



**NOTICE OF REGULAR MEETING AGENDA
LANCASTER CITY COUNCIL
MUNICIPAL CENTER CITY COUNCIL CHAMBERS
211 N. HENRY STREET, LANCASTER, TEXAS**



Monday, July 10, 2017 - 7:00 PM

CALL TO ORDER

INVOCATION: Ministerial Alliance

PLEDGE OF ALLEGIANCE: Councilmember Marco Mejia

CITIZENS' COMMENTS:

At this time citizens who have pre-registered before the call to order will be allowed to speak on any matter other than personnel matters or matters under litigation, for a length of time not to exceed three minutes. No Council action or discussion may take place on a matter until such matter has been placed on an agenda and posted in accordance with law.

CONSENT AGENDA:

Items listed under the consent agenda are considered routine and are generally enacted in one motion. The exception to this rule is that a Council Member may request one or more items to be removed from the consent agenda for separate discussion and action.

1. Consider approval of minutes from the City Council Regular Meeting held on June 26, 2017.
2. Consider a resolution authorizing the City Manager to sign the Dallas County Office of Homeland Security and Emergency Management Notice of Intent to Participate in the Dallas County Hazard Mitigation Action Plan Update and application for the Hazard Mitigation Grant Program.
3. Consider a resolution continuing the terms and conditions of a professional services agreement with The Retail Coach for the development of a Retail Recruitment Strategy.

PUBLIC HEARING:

4. Z17-04 Conduct a public hearing and consider an ordinance changing the zoning designation on approximately 5.91 acres of land generally located north of Bear Creek Road and west of South Houston School Road addressed as 2227 South Houston School Road described in the Charles H. Bernard Abstract, 128 PG 020, Tract 27, Lancaster, Dallas County Texas from A-O Agricultural Open space to SF-5, Single Family Residential.
5. M17-01 Conduct a public hearing and consider an ordinance amending a portion of the Comprehensive Land Use Plan and map for property located on the west side of North Dallas Avenue from its intersection with Rutgers Drive; north to its intersection with Brookhaven Drive southward from Suburban Neighborhood Designation to Mixed-Use Neighborhood Designation.
6. Z16-13 Conduct a public hearing and consider an ordinance granting a Specific Use Permit (SUP) to allow for a car wash of an approximately 0.10 acre tract and further described as a portion of M.M. Miller Abstract 874, City of Lancaster, Dallas County, Texas, generally addressed as 2665 North Dallas Avenue.

ACTION:

7. Discuss and consider a resolution approving terms and conditions and authorizing the City Manager to sign a professional services agreement (RFP 2017-02), with Willdan Financial Services for an Economic Development Strategic Plan.

ADJOURNMENT

EXECUTIVE SESSION: The City Council reserve the right to convene into executive session on any posted agenda item pursuant to Section 551.071(2) of the Texas Government Code to seek legal advice concerning such subject.

ACCESSIBILITY STATEMENT: Meetings of the City Council are held in municipal facilities are wheelchair-accessible. For sign interpretive services, call the City Secretary's office, 972-218-1311, or TDD 1-800-735-2989, at least 72 hours prior to the meeting. Reasonable accommodation will be made to assist your needs.

PURSUANT TO SECTION 30.06 PENAL CODE (TRESPASS BY HOLDER WITH A CONCEALED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A CONCEALED HANDGUN.

CONFORME A LA SECCION 30.06 DEL CODIGO PENAL (TRASPASAR PORTANDO ARMAS DE FUEGO CON LICENCIA) PERSONAS CON LICENCIA BAJO DEL SUB-CAPITULO 411, CODIGO DEL GOBIERNO (LEY DE PORTAR ARMAS), NO DEBEN ENTRAR A ESTA PROPIEDAD PORTANDO UN ARMA DE FUEGO OCULTADA.

PURSUANT TO SECTION 30.07 PENAL CODE (TRESPASS BY HOLDER WITH AN OPENLY CARRIED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A HANDGUN THAT IS CARRIED OPENLY.

CONFORME A LA SECCION 30.07 DEL CODIGO PENAL (TRASPASAR PORTANDO ARMAS DE FUEGO AL AIRE LIBRE CON LICENCIA) PERSONAS CON LICENCIA BAJO DEL SUB-CAPITULO H, CAPITULO 411, CODIGO DE GOBIERNO (LEY DE PORTAR ARMAS), NO DEBEN ENTRAR A ESTA PROPIEDAD PORTANDO UN ARMA DE FUEGO AL AIRE LIBRE.

Certificate

I hereby certify the above Notice of Meeting was posted at the Lancaster City Hall on July 6, 2017 @ 8:15 p.m. and copies thereof were provided to the Mayor, Mayor Pro-Tempore, Deputy Mayor Pro-Tempore and Council members.



Sorangel O. Arenas
City Secretary

LANCASTER CITY COUNCIL

City Council Regular Meeting

1.

Meeting Date: 07/10/2017

Policy Statement: This request supports the City Council 2016-2017 Policy Agenda

Submitted by: Sorangel O. Arenas, City Secretary

Agenda Caption:

Consider approval of minutes from the City Council Regular Meeting held on June 26, 2017.

Background:

Attached for your review and consideration are minutes from the:

- City Council Regular Meeting held on June 26, 2017.

Attachments

June 26, 2017 Minutes

MINUTES

LANCASTER CITY COUNCIL REGULAR MEETING OF JUNE 26, 2017

The City Council of the City of Lancaster, Texas, met in a called Special session in the Council Chambers of City Hall on June 26, 2017 at 7:00 p.m. with a quorum present to-wit:

Councilmembers Present:

Mayor Marcus E. Knight
Carol Strain-Burk
Stanley Jaglowski
Marco Mejia
Mayor Pro Tem Clyde C. Hairston

Councilmembers Absent:

Spencer W. Hervey Jr.
Deputy Mayor Pro Tem Nina Morris

City Staff Present:

Opal Mauldin-Jones, City Manager
Rona Stringfellow, Assistant City Manager
Dori Lee, Human Resources Director
Shane Shepard, Director of Economic Development
Baron Sauls, Finance Director
Jim Brewer, Director of Public Works
Sean Johnson, Managing Director of Quality of Life & Cultural Services
Jermaine Sapp, Director of Equipment Services and Facilities
Sam Urbanski, Police Chief
Robert Franklin, Fire Chief
Alton Dixon, Purchasing Agent
Fabrice Kabona, Assistant to the City Manager
Bester Munyaradzi, Senior Planner
Dale Jackson, Building Official/Interim Development Director
Katherine Hail, Animal Control Officer
Atley Freerksen, Animal Control Officer
Jason B. Boulton, Assistant Police Chief
Ashley White, Associate City Attorney
Robert Brown, Associate City Attorney
Mayra A. Ortiz, Deputy City Secretary
Sorangel O. Arenas, City Secretary

Call to Order:

Mayor Knight called the meeting to order at 7:00 p.m. on June 26, 2017.

Invocation:

Pastor Brown gave the invocation.

Pledge of Allegiance:

Councilmember Jaglowski led the pledge of allegiance.

Citizens' Comments:

Mitch Slaymaker, 6200 LaCalma, Austin, Texas, Deputy Executive Director of Operations with Texas Municipal Police Association, shared concerns regarding the administration of the Lancaster Police Department.

Eric Alexander, 1650 N. Dallas Avenue, did not wish to speak but shows support for the Lancaster Police Department.

Julie Wilson, 509 W. Second Street, Waxahachie, Texas, did not wish to speak but shows support for the Lancaster Police Department.

Jason Rohack, 1650 N. Dallas Avenue, did not wish to speak but shows support for the Lancaster Police Department.

Jeff Hein, 123 Logan Lane, Waxahachie, Texas, did not wish to speak but shows support for the Lancaster Police Department.

LaRhonda Mays, 1501 Robin Lane, did not wish to speak but shows support for the Lancaster Police Department.

Marcus Talton, 1650 N. Dallas Avenue, did not wish to speak but shows support for the Lancaster Police Department.

Janet Beesley, 1650 N. Dallas Avenue, did not wish to speak but shows support for the Lancaster Police Department.

Trudy Taff-Roquemore, 716 Wilson Street, shared concerns regarding the Euthanization Policy, hours of operation of the Animal Shelter and the approval of the Interlocal Agreement between the City of Lancaster and the City of Hutchins.

Consent Agenda:

City Secretary Arenas read the consent agenda.

1. **Consider approval of minutes from the City Council Regular Meeting held on June 12, 2017.**
2. **Consider a resolution approving the reallocation of Community Development Block Grant (CDBG) funds for Lindenwood Street Project.**

Councilmember Strain-Burk pulled item 2.

MOTION: Councilmember Strain-Burk made a motion, seconded by Mayor Pro Tem Hairston to approve consent item 1. The vote was cast 5 for, 0 against [Hervey and Morris absent].

2. **Consider a resolution approving the reallocation of Community Development Block Grant (CDBG) funds for Lindenwood Street Project.**

Councilmember Strain-Burk requested additional staff comments on item 2. City Manager Mauldin-Jones shared that item 2 is approving the reallocation funds for the Lindenwood Street Project. The City Council renewed the CDBG master agreement on June 10, 2017 extending the partnership until 2020. At the June 13, 2016 City Council meeting, Council approved the submission of Lindenwood Drive, from Dewberry to Johns Street and Percy Street from Cedardale Road to Lyle Street as the primary projects. Dallas County received bids and it was determined that additional funds were necessary in order for the

project to proceed. To construct this project an additional \$110,906 is needed. Dallas County is proposing to utilize previously allocated money \$52,851.20 from prior years as well as the \$58,054.80 allocated to Percy Street reconstruction to make up the difference. Without these reallocations, the City will either need to find another source of funding for the project or delay the project until October 2018 when additional CDBG funding will be provided to the City.

Councilmember Strain-Burk shared that Community Development Block Grant (CDBG) funds are provided by the state that is reinvested to the City.

Councilmember Mejia shared his support for agenda item 2.

MOTION: Councilmember Strain-Burk made a motion, seconded by Councilmember Mejia to approve consent item 2. The vote was cast 5 for, 0 against [Hervey and Morris absent].

PUBLIC HEARING:

3. **Z17-03 Conduct a public hearing and consider a Specific Use Permit (SUP) to allow marble and granite fabrication in an existing building at 3300 Daniieldale Road, on approximately 1.6 acre tract of land and further described as Lots 25-29, Block A of Brownlee Park Addition, Lancaster, Dallas County, Texas.**

Mayor Knight opened the public hearing.

Peter Kavanagh, 1620 Handley, Dallas, Texas, spoke in favor of agenda item 3 on behalf of the applicant. Mr. Kavanagh shared that the applicant has been in the Marble and Granite business for over seventeen (17) years and would like to operate their business from Lancaster. He stated that the item was considered at the Planning and Zoning Commission Meeting on June 6, 2017 and the Commission recommended approval.

MOTION: Councilmember Strain-Burk made a motion, seconded by Councilmember Jaglowski to close the public hearing. The vote was cast 5 for, 0 against [Hervey and Morris absent].

Councilmember Mejia shared his support for agenda item 3. He shared that the business is great opportunity for the City.

Councilmember Jaglowski shared words of greetings to the applicant.

MOTION: Councilmember Jaglowski made a motion, seconded by Mayor Pro Tem Hairston to approve item 3. The vote was cast 5 for, 0 against [Hervey and Morris absent].

4. **M17-07 Conduct Public Hearing and Consider making a recommendation to the City Council to amend and/or repeal and replace the current Tree Preservation Ordinance Article 14.900 and Landscape Standards Article 14.800.**

Mayor Knight opened the public hearing.

Thomas Hillsman, 5220 Spring Valley Road, Number 560, Dallas, Texas, thanked staff, elected officials, the Planning and Zoning Commission members, and Matt Grubisich for their dedication and hard-work and spoke in favor of agenda item 4.

Frank Mejia, 1500 West Main Street, spoke in opposition of agenda item 4.

Rosanna Ross, 201 N. Elm Street, spoke in favor for agenda item 4 and supports the protection of the trees.

MOTION: Councilmember Strain-Burk made a motion, seconded by Mayor Pro Tem Hairston to close the public hearing. The vote was cast 5 for, 0 against [Hervey and Morris absent].

Councilmember Mejia shared his concerns as a property owner and shared that he is not opposed to preserving and protecting trees. However, he is opposed when the trees get in the way of development that may potentially bring forth revenue into the city. He suggested functioning more on the Tree Preservation Ordinance so that the ordinance would be painless for developers and property owners.

Councilmember Strain-Burk expressed her gratefulness on the outcome of the proposed Tree Preservation Ordinance which furthers the preservation of trees and natural areas; protect trees during construction; facilitate site design and construction; contribute to the long-term viability of existing trees; and prohibits clear cutting of trees. She requested that the Consultant Grubishich comment on urban heat island effect.

Matt Grubishich, 2906 Swiss Avenue, Dallas, Texas, shared that an urban heat island is an urban area or metropolitan area that is significantly warmer than its surrounding rural areas. Recently, Dallas County completed an urban heat island (UHI) study with Georgia Tech University. The analysis not only looked at surface temperatures but also air temperatures. The study in Dallas County identified where the region experienced high urban heat island temperatures and the associated effect on air quality. He shared that the study uncovered that Dallas is the second largest city in the country. The hottest areas in the city average 101 degrees for more than five months out of the year.

Councilmember Strain-Burk requested that council consider that the Tree and Landscape Advisory Board members shall be the Planning and Zoning Commission members. City Manager Mauldin-Jones shared that there is a separate ordinance that establishes the boards and that ordinance will have to be amended as well.

Councilmember Strain-Burk requested that council consider adding Public Improvement Districts (PIDs) on page 42, letter C, of the ordinance along with Homeowner Associations (HOAs) or Property Owners.

Mayor Knight suggested that staff recap the suggestions made for consideration for the Tree Preservation Ordinance and Landscape Standards. City Manager Mauldin-Jones shared that the Tree and Landscape Advisory Board members shall be the Planning and Zoning Commission members which will require amending a separate ordinance and adding include Public Improvement Districts (PIDs) as part of the Homeowner Associations (HOAs) or Property Owners and the City Attorney has notated the recommendations.

MOTION: Mayor Pro Tem Hairston made a motion, seconded by Councilmember Strain-Burk to approve item 4 with the recommendations made by the Planning and Zoning Commission and by adding Public Improvement Districts to Sec. 14.912 on subsection C. The vote was cast 4 for, 1 against [Mejia] [Hervey and Morris absent].

5. **Discuss and consider an ordinance amending the Code of Ordinances by amending Chapter 14 Titled " Offenses and Additional Provisions", Article 14.05 Titled "Smoking in Public Places and Places of Employment" setting forth regulations prohibiting smoking in all workplaces and public places located within the City; providing regulations for electronic cigarettes and liquid nicotine; providing for prohibition of smoking in certain outdoor areas; providing for posting of signs; providing for penalties for business or establishments not to exceed two thousand dollars (\$2,000).**

Mayor Knight shared that Deputy Mayor Pro Tem Morris suggested to table item 5 and seek direction from the body. Councilmember Mejia suggested tabling item 5 and motion failed to lack of a second.

Kay Kamm, 1207 Rock Springs, Duncanville, Texas, with the American Cancer Society Action Network spoke in favor of agenda item 5.

Victoria Nelson, 2630 W. Frwy, Number 250, Ft. Worth, Texas, with the American Heart Association representative spoke in favor of agenda item 5.

Aschelle Morgan, 105 Decker Ct., Irving, Texas, with the American Heart Association representative spoke in favor of agenda item 5 with suggested changes to the Ordinance.

Ken Arkwell, 143 Historic Town Square, did not wish to speak but shows support for agenda item 5.

Rosanna Ross, 201 N. Elm Street, did not wish to speak but shows support for agenda item 5.

Trudy Roquemore, 716 Wilson Street, did not wish to speak but shows support for agenda item 5.

Thomas Hillsman, 5220 Spring Valley Road, Number 560, Dallas, Texas, did not wish to speak but shows support for agenda item 5.

Mayor Knight iterated the definition of "Cigar Bar" and "Cigar Lounge" and suggested keeping "Cigar Bar" and to remove "Cigar Lounge" and removing the effective date language.

Mayor Pro Tem Hairston suggested removing "Electronic or Digital Smoking Device" along with Mayor Knight's suggestion.

Councilmember Mejia suggested removing the lounges and to keep "Cigar Bar" and lower the deriving percentage to fifty-one (51) of its quarterly gross revenue of sales.

City Attorney Brown clarified that the approval is the second proposed ordinance with the gross revenue to be reduced to fifty-one (51) percent and removal of the existence prior to the effective date language and lounges in Section 14.05.007, subsection F.

MOTION: Mayor Pro Tem Hairston made a motion, seconded by Councilmember Strain-Burk to approve item 5 with City Attorney Brown suggestions. The vote was cast 5 for, 0 against [Hervey and Morris absent].

Executive Session:

6. **The City Council shall convene into closed executive session pursuant to Section §551.071(1)(A) to receive information on the following pending or contemplated litigation matters:**
 - a. **Cause No. DC-17-04372, Lakacia Turner v. Lancaster Police Department, et. al, filed in the 193rd District Court of Dallas County, Texas.**
 - b. **Correspondence from CTMGT Bear Creek, LLC requesting a Tex. Loc. Gov't Code § 212.904 appeal of any municipal infrastructure cost proportionality determinations incidental to the Bear Creek Subdivision Phase 3 Preliminary Plat.**

7. Reconvene into open session. Consider and take appropriate action(s), if any, on closed/executive session matters.

The City Council recessed for Executive Session at 8:34 p.m. and reconvened into open session at 8:46p.m.

No action taken.

MOTION: Mayor Pro Tem Hairston made a motion, seconded by Councilmember Strain-Burk, to adjourn. The vote was cast 7 for, 0 against.

The meeting was adjourned at 8:48 p.m.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

LANCASTER CITY COUNCIL

City Council Regular Meeting

2.

Meeting Date: 07/10/2017

Policy Statement: This request supports the City Council 2016-2017 Policy Agenda

Goal(s): Healthy, Safe & Vibrant Community

Submitted by: Rob Franklin, Fire Chief

Agenda Caption:

Consider a resolution authorizing the City Manager to sign the Dallas County Office of Homeland Security and Emergency Management Notice of Intent to Participate in the Dallas County Hazard Mitigation Action Plan Update and application for the Hazard Mitigation Grant Program.

Background:

Dallas County is asking for a commitment from the City to participate in the update of the Hazard Mitigation Action plan, which is required by FEMA every five years. The Notice of Intent demonstrates the City's commitment to participate and to allow for the submission of the Pre-Disaster Mitigation (PDM) Grant. Having a FEMA approved Hazard Mitigation Plan allows for the City to apply for Hazard Mitigation Grants after a presidentially declared disaster.

Both the Disaster Mitigation Act of 2000 and Federal Emergency Management Agency (FEMA) require local communities to adopt a Hazard Mitigation Plan in order to be eligible for pre-disaster and post-disaster federal funding for mitigation purposes. These Hazard Mitigation Plans (HazMAP) are to be approved at least every five years for jurisdictions to maintain eligibility for funding. The Dallas County Hazard Mitigation Action Plan (HazMAP) is an extension of the City of Lancaster Emergency Management Plan and is a record of the cities potential hazards, risks and strategies to reducing the long-term consequences of natural hazards. The HazMAP outlines mitigation goals, identifies risk reduction strategies for hazards that threaten the City, and discusses the ongoing risk reduction strategies to be undertaken.

Operational Considerations:

HazMAP is required by FEMA and the Disaster Mitigation Act of 2000. It is required in order to implement the Emergency Management operations during a disaster as well as eligibility for federal funds. We will use staff to update our portions of the plan, reducing or eliminating our requirements of the in-kind grant match.

If the grant is awarded a formal inter-local agreement will be required.

Legal Considerations:

The City Attorney shall review and approve the resolution as to form.

Public Information Considerations:

This item is being considered at a meeting of the City Council noticed in accordance with the Texas Open Meetings Act.

Fiscal Impact:

The City will have to contribute a minimum of \$2,857 (cash or in-kind) of the \$60,000 estimated cost of the Hazard Mitigation Action Plan update. The amount could increase or decrease depending on the number of participants. The City will participate through in-kind match of staff resources, as outlined in the Notice of Intent, as an option.

Options/Alternatives:

1. City Council may approve the resolution as presented.
2. City Council may reject the resolution.

Recommendation:

Staff recommends approval of the resolution as presented.

Attachments

Resolution

Exhibit "A"

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, AUTHORIZING THE CITY MANAGER TO SIGN THE NOTICE OF INTENT LETTER TO PARTICIPATE IN THE HAZARD MITIGATION GRANT PROGRAM PROJECT TO UPDATE THE DALLAS COUNTY HAZARD MITIGATION ACTION PLAN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lancaster, recognizes the threat that natural hazards pose to people and property within the City; and

WHEREAS, the City of Lancaster has on file an updated multi-hazard mitigation plan, hereby known as the Dallas County Hazard Mitigation Action Plan ("Dallas County HazMAP") dated December 15, 2015, in accordance with the Disaster Mitigation Act of 2000; and

WHEREAS, the Dallas County HazMAP dated December 15, 2015, identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in the City of Lancaster from the impacts of future hazards and disasters; and

WHEREAS, adoption of the Notice of Intent by the City Council demonstrates their commitment to participate in a Hazard Mitigation Grant Program (HMGP) / Pre-Disaster Mitigation Grant (PDM) with Dallas County for the future Dallas County HazMAP update.

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

SECTION 1. That the City of Lancaster in accordance with Pre-Disaster Mitigation Grant Requirements authorizes the City Manager to sign the Notice of Intent Letter, which is attached herein as Exhibit "A".

SECTION 2. This Resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 10th day of July, 2017.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney



Dallas County
Office of Homeland Security and Emergency Management

Notice of Intent to Participate: Dallas County Hazard Mitigation Action Plan (HazMAP) Update

(City/Dallas County/entity) _____ acknowledges and supports Dallas County's application for a DR-4272 Hazard Mitigation Grant Program (HMGP) project to develop the Dallas County Hazard Mitigation Action Plan update. Our jurisdiction/entity acknowledges that participation in the plan is voluntary and declares our intention to participate in the plan development, including our contributions to all required efforts: planning, meeting attendance, data provision (including demographic and GIS) and other information as needed, plan reviews, and grant match.

We understand: the PDM grant provides 75% federal funds for this project, and requires 25% local match. Total match due for this grant, expected to be approximately \$60,000, will be shared equally among all 21 participants. Should any participant(s) opt out of the plan, match requirements will increase accordingly for remaining participants. As grant administrator, Dallas County is fiscally responsible for ensuring match is collected and paid quarterly. Timely submission of in-kind match should meet overall match requirements. However, in the unlikely event your jurisdiction/entity does not meet match through in-kind, the remainder of your match share will be due in cash. This is to protect the financial liability of Dallas County and all participating jurisdictions and entities. If preferred, total required match per participating jurisdiction may be paid in cash.

We agree to contribute a minimum of \$2,857 (see conditions above) to meet our share of the \$60,000 estimated total match due for this grant, and understand we will have the opportunity to submit all or some as in-kind. Unless match is paid in cash, we understand time, mileage, and other costs incurred during planning are required to be documented on a Dallas County supplied match form and submitted on a quarterly basis to be used toward in-kind match. We further understand in-kind match may include any employee/volunteer time or costs incurred on the project which have a monetary value. Managerial rates for supervisors and above will be credited at \$36.55 per hour; other staff and volunteers will be credited at the approved non-managerial rate of \$22.22 per hour. Non-personnel costs such as travel or meeting rooms must be accompanied by support documentation (maps, room value per hour). Any unmet match and/or match deemed ineligible as in-kind will be due to Dallas County in cash no later than the Approved Pending Adoption date granted by FEMA.

Personnel funded solely by federal grants may not count their time for grant match. If partially grant funded, only the percent salary/time not provided by federal grants, or obligated as match for such, is eligible for match for this project.



Dallas County
Office of Homeland Security and Emergency Management

This letter is non-binding and is intended only for grant application and informational purposes. Once the grant is awarded, a formal Inter-local Agreement reiterating this information will be sent to all participants.

Name of Authorized Official, Jurisdiction/Entity

Title

Date

LANCASTER CITY COUNCIL

City Council Regular Meeting

3.

Meeting Date: 07/10/2017

Policy Statement: This request supports the City Council 2016-2017 Policy Agenda

Submitted by: Shane Shepard, Economic Development Director;
Opal Mauldin-Jones, City Manager

Agenda Caption:

Consider a resolution continuing the terms and conditions of a professional services agreement with The Retail Coach for the development of a Retail Recruitment Strategy.

Background:

As prescribed in the City Council Rules and Procedures as amended September 2016, Section D. City Council Agenda Process, Subsection 1. B. Councilmember Marco Mejia requested that an item be included on the agenda for Council to consider the renewal option of The Retail Coach Professional Service Agreement.

The City Council, during its 2016 strategic planning session, determined that the City would need to complete a retail strategy to determine an intentional methodology to attract and recruit retailers to the City of Lancaster. Council received a presentation at the July 12, 2016 work session. They identified the need to develop and implement an intentional approach to attract and recruit retail developers and retailers to the city.

At the August 2016 City Council meeting, Council authorized an agreement with The Retail Coach for one year with a one year renewal. The two-year strategy was selected. Research indicated that a successful recruitment strategy takes a minimum of 18-24 months.

City Council received an update regarding progress from year one at the June 19, 2017 work session.

Operational Considerations:

The purpose of this request is to renew the agreement with The Retail Coach to further develop a retail recruitment strategy for the City of Lancaster. The Retail Coach will update the community analysis, marketing materials, GIS Data, Retailer and Development plan, as well as provide a targeted list of ten new retailers and five new site profiles as identified in the attached Year Two Strategy Scope of Work. Utilizing a "macro to micro" approach, economic, and competitive forces that may impact the community's retail strategy will be analyzed. Additionally, market specific data to identify competition, potential customer bases, and retail brand opportunities will be completed.

Legal Considerations:

The resolution and agreement have been reviewed and approved as to form by the city attorney.

Public Information Considerations:

This item is being considered at a meeting of the City Council noticed in accordance with the Texas Open Meetings Act.

Fiscal Impact:

The agreement is for one year in an amount not to exceed \$26,000.

Options/Alternatives:

1. Council may approve the resolution as presented.
2. Council may reject the resolution.

Recommendation:

Staff recommends approval of the resolution as presented.

Attachments

Resolution

Exhibit A

Original Agreement

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, CONTINUING THE TERMS AND CONDITIONS OF A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE RETAIL COACH (TRC) AND THE CITY OF LANCASTER FOR PROVIDING A RETAIL STRATEGY FOR ECONOMIC DEVELOPMENT PURPOSES OF THE CITY OF LANCASTER; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE AND EFFECTIVE DATE.

WHEREAS, TRC has the expertise to provide extensive market research to evaluate the metro area and local economy and gather market specific data to identify competition, potential customer bases, and retail brand opportunities.

WHEREAS, the City Council of Lancaster desires to utilize the expertise TRC can offer for the above referenced services; and

WHEREAS, the City Council has determined that it would be in the best interest of the City to continue the Agreement with TRC, which is attached hereto and incorporated herein by reference as Exhibit "A", and to authorize the City Manager to execute the same.

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

SECTION 1. The City Council hereby approves and accepts the terms and conditions of the professional services agreement with TRC, which is attached hereto and incorporated herein by reference as Exhibit "A", for the purposes of providing strategic services for retail recruitment.

