

PLANO CITY COUNCIL

WILL CONVENE INTO EXECUTIVE SESSION AT 5:00 P.M. ON JUNE 25, 2012, FOLLOWED BY THE PRELIMINARY OPEN MEETING IN THE PLANO MUNICIPAL BUILDING, 1520 K AVENUE, IN COMPLIANCE WITH VERNON'S TEXAS CODES ANNOTATED, GOVERNMENT CODE CHAPTER 551 (OPEN MEETINGS ACT), AS FOLLOWS:

Mission Statement: The City of Plano is a regional and national leader, providing outstanding services and facilities through cooperative efforts that engage our citizens and contribute to the quality of life in our community.

EXECUTIVE SESSION

- | | | | |
|------|---|---------|---------|
| I. | Legal Advice
Respond to questions and receive legal advice on agenda items | Council | 5 min. |
| II. | Economic Development
Discuss a financial offer or other incentive to a business prospect to locate, stay, or expand in Plano and consider any commercial and financial information from the business prospect. | Turner | 10 min. |
| III. | Personnel - Appointments/Reappointments
Board of Adjustment
Building Standards Commission
DART Board of Directors
Heritage Commission
Planning and Zoning Commission | Council | 10 min. |

PRELIMINARY OPEN MEETING

- | | | | |
|----|---|---------|---------|
| I. | Consideration and action resulting from Executive Session discussion: Personnel - Appointments/Reappointments
Board of Adjustment, Building Standards Commission, DART Board of Directors, Heritage Commission, and Planning and Zoning Commission | Council | 10 min. |
|----|---|---------|---------|

II.	Personnel - Reappointments Animal Shelter Advisory Committee Civil Service Commission Community Relations Commission Cultural Affairs Commission Library Advisory Board Parks and Recreation Planning Board Photographic Traffic Signal Advisory Committee Plano Housing Authority Retirement Security Plan Committee Self Sufficiency Committee Senior Citizens Advisory Board	Council	10 min.
III.	City Council Liaisons to Boards and Commissions	Council	5 min.
IV.	Discussion and Direction re Request for financial assistance for redevelopment project at G Avenue and 14th Street	Jarrell/Green Extreme Homes	10 min.
V.	Consideration of a request to approve the use of the City of Plano Logo	Israelson	5 min.
VI.	Council items for discussion/action on future agendas	Council	5 min.
VII.	Consent and Regular	Council	5 min.

In accordance with the provisions of the Open Meetings Act, during Preliminary Open Meetings, agenda items will be discussed and votes may be taken where appropriate.

Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Avenue L, with specially marked parking spaces nearby. Access and special parking are also available on the north side of building. The Council Chamber is accessible by elevator to the lower level. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.

MEMO

DATE: June 21, 2011

TO: Honorable Mayor and City Council
City Manager Glasscock
City Secretary Zucco

FROM: Alice Snyder, Assistant City Secretary

RE: Personnel Reappointments -
Executive and Worksession Meetings

The following reappointments will be considered at the June 25, 2012 Council Meeting.

<u>Executive Session</u>	<u>Worksession Meeting</u>
<u>Reappointments:</u> Board of Adjustment Building Standards Commission DART Board of Directors Heritage Commission Planning and Zoning Commission	<u>Reappointments:</u> Animal Shelter Advisory Committee Civil Service Commission Community Relations Commission Cultural Affairs Commission Library Advisory Board Parks and Recreation Planning Board Photographic Traffic Signal Advisory Committee Plano Housing Authority Retirement Security Plan Committee Self Sufficiency Committee Senior Citizens Advisory Board

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COUNCIL LIAISONS TO BOARDS AND COMMISSIONS

(Revised as of June 25, 2012)

Animal Shelter Advisory Committee – Pat Miner and Patrick Gallagher

The Arts Center of North Texas – Mayor Phil Dyer

Board of Adjustment – Deputy Mayor Pro Tem Ben Harris and Patrick Gallagher

Building Standards Commission – Lee Dunlap and Jim Duggan

Civil Service Commission - City Manager Bruce D. Glasscock

Collin County Appraisal District Board – Jim Duggan and Patrick Gallagher

Community Relations Commission – Deputy Mayor Pro Tem Ben Harris and André Davidson

Cultural Affairs Commission – André Davidson and Patrick Gallagher

DART Board of Directors – Loretta Ellerbe and Faye Moses Wilkins

Heritage Commission – Mayor Pro Tem Lissa Smith and Lee Dunlap

Library Advisory Board – Mayor Pro Tem Lissa Smith and Pat Miner

North Texas Municipal Water District Board – Mayor Pro Tem Lissa Smith and
Deputy Mayor Pro Tem Ben Harris

Parks and Recreation Planning Board – Pat Miner and Jim Duggan

Photographic Traffic Signal Advisory Committee – André Davidson and Patrick Gallagher

