mr. Larsen to adjourn the meeting. Motion approved: Yea: Mrs. Mackey, Mrs. Vandiver, Messrs. Finley, Smith, Stroud, Larsen, and Dr. Tanamachi. Nays: None.

The meeting was adjourned at 9:15 p.m.

EXHIBIT "D"

MINUTES OF THE REGULAR MEETING
BOARD OF TRUSTEES
DALLAS COUNTY COMMUNITY COLLEGE DISTRICT
TUESDAY, APRIL 11, 1989 - 4:00 P.M.

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PRESIDING: Dr. Robert A. Bettis

PRESENT: Mr. Don Buchholz
Mr. Jerry Gilmore
Mr. J. D. Hall
Mr. Ken Pace
Mr. James W. Smith

The Board of Trustees of the Dallas County Community College District held its regular meeting in the Board Room of the District Offices, Fourth Floor, 701 Elm Street. Mrs. Pattie Powell was not present.

INVOCATION

The invocation was given by Mr. Jerry Gilmore.

CERTIFICATION OF POSTING OF THE NOTICE OF THE MEETING

CERTIFICATION OF POSTING OF NOTICE TO APRIL 11, 1989
MEETING OF DCCCD BOARD OF TRUSTEES

RETURN

I, Lawrence Worley Tyree, Secretary of the Board of Trustees of the Dallas County Community College District, do certify that a copy of this notice was posted on the 6th day of April, 1989, in a place convenient to the public in the Administrative Office of the District, and a copy of this notice was furnished on the 6th day of April, 1989, to Earl Bullock, County Clerk of Dallas County, Texas for posting by him on the bulletin board at the Dallas County Courthouse, all as required by Article 6252-17-Sec. 3A.

Given under my hand this 6th day of April, 1989.

/s/
Lawrence Worley Tyree, Secretary

CITIZENS DESIRING TO APPEAR BEFORE THE BOARD

Mr. Gilbert Flores, a DCCCD employee formerly at El Centro College and now at the Job Training Center, introduced himself as a guest of Mr. J. D. Hall. Mr. Flores has worked for the DCCCD for six months, having just returned prior to then from Seoul, Korea, where he was an Olympic silver medalist in team handball. He is also a Rhodes scholar. His message to the trustees was that he hopes to emphasize academic as well as physical excellence.

INFORMATIVE REPORTS

The following Informative Reports were presented to the Board:
1. Report on Enrollment (Exhibit 1)

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April 11, 1989
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2. Receipt of Award by the DCCC District (Exhibit 2)
3. Progress Report on Construction Projects (3-29-89) (Exhibit 3)

Exhibits 1, 2, and 3 attached hereto and made a part hereof and incorporated herein as though fully set out herein.

The Chancellor introduced Mr. Martin R. Hernandez, Jr., a sophomore student at Richland, and, one of 241 nominees for the AACJC and Phi Theta Kappa Outstanding Student Scholar Award. Mr. Hernandez was recently recognized at the AACJC Convention as one of ten finalists, and Dr. Bettis presented him with a plaque on behalf of the DCCC's trustees honoring him.

The Chancellor also introduced Mr. Larry Polk, counselor and sponsor of Phi Theta Kappa at Richland, who placed Mr. Hernandez' name in nomination for this award.

Dr. Bettis recognized Mr. Ted Hughes who was recently named NCCBO's Regional Outstanding Business Officer.

CONSENT AGENDA

A motion was made by Mr. Smith and seconded by Mr. Hall to approve all the items listed under the Consent Agenda. Motion passed with a unanimous vote. (See Exhibits 4 through 15 attached hereto and made a part hereof and incorporated herein as though fully set out herein.)

INDIVIDUAL ITEMS

Policy Report No. 16 Approval of Trustee Travel

A motion was made by Mr. Gilmore and seconded by Mr. Buchholz to approve Policy Report No. 16. Motion passed with a unanimous vote. (See Exhibit 16 attached hereto and made a part hereof and incorporated herein as though fully set out herein.)

