



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		11/26/12		
Department:		Budget & Research		
Department Head		Karen Rhodes-Whitley		
Agenda Coordinator (include phone #): <b>Janette Weedon (7146)</b>				
<b>CAPTION</b>				
A Resolution of the City Council of the City of Plano, Texas, approving a contract with David McCall of Gay, McCall, Isaacks, Gordon & Roberts, P.C. to provide collection of delinquent taxes for the City of Plano; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2012-13</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	<b>0</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	0	<b>0</b>
BALANCE	0	0	0	<b>0</b>
<b>FUND(S):     GENERAL FUND</b>				
<b>COMMENTS:</b> This item has no fiscal impact.				
STRATEGIC PLAN GOAL: Approving the resolution relates to the City's Goal of Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
Contract for the collection of delinquent taxes.				
List of Supporting Documents: Contract for the Collection of Delinquent Taxes - Exhibit A			Other Departments, Boards, Commissions or Agencies	

Law Offices  
**Gay, McCall, Isaacks, Gordon & Roberts**

A Professional Corporation  
Attorneys and Counselors  
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Plano, Texas 75074  
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^BOARD CERTIFIED – CIVIL TRIAL LAW  
TEXAS BOARD OF LEGAL SPECIALIZATION  
+ATTORNEY – MEDIATOR

October 30, 2012

RECEIVED

NOV 02 2012

 CITY MANAGERS OFFICE

Mr. Bruce D. Glasscock, City Manager  
City of Plano  
P.O. Box 860358  
Plano, Texas 75086

RE: ***Contract for the Collection of Delinquent Taxes for the City of Plano***

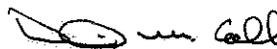
Dear Mr. Glasscock:

It has been the privilege of our firm to represent the City of Plano over the past several years in its collections of delinquent ad valorem taxes. Together with the collection of delinquent taxes for the City of Plano, our firm also represents the City of Allen, Allen Independent School District, Plano Independent School District, City of McKinney, McKinney Independent School District, City of Farmersville, Farmersville Independent School District, Wylie Independent School District, Prosper Independent School District as well as Collin County and the Collin County Community College with many other smaller cities within Collin County.

The existing contract has expired and we would very much like to continue the efforts on behalf of the City of Plano. Attached please find three executed originals of the Contract for the Collection of Delinquent taxes for the City of Plano. Upon execution, please return a conformed copy to our office in the enclosed envelope provided and/or please advise if the administration or its council have any questions and I will be happy to answer or appear before.

Your kind assistance in this matter is much appreciated.

Sincerely,



David McCall

DBM/smc

**A Resolution of the City Council of the City of Plano, Texas, approving a contract with David McCall of Gay, McCall, Isaacks, Gordon & Roberts, P.C. to provide collection of delinquent taxes for the City of Plano; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.**

**WHEREAS**, the City is in need of the services of an attorney to collect delinquent taxes, penalties and interest by suit or owing to the City of Plano; and

**WHEREAS**, the Council finds that David McCall is qualified to represent the City in the collection of delinquent tax accounts and has previously provided such services to the City.

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

**Section I.** The City Council approves of the contract, attached as Exhibit "A", with David McCall of Gay, McCall, Isaacks, Gordon & Roberts, P.C. for the collection of delinquent tax accounts, including filing suit when necessary.

**Section II.** The City Manager or his authorized designee is hereby authorized to execute the attached contract and all other documents in connection therewith on behalf of the City of Plano.

**Section III.** This Resolution shall become effective immediately upon its passage.

**DULY PASSED AND APPROVED** this the 26<sup>th</sup> day of November, 2012.

\_\_\_\_\_  
Phil Dyer, MAYOR

ATTEST:

\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY

**CONTRACT FOR THE COLLECTION  
OF DELINQUENT TAXES**

THE STATE OF TEXAS     §  
                                   §  
COUNTY OF COLLIN     §

This Contract is made and entered into by and between the CITY OF PLANO , TEXAS, a political subdivision of the State of Texas, acting by and through its governing body, hereinafter called "First Party", and David McCall, of Gay, McCall, Isaacks, Gordon & Roberts, P.C., Plano, Texas, hereinafter called "Second Party".

I.

First Party agrees to employ and does hereby employ Second Party to enforce by suit or otherwise the collection of all delinquent taxes, penalty and interest owing to First Party which the First Party's Tax Assessor-Collector refers to Second Party, provided current year taxes becoming delinquent within the period of this contract shall become subject to its terms upon the following conditions:

- A. Taxes that become delinquent during the term of this contract that are not delinquent for any prior years become subject to the terms of this contract on the 1st day of July of the year in which they become delinquent; and
- B. Taxes on tangible personal property that become delinquent during the term of this contract that are not delinquent for any prior years become subject to the terms of this contract on the 1st day of April of the year in which they become delinquent; and
- C. First Party reserves the right to make the final decision as to whether or not to enforce by suit any delinquent tax account turned over to Second Party for collection.