Planning and Zoning Commission – Lee Dunlap and Pat Miner

Plano Housing Authority – Lee Dunlap and Jim Duggan

Retirement Security Plan Committee – City Manager Bruce D. Glasscock

Self Sufficiency Committee – André Davidson and Jim Duggan

Senior Citizens Advisory Board – Deputy Mayor Pro Tem Ben Harris and André Davidson

Tax Increment Financing Reinvestment Zone No. 2 Board – Pat Miner and Patrick Gallagher

June 18, 2012

MEMO

TO: Bruce D. Glasscock, City Manager
Frank F. Turner, Deputy City Manager

FROM: Phyllis M. Jarrell, Director of Planning

SUBJECT: Request for Financial Assistance for Plano Land Trust
Redevelopment

The non-profit Texas State Affordable Housing Corporation (TSAHC) recently purchased 1.5 acres located at the southwest corner of G Avenue and 14th Street from the Plano Housing Authority. The Corporation is partnering with Green Extreme Homes CDC, a non-profit affordable housing builder, to redevelop the property with 40-50 new for-sale units. The majority of the condominium units will be reserved for households with incomes at or below 80% of the area median income; the remaining 20% will be reserved for persons eligible for TSHAC's program for educators and public safety employees.

The existing buildings on the property have been vacant since 2004. To assist with redevelopment of the property, Green Extreme Homes is requesting reimbursement from the city for the cost of building demolition and environmental remediation, in an amount not to exceed \$150,000. A summary of the bids received for this work is attached, along with the bid details.

A goal of the city, as affirmed in the Downtown Plano Transit Village Plan, is to increase the number of housing units within walking distance of the DART rail platform. The city's Consolidated Plan, required by HUD, recommends that the city continue to create affordable homeownership opportunities through homeownership assistances, new construction and/or acquisition and rehabilitation of land and properties for income qualifying households. Redevelopment of this property will eliminate abandoned and boarded up buildings, and address a need for affordable housing with access to transit. Staff recommends approval of the request. Funding for this incentive would come from Tax Increment Finance District #2. The reimbursement is

contingent on approval by the city of a development agreement, rezoning of the property to allow residential development, and submission and approval of a preliminary site plan.

Also attached to this memo is a letter outlining Green Extreme's request for assistance, a Letter of Interest from TSAHC concerning financing of the project and a memorandum of understanding between TSAHC and Green Extreme Homes, a pro forma for the project, and a schematic plan showing the design of the proposed development.

Please let me know if you have any questions or need additional information.

GREEN EXTREME HOMES CDC

2320 KING ARTHUR BLVD, LEWISVILLE, TX 75056

June 18, 2012

Frank F. Turner, FAICP
Deputy City Manager
City of Plano



RE: Former PHA Site 14th & G Ave.

Dear Mr. Turner,

Texas State Affordable Housing Corporation has purchased the former PHA site and is partnering with Green Extreme Homes to redevelop the site for a transit oriented development (TOD), workforce housing project.

The site was abandoned in 2004 due to the high cost of rehabilitation and the failed proposal for redevelopment using low-income tax credits.

Green Extreme Homes and TSAHC are proposing a redevelopment of the site that would demolish the existing buildings and construct forty (40) to fifty (50) new units of housing. Eighty percent of these would be set aside for workforce housing, while 20% would be set aside for the City of Plano's teachers, firemen and police officers; for which, TSAHC offers a program in the State of Texas called "Homes for Heroes".

As a financially strong organization, TSAHC also has the ability to provide financial guarantees for loan take-outs needed for construction, and, additionally, the site is located in a census tract making it eligible for "Community Reinvestment Act" (CRA) credits from banks and financial institutions.

In order to make this project work financially and be a success, we are asking the City of Plano for help with site demolition and environmental remediation in an amount not to exceed One Hundred Fifty Thousand dollars (\$150,000.00).

Please see attached the documentation verifying;

1. Funding commitment from TSAHC,
2. MOU between TSAHC and Green Extreme Homes, CDC,
3. Bids for site demolition and remediation, and,
4. Preliminary site plan with initial budget.

As you can see in the budget, site demolition and remediation are not included and are critical to this project.

We are excited about this development and the fulfillment of this need for workforce housing in the City of Plano.

Thank you for your time and consideration.

Regards,

A handwritten signature in cursive script that reads "Jean Brown".

Jean Brown
Executive Director
Green Extreme Homes CDC

June 18, 2012

Jean Brown, Executive Director
Green Extreme Homes CDC
2320 King Arthur Blvd
Lewisville, TX 75056
Fax: 972-899-4246



Re: Application for Construction Financing for Plano TOD Condominium Project

Dear Ms. Brown,

The Texas State Affordable Housing Corporation is conducting its initial review of your application for financing to the Plano TOD Condominium Project in Plano, Texas. Although we have not completed underwriting your application we are happy to provide you with this Letter of Interest. Your application will require additional review and approval from our loan committee and board before a commitment can be issued. This letter is not to be considered a commitment of funding on behalf of the Corporation.