SECTION 2. The City Manager of the City of Lancaster, Texas is hereby authorized to execute said professional services agreement.

SECTION 3. This Resolution shall become effective immediately from and after its passage, as the law and charter in such cases provide.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 10th day of July, 2017.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

Exhibit “A”



City of Lancaster
PURCHASING

PO Box 940 * Lancaster, TX 75146 * 972-218-1329 * 972-218-3621 FAX
www.lancaster-tx.com/purchasing



RENEWAL REQUEST FORM

The City currently has a contract with your firm for the below referenced bid. The contract contained a renewal option. Please complete the information below verifying your intent to renew the current contract and return this form to my attention at adixon@lancaster-tx.com or 972-218-1329.

Bid Identifier:	Retail Strategy Service Agreement		
Vendor:	The Retail Coach	Contact:	A. Farmer
Initial Term:	August 08, 2016 – August 07, 2017		
Renewal 1:	August 08, 2017 – August 07, 2018-- Pending		
Renewal 2:			
Renewal 3:			
Renewal 4:			

Please check the appropriate response and return response by August 7, 2017.

<input type="checkbox"/>	We will renew the contract under the same terms and conditions – No changes.
<input type="checkbox"/>	We request the attached changes. Documentation is attached and changes are based on the terms of the original contract.
<input type="checkbox"/>	Price Increases Prices are firm for the first year. Any price increase after year one, must be justified and documentation submitted. Price increases may not exceed the current Consumer Price Index (U) for the D/FW Region.
<input type="checkbox"/>	We will not renew the contract.

Comments:

Authorized Signature

Date

Printed Name

Phone

Email



RETAIL STRATEGY

YEAR 2 SCOPE OF WORK

JULY 6, 2017

1 | YEAR TWO

We will update the retail strategy based on an approved timeline. We will make a minimum one (1) trip to Lancaster during the project.

PHASE 2: COMMUNITY CORE ANALYSIS

- Update trade area map with demographic profile (historical/current/projected)
- Update 10-minute drive time retail trade area maps with demographic profiles (historical/current/projected)
- Update 15-minute drive time retail trade area maps with demographic profiles (historical/current/projected)
- Update 20-minute drive time retail trade area maps with demographic profiles (historical/current/projected)
- Update Lancaster community demographic profile (historical/current/projected)
- Update retail trade area psychographic profile, including dominant lifestyle segmentations
- Update daytime population summary
- Update retail gap analysis, including a summary table showing surpluses and/or leakages
- Update community and economic development observations and recommendations

PHASE 3: MARKETING & BRANDING

- Update Lancaster retail market profile
- Update retailer-specific feasibility studies
- Five retail site profiles
- Update developer opportunity package

PHASE 4: UPDATE GIST DATA PLATFORM

PHASES 5-6: RETAILER & DEVELOPER RECRUITMENT PLAN

- Target list of 10 new retailers with contact information
- Retailer status report based on retailer contacts
- Target list of 10 new real estate developers with contact information

Developer status report based on developer outreach

PHASE 7: ACTION PLAN

- Update strategy implementation plan

PHASE 8: COACHING

PHASE 9: URBAN/DOWNTOWN RETAIL REVITALIZATION

- Downtown stakeholder discussion summary
- Downtown retail trade area map with demographic profile (historical/current/projected)
- Downtown retail trade area psychographic profile, including dominant lifestyle segmentations
- Downtown daytime population summary
- Downtown retail opportunity analysis
- Workshops

Project Fees

The total fee for completion of this work is \$25,000, payable in three installments:

- a) \$10,000 upon exercising of the option;
- b) \$10,000 upon completion of Phases 1 and 2 updates; and
- c) \$5,000 upon presentation of the final strategy update.

Project fees are payable within 30 days after receipt of the invoice.

Should Lancaster request a special assignment or additional work not specifically referenced in the contract, we will prepare a written authorization to be signed by Lancaster in advance of commencing any additional work.

Reimbursable Project Expenses

It is estimated that reimbursable expenses will be approximately \$1,000. Reimbursable expenses include:

- All travel costs;
- Cost of special renderings and maps, if any;
- Cost of copies for reports and maps/drawings; and
- Cost of shipping expenses, if any.

Project expenses are payable within 30 days after receipt of the expense invoice.

**BETTER
RETAIL.
BETTER
COMMUNITIES.**



800.851.0962 | info@theretailcoach.net | www.theretailcoach.com

**City of Lancaster, Texas
Standard Professional Services Agreement**

This Agreement is made by and between the City of Lancaster, Texas, a home-rule municipality (hereinafter referred to as the "City") and The Retail Coach, (hereinafter referred to as the "Provider") for Retail Strategy Service Agreement, (hereinafter referred to as the "Project"), the Owner and the Provider hereby agree as follows:

ARTICLE I: CONTRACT & CONTRACT DOCUMENTS

1.1 THE CONTRACT

The Contract between the City and the Provider, of which this Agreement is a part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last party to execute it.

1.2 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Scope of Service, the Fee for Service, all Amendments issued hereafter, any other amendments executed by the parties, together with the following (if any): None

Documents not enumerated in this Paragraph 1.2.1 are not Contract Documents and do not form part of this Contract.

ARTICLE 2: RECITALS

- 2.1 The City desires the Provider complete an extensive market research to evaluate the metro area and local economy; and
- 2.2 The Provider has the knowledge, ability and expertise to provide such services; and
- 2.3 The City desires to engage the services of Provider, as an independent Contractor and not as an employee, to provide services the services listed below and as detailed in the scope of services which is attached hereto and incorporated herein as Exhibit A.

ARTICLE 3: TERM / TERMINATION

3.1 Time of Performance

All work and services provided under this Contract must be completed as outlined in Exhibit A.

3.2 Time is of the essence of this Contract.

The FIRM shall be prepared to provide the professional services in the most expedient and efficient manner possible in order to complete the work by the times specified.

3.3 TERMINATION

This Agreement may be suspended or terminated by either Party with or without cause at any time by giving written notice to the other party. In the event suspension or termination is without cause, payment to the Provider, in accordance with the terms of this Agreement, will be made on the basis of services reasonably determined by City to be satisfactorily performed to date of suspension or termination. Such payment will be due upon delivery of all instruments of service to City.

In the event that City requires a modification of the Agreement with Provider, and in the event the parties fail to agree upon a modification of this Agreement, the Parties shall have the option of terminating this Agreement. Payment to Provider shall be made by the City in accordance with the terms of this Agreement, for the services mutually agreed upon by the Parties to be properly performed by the Provider prior to such termination date.

ARTICLE 4: SCOPE OF SERVICES

4.1 Scope of Services

In consideration of the compensation stated in Article 5, the provider agrees to provide the City with the services as described in Exhibit A which is incorporated herein by reference for all purposes, and which services may be more generally described as follows:

TRC will perform extensive market research to evaluate the metro area and local economy. Using a "macro to micro" approach, economic, and competitive forces that may impact the community's retail strategy will be analyzed. We will gather market-specific data to identify competition, potential customer bases, and retail brand opportunities.

4.2 AUTHORIZED AGENT

All work performed by the Provider will be performed under this Agreement, signed by a duly authorized agent of the City as approved by resolution of the City Council of the City of Lancaster, Texas and the designated authorized agent for the Provider.

ARTICLE 5: COMPENSATION / PAYMENT TERMS AND CONDITIONS

5.1 Compensation for the performance of Services described herein shall be paid to the Provider by the City in an amount not to exceed the lump sum price submitted which shall accrue and be payable as provided in Sections 5.01 and 5.02 hereof.

5.2 Work will be performed at the rates set forth in Exhibit B, Fee Schedule, which is attached hereto and incorporated herein by reference, or as otherwise provided in negotiated fee schedules approved within this Agreement, if any.

5.3 If the City fails to make any payment due the Provider within thirty (30) days after receipt of Provider's invoice, the amounts due the Provider will be increased at the rate of 1.5% per month from said thirtieth day, unless there is a good faith refusal by the City to pay. Payment shall be remitted to Provider by City as instructed on invoices.

5.4 Invoices shall be delivered to one of the following address.

City of Lancaster
Accounts Payable
PO Box 940
Lancaster, TX 75146

accounts-payable@lancaster-tx.com

ARTICLE 6: TIME FOR COMPLETION

6.1 The Provider's services and compensation under this Agreement have been agreed to in anticipation of orderly and continuous progress of the Assigned Project(s) through completion of the project(s).

6.2 If the City fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, the Provider shall be entitled to equitable adjustment of rates and amounts of compensations to reflect reasonable costs incurred by Provider as a result of the delay or changes in the various elements that comprise such rates of compensation, but in no event shall such compensation exceed the scope of services schedule of maximum payment unless a written amendment to this Agreement is consummated between the parties.

ARTICLE 7: INDEMNIFICATION

7.1 THE PROVIDER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER COLLECTIVELY REFERRED TO AS "INDEMNITIES") FROM AND AGAINST SUITS, ACTIONS, CLAIMS, LOSSES, ANY DAMAGE, LIABILITY, AND FROM AND AGAINST ANY COSTS AND EXPENSES, INCLUDING, IN PART, ATTORNEY FEES INCIDENTAL TO THE DEFENSE OF SUCH SUITS, ACTIONS CLAIMS, LOSSES, DAMAGES OR LIABILITY ON ACCOUNT OF INJURY, DISEASE, SICKNESS, INCLUDING DEATH, TO ANY PERSON OR DAMAGE TO PROPERTY INCLUDING, IN PART, THE LOSS OF USE RESULTING THEREFROM,

ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE PROVIDER, ITS OFFICERS, EMPLOYEES, SERVANTS, AGENTS OR SUBCONTRACTORS, OR ANYONE ELSE UNDER THE PROVIDER'S DIRECTION AND CONTROL, AND ARISING OUT OF, RESULTING FROM, OR CAUSED BY THE PERFORMANCE OR FAILURE OF PERFORMANCE OF ANY WORK OR SERVICES UNDER THIS AGREEMENT, OR FROM CONDITIONS CREATED BY THE PERFORMANCE OR NON-PERFORMANCE OF SAID WORK OR SERVICES. IN THE EVENT ONE OR MORE OF THE INDEMNITIES IS DETERMINED BY A COURT OF LAW TO BE JOINTLY OR DERIVATIVELY NEGLIGENT OR LIABLE FOR SUCH DAMAGE OR INJURY, THE PROVIDER SHALL BE OBLIGATED TO INDEMNIFY INDEMNITIES AS PROVIDED HEREIN ON A PROPORTIONATE BASIS IN ACCORDANCE WITH THE FINAL JUDGMENT, AFTER ALL APPEALS ARE EXHAUSTED, DETERMINING SUCH JOINT OR DERIVATIVE NEGLIGENCE OR LIABILITY.

7.02 THE CITY AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE PROVIDER, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER COLLECTIVELY REFERRED TO AS "INDEMNITIES") FROM AND AGAINST SUITS, ACTIONS, CLAIMS, LOSSES, ANY DAMAGE, LIABILITY, AND FROM AND AGAINST ANY COSTS AND EXPENSES, INCLUDING, IN PART, ATTORNEY FEES INCIDENTAL TO THE DEFENSE OF SUCH SUITS, ACTIONS CLAIMS, LOSSES, DAMAGES OR LIABILITY ON ACCOUNT OF INJURY, DISEASE, SICKNESS, INCLUDING DEATH, TO ANY PERSON OR DAMAGE TO PROPERTY INCLUDING, IN PART, THE LOSS OF USE RESULTING THEREFROM, ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE CITY, ITS OFFICERS, EMPLOYEES, SERVANTS, AGENTS OR SUBCONTRACTORS, OR ANYONE ELSE UNDER THE CITY'S DIRECTION AND CONTROL, AND ARISING OUT OF, RESULTING FROM, OR CAUSED BY THE PERFORMANCE OR FAILURE OF PERFORMANCE OF ANY WORK OR SERVICES UNDER THIS AGREEMENT, OR FROM CONDITIONS CREATED BY THE PERFORMANCE OR NON-PERFORMANCE OF SAID WORK OR SERVICES. IN THE EVENT ONE OR MORE OF THE INDEMNITIES IS DETERMINED BY A COURT OF LAW TO BE JOINTLY OR DERIVATIVELY NEGLIGENT OR LIABLE FOR SUCH DAMAGE OR INJURY, THE CITY SHALL BE OBLIGATED TO INDEMNIFY INDEMNITIES AS PROVIDED HEREIN ON A PROPORTIONATE BASIS IN ACCORDANCE WITH THE FINAL JUDGMENT, AFTER ALL APPEALS ARE EXHAUSTED, DETERMINING SUCH JOINT OR DERIVATIVE NEGLIGENCE OR LIABILITY.

7.03 THE PROVIDER IS NOT OBLIGATED TO INDEMNIFY THE CITY IN ANY MANNER WHATSOEVER FOR THE CITY'S OWN NEGLIGENCE.

7.04 NOTHING CONTAINED HEREIN SHALL CONSTITUTE A WAIVER OF GOVERNMENTAL IMMUNITY IN FAVOR OF ANY THIRD PARTY.

7.05 PROVIDER AGREES THAT IT IS AN INDEPENDENT CONTRACTOR AND NOT AN AGENT OF THE CITY, AND THAT PROVIDER IS SUBJECT, AS AN EMPLOYER, TO ALL APPLICABLE UNEMPLOYMENT COMPENSATION STATUTES, SO FAR AS TO RELIEVE THE CITY OF ANY RESPONSIBILITY OR LIABILITY FROM TREATING PROVIDER'S EMPLOYEES AS EMPLOYEES OF CITY FOR THE PURPOSE OF KEEPING RECORDS, MAKING REPORTS OR PAYMENTS OF UNEMPLOYMENT COMPENSATION TAXES OR CONTRIBUTIONS. PROVIDER FURTHER AGREES TO INDEMNIFY AND HOLD CITY HARMLESS AND REIMBURSE IT FOR ANY EXPENSES OR LIABILITY INCURRED UNDER SAID STATUTES IN CONNECTION WITH EMPLOYEES OF PROVIDER.

7.06 PROVIDER SHALL DEFEND AND INDEMNIFY INDEMNITIES AGAINST AND HOLD CITY AND THE PREMISES HARMLESS FROM ANY AND ALL CLAIMS, SUITS OR LIENS BASED UPON OR ALLEGED TO BE BASED UPON THE NON-PAYMENT OF LABOR, TOOLS, MATERIALS, EQUIPMENT, SUPPLIES, TRANSPORTATION AND MANAGEMENT COSTS INCURRED BY PROVIDER IN PERFORMING THIS AGREEMENT.

ARTICLE 8: INSURANCE

8.1 Workers Compensation Insurance

The Provider shall provide and maintain Workers' Compensation with statutory limits.

8.2 Automotive Insurance

Provider shall cause those agents of the Provider to provide and maintain in full force and effect during the time of this Agreement, auto insurance (including, but not limited to, insurance covering the operation of owned and non-owned automobiles, trucks and other vehicles) protecting Provider and City as an additional insured with the limits required under state law.

8.3 General Liability Insurance

Provider shall provide general liability insurance. Such insurance covering personal and bodily injuries or death shall be in the sum of not less than two hundred fifty thousand dollars (\$250,000.00) per occurrence and five hundred thousand dollars (\$500,000.00) aggregate. Insurance covering damages to property shall be in the sum of not less than one hundred thousand dollars (\$100,000.00). The general liability insurance must name the City as an additional insured.

8.4 Professional Liability Errors and Omissions Insurance

Provider shall also provide and maintain Professional Liability Errors and Omissions Insurance coverage to protect Provider and City from any liability arising out of the performance of professional services, if any, under this Agreement. Such coverage shall be in the sum of not less than three hundred thousand dollars (\$300,000.00) per occurrence and five hundred thousand dollars (\$500,000.00) aggregate.

8.5 Certificate of Insurance

A signed Certificate of Insurance, satisfactory to City, showing compliance with the requirements of this Article shall be furnished to City before any services are performed. Such Certificate shall provide thirty (30) days written notice to City prior to the cancellation or modification of any insurance referred to therein.

The project name and bid/contract number shall be listed on the certificate.

ARTICLE 9: DEFAULT

In the event Provider fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within thirty (30) days after written notice by City to Provider, City may, at its sole discretion without prejudice to any other right or remedy.

- (a) Terminate this Agreement and be relieved of the payment of any further consideration to Provider except for all work determined by City to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Provider to and from meetings called by City at which Provider is required to attend, but shall not include and loss of profit of Provider. In the event such termination, City may proceed to complete the services in any manner deemed proper by the City, either by the use of its own forces or by resubmitting to others. Provider agrees that any costs incurred to complete the services herein provided for may be deducted and paid by the owner out of such money's as may be due or that may thereafter become due to Provider under and by virtue of this Agreement.
- (b) City may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of Provider.

ARTICLE 10: MISCELLANEOUS

10.1 Reuse of Documents:

All documents including Maps, Plans and Specifications provided or furnished by the Provider pursuant to this Agreement are instruments of service; and Provider shall retain ownership and property interest therein whether or not the work is completed. The City may make and retain copies of any plans or specifications provided under this Agreement for the use by City and others; such documents are not intended or suitable for reuse by City or others on extension of the Project or on any other Project. Any such reuse without written approval or adaptation by the Provider for the specific purpose intended will be at the City's sole risk and without liability to the Provider.

10.2 Entire Agreement.

This Agreement constitutes the sole and only Agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties with respect to this subject matter.

10.3 Assignment.

Neither this Agreement nor any duties or obligations under it shall be assignable by PROVIDOR without the prior written consent of City. In the event of an assignment by Provider to which the City has consented, the

assignee or the assignee's legal representative shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, obligations, and agreements contained in this Agreement.

10.4 Adjustments in Services/Amendment.

This Agreement may be amended by the mutual written agreement of the parties. Provider shall not make any claims for extra services, additional services or changes in the services without a written agreement with City prior to the performance of such services.

10.5 Governing law.

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in Dallas County, Texas.

10.6 Notices.

All notices required by the Agreement shall be in writing and addressed to the following, or such other party or address as either party designates in writing, by certified mail, postage prepaid or by hand delivery:

City of Lancaster

Opal Mauldin Robertson, City Manager
PO Box 940
Lancaster, TX 75146
972-218-1300
orobertson@lancaster-tx.com

The Retail Coach

C. Kelly Cofer, CCIM
86 Clark Blvd.
Tupelo, MS 38804
800-851-0962
info@theretailcoach.net

10.7 Legal construction.

In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

10.8 Successors and Assigns.

- (a) The City and Provider each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of City and Provider are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other party in respect of all covenants and obligations of this Agreement.
- (b) Neither the City nor the Provider may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- (c) Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by the Provider to any Provider, subcontractor, supplier, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than the City and the Provider.

10.9 Conflict.

If a conflict exists between this Agreement, and an Exhibit, the Response, then such conflicts shall be resolved as follows:

- (a) If a conflict exists between this Agreement and an Exhibit or the Response, then this Agreement shall control.
- (b) If a conflict exists between the Response and an Exhibit, the Exhibit shall control.

10.10 Severability

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Provider, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.11 Captions

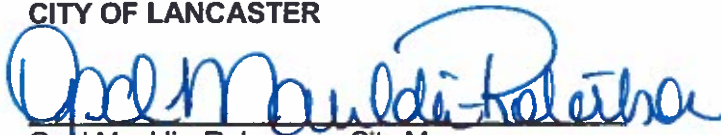
The captions used in this Agreement are for convenience only and shall not affect in any way the meaning or interpretations of the provisions set forth herein.

10.12 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this the 8th day of August, 2016.

CITY OF LANCASTER


Opal Mauldin-Robertson, City Manager

Date: August 22, 2016

ATTEST:



Sorangel O. Arenas, City Secretary

THE RETAIL COACH

see attached

Date: _____

ATTEST:

Exhibit A: Retail Strategy proposal
Exhibit B: Fee

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CITY OF LANCASTER

See attached
Opal Mauldin-Robertson, City Manager

Date: _____

ATTEST:

Sorangel O. Arenas, City Secretary

Exhibit A: Retail Strategy proposal
Exhibit B: Fee

THE RETAIL COACH

Chelly J. J. J.
President / CEO

Date: 8/22/16

ATTEST:

[Signature]

LANCASTER CITY COUNCIL

City Council Regular Meeting

4.

Meeting Date: 07/10/2017

Policy Statement: This request supports the City Council 2016-2017 Policy Agenda

Goal(s): Healthy, Safe & Vibrant Community
Quality Development

Submitted by: Bester Munyaradzi, Senior Planner

Agenda Caption:

Z17-04 Conduct a public hearing and consider an ordinance changing the zoning designation on approximately 5.91 acres of land generally located north of Bear Creek Road and west of South Houston School Road addressed as 2227 South Houston School Road described in the Charles H. Bernard Abstract, 128 PG 020, Tract 27, Lancaster, Dallas County Texas from A-O Agricultural Open space to SF-5, Single Family Residential.

Background:

1. **Location and Size:** The property is located on the northwest corner of Bear Creek Road and South Houston School Road. The property is approximately 5.91 acres of land. Generally addressed as 2227 South Houston School Road, Lancaster, Dallas County, Texas.
2. **Current Zoning:** The subject property is currently zoned A-O, Agricultural-Open.
3. **Adjacent Properties:**
 - North: A-O – Agricultural Open (occupied residence)
 - South: A-O – Agricultural Open (vacant)
 - East: A-O – Agricultural Open (vacant)
 - West: A-O – Agricultural Open (occupied residence)
4. **Comprehensive Plan Compatibility:** The 2016 Comprehensive Plan identifies this site as suitable for Medium Density Residential. The proposed use is consistent with the Comprehensive Plan.

Operational Considerations:

This is a request for a zoning change from AO - Agricultural-Open to SF-5 Single Family Residential.

The subject property is a vacant parcel of land surrounded by vacant properties to the south and east and occupied residences on the north and west. The lots to the north of the subject property are approximately 2.5 acres in size and the lots to the west of the property are approximately 6 acres in size. The applicant wants to divide the property into six, 0.9 acre lots and construct six, 1 single family detached homes, a minimum of 1,800 square feet.

Pursuant to Section 14.1101 of the Lancaster Development Code (LDC), when reviewing a zoning change application, there are five (5) considerations that must be made when deciding on a zoning change application. Below is an analysis of these considerations:

Consistency with the Comprehensive Plan: The City's 2016 Comprehensive Plan identifies this site as suitable for medium density residential. The proposed use is consistent with the current 2016 Future Land Use Map of the Comprehensive Plan, not exceeding the 5 units per acre requirement.

Potential Impact on Adjacent Development: The subject property is currently undeveloped. Properties to the north and west have occupied single family residences and properties to the south and east are undeveloped. This rezoning request will not negatively impact the surrounding properties as the applicant is requesting to rezone the property in order to construct single family residences (zoning exhibit).

Availability of utilities and access: The subject property is served by City of Lancaster sewer and water. The applicant will be responsible for connecting to those utilities.

Site conditions such as vegetation, topography and floodplain: The subject property is currently undeveloped. Issues such as vegetation and topography will be further explored at the platting and site planning stages. The City Engineer has reviewed and determined that it is not in the floodplain.

Timing of Development as it relates to Lancaster's Capital Improvement Plan: The City of Lancaster's Wastewater Capital Improvements Plan includes improvement along South Houston School Road for a 6" sewer line.

A 15 ' rights-of-way dedication on Bear Creek Road and 20' rights-of-way dedication on Houston School Road are required for future construction of the roadway and will be required during the platting process.

Approval Authority: Upon recommendation by the Planning and Zoning Commission, the City Council will conduct a public hearing and render a final decision for this item.

Public Information Considerations:

Zoning signs were placed on the subject property on April 6, 2017. Property owner notices were sent on May 16, 2017 to properties within 200 feet of the subject site. Newspaper notices were published on May 18, 2017 in the Focus Daily News. Staff received two (2) letters in support and two (2) letters in opposition of this rezoning request.

Options/Alternatives:

1. Approve the ordinance as presented.
2. Deny the ordinance.
3. Approve the ordinance with changes and stipulate those changes.

Recommendation:

This item was considered at the Planning and Zoning Commission (P&Z) meeting on June 6, 2017 and P&Z recommended approval. Staff concurs with the P&Z.

Attachments

Ordinance
Exhibit "A" & "B"
Location Map
Zoning Map
Comprehensive Plan Map
Property Owner Notifications(2 in support, 2 in opposition)
Planning and Zoning Meeting Minutes

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, CHANGING THE ZONING DESIGNATION ON APPROXIMATELY 5.91 ACRES OF LAND GENERALLY LOCATED NORTH OF BEAR CREEK ROAD AND WEST OF SOUTH HOUSTON SCHOOL ROAD, WITH AN ADDRESS OF 2227 SOUTH HOUSTON SCHOOL ROAD, FROM A-O, AGRICULTURAL-OPEN SPACE DISTRICT, TO SF-5, SINGLE FAMILY RESIDENTIAL DISTRICT; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE: PROVIDING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission and the City Council, in accordance with the City's Code of Ordinances, state law and all other applicable ordinances of the City, have given the required notices and have held the required public hearings regarding the amendment of the City's zoning laws by changing the zoning on the property referenced in the exhibit attached hereto as Exhibit A, incorporated by reference ("the Property"); and

WHEREAS, all legal requirements, conditions and prerequisites have been complied with prior to the case coming before the City Council for the City of Lancaster, including all mandated public notices and public hearings; and

WHEREAS, the City Council, after determining that all legal requirements of notice and hearing have been met, has determined that the following amendment would provide for and would be in the best interest of the health, safety, morals and general welfare of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS:

SECTION 1. All of the above premises are hereby found to be true and correct and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. From and after the effective date of this Ordinance, the zoning on the Property is hereby changed from A-O, Agricultural-Open Space, to SF-5, Single Family Residential District, as more particularly described in Exhibit A, "Legal Description," and Exhibit B, "Zoning Exhibit," attached hereto and made a part hereof for all purposes. The City's Zoning Map shall be amended to reflect the zoning amendment referenced herein.

SECTION 3. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 4. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 5. Any person, firm, corporation or business entity violating this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be subject to a fine not to exceed \$2,000.00, and each day that such violation shall continue shall be considered a separate offense. These penal provisions shall not prevent an action on behalf of the City of Lancaster to enjoin any violation or threatened violation of the terms of this Ordinance, or an action for mandatory injunction to remove any previous violation hereof.

