



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		12/20/2011		
Department:		Planning		
Department Head		P. Jarrell		
Agenda Coordinator (include phone #): T. Stuckey - 7156				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an agreement by and between the City of Plano, Texas and Prescott Realty Group, to provide an exclusive period for the negotiation of a development agreement for the redevelopment of 4.6± acres located at the northwest corner of Park Boulevard and K Avenue in the City of Plano; authorizing its execution by the City Manager or his authorized designee; and providing an effective date. (RFQ No. 2011-286-B)				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2011-12	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	10,874,546	0	10,874,546
Encumbered/Expended Amount	0	0	0	0
This Item	0	-35,000		-35,000
BALANCE	0	10,839,546	0	10,839,546
FUND(S): TIF-EAST SIDE				
COMMENTS - Funds are included in the FY 2011-12 TIF East Side fund balance. This item in the amount of \$35,000 will leave a FY 2011-12 ending fund balance of \$10,839,546 in the TIF East Side fund.				
STRATEGIC PLAN GOAL – Passage of the Resolution relates to the City's Goal of Partnering for Community Benefit.				
SUMMARY OF ITEM				
At its November 14 th meeting, the City Council directed staff to develop an agreement with Prescott Realty Group to govern an exclusive, non-binding 120-day planning and negotiation process for the ultimate development of 4.6 acres of city-owned land located at the northwest corner of Park Boulevard and K Avenue adjacent to the Parker Road DART Rail Station. This resolution approves the terms and conditions of the agreement.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Resolution				
Agreement				

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an agreement by and between the City of Plano, Texas and Prescott Realty Group, to provide an exclusive period for the negotiation of a development agreement for the redevelopment of 4.6± acres located at the northwest corner of Park Boulevard and K Avenue in the City of Plano; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, the City Council has been presented a proposed Letter Agreement by and between the City of Plano, Texas and Prescott Realty Group, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; 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 the City Manager or, his authorized designee, should be authorized to execute the Agreement on behalf of the City of Plano.

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

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

Section II. The City Manager or his authorized designee is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreement.

Section III. The City Manager, at his discretion, is hereby authorized to extend the exclusive negotiation period in the event during good faith negotiations a development agreement has not been completed by the 120 day deadline.

Section IV. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED THIS THE 20TH DAY OF DECEMBER, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



December 8, 2011

Mr. Judson Pankey, CEO
Prescott Realty Group
6060 N. Central Expressway, Suite 101
Dallas, TX 75206

Re: Letter Agreement – Parker Road Station Redevelopment Project #1 (RFQ No. 2011-286-B, 091011)

Dear Mr. Pankey:

Subject to City Council approval, we are pleased to inform you that you have been selected as the developer to enter into the conditional selection/negotiation phase of the above referenced project. This agreement does not award the final development to you, but rather sets forth the rights, obligations and process the parties will follow to negotiate a final development contract as further defined below.

The City of Plano (the "City"), grants to Prescott Realty Group the exclusive right to develop a preliminary project design for the Parker Road Station Redevelopment Project #1 (the "Project"). This exclusive right is limited to the company completing the preliminary design under the conditions set forth below. Concurrent with the development of the preliminary design, the parties will, in good faith, negotiate the terms and conditions of a development contract for the Project. If Prescott Realty Group and the City fail to reach agreement on the preliminary project design and fail to enter into a development agreement for the Project, acceptable to the city in the time set forth below, including extensions, the company shall forfeit its rights under this agreement and the city has no further obligation to continue negotiations pertaining to the development of the property.

The period for completing a preliminary project design satisfactory to the City and for the parties to agree upon the terms and conditions for a development contract shall be one hundred and twenty (120) days from the date of City Council approval of this letter agreement, which period may be extended for up to an additional thirty (30) days upon approval of the City Manager. The parties may further extend this period upon mutual consent, in writing by approval of the City Manager.

Both parties acknowledge that an adequate number of public meetings will be one aspect of the iterative process for preparing the preliminary design. Prescott Realty Group agrees to participate in at least three public meetings (but not obligated to more than five), workshops, and/or presentations with the following entities or groups, but not limited to: specific city committees, the public at large, the Dallas Area Rapid Transit Authority, area property owners and surrounding neighborhoods, Tax Increment Finance (T.I.F.) #2 Board, the City of Plano City Council, and others as identified by City staff.

Phil Dyer
Mayor

Pat Miner
Mayor Pro Tem

Lissa Smith
Deputy Mayor Pro Tem

Ben Harris
Place 2

André Davidson
Place 3

Jim Duggan
Place 5

Patrick Gallagher
Place 7

Lee Dunlap
Place 8

Bruce D. Glasscock
City Manager

Preparation of a satisfactory preliminary project design shall include a project narrative description of proposed uses, building(s), amenities, concept project drawings including preliminary site plan, typical exterior elevations, typical floor plans, and exterior materials (color and finishes); cost estimates; and construction schedules. Prescott Realty Group is solely responsible for securing project financing and production of financial information and market analysis as may be required by project investors and lenders.

Prescott Realty Group and the City of Plano shall negotiate a development contract specifying the terms and conditions for the conveyance of property to the developer; financing plans, including preliminary commitment of sufficient equity and debt financing; extent of public construction and/or financial participation; project phasing, performance assurances, developers' management structure and personnel committed to the project; general project management, and public incentives and considerations. The final development contract shall provide that Prescott Realty Group ensures adequate financing for the construction of the project improvements. The negotiation of the development contract shall be exclusively between Prescott Realty Group and the City of Plano. Both parties agree to hold all discussion and terms of the negotiation confidential to the extent allowed by law until such time as they are publicly presented to the Plano City Council.

The City shall not be responsible for any costs incurred by Prescott Realty Group pursuant to this agreement except as expressly provided herein. Prescott Realty Group shall be reimbursed for the actual design costs for project planning along with plans for utility extensions, street and drainage improvements, public walkways and connections to the rail platform and other public infrastructure, but in no event shall such total reimbursement exceed \$35,000.00 in the aggregate. The City shall provide Prescott Realty Group with previous surveys and environmental site assessments (ESA) of the property. Any additional survey or ESA deemed necessary by Prescott Realty Group shall be at its expense. In exchange for acceptance of the reimbursement, the City retains all necessary rights to use plans created for public facilities and infrastructure, and all assignable rights in the boundary survey and ESA. All other costs incurred by Prescott Realty Group under this agreement shall be borne solely by the company.

Because of the personal nature of the services to be rendered, you may not assign this agreement without our prior written consent. However, the agreement will inure to the benefit of and be binding on our successors and assigns.

If this agreement meets with your complete approval, please sign and return one of the duplicate originals for our records.

Very truly yours,

City of Plano

By: _____

ACCEPTED AND AGREED TO on this _____ day of _____, 2011

Prescott Realty Group

By: _____