At this time the proposed loan has been underwritten at the principal amount of \$3,500,000 with an interest rate of 5.5% for a term of 2 years. Interest will accrue during the term of construction and be payable on a monthly or quarterly basis. Repayment of the loan will be due upon sale of each unit within the project, with the balance of net proceeds being paid out from the gross proceeds of each sale.

Please let us know if you need any additional information. We are very happy to be working with you on the Plano TOD Condominium project and look forward to moving forward with our approvals.

Sincerely,

A handwritten signature in black ink, appearing to read 'David Danenfelzer', written in a cursive style.

David W. Danenfelzer
Manager of Development Finance

Texas State Affordable Housing Corporation

2200 East MLK Jr. Blvd., Austin, Texas 78722 – Ph: 512.477.3555

5 Minute Proforma

Project Name:	Plano Land Trust Project	Location:	Plano
Units:	52	Affordability:	80% AMI and below

Activity	Amount	per unit	Source
Predevelopment	\$ 50,000	\$	962 Enterprise/City of Plano
Land Acquisition	\$ 612,500	\$	11,779 TSAHC ACT Program
Construction	\$ 5,007,600	\$	96,300 To Be Determined
Subtotal Sources	\$ 5,670,100	\$	109,040

For Sale Affordability Analysis

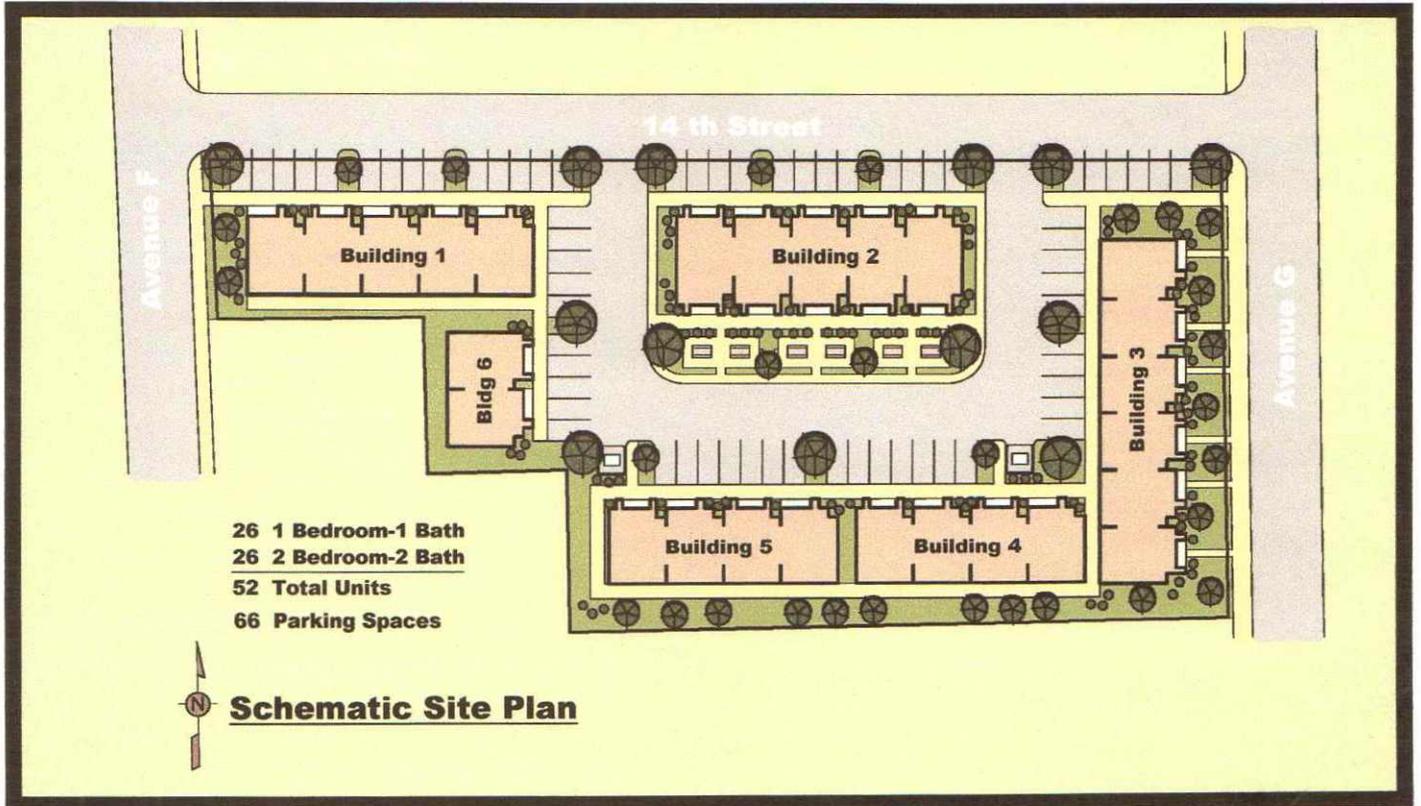
	2 persons	3 Person	4 Person
Median Household Income	\$ 55,300	\$ 62,200	\$ 69,100
80% Median Household Income	\$ 44,240	\$ 49,760	\$ 55,280
30% of Monthly HH Income	\$ 1,106	\$ 1,244	\$ 1,382