SECTION 6. This Ordinance shall become effective from and after its passage and publication.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 10th day of July, 2017.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

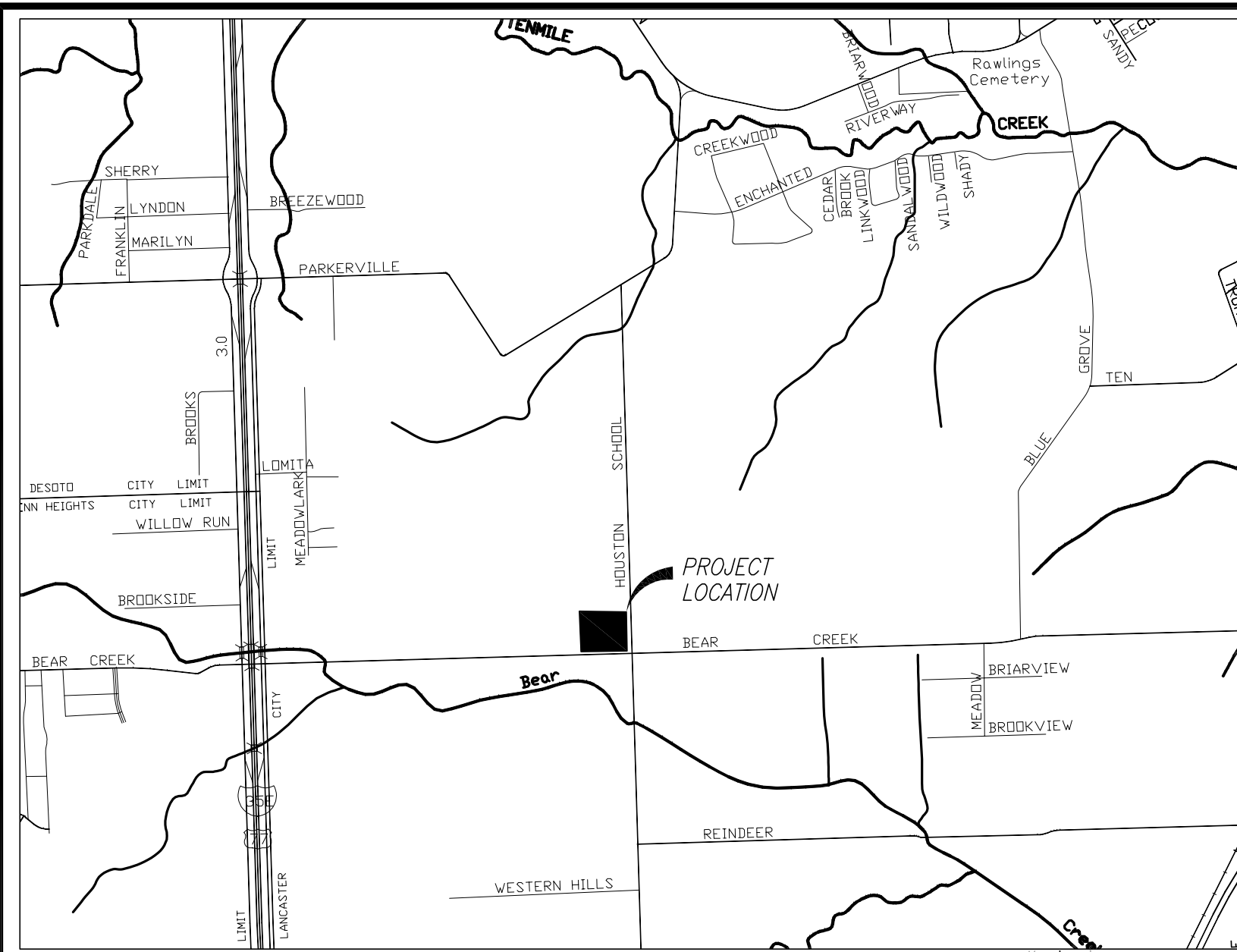
EXHIBIT A

(Legal Description)

Being a 5.91 acre tract of land situated in the Charles Bernard Survey Abstract Number 128, City of Lancaster Dallas County, Texas.

EXHIBIT B

(Zoning Exhibit)



- * LEGEND *
- PROPERTY LINE
 - EASEMENT
 - CURB AND GUTTER
 - ASPHALT
 - OVERHEAD ELECTRIC
 - UNDERGROUND ELECTRIC
 - SANITARY SEWER
 - WATER
 - GAS
 - STORM SEWER
 - FENCE
 - MAJOR CONTOUR
 - MINOR CONTOUR
- * LEGEND *
- BM BENCHMARK
 - CIRF CAPPED IRON ROD FOUND
 - CIRS CAPPED IRON ROD SET
 - IRF IRON ROD FOUND
 - IPF IRON PIPE FOUND
 - X-CUT (CM) 2" CUT ON CONCRETE
 - D.R.D.C.T. CONTROLLING MONUMENT
 - P.R.D.C.T. DEED RECORDS, DALLAS COUNTY, TEXAS
 - INST# PLAT RECORDS, DALLAS COUNTY, TEXAS
 - VOL. INSTRUMENT NUMBER
 - PG. VOLUME
 - NO. PAGE
 - R.O.W. RIGHT-OF-WAY
 - ESMT. EASEMENT
 - POC POINT OF COMMENCING
 - POB POINT OF BEGINNING
 - NTS NOT TO SCALE

PROPERTY DESCRIPTION

BEING A 5.91 ACRE TRACT OF LAND, SITUATED IN DALLAS COUNTY, TEXAS ACCORDING TO A DEED TO CHRISTOPHER FANTROY, AND BEING INSTRUMENT NUMBER D201700089158, DEED RECORDS OF DALLAS COUNTY TEXAS, AND BEING MORE PARTICULAR DESCRIBED BY A METES AND BOUNDS AS FOLLOWS:

BEGINNING AT AN IRON ROD FOUND FOR THE NORTHEAST CORNER OF THIS TRACT, SAID POINT ALSO LYING IN THE WEST RIGHT-OF-WAY LINE OF HOUSTON SCHOOL ROAD;

THENCE: ALONG THE AFOREMENTIONED WEST RIGHT-OF-WAY LINE OF HOUSTON SCHOOL ROAD, SOUTH 00° 49' 49" EAST, A DISTANCE OF 408.96, TO A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF THIS TRACT. SAID POINT ALSO LYING IN THE NORTH LINE OF BEAR CREEK ROAD;

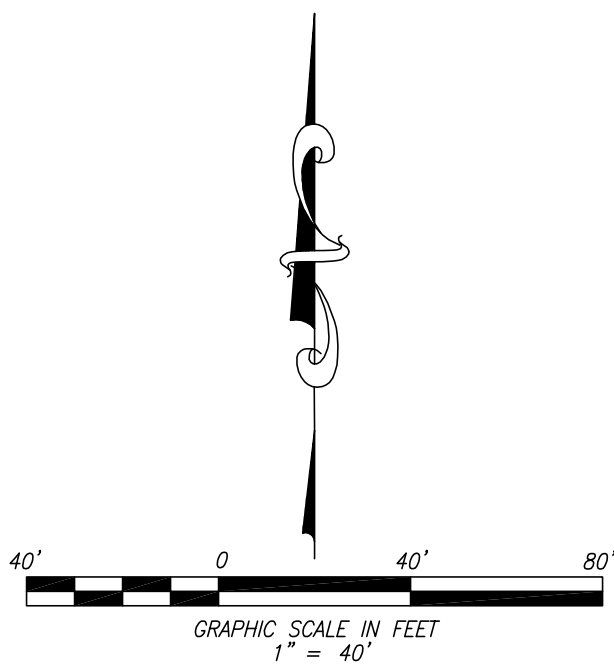
THENCE: DEPARTING THE AFOREMENTIONED WEST RIGHT-OF-WAY LINE OF HOUSTON SCHOOL ROAD, AND ALONG THE NORTH RIGHT-OF-WAY LINE OF THE AFOREMENTIONED BEAR CREEK ROAD, SOUTH 89° 10' 45" WEST, A DISTANCE OF 628.00' TO A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF THIS TRACT. SAID POINT ALSO BEING THE SOUTHEAST CORNER OF A TRACT OF LAND BELONGING TO JOAN ADAMS AS FOUND IN A DEED RECORDED IN VOLUME 2000010, PAGE 5416, DEED RECORDS, DALLAS, COUNTY, TEXAS;

THENCE: ALONG THE COMMON LINE OF THE AFOREMENTIONED JOAN ADAMS TRACT, NORTH 01° 13' 47" WEST A DISTANCE OF 408.87', TO A 1/2" IRON ROD FOUND FOR THE NORTHWEST CORNER OF THIS TRACT. SAID POINT ALSO BEING THE SOUTHWEST CORNER OF A TRACT OF LAND BELONGING TO ROMEO H. JR LEWIS AND BETTY LEWIS, AS FOUND IN A DEED RECORDED IN VOLUME 88011, PAGE 3381.

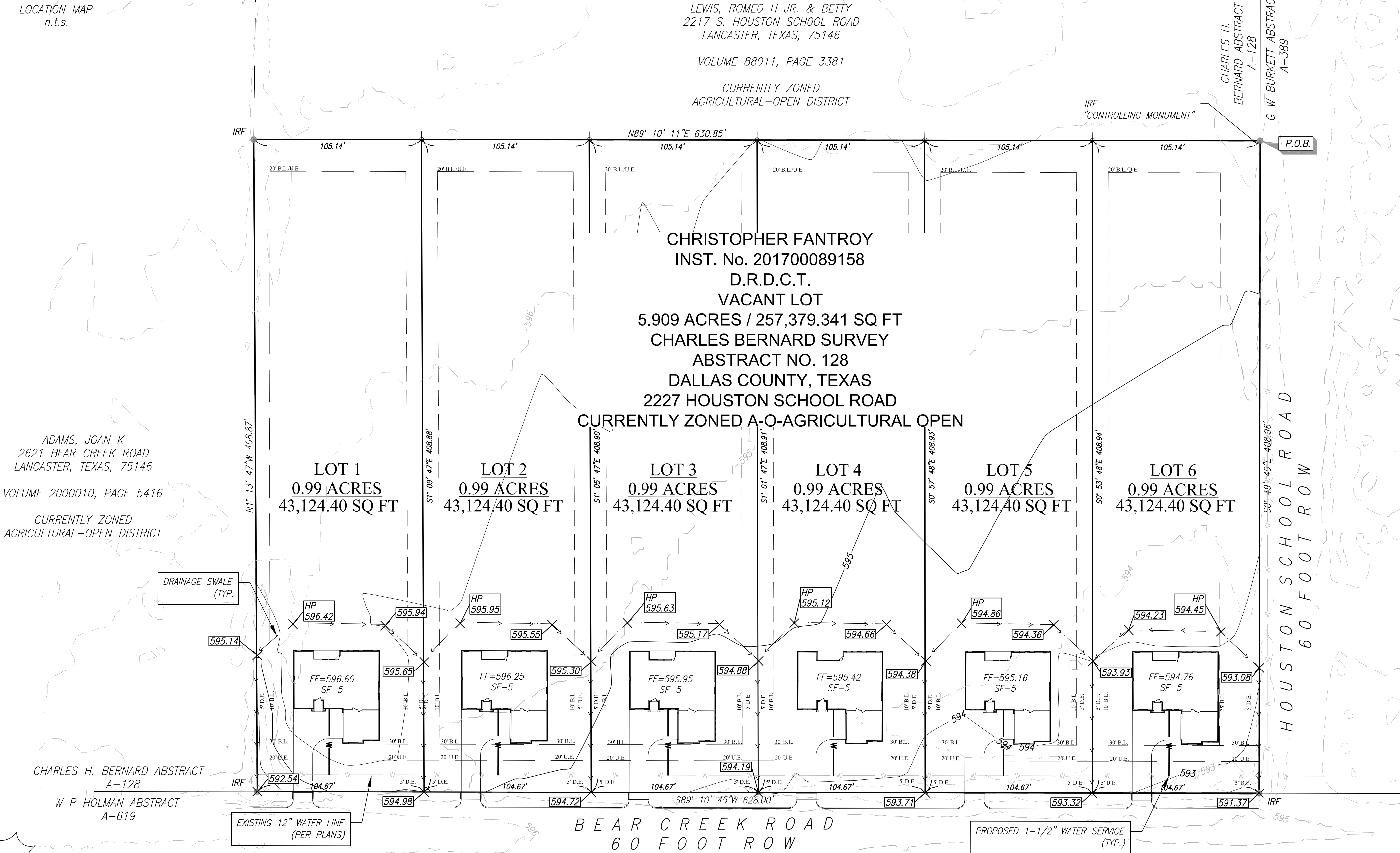
THENCE: ALONG THE COMMON LINE OF THE AFOREMENTIONED ROMEO H. JR LEWIS AND BETTY LEWIS TRACT, NORTH 89° 10' 11" EAST, A DISTANCE OF 630.85', TO THE POINT OF BEGINNING, AND CONTAINING 5.909 ACRES OR 257,379.341 SQUARE FEET OF LAND MORE OR LESS.

NOTES:

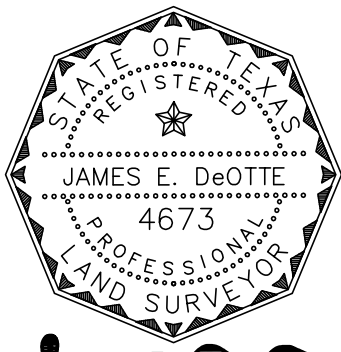
1. THIS PROPERTY DOES NOT APPEAR TO LIE WITHIN THE FLOODPLAIN AS SHOWN ON FEMA MAP NUMBER 48113C0645K, EFFECTIVE DATE JULY 07, 2014.
2. THE SUBJECT PROPERTY IS CURRENTLY ZONED A-0 (AGRICULTURAL OPEN DISTRICT) AND CLIENT IS REQUESTING ZONING TO BE CHANGED TO SF-5 (SINGLE FAMILY RESIDENTIAL).
3. BOUNDARY SURVEY UTILIZED FOR THIS DRAWING PERFORMED ON 05/17/2017 BY JAMES DeOTTE ENGINEERING, INC.
4. PROPOSED WATER SERVICES DESIGNED FROM CITY AS-BUILT PLANS DATED MARCH OF 1991, BY HUNTER ASSOCIATES, INC. PROJECT NAME: WATER SYSTEM IMPROVEMENTS, BEAR CREEK ROAD.
5. NO EVIDENCE OF EXISTING WASTEWATER ON-SITE COULD BE LOCATED. WASTEWATER TO BE PRIVATE SEPTIC.
6. APPROVAL OF THE ZONING CASE ASSOCIATED WITH THIS EXHIBIT SHALL NOT IMPLY APPROVAL OF ANY ASSOCIATED STUDY, PLAT, PLAN, APPROVAL OF DEVELOPMENT STANDARDS SHOWN HEREON, OR THE INITIATION OF THE THE DEVELOPMENT PROCESS. PLANNING AND ZONING COMMISSION AND/OR CITY COUNCIL ACTION ON STUDIES, PLATS, OR PLAN RELATING TO DEVELOPMENT OF THIS PROPERTY SHALL BE CONSIDERED AS AN ACTION SEPARATE FROM ACTION TAKEN ON THIS ZONING CASE.



LOCATION MAP
n.t.s.



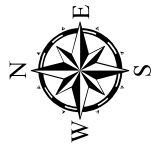
ZONING EXHIBIT
LOTS 1-6, FANTROY ADDITION (PROPOSED)
5.909 ACRES
CHARLES BERNARD SURVEY
ABSTRACT NO. 128
CASE Z-17-04
LANCASTER, TEXAS
DALLAS COUNTY TEXAS
MAY 19, 2017



OWNER/DEVELOPER:
CHRISTOPHER FANTROY
9416 DUMFRIES
DALLAS, TEXAS 75227

SURVEYOR:
JAMES DeOTTE, PE, RPLS
2201 DOTTIE LYNN PARKWAY, SUITE 119
FORT WORTH, TEXAS 76120
(817) 446-6877

CAUTION:
Underground utilities in this area.
Call DIG-TESS at least two working
days before you dig.



City of Lancaster

2227 S Houston School Rd and AO (Agricultural Open)

Fire Hydrants

Storm Sewer Lines

Sewer Lines

Water Lines

2ft Contours

Parcels

FEMA 100yr Floodplain

0

90

180

360

Feet

date: 04/07/2017

























HOUSTON SCHOOL RD

BEAR CREEK RD

N

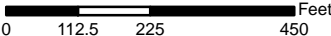


Legend

 Parcels	 MI (Medium Industrial)	 PD (Planned Development)	 TC (Town Center)
 2F-6 (2 Family Residential)	 MF-16 (Mult-Family)	 R (Retail)	 TH-16 (Town Home)
 A-O (Agricultural Open)	 MH (Mobile Home)	 SF-4 (Residential Low)	 TND (Residential)
 CH (Commercial Hwy)	 MZ	 SF-5 (Residential Medium)	 ZL-7 (Zero Lot Line Res)
 CS (Commercial Services)	 NS (Neighborhood Service)	 SF-6 (Residential High)	
 LI (Light Industrial)	 ORT (Office)	 SF-E (Single Family Estate)	



City of Lancaster
2227 S Houston School Rd
Agricultural/Open



date: 04/07/2017



HOUSTON SCHOOL RD

BEAR CREEK RD

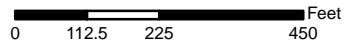


Legend

- Parcels
- Residential - Low Density
- Residential - Medium Density
- Retail



City of Lancaster
2227 S Houston School Rd
Comprehensive Plan, Residential - Medium Density



date: 04/10/2017



City of Lancaster Planning Division



NOTICE OF PUBLIC HEARING

TO: Property Owner

RE: Case No. - Z 17-04: to conduct a public hearing and consider a rezoning from AO Agricultural Open to SF-5 Residential Medium.

LOCATION: The property is located at 2227 South Houston School Road and contains approximately 5.9 acres of land and is located on the northwest corner of Bear Creek Road and South Houston School Road, Charles H Bernard Abstract, 128 PG 020, Tract 27, Lancaster, Dallas County, Texas.

EXPLANATION OF REQUEST: The Applicant requests to rezone this property for from AO Agricultural Open to SF-5 Residential Medium.

- ☒ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:
- ☐ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: It will be nice to have some single family development along Bear Creek Road corridor.

SIGNATURE:

ADDRESS:

Harlan Properties

2404 Texas Drive #103
Irving, TX 75014

Your written comments are being solicited in the above case. Additional information is available in the Department of Planning at 700 E. Main. The Planning and Zoning Commission will hold a public hearing and take action on the above case at their meeting on Tuesday, May 2, 2017 at 7:00 pm. The City Council will hold a public hearing and take action on the above case at their meeting on Monday, June 12, 2017 at 7:00 pm. Meetings are typically held in the City Council Chambers, City of Lancaster Municipal Center, 211 N. Henry Street, Lancaster, Texas.

Please legibly respond in ink. If the signature and/or address are missing, your comments will not be recorded. Your response must be received in the Planning Division by 5 p.m. on Wednesday, April 26, 2017 for your comments to be recorded for the Planning and Zoning Commission's meeting. Responses received after that time will be forwarded to the Commission at the public hearing.

If you have any questions concerning this request, please contact the Planning Division
Phone 972-218-1315
FAX 972-275-1862

RETURN BY FAX OR MAIL
City of Lancaster
Planning Division
211 N Henry St
Lancaster, TX 75146-0940



City of Lancaster Planning Division



NOTICE OF PUBLIC HEARING

TO: Property Owner

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EXPLANATION OF REQUEST: The Applicant requests to rezone this property from AO Agricultural Open to SF-5 Residential Medium.

- ☒ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:
- ☐ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: IT IS GOOD FOR THIS AREA.

SIGNATURE:

ADDRESS:

Your written comments are being solicited in the above case. Additional information is available in the Department of Planning at 700 E. Main. The Planning and Zoning Commission will hold a public hearing and take action on the above case at their meeting on Tuesday, May 2, 2017 at 7:00 pm. The City Council will hold a public hearing and take action on the above case at their meeting on Monday, June 12, 2017 at 7:00 pm. Meetings are typically held in the City Council Chambers, City of Lancaster Municipal Center, 211 N. Henry Street, Lancaster, Texas.

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City of Lancaster
Planning Division
211 N Henry St
Lancaster, TX 75146-0940



City of Lancaster Planning Division



NOTICE OF PUBLIC HEARING

TO: Property Owner

RE: Case No. - Z 17-04: to conduct a public hearing and consider a rezoning from AO Agricultural Open to SF-5 Residential Medium.

LOCATION: The property is located at 2227 South Houston School Road and contains approximately 5.9 acres of land and is located on the northwest corner of Bear Creek Road and South Houston School Road, Charles H Bernard Abstract, 128 PG 020, Tract 27, Lancaster, Dallas County, Texas.

EXPLANATION OF REQUEST: The Applicant requests to rezone this property for from AO Agricultural Open to SF-5 Residential Medium.

- ☐ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:
- ☒ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: Reasons: Noise, There ARE about 8 accidents
every year on this corner, Been on this property for
17 years with Now Issues except the flooding.

SIGNATURE: Joan K Adams

ADDRESS: 2621 Bear Creek Rd
Lancaster, Tx 75146

Your written comments are being solicited in the above case. Additional information is available in the Department of Planning at 700 E. Main. The Planning and Zoning Commission will hold a public hearing and take action on the above case at their meeting on Tuesday, May 2, 2017 at 7:00 pm. The City Council will hold a public hearing and take action on the above case at their meeting on Monday, June 12, 2017 at 7:00 pm. Meetings are typically held in the City Council Chambers, City of Lancaster Municipal Center, 211 N. Henry Street, Lancaster, Texas.

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please contact the Planning Division
Phone 972-218-1315
FAX 972-275-1862

RETURN BY FAX OR MAIL
City of Lancaster
Planning Division
211 N Henry St
Lancaster, TX 75146-0940

JK ADAMS

2621 Bear Creek

Lancaster

214-762 0946

Don't Zone Reside

49

DRAFT MINUTES
PLANNING & ZONING COMMISSION MEETING OF JUNE 6, 2017

6. **Z17-04 Conduct a Public Hearing and Consider a rezoning request from A-O Agricultural-Open to SF-5 Single Family Residential. The property is approximately 5.9 acres of land, located on the northwest corner of Bear Creek Road and South Houston School Road, is described in the Charles H. Bernard Abstract, 128 PG 020, Tract 27, Lancaster, Dallas County, Texas.**

Planner Emma Chetuya read the staff report into the record.

Acting Chair Hill opened the public hearing.

There were no speakers for this item.

MOTION: Commissioner Aguilar made a motion and seconded by Commissioner Johnson to close the public hearing. The vote was cast 3 for, 0 against [Reed absent].

MOTION: Commissioner Johnson made a motion, and seconded by Commissioner Aguilar to approve a rezoning request from A-O Agricultural-Open to SF-5 Single Family Residential. The property is approximately 5.9 acres of land, located on the northwest corner of Bear Creek Road and South Houston School Road, is described in the Charles H. Bernard Abstract, 128 pg 020, tract 27, Lancaster, Dallas County, Texas. The vote was cast 3 for, 0 against [Reed absent].

DRAFT

LANCASTER CITY COUNCIL

City Council Regular Meeting

5.

Meeting Date: 07/10/2017

Policy Statement: This request supports the City Council 2016-2017 Policy Agenda

Goal(s): Healthy, Safe & Vibrant Community
Quality Development

Submitted by: Bester Munyaradzi, Senior Planner

Agenda Caption:

M17-01 Conduct a public hearing and consider an ordinance amending a portion of the Comprehensive Land Use Plan and map for property located on the west side of North Dallas Avenue from its intersection with Rutgers Drive; north to its intersection with Brookhaven Drive southward from Suburban Neighborhood Designation to Mixed-Use Neighborhood Designation.

Background:

The 2016 Comprehensive Plan approved by City Council in October 2016 designates properties on the northwest and southwest corner of Wintergreen and Dallas Avenue as Suburban Neighborhood. Suburban Neighborhood designation allow single family detached and duplexes as well as civic and institutional uses and parks. Suburban Neighborhood land use considerations are not consistent with property at an intersection of two major arterials - Dallas Avenue, a Major Arterial Type A, and Wintergreen Road, a Major Arterial Type B. Major arterials, carry traffic over long distances and connect Lancaster to the regional freeway system and other major regional activity centers. Arterials serve both local and external trips. Type A Major Arterials are designed to utilize 120 feet of ROW, while Type B utilize 100 feet ROW. After extended discussions and deliberations, the Planning & Zoning Commission at its February 7, 2017 meeting directed staff to research the thoughts behind the 2016 Comprehensive Plan Suburban Neighborhood designation.

Staff research indicated that the properties on both the Northwest and Southwest corner of Wintergreen and Dallas Avenue have always been shown as Suburban Residential dating back to the first version of the Future Land Use Plan in 2015. Due to the size of the parcel and close proximity to existing Suburban Residential Neighborhoods, the thought was that it would be a good site for higher density Single Family uses such as townhome or duplexes, which is an option under Suburban Neighborhood Land Use Designation.

Given Suburban Neighborhood land use considerations, existing land uses along Dallas Avenue and the property location on major arterials, staff recommended that the Comprehensive Plan be updated for the properties currently designated Suburban Neighborhood on both the Northwest and Southwest corner of Wintergreen and Dallas Avenue to Mixed-Use Neighborhood. Mixed-Use Neighborhood allows retail, restaurants, townhomes, urban residential, senior housing, professional office, live/work/shop units with civic and institutional uses (public and public/private group use of a nonprofit nature, typically engaged in public service (e.g., houses of worship, nonprofit cultural centers, charitable organizations), parks and community buildings. Mixed-Use Neighborhood has more land uses that blend in well with existing uses along Dallas Avenue allowing residential as well as major arterial intersection uses. Mixed Use Neighborhood also matches the Comprehensive Plan designation on the East side of North Dallas Avenue. Mixed-Use Neighborhood allows all the land uses that are permitted in Suburban Neighborhood as well as retail, restaurants, professional office and institutional uses.

On March 7, 2017, the Planning and Zoning Commission considered an amendment to the 2016 Comprehensive Land Use Plan and map for properties on both the Northwest and Southwest corner of Wintergreen and Dallas Avenue from Suburban Neighborhood to Mixed-Use Neighborhood.

1. **Location and Size:** The property is generally located within an area along the west side of North Dallas Avenue from its intersection with Rutgers Drive northward to its intersection with Brookhaven Drive southward.
2. **Current Zoning:** The subject property is currently zoned Retail
3. **Adjacent Properties:**
North: Zoned R-Retail; land use convenience store and gas station (Phillips 66)
South: Zoned R-Retail; land use convenience store and gas station (Taco Casa and Shell)
East: Zoned R-Retail; vacant
West: Zoned R-Retail; vacant
4. **Comprehensive Plan Compatibility:** The Comprehensive Plan identifies this site as suburban neighborhood.

Operational Considerations:

This is a request for an amendment to the 2016 Comprehensive Plan from Suburban Neighborhood Designation to Mixed-Use Neighborhood Designation. The Planning Commission recommended that the Comprehensive Plan be updated for the properties currently designated Suburban Neighborhood on both the Northwest and Southwest corner of Wintergreen and Dallas Avenue to Mixed-Use Neighborhood. Mixed-Use Neighborhood allows retail, restaurants, townhomes, urban residential, senior housing, professional office, live/work/shop units with civic and institutional uses, parks and community buildings. Mixed-Use Neighborhood has more land uses that blend in well with existing uses along Dallas Avenue allowing residential as well as major arterial intersection uses. Mixed Use Neighborhood also matches the Comprehensive Plan designation on the East side of North Dallas Avenue. Mixed-Use Neighborhood allows all the land uses that are permitted in Suburban Neighborhood as well as retail, restaurants, professional office and institutional uses.

Given Suburban Neighborhood land use considerations, existing land uses along Dallas Avenue and the property location on major arterials, Staff recommends that the Comprehensive Plan be amended for the properties currently designated Suburban Neighborhood on both the Northwest and Southwest corner of Wintergreen and Dallas Avenue to Mixed-Use Neighborhood. Mixed-Use Neighborhood allows retail, restaurants, townhomes, urban residential, senior housing, professional office, live/work/shop units with civic and institutional uses, parks and community buildings. Mixed-Use Neighborhood has more land uses compatible for an intersection of two major arterials. Mixed Use Neighborhood also matches the Comprehensive Plan designation on the East side of North Dallas Avenue. Mixed-Use Neighborhood allows all the land uses that are permitted in Suburban Neighborhood plus more other uses.

