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RESOLUTION NO. 47-90

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, AND AT & T, 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, and AT & T, establishing a Reinvestment Zone in the City of Mesquite, Texas, and entering into a commercial/industrial tax abatement agreement with AT & T, 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 PASSED AND APPROVED by the City Council of the City of Mesquite, Texas, on the 1st day of October, 1990.


George A. Venner, Sr.
Mayor

ATTEST:


Lynn Prugel
City Secretary

APPROVED:


B.J. Smith
City Attorney

Will need to renumber
pg after 46 90 is
ready.

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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); Mesquite Independent School District duly acting herein by and through its Board President, (hereinafter referred to as MISD); and AT & T, duly acting by and through its Vice President, Manufacturing (hereinafter referred to as OWNER).

WITNESSETH:

WHEREAS, on the 20th day of November, 1989, the City Council of the City of Mesquite, Texas, passed Ordinance No. 2643 establishing Reinvestment Zone No. Three, 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 MISD, 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. Three in accordance with the purposes 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;

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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 complete its expansion project on the PREMISES (hereinafter referred to as IMPROVEMENTS) with a total investment of four million, nine hundred thousand dollars (\$4,900,000), and a net increase of at least two million (\$2,000,000) dollars in taxable value and substantially complete same on or about December 1990; provided, that OWNER shall have such additional time to complete the IMPROVEMENTS as may be required in the event of a "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 AT & T Dallas Works.

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 MISD 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 Agreement, then this Agreement shall be default. In the event that the OWNER defaults in its performance of (1), (2) or (3) above, then the CITY or MISD 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 MISD. Notice shall be in writing and shall be delivered by personal delivery or certified mail to the AT & T Manufacturing Vice President, 3000 Skyline Drive, Mesquite, Texas. As liquidated damages in the event of default, all taxes which otherwise would have been paid to the CITY and MISD 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 MISD and shall be due, owing and paid to the CITY and MISD within sixty (60) days of the expiration of the above-mentioned applicable cure period.

5. The CITY and the MISD 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 MISD, which permission shall be at the sole discretion of the CITY and MISD.

7. It is understood and agreed between the parties that the OWNER, in performing its obligations hereunder, is acting independently, and the CITY and MISD 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 MISD, 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 MISD shall have the continuing right to inspect the PREMISES to insure that the PREMISES are thereafter maintained and operated in accordance with this Agreement.

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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 MISD, a portion of ad valorem real property taxes from the PREMISES otherwise owed to the CITY and MISD shall be abated. Said abatement shall be an amount equal to thirty percent (30%) 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 six (6) years beginning January 1, 1991.

10. This Agreement was authorized by Resolution No. 47-90 of the City Council at its meeting on the 1st day of October, 1990, 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 15th day of October, 1990, 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".

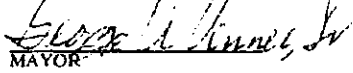
12. This shall constitute a valid and binding Agreement between the CITY and AT & T, when executed in accordance herewith, regardless of whether MISD executes this Agreement. If MISD executes this Agreement, this shall constitute a valid and binding Agreement between MISD and AT & T, when executed on behalf of said parties, for the abatement of MISD'S taxes in accordance therewith.

The Agreement is performable in Dallas County, Texas, witness our hands this 15th day of October, 1990.

ATTEST:


CITY SECRETARY

CITY OF MESQUITE, TEXAS


MAYOR

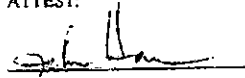
APPROVED AS TO FORM:


CITY ATTORNEY

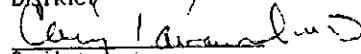
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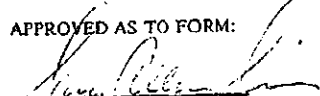
ATTEST:



MESQUITE INDEPENDENT SCHOOL
DISTRICT


President

APPROVED AS TO FORM:


ATTORNEY FOR
MESQUITE INDEPENDENT
SCHOOL DISTRICT

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ATTEST:

AT & T

Walter B. Taylor

DIRECTOR, MANUFACTURING

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EXHIBIT "A"

BEING a tract of land situated in the Daniel Tanner League, Abstract No. 1462, City of Mesquite, Dallas County, Texas, and being part of a 739.218 acre tract described as Tract No. 1 in Deed dated May 29, 1959 from W. P. Luse to Caroline Hunt Trust Estate, recorded in Volume 5122, Page 195 Dallas County Deed Records, and being more particularly described as follows:

BEGINNING at the northeast corner of the intersection of Town East Boulevard (a 100' R.O.W.), and the Texas and Pacific Railroad (a 200' R.O.W.), an iron stake set for corner;

THENCE N11°13'E with the easterly line of said Town East Boulevard, 1094.48' to the beginning of a curve to the left, having a radius of 700.0' and a central angle of 24°44', an iron stake set for corner;