Anticipated Mortgage Interest	6.25%	6.25%	6.25%
Anticipated Sales Price	\$ 98,136	\$ 109,040	\$ 130,848
Property Taxes (@ 3.5% of Sales Price)	\$ 286	\$ 318	\$ 382
Land Trust Factor (50% of Taxes)	\$ (143.12)	\$ (159.02)	\$ (190.82)
Insurance (@ 2% of Sales Price)	\$ 164	\$ 182	\$ 218

Max. Affordable Mortgage Size (PITI)	\$ 128,573	\$ 145,289	\$ 156,525
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Down Payment Assistance Needed	\$ (30,436)	\$ (36,249)	\$ (25,676)
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Downpayment Assistance Provider	\$ Available	Per Household	# Households
City of Plano Home	\$ 300,000	\$ 15,000	20



Plano Workforce Housing
 Plano, Texas





Housing Authority Property at 14TH St. and G

Source: City of Plano, GIS Division

Date: May 2011



MEMORANDUM OF UNDERSTANDING PURSUANT TO THE AFFORDABLE
COMMUNITIES OF TEXAS PROGRAM BETWEEN

TEXAS STATE AFFORDABLE HOUSING CORPORATION
AND
Green Extreme Homes

Dated: May 11, 2012

WHEREAS, Texas State Affordable Housing Corporation is a public non-profit corporation organized and created under the laws of the State of Texas (hereinafter referred to as the "**Corporation**") organized for purposes that have been determined by the Internal Revenue Service to be exempt from tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, The Corporation's purpose in awarding all goods, resources and/or funds governed by this agreement is generally to promote the public health, safety and welfare through the provision of adequate, safe and sanitary housing primarily for individuals and families of low, very low and extremely low income in the State of Texas, and to perform activities and services related to this purpose and for other purposes as set forth in §2306 subchapter Y of the Texas Government Code (the "**Act**"); and

WHEREAS, **Green Extreme Homes** is a non-profit corporation established pursuant to the laws of the State of Texas (hereinafter referred to as the "**Local Partner**");

WHEREAS, the parties wish to enter into this Memorandum of Understanding (the "**Agreement**") whereby they will cooperate in achieving common charitable and humanitarian objectives in accordance with the terms herein and pursuant to the policies of the Corporation (the "**Policies**") under its Affordable Communities of Texas Program (the "**ACT Program**"); and

NOW THEREFORE, in consideration of the covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereby agree as follows:

1. **Purpose.** The purpose of the Agreement is to acquire the Development, as defined in Attachment A, to create affordable housing for low and moderate income households. All real property associated with the Development will be owned by the Corporation for the term of any ground lease or land trust agreement, in either case to be defined hereinafter as the "Ground Lease", associated with this Agreement, or any future agreements between the Corporation and Local Partner, or any other qualified household or entity acceptable to the Corporation.
2. **Agreement.** This Agreement provides the basic terms and conditions of the relationship between the Corporation and Local Partner for the purpose of acquiring, rehabilitating, constructing and/or developing the Development. This Agreement shall be subject to any and all federal and state statutory limitations placed on the Corporation, including, but not limited to the Act and the Policies as approved, revised and ratified by the Corporation's Board of Directors from time to time. This Agreement is subject to termination and amendment according to the provisions listed herein, and does not represent a commitment

of funds to the Local Partner on behalf of the Corporation, unless otherwise noted in this Agreement.

3. **Term of Agreement.** Subject to Section 18 hereof, the term of this Agreement shall be five (5) years. This Agreement shall automatically renew for an additional five (5) years, and continue to renew every five years of as long as both parties agree, or until the Ground Lease between both parties is terminated.
4. **Responsibilities of Parties.** Under this Agreement, the Local Partner has agreed to participate in the Affordable Communities of Texas land trust program (the “**ACT Land Trust**”). The ACT Land Trust requires that both parties carry out their respective duties and responsibilities in order to fulfill the charitable purpose of this Agreement:
 - a. Corporation’s Responsibilities.
 - i. Approve and publish to the Corporation’s website, with assistance from Local Partner, a plan for redevelopment and revitalization of the Development;
 - ii. Negotiate option agreements, sales contracts or other forms of real property contracts, to acquire the Development;
 - iii. Assist Local Partner with the collection of due diligence materials necessary to complete acquisition and redevelopment planning for the Development;
 - iv. Commit, from the Corporation’s own financial resources, an amount not to exceed \$600,000 for the acquisition of the Development site;
 - v. Hold title to the Development for the term of any ground lease that is executed by both parties upon acquisition of the Development;
 - vi. The Corporation shall manage audit and performance measurement reviews required under any contract, grants or other financial agreements used in conjunction with the acquisition and redevelopment of the Development under which the Corporation is the lead applicant or awardee; and
 - vii. Provide technical assistance to the Local Partner regarding planning, financing and redevelopment of the Development.
 - b. Local Partner’s Responsibilities:
 - i. Conduct or cause to be completed and pay for all activities necessary for the review and due diligence of the Development prior to the acquisition of the Development;
 - ii. Research, apply for and manage any and all financial resources to be used by the Local Partner during the redevelopment of the Development;
 - iii. Commit the necessary financial resources to complete all due diligence and acquisition activities as may be needed;
 - iv. Prepare a plan for redevelopment of the Development with the assistance of the Corporation;
 - v. Conduct a feasibility analysis, apply for financing to renovate or redevelop, and manage the process of redevelopment of the Development;
 - vi. Provide written notification to the Corporation prior to the commencement of any work completed by the Local Partner or its contractors, to maintain acquired properties, repair major mechanical systems, correct structural deficiencies, or any other repairs and construction activity. All work, repairs, renovations or other construction activities commenced by the Local Partner or its contractors must