Public Information Considerations:

On May 17, 2017, a notice for this public hearing appeared in the Focus Daily Newspaper. May 15th, notices to property owners within 200-feet were mailed and no responses were received from the mailed out notices.

Options/Alternatives:

1. Approve the request as presented.
2. Deny the request.
3. Approve the request with conditions and stipulate those conditions.

Recommendation:

The Planning and Zoning Commission recommended approval at their June 6, 2017 meeting and staff concurs with P&Z.

Attachments

Ordinance

Exhibit "A"

Current Land Use Plan

Proposed Future Land Use Plan

M 17-01 P&Z DRAFT Meeting Minutes

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, AMENDING THE CITY'S COMPREHENSIVE PLAN BY CHANGING THE CURRENT LAND USE REFLECTED ON THE FUTURE LAND USE MAP FROM SUBURBAN NEIGHBORHOOD DESIGNATION TO MIXED-USE NEIGHBORHOOD DESIGNATION FOR PROPERTY LOCATED ON THE WEST SIDE OF NORTH DALLAS AVENUE FROM ITS INTERSECTION WITH RUTGERS DRIVE NORTH TO ITS INTERSECTION WITH BROOKHAVEN DRIVE SOUTHWARD; MAKING FINDINGS RELATIVE THERETO; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City's Comprehensive Plan reflects that the area located on the west side of North Dallas Avenue from its intersection with Rutgers Drive north to its intersection with Brookhaven Drive southward ("Property"), as depicted in Exhibit A, attached hereto and incorporated by reference, is presently designated Suburban Neighborhood and is so reflected on the Future Land Use Map in the Comprehensive Plan; and

WHEREAS, after a duly noticed public hearing, the Planning and Zoning Commission, at its June 6, 2017, meeting recommended that the Property be designated Mixed-Use Neighborhood; and

WHEREAS, after public notice and public hearing as required by law, and upon due deliberation and consideration of the recommendation of the Planning and Zoning Commission and of all testimony and information submitted during said public hearings, the City Council of the City of Lancaster, Texas, has determined that it is in the public's best interest and in support of the health, safety, morals, and general welfare of the citizens of the City of Lancaster that the current land use designations reflected on the Future Land Use Map be changed from Suburban Neighborhood to Mixed-Use Neighborhood.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS:

SECTION 1. All of the above premises are hereby found to be true and correct legislative and factual findings of the City of Lancaster, and they are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. From and after the effective date of this Ordinance, the land use designation on the Future Land Use Map is hereby amended by changing Suburban Neighborhood to Mixed-Use Neighborhood on the Property, as depicted in Exhibit A, attached hereto and incorporated by reference.

SECTION 3. If any word, section, article, phrase, paragraph, sentence, clause, or portion of this Ordinance or application thereto to any person or circumstance is held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance; and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity which remaining portions shall remain in full force and effect.

SECTION 4. This Ordinance shall be cumulative of all provisions of ordinances of the City of Lancaster, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 5. No developer or property owner shall acquire any vested interest in this Ordinance. This Ordinance and the subsequent regulations may be amended or repealed by the City Council of the City of Lancaster, Texas, in the manner provided by law.

SECTION 6. This Ordinance shall take effect and be in full force from and after its passage and publication, as provided by the laws of the State of Texas.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 10th day of July, 2017.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

EXHIBIT A

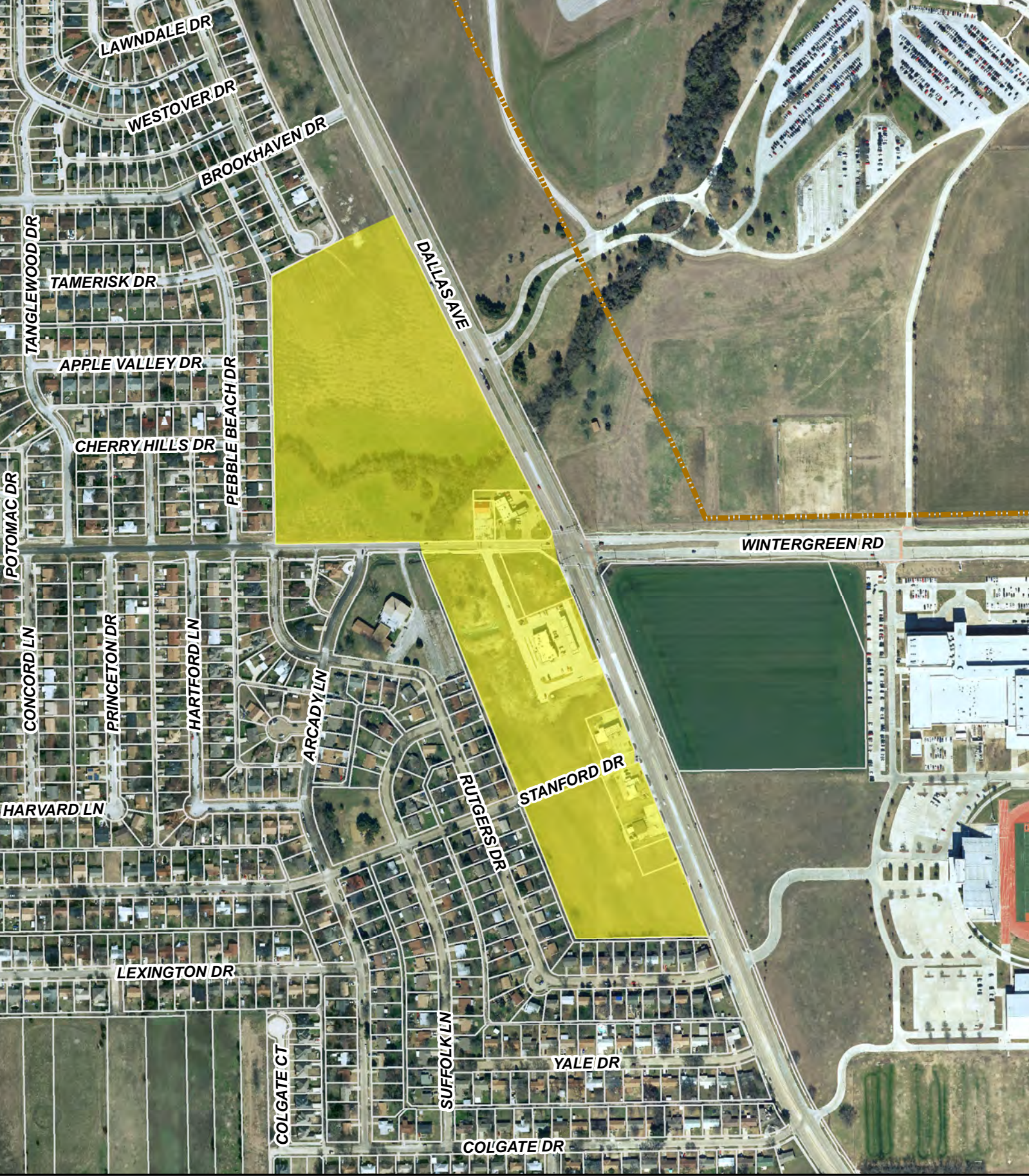
(Depiction of the Property)




Parcels
Subject Parcel




0 170 340 680 Feet

City of Lancaster N. Dallas Ave from Rutgers to Brookhaven



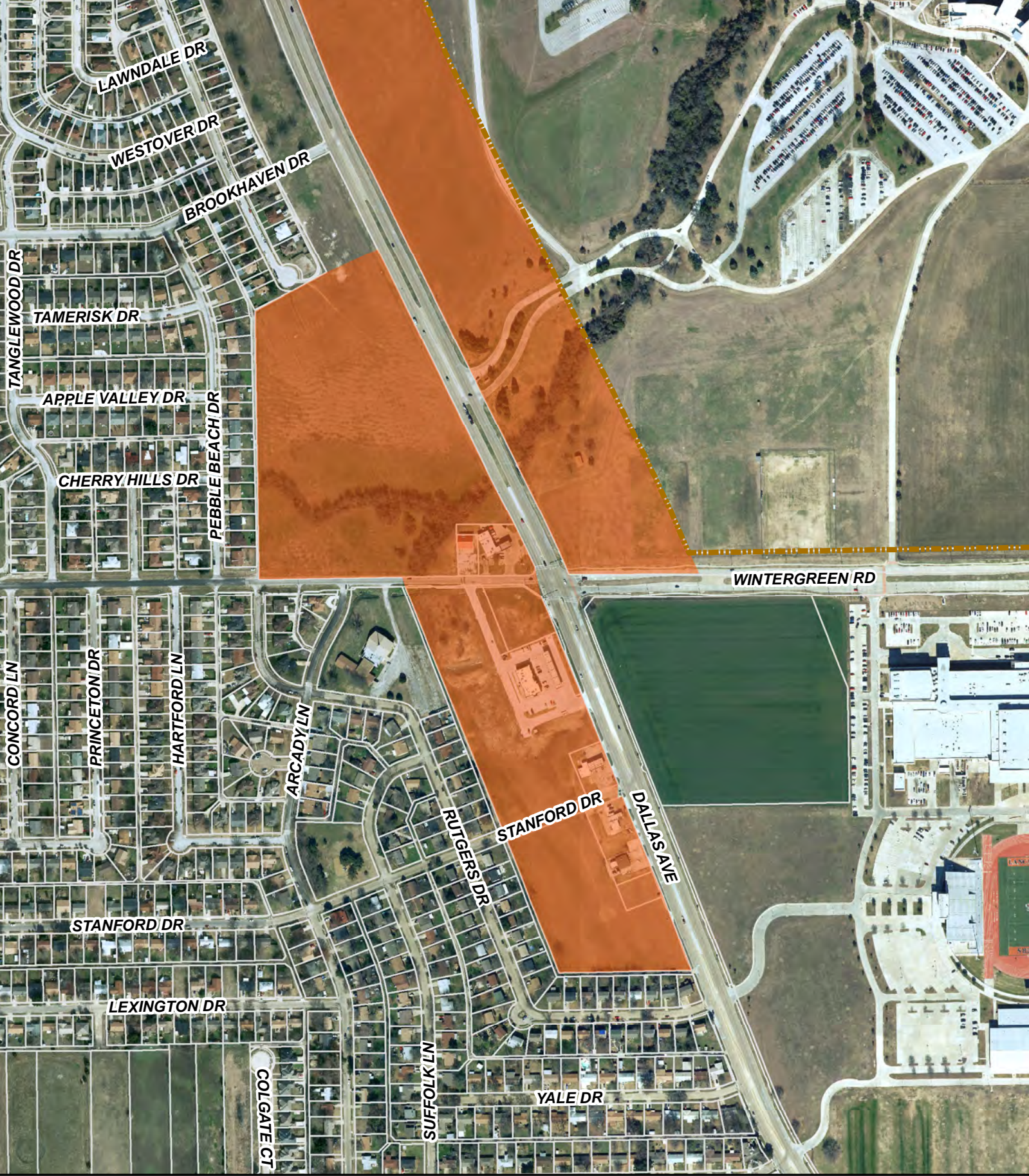


Legend

-  City Limits
-  Parcels
-  Suburban Neighborhood

City of Lancaster

Dallas Ave at Wintergreen Rd



Legend

- City Limits
- Parcels
- Mixed-Used Neighborhood

City of Lancaster

Dallas Ave at Wintergreen Rd

DRAFT MINUTES
PLANNING & ZONING COMMISSION MEETING OF JUNE 6, 2017

3. **M17-01 Conduct a Public Hearing and consider a request to amend a portion of the Comprehensive Land Use Plan map located on the west side of North Dallas Avenue from its intersection with Rutgers Drive; north to its intersection with Brookhaven Drive southward from Suburban Neighborhood Designation to Suburban Mixed-Use Designation.**

Senior Planner Bester Munyaradzi read the staff report into the record.

Acting Chair Hill opened the public hearing

There were no speakers for this item.

MOTION: Commissioner Aguilar made a motion and seconded by Commissioner Johnson to close the public hearing. The vote was cast 3 for, 0 against [Reed absent]

MOTION: Commissioner Aguilar made a motion, and seconded by Commissioner Johnson to approve M17-01 to amend a portion of the Comprehensive Land Use Plan Map located on the west side of North Dallas Avenue from its intersection with Rutgers Drive; north to its intersection with Brookhaven Drive southward from Suburban Neighborhood designation to Suburban Mixed-Use designation as presented. The vote was cast 3 for, 0 against [Reed absent]

DRAFT

LANCASTER CITY COUNCIL

City Council Regular Meeting

6.

Meeting Date: 07/10/2017

Policy Statement: This request supports the City Council 2016-2017 Policy Agenda

Goal(s): Healthy, Safe & Vibrant Community
Quality Development

Submitted by: Bester Munyaradzi, Senior Planner

Agenda Caption:

Z16-13 Conduct a public hearing and consider an ordinance granting a Specific Use Permit (SUP) to allow for a car wash of an approximately 0.10 acre tract and further described as a portion of M.M. Miller Abstract 874, City of Lancaster, Dallas County, Texas, generally addressed as 2665 North Dallas Avenue.

Background:

This is a request is for consideration of granting a Specific Use Permit (SUP) for property located in the Retail zoning district. The proposed use is for a self service automatic car wash. Car wash uses are allowed within this zoning district with approval of an SUP.

1. **Location and Size:** The property is located at 2665 North Dallas Avenue, Lancaster, Texas on the southwest corner of Wintergreen Road and North Dallas Avenue. It is an approximately 0.10 acre tract of land.
2. **Current Zoning:** The subject property is currently zoned R- Retail.
3. **Adjacent Properties:**
North: R-Retail; Convenience store and gas station (Phillips 66)
South: R-Retail; Convenience store and gas station (Taco Casa and Shell)
East: R-Retail; vacant
West: R-Retail; vacant
4. **Comprehensive Plan Compatibility:**
City Council approval of an ordinance amending a portion of the Comprehensive Land Use Plan and map for property located on the west side of North Dallas Avenue from its intersection with Rutgers Drive; north to its intersection with Brookhaven Drive southward from Suburban Neighborhood Designation to Suburban Mixed-Use Designation, would make the requested Specific Use Permit (SUP) for car wash compatible with the 2016 Comprehensive Plan. However, the car wash request would still require SUP because washes in retail zoned properties are not allowed by right.

5. Case History

Date	Body	Action
02/07/2017	P&Z	Z16-13 P&Z tabled case and requested staff to research the reason for Suburban Neighborhood designation of the subject property by the 2016 Comprehensive Plan
03/07/2017	P&Z	Z16-13 P&Z tabled the case so it could concurrently come before P&Z with the Comprehensive Plan Update on the subject property.
04/04/2017	P&Z	Z16-13 P&Z tabled the case to allow the item to be presented together with the Comprehensive Plan Update which was tabled at the 04/04/17 meeting.
06/06/2017	P&Z	Z16-13 P&Z recommended approval of the request for a Specific Use Permit for a car wash.

Approval Process:

Upon recommendation by the Planning and Zoning Commission, the City Council will conduct a public hearing and render a final decision for this item at their July 10, 2017, Regular Meeting. No response was received from property owners within 200-foot notification area.

Operational Considerations:

The purpose of this application is to request a Specific Use Permit (SUP) for car wash. An SUP is required for any use identified in the Land Use Table as requiring one and for uses with standards where the standards are not being met. The Planning and Zoning Commission, in considering and determining its recommendations to the City Council on any request for an SUP may require site plans, additional information, operating data and expert evaluation concerning the location, function and characteristics of any building or use proposed. The City Council may, in the interest of public welfare and to assure compliance, establish conditions of operation, location, arrangement and construction of any use for which an SUP is authorized.

In authorizing the location of any of the uses listed as SUP's, the City Council may impose such development standards and safeguards as the conditions and locations indicate as important to the welfare and protection of adjacent property from excessive noise, vibration, dust, smoke, fumes, gas, odor, explosion, glare, offensive view or other undesirable or hazardous conditions. The Planning and Zoning Commission and/or City Council may enforce additional restrictions or stipulations as the facts and circumstances of each case may warrant.

The proposed car wash will be automatic self service accommodating as many as three (3) cars at a time. The car wash has 17 vacuum stalls with wide open maneuvering space between the vacuum stalls that are on two sides. The number of vacuum stalls and the maneuvering space between the isles should not cause any problem with traffic circulation within the site. The vacuum stalls and maneuvering isle are all heavily screened with shade trees and shrubs. The applicant is proposing to install shade trees such as crepe myrtle, fruitless chinese pistache, lace elm and shumard oak in addition to a variety of shrubs to minimize the impact of the car wash to the adjacent properties and streets.

The proposed car wash will only use a water reclamation system to wash the cars thereby reducing water usage and waste water considerably. The car wash will also use equipment that has a very low sound and will not operate at night. Hours of operation will be limited to 8:00 am to 6:00 pm Central Standard Time. The car wash building (100% brick) will match the existing Taco Casa and Convenience store buildings.

The proposed car wash is also consistent with development standards of the Lancaster Development Code (LDC) Section 14:501 (3) (G) regarding distance from residential districts. The proposed car wash is more than 150 feet away from the residential district to the west of this property.

Public Information Considerations:

On May 17, 2017, a notice for this public hearing appeared in the Focus Daily Newspaper. Staff also mailed notifications of this public hearing on May 15, 2017 to the 7 property owners that are within 200-feet of the subject site. No responses were received from the public notification.

Options/Alternatives:

1. Approve ordinance as presented
2. Deny the ordinance
3. Approve the ordinance with modifications and state the modifications

Recommendation:

The Planning and Zoning Commission recommended approval and staff concurs with the Planning and Zoning Commission recommendation subject to the following stipulations:

1. City Council approval of the 2016 Comprehensive Plan update for properties on both the Northwest and Southwest corner of Wintergreen Road and Dallas Avenue from Suburban Neighborhood to Mixed-Use Neighborhood (M17-01 Comprehensive Plan Amendment).
2. Hours of operation limited to 8:00 am to 6:00 pm Central Standard Time.
3. Landscape as depicted on the attached landscape plan.

Attachments

Ordinance

Exhibit "A" & "B"

Z 16-13 P&Z DRAFT Meeting Minutes

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, GRANTING A SPECIFIC USE PERMIT FOR A CAR WASH ON AN APPROXIMATELY 0.10 ACRE OF LAND GENERALLY LOCATED ON THE SOUTHWEST CORNER OF NORTH DALLAS AVENUE AND WINTERGREEN ROAD, WITH AN ADDRESS OF 2665 NORTH DALLAS AVENUE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE: PROVIDING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission and the City Council, in accordance with the City's Code of Ordinances, state law and all other applicable ordinances of the City, have given the required notices and have held the required public hearings regarding the amendment of the City's zoning laws by changing the zoning on the property referenced in the exhibit attached hereto as Exhibit A, incorporated by reference ("the Property"); and

WHEREAS, all legal requirements, conditions and prerequisites have been complied with prior to the case coming before the City Council for the City of Lancaster, including all mandated public notices and public hearings; and

WHEREAS, the City Council, after determining that all legal requirements of notice and hearing have been met, has determined that the following amendment would provide for and would be in the best interest of the health, safety, morals and general welfare of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS:

SECTION 1. All of the above premises are hereby found to be true and correct and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. From and after the effective date of this Ordinance, the zoning on the Property is hereby changed by granting a specific use permit for a car wash, subject to the conditions more particularly described in Exhibit B, "Zoning Exhibits," attached hereto and made a part hereof for all purposes. The City's Zoning Map shall be amended to reflect the zoning amendment referenced herein. Further, the car wash facility's hours of operation shall be limited to 8:00 a.m. to 6:00 p.m., Central Time, and all landscaping shall be consistent with the Landscape Plan contained in Exhibit B, attached hereto.

SECTION 3. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 4. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 5. Any person, firm, corporation or business entity violating this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be subject to a fine not to exceed \$2,000.00, and each day that such violation shall continue shall be considered a separate offense. These penal provisions shall not prevent an action on behalf of the City of Lancaster to enjoin any violation or threatened violation of the terms of this Ordinance, or an action for mandatory injunction to remove any previous violation hereof.

SECTION 6. This Ordinance shall become effective from and after its passage and publication.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 10th day of July, 2017.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

EXHIBIT A

(Legal Description)

Being a 0.10 acre tract of land and further described as a portion of M.M. Miller Abstract 874,
City of Lancaster, Dallas County, Texas.

EXHIBIT B

(Zoning Exhibits)



3105

Parcels

Subject Parcel

Notification Parcels

200' Notification Area



0 130 260 520 Feet

City of Lancaster
2665 N Dallas Ave
200' Notification Area



LOCATION MAP

OWNER:
ABBAS FAWAS
2625 N. DALLAS AV.
LANCASTER, TX, 75134
PH. 469 471 8660
abbasfawas506@gmail.com

Civil Engineering:
Davis & McDill, Inc.
PO Box 428 Wausatche, TX. 75168
PH. 972 836 1185

Architecture:
INTERDESIGN Studio
2410 Luna Rd. • Suite 254
Carroll, TX 78118
PH. 409-471-8660
architecturestudio@aol.com

CEDAR SHELL ADDITION

Lot 1, Block A

1.4.2 Acres
1.4.200 sq. ft.

Q 3996 Are you up of 30' above ground (eastward)
(41342 on it up of 30' above ground (eastward))

NETAL FORMING
Purchase of 7 P256 Aero Treat
DCC 6 35+000.750001
and Purchase of 0.9547 Aero Treat

SITE PLAN DATA SUMMARY

Sl	Item	Qty	Unit
1	Handwritten paper	1000	1000
2	1000	1000	1000
3	Handwritten paper	1000	1000
4	Handwritten paper	1000	1000
5	Handwritten paper	1000	1000
6	Handwritten paper	1000	1000
7	Handwritten paper	1000	1000
8	Handwritten paper	1000	1000

በጥቅምት 2017	የጥቅምት 2017
የጥቅምት 2017	

INTERDESIGN

[illegible]

OASIS CAR WASH
2480 N. DALLAS AV.
LANCASTER, TX.

Planning

Page 10 of 10

Save & Forward

Ames Co.

ASPI.0



A1.4 SCALE 1201-0

A1.4 SCALE 1/2" = 1'-0"

A1.4 SOA 6 12 = 1.0

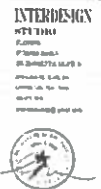


EAST ELEVATION MATERIALS PERCENTAGES

FRONT
EAST ELEVATION

REAR
WEST ELEVATION

EXTERIORS MATERIALS SCHEDULE				
SLY	ITEM	DESCRIPTION	UNITS/AC.FT.	LOCATION
20.1	STONE VENEER	COUNTRY RUBBLE SLANT BLEND	CROWN STONE	Barrie Hills
20.2	BRICK 7 1/2 IN	CLAY IN 3/4" HOLLOW AND TELL NUMBER	3/4 IN. BLK.	Barrie Hills and Carmichael
20.3	STONE/BRICK PANELS	TRIPLES 45 HBL. MIXED/25 BRONZE	FINISHES	East Exeter Hill
20.4	ROLL UP OVERHEAD DOORS	CHLORAL 20' X 10' 10' HBL CLAY 1/2" HOLLOW	DOORS BLK.	Wester Hill (over)
20.5	ALUMINUM DOORS SLITS AND COMPOSITE	CLAYAL 20' X 10' 10' HBL CLAY 1/2" HOLLOW	DOORS BLK.	East Exeter Hill

[illegible]

LOCATION MAP

FACADE ELEVATION PLAN



CAMER
ABDAS FARUQ
2221 N DALLAS AV
LANCASTER TX 75134
PH 409 471 0660
abdassad@att.net

Civil Engineering
Davis & McDaniel, Inc.
PO Box 428 Vicksburg, TX 75588
PH 361 808 1185

Architecture
INTERDESIGN Studio
2415 Linn Rd. • Suite 204
Canton, TN 37018
PH 606 471 0560
jw2-architect@gmail.com

CEDAR SHELL ADDITION

[illegible]

Location	Year
1994	1994

RECEIVED

MAY 15 2017

Planning Division

OASIS CAR WASH
2480 N. DALLAS AV.
LANCASTER, TX.

A4.0

DRAFT MINUTES
PLANNING & ZONING COMMISSION MEETING OF JUNE 6, 2017

4. **Z16-13 Conduct a Public Hearing and consider a Specific Use Permit (SUP) to allow for a car wash use at 2665 North Dallas Avenue, consisting of an approximately 0.097 acre tract and further described as a portion of M.M. Miller Abstract 874, City of Lancaster, Dallas County, Texas.**

Senior Planner Bester Munyaradzi read the staff report into the record.

Hani Elkady, 3120 Ashwood Court, Richardson, Texas, spoke on behalf of the applicant to further explain the application.

Acting Chair Hill opened the public hearing.

There were no speakers for this item.

MOTION: Commissioner Aguilar made a motion and seconded by Commissioner Johnson to close the public hearing. The vote was cast 3 for, 0 against [Reed absent]

MOTION: Commissioner Aguilar made a motion, and seconded by Commissioner Johnson to approve Z16-13 a Specific Use Permit (SUP) to allow for a Car Wash use at 2665 North Dallas Avenue, consisting of an approximately 0.097 acre tract and further described as a portion of M.M. Miller Abstract 874, City of Lancaster, Dallas County, Texas as presented with the modification of the hours from 6 am-6 pm to 8 am-6 pm. The vote was cast 3 for, 0 against [Reed absent]

DRAFT

LANCASTER CITY COUNCIL

City Council Regular Meeting

7.

Meeting Date: 07/10/2017

Policy Statement: This request supports the City Council 2016-2017 Policy Agenda

Goal(s): Financially Sound Government
Quality Development

Submitted by: Shane Shepard, Economic Development Director

Agenda Caption:

Discuss and consider a resolution approving terms and conditions and authorizing the City Manager to sign a professional services agreement (RFP 2017-02), with Willdan Financial Services for an Economic Development Strategic Plan.

Background:

The 2016 City Council Strategic Plan determined the City of Lancaster needed an Economic Development Strategic Plan in order to create strong direction for economic development goals and objectives for the community. In February 2017, staff issued a Request For Proposal (RFP 2017-02) and received six submissions. Proposals were evaluated. Staff recommended Willdan Financial Services, Inc. City Council received a presentation from Willdan at the June 19, 2017 Work Session.

Operational Considerations:

Willdan presented their approach to creation of a strategic plan as well as an implementation plan. The process will include a minimum of two public engagement meetings in addition to any City Council updates.

Legal Considerations:

The City Attorney has reviewed and approved the resolution and agreement as to form.

Public Information Considerations:

This item is being considered at a meeting of the City Council noticed and held in accordance with the Texas Open Meetings Act.

Fiscal Impact:

The agreement will not exceed \$96,815.

Options/Alternatives:

1. The City Council may approve the resolution as presented.
2. The City Council may reject the resolution.

Recommendation:

Staff recommends approval as presented.

Attachments

Resolution

Agreement

Fee Schedule

Proposal

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE WILDAN FINANCIAL SERVICES AND THE CITY OF LANCASTER FOR PROVIDING AN ECONOMIC DEVELOPMENT STRATEGIC PLAN; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE AND EFFECTIVE DATE.