THENCE in a northerly direction with the easterly line of Town East Boulevard and around said curve, 302.17' to the end of said curve, said point being on the southerly line of Skyline Drive (a 120' R.O.W.), an iron stake set for corner;

THENCE N71°40'E with the southerly line of said Skyline Drive, 206.42' to the beginning of a curve to the right, having a radius of 540.0' and a central angle of 32°07', and iron stake set for corner;

THENCE in an easterly direction with the southerly line of Skyline Drive and around said curve, 302.69' to the end of said curve, and iron stake set for corner;

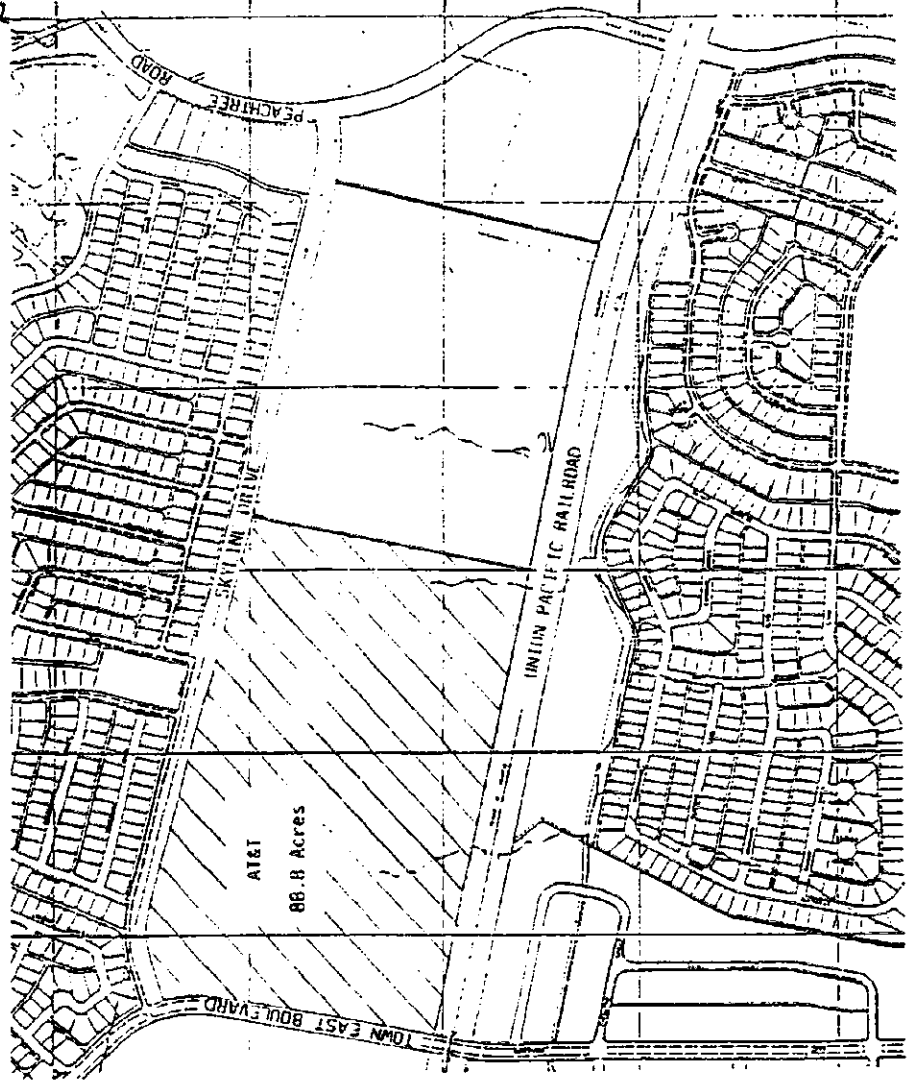
THENCE S76°13'E with the southerly line of Skyline Drive, existing and proposed, passing the existing east end of the present dedicated Skyline Drive at 1397.0' and continuing along the southerly line of Skyline Drive as proposed, a total distance of 2150.72' to a point for a corner;

THENCE S11°13'W, 1462.50' to a point in the northerly line of the aforementioned Texas and Pacific Railroad (a 200' R.O.W.), for a corner;

THENCE N78°47'W and continuing along the northerly line of said Railroad Right-of-Way, 2554.42' to the place of beginning and containing 88.8 acres of land.

EXHIBIT "B"

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Burton, Dolly DeLaGarza, Cynthia Donnell, Robin Edington, Allen Hope, Shelley McLeckie, Mary Schmitz, and Sandra Williams. Motion approved: Yeas: Dr. Tanamachi, Mrs. Vandiver, Mrs. Mackey, Mrs. Perry, and Messrs. Smith, Finley, and Stroud. Nays: None.