II.

Second Party is to call to the attention of the collector or other officials, any errors, double assessments or other discrepancies coming under his observation during the progress of the work and

is to intervene on behalf of the First Party in all suits for taxes hereafter filed by any taxing unit on property located within its taxing jurisdiction.

### III.

Second Party agrees to make progress reports to the First Party upon request Second Party agrees to advise First Party of all cases where investigation reveals taxpayers to be financially unable to pay their delinquent taxes.

### IV.

First Party agrees to pay to Second Party as compensation for services required hereunder twenty (20%) percent of the total amount of all delinquent taxes, penalty and interest of the years covered by this contract which shall be paid to Second Party in the following manner:

PERSONAL PROPERTY: Twenty (20%) percent of the total amount of all delinquent taxes, penalty and interest which are actually collected and paid to First Party's Collector of Taxes; such compensation shall become the property of the Second Party at the time such delinquent taxes, penalty and interest are actually paid to First Party's Collector of Taxes.

REAL PROPERTY: Twenty (20%) percent of the total amount of all delinquent taxes, penalty and interest which are actually collected and paid to First Party's Collector of Taxes by the taxpayer or the result of a forced sale of such real estate; such compensation shall become the property of the Second Party at the time such delinquent taxes, penalty and interest are actually paid to First Party's Collector of Taxes whether voluntarily by the taxpayer or from the proceeds of a forced sale, whichever occurs first.

Other taxes, including current taxes, which are turned over to Second Party by the First Party's Collector of Taxes because of the necessity for filing claims in bankruptcy actions or for any other reason, become subject to the terms of this contract at the time they are turned over to the Second Party and Second Party is entitled to twenty (20%) percent of any amounts actually received by the First Party.

Said Collector of Taxes shall pay over said compensation to Second Party monthly by check. In the event suit is necessary to collect any of the delinquent taxes, penalty and interest covered by this contract, Second Party agrees to recover as attorney's fees on behalf of First Party, twenty (20%) percent of all such delinquent taxes, penalty and interest or the additional penalty authorized by Section 33.07 of the Texas Property Tax Code as applicable.

V.

First Party agrees to furnish to Second Party all data and information in its possession as to the name, identity and location of necessary parties and the legal description of the property necessary to the filing of any suit for taxes and to pay any expenses incurred in obtaining same. Second Party agrees to recover on behalf of First Party any such expenses so incurred in any suit for collection of such taxes to the extent provided by law.

VI.

This contract will commence on the 31<sup>ST</sup> day of December, 2012, and shall end on the 31<sup>ST</sup> day of December, 2015 ; after which time the agreement shall continue to be in effect, either party may terminate this agreement upon (ninety) 90 days written notice of their desire and intention to terminate said agreement after the 31st day of December, 2015; and further provided that Second Party shall have an additional six (6) months to reduce to judgment all tax suits filed prior to the date this agreement shall become terminated.

In consideration of the terms and compensation herein stated, Second Party hereby accepts said employment and undertakes the performance of this contract as above written.

This contract is executed on behalf of First Party by the presiding officer of its governing body, who is authorized to execute this instrument by order heretofore passed and duly recorded in its minutes.

WITNESS the signatures of all parties hereto in duplicate originals, on this 30<sup>th</sup> day of October, 2012, in Collin County, Texas.

CITY OF PLANO , TEXAS

BY: \_\_\_\_\_  
BRUCE D. GLASSCOCK  
CITY MANAGER

GAY, McCALL, ISAACKS, GORDON & ROBERTS, P.C.

BY:   
DAVID McCALL

THE STATE OF TEXAS   §  
                                  §  
COUNTY OF COLLIN   §

I, DAVID McCALL, a duly licensed attorney, do certify that I have no business connection with any CITY OF PLANO office or any officer within the CITY OF PLANO and that I am not related within the second degree of affinity or within the third degree of consanguinity to any member of the CITY OF PLANO board now holding office in the CITY OF PLANO .

*David McCall*  
DAVID McCALL

SUBSCRIBED AND SWORN TO before me by the said DAVID McCALL, on this 30<sup>th</sup> day of October, 2012 to certify which, witness my hand and seal of office.

*Elisa Heard*  
Notary Public, State of Texas