WHEREAS, the City Council recognizes how important business and community development is to the vitality and growth of Lancaster; and

WHEREAS, an Economic Development Strategic plan would give focus to economic and business growth in the community;

WHEREAS, Wildan Financial Services, Inc. has submitted a proposal for \$98,615 to develop an Economic Development Strategic plan;

WHEREAS, the City Council is responsible for the review and evaluation projects funded by Type A funds; and

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

SECTION 1. That the City Council approves the contract which is attached hereto.

SECTION 2. That this resolution shall take effect immediately from and after its passage and it is so duly resolved.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 10th day of July, 2017.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

City of Lancaster, Texas
Standard Professional Services Agreement

This Agreement is made by and between the City of Lancaster, Texas, a home-rule municipality (hereinafter referred to as the "City") and Willdan Financial Services, Inc., a California corporation (hereinafter referred to as the "Provider") for Economic Development Strategic Plan Service Agreement, (hereinafter referred to as the "Project"), the Owner and the Provider hereby agree as follows:

ARTICLE I: CONTRACT & CONTRACT DOCUMENTS

1.1 THE CONTRACT

The Contract between the City and the Provider, of which this Agreement is a part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last party to execute it.

1.2 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Proposal, the Fee Schedule, all Amendments issued hereafter, any other amendments executed by the parties, together with the following (if any): None

Documents not enumerated in this Paragraph 1.2.1 are not Contract Documents and do not form part of this Contract.

ARTICLE 2: RECITALS

- 2.1 The City desires the Provider complete an extensive market research to evaluate the metro area and local economy; and
- 2.2 The Provider has the knowledge, ability and expertise to provide such services; and
- 2.3 The City desires to engage the services of Provider, as an independent Contractor and not as an employee, to provide services the services listed below and as detailed in the scope of services which is attached hereto and incorporated herein as **Exhibit A**.

ARTICLE 3: TERM / TERMINATION

3.1 Time of Performance

All work and services provided under this Contract must be completed as outlined in **Exhibit A**.

3.2 Time is of the essence of this Contract.

The Provider shall be prepared to provide the professional services in the most expedient and efficient manner possible in order to complete the work by the times specified.

3.3 TERMINATION

This Agreement may be suspended or terminated by either Party with or without cause at any time by giving written notice to the other party. In the event suspension or termination is without cause, payment to the Provider, in accordance with the terms of this Agreement, will be made on the basis of services reasonably determined by City to be satisfactorily performed to date of suspension or termination. Such payment will be due upon delivery of all instruments of service to City.

In the event that City requires a modification of the Agreement with Provider, and in the event the parties fail to agree upon a modification of this Agreement, the Parties shall have the option of terminating this Agreement. Payment to Provider shall be made by the City in accordance with the terms of this Agreement, for the services mutually agreed upon by the Parties to be properly performed by the Provider prior to such termination date.

ARTICLE 4: SCOPE OF SERVICES

4.1 Scope of Services

In consideration of the compensation stated in Article 5, the provider agrees to provide the City with the services as described in **Exhibit A** which is incorporated herein by reference for all purposes, and which services may be more generally described as follows:

Services include:

- 1. Gather and analyze information to become familiar with the City of Lancaster such as existing demographic and socioeconomic data, labor force characteristics and other key economic indicators.*
- 2. Prepare key demographic trends and forecasts, social factors, economic factors and financial indicators for inclusion into the strategic plan. This task should include preparation of a market segmentation of the City's retail/commercial and industrial sectors.*
- 3. Describe the overall strategy and conduct a comprehensive analysis. Identify ways to strategically position the City to maximize opportunities, including setting priorities.*
- 4. Establish performance measurements, benchmarks or milestones that measure the City's progress throughout the economic development strategic planning process.*
- 5. Identify means by which consultant will work with City staff and elected officials and to identify and prioritize economic development goals and objectives and proposed activities and programs.*
- 6. Review policies and procedures including the City's official Incentive Policy that affect economic development and growth, and recommend policy, process or procedural changes.*
- 7. Identify and describe economic development potential and ways to grow and diversify the economy.*
- 8. Develop a sales and marketing plan with budget projections. Include brand development, marketing tools, a sales plan and implementation strategy.*

4.2 AUTHORIZED AGENT

All work performed by the Provider will be performed under this Agreement, signed by a duly authorized agent of the City as approved by resolution of the City Council of the City of Lancaster, Texas and the designated authorized agent for the Provider.

ARTICLE 5: COMPENSATION / PAYMENT TERMS AND CONDITIONS

5.1 Compensation for the performance of Services described herein shall be paid to the Provider by the City in an amount not to exceed the lump sum price submitted which shall accrue and be payable as provided in Sections 5.1 and 5.2 hereof.

5.2 Work will be performed at the rates set forth in **Exhibit B**, Fee Schedule, which is attached hereto and incorporated herein by reference, or as otherwise provided in negotiated fee schedules approved within this Agreement, if any.

5.3 If the City fails to make any payment due the Provider within thirty (30) days after receipt of Provider's invoice, the amounts due the Provider will be increased at the rate of 1.5% per month from said thirtieth day, unless there is a good faith refusal by the City to pay. Payment shall be remitted to Provider by City as instructed on invoices.

5.4 Invoices shall be delivered to one of the following address.

City of Lancaster
Accounts Payable
PO Box 940
Lancaster, TX 75146

accounts-payable@lancaster-tx.com

ARTICLE 6: TIME FOR COMPLETION

6.1 The Provider's services and compensation under this Agreement have been agreed to in anticipation of orderly and continuous progress of the Assigned Project(s) through completion of the project(s).

6.2 If the City fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, the Provider shall be entitled to equitable adjustment of rates and amounts of compensations to reflect reasonable costs incurred by Provider as a result of the delay or changes in the various elements that comprise such rates of compensation, but in no event shall such compensation exceed the scope of services schedule of maximum payment unless a written amendment to this Agreement is consummated between the parties.

ARTICLE 7: INDEMNIFICATION

7.1 THE PROVIDER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER COLLECTIVELY REFERRED TO AS "INDEMNITIES") FROM AND AGAINST SUITS, ACTIONS, CLAIMS, LOSSES, ANY DAMAGE, LIABILITY, AND FROM AND AGAINST ANY COSTS AND EXPENSES, INCLUDING, IN PART, ATTORNEY FEES INCIDENTAL TO THE DEFENSE OF SUCH SUITS, ACTIONS CLAIMS, LOSSES, DAMAGES OR LIABILITY ON ACCOUNT OF INJURY, DISEASE, SICKNESS, INCLUDING DEATH, TO ANY PERSON OR DAMAGE TO PROPERTY INCLUDING, IN PART, THE LOSS OF USE RESULTING THEREFROM, ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE PROVIDER, ITS OFFICERS, EMPLOYEES, SERVANTS, AGENTS OR SUBCONTRACTORS, OR ANYONE ELSE UNDER THE PROVIDER'S DIRECTION AND CONTROL, AND ARISING OUT OF, RESULTING FROM, OR CAUSED BY THE PERFORMANCE OR FAILURE OF PERFORMANCE OF ANY WORK OR SERVICES UNDER THIS AGREEMENT, OR FROM CONDITIONS CREATED BY THE PERFORMANCE OR NON-PERFORMANCE OF SAID WORK OR SERVICES. IN THE EVENT ONE OR MORE OF THE INDEMNITIES IS DETERMINED BY A COURT OF LAW TO BE JOINTLY OR DERIVATIVELY NEGLIGENT OR LIABLE FOR SUCH DAMAGE OR INJURY, THE PROVIDER SHALL BE OBLIGATED TO INDEMNIFY INDEMNITIES AS PROVIDED HEREIN ON A PROPORTIONATE BASIS IN ACCORDANCE WITH THE FINAL JUDGMENT, AFTER ALL APPEALS ARE EXHAUSTED, DETERMINING SUCH JOINT OR DERIVATIVE NEGLIGENCE OR LIABILITY.

7.02 THE CITY AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE PROVIDER, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER COLLECTIVELY REFERRED TO AS "INDEMNITIES") FROM AND AGAINST SUITS, ACTIONS, CLAIMS, LOSSES, ANY DAMAGE, LIABILITY, AND FROM AND AGAINST ANY COSTS AND EXPENSES, INCLUDING, IN PART, ATTORNEY FEES INCIDENTAL TO THE DEFENSE OF SUCH SUITS, ACTIONS CLAIMS, LOSSES, DAMAGES OR LIABILITY ON ACCOUNT OF INJURY, DISEASE, SICKNESS, INCLUDING DEATH, TO ANY PERSON OR DAMAGE TO PROPERTY INCLUDING, IN PART, THE LOSS OF USE RESULTING THEREFROM, ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE CITY, ITS OFFICERS, EMPLOYEES, SERVANTS, AGENTS OR SUBCONTRACTORS, OR ANYONE ELSE UNDER THE CITY'S DIRECTION AND CONTROL, AND ARISING OUT OF, RESULTING FROM, OR CAUSED BY THE PERFORMANCE OR FAILURE OF PERFORMANCE OF ANY WORK OR SERVICES UNDER THIS AGREEMENT, OR FROM CONDITIONS CREATED BY THE PERFORMANCE OR NON-PERFORMANCE OF SAID WORK OR SERVICES. IN THE EVENT ONE OR MORE OF THE INDEMNITIES IS DETERMINED BY A COURT OF LAW TO BE JOINTLY OR DERIVATIVELY NEGLIGENT OR LIABLE FOR SUCH DAMAGE OR INJURY, THE CITY SHALL BE OBLIGATED TO INDEMNIFY INDEMNITIES AS PROVIDED HEREIN ON A PROPORTIONATE BASIS IN ACCORDANCE WITH THE FINAL JUDGMENT, AFTER ALL APPEALS ARE EXHAUSTED, DETERMINING SUCH JOINT OR DERIVATIVE NEGLIGENCE OR LIABILITY.

7.03 THE PROVIDER IS NOT OBLIGATED TO INDEMNIFY THE CITY IN ANY MANNER WHATSOEVER FOR THE CITY'S OWN NEGLIGENCE.

7.04 NOTHING CONTAINED HEREIN SHALL CONSTITUTE A WAIVER OF GOVERNMENTAL IMMUNITY IN FAVOR OF ANY THIRD PARTY.

7.05 PROVIDER AGREES THAT IT IS AN INDEPENDENT CONTRACTOR AND NOT AN AGENT OF THE CITY, AND THAT PROVIDER IS SUBJECT, AS AN EMPLOYER, TO ALL APPLICABLE UNEMPLOYMENT COMPENSATION STATUTES, SO FAR AS TO RELIEVE THE CITY OF ANY RESPONSIBILITY OR LIABILITY FROM TREATING PROVIDER'S EMPLOYEES AS EMPLOYEES OF CITY FOR THE PURPOSE OF KEEPING RECORDS, MAKING REPORTS OR PAYMENTS OF UNEMPLOYMENT COMPENSATION TAXES OR CONTRIBUTIONS. PROVIDER FURTHER AGREES TO INDEMNIFY AND HOLD CITY HARMLESS AND REIMBURSE IT FOR ANY EXPENSES OR LIABILITY INCURRED UNDER SAID STATUTES IN CONNECTION WITH EMPLOYEES OF PROVIDER.

7.06 PROVIDER SHALL DEFEND AND INDEMNIFY INDEMNITIES AGAINST AND HOLD CITY AND THE PREMISES HARMLESS FROM ANY AND ALL CLAIMS, SUITS OR LIENS BASED UPON OR ALLEGED TO BE BASED UPON THE NON-PAYMENT OF LABOR, TOOLS, MATERIALS, EQUIPMENT, SUPPLIES, TRANSPORTATION AND MANAGEMENT COSTS INCURRED BY PROVIDER IN PERFORMING THIS AGREEMENT.

ARTICLE 8: INSURANCE

8.1 Workers Compensation Insurance

The Provider shall provide and maintain Workers' Compensation with statutory limits.

8.2 Automotive Insurance

Provider shall provide and maintain in full force and effect during the time of this Agreement, auto insurance (including, but not limited to, insurance covering the operation of owned and non-owned automobiles, trucks and other vehicles) protecting Provider and City as an additional insured with limits not less than 250/500/100,000 or as amended by statute.

8.3 General Liability Insurance

Provider shall provide general liability insurance. Such insurance covering personal and bodily injuries or death shall be in the sum of not less than two hundred fifty thousand dollars (\$250,000.00) per occurrence and five hundred thousand dollars (\$500,000.00) aggregate. Insurance covering damages to property shall be in the sum of not less than one hundred thousand dollars (\$100,000.00). The general liability insurance must name the City as an additional insured.

8.4 Professional Liability Errors and Omissions Insurance

Provider shall also provide and maintain Professional Liability Errors and Omissions Insurance coverage to protect Provider and City from any liability arising out of the performance of professional services, if any, under this Agreement. Such coverage shall be in the sum of not less than three hundred thousand dollars (\$300,000.00) per occurrence and five hundred thousand dollars (\$500,000.00) aggregate.

8.5 Certificate of Insurance

A signed Certificate of Insurance, satisfactory to City, showing compliance with the requirements of this Article shall be furnished to City before any services are performed. Such Certificate shall provide thirty (30) days written notice to City prior to the cancellation or modification of any insurance referred to therein.

The project name and bid/contract number shall be listed on the certificate.

ARTICLE 9: DEFAULT

In the event Provider fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within thirty (30) days after written notice by City to Provider, City may, at its sole discretion without prejudice to any other right or remedy.

- (a) Terminate this Agreement and be relieved of the payment of any further consideration to Provider except for all work determined by City to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Provider to and from meetings called by City at which Provider is required to attend, but shall not include and loss of profit of Provider. In the event such termination, City may proceed to complete the services in any manner deemed proper by the City, either by the use of its own forces or by resubmitting to others. Provider agrees that any costs incurred to complete the services herein provided for may be deducted and paid by the owner out of such money's as may be due or that may thereafter become due to Provider under and by virtue of this Agreement.
- (b) City may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of Provider.

ARTICLE 10: MISCELLANEOUS

10.1 Reuse of Documents:

All documents including Maps, Plans and Specifications provided or furnished by the Provider pursuant to this Agreement are instruments of service; and Provider shall retain ownership and property interest therein whether or not the work is completed. The City may make and retain copies of any plans or specifications provided under this Agreement for the use by City and others; such documents are not intended or suitable for reuse by City or others on extension of the Project or on any other Project. Any such reuse without written approval or adaptation by the Provider for the specific purpose intended will be at the City's sole risk and without liability to the Provider.

10.2 Entire Agreement.

This Agreement constitutes the sole and only Agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties with respect to this subject matter.

10.3 Assignment.

Neither this Agreement nor any duties or obligations under it shall be assignable by Provider without the prior written consent of City. In the event of an assignment by Provider to which the City has consented, the assignee or the assignee's legal representative shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, obligations, and agreements contained in this Agreement.

10.4 Adjustments in Services/Amendment.

This Agreement may be amended by the mutual written agreement of the parties. Provider shall not make any claims for extra services, additional services or changes in the services without a written agreement with City prior to the performance of such services.

10.5 Governing law.

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in Dallas County, Texas.

10.6 Notices.

All notices required by the Agreement shall be in writing and addressed to the following, or such other party or address as either party designates in writing, by certified mail, postage prepaid or by hand delivery:

City of Lancaster

Opal Mauldin-Jones, City Manager
PO Box 940
Lancaster, TX 75146
972-218-1300
ojones@lancaster-tx.com

Willdan Financial Services

Mark Risco, President & CEO
27368 Via Industria, Ste 200
Temecula, CA 92590
(800) 755-6864
MRisco@Willdan.com

10.7 Legal construction.

In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

10.8 Successors and Assigns.

- (a) The City and Provider each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of City and Provider are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other party in respect of all covenants and obligations of this Agreement.

- (b) Neither the City nor the Provider may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- (c) Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by the Provider to any Provider, subcontractor, supplier, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than the City and the Provider.

10.9 Conflict.

If a conflict exists between this Agreement, and an Exhibit, the Response, then such conflicts shall be resolved as follows:

- (a) If a conflict exists between this Agreement and an Exhibit or the Response, then this Agreement shall control.
- (b) If a conflict exists between the Response and an Exhibit, the Exhibit shall control.

10.10 Severability

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Provider, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.11 Captions

The captions used in this Agreement are for convenience only and shall not affect in any way the meaning or interpretations of the provisions set forth herein.

10.12 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this the 10th day of July, 2017.

CITY OF LANCASTER, TEXAS
A Texas home-rule municipality

WILLDAN FINANCIAL SERVICES, INC.,
A California corporation

Opal Mauldin-Jones, City Manager

Mark Risco, President and CEO

Date: _____

Date: _____

Exhibit A: Proposal
Exhibit B: Fee

Section VI – Fee Schedule

Schedule of Fees

Provided below is Willdan's not-to-exceed fee for the scope of work described herein. The proposed lump sum fee for the outlined services is **\$96,815**. The fee quoted below includes all labor, travel, lodging, materials, printing, overhead and profit and any other expenses associated with this engagement.

Note that the scope of work offers two options for graphic design to produce a marketing brochure executive summary of the final report (report to be prepared by Willdan, Graphic Design by Sun & Moon Marketing) as follows:

- Option A: 2 to 4-page infographic summary overview
- Option B: 12 to 16-page full report

The current fee estimate reflects Option B. The Willdan Team is available to discuss project budget modifications during contract negotiations to meet the needs of the City of Lancaster.

The table below provides a breakdown of the total price quoted on the prior page by task and team member.

SCHEDULE OF FEES	Economic Development Expert	Project Manager	Market Analyst	Market Analyst	Marketing & Branding Lead	Creative Lead	Creative Expert	Marketing & Branding Expert	Total Hours by Task	Total Cost by Task	% of Total
	J. Edison	M. McKay	A. Teleki	E. Vilchis	M. Kirch	J. Sand	S. Silverman	R. Charlop-Powers			
Task 1: Project Kick-Off & Ongoing Management	8	8	2	2	22	18	2	20	82	\$ 16,160	18%
Task 2: Research and Analysis	0	16	24	24	8	0	0	20	92	\$ 16,180	18%
Task 3: SWOT Workshop	8	32	16	0	18	0	0	0	74	\$ 15,330	17%
Task 4: Draft Strategic Planning Session	2	16	16	0	10	20	7	28	99	\$ 18,160	21%
Task 5: Final Comprehensive Economic Development Plan & Presentation	8	32	24	0	22	12	0	18	116	\$ 22,680	26%
Subtotal Hours	26	104	82	26	80	50	9	86	463	\$88,510	100%
Hourly Rate	\$ 240	\$ 210	\$ 165	\$ 165	\$ 225	\$ 195	\$ 170	\$ 155			
Total Labor	\$6,240	\$21,840	\$13,530	\$4,290	\$18,000	\$9,750	\$1,530	\$13,330		\$ 88,510	
Person Trips	1	3	1	0	3	1	0	2			
Total Estimated Cost (@\$755/person/2-day trip)	\$ 755	\$ 2,265	\$ 755	\$ -	\$ 2,265	\$ 755	\$ -	\$ 1,510		\$ 8,305	
Total Fixed Price Fee (Including Reimbursable Expenses)	\$ 6,995	\$ 24,105	\$ 14,285	\$ 4,290	\$ 20,265	\$ 10,505	\$ 1,530	\$ 14,840		\$ 96,815	

Schedule of Payments

We will invoice the City monthly based on percentage of project completed. Additional services may be authorized by the City, and will be billed at our then-current hourly overhead consulting rates.

City of **Lancaster** | Texas

Proposal

Economic Development Strategic Plan



Section I – Letter of Interest

March 24, 2017

Mr. Alton Dixon
Purchasing Agent
City of Lancaster
P.O. Box 940
Lancaster Texas 75146

Re: *Proposal for the Preparation of an Economic Development Strategic Plan for the City of Lancaster*

Dear Mr. Dixon:

Willdan Financial Services (“Willdan”) is pleased to submit the following Proposal to the City of Lancaster (“City”) for the facilitation and preparation of an Economic Development Strategic Plan. Willdan understands that the objective of this project is to assist the City in guiding the strategies and goals executed over the next five to ten years.

To undertake this engagement, Willdan is uniquely qualified to prepare an Economic Development Strategic Plan and inform the City’s critical business recruitment and attraction strategies. The City is seeking the development of a comprehensive strategy that will be the product of a local planning process and will be designed to guide the City toward economic growth. Accordingly, Willdan is prepared to provide the following specific deliverables:

1. Facilitation of a strategic planning process in collaboration with a team comprised of the City and a select group of area community, government, business and economic development leaders;
2. Evaluation of all previous economic development studies and reports conducted for the City in order to identify the appropriate organizational structure, and prioritize short and medium term goals and strategies for the City that effectively positions the organization for success;
3. Identification of and detailed recommendations regarding the development and deployment of the City resources (staff, funding, management systems, organizational structure, partnerships, etc.) to achieve the identified goals and strategies;
4. Identification and presentation of economic development initiatives; and
5. Stakeholder planning session and finalization of a comprehensive strategic plan.

Ultimately, this plan will be structured to enhance City support for entrepreneurs and to formalize the organization’s attraction, retention and expansion of businesses and the creation of primary jobs throughout the City. The Strategic Plan will ultimately serve as a mechanism for coordinating the efforts of individuals, organizations, private industry, and local governments concerned with the City economic development and future.

The final deliverables will provide the City with research, analysis, economic benchmarking, and implementation plan monitoring and reporting tools based on best-in-class industry methodologies and structured for easy use by the City staff to implement the study’s priorities and recommendations after the contract period. The ultimate outcome of this engagement will be to deliver a custom-built, flexible analytical tool and implementation plan that will assist City staff, developers and other stakeholders to objectively analyze economic development policies and alternatives that will serve to grow the City’s tax and employment base.

Our Project Team is extremely qualified to assist the City with economic development goals and strategies, specifically as it relates to business attraction, retention and expansion. Willdan's broad national and international experience in similar economic development strategic planning projects will also ensure that the tools will be anchored by cutting-edge best practices in the industry, easy to adapt to a range of business types and stages and public service cost needs, and easy to explain to the full spectrum of the City's stakeholders to best enable and empower City staff to effectively evaluate business incubation/acceleration, and their potential impact on partnering municipalities.

Willdan is excited about the opportunity to provide multi-disciplinary SWOT analysis, community outreach, and economic planning services. We will assist the City in preparing the strategic plan, linking each required item into a comprehensive document that can be used by the City as a road map for future economic development initiatives. Willdan will also assist the City in evaluating a range of public incentives and innovative infrastructure financing to optimize private investment. These approaches can help attract new business activity to the area that will increase the City's tax base and maximize public returns on infrastructure investment. To support this effort, the plan will be structured to include high quality analytics and graphics that can be easily incorporated into print materials and digital content for marketing properties to prospective businesses.

Willdan has assembled a senior project team of subject matter experts who have worked together for more than 10 years, supporting both public and private clients across the United States to implement economic development plans and provide market and fiscal analysis, finance strategies, and public policy support. The proposed project team has collectively worked in 36 states and 40 countries. For the project's market, fiscal community engagement, and economic action planning tasks, the project team's key resources are comprised of the following individuals.

- Molly McKay, CEcD, Principal Consultant: Project Manager and Economic Strategic Planning Lead
- James Edison, Managing Principal: Economic Development Expert
- Ernesto Vilchis, Project Director: Market Analyst
- Adrienne Teleki, Project Director: Market Analyst
- Madelyn Kirch, Sun & Moon Marketing and Communication, President: Marketing and Branding Team Lead
- Jessica Sand, Sun & Moon Marketing and Communication, Creative Director: Creative Lead
- Scott Silverman, Sun & Moon Marketing and Communication, Associate Creative Director: Creative Expert
- Rachel Charlop-Powers, Sun & Moon Marketing and Communication, Senior Project Manager: Creative Lead

These individuals specialize in the nexus between public and private development, with particular expertise in evaluating market opportunities, structuring public-private partnerships, and measuring the benefits of economic development to municipalities, and to state, provincial, regional, and national governments.

Willdan acknowledges herein its willingness to maintain all specified fees and services for a period of ninety (90) days from the closing date of March 27, 2017. Furthermore, I am an officer of the firm, and therefore authorized to bind the firm.

Our Project Team is excited about this opportunity to serve the City of Lancaster. To discuss any aspect of our submission, or arrange for an interview, please contact Ms. McKay directly at (202) 510-0511, or via email at mmckay@willdan.com.

Sincerely,

WILLDAN FINANCIAL SERVICES

Mark Risco

President and CEO

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Section II – Proposal Qualifications

Willdan Financial Services Firm Profile

Willdan Financial Services is one of four operating divisions within Willdan Group, Inc. (“WGI”). WGI provides technical and consulting services that ensure the quality, value and security of our nation’s infrastructure, systems, facilities, and environment. The firm has been a consistent industry leader in providing all aspects of municipal and infrastructure engineering, public works contracting, public financing, planning, building and safety, construction management, homeland security, and energy efficiency and sustainability services. Today, WGI has over 700 employees operating from offices located throughout California, as well as in Arizona, Colorado, District of Columbia, Florida, Illinois, Nevada, New Jersey, New York, Ohio, Texas and Washington.



Founded in 1988, Willdan Financial Services is one of the largest public sector financial consulting firms in the United States. Since that time, we have helped over 800 public agencies successfully address a broad range of financial challenges, such as financing the costs of growth, generating revenues to fund public services, and fostering the economic sustainability of communities nationwide. Willdan assists local public agencies by providing the following services:

- Economic development plans and strategies;
- Economic impact analysis (IMPLAN, REMI, RIMS);
- Real estate economic analysis;
- Tax increment finance district formation and amendment;
- Transit-oriented development planning
- Cost allocation and user fee studies;
- Housing development and implementation strategies;
- Financial consulting;
- Master developer RFQ/RFP issuance;
- Real estate acquisition;
- Classification/compensation surveys and analysis;
- Development impact fee establishment and analysis;
- Feasibility studies;
- Debt issuance support;
- Long-term financial plans and cash flow modeling; and
- Utility rate and cost of service studies; and
- Property tax audits

Our staff of 70 full-time employees supports our clients by conducting year-round workshops and on-site training to assist them in keeping current with the latest developments in our areas of expertise.

Sun & Moon Marketing and Communications Firm Profile

Founded in 1994 as Sun & Moon Marketing Communications, Inc., SMMC is a specialized marketing agency focused on residential and commercial real estate and related industries. Our strategic approach supports our clients’ business objectives, contributes positively to their growth, and lessens the inherent risk in real estate ventures.

We provide a broad spectrum of advertising and marketing services designed to make our clients’ daily lives more productive and less stressful. Our services cover every facet of a project including: initial strategic review and positioning; budget development and appropriation; determination of the appropriate mix of marketing tools; logo, message and theme development; and concept, design and execution of materials.

All services are performed by full-time staff, (including project managers, art directors, copywriters, web designers and programmers) who work on-site to ensure the quality of our work always meets our high standards, that work is delivered in a timely, organized fashion, and that we adhere to project budgets and schedules.

Our clients tell us that our extensive understanding of the real estate industry, our creativity and our “always-thinking” approach to account service not only lessen the learning curve, they have also made the implementation of their marketing programs much easier and more effective.

SMMC is certified as a Women's Business Enterprise (WBE) and actively pursues opportunities where the designation lends value to our clients and their partners.

Willdan Financial Services Similar Experience

The following is a representative listing of former and current Willdan clients from the last five years (note that Mr. Edison, Ms. McKay and Mr. Vilchis were previously employed by AECOM Economics (formerly Economics Research Associates) from 2003 to 2011). These project examples illustrate the Willdan Team's market analysis, redevelopment and reuse, and economic development financing experience required to successfully address the needs of the Village's Housing and Economic Impact Study.