- adhere to the Corporation's Construction Thresholds, as defined by the Policies;
- vii. Manage the marketing, listing, and sale or rental of the Development in accordance with the Policies and any additional restrictions required by the funding sources used to redevelop the Development;
 - viii. Retain and make available for review by the Corporation all documents, letters or records regarding the review, inspection or redevelopment of the Development the Development under this Agreement, and transfer copies of all such documents, letters or records to the Corporation upon termination or expiration of this Agreement, as provided for herein;
 - ix. Track and report to the Corporation, demographic, economic and other statistical data on homebuyers or renters as necessary and in accordance with the Policies and the funding sources used to redevelop the Development under this Agreement; and
 - x. Execute any documentation necessary to complete the Development in a timely manner, including, but not limited to the Ground Lease, shared appreciation documents, land use restriction agreements, and any other applicable documentation pertaining to the acquisition, rehabilitation and sale of the property as needed by the Corporation.
5. **Exclusive Right to Redevelop.** The Corporation, acting in the role of Land Trust Administrator, shall execute a Ground Lease agreement with Local Partner. The Ground Lease shall grant the Local Partner access to the Development to complete stabilization, demolition, construction and other necessary functions to redevelop the property as provided for in this Agreement. The Ground Lease Agreement shall grant the Local Partner an exclusive right to redevelop the Development, in accordance with this Agreement and the Corporation's Policies, for a reasonable period as determined by the Corporation and the Local Partner. In the event the Local Partner ceases to exist in its current form, loses its nonprofit certification, chooses to terminate this Agreement, or fails to complete the redevelopment of the Development in a timely manner, the Corporation shall be authorized to redevelop the Development itself and without the involvement of the Local Partner..
6. **Redevelopment Standards.** Local Partner shall redevelop the Development in accordance with the Corporation's Construction Standards as defined in the Policies in addition to the following criteria:
- a. The redevelopment of the Development must advance the charitable mission of the Corporation, in the sole and absolute determination of the Corporation;
 - b. The redevelopment of the Development must be financially feasible, in the sole and absolute determination of the Corporation;
 - c. The redevelopment of the Development must be located in an area that provides access to good education, employment, transportation and other community services, in the sole and absolute determination of the Corporation; and
 - d. The redevelopment of the Development must have a plan that guarantees access to safe, decent and affordable housing for low-income, very low-income or extremely low-income Texans, in the sole and absolute determination of the Corporation.

7. **Affordability Threshold.** The redevelopment and use of the Development through this Agreement must meet the Corporation's statutory requirements for affordability (the "**Affordability Threshold**"). At a minimum, the Affordability Threshold requires the following:
 - a. At least 80% of all units to be rented or leased are affordable to households earning 80% or less than the area median income for County where the Development is located.
 - b. At least 80% of all units to be sold, shall be sold to qualified low-income households earning 80% or less than the area median income for the County where the Development is located.
 - c. The area median income shall be determined by family size based on figures produced annually by the United States Department of Housing and Urban Development.
 - d. All households that meet the Affordability Threshold of (a) or (b) above, as applicable, above shall be considered qualified households ("**Qualified Households**").
8. **Recorded Enforcement Documents.** To insure the fulfillment of the Affordability Threshold the Corporation will file a deed restriction or land use restriction agreement (each a "**LURA**") in the real property record that defines limitations on resale, occupancy and other concerns of the Development. Deed restrictions and LURAs will be filed as non-foreclosable instruments.
9. **Recapture Provisions.** The Local Partner understands that funding provided by the Corporation to acquire or hold properties will be subject to recapture provisions the Corporation shall provide the Local Partner with a recapture agreement (the "**Recapture Agreement**") detailing the requirements and terms of any recapture provisions. The Corporation shall have an exclusive right to set the terms and conditions of the Recapture Agreement for the Development under this Agreement.
10. **Insurance During Construction.** Prior to commencement of any work on the Development , the Local Partner shall submit appropriate written evidence from itself, or from any contractors hired by the Local Partner, of appropriate builder's risk insurance, liability and property insurance and worker's compensation insurance. The Corporation shall be listed as an "Additional Insured" on any relevant insurance policies carried by the Local Partner or any contractors hired by the Local Partner on an the Development including, but not limited to, any general liability or property insurance, builders risk insurance and other types of insurance benefitting the Development, but not worker's compensation insurance.
11. **Discrimination.** Each party subject to this Agreement shall not permit discrimination against members of Qualified Households on the basis of their gender, race, religion, color, familial status, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, or physical, mental, emotional or learning disability.
12. **Release of Individual Units.** The release of any individual unit from the Development to a household, whether a Qualified Household or not, shall require submission of the appropriate income certification documents and approval by the Corporation, and as further defined in the Ground Lease.