Policy Report No. 17 Approval of Calendar of Regular Meetings

A motion was made by Mr. Smith and seconded by Mr. Pace to approve Policy Report No. 17. Motion passed with a unanimous vote. (See Exhibit 17 attached hereto and made a part hereof and incorporated herein as though fully set out herein.)

Financial Report No. 18 Approval of Adjustments to the Budget for Fiscal Year 1988-89

A motion was made by Mr. Hall and seconded by Mr. Gilmore to approve Financial Report No. 18. Motion passed with a unanimous vote. (See Exhibit 18 attached hereto and made a part hereof and incorporated herein as though

Board of Trustees Meeting Minutes
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fully set out herein.)

Financial Report No. 19
Consideration of City of Mesquite Tax Abatement Agreement with Gulf
States Toyota, Inc.

In response to Mr. Buchholz' question of what happens when the DCCCD does not approve a request for abatement, Mr. Young answered that the value of the property in question is frozen for twice the length of time the taxes are abated. Mr. Gilmore asked that the trustees be informed any time a request for abatement, including notice there will be a request, is received. He also asked to be informed about how to reverse earlier approvals of abatements and whether or not this might be construed as pressure upon a company to act. Dr. Bettis asked that the DCCCD take the lead in introducing legislation that would give the District an effective choice in such matters.

A motion was made by Mr. Gilmore and seconded by Mr. Buchholz to approve Financial Report No. 19. Motion passed with a unanimous vote. (See Exhibit 19 attached hereto and made a part hereof and incorporated herein as though fully set out herein.)

Financial Report No. 20
Approval of Contract with Wiss, Janney, Elstner Associates, Inc.

A motion was made by Mr. Smith and seconded by Mr. Hall to approve Financial Report No. 20. Motion passed with a unanimous vote. (See Exhibit 20 attached hereto and made a part hereof and incorporated herein as though fully set out herein.)

Financial Report No. 21
Approval of Contract with Meneese Art Consulting Gallery & Framing

A motion was made by Mr. Gilmore and seconded by Mr. Buchholz to approve Financial Report No. 21. Motion passed with a unanimous vote. (See Exhibit 21 attached hereto and made a part hereof and incorporated herein as though fully set out herein.)

Financial Report No. 22
Consideration of Bids

A motion was made by Mr. Gilmore and seconded by Mr. Buchholz to approve the bids listed in Exhibit 22. Motion passed with a unanimous vote. (Exhibit No. 22 attached hereto and made a part hereof and incorporated herein as though fully set out herein.)

SPECIAL REPORTS FROM THE CHANCELLOR

A brief report on use of the PLATO system at North Lake College was given by Dr. Jim Horton, Mr. Mike Reynolds, and two representatives

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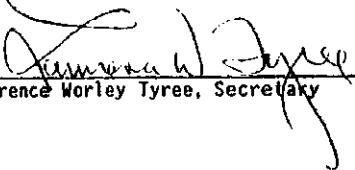
from Control Data. Mr. Pace also informed the trustees about his experience with the PLATO system at Eastfield.

The Chancellor invited everyone attending the Board meeting to a reception honoring fourteen DCCCD faculty members from 6:00-7:30 p.m. at the City Club. These faculty members each contributed to Out of Dallas, a collection of short stories published by the University of North Texas Press with support from a DCCCD Foundation, Inc. grant.

The Chancellor asked trustees to be available for a work session immediately following the May 2 Board meeting. The subject will be an update on planning, which includes work on institutional effectiveness. Mr. Buchholz announced there will also be a PAC meeting following the regular Board meeting.

ADJOURNMENT

No further business to come before the Board, the meeting was adjourned at 5:00 p.m.