Economic Development Analysis & Strategy

- Fort Lauderdale Economic Development Strategic Action Plan, City of Fort Lauderdale, FL
- Miramar Economic Development Action Plan, City of Miramar, FL
- Roswell Old Municipal Airport Economic Development Plan, Roswell, NM
- Miramar Town Center Retail Assessment, City of Miramar Department of Planning & Economic Development, Miramar, FL
- Miramar Historic Area Redevelopment & Infill Strategy, City of Miramar Department of Planning & Economic Development, Miramar, FL
- Crossroads Redevelopment Area Market Analysis & Tax Increment Financing Feasibility Strategy, City of Omaha, NE
- Belair Road Corridor Revitalization Market & Financial Feasibility Analysis, Baltimore Development Corporation, Baltimore, MD
- District of Columbia Parks and Recreation Master Plan Economic Analysis, District of Columbia Department of Parks and Recreation, Washington, DC
- Kalispell Core Area Market Analysis and Economic Development Strategic Plan, Kalispell, MT
- Downtown Austin Retail Revitalization Strategy, Downtown Austin Alliance, Austin, TX
- Richmond Main Street Station Highest and Best Use Analysis, City of Richmond Department of Economic Development / Davenport Investments, Richmond, VA
- Richmond Boulevard Diamond Baseball Stadium Relocation Strategy, City of Richmond Dept of Economic Development / Davenport Investments, Richmond, VA
- East Garrison Project Financing and Implementation, County of Monterey, CA
- Alameda Point Conceptual Financing Plan, Alameda Point Development Corporation, CA
- Hunters Point Naval Shipyard, Lennar Corporation, San Francisco, CA
- Mare Island Renegotiation, City of Vallejo, CA

Affordable/Workforce Housing Analysis & Strategy

- Alexandria Workforce Housing Policy Analysis, City of Alexandria Office of Planning, Alexandria, VA
- Arlington County Residential Density Bonus Financial Feasibility Analysis, Arlington County Office of Economic Development, Arlington, VA
- District of Columbia Comprehensive Housing Strategy Task Force, District of Columbia Deputy Mayor of Planning and Economic Development, Washington, DC
- National Workforce Housing Policy Review, Downtown DC BID, Washington, DC

Fiscal and Economic Impact Analysis

- Clarendon Sector Plan Update Fiscal and Economic Impact Analysis, HOK Planning Group and Arlington County Office of Planning, Arlington, VA
- Downtown DC Net Fiscal Impact Analysis 2007, Downtown DC BID / Golden Triangle BID, Washington, DC
- Downtown DC Net Fiscal Impact Analysis 2009, Downtown DC BID / Golden Triangle BID, Washington, DC
- Fiscal Benefits of the DC Convention Center Redevelopment Strategy, Stull & Lee Planning & Design and the DC Office of Planning, Washington, DC

- Graceland Convention Center Hotel Fiscal and Economic Impact Analysis, Elvis Presley Enterprises/CKx, Memphis, TN / New York, NY
- Metropolitan Washington Airports Authority 2012 Economic Impact Study, Metropolitan Washington Airports Authority, Washington, DC
- Massachusetts Institute of the Arts Economic Impact Analysis, Massachusetts Institute of the Arts, Boston, MA
- Ridge Hill Village Center Socioeconomic Impact Statement, Forest City Ratner Companies, Yonkers, NY
- Monterey Downs Fiscal and Economic Impact Analysis, Monterey Downs, LLC
- Napa Pipe Specific Plan Analysis, Napa, CA
- Los Gatos Business Park Fiscal and Economic Impact Analysis, Los Gatos, CA
- Economic Consultant Services for the Former Redevelopment Project Areas, including Pro Forma Review and Analysis, City of Oakland, CA
- Alameda Point Conceptual Financing Plan, Alameda Point Development Corporation, CA

Real Estate Advisory Services & Market Analysis

- Fort Lauderdale Retail Recruitment Strategy, City of Fort Lauderdale Department of Sustainable Development, Fort Lauderdale, FL
- Property Consolidation Analysis, Niagara-Frontier Transportation Authority (NFTA), Buffalo, NY
- Market Analysis for the DC Convention Center Strategic Development Plan, DC Office of the Deputy Mayor for Planning and Economic Development, Washington, DC
- Germantown Station Transit Oriented Development Market Analysis, Maryland National Capital Park & Planning Commission, Montgomery County, MD
- CityMarket @ O Street Tax Increment Financing Application, Roadside Development LLC, Washington, DC
- Market Analysis for the DC Convention Center Strategic Development Plan, DC Office of the Deputy Mayor for Planning and Economic Development, Washington, DC
- Customer and Product Benchmarking Assessment, New York City Energy Efficiency Corporation (NYCEEC), New York, NY
- Poplar Point Market Analysis, Private Developer, Washington, DC
- Senior Housing Market Analysis, Private Developer, Kalispell, MT



Downtown Fiscal Impact Summary Analysis

DOWNTOWN'S NET FISCAL IMPACT, FY 2010	
Downtown BID Area	
DC Local Tax and Other Revenues	\$ 794
Estimated Fiscal Costs	\$ 322
Net Fiscal Impact	\$ 472
Golden Triangle BID Area	
DC Local Tax and Other Revenues	\$ 391
Estimated Fiscal Costs	\$ 119
Net Fiscal Impact	\$ 272
Total Downtown Area	
DC Local Tax and Other Revenues	\$ 1,185
Estimated Fiscal Costs	\$ 441
Net Fiscal Impact	\$ 744
Downtown Revenue Share	
of Total DC Gross Local Revenue of \$5.03 billion in FY 2010	23.6%

- Downtown has contributed significantly to the city's strong fiscal performance.
- This analysis will be updated upon release of the adopted FY 2009 budget in June 2009

Source: ERA/ECON based on the FY2010 Proposed Budget and Financial Plan and proportionate values from 2008 analysis.

Professional Staff

We have assembled a senior level Project Team of subject matter experts with more than a decade of experience working together, supporting both public and private clients across the United States to implement economic development plans and provide market and fiscal analysis, finance strategies, and strategic and policy support. The proposed Willdan Project Team has collectively worked in 36 states and 40 countries.

The team's key resources are comprised of the following individuals.

- Molly McKay, CECd, Willdan, Principal Consultant: Project Manager and Economic Strategic Planning Lead
- James Edison, Willdan, Managing Principal: Economic Development Expert
- Ernesto Vilchis, Willdan, Project Director: Market Analyst
- Adrienne Teleki, Willdan, Project Director: Market Analyst
- Madelyn Kirch, Sun & Moon Marketing and Communication, President: Marketing and Branding Team Lead
- Jessica Sand, Sun & Moon Marketing and Communication, Creative Director: Creative Lead
- Scott Silverman, Sun & Moon Marketing and Communication, Associate Creative Director: Creative Expert
- Rachel Charlop-Powers, Sun & Moon Marketing and Communication, Senior Project Manager: Marketing and Branding Expert

These individuals specialize in the nexus between public and private development, with particular expertise in evaluating market opportunities, structuring public-private partnerships, and providing economic development strategic planning services to municipalities, and to state, regional, and national governments.

Ms. **Molly McKay, CECd**, Principal Consultant, will serve as **Project Manager and Economic Development Strategic Planning Lead** for the City's engagement. She has been assigned the primary responsibility of overseeing the tasks identified herein. She will be responsible for ensuring the quality of work products, as well as the timely completion of the work associated with this project. Ms. McKay, a land use economist and certified economic developer (IEDC), has completed more than 100 economic planning studies in 21 states and 15 countries, triggering more than \$5 billion in private real estate and economic development investment.

Mr. **James Edison**, Managing Principal, will provide **Technical Review** of the work products prior to distribution, in addition to serving as the **Economic Development Expert**. As a former bond attorney, Mr. James Edison understands the legal underpinnings and technical requirements of public financing instruments, and has advised both public and private clients on the use of individual instruments and the interaction between those instruments and the needs of developers and project finance. He has also conducted project feasibility studies for a wide range of development, often in connection with community revitalization or expansion efforts. He has conducted economic development evaluations in a wide range of contexts, including specific plans, individual development projects, community revitalization programs, annexations, and government reorganizations.

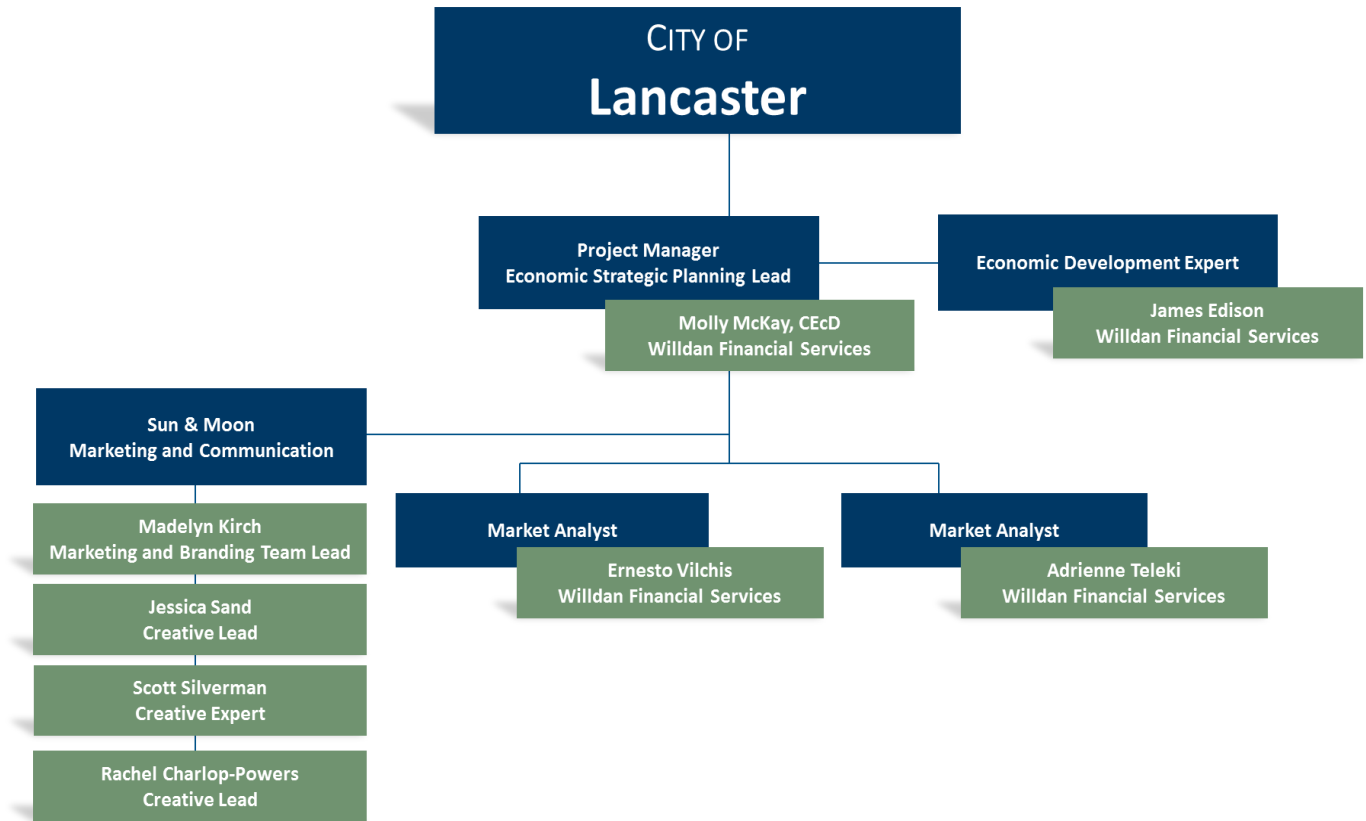
Ms. **Adrienne Teleki** and Mr. **Ernesto Vilchis** will serve as the **Market Analysts**. This analyst team has a strong track record in the successful execution of real estate development projects from site evaluation, feasibility and due diligence to predevelopment, construction, and lease up. Project experience includes downtown and suburban transit oriented development, historic restoration/adaptive use, affordable and luxury multifamily residential development and energy efficient construction and associated funding programs.

The Willdan Team will work closely with our teaming partner, Sun & Moon Marketing Communications, to initiate the development of a sales and marketing plan with budget projections. Include brand development, marketing tools, a sales plan and implementation strategy during the SWOT Workshop.

Willdan is composed of over 700 employees, including a cadre of public finance experts. If necessary, Project Manager Molly McKay can recruit additional, qualified individuals from our employee roster to assist with the completion of this engagement to deliver the final materials on time and within budget.

Organizational Chart

The chart located below identifies Willdan's proposed project team, and their role within the City of Lancaster engagement.



Staff Allocation

The following table represents the estimated staff allocation for the City's engagement.

Staff Allocation			
Team Member	Project Role	Project Hours	%
James Edison	Economic Development Expert	26	6%
Molly McKay	Project Manager	104	22%
Adrienne Teleki	Market Analyst	82	18%
Ernesto Vilchis	Market Analyst	26	6%
Madelyn Kirch	Marketing & Branding Lead	80	17%
Jessica Sand	Creative Lead	50	11%
Scott Silverman	Creative Expert	9	2%
Rachel Charlop-Powers	Marketing & Branding Expert	86	19%
Total Hours		463	100%

Resumes

Profiles and resumes for the proposed team members are provided on the following pages for your review.

Molly McKay, CEcD

Willdan Financial Services: Principal Consultant

Education

*Master of Arts (Honors),
International Politics &
Economics, University of
Exeter, Devon, UK*

*Bachelor of Arts (Honors),
University of Kansas*

*Study Abroad: University of
Law, Economics & Political
Science, Aix-Marseille III, Aix-
en-Provence, France and the
Guadalajara Language
Institute, Mexico*

*Post-Graduate Studies: Real
Estate Finance & Investment,
Johns Hopkins University Cary
Business School,
Washington, DC*

Accreditation

*Certification in Social Science
Research Methodology,
University of Exeter,
Devon, UK*

*International Economic
Development Council
Certified Economic Developer*

Areas of Expertise

*Economic Development
Strategic Plans*

*Fiscal and Economic Impact
Analysis*

*Public/Private Financing
Plans*

*Infrastructure Financing
Plans*

*Tax Increment Financing
District Formation*

*Real Estate Advisory
Services*

*Reuse & Redevelopment
Plans*

Affiliations

*American Planning
Association*

Ms. McKay possesses more than 20 years of economic policy and planning experience providing consulting services to public and private clients. Ms. McKay frequently serves as an economic advisor to municipalities, investors and developers, engineering firms, nonprofit organizations, and others throughout project feasibility, financing and implementation.

In this advisory role, Ms. McKay conducts research and scenarios testing to evaluate market and economic conditions, measure the public costs and benefits of innovative financing and incentive mechanisms, and provide strategic planning support services related to inform economic development policy frameworks. She designs and develops custom-built multivariate financial, fiscal and economic modeling tools (IMPLAN, RIMS, REMI), industry cluster analyses, local and regional economic competitiveness benchmarking, project management plans, case studies, best practices, evaluation summaries, and project implementation, monitoring and reporting plans.

Ms. McKay frequently serves government entities across all public service sectors including planning and economic development departments, utilities, housing authorities, transit agencies, airport authorities, and global development institutions. Clients include the US Department of Housing and Urban Development, the General Services Administration, US Agency for International Development, The World Bank/International Finance Corporation, Jamaica Ministry of Tourism, City of Miami Department of Planning and Economic Development, City of Fort Lauderdale Sustainable Development Department, Niagara Frontier Transportation Authority, and the Metropolitan Washington Airports Authority.

In the past 15 years, she has completed more than 100 economic development and strategic planning analyses in 21 states and abroad in 15 countries in the Middle East, Africa, and the Caribbean, triggering more than \$5 billion in economic development investment. Economic fieldwork includes Aruba, Barbados, Jamaica, Martinique, Mexico, St. Maarten/St. Martin, St. Croix, St. Lucia, Puerto Rico, and Trinidad and Tobago.

Her professional skills are anchored by an educational foundation in applied economic analysis, commercial financing structures, urban planning, sustainable environmental management and cutting-edge economic policy tools. Before joining Willdan, she was a senior associate of the Economic Policy and Planning Practice of AECOM Economics (formerly Economics Research Associates) from 2003 to 2012; a manager in the Real Estate Consulting and State and Local Tax Practices of Ernst & Young (1997 to 2002), and program coordinator, ULI-the Urban Land Institute's International and Advisory Services (1995 to 1997) and the International City/County Management Association (ICMA) in Washington, DC (1992 to 1995). Ms. McKay is a member of the ULI Redevelopment & Reuse Council, and is a 2016 graduate of the ULI Regional Land Use Leadership Institute.

Project Experience

Columbia, SC – Central Midlands Intermodal Transportation Center Feasibility Study: On behalf of the Wendel Companies, Willdan is currently assessing the market potential for complementary uses to be included in conjunction with the development of the proposed Central Midlands Intermodal Transportation Center. Prepared demographic, economic and real estate market profile report; conducted stakeholder interviews with local and regional real estate developers, brokers, economic development entities, and civic/cultural representatives to inform recommended mixed-use TOD redevelopment scenarios to inform subsequent fiscal and economic impact analysis.

City of Miramar, FL – Economic Development Strategic Plan: Served as Project Manager for the City's Economic Development Strategic Plan. This planning effort includes the preparation of a baseline Economic Profile Report; as well as identification and recommendation of potential

M. McKay*Resume Continued***Affiliations; Continued***International Economic
Development Council
(IEDC)**ULI – the Urban Land
Institute***24 Years' Experience**

citywide economic development incentive programs for business retention and recruitment that are applicable to three geographic sub-areas and citywide; a targeted industry growth strategy, a cultural arts and historic district placemaking strategy; an implementation program and “economic dashboard” of benchmarking metrics to measure the success of strategies and initiatives; and sources and uses of funding to support plan implementation (grants and other alternative funding opportunities allocated to each of the plan’s five-year implementation horizon).

Village of South Nyack/Rockland County, NY – Economic Sustainability Plan: Served as Project Manager and lead fiscal analyst on the preparation of an Economic Sustainability Plan to address the impact of the pending demolition and relocation of the Tappan Zee Bridge in the Hudson River Valley in New York. Provided key fiscal and economic analysis and implementation planning services to ensure the reversion of land by the New York Thruway Authority to the Village of South Nyack was redeveloped into a net tax positive asset for the community over the long term. The redevelopment plan includes 14 acres for public and private use, a shared use path with regional connectivity, a future Bus Rapid Transit station, and a commuter parking facility.

City of Fort Lauderdale, FL – Economic Development Strategic Action Plan: Served as Project Manager for the City’s Economic Development Strategic Action Plan (EDSAP). This citywide EDSAP includes an Economic Development Profile Report; as well as identification and recommendation of potential citywide economic development incentive programs for business retention and recruitment that are applicable to six geographic sub-areas and citywide; an entrepreneurial development and empowerment strategy, a targeted industry growth strategy, and a retail recruitment strategy; an implementation program and “economic dashboard” of benchmarking metrics to measure the success of strategies and initiatives; and sources and uses of funding to support plan implementation (grants and other alternative funding opportunities allocated to each of the plan’s five-year implementation horizon).

City of Homestead, FL – Fiscal and Economic Impact Analysis: Served as the Project Manager and lead fiscal impact consultant related to the evaluation of a series of proposed public-private redevelopment projects in Downtown Homestead. Conducted a fiscal and economic impact analysis of the proposed Homestead Family Entertainment Center and multimodal parking garage to test the extent to which public investment is warranted to support the public-private project.

Belair Road Corridor Comprehensive Market and Economic Development Plan: Served as Project Manager on a team with a deep cross-section of expertise in economic development, transportation, and urban design among other disciplines to implement recommendations from the Urban Land Institute Baltimore Regionalism Committee’s Technical Assistance Panel related to the “Corridor Revitalization Framework Strategy for Belair Road” to provide market and financial feasibility analysis of: priority redevelopment nodes; priority redevelopment opportunity sites; linkages between nodes economic development strategies; and a sense of place/branding strategies that incorporate residential neighborhood conceptual design, streetscape and transportation strategies, and a range of public policy strategies. The study also evaluated existing public incentives as precursors to readiness for private sector development and made specific economic development plan implementation recommendations.

City of Kalispell, MT – Kalispell Core Area Market Analysis & Implementation Plan: Prepared a market analysis and tax increment financing plan related to the expansion of the City’s existing Tax Increment Financing District to fund the removal of existing freight rail from the historic Downtown Main Street to a newly constructed rail-served industrial park. Responsible for developing high quality market and economic analytics to inform the final Implementation Plan and to achieve public support for the TIF plan. The plan includes the installation of a two-mile linear park and related community amenities, a business relocation and retention strategy, and a funding/financing implementation strategy to ensure successful implementation of the Kalispell Core Area Plan.

James Edison

Willdan Financial Services: Managing Principal

Education

Juris Doctorate, Boalt Hall School of Law, University of California, Berkeley

Master of Public Policy, Richard and Rhoda Goldman School of Public Policy, University of California, Berkeley

Bachelor of Arts, magna cum laude, Harvard University

Professional Registrations

Member of State Bar, California

Licensed Real Estate Broker, California

Affiliations

Council of Development Finance Agencies

CFA Society of San Francisco

Congress for the New Urbanism

Urban Land Institute

Seaside Institute

International Economic Development Council

20 Years' Experience

Mr. Edison specializes in the nexus between public and private, with particular expertise in public-private partnerships, and the benefits of economic development to municipalities and state, provincial, regional and national governments. He has particularly deep expertise in land use economics with a specialty in finance and implementation, including fiscal impact and the public and private financing of infrastructure and development projects, both in the United States and internationally. He has worked for both public and private clients on the implementation of public-private transactions, providing market and fiscal analysis, finance strategies, and negotiation support. His public sector experience includes local and regional economic impact studies, fiscal impact evaluations, new government formation strategies, and the creation of impact fees, assessments and special taxes to fund infrastructure and public facilities. Mr. Edison has conducted numerous evaluations of the economic and fiscal impact of specific plans, and consulted on a wide variety of land use planning topics related to community revitalization and the economic and fiscal impacts of development. He has evaluated markets for entire new towns as well as for individual proposed residential, retail, entertainment, office, R&D, hotel and mixed-use projects throughout the western United States and abroad.

As a former bond attorney, Mr. Edison understands the legal underpinnings and technical requirements of public financing instruments, and has advised both public and private clients on the use of individual instruments and the interaction between those instruments and the needs of developers and project finance. He has also conducted project feasibility studies for a wide range of development, often in connection with community revitalization or expansion efforts. He has conducted fiscal impact evaluations in a wide range of contexts, including specific plans, individual development projects, community revitalization programs, annexations and government reorganizations.

Project Experience

City of New Haven, CT – Economic Impact Analysis: Mr. Edison served in the role of project manager for this engagement, which involved the redevelopment of the site of the former New Haven Coliseum. The project required building an economic impact model that included an estimate of the direct, indirect and induced impacts (employment and economic activity) of the project's construction and ongoing operations. Mr. Edison prepared a report and tables that documented the estimated impacts of the project, along with an explanation of each calculation and assumption. To wrap up the engagement, Mr. Edison presented the final report at a meeting with the Board of Aldermen.

City of Fort Lauderdale, FL – Citywide Economic Development Strategic Plan: Mr. Edison served in the role of Senior Public Incentives Advisor for the City's economic development strategic plan. This citywide Economic Development Strategic Plan includes an Economic Development Profile Report; as well as identification and recommendation of potential citywide economic development incentive programs for business retention and recruitment that are applicable to six geographic sub-areas and citywide; an entrepreneurial development and empowerment strategy, a targeted industry growth strategy, and a retail recruitment strategy; an implementation program and "economic dashboard" benchmarking metrics to measure the success of strategies and initiatives; and sources and uses of funding to support plan implementation (grants and other alternative funding opportunities allocated to each of the plan's five-year implementation horizon).

City of Kalispell, MT – Core Area Market Analysis & Economic Development Strategic Plan: Mr. Edison served in the role of senior advisor for this engagement. The objective of this project was to map out the redevelopment of the area, which is a regional center within the State of Montana,

J. Edison*Resume Continued*

addressing the needs of the community while focusing upon achievable results. This project required considerable public outreach, as well as the development of a SWOT analysis.

County of Monterey, CA – East Garrison Specific Plan Financing and Implementation: East Garrison, located on the easternmost portion of Fort Ord (the former United States Army post in Monterey County), consisted of approximately 1,400 residential units, including single family detached, town homes, apartments, affordable housing, a town commercial center, and arts facilities. Mr. Edison assisted the developer and the County with a wide range of financing issues, including the availability and structuring of public finance, fiscal mitigation measures, economic impacts, the implementation of affordable housing, and the negotiation of business terms between the developer and the County. He also assisted the developer in negotiations with the Fort Ord Reuse Authority over the base wide capital improvement program and the structuring of the payment of impact fees generated by the development.

Niagara Frontier Transportation Authority (NFTA) Consolidation Study Adaptive Reuse Market Analysis & Cost-Benefit Analysis: Conducted a cost-benefit analysis of the potential relocation/disposition of seven properties owned and operated by the Niagara Frontier Transportation Authority. Identified operational benefits, cost savings and strategies for operating facilities along with procedures for implementing multiple consolidation scenarios. The analysis included assessments of historic transit-oriented redevelopment and reuse potential of the DL&W Terminal building, operating costs, fiscal and economic impact, and local real estate market conditions.

City of Redding, CA – Oasis Towne Center Financing and Fiscal Analysis: Hired by the Levenson Development Company (LDC) to assist with an economic and fiscal impact study and a financing plan for the Oasis Towne Center; a retail development of approximately one million square feet in Redding, California. Mr. Edison advised LDC on how to structure the financing of the development in order to provide public benefits from the project and minimize the need for public resources. He prepared an economic and fiscal analysis and negotiated a series of service plans and fiscal mitigation measures with the City. Mr. Edison also prepared a financing plan for infrastructure needed not only for the immediate project but also for development within the entire Oasis Road Specific Plan area.

City of Foster City, CA – Gilead, Chess Drive, and Mirabella Fiscal Impact Studies: The City of Foster City hired Mr. Edison to provide an evaluation of the fiscal impact of three specific plans. He evaluated the impact on services of each plan, the anticipated new revenues and expenditures, and the necessity for new public facilities to serve the projects.

City of Foster City, CA – Pilgrim-Triton Area Economic and Fiscal Impact Analysis: The City of Foster City engaged Mr. Edison to provide an analysis of the fiscal impacts of the development of the proposed Pilgrim-Triton Specific Plan. He provided an examination of the fiscal implications of a range of project alternatives, including the effects on the City's General Plan and services needed for new development within the Specific Plan area.

City of Vallejo, CA – Costco Expansion Urban Decay, Economic, and Fiscal Impact Analysis: In response to the request of the City of Vallejo, Mr. Edison examined the economic impact of a proposed expansion of an existing Costco. The analysis included projections of the impact on sales tax, employment, property tax and the net impact to the City's budget. Based on the analysis, the City Planning Commission approved the Costco expansion.

Adrienne Teleki

Willdan Financial Services: Project Director

Education

Master of Business Administration, The Wharton School, University of Pennsylvania

Master of Planning, with concentration in urban development, University of Virginia

Bachelor of Arts, magna cum laude, Amherst College

Affiliations

Urban Land Institute: Full Member (Member 1998-present)

ULI Westchester / Fairfield District Council board

ULI Westchester Fairfield Housing Task Force Committee Member

21 Years' Experience

Ms. Teleki is an experienced real estate project manager possessing exceptional project implementation skills and a commitment to urban development. She has a strong track record in the successful execution of real estate development projects from site evaluation, feasibility and due diligence to predevelopment, construction, and lease up. Her project experience includes downtown and suburban transit oriented development; historic restoration/adaptive use; affordable and luxury multifamily residential development and energy efficient construction and associated funding programs. Her prior background in urban planning, and as a program manager at The Urban Land Institute, brings a national perspective and wide range of experience to bear in developing and evaluating land use strategies

Project Experience

Ms. Teleki's has substantial experience as a residential developer and market analyst. The experience and knowledge gained through the following project developments make her an asset to the project team.

Columbia, SC – Central Midlands Intermodal Transportation Center Feasibility Study: On behalf of the Wendel Companies, Willdan is currently assessing the market potential for complementary uses to be included in conjunction with the development of the proposed Central Midlands Intermodal Transportation Center. Prepared demographic, economic and real estate market profile report; conducted stakeholder interviews with local and regional real estate developers, brokers, economic development entities, and civic/cultural representatives to inform recommended mixed-use TOD redevelopment scenarios to inform subsequent fiscal and economic impact analysis.

City of Fort Lauderdale, FL – Economic Development Strategic Action Plan: Served as market analyst for the City's Economic Development Strategic Action Plan. This citywide Economic Development Strategic Action Plan includes an Economic Development Profile Report; as well as identification and recommendation of potential citywide economic development incentive programs for business retention and recruitment that are applicable to six geographic sub-areas and citywide; an entrepreneurial development and empowerment strategy, a targeted industry growth strategy, and a retail recruitment strategy; an implementation program and "economic dashboard" of benchmarking metrics to measure the success of strategies and initiatives; and sources and uses of funding to support plan implementation (grants and other alternative funding opportunities allocated to each of the plan's five-year implementation horizon).

Kalispell Elder Housing Market Analysis: Prepared a market analysis for a private developer to evaluate the feasibility of a 120-unit elder housing complex in Kalispell, MT. Responsible for developing high quality market and economic analytics to inform the developer's evaluation of the feasibility of a \$30 million residential development project.

City of Miramar, FL – Economic Development Strategic Plan: This planning effort included the preparation of a baseline Economic Profile Report and market study; as well as identification and recommendation of potential citywide economic development incentive programs for business retention and recruitment that are applicable to three geographic sub-areas and citywide; a targeted industry growth strategy, a cultural arts and historic district placemaking strategy; an implementation program and "economic dashboard" of benchmarking metrics to measure the success of strategies and initiatives; and sources and uses of funding to support plan implementation (grants and other alternative funding opportunities allocated to each of the plan's five-year implementation horizon).

A. Teleki

Resume Continued

Village of South Nyack/Rockland County, NY – Economic Sustainability Plan: Served as lead market analyst on the preparation of an Economic Sustainability Plan to address the impact of the pending demolition and relocation of the Tappan Zee Bridge in the Hudson River Valley in New York. Providing key fiscal and economic analysis and implementation planning services to ensure the reversion of land by the New York Thruway Authority to the Village of South Nyack is redeveloped into a net tax positive asset for the community over the long term. The redevelopment plan includes 14 acres for public and private use, a shared use path with regional connectivity, a future Bus Rapid Transit station, and a commuter parking facility.

Ernesto Vilchis

Willdan Financial Services: Project Director

Education

Dual Masters in Public Affairs and Urban and Regional Planning, Woodrow Wilson School at Princeton University

Bachelor of Arts, University of California, Berkeley

20 Years' Experience

Mr. Vilchis has served local government and assisted developers through the provision of financial economic consulting. With over 10 years of professional experience, his areas of expertise include community and economic development, land use planning, affordable housing and transit oriented development, and neighborhood revitalization. Mr. Vilchis also possesses experience in regard to the structuring of ground leases and joint development agreements.

Mr. Vilchis will draw upon past peer review engagements that involved the assessment of the financial feasibility of developer proposals for approximately 450 residential units in a specific San Francisco neighborhood. Another similar engagement he conducted for the City of Oakland required an analysis of the financial feasibility of a proposed 102 market-rate housing development.

Before joining Willdan, Mr. Vilchis was a senior associate with Keyser Marston Associates from 2010 to 2012. In this role he provided consulting services to local governments in a wide variety of areas including structuring their ground leases, joint development agreements, disposition of surplus property or the provision of public financing. A highlight of his project experience is outlined below.

- Assess financial feasibility of retail component for the planned **Transbay Transit Station in San Francisco, California.**
- Develop financial model to assess the fiscal impact of a proposed Infrastructure Finance District in the **Rincon Hill Neighborhood in San Francisco, California.**
- Evaluate the financial feasibility of a developer's proposal to **redevelop a historic theater in downtown Woodland, California,** and a **mixed-use complex in Downtown Santa Rosa, California.**
- Review financial feasibility of developer proposals for 400-500 residential building in **South of Market Neighborhood in San Francisco, California.**

Mr. Vilchis also was employed by AECOM (formerly Economics Research Associates) from 2008 to 2010. In the role of associate, he provided consulting services to local governments and private developers in the areas of community and economic development, land use planning, affordable housing and transit oriented development, and neighborhood revitalization. An overview of his project experience in this role is outlined below.

- Conducted market assessment and financial analysis for the potential development of Laguna Caren, a 1,000-acre site, in the outskirts of **Santiago, Chile.**
- Project retail and residential demand for the **redevelopment plan of downtown Salinas, California.**
- Assist the **City of Pittsburg, California in the development of their affordable housing strategy** by assessing affordable housing supply and demand, identifying challenges and opportunities for the development of affordable housing in the area.
- Conduct **fiscal impact analysis** of a proposed 100-acre development in the **City of Grass Valley, California.**

Madelyne F. Kirch

Sun & Moon Marketing and Communication: President

Education

Master's in Public Administration, Maxwell School of Citizenship and Public Affairs at Syracuse University

Dual Bachelor's in Journalism and Political Science, Newhouse School and College of Arts and Science at Syracuse University

25 Years' Experience

Madelyne F. Kirch, President, is among the country's foremost real estate marketing professionals. She has devoted the better part of her professional career to helping her clients define their marketing messages and objectives. Her wealth of experience includes dozens of commercial and residential properties as well as corporate strategy and neighborhood development. Several of her clients have been aligned with her and SMMC for more than a decade - a source of personal pride and accomplishment in a notoriously fickle industry.

Ms. Kirch brings an array of strengths to her work. Chief among them is her ability to synthesize real estate and marketing to discern the essence of a message, develop strategies and translate them into creative, appropriate, effective marketing tools. Her deep understanding of all facets of the real estate business coupled with her strategic approach defines her ability to "think like an owner". Her keen interest in cities and their continuing vitality and revitalization feeds her passion for real estate.

Prior to founding SMMC in 1994, she was the senior vice president of a New York real estate advertising agency. During her tenure, she was directly responsible for corporate, commercial, residential, retail and service accounts, including consulting and brokerage firms, developers, owners and institutions.

Early in her career she was recruited for the management training program of the Port Authority of New York & New Jersey where she instituted the first retail marketing program for the Port Authority Bus Terminal. This was followed by a stint in the corporate communications department of Rockefeller Center where she created and implemented its 50th anniversary program, and orchestrated operations and press relations for its annual tree lighting ceremonies.

Ms. Kirch is the former Communications Chair and a former member of the Management Committee of the New York District Council of the Urban Land Institute (ULI) and a vice chair of ULI's national Public Private Policy Product Council. She is also a former Communications Chair of the Association of Real Estate Women (AREW), a past chair of the AREW Charitable Fund and the chair of its Merle Gross-Ginsburg Scholarship Committee. She also serves as a mentor and "Big" for Big Brothers Big Sisters of New York.

She enjoys traveling, cycling, (with trips to the Loire Valley, Tuscany, Asia and the 5-Boro Bike Tour under her belt) skiing, and visiting her two Millennial children, both of whom are happily "off the payroll".

Jessica Sand

Sun & Moon Marketing and Communication: Creative Director

Education

*Associate of Arts, Bergen Community College
Honors and Dean's List Distinction*

10 Years' Experience

Jessica Sand, Creative Director, brings a sharp eye and thorough understanding of commercial and residential real estate to SMMC. Specializing in real estate advertising for more than a decade, she joined the agency as an art director in 2005 and was promoted to her current position in 2008. A hands-on, talented designer with a deep knowledge of all graphic applications, production, photography, resources and environmental design, she can take a project from concept to completion individually as well as in a team environment.

Among Jess's great talents is her ability to see the distinction in each project and bring it to life regardless of budget. She possesses a full knowledge of all facets of real estate advertising, logos, brochures, signage, marketing suites and premium items.

A New Jersey resident, animal lover and vegetarian, her passions include arts and crafts, roller-skating and artistic expression.

Scott Silverman

Sun & Moon Marketing and Communication: Associate Creative Director

Education

*Bachelor of Arts,
University of Buffalo*

Scott Silverman, Associate Creative Director, Interactive Media, has spent a decade applying his extensive knowledge of web design and development to commercial, residential and retail interactive marketing.

15 Years' Experience

Scott joined SMMC in 2007 as an interactive designer and was promoted to director of interactive media for his work on the award winning online initiatives of Trinity Real Estate, Taconic Investment Partners and SL Green Realty Corp., in addition to many other commercial and residential real estate clients. Scott has a proven track record of overseeing intelligent interactive marketing solutions as well as campaign strategies for numerous real estate clients.

With a high-level understanding of interaction, usability, user experience, branding and motion design he creates immersive and engaging interactive projects using everyday influences combined with emerging technologies. His skill set has enabled him to create cutting edge websites, touch screen interactive video walls, iPad presentations, mobile sites, e-blast campaigns, and large scale interactive presentations in marketing suites.

Prior to joining SMMC, Scott was a senior interactive designer at a New York real estate ad agency where he worked on a variety of websites and interactive projects for planned unit developments as well as commercial, multifamily and condominium properties.

He is a devoted father who enjoys spending time with his wife and two children.

Rachel Charlop-Powers

Sun & Moon Marketing and Communication: Senior Project Manager

Education

*Master of Fine Arts,
University of Nebraska
at Lincoln*

*Bachelor of Arts,
McGill University*

Rachel Charlop-Powers, Senior Project Manager, joined SMMC in 2013, bringing with her a unique set of skills. Her previous work in real estate was with Rising Development, where she executed both residential and commercial leases while driving external affairs for the company. She was the lead marketing content creator at Partners with Parents, a boutique educational consulting company where she developed and implemented a new course offering. A New York native, Rachel has a deep knowledge of the city that was strengthened from several years of experience as a luxury concierge at the Intercontinental Times Square.

15 Years' Experience

At SMMC, Rachel's client roster has included privately held and publicly traded companies as well as the great real estate families of New York. She has managed projects in markets including Manhattan, Brooklyn, Long Island, Westchester, New Jersey, Boston, Washington D.C., Austin, Chicago, Minneapolis, San Francisco and Ontario, Canada.

Formerly an actress, Rachel has appeared in film, television and on stage in New York and internationally. She is a playwright and producer of new plays. An avid runner, Rachel represented the Bronx in the 2013 New York City Marathon. She is a proud alumnus of the Bronx High School of Science.

References

Willdan Financial Services Comparable Engagements

Provided on the following pages are project summaries of comparable engagements demonstrating similar project experience, that have been completed in the past five years. We are proud of our reputation for customer service, and encourage you to contact our past clients in regard to our commitment to excellence.

City of Fort Lauderdale, FL | Citywide Economic Development Strategic Action Plan

The City of Fort Lauderdale's Sustainable Development Department retained Willdan to develop the City's Five-Year Economic Development Strategic Action Plan. Following substantial community outreach including more than 100 individual stakeholder interviews and 7 public meetings, the Project Team produced an Economic Profile Report; an Economic Development Issues Identification and Prioritization Analysis; and an Economic Benchmarking Assessment comparing key statistical trends in Fort Lauderdale to nine competitive cohort cities. To inform the policy recommendations resulting from the economic performance indicators, Willdan conducted substantial national case study research on best practices in transit oriented development, business incubation/acceleration, and retail retention and recruitment.

The results of these analyses directed the identification of 10 Economic Development Strategic Action Plan Initiatives related to entrepreneurial business development/job creation, retail recruitment and retention, small business loan funding, economic development placemaking marketing/branding public transportation/parking facility advocacy.

Implementation of the EDSAP is guided by an organizational and institutional assessment, a detailed annual funding plan, and an "Annual Economic Development Benchmarking Dashboard" to track progress in achieving the Plan's targeted outcomes.



Client Contact:

Ms. Jenni Morejon, Deputy Director
Fort Lauderdale Downtown Development Authority
110 East Broward Blvd, Suite 1610
Fort Lauderdale, FL 33301
Tel #: (954) 463-6574 | Email: jenni@ddaftl.org

City of Miramar, FL | Economic Development Action Plan

Willdan was retained by the City of Miramar's Department of Community & Economic Development to formulate an Economic Development Action Plan including a targeted Retail Retention & Recruitment Strategy to attract grocery and full-service dining tenants to priority redevelopment sites located in the Transit Oriented Corridor and the Miramar Town Center Areas.

Willdan conducted a detailed demographic, economic and real estate market analysis to evaluate the feasibility of new retail development in the City and to benchmark existing conditions against the site selection requirements of retail tenants.

To achieve the City's Economic Development goals and objectives, Willdan conducted stakeholder interviews with real estate developers, brokers, retail tenants and others to assemble key data that would serve to inform the City's endeavors to market specific sites to retail tenants at the International Council of Shopping Center's 2016 RECON event in Las Vegas.

Client Contact:

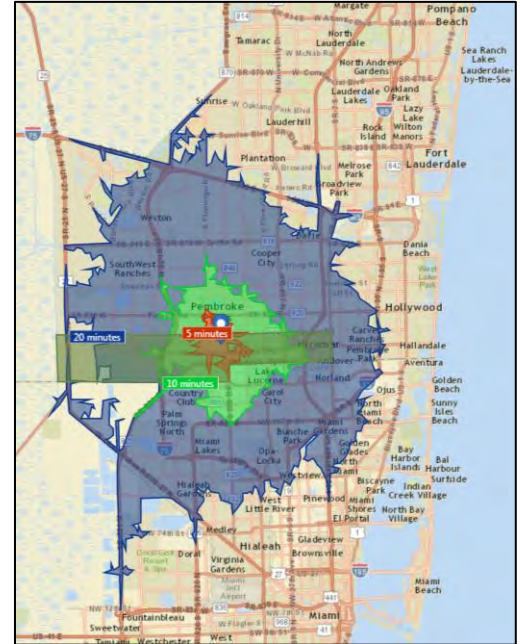
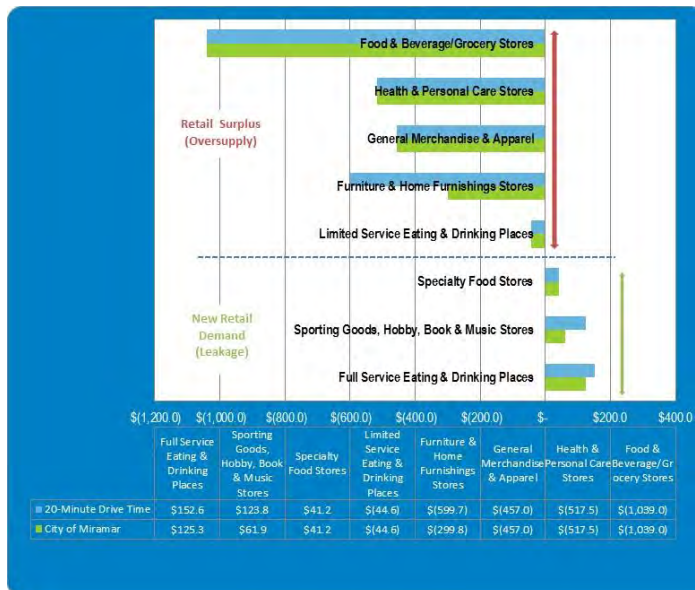
Ms. Kathleen Gunn, Assistant City Manager

City of Miramar

2300 Civic Center Place

Miramar, FL 33025

Tel #: (954) 602-3266 | Email: kgunn@miramarfl.gov



Baltimore City and County, MD | Belair RD Corridor Comprehensive Real Estate & Economic Development Assessment

Willdan conducted a comprehensive real estate and economic development assessment of the Belair Road corridor of Baltimore City and Baltimore County. The study involved the following elements:

- Conducted a fiscal and economic impact analysis of the proposed redevelopment area;
- Assessed in greater detail existing housing and commercial conditions and evaluated the overall health of the business environment;
- Tested the market feasibility and specified the intensity and scale of development uses, such as aging-in-place housing, Big Box versus neighborhood retail, medical office, and other uses;
- Identified appropriate niche markets and outlined the broad marketing initiatives critical to attract specific uses;
- Evaluated how various public entities—such as the City of Baltimore and Baltimore County—can facilitate change in the corridor; and
- Identified existing or potential incentives to jump-start new development while leading to achievable and manageable growth over the long-term.

Willdan explored existing public incentives that may facilitate the corridor's economic development potential. These incentives were context-sensitive to reflect the opportunities and constraints of Belair Road's unique assets and challenges. This task investigated the economic and fiscal benefits of the proposed plan, and identified actions that the City should pursue to attract and retain sustainable private investment as the corridor evolves and the vision is realized.

WHY INVEST IN BELAIR ROAD?

A strong retail "trade area"...

- 102,000 residents in 39,000 HHs
- Retail leakage: \$370 million/year in HH spending leaves the neighborhood

Targeted Revitalization Opportunities...

- In-fill Elderly/Age-restricted housing from 40 to 80 units
- Increase General Retail from 80,000 to 100,000 SF
- Recapture up to \$27 million in annual sales leakage
- Lodging – increase from 80 to 120 rooms

Opportunity to Leverage Public Investment:

- More than \$3 million in "Complete Streets" improvements underway
- Belair Road neighborhood eligible for New Markets Tax Credits – up to 39% of equity investment (over 7 years)
- High Performance Market Rate Rental Housing Tax Credit
- Architect on Call Program
- Building Loan Improvement Program
- Commercial Revitalization Tax Credits
- Action Grants
- Baltimore Development Corporation Loans
- Brownfield Tax Credit
- Enterprise Zone Real Property and Personal Property Tax Credits
- Façade Improvement Grants
- Payment In Lieu of Taxes (PILOTs)
- One Maryland Income Tax Credit

Belair Road Comprehensive Market Analysis and Economic Development Assessment

Client Contact:

Ms. Kristen Mitchell, Director of Smart Growth Design & Development
 Maryland Department of Planning Services
 301 West Preston Street, Suite 1101
 Baltimore, MD 21201
 Tel #: (410) 767-7179 | Email: kristen.mitchell@maryland.gov

Niagara-Frontier Transportation Authority (NFTA), NY | Consolidation Study Cost-Benefit Analysis

Willdan conducted a cost-benefit analysis of the potential relocation/disposition of seven properties owned and operated by the Niagara Frontier Transportation Authority. The analysis included:

- Transit-oriented development;
- Operating cost analysis;
- Fiscal and economic impact analysis;
- Local market conditions;
- Real estate development trends;
- Opportunities/pitfalls of current sources of revenue;
- Potential alternatives for new sources of revenue;
- Financing/funding alternatives; and
- Redevelopment and reuse strategy.



The analysis included a strategy for the redevelopment of the DL&W Terminal (“Yard & Shop”), a 75,000 square foot train terminal from a historic but underutilized public asset into a productive site of regional historic and economic significance.

The resulting redevelopment and reuse strategy required substantial coordination with local and regional stakeholders including:

- City of Buffalo Office of Strategic Planning;
- Erie County Industrial Development Authority (ECIDA);
- Erie County Economic Development Corporation;
- Niagara County Industrial Development Authority (NCEDA); and
- Buffalo Place (BID).



Client Contact:

Mr. John Wojcik, Senior Project Manager
 Niagara-Frontier Transportation Authority
 181 Ellicott Street
 Buffalo, NY 14203
 Tel #: (716) 855-7300 | Email: jwojcik@nfta.com

City of Kalispell, MT | Kalispell Core Area Market Analysis and Economic Development Strategic Plan

Willdan recently completed a market and financial feasibility analysis specific to the preparation of an economic development strategic plan related to the expansion of the City of Kalispell's existing Tax Increment Financing District. The objective of this analysis is to fund the removal of existing freight rail line from the historic downtown Main Street area to a newly constructed rail-served industrial park.

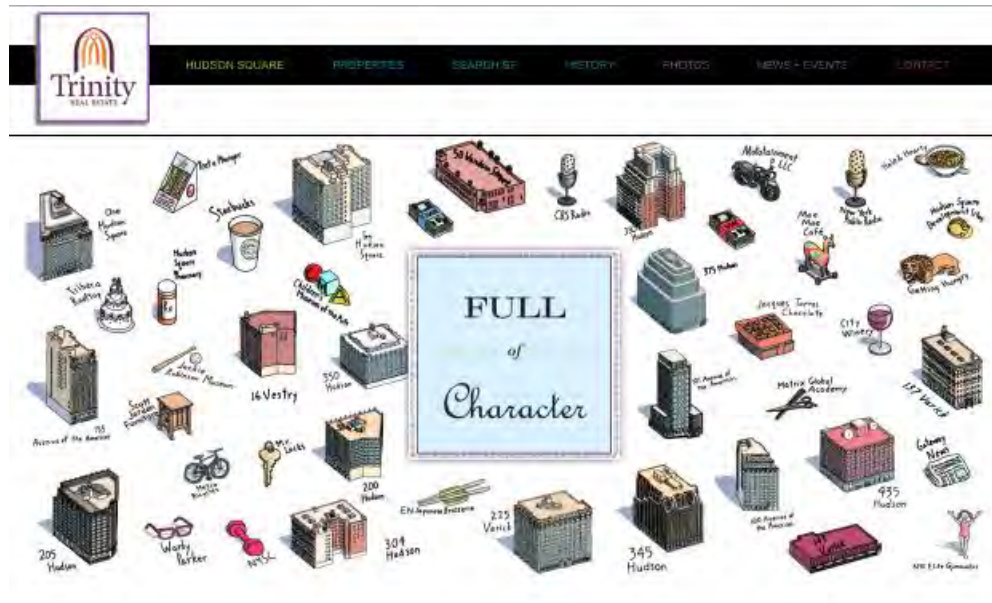
The Willdan Team was responsible for developing high quality market and economic analytics to inform the final Implementation Plan and also supported a wide range of public outreach efforts throughout the year-long public planning effort for a community located at the gateway to Glacier National Park, a destination for more than three million tourists annually. The plan includes the installation of a two-mile linear park and related community amenities, a business relocation and retention strategy, and a funding/financing implementation strategy to ensure successful implementation of the Kalispell Core Area Plan.

**Client Contact:**

Ms. Katharine Thompson, M.P.A., Community Development Manager
City of Kalispell
201 First Avenue East
Kalispell, MT 59901
Tel #: (406) 758-7713 | Email: kthompson@kalispell.com

Sun & Moon Marketing and Communication Comparable Engagements

Hudson Square | New York



Objective: Hudson Square is an historic neighborhood in Lower Manhattan that has been evolving for more than three decades. The challenge and opportunity for Trinity Real Estate has been to retain the intrinsic character of this unique area while forging a vibrant, economically successful formula for commercial and retail uses. SMMC has been developing and implementing a branding and communications program for Trinity's 27-building, 5.5 million-square-foot portfolio since 1982.

Strategy: The messaging and positioning of Hudson Square have evolved to keep pace with changing market conditions, building capital improvement programs and space availability. Toward these ends, SMMC's activities have spanned a broad spectrum beginning with the initial naming of Hudson Square based on historical research (the area was formerly dubbed the Canal-Varick-Hudson area). Subsequent branding and communications programs have included strategic thematic development, annual budget development and administration, graphic identity for the district and individual buildings, district-wide and property-level advertising, neighborhood and individual property collateral materials (brochures, flyers, direct mail, availability reports and premium items), concept and development for the Trinity portfolio website featuring a proprietary, updatable relational database, carrying the brand to consumers and brokers alike through window signage for vacant retail space, and orchestrating multiple broker receptions and events for commercial space.

Results: Today, Hudson Square is a vibrant, thriving neighborhood achieving commercial office and retail rents well above expectations. The neighborhood is rapidly moving toward a 24/7 live/work/play community and the name Hudson Square has entered the lexicon as a recognized neighborhood in Manhattan. SMMC's relationship with the district is so strong the firm is widely considered to be the institutional marketing memory for the Trinity portfolio.

www.trinitynyc.com

Delmar Loop | St. Louis



Objective: Washington University in St. Louis sought to attract a select number of diversified and distinctive retail tenants to Delmar Loop, a six-block entertainment, dining and shopping enclave for which it was planning new housing for 550 upperclassmen.

Strategy: Dubbed by the American Planning Association as “One of the 10 Best Streets in America,” The Loop is a unique and challenging retail environment requiring an unconventional approach to leasing. In conjunction with HR&A Advisors SMMC leveraged its retail potential assessment to develop the branding, voice, messaging and positioning for the 2.1-mile corridor that serves as the main street for Wash U. The strategy and process involved coordination with primary area stakeholders including multiple local real estate owners, two local retail brokerage teams and two business improvement districts. By providing the tools for a dynamic, detailed print and digital marketing program we supported retail leasing efforts and encouraged local retailer enthusiasm for Wash U’s plans.

Results: A robust new web site with a sophisticated back end database that granted access to individual owners of retail space encouraged leasing efforts and generated enthusiasm from the two business improvement districts involved in The Loop. A customized, detailed block and lot map allowed for future growth and availabilities and promoted Delmar Loop as an integrated retail destination. A complementary, unique, printed brochure became a primary sales tool for retail broker prospecting. Since the program began in 2013 several new leases have been signed and the area is continuing to evolve as a retail destination.

www.leaseheloop.com



IDEA QUARTER waterloo

Objective: When our client Spear Street Capital acquired three million square feet from Blackberry in Waterloo, Canada (a Toronto suburb), they turned to SMMC to assist in the creation of a neighborhood that would support innovation, creativity and ultimately, an increase in the long-term value of their portfolio.

Strategy: Working in conjunction with other area stakeholders, including real estate owners, local university administrators and economic development officials, SMMC helped conceive and brand the Idea Quarter (the I.Q.), creating a vision for a district transformation to attract technology, retail and service-based businesses.

Results: The Waterloo City Council officially recognized the rebranded area as the Idea Quarter and the recognition received significant exposure in local media outlets. The Mayor of Waterloo took a particular interest in the economic development potential of the rebranding, and robustly supported the effort. Spear Street continues to incorporate the I.Q. branding into its marketing campaign for its subsequent building repositionings and continues to support neighborhood redevelopment efforts.

www.therecord/iqarticle

Section III –Work Plan

Project Approach

The City of Lancaster, Texas is seeking economic development consulting services to conduct a process to create a citywide Economic Development Strategic Plan (“Plan”). The Plan will contain goals, objectives and benchmarks that measure City’s progress; roles/responsibilities; and implementation strategies. The Plan will help the City direct its efforts and resources toward a clearly defined vision for its future. The planning process and final document(s) must provide a plan with 5 and 10 year horizons.