13. **Project Monitoring.** The Corporation requires that the Development undergo a regular review to determine that the project continues to meet the threshold criteria and goals of the ACT Program. The Corporation may require an asset management or asset oversight review be completed on an annual, semi-annual or other periodic length of time, on all properties rented, leased or otherwise managed by the Local Partner but not sold to a Qualified Household, as determined by the Corporation. The Corporation shall set its fee for annual asset oversight and compliance activities in the Ground Lease agreement.
14. **Disposition Restrictions.** The Corporation may require the Local Partner and/or a Qualified Household, as applicable, through a Recorded Enforcement Document, Ground Lease or other appropriate documentation, to covenant and agree not to sell, transfer or otherwise dispose of an acquired property prior to the expiration of the Recorded Enforcement Document or other period required in writing by the Corporation (other than pursuant to the lease of rental units to Qualified Households) without (i) complying with any applicable provisions of any Recorded Enforcement Document or any other relevant documents of the Corporation (which may allow a sale of a Qualified Project to another Qualified Household possibly subject to a ground lease agreement or otherwise) and (ii) obtaining the prior written consent of the Corporation. Such consent of the Corporation shall be granted or withheld in its sole and absolute discretion. Any such sale, transfer or other disposition of a Qualified Project in violation of this Section 17 shall be null and void and of no force and effect.
15. **Additional Financing.** This Agreement does not represent an intent or commitment by the Corporation to provide any other financing or other funds to the Local Partner for rehabilitation, construction or other purpose not explicitly identified in this Agreement.
16. **Transfer and Assignment.** This Agreement may not be transferred or assigned to any other entity by the Local Partner without the prior written consent of the Corporation, which consent may be withheld in the Corporation's sole and absolute discretion.
17. **Waiver of Trial by Jury.** The Corporation and Local Partner each (a) agrees not to elect a trial by jury with respect to any issue arising out of this Agreement or the relationship between the parties, as Corporation and the Local Partner, that is triable of right by a jury and (b) waives any right to trial by jury with respect to such issue to the extent that any such right exists now or in the future. This waiver of right to trial by jury is separately given by each party, knowingly and voluntarily with the benefit of competent legal counsel.
18. **Termination.** This Agreement may be terminated at the Corporation's option upon thirty (30) days within notice to the Local Partner upon the occurrence of any of the following events:
 - a. The Local Partner makes an assignment for the benefit of its creditors, admits in writing its inability to pay its debts as they become due, files a petition of bankruptcy or is adjudicated as bankrupt or insolvent, or files a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation;
 - b. If any material statement or representation made by or on behalf of the Local Partner to the Corporation shall prove to be untrue, or if the Local Partner or any Guarantor shall have withheld any material information incident thereto;

- c. If there shall be a material adverse change, as determined by the Corporation, in the financial condition or business operations of Local Partner;
 - d. If Local Partner fails to comply with any obligation hereunder or to satisfy all of the conditions of this Agreement and the Policies in a timely manner;
 - e. The Local Partner fails to maintain its existence as a non-profit corporation in the same or similar form it was when it executed this Agreement; or
 - f. The Local Partner uses any funds provided by or through the Corporation in any manner inconsistent with the charitable mission of the Corporation or the purposes of this Agreement and the Policies. In the event that termination of the contract occurs, the Local Partner shall either buy out any existing ground leases, or the Corporation will buy out the improvements to any properties on which an existing ground lease stands, at an amount deemed reasonable by both the Local Partner and Corporation.
19. **Entire Agreement.** This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral and written agreements.
20. **USA Patriot ACT Compliance.** As a condition of this Agreement, Local Partner shall certify that (i) it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and (ii) it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity, or nation.
21. **Amendments.** This Agreement may be changed or amended only by a written agreement, signed by both parties.
22. **Liability.** ALTHOUGH THE LOCAL PARTNER UNDERSTANDS AND HEREBY ACKNOWLEDGES THAT THE ACTS AND ACTIVITIES TO BE ENGAGED IN AND PERFORMED BY THE LOCAL PARTNER UNDER THIS AGREEMENT MAY POTENTIALLY SUBJECT RECIPIENT, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS TO THE RISK OF SERIOUS INJURY, ILLNESS OR EVEN LIFE-THREATENING CONDITIONS, THE LOCAL PARTNER HEREBY INDEMNIFIES THE CORPORATION FOR ANY DAMAGES OR INJURY THAT MAY BE SUSTAINED IN CONNECTION WITH OR AS A RESULT OF THE PERFORMANCE BY THE LOCAL PARTNER, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS OF THE LOCAL PARTNER'S DUTIES AND RESPONSIBILITIES UNDER THIS AGREEMENT AND AGREES AND UNDERSTANDS THAT THE CORPORATION SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY SUCH DAMAGE OR INJURY, INCLUDING, BUT NOT LIMITED TO, THE GROSS NEGLIGENCE OF THE CORPORATION.
23. **Not a Partnership.** No person performing any of the work or services described hereunder on behalf of the Local Partner shall be considered an officer, agent, servant or employee of the Corporation, nor shall any such person be entitled to any benefits available or granted to employees of the Corporation.