Lawrence Worley Tyree, Secretary

Exhibit "E"

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PARKLAND

PARKLAND MEMORIAL HOSPITAL
DALLAS COUNTY HOSPITAL DISTRICT
1201 HARRY HINES BOULEVARD
DALLAS, TEXAS 75235
TELEPHONE 214/500 8011
FAX 214/500 8096

I certify that the attached excerpt is a true and accurate reproduction of the original document as approved by the Board of Managers at their regular monthly meeting on March 28, 1989.

Linda S. Riordan
Linda S. Riordan

6-2-89
Date

Notary in and for the
State of Texas

My commission expires: 4-29-90

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anticipated. Inpatient admissions and patient days have increased slightly over last year, however they are below budget levels for this year.

- Total paid employees have decreased to 4,709 for February operations. This is 91 FTE's over budget - but 70 FTE's less than the peak which was reached in December.
- Operating revenue and net patient revenues are basically at budget levels through February operations. However, other operating revenue continues to lag behind budget due to a less than anticipated utilization of the new parking garage, while non-operating revenue is \$620 thousand over budget as a result of higher interest rates.
- Salaries and wages expenses continue to show unfavorable budget variances for February operations and year to date. However, the initiatives to reduce the salary increases over budget are taking effect and they have plateaued at \$100 thousand over budget on a monthly basis. Additional measures are being taken which should further reduce the monthly overage.
- Employee benefits are over budget \$130 thousand year to date. Supplemental retirement expenses, although higher than anticipated, are partially offset by a reduction in group health claims, reducing the required funding to the health plan.
- Other operating expense categories are within budget level for the month of February and year to date.
- The above factors contributed to a \$109 thousand excess revenue over expenses from February operations, and \$219 thousand year to date.

Mr. Lovvorn also presented the following recommendations from the Committee:

- Approval of tax abatement agreement that the City of Mesquite has entered into with Gulf States Toyota, Inc. pursuant to Chapter 312 of the Texas Property Tax Code, reducing the value of the improvements to be constructed by 20% for three years beginning on January 1, 1989.
- Approval of Bell County Health Facilities Development Corporation's proposal to issue revenue bonds to finance the construction of an 84-bed residential treatment facility for alcohol/substance abuse.

It was noted that because the facility will be located within the jurisdiction of the Dallas County Hospital

District (Wilmer), the law requires the corporation to obtain the consent of the Board of Managers to construct the health facility.

- Approval to accept standardization on several different types of Olympus equipment.

Following discussion, it was moved, seconded and unanimously passed to approve the recommendations of the Budget & Finance Committee as presented by Committee Chairman Lovvorn.

2. It was moved, seconded and unanimously passed to approve the minutes of the Budget and Finance Committee meeting of February 28, 1989.

B. Audit Sub-Committee

1. Committee Chairman Lamar Lovvorn reported on the Audit Sub-Committee meeting of March 28, 1989, which included the following recommendation:

- Approval to request the Dallas County Commissioners' Court to consider an exception to the policy of changing auditors at the end of five years and extend the engagement of Ernst & Whinney for at least one year.

It was moved, seconded and unanimously passed to approve the recommendation of the Audit Sub-Committee as presented by Committee Chairman Lovvorn. Additionally, staff was directed to contact the Court and request that this item be placed on the Court's briefing agenda as early as possible.

C. Long Range Planning Committee

1. Committee Chair Ann Margolin reported on the Long Range Planning Committee meeting of March 28, 1989, which included a staff presentation of the five-year strategic plan for the neonatal and pediatric services at Parkland prepared by the Pediatric Resource Group. She noted that the Committee was awaiting receipt of budget information and other outstanding questions before taking formal action.

Mrs. Margolin also presented the following recommendation from the Committee:

- Approval to execute the University Medical Center at Dallas Association Agreement.

She noted that agreement was an important milestone in the development of the Medical Center concept. The association will provide an excellent forum to review and participate in campus wide programs. The primary goal of the association is to inform the public of the