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

The meeting was adjourned at 10:10 p.m.

Approved: Cary Tanamachi

Cary Tanamachi, M.D.

Cary Tanamachi, M.D., President

Beverly Vandiver

Beverly Vandiver, Secretary

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 October 15, 1990, in the Curriculum Building, 405 East Davis Street, Mesquite, Texas.

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

Absent: None

The invocation was given by Mrs. Mackey.

APPROVAL OF MINUTES

It was moved by Mr. Stroud and seconded by Mrs. Smith that the minutes of the **September 10, 1990** (Regular) meeting be approved. Motion approved: Yeas: Dr. Tanamachi, Mrs. Vandiver, Mrs. Mackey, Mrs. Perry, and Messrs. Smith, Finley, and Stroud. Nays: None.

GUESTS OF THE BOARD

Proclamations were presented to the presidents of the high school student councils as follows: Greg Vaughn, MHS; Denea Williams, NMHS; Robin Johnson, PHS; and Dana Fagner, WMHS, and paperweights were presented to their respective sponsors.

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The following Apple Corps honorees were presented: Jean Gafford, Hanby Elementary; Janet Sonnenburg, Motley Elementary; and Jo Ann Cross, MHS.

AUDIENCE

Mr. Frank Adams, MHS parent, appeared before the board concerning student unrest at Mesquite High School.

REPORTS OF THE SUPERINTENDENT

It was moved by Mr. Stroud and seconded by Mrs. Vandiver to approve the monthly financial report, the monthly tax report, and to amend the 1989 and 1990 tax rolls. Motion approved: Yeas: Dr. Tanamachi, Mrs. Vandiver, Mrs. Mackey, Mrs. Perry, and Messrs. Smith, Finley, and Stroud. Nays: None.

It was moved by Mr. Smith and seconded by Mrs. Perry to approve the final printing of the 1990-91 school budget. Motion approved: Yeas: Dr. Tanamachi, Mrs. Vandiver, Mrs. Mackey, Mrs. Perry, and Messrs. Smith, Finley, and Stroud. Nays: None.

It was moved by Mr. Finley and seconded by Mrs. Vandiver to approve the tax abatement request of AT&T as approved by the City of Mesquite. Motion approved: Yeas: Dr. Tanamachi, Mrs. Vandiver, Mrs. Mackey, Mrs. Perry, and Messrs. Smith, Finley, and Stroud. Nays: None.

Dr. Horn gave the board a report on Judge F. Scott McCown's school finance decision.

Dr. Horn also gave the board a report on the district's merit scholars.

It was moved by Mr. Finley and seconded by Mr. Stroud to appoint the following to serve on the Textbook Committee for 1990-91: Dr. John Horn, Chairman, Richard Armand, Susan Arnold, Jon Banks, Sandra Cain, Roberta Cobb, Karen Flowers, Kay Glore, Larry Horne, Ed Johnson, Marlene O'Connor, Judy Rollins, Betty Spence, Fran Terry, and Gary Watson. Motion approved: Yeas: Dr. Tanamachi, Mrs. Vandiver, Mrs. Mackey, Mrs. Perry, and Messrs. Smith, Finley, and Stroud. Nays: None.

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

A discussion was held concerning the board's self-evaluation and goal-setting session.

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It was moved by Mr. Finley and seconded by Mrs. Mackey to award the contract for the communications tower accessory building to Rhode Construction Company, for the base bid of \$712,000, to be constructed in 180 calendar days. Motion approved: Yeas: Dr. Tanamachi, Mrs. Vandiver, Mrs. Mackey, Mrs. Perry, and Messrs. Smith, Finley, and Stroud. 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 Mrs. Mackey and seconded by Mr. Smith to accept resignations from Charles Weeks, Billie Nicholson, Rosemary Massingale, Robin Marriott, and Karen Cuellar, and elect the following replacements and new professional personnel on probationary contracts for the remainder of the 1990-91 school year: Sandra Birdwell, John Ferguson, Jojuan Gardner, Katherine Green, Barbara Hunter, Patsy Schaumburg, Rose Schroeder, and Eileen Simon. Motion approved: Yeas: Dr. Tanamachi, Mrs. Vandiver, Mrs. Mackey, Mrs. Perry, and Messrs. Smith, Finley, and Stroud. Nays: None.

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

The meeting was adjourned at 8:40 p.m.

Approved: November 12, 1990

Cary Tanamachi
Cary Tanamachi, M.D., President

Beverly Vandiver
Beverly Vandiver, Secretary

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 November 12, 1990, in the Curriculum Building, 405 East Davis Street, Mesquite, Texas.

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

Absent: None

The invocation was given by Mr. Stroud.