24. **Notices.** Any notice given under this Agreement shall be in writing and shall for all purposes be deemed to be fully given by a party if sent, by first class mail with proper postage prepaid or by overnight courier, to the other party at its address indicated below. The date of the mailing or pick up by the overnight courier shall be deemed to be the date on which such notice was given. Either party may change its address for the purpose of this Agreement by giving the other party written notice of its new address. The parties' current addresses appear below.

If too Corporation:
Texas State Affordable Housing Corporation
2200 East Martin Luther King Jr. Blvd.
Austin, Texas 78702
Phone #: (512) 477-3555
Fax #: (512) 477-3557

If to Local Partner:
Green Extreme Homes
2320 King Arthur Blvd
Lewisville, TX 75056
Phone: 972-899-4246
Fax: 972-899-4247

25. **Governing Law.** The rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Texas, and any dispute arising hereunder shall be subject to the jurisdiction of the courts of the United States of America or the State of Texas sitting in Travis County, Texas.
26. **Headings.** The section and paragraph headings in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.
27. **Severability.** If any term or provision of this Agreement or the application thereof to any party hereto or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to any party hereto or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
28. **Counterparts.** This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument.
29. **Addendums.** All addendums attached hereto are incorporated herein and made a part of this Agreement in all respects.

Signature Page Follows

IN WITNESS WHEREOF, the undersigned parties have caused their duly authorized representatives to execute this Agreement effective as of the date first above written

TEXAS STATE AFFORDABLE HOUSING CORPORATION, a Texas non-profit corporation

By: _____

Name: David Long

Title: President

Green Extreme Homes, a Texas non-profit corporation

By: _____

Name: Jean Brown

Title: Executive Director

Attachment A

Property Description

The Development consists of two legal lots as described below.

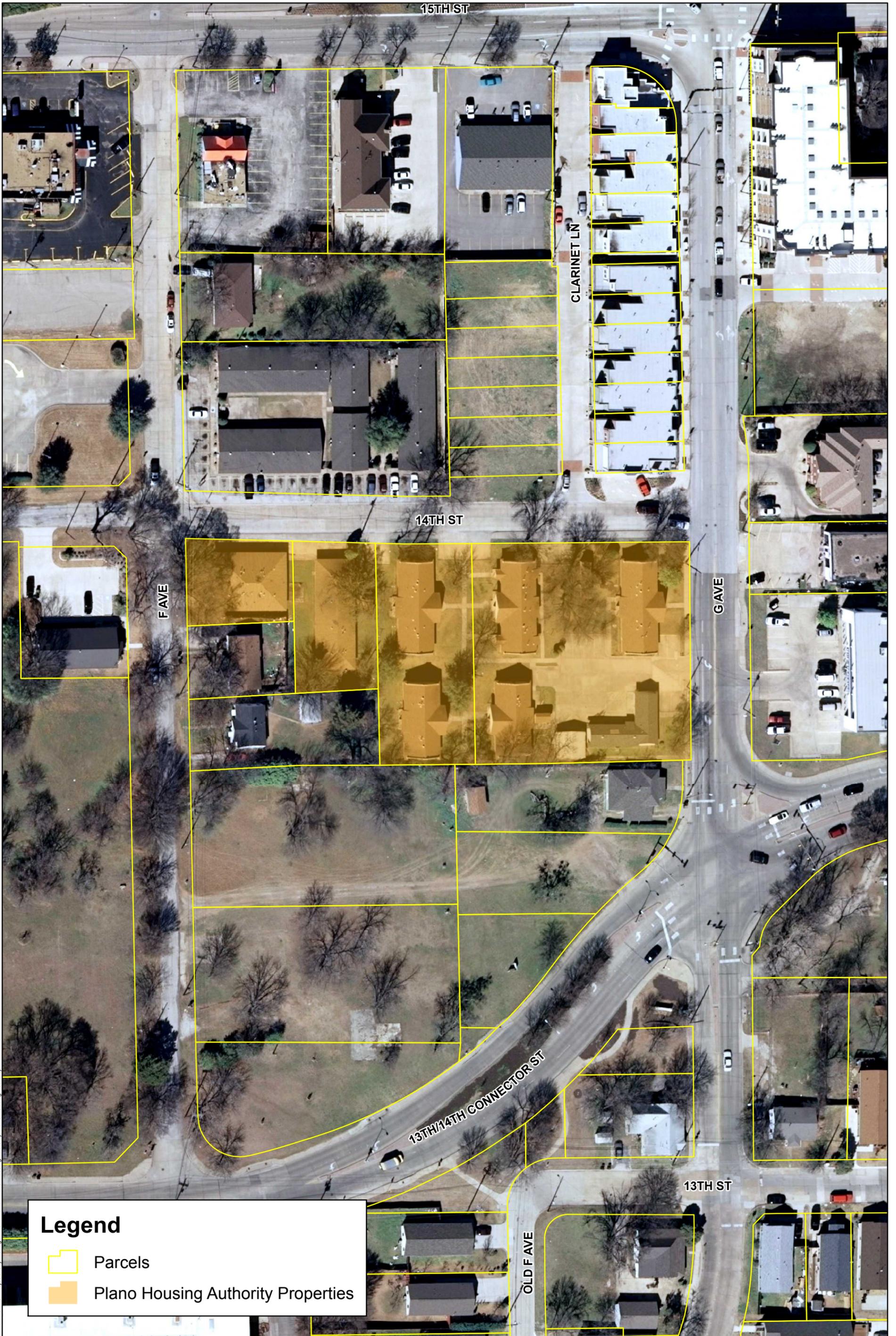
Lot 1: Being 1.23 +/- acres of land and improvements located in the Southwest Quadrant of 14th Street and Avenue G