Lancaster is a suburb of Dallas and is part of the Best Southwest area, which includes Lancaster, Cedar Hill, DeSoto and Duncanville. Lancaster has a total area of 31 square miles. Located in Southwest Dallas County, just 15 minutes from downtown Dallas nestled in the convergence of three interstate highways, IH-20, IH-35 and IH-45.

The EDSP will serve to measure and define existing economic conditions to a corresponding list of short-, medium-, and long-term goals that reflect how the City should grow over the next 10 years in order to maintain and enhance the current quality of life. The EDSP will establish a set of guidelines and procedures that serve as a tool for making informed decisions about land development, economic growth, infrastructure improvements, housing and transportation needs, and protecting natural and cultural resources.

A comprehensive economic development strategy plan will incorporate the following in an effort to develop and diversify the economy of City of Lancaster through effective and diversified partnerships, strategic investments of resources:

- Prior and current economic development activities within the City;
- Local, national and global economic trends and the most current knowledge on innovative strategies driving economic growth, within the global economy; and
- The region’s economic assets, advantages, opportunities and challenges.

The Economic Development Strategic Plan process will analyze the current market situation and identify definite steps and specific actions to facilitate re-development, create new job opportunities, encourage entrepreneurship and innovation, enhance fiscal sustainability and investment in targeted development areas, place appropriate emphasis on market sectors, increase private investment throughout the City, and build on and preserve the City’s distinct sense of place.

Elements of the EDSP will include:

- City of Lancaster’s existing demographic and socioeconomic data, labor force characteristics and other key economic indicators.
- Key demographic trends and forecasts, social factors, economic factors and financial indicators for inclusion into the strategic plan. This task should include preparation of a market segmentation of the City’s retail/commercial and industrial sectors.
- Overall strategy and comprehensive analysis to identify ways to strategically position the City to maximize opportunities, including setting priorities.
- Detailed implementation plan including performance measurements, benchmarks or milestones that measure the City’s progress throughout the economic development strategic planning process.
- Project Management Plan to define how the Willdan Team will work with City staff and elected officials and to identify and prioritize economic development goals and objectives and proposed activities and programs.
- Comprehensive review of economic development policies and procedures including the City’s official Incentive Policy that affect economic development and growth, and recommend policy, process or procedural changes.
- Identification and description of economic development potential and ways to grow and diversify the economy.
- Development of a sales and marketing plan with budget projections. Include brand development, marketing tools, a sales plan and implementation strategy.

The continued goal is to maintain a collaborative approach to economic development throughout the community by partnering with both internal and external partners. The result will be a work plan for economic growth and established metrics with which to measure outcomes. The proposed detailed scope of services follows.

Scope of Work

Task 1: Project Kick-Off and Ongoing Management

Objective: To design and execute an ongoing Project Management Plan to direct the Project Team’s research, analysis, stakeholder outreach/community involvement, and client communications throughout the engagement.

Outcomes/Deliverables:

- Client Kick-off Meeting
- Project Management Plan and Information Request Memorandum
- Steering Committee Establishment
- Monthly Progress Report Conference Calls
- Internal Client Team Meeting: Interim Presentation of Preliminary Findings
- Internal Client Team Meeting: Final Project Close Out

Willdan’s activities will be directed by a Project Management Plan (“PMP”) to be developed in consultation with the Client Team Project Manager and other appropriate City staff at the outset of the engagement.

Upon receipt of the notice to proceed, the Project Team will schedule a kick-off meeting with City’s Client Team representatives and other stakeholders. The Project Team will review project goals, existing documentation and resources, and the proposed deliverables schedule to inform the PMP that will direct the Project Team’s research, analysis, stakeholder outreach, and client communications throughout the engagement.

Willdan entirely agrees that for strategic economic development planning to be effective, the active involvement of government, private, and nonprofit sectors is critical at the Steering Committee level. Willdan will work with the Client Team to establish a Steering Committee to reflect the inclusive interests of the businesses community, educational institutions, faith-based entities, utilities, and civic groups.

This group will oversee the overall planning process and work closely with the service provider. Additionally, the Committee will be tasked with identifying a comprehensive list of 25-50 persons who best reflect the City’s diversity and interests. This new group will be considered the Community Stakeholders and should incorporate individuals from the following areas:

- | | |
|---|---|
| ▪ Lancaster Economic Development Corporation; | ▪ Local Civic Groups; |
| ▪ City Council; | ▪ Local and Regional Real Estate Brokers and Developers; and |
| ▪ Planning Commission; | ▪ Other Stakeholders and/or Groups as identified as critical to the economic development efforts. |
| ▪ Lancaster Chamber of Commerce; | |
| ▪ Existing Businesses; | |

Ultimately, this plan should help create jobs and serve as a mechanism for coordinating the efforts of individuals, organizations, private industry, and local government concerned with the City of Lancaster’s economic development.

Willdan expects that the project initiation phase will include internal and external stakeholder interviews with the Client Team, and—as appropriate—the wider business, real estate development and investment community to collect data on real estate market trends and conditions.

Accordingly, Willdan will work closely with the Steering Committee who will oversee the overall planning process. Additionally, the Committee will be tasked with identifying a comprehensive list of people who best reflect the City's diversity and interests as part of the stakeholder outreach process.

Upon creation of the Steering Committee, Willdan will conduct an initial meeting with representatives of the City and other governmental, private and nonprofit representatives, and will be held to finalize project scope, tasks, and schedules. First and foremost, this meeting will finalize expectations regarding final deliverables related to the assignment. The "product" or comprehensive economic development strategic plan will be structured to assist in organizing and accessing the resources required in implementing an effective economic development plan that will serve as strategy for future action. The plan will outline the rationale and approach to an economic development strategy for the City by providing a framework for action that will support economic prosperity and long-term fiscal competitiveness.

Task 2: Research and Analysis

Objective: Perform a series of economic development assessments to evaluate existing market conditions (business sectors, demographics, psychographics) and opportunities.

Outputs/Deliverables:

- Baseline Economic Development Assessment Report including:
 - Demographic and Economic Overview;
 - Economic Development Efforts;
 - Quality of Life;
 - Infrastructure;
 - Product Development; and
 - Other Regulatory/Land Use Characteristics.

The economic development assessments will include a consolidated overview of constraints and opportunities and current and future trends related to the following:

- **Demographic and Economic Overview:** Willdan will prepare a baseline demographic and economic profile that analyzes the City and its economic relationships to the Dallas-Fort Worth Metroplex region. The purpose of this analysis is to better understand the City's economy within the context of the larger regional economy in order to identify unique opportunities for economic growth and diversification. The profile will evaluate aspects of the City's current economy and forecast trends for the short-term (5 years) for variables including, but not limited to: demographic and lifestyle characteristics (population segmentation by age, income and race), poverty rates, unemployment, education levels, housing characteristics, labor force characteristics, industries, workforce, number and types of businesses, employment by sector, annual payroll, and taxable sales.
- **Real Estate Market Analysis:** Based on data provided by REIS, ESRI Business Analyst, and Colliers, Willdan will conduct a detailed market analysis of the area to identify commercial and industrial opportunities as well as regional retail leakages.
- **Economic Development Efforts:** Based on input from the Client Team, Willdan will assess City's past and current economic development department organizational and institutional structures, business expansion and retention policies/programs, marketing budget and efforts (including targeted industries), and other policies and programs.
- **Quality of Life:** Based on data published by AARP's Quality of Life Index, Willdan will prepare a detailed assessment of quality of life factors in the City of Lancaster and Dallas County, and feasible plans to support economic development goals through the quality of life improvements (i.e. recreation opportunities). Willdan will also analyze existing competitive retail/dining/entertainment properties in identified submarket(s) and provide an overview of supply and demand characteristics including square footage, amenities offered, vacancy/occupancy rates, seasonal fluctuations, etc. The overview will also include a brief profile of demand from local residents, daytime employees, and inflow from the visitor/tourism market based on available data (ESRI Business Analyst).



The demand profile will include an estimate of total estimated spending power (2016 and 2020) food and beverage, entertainment, transportation, retail, and other goods/services to compare the required capture of the proposed retail redevelopment scenarios against an order of magnitude estimate of available demand.

▪ **Marketing and Branding Profile:**

- Review prior and current branding initiatives including social and traditional media outlets
- Review prior and current communication strategies, targeted audiences and communications channels
- Research variety of social and traditional media communications opportunities
- Assess current perception among previously targeted audiences
- Gain comprehensive understanding of Lancaster’s economic development opportunities
- Identify target audiences for communications strategies, tools and tactics including b-to-b and b-to-c

- **Infrastructure Capacity:** Willdan will prepare a high-level assessment of the infrastructure of the City (water and sewer capacity, communications, electric, natural gas, etc.) to 1) determine if there are constraints to further economic development; and 2) to provide recommendations for ameliorating such constraints through innovative short-, medium-, and long-term capital planning to fund infrastructure expansion.

- **Product Development:** Willdan will evaluate the viability of existing and future industrial development in the City market area based on review of published data and interviews with local industrial brokers. The primary market research will include trends data related to flex, manufacturing, and warehouse uses for a range of agri-business sectors, including, but not limited to: vacancy, sales/lease prices per square foot, prevailing construction costs, space user characteristics, transportation access requirements, emerging/declining industrial sector trends, and pipeline projects (planned/under construction). The analysis will rely heavily on primary market research and input from local industrial stakeholders and others via an industrial broker roundtable exercise. Based on the results of this primary research and analysis, Willdan will develop detailed plans for improvements and identify funding sources for said improvements. The results of this analysis will inform an action plan for coordinating with Dallas County on the recruitment for businesses to the Lancaster Business and Technology Park at Brighton.

- **Peer Review of Economic Development Initiatives:** Willdan will conduct a peer City review of economic development activities in up to five communities (in-state and out-of-state) with similar socio-economic, growth and development characteristics.

- **Building Stock Survey:** Willdan will conduct a commercial building stock survey to assess status of condition, building tenure and ownership of properties in the Lancaster area. This would also include an inventory of redevelopment opportunities within the City center and mixed-use districts. The results of this task will inform subsequent recommendations for improvements that need to be made in two, five and 10 years to assist growing commercial development and serve as a strategy for future action.

- **Other Regulatory/Land Use Characteristics:** Willdan will evaluate other regulatory/land use characteristics critical to supporting the Strategic Plan’s potential initiatives, including:

- Developable land;
- Redevelopment and financing constraint;
- Transportation and walkability attributes;
- Land development regulations; and
- Potential land value changes.

Task 3: SWOT Workshop

Objective: To engage community stakeholders in economic development strategic plan alternatives through a documented SWOT process and build community consensus and buy-in to the final Strategic Plan.



Outputs/Deliverables:

- SWOT Workshop
- Summary SWOT Memorandum of Findings

Following the completion of the economic assessment, Willdan will facilitate a Strengths, Weaknesses, Opportunities and Threats (SWOT) analysis with the Steering Committee. This analysis should serve to investigate a full range of economic development strategies that may serve as the best growth opportunities for the City.

Willdan will conduct a stakeholder Workshop with the City's selected groups/individuals to evaluate City's perceived SWOT according to the issues outlined in the Economic Development Strategic Plan Scope of Work. These topics include, but are not limited to, the following:

- **Review of Existing Economic Development Plans & Policies:**
 - Quality of Life – City amenities and the education/workforce environment.
 - Business Climate – incentives; regulatory environment; partnerships; and small business programming.
 - Infrastructure – capital improvement planning; mobility (roads and public transportation).
 - Redevelopment/Infill Development –land use regulations/development regulations.
 - Marketing and Branding – past and current branding initiatives, potential social and other media outlets; public information dissemination opportunities.
- **Local, Regional, National and Global Economic Trends:**
 - Case study research on innovative strategies that are driving economic growth, within the local, regional national, and global economy.
- **Marketing and Branding Implementation Plan Development:**
 - Review prior and current branding initiatives including social and traditional media outlets
 - Review prior and current communication strategies, targeted audiences and communications channels
 - Research variety of social and traditional media communications opportunities
 - Assess current perception among previously targeted audiences
 - Gain comprehensive understanding of Lancaster's economic development opportunities
 - Identify target audiences for communications strategies, tools and tactics including b-to-b and b-to-c
- **Business Attraction and Retention Strategies:**
 - How can City best leverage its existing business clusters (financial services, manufacturing, healthcare, and transportation industries), to attract more businesses?
- **Redevelopment Recommendations:**
 - The EDSP will identify for consideration primary redevelopment recommendations in terms of priority areas, use-mix, density targets, placemaking opportunities, and other urban design characteristics. The recommendations will be based on market-driven targets identified by the local/regional real estate development and investment community with the greatest likelihood of attracting public-private redevelopment activity in the near-, mid-, and long-term.

The SWOT Workshop(s) may be organized by geographic area or by topic, to be determined with input from the Client Team. Willdan staff will manage the meetings, collecting feedback from the public participants to be compiled in a summary memorandum of findings at the completion of each meeting.

This deliverable will require meetings with community stakeholders, including but not limited to the City of Lancaster's City Council, Steering Committee, neighbors, property owners/developers, business owners, and City staff. These

conversations are critical to gathering stakeholder input to review the Economic Development Strategic Plan initiatives, with the ultimate goal being to develop an implementation plan to guide future efforts.

Following this analysis, Willdan will engage with the Steering Committee to solicit input regarding the major task areas for consideration and will prepare, based upon that information, a survey form to be distributed to the 25-50-member Community Stakeholders group. Willdan will compile this survey data, once returned, for presentation to the Steering Committee.

Task 4: Draft Economic Development Strategic Planning Session

Objective: To formulate an Economic Development Strategic Plan for City based on the culmination of the baseline economic development assessments and stakeholder engagement tasks.

Outputs/Deliverables:

- Draft Economic Development Strategic Plan
- Strategic Plan Consensus Building Workshop

Willdan will plan and facilitate several strategic planning sessions, including the Steering Committee and Community Stakeholders that will involve breakout and interactive discussion about the proposed economic development strategies/initiatives.

Based on this meeting, Willdan will provide a summary report to be used in compiling the final comprehensive economic development plan. A final meeting will be held with the Steering Committee to review the summary report.

Willdan will then use the resulting analysis to provide the Steering Committee with a draft copy of the comprehensive economic development plan which will include:

- Strategies and initiatives for development to include suggested projects to implement objectives and goals;
- Funding sources;
- Estimation of time frames on initiatives; and
- Performance measures that will be used to evaluate whether and to what extent goals and objectives have been or are being met.

Following review of the draft and subsequent changes, Willdan will finalize the plan and present copies to the Steering Committee for distribution. Ultimately, this plan will be structured to create jobs, and foster a more sustainable and diversified community along with economy that will focus on a broad array of manufacturing, service, and transportation related industries.

The Economic Development Strategic Plan will serve as a mechanism for coordinating the efforts of individuals, organizations, private industry, and local governments concerned with the City's economic development. Additionally, the final plan will offer guidance on how the City can promote and "brand" itself regionally, nationally, and even internationally.

Willdan will provide a prioritization list that has up to 10 Economic Development Strategic Plan strategies/alternatives, fully supported by a recommended Implementation Plan for achieving the goals of each strategy.

This Economic Development Action Plan will provide the foundation for the City's action steps for the next three to ten years. Developing a plan that will be acceptable to a majority of stakeholders and that will provide unified direction is a critical component of this deliverable. Accordingly, the draft Action Plan will be presented at a consensus building Workshop at a regularly scheduled monthly Steering Committee Meeting to allow for review and comment on the following key questions:

1. What is the Action Plan's Vision Statement?
2. What are the Action Plan's key goals and strategies (ranked by priority for short-, mid-, and long-term implementation)?

3. What are the expected outcomes of each strategy (qualitative and quantitative)?
4. Who is responsible for implementation of each strategy? Who are the City's key strategic partners required to successfully implement each strategy? What are these partners' roles, responsibilities and financial/other commitments?
5. What are the ongoing monitoring and reporting benchmarks required to measure the successful implementation of each strategy? What is the source of the data for these benchmarks? Who is responsible for collecting and analyzing the Economic Development Strategic Plan benchmarking data throughout plan implementation?

The Economic Development Strategic Plan will include a detailed implementation program and economic development scorecard. The economic development strategic planning process will culminate in the compilation of research, analysis, input from City officials, staff, business leaders, organizations and the City of Lancaster community into a consolidated draft strategic plan to include the following elements:

- **Public Incentives Toolkit:** The recommendations will define the City's role in offering assistance to small businesses such as funding sources to support entrepreneurial and small business growth and identification of technology infrastructure enhancements that can provide the City businesses with a competitive edge in the areas of business recruitment, retention and expansion.
 - Identify local incentive programs that will help retain and attract new job growth in targeted industries
 - Provide innovative alternatives for the retention and attraction of businesses and associated quality employment opportunities;
 - Identify special incentives for businesses locating within the City;
 - Recommend economic development financing tools such as tax credits, tax increment financing, planning/zoning regulatory relief, regional/state funding partners, corporate/institutional partnerships, and other tools to be determined through in-depth, primary research and engagement of the state/regional/local community;
 - Identify economic incentives that foster healthy investment and development in all areas of the City; and
 - Provide recommendations on how to best structure the City's programs and efforts to address economic needs.
- **Planning/Zoning/Regulatory Recommendations:** The plan will identify changes in land use and/or zoning that could facilitate achievement of the desired economic development objectives in relationship to the identified targeted industries and potential locations, especially with respect to:
 - Supportive land use regulations for development/redevelopment activity;
 - Strategies to reduce vacancies in the retail, industrial and tourism sectors; and
 - Approaches to create a more viable and competitive business incubation environment.
- **Community Marketing/Branding Strategies:** The Project Team, led by Sun & Moon Marketing, will work collaboratively with City and other designated stakeholders identify marketing strategies, messages and campaigns to inform and influence site selection decision makers and consultants to attract targeted real estate investment.
 - Strategically identify approaches for ideation;
 - Determine brand essence and recommend brand strategy;
 - Recommend draft messaging and adaptation to stakeholder segments;
 - Prioritize messages for stakeholder segments;
 - Identify primary and secondary tools and tactics for delivering primary and sub-theme messages to stakeholder segments;
 - Identify tools and tactics for each stakeholder audience segment;



- Develop timeline and budget for implementation of identified tools and tactics;
- Preliminary development of creative elements to support messaging; and
- Craft marketing and sales plan based on SWOT workshop findings.
- The plan will produce high quality analytics and digital graphics to be posted on the City's website, that will inform and attract real estate development and investment decision makers and national industrial site selection consultants.
- **Implementation Dashboard:** The plan will include an implementation matrix that defines short-term (one to three years), mid-term (three to five years) and long-term (five-plus years) goals, objectives and strategies as well as performance metrics. Performance metrics include:
 - Target deadlines for completion;
 - Sources and uses of funding; and
 - Institutional and organizational framework (primary organization/agency responsible and key partners that can assist in carrying out the strategy).
- **Economic Development Strategic Plan Dashboard Performance Metrics:** The plan will recommend measurable criteria based on readily available data that the City can use to track and report on its progress in achieving its economic development goals, for example:
 - Office/retail occupancy rate;
 - Office/retail average lease rate per square foot;
 - Greater tax base diversification (taxes by type);
 - Amount of new business investment;
 - Number of new businesses formed/attracted within the City;
 - Number of jobs resulting from new business formation and attraction;
 - Median wages of new jobs created;
 - Number of companies assisted (start-ups); and
 - Net new population over 25 with a Bachelor's degree or higher.

Within 45 days prior to the completion of the project, the Project Team will provide drafts of all plan documents for review and comment by the Client Team.

We will also include any recommendations for updating or changes to existing land use or zoning that may be presently inconsistent with these economic development strategy options. Willdan is skilled in developing high-quality, visual documentation of these strategy options as a critical component in supporting decision-making and developing a unified direction through community conversations.

Task 5: Final Comprehensive Economic Development Plan and Presentation

Objective: To produce a substantive and comprehensive final report of work performed under the proposed scope of work and conduct a capstone Work Session with City and other stakeholders.

Outputs/Deliverables: Compiled Economic Development Strategic Plan

Willdan will present the draft Economic Development Strategic Plan to the Economic Development Department, Steering Committee and City Council. The team will attend three public meetings and/or study sessions to be determined in coordination with City staff. The plan shall include the following:

- A comprehensive Mission Statement and core set of values for the Economic Development Strategic Plan;
- A summary of the relevant City, County and regional plans and initiatives that were referenced during the preparation of the plan;
- The list of stakeholders;
- Summaries of the SWOT analyses;
- Summary Demographic and Economic Overview;
- Economic Development Assessments Report;
- Summary of Economic Development Strategic Plan Initiatives;
- Economic Development Implementation Plan (including the ongoing reporting/monitoring Economic Development Dashboard);
- Final, written report with appropriate graphics, maps and formatting:
 - Option A: 2 to 4-page infographic summary overview (Graphic Design by Sun & Moon Marketing)
 - Option B: 12 to 16-page full report (Graphic Design by Sun & Moon Marketing)
- Ten copies (nine copies and one original) of the final report (Adobe Acrobat readable copies of all documents submitted on a flash drive device);
- Source files for all documents in Microsoft Word and Excel; and
- Final Report Presentation Work Session with City staff/ Steering Committee and PowerPoint document.

Willdan will prepare and deliver to the City a substantive and comprehensive final report of the work performed under the proposed scope of work ("Final Report"). The Final Report will be organized according to the above tasks, and will include each deliverable and document provided. Each scope task will form separate chapters within the Final Report. This report will provide a clear, high level road map of concrete recommendations, along with clear accountabilities.

It will be informed by both rigorous analysis, smart growth best practices, and engaging key stakeholders both within the City and across the broader development and investment community.

Ultimately, this plan should help create jobs and foster a more sustainable and diversified economy, that will focus on a broad array of manufacturing, service, and tourism related industries. It will serve as a mechanism for coordinating the efforts of individuals, organizations, private industry, and local governments concerned with City of Lancaster's economic development.

Additionally, the final plan will offer guidance on how the City of Lancaster can promote and "brand" itself regionally, nationally, and internationally.

We will present, document, and address methodologies and findings during a final project presentation and capstone Work Session with the appropriate City personnel and other internal and/or public stakeholders to be identified in consultation with the City.

Subsequent to the final presentation, Willdan will update and revise the final document per direction from the Work Session. A final approved document including a PDF version will be provided to the City at the conclusion of these meetings and upon acceptance of the final deliverable by the City. The Final Report will encompass findings from the analyses described in the preceding scope of work, in a substantive and comprehensive manner, and will include an Executive Summary and each corresponding deliverable.

Section IV –Schedule of Performance

The following is a proposed project timeline or work plan to illustrate how the Project Team will complete the required deliverables based upon an estimated start date of May 2017 and completion by November 2017. General project timeframes by task are summarized below. A specific project timeline will be developed following consultation with, and in concert with, the Client Team.

Project Work Plan & Timeline								
Project Month – 2017		May	June	July	August	September	October	November
Task 1	Project Kick-Off and Ongoing Management	1						
Task 2:	Economic Development Assessments				2			
Task 3:	SWOT Workshop					3		
Task 4:	Draft Economic Development Strategic Planning Session						4 5	
Task 5:	Final Comprehensive Economic Development Plan and Presentation							6, 7

Milestones/Deliverables Legend:

- ① Project Management Plan & Site Visits
- ② Stakeholder Interviews & SWOT Summary Briefing Report
- ③ Draft Economic Development Assessments Report
- ④ Economic Development Planning Session
- ⑤ Draft Economic Development Strategic Plan
- ⑥ Final Report & Economic Development Strategic Plan
- ⑦ Final Presentation

Section V – Items Required from the City

Client Responsibilities

To complete our tasks, we will need the cooperation of City staff. We suggest that the City of Lancaster assign a key individual to represent the City as the project manager who can function as our primary contact. We anticipate that the City's project manager will:

- 1) Coordinate responses to requests for information;
- 2) Coordinate review of work products; and
- 3) Help resolve policy issues.

We will ask for responses to initial information requests in a timely manner. If there are delays on the part of the City, we will contact the City's project manager to steer the project back on track. We will keep the City's project manager informed of data or feedback we need to keep the project on schedule. Willdan will endeavor to minimize the impact on City staff in the completion of this project.

Willdan will rely on the validity and accuracy of the City's data and documentation to complete our analysis. Willdan will rely on the data as being accurate without performing an independent verification of accuracy, and that Willdan will not be responsible for any errors that result from inaccurate data provided by the client.

Furthermore, the City shall reimburse Willdan for any costs incurred, including without limitation, copying costs, digitizing costs, travel expenses, employee time and attorneys' fees, to respond to the legal process of any governmental agency relating to the City or relating to this particular project. Reimbursement shall be at Willdan's rates in effect at the time of such response.

Section VI – Fee Schedule

Schedule of Fees

Provided below is Willdan's not-to-exceed fee for the scope of work described herein. The proposed lump sum fee for the outlined services is **\$96,815**. The fee quoted below includes all labor, travel, lodging, materials, printing, overhead and profit and any other expenses associated with this engagement.

Note that the scope of work offers two options for graphic design to produce a marketing brochure executive summary of the final report (report to be prepared by Willdan, Graphic Design by Sun & Moon Marketing) as follows:

- Option A: 2 to 4-page infographic summary overview
- Option B: 12 to 16-page full report

The current fee estimate reflects Option B. The Willdan Team is available to discuss project budget modifications during contract negotiations to meet the needs of the City of Lancaster.

The table below provides a breakdown of the total price quoted on the prior page by task and team member.

SCHEDULE OF FEES	Economic Development Expert	Project Manager	Market Analyst	Market Analyst	Marketing & Branding Lead	Creative Lead	Creative Expert	Marketing & Branding Expert	Total Hours by Task	Total Cost by Task	% of Total
	J. Edison	M. McKay	A. Teleki	E. Vilchis	M. Kirch	J. Sand	S. Silverman	R. Charlop-Powers			
Task 1: Project Kick-Off & Ongoing Management	8	8	2	2	22	18	2	20	82	\$ 16,160	18%
Task 2: Research and Analysis	0	16	24	24	8	0	0	20	92	\$ 16,180	18%
Task 3: SWOT Workshop	8	32	16	0	18	0	0	0	74	\$ 15,330	17%
Task 4: Draft Strategic Planning Session	2	16	16	0	10	20	7	28	99	\$ 18,160	21%
Task 5: Final Comprehensive Economic Development Plan & Presentation	8	32	24	0	22	12	0	18	116	\$ 22,680	26%
Subtotal Hours	26	104	82	26	80	50	9	86	463	\$88,510	100%
Hourly Rate	\$ 240	\$ 210	\$ 165	\$ 165	\$ 225	\$ 195	\$ 170	\$ 155			
Total Labor	\$6,240	\$21,840	\$13,530	\$4,290	\$18,000	\$9,750	\$1,530	\$13,330		\$ 88,510	
Person Trips	1	3	1	0	3	1	0	2			
Total Estimated Cost (@\$755/person/2-day trip)	\$ 755	\$ 2,265	\$ 755	\$ -	\$ 2,265	\$ 755	\$ -	\$ 1,510		\$ 8,305	
Total Fixed Price Fee (Including Reimbursable Expenses)	\$ 6,995	\$ 24,105	\$ 14,285	\$ 4,290	\$ 20,265	\$ 10,505	\$ 1,530	\$ 14,840		\$ 96,815	

Schedule of Payments

We will invoice the City monthly based on percentage of project completed. Additional services may be authorized by the City, and will be billed at our then-current hourly overhead consulting rates.



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