Lot 2: Being 0.31 +/- acres of land and improvements located at the Southeast Corner of 14th Street and Avenue F



Housing Authority Property at 14TH St. and G Ave.

Source: City of Plano, GIS Division
Date: May 2011





Date: June 13, 2012
To: Bruce D. Glasscock, City Manager
From: Dana Conklin, Director of Public Information
Subject: Request for Use of the City of Plano Logo

On June 12, 2012 the City received a request from the Griffin family through the Dignity Memorial Funeral Home for the use of the City of Plano logo. It is to be inscribed on the headstone of former City Manager David Griffin. The logo is requested for placement at a size of 6-8 inches.

City of Plano Code of Ordinances, Chapter 2, Article I, Section 2-1 (b) states that no person, firm, organization, or corporation other than the city shall adopt, use, display, incorporate, or appropriate the official logo of the city as any part of any material, equipment, or other matter of such person, firm, organization or corporation, without written application to and approval of the city council.

Seeing no conflict with this use and recognizing the valuable service provided to the city by Mr. Griffin, staff recommends approval of this specific use of the city logo as shown here.



Discussion/Action Items for Future Council Agendas

July 4th – Independence Day

July 23

- Comprehensive Monthly Financial Report
- DART Report
- **Zoning Case 2012-18** - Request for Specific Use Permit for Day Care Center (In-home) on 0.1± acre located on the north side of Oakland Hills Drive, 640± feet west of Norman Drive. Zoned Single-Family Residence-7.

July 25 (Wednesday)

- Budget Presentation

August 3 – Chamber’s Chairman’s Council Breakfast – Location TBD – 7:30 am

August 8 – City Council Budget Workshop – Grant Funding – 5 pm

August 13

- Public Hearing on Operating Budget/Community Investment Program
- Approval of Appraisal Roll
- Consider Proposed Tax Rate

August 16 – Boards/Commission “Meet the Applicants” – Municipal Center - 6:30 – 8 pm

August 18 – City Council Budget Worksession – Municipal Center – 8 am

August 23 – Boards/Commission “Meet the Applicants” – Municipal Center - 6:30 – 8 pm

August 27

- Comprehensive Monthly Financial Report

- ***September 3 – Labor Day***

September 10

- Adoption of Operating Budget, Community Investment Program
- Set Tax Rate
- North Texas Municipal Water District Report

September 20 – Meet & Greet Your City Council and City Staff – Haggard Library – 6-8 pm

September 21-23 – Plano Balloon Festival

September 24

- Comprehensive Monthly Financial Report
- Board/Commission Appointments

September 29-October 3 IACP Conference – San Diego

October 8

October 7-10 - ICMA Conference - Phoenix

October 22

- Comprehensive Monthly Financial Report
- DART Report

November 12

TML Conference – Grapevine, TX

November 22-23 – Thanksgiving Holidays

November 26

- Comprehensive Monthly Financial Report

November 27-December 1– NLC Congress of Cities – Boston, MA

December 2 – Meet & Greet Your City Council and City Staff – Parr Library – 6-8 pm

December 10

December 18 (Tuesday)

- Comprehensive Monthly Financial Report

December 24 & 25 – Winter/Christmas